



**LEASE AGREEMENT
Select Seam® Curving Machine**

This Lease Agreement ("Agreement") is entered into on _____, 20____, by and between AEP Span, a division of ASC Profiles LLC ("AEP Span"), and _____ ("Lessee"), with its principal business office located at _____.

WHEREAS, Lessee desires to lease the Select Seam® curving machine(s) identified on the last page of this Agreement (collectively, "Machine") from AEP Span, and AEP Span desires to lease the Machine to Lessee, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease. AEP Span hereby leases to Lessee and Lessee leases from AEP Span, in accordance with the terms hereof, the Machine as shall from time to time be picked up by, or shipped to, Lessee. Title to the Machine shall at all times remain in AEP Span.

2. Term; Rental Rate and Security Deposit. The initial term of this Agreement shall be ____ calendar days, starting with the date of pick-up by or shipment to Lessee ("Lease Term"). **The rental rate shall be \$200.00 per calendar day, payable at the beginning of the Lease Term.** Additionally, Lessee shall provide a \$1,500 security deposit ("Security Deposit") to AEP Span at the time of execution of this Agreement and the Security Deposit shall be returned pursuant to Paragraph 7 of this Agreement. If the Machine is not received by AEP Span by the day following the end of the term specified in this Agreement, the Lessee will be invoiced at a rate of \$205 per calendar day until the date of receipt of the Machine by AEP Span. Lessee shall pay all taxes arising out of its use of the Machine.

3. Conditions of Use. Lessee represents and warrants that, prior to use of the Machine, all individuals that will use the Machine shall have been trained in the proper use of the Machine and shall have reviewed the Panel Curving Machine Operating Instructions provided by AEP Span. Lessee shall use the Machine only for its intended purpose and agrees to take all safety precautions during the use of the Machine. Lessee agrees that: (a) it will keep the Machine clean and protected from the weather, vandalism, and all extended coverage hazards, and will return the Machine to AEP Span in as good condition as when received, except for reasonable and ordinary use and wear; (b) the Machine will not be used unless it is functioning properly and performing properly; (c) Lessee will use the Machine only on AEP Span roof panels as fabricated and shipped from AEP Span; (d) Lessee will not lend, sublease, assign, or otherwise permit the use of the Machine by any other person or organization other than Lessee's employees without AEP Span's prior written consent; (e) Lessee will immediately report to AEP Span, by giving written statement of facts, any damage or inadequacy in performance noted.

____ ***Lessee must initial here to acknowledge receipt of Panel Curving Machine Operating Instructions.***

4. Repair or Replacement. Lessee agrees to return the Machine to AEP Span for inspection and necessary repairs, upon AEP Span's request or AEP Span's consent to Lessee's request. If AEP Span deems, in its reasonable judgment, that repairs are necessary because of faulty material or workmanship in the Machine, or due to normal use or wear, then AEP Span shall repair and/or replace the Machine at AEP Span's cost. In all other instances, reasonable cost of repair and/or replacement shall be borne by the Lessee. AEP Span shall not replace a Machine until it has received the original Machine from Lessee. AEP Span will pay shipping charges for repairs to and replacements for Machines; however, if a Machine is replaced due to claims of malfunction or needed repairs and AEP Span determines, in its reasonable judgment, that the repairs are necessary for reasons other than faulty material or workmanship in the Machine, or other than normal use or wear, then AEP Span shall invoice Lessee for shipping and handling charges incurred in connection with the replacement, and Lessee shall pay such charges.

5. Shipping and Packaging. If requested by Lessee, in connection with the initial term, AEP Span will ship the Machine to an address specified in writing by the Lessee, with all shipping and handling costs and expenses to be borne by Lessee, and Lessee agrees that such costs and expenses shall be included on the invoice, and paid by, Lessee. If Lessee returns the Machine to AEP Span at the end of the Lease Term via shipment, Lessee will use the original shipping box or one offering equal protection for the return of the Machine and Lessee shall bear all shipping and handling costs for the return of the Machine.

6. Default. Time is of the essence in this Agreement, and in the event Lessee shall be in default in any payment required to be made by Lessee hereunder and/or in the performance of any other covenant or condition required to be kept or performed by Lessee hereunder, or in the event of Lessee's bankruptcy or an assignment of business for the benefit of creditors, AEP Span at its option may demand and Lessee agrees, upon demand from AEP Span, to immediately return all Machines to such place as AEP Span may specify. If AEP Span deems it necessary for its protection, AEP Span may, without liability to Lessee, repossess the Machine. Such demand by AEP Span shall not be deemed an act of cancellation of this Agreement and shall be without prejudice to such other remedies as AEP Span may have for collection of any sum due or sums to become due to AEP Span from Lessee. AEP Span shall also have the right if such aforementioned default or defaults are continued as specified above, to terminate this Agreement by written notice to Lessee of its intention so to do, and upon such termination, all of Lessee's rights hereunder shall cease and any unpaid rental or other sums which are due hereunder shall be immediately due and payable to AEP Span and AEP Span shall have such other remedies as shall be available to it at law or in equity.

