

**EQUIPMENT RENTAL LEASE  
AND  
MAINTENANCE AGREEMENT  
FORM 7**

STATE OF FLORIDA  
\_\_\_\_\_ COUNTY

AGREEMENT between GULF POWER COMPANY, a corporation, hereinafter called the Lessor, and \_\_\_\_\_ hereinafter called the Lessee:

WHEREAS, the Lessor and Lessee have entered into a contract whereby the Lessor has agreed to provide electric power service to the Lessee, and the Lessee has agreed to take and pay for such service pursuant to the terms of said contract, and

WHEREAS, the term of such contract is for a period of \_\_\_\_\_ years, beginning with the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_, but contains provisions for the extension and cancellation thereof, and

WHEREAS, the Lessee desires to obtain from the Lessor the equipment hereinafter described,

IT IS NOW, THEREFORE, agreed between the parties as follows:

1. The Lessor does hereby lease unto the Lessee, subject to the terms and conditions of this contract, the following described personal property, to-wit:
  
2. The term of this lease shall be the period of time in which said contract for power service between the parties hereto or any extension or renewal thereof shall be in effect, but subject to cancellation for any cause herein provided in this contract.
  
3. For the use of said property herein described, the Lessee agrees to pay to the Lessor the sum of \$ \_\_\_\_\_ per annum, payable in \_\_\_\_\_ installments of \$ \_\_\_\_\_, the first installment being due and payable on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, and the other installments being due and payable on the \_\_\_\_\_ day of each month thereafter until all installments have been paid in full, and for the payment of any amount which may be due the Lessor by the Lessee on any account according to the terms of this contract, the Lessee hereby waives all exemptions under the constitution and the laws of the State of Florida or any other State as to personal property and agrees to pay all costs of collecting any such amounts, including a reasonable attorney's fee if said amounts are not paid when due.

4. The Lessee agrees to keep the property hereby leased upon the premises of the Lessee described as follows:

and shall not remove the same during the term without first obtaining the written consent of the Lessor, and at the expiration thereof, of other sooner termination of this lease, the Lessee shall return the said property to the Lessor at \_\_\_\_\_ or to any other place within equal distance which may be designated by the Lessor, in like good order as the same now is, natural wear and tear excepted. Said property shall always be open to inspection to the Lessor, or its agents, at any time during the terms of this lease.

5. The Lessee agrees not to assign this lease or in any way part with the possession of said property, or any part thereof, without first obtaining the written consent of the lessor.

6. Should the Lessee fail to keep and perform any of the agreements and conditions of this lease, or should an execution or attachment be levied upon said property, or should the Lessee execute an assignment for the benefit of creditors, or be judged a voluntary bankrupt under the Act of Congress, or should a creditors' petition be filed against the Lessee in bankruptcy or should proceedings for the appointment of a receiver be commenced in any Court against the Lessee, then the Lessor may without any previous notice or demand terminate this lease and take possession of and remove said property without any liability whatever to the Lessee, and for that purpose may enter upon any premises where said property is located; but no such termination of this lease shall relieve the Lessee from liability for damages for the breach of any of the covenants and conditions herein contained and the Lessee shall also be liable for all expenses incurred by the Lessor in retaking possession of said property and removing the same to the warehouse of the Lessor at \_\_\_\_\_ Florida, by legal process or otherwise, including a reasonable attorney's fee. The Lessee agrees to protect the Lessor, its agents and representatives, against all claims for damages for any trespass that may be committed in recovering said property.

7. It is further understood and agreed that nothing herein contained shall vest any title, legal or equitable, in said property in the Lessee. And it is understood that the fixing of said property to the said premise of the Lessee shall not change or affect its character as the personal property of said Lessor nor relieve the said leased property from the conditions and provisions of this lease.

8. The Lessor agrees to maintain said property in good operating condition during the term of this lease. The Lessee agrees to indemnify the lessor against any damage to said property resulting from any willful misuse of the same by the Lessee or from its negligence. The Lessee further agrees that it will use reasonable diligence to protect said property from any damage.

9. A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

10. All previous communications between the parties hereto, whether verbal or written, with reference to the subject matter of this agreement, are hereby abrogated, and no modification hereof shall be binding unless it shall be approved by an officer of the Lessor.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

ATTEST:	GULF POWER COMPANY,
_____	By _____
Secretary	Vice President
_____	_____
WITNESS AS TO LESSEE:	Lessee
_____	By _____