

# Lease Contact Information Sheet

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**In order for your lease to be properly serviced by the lease company, please supply the following information to us. Please print clearly and neatly and supply all information requested so that your lease will not be delayed.**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_ ZIP \_\_\_\_\_

Home Phone ( ) \_\_\_ - \_\_\_ Work Phone ( ) \_\_\_ - \_\_\_ Email \_\_\_\_\_

Social Security # \_\_\_\_\_ Date of Birth \_\_\_\_\_ (mm/dd/yy)

## **Lease submittal instructions:**

Please remit your lease application to: NWC, Inc., 1538 Turnpike St, North Andover, MA 01845 or fax to: 978-689-4953 (please use the fine setting on your fax machine, if available)

**Please be sure you have signed your lease on the three locations requiring your signature and supplied your name and address at the top of it.**

When submitting your application we need your first month's payment and a copy of your personal or business check for monthly auto withdrawal.

## **Monthly Payment information:**

Please enclose a copy of a voided check from the account you wish to have your payments made from, each month.

Signature \_\_\_\_\_

# EQUIPMENT/SOFTWARE & SERVICES FINANCE LEASE AGREEMENT

VENDOR: National Wholesale Company, 1538 Turnpike St, North Andover, MA 01845 (Return completed lease here)

## LESSEE (NAME & ADDRESS):

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Initial Below: Equipment/Software & Services Description: 1 National Wholesale Company PIB Dealership  
\_\_\_\_\_ 1 NWC Non-Exclusive Partner in Business Distributorship at **\$17.95 per month** (plus applicable taxes) **for 12 months**.

### TERMS AND CONDITIONS:

**1. FINANCE LEASE.** The parties agree that this lease is a "Finance Lease" as defined by section 10103 (7) of the California Uniform Commercial Code (Cal. UCC). Lessee acknowledges either (a) that Lessee has reviewed and approved any written Supply Contract [as defined by Cal. UCC § 10130 (25) covering the Equipment / Software / Services purchased from the "Supplier" [as defined by Cal. UCC § 10103(24) thereof for Lease to Lessee or (b) that Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following: (i) the identity of the Supplier; (ii) that the Lessee may have rights under the Supply Contract; and (iii) that the Lessee may contact the Supplier for a description of any such rights Lessee may have under the Supply Contract.

**2. ORDERING EQUIPMENT/SOFTWARE/SERVICES.** Lessee requests Lessor to purchase the Equipment/Software/Services from the Vendor named above (the "Vendor") and arrange for delivery to Lessee at Lessee's expense.

**3. NO WARRANTIES BY LESSOR.** Lessor represents that Lessee has selected the Equipment/Software/Services leased hereunder and Lessee acknowledges Lessor has made and make no representations or warranties of any kind or nature directly or indirectly, express or implied, as to any matter whatsoever, including the suitability of the Equipment/Software/Services, its durability, its condition, and/or its quality and, as between Lessee and Lessor, or Lessor's assignee, Lessee leases the Equipment/Software/Services "As -Is". Lessor also disclaims any warranty of merchantability or fitness for use or purpose whether arising by operation of law or otherwise. Lessor and Lessor's assignee shall not be liable to Lessee or others for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment/Software/Services however arising, or the use or maintenance thereof or the failure of operation thereof, or the repairs, service or adjustment thereto. No representation or warranty as to the Equipment / Software/Services or any other matter by the Vendor or others shall be binding on the Lessor nor shall the breach of such relieve Lessee of, or in any way affect, any of Lessee's obligations to Lessor herein.

**4. NON-CANCELLABLE LEASE. THIS LEASE CANNOT BE CANCELLED BY LESSEE DURING THE TERM HEREOF.**

**5. ENTIRE AGREEMENT: CHANGES.** This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by an executive officer of Lessor.