7. Duties at the End of Lease Term. At the end of the Lease Term, Lessee shall promptly return the Machine to AEP Span at 10905 Beech Avenue, Fontana, CA 92337 or 2141 Milwaukee Way, Tacoma, WA 98421, in as good condition as when originally received, except for reasonable and ordinary use and wear, in which case AEP Span will return the Security Deposit to Lessee. In the event the Machine is lost, totally destroyed or irreparably damaged, or if for any reason, Lessee is unable or fails to timely return it to AEP Span, AEP Span shall retain the Security Deposit to apply towards the reasonable cost of replacement. In the event the Machine is returned in a damaged condition, which condition AEP Span determines to be repairable, AEP Span shall retain such portion of the Security Deposit equal in amount to the reasonable cost of necessary repair or parts replacement, transportation cost of necessary repair or parts replacement, and transportation costs of the returned Machine and its replacement, if any.

8. Delay and Inability to Perform. AEP Span shall not be liable for loss, damage, delay or failure of delivery caused by conditions beyond its control, nor liable for consequential damages from any cause whatsoever. Lessee shall not be liable for rental cost incurred due to transportation carrier's inability to accept the Machine for return to AEP Span.

9. Indemnification. Lessee shall defend, indemnify and hold harmless AEP Span, its affiliates and any of its or their respective members, managers, officers, agents, and employees, on account of any liability or claim for damages, including but not limited to, indirect, special or consequential damages, or injury to person or property of any person, and Lessee waives any claim for such damages or injuries which it might hereafter have or claim to have growing out of the use or operation of the Machine. Lessee specifically agrees that its duty to defend, indemnify and hold harmless includes liability or claims for damages which arise from injury to person or property caused in part by the negligence or other fault of AEP Span or caused in part by a defect in the Machine. The only exception to Lessee's obligation to defend, indemnify and hold harmless under this paragraph are those cases in which a final judgment has been entered in a lawsuit against AEP Span holding that the injury to person or property was caused solely by the negligence or other fault of AEP Span or solely by a defect in the Machine. Lessee upon return of a signed Agreement shall provide to AEP Span a certificate of insurance naming AEP Span as an additional insured and evidencing general liability coverage with a contractual liability endorsement covering the indemnification provisions contained in this paragraph. **The certificate of insurance issued under the Lessee's general liability coverage will specify that AEP Span is an additional insured but only with respect to the use of a Machine(s) covered by this Agreement during the Lease Term.** Lessee's indemnification obligations under this Agreement survive its termination or expiration.

10. Notices. All notices given hereunder shall be in writing. Notices to AEP Span shall be addressed to: AEP Span at 10905 Beech Avenue, Fontana, CA 92337 or 2141 Milwaukee Way, Tacoma, WA 98421, Attention: Manufacturing Supervisor. Notices to Lessee shall be sent to its address as shown above or to such other address as Lessee may hereafter give to AEP Span in writing. Each Machine that is the subject of any notice or correspondence hereunder shall be identified by its serial number in such notices, correspondence, invoices and shipping documents.

11. Entire Agreement; Amendment; Severability; Assignment; Governing Law. This Agreement constitutes the entire agreement between the parties with respect to the Machine and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement or its terms may not amended unless in writing signed by the party alleged to be bound thereby. In the event any of the terms and provisions hereof are in violation of, or prohibited by any law, statute, or ordinance of the state or city where it is used, such terms and provisions shall be of no force and effect to the extent of such violation or prohibition without invalidating any other of the terms and provisions of this Agreement. This Agreement may not be assigned, either in whole or in part by Lessee. This Agreement shall be deemed entered into and governed by the laws of the State of California. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Superior Court of California, Yolo County or the U.S. District Court, Eastern District of California.

12. Waiver. The failure of either party hereto in any one or more instances to insist upon the performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as thereafter waiving any such terms, covenants,

conditions, rights or privileges but the same shall continue and remain in full force and effect the same as if no such forbearance of waiver had occurred.

13. Counterparts; Attorneys' Fees and Terms & Conditions. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements, including attorneys' fees and collection costs, incurred in enforcing this Agreement.

14. No Warranties and Release. LESSEE ACKNOWLEDGES AND AGREES THAT NO WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE IN CONNECTION WITH THE MACHINE. AEP SPAN WILL NOT BE LIABLE IN CONTRACT, TORT, OR STRICT LIABILITY FOR ANY LOSS OF BUSINESS OR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING, AS A RESULT OF THE RENTAL AND/OR USE OF THE MACHINE OR ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NONDISCOVERABLE, RESPECTING THE MACHINE. LESSEE ASSUMES ALL RISK WITH THE RENTING AND USE OF THE MACHINE AND AGREES TO RELEASE AEP SPAN FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH AS A RESULT OF RENTING OR USE OF THE MACHINE.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASC PROFILES LLC dba AEP Span

Print Company Name

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

FOR OFFICE USE:

Attach Lessee-provided Certificate of Insurance with Additional Insured Endorsement for Machine

Attached photocopy of Lessee's representative driver's license

Serial No(s). of Machine(s): _____