

PERSONAL PROPERTY LEASE

THIS LEASE, made and entered into on _____, by and between 1899 Rentals, LLC ("Lessor"), whose address for the purpose of this Lease is: 40794 Pioneer Trail Macedonia IA 51549 and _____, ("Lessee"), whose address for the purpose of this Lease is: _____

Lessor and Lessee agree as follows:

- 1. DESCRIPTION OF LEASED PROPERTY AND TERM.** Lessor leases to Lessee and Lessee leases from Lessor the following described personal property ("property") situated in Pottawattamie County, Iowa:

for a term beginning on _____ and ending on _____, upon the condition that Lessee performs as provided in this Lease.

- 2. RENT.** Lessee agrees to pay to Lessor as rent for the property \$_____ per _____ in advance, commencing on _____, and on the _____ day of each _____ thereafter, during the term of this Lease. Rent for any partial _____ shall be prorated as additional rent. Lessee shall also pay as additional rent:

All rent shall be paid at the address of Lessee as set forth above or at such other place as Lessor may designate in writing. Delinquent rent payments shall draw Interest at _____% per annum.

- 3. POSSESSION.** Lessee shall be entitled to possession on the first day of the Lease term and shall yield possession to Lessor at the termination of this Lease. Should Lessor be unable to give possession on said date, Lessee's only damages shall be a pro rata abatement of rent and in such event, Lessee shall have the right to cancel this Lease within 10 days after the first day of term of this Lease by giving Lessor 10 days notice of such a cancellation.
- 4. LOCATION OF PROPERTY.** Lessee shall not, without the prior written consent of Lessor, permit the property to be removed from the State of Iowa.
- 5. EQUIPMENT WARRANTIES.** LESSOR, NOT BEING THE MANUFACTURER OF THE PROPERTY NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PROPERTY; INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE PROPERTY OR ITS FITNESS FOR A PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE PROPERTY, THE QUALITY OR CAPACITY OF THE PROPERTY; THE WORKMANSHIP IN THE PROPERTY; COMPLIANCE OF THE PROPERTY WITH THE REQUIREMENTS OF ANY LAW, RULE OR SPECIFICATION; PATENT INFRINGEMENTS OR LATENT INFRINGEMENTS, IT BEING AGREED THAT THE PROPERTY IS LEASED "AS IS" AND THAT ALL

RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY THE LESSEE AT LESSEE'S RISK. LESSOR IS NOT RESPONSIBLE FOR INSTALLATION OF, OR FOR ANY REPAIRS OR SERVICE TO, THE PROPERTY.

- 6. TITLE AND IDENTIFICATION.** Title to the property is and shall at all times remain in Lessor. No right, title or interest in the property shall pass to Lessee other than, conditioned upon Lessee's compliance with and fulfillment of the terms and conditions of this Lease, the right to maintain possession and use for the full Lease term. Lessee, at its expense, will protect and defend Lessor's title to the Property. Lessor may require plates or markings to be affixed to or placed on the property indicating Lessor is the owner and Lessee will not alter, deface, cover or remove such ownership identification.
- 7. MAINTENANCE AND REPAIR.** Lessee, at its own cost and expense shall keep the property in good repair, condition, and working order. Lessee shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed on the property.
- 8. RISK OF LOSS AND PROPERTY INSURANCE.** Lessee assumes the entire risk of loss from hazard and agrees to maintain insurance on the property against all customarily insured risks for the full insurable value thereof (and provide proof of insurance to Lessor upon request) with loss payable to Lessor and Lessee as their interests may appear, under a "standard" or "union" loss payable clause. All proceeds of such insurance shall be applied toward the replacement or the repair of the property or for the payment of obligations of Lessee under this Lease, at the option of Lessor.
- 9. INDEMNIFICATION AND HOLD HARMLESS.** Lessee agrees to Indemnify and hold harmless Lessor against all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, resulting from or pertaining to the operation or use of the property, including without limitation the manufacture, selection, delivery, possession, use, operation or return thereof.
- 10. LIABILITY INSURANCE.** Lessee shall obtain general liability insurance in the amounts of \$1,000,000.00 per each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include Lessor as an additional insured.
- 11. DEPOSIT OF SECURITY.** Lessor acknowledges that Lessee has deposited with Lessor as security the sum of \$_____, and the parties agree that said deposit shall be security for performance of Lessee's obligations hereunder. Said sum may, at Lessor's option, be applied to satisfy any such obligation which may be in default without excusing Lessee from performance of any such obligation. Any portion of said sum which has not been so applied by Lessor will be returned to Lessee at the termination of this Lease.
- 12. CARE OF PROPERTY.** Lessee shall use the property in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, alteration or maintenance of the property.
- 13. USE OF PROPERTY.** The property shall be used only for its intended purpose.
- 14. ALTERATIONS.** Lessee will make no alterations to the property without obtaining the prior written permission of the Lessor. All additions to and improvements of the property of any kind shall immediately become the property of Lessor without compensation from Lessor to Lessee and shall be subject to the terms of this Lease.
- 15. ASSIGNMENT AND SUBLETTING.** Lessee may not assign this Lease or sublet the property without the written consent of Lessor.