**6. TERM AND RENT.** The sum of all periodic installments of rent indicated herein or on any attached schedule shall constitute the aggregate rent reserved under this Lease. The Lease term shall commence as of the date that the Lease is accepted by Lessor, ("the Commencement Date"), and shall continue until the obligations of the Lessee under the Lease shall have been fully performed. The installments of rent shall be payable monthly in advance as stated above or on any Schedule, the first such payment being due on the Commencement Date, or such later date as Lessor designates in writing, and subsequent payments shall be due on the same day of each successive month thereafter until the balance of the rent and any additional rent or expenses chargeable to Lessee under this Lease shall have been paid in full. All payments of rent shall be made to Lessor at address set forth herein or such other address as Lessor may designate in writing. Lessee's obligation to pay such rentals shall be absolute and unconditional and is not subject to any abatement, set -off, defense or counterclaim for any reason whatsoever. Lessor reserves the right to accelerate the monthly payments of lease, at its sole discretion and without notice if Lessor suspects the Lessee may default or fall behind on lease payments from the scheduled due dates.

**.7. REDELIVERY OF EQUIPMENT/SOFTWARE/SERVICES.** At the end of the lease term, Lessee shall have the following options: 1. Lessee can promptly return the equipment/software/services in good condition, except for ordinary wear and tear, to Lessor; 2. Lessee can purchase the equipment/software/services for the fair market value (plus any applicable taxes) at that time as quoted by Lessor (said value not to exceed 10% of the aggregate lease payments); 3. Lessee can extend upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document. At the end of this additional year Lessee will again have available the above option 1, 2, and 3. Unless Lessee notifies Lessor in writing of which option Lessee chooses 60 days prior to the expiration of the Lease Term, Lessee shall be deemed to have chosen option 3 (Automatic Renewal for one year, non cancelable during the one year renewal).

**AUTHORIZATION AGREEMENT FOR AUTOMATIC WITHDRAWAL OF LEASE PAYMENTS**

I, the undersigned Lessee, in the capacity set forth below, hereby authorize NWC Leasing or its designee, successor or assign (hereinafter "Lessor") to automatically withdraw my monthly lease payment and any amounts, including any and all taxes or other charges now due or hereinafter imposed, owed in conjunction with the above referenced Equipment/Software/Services Finance Lease (the "Lease Agreement") by initiating debit entries to my account at the financial institution (hereinafter "Bank") evidenced on the check copy provided, or such other Bank that may be used by me from time to time. In the event of default of my obligations hereunder, I authorize debit of my account for the full amount due under this Lease Agreement. Further, I authorize my Bank to accept and to charge any debit entries initiated by Lessor to my account. This authorization for automatic withdrawal of lease payments is to remain in full force and effect until Lessor has received written notice from me of its termination in such time and in such manner as to afford Lessor a reasonable opportunity to act. A lease payment (whether paid by debit or other means) that is not honored by my bank for any reason will be subject to a \$25.00 service fee imposed by Lessor, the amount of which may be debited from my account. I understand that the monthly payment amount shown in this Equipment/Software/Services Finance Lease is predicated on payments being made via automatic debit and I agree to pay an additional \$15.00 fee monthly if I do not provide NWC Leasing with a valid bank account for automatic debits.

**X** \_\_\_\_\_  
Lessee's Signature Title Date  
Accepted by Lessee: (Full Legal Name)

\_\_\_\_\_  
THE UNDERSIGNED CERTIFIES THAT THE EQUIPMENT SHALL BE USED FOR BUSINESS PURPOSES

**X** \_\_\_\_\_

**X** \_\_\_\_\_  
SIGNATURE OF LESSEE(S) TITLE Date SIGNATURE OF LESSEE(S) TITLE DATE  
Accepted by Lessor: **NWC Inc 1538 Turnpike St., North Andover, MA 01845**

\_\_\_\_\_  
BY: TITLE DATE

**PERSONAL GUARANTY**

To induce Lessor to enter into the within Lease, the undersigned unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Equipment/Software or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all attorney's fees and other expenses incurred by Lessor by reason of default by the Lessee. The undersigned consents to any extensions or modification granted to Lessee and the release and/or compromise of any obligation of Lessee or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned agrees and consents the Court of the State of MASS having jurisdiction in Merrimack Valley or any Federal District Court having jurisdiction in said County shall have jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees and consents that service of process by registered or certified mail will be sufficient to obtain jurisdiction.

**X** \_\_\_\_\_

**X** \_\_\_\_\_  
PERSONAL GUARANTOR(S) SIGNATURE(S) DATE DATE