

## EQUIPMENT LEASE

### MERMAID SHIRTS

This Equipment Lease (this "Lease") is made effective as of date: \_\_\_\_\_ between ECO TOURS MAUI, LLC (the "Lessor"), and \_\_\_\_\_ (the Lessee), and state of the agreement of the parties as follows:

**EQUIPMENT SUBJECT TO LEASE.** The Lessor shall lease 1 ( ) 2 ( ) 3 ( ) 4 ( ) or 5 ( ) equipment of Mermaid Shirts per this Lease agreement and used for Photo Shoot Only on Beach, in Ocean or off Boat Only.  
SAME DAY RENTAL AND RETURNED

**PAYMENT TERMS.** The total lease payment, based on a rate of \$35.00 per Mermaid Shirts for the term of paid tour (Separately). Payment is collected and additional charge is payable if the equipment is not returned after tour is completed. The value of a lost or stolen Mermaid Shirts each are \$69.00 plus 4.166% tax.

**Security Deposit.** In addition to the lease payment charge, **the Lessee** shall pay a security deposit **of \$35.00** that will be charge for use of each Mermaid Shirts at time of rental. After Mermaid Shirts is returned your security deposit of **\$35.00 will be refunded**. If Mermaid Shirt(s) is not returned and additional charge of **\$69.00 will be charge for remainder of value of lost or stolen Mermaid shirts(s)**.

**LEASE TERM:** This Lease shall begin on the above effective date and shall terminate after the return of Mermaid Shirts on same date, unless otherwise terminated in a manner consistent with the terms of this lease.

**LOCATION OF EQUIPMENT.** The equipment shall be located on WATERS WORKS SPORTS for pick up only, during the lease term, and shall be removed from this location with the Lessor's prior written consent.

**CARE AND OPERATION OF EQUIPMENT.** The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use or maintenance of the equipment, including licensing requirements, if any.

**ALTERNATIONS/MAINTENANCE AND REPAIR.** Lessee shall make no alternations OR maintenance to the equipment without the prior written. Operating condition, allowing for reasonable wear and tear.

**LESSOR'S RIGHT OF INSPECTION.** The lessor shall have the right to inspect the equipment during Lessee's signing of this agreement at WATER WORKS SPORTS Mermaid Shirt(s).

**RETURN OF EQUIPMENT.** At the end of the Lease Term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense.

**ACCEPTANCE OF EQUIPMENT.** The lessee shall inspect Mermaid Shirt(s) equipment delivered pursuant to the Lease. The Lessee shall immediately notify the Lessor of any discrepancies between such item of equipment and the description of the equipment.

**WARRANTY.** The lesser makes no warranties, express or implied, as to the equipment leased. The Lessee assumes the responsibility for the condition of the equipment and their own operation of equipment.

**RISK OF LOSS OR DAMAGE.** The Lessee assumes all risks of loss and damage to the equipment from any cause, and agrees to return it to

the Lessor in the condition received from the Lessor, with the exception of normal wear and tear, unless otherwise provided in this lease.

**INDEMNITY OR LESSOR FOR LOSS OR DAMAGES.** Unless otherwise provided in this Lease, if the equipment is damaged or lost the Lessor shall have the option of requiring the Lessee to repair to a state of good working order or replace the equipment at a cost of \$69.00 Each including security deposit.

**LIABILITY & INDEMNITY.** Liability & injury, disability, and death of workers and other person caused by operating handling, or transporting the equipment during the term of this Lease is the obligation of the Lessee shall indemnify and hold the Lessor harmless from and against all such liability.

**TAXES AND FEES.** During the term of this Lease, the Lessee shall pay all applicable taxes, assessments, and license and registration fees on the equipment.

**DEFAULT.** The failure to make required payment under the Lease when due will constitute cancellation of this agreement.

**WAIVER.** The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforced and compel strict compliance with every provision of this Lease.

**CERTIFICATION.** Lessee certifies that the application, statements, trade references, and financial reports submitted to Lessor are true and correct and any material misrepresentation will constitute a default under this Lease.

**DISPUTE RESOLUTION.** The parties will resolve any dispute arising out of or relating to this Agreement through friendly negotiation amongst the parties. If the matter is not resolved by negotiations, the parties will resolve this dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of relating to this Agreement will be submitted to mediation in accordance with my statutory rules of medication. If mediation does not successfully resolve this dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**SIGNATORIES.** This Lease shall be signed by **ECO TOURS MAUI, LLC** and by \_\_\_\_\_ and shall be effective as of the date first above written.

**LESSOR: ECO TOURS MAUI, LLC**

**By: OWNER**

**MICHIKO SMITH** \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_

**By:**

\_\_\_\_\_