- 16. STATUS OF THE PROPERTY.** The property is, and shall at all times remain personal property, notwithstanding that it or any part of it may now be, or hereafter become, in any manner attached to, or embedded in, or permanently resting on, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, or screws or other fastening means or materials.
- 17. TAXES, REGISTRATION AND LICENSING.** Lessee agrees to comply with all laws, regulations and orders relating to this Lease and to pay when due as additional rent, all assessments, license fees, taxes (including sales, use, excise, personal property, value added, consumption, franchise, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, on or relating to the property or the use, registration, rental, shipment, transportation, delivery, ownership or operation thereof and on or relating to this Lease; provided, however, that if under local law or custom such payments may be made only by Lessor, Lessee shall promptly notify Lessor, and shall reimburse Lessor, upon demand, for all payments made by Lessor. Lessee shall file all returns required therefor and furnish copies to Lessor upon request; provided, however, that the foregoing shall not include any federal or state income or franchise taxes of Lessor. Lessee shall obtain such licensing and registration of the property as is required by federal, state and local law or regulation. Lessee shall notify Lessor in writing within five (5) days after any attachment, tax lien or other judicial process shall attach to the property.
- 18. SELECTION, DELIVERY AND INSTALLATION.** Lessee has made the selection of the property based solely on Lessee's own judgment and expressly disclaims any reliance upon any statements or representations, if any, made by Lessor, Lessor's agents or employees. Lessee acknowledges that Lessor is not a dealer in property of any kind and that each item of property subject to this Lease is of a type, size, design and capacity selected by Lessee. Lessor shall have no liability for any delivery or installation of the property.
- 19. EVENTS OF DEFAULT.** The following events constitute defaults:
- A. The nonpayment by Lessee for a period of _____ days of any sum required hereunder to be paid by Lessee.
 - B. The nonperformance by Lessee of any other term, covenant, or condition of this Lease which is not cured within _____ days after notice thereof from Lessor.
 - C. Any affirmative act of insolvency by Lessee, or the filing by Lessee of any petition under any bankruptcy, reorganization, insolvency, or moratorium law, or any law for the relief of, or relating to, debtors.
 - D. The filing of any involuntary petition under any bankruptcy statute against Lessee, or the appointment of any receiver or trustee to take possession of the property of Lessee, unless such petition or appointment is set aside or withdrawn or ceases to be in effect within _____ days of the date of the filing or appointment.
 - E. The subjection of any of the property to any levy, seizure assignment, application, or sale for or by any creditor or governmental agency.
- 20. LESSOR'S RIGHTS ON DEFAULT.** If Lessee shall default in performance or shall fail to observe, keep or perform any provision of this Lease required to be observed, kept or performed by Lessee, then in such event, Lessor, in addition to and without prejudice to any other remedies, may terminate this Lease and or enter upon Lessee's premises and without any court order or other process of law may repossess and remove the property

either with or without notice to Lessee. Any such repossession shall not constitute a termination of this Lease unless Lessor so notifies Lessee in writing and Lessor has the right in a commercially reasonable manner:

- A. to lease the property to any other person or persons; or
- B. to sell the property to the highest bidder at public or private sale.

In the event of either (A) or (B) of this paragraph, there shall be due from Lessee and Lessee will immediately pay to Lessor the difference between the total of rentals to be received from any third person or the purchase price at the sale as the case may be and the total unpaid rental provided to be paid herein, plus all costs and expenses of Lessor in repossessing, releasing, transporting, repairing, selling or otherwise handling the property.

In addition to but not in lieu of the foregoing, Lessor may exercise any other right or remedy which may be available to Lessor under Iowa law.

- 21. ATTORNEY'S FEES.** In the case of any action, or in any proceeding in Court to collect any sums payable hereunder or secured herein, or to protect the security interests or title of Lessor, Lessee agrees to pay such attorney's fees and collection costs.
- 22. SECURITY INTEREST.** In addition to Lessor's leasehold rights, Lessor shall have a security interest in all of the property. Lessee hereby agrees to execute such documents as Lessor may require in order that Lessor may perfect its security interest under the provisions of the Iowa Uniform Commercial Code.
- 23. NOTICE.** Any notice under this Lease shall be in writing and shall be deemed served when it is delivered by personal delivery or by certified mail, return receipt requested, addressed to the respective party at the address set forth in the preamble hereof unless one party thereto has given such written notice to the other party a change in its address, in which event the changed address shall be address used for giving notice.
- 24. CONSTRUCTION.** Words and phrases in this Lease shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context. If Lessor and Lessee are also parties to a lease of real estate, the property described in this lease shall be personal property leased with the real estate, and such real estate lease and this lease shall be considered as one contract document.
- 25. ENTIRE AGREEMENT.** This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and no statement, representation, or promise with reference to this Lease, or the property leased, or any repairs, alterations or improvements, or in the terms and conditions of this Lease, shall be binding upon either Lessor or Lessee unless in writing and signed by both Lessor and Lessee.
- 26. CERTIFICATION.** Lessee not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Lessee hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

27. ADDITIONAL PROVISIONS. _____

“Lessor”

“Lessee”

1899 Rentals, LLC

By: Eric McCready, Manager
