

**EQUIPMENT LEASE AGREEMENT**

**THIS EQUIPMENT RENTAL AGREEMENT (this "Agreement")** dated this \_\_\_\_\_ day of \_\_\_\_\_ **20**  
**BETWEEN: SUICIDE SIX SKI SHOP OF 247 STAGE ROAD, SOUTH POMFRET, VT 05067**(the "Lessor")

**AND**

\_\_\_\_\_  
(the Lessor and the Lessee are collectively the "Parties")

**IN CONSIDERATION OF** the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

**DEFINITIONS**

- 1.) THE FOLLOWING DEFINITIONS ARE USED BUT NOT OTHERWISE DEFINED IN THIS AGREEMENT:
  - a. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the equipment.
  - b. "Equipment" means SKIS/BOOTS/POLES which has an approximate value of \$250.00.
  - c. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

**LEASE** 2.) The Lessor agrees to lease the equipment to the Lessee, and the Lessee agrees to lease the equipment from the Lessor in accordance with the terms set out in this Agreement.

**TERM** 3.) This Agreement commences on \_\_\_\_\_ 20\_\_\_\_, and will continue until **3/31/2021**. (the "Term").

**RENT** 4.) The rent for the Equipment, exclusive of sales tax, will be **\$99.00 CHILD, \$159.00 ADULT** (the "Rent") and the Rent will be paid prior to the Lessee taking possession of the Equipment.

**DELIVERY OF EQUIPMENT**

5.) The Lessee will, at the Lessee's own expense and risk, pick up and transport the Equipment from SUICIDE SIX SKI SHOP.

**USE OF EQUIPMENT**

- 6.) The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal.
- 7.) The Lessee will use the Equipment for the purpose it was designed for and not for any other purpose.
- 8.) Unless the Lessee obtains prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the equipment.

**WARRANTIES**

- 9.) The Equipment will be in good working order and good condition upon delivery.
- 10.) The Equipment is of merchantable quality and is fit for the following purpose:  
**To be used ONLY by the person named on the attached EQUIPMENT RENTAL FORM, for the purpose of in-bounds skiing, without change to the original settings unless performed by SUICIDE SIX SKI SHOP.**

**LOSS AND DAMAGE**

11.) SECURITY DEPOSIT: A credit card, with expiration date beyond 5/1/2021, is required. In the event the equipment listed on the EQUIPMENT RENTAL FORM (attached) is not returned by 3/31/2021, for any reason, I authorize SUICIDE SIX SKI SHOP to charge the account the following authorized amounts:  
SKIS: \$150.00                      BOOTS: \$75.00                      POLES: \$25.00

CC# \_\_\_\_\_ EXP \_\_\_\_\_ CVV \_\_\_\_\_

CARDHOLDER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**SUICIDE SIX**

**SUICIDE SIX SKI SHOP EQUIPMENT LEASE AGREEMENT (P.2)**

12.) DAMAGE WAIVER: Equipment damage waiver applies to equipment damage only, not lost, misplaced, or stolen equipment. If the equipment damage waiver is accepted, the rental facility will absorb the cost of repairing any damaged equipment; however, lost, neglected, misplaced or stolen equipment shall be charged the SECURITY DEPOSIT.

DAMAGE WAIVER: \$15.00    ACCEPTED \_\_\_\_\_

(sign one)

DECLINED \_\_\_\_\_

**SURRENDER**

13.) At the end of the term or upon earlier termination of this Agreement, the Lessee will return the equipment at the Lessee's cost, expense and risk to the Lessor by delivering the equipment to SUICIDE SIX SKI SHOP. Failure to return the equipment by 3/31/2021 will result in full charge of the SECURITY DEPOSIT.

**NOTICE TO LESSEE: This is a lease. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a copy of the Agreement when you sign.**

**SIGNATURE OF LESSEE or PARENT/GUARDIAN \_\_\_\_\_ DATE \_\_\_\_\_**

**SGNATURE OF SUICIDE SIX SKI SHOP REPRESENTTIVE \_\_\_\_\_ DATE \_\_\_\_\_**