

VAULTING POLE LEASE

THIS VAULTING POLE LEASE is hereby made and entered into this _____ day of _____, 20_____, by and between Russ VerSteeg ("Lessor"), and _____ ("Lessee").

WITNESSETH:

For and in consideration of rents paid, and to be paid, and the mutual covenants and understandings herein contained, Lessor and Lessee agree as follows:

1. *Pole, Term and Rent.* Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described Vaulting Pole ("Leased Equipment"):

Pole Brand: _____

Length & Weight: _____

The term of this Lease shall be from _____, 20_____, to _____, 20_____, at a rental of Seventy Five dollars (\$75) Dollars, payable in advance on first day of rental.

2. *Maintenance and Operations.* Lessee shall at all times and at its own expense keep the Leased Equipment in good working order and operating condition. The operation and maintenance of the Leased Equipment shall be under the sole and exclusive control of Lessee.

3. *Return of Equipment.* Upon the termination of this Lease in any manner whatsoever, or upon any default by Lessee hereunder, Lessee shall promptly deliver and return the Leased Equipment to Lessor at Lessee's expense, in as good order and operating condition as when initially delivered to Lessee, ordinary and reasonable wear and tear alone excepted. If Lessee fails to return the Leased Equipment, Lessor may take such steps as are necessary to repossess the same, and Lessee shall pay all reasonable expenses, including court costs and attorney's fees, in connection with such repossession.

4. *Liability of Lessee.* Lessee assumes full responsibility for damage, loss or destruction of the Leased Equipment from the date of delivery until returned to Lessor. Lessee assumes full responsibility for, indemnifies Lessor against, and holds Lessor harmless from, any and all loss, liability, damage and expense in connection with any injury to person or property arising from, or in connection with, the use or operation of the Leased Equipment. If at any time Lessor reasonably believes that the Leased Equipment is about to become damaged or destroyed, it shall have the right to enter and take possession of the Leased Equipment, but shall be under no obligation to do so.

5. *Taxes.* Lessee shall pay all taxes, fees, assessments and other charges that may be imposed on this transaction or in connection with the use of the Leased Equipment during the term of this Lease.

6. *Title and Possession.* The Leased Equipment shall at all times remain and be the sole and exclusive personal property of Lessor, and Lessee shall have only the right to possession and use of the same under

the terms of this Lease. It is specifically understood by and between the parties that Lessee shall acquire no equity in, or right of ownership to, the Leased Equipment and shall have no rights of any kind other than those specifically granted herein. Lessee shall not encumber in any way the Leased Equipment or its interest in this Lease or allow any lien or encumbrance to be placed upon the Leased Equipment or its interest in the Lease.

7. *Default.* This Lease may be terminated at the election of the Lessor if Lessee is not maintaining the Leased Equipment, does not comply with the terms or conditions hereof, or otherwise defaults under this Lease. Upon any such default or termination, Lessor may take possession of the Leased Equipment and may relet the same at any rent readily obtainable. Lessee agrees to pay Lessor on demand the amount of all loss and damages (including lost rents and late charges) that Lessor may suffer because of such termination or default, together with all costs Lessor may incur in the collection thereof, including attorneys' fees and court costs.

8. *Assignment.* Lessee may not assign or sublet any of its right, title or interest in and to this Lease or the Leased Equipment covered hereby without the prior written consent of Lessor. Only Lessee shall be allowed to use and operate the Leased Equipment during the term of this Lease.

9. *Nonwaiver.* None of the terms, covenants or conditions of this Lease shall be deemed waived by any act of Lessor unless the same is specified in writing.

10. *Severability.* Should any provision of this Lease be determined to be invalid, illegal or unenforceable [by a court of competent jurisdiction], then such provision shall automatically be amended so as to make it valid, legal and enforceable, but keeping it as close to its original meaning as possible. The invalidity, illegality or unenforceability of any provision shall not affect in any manner the other provisions herein contained, which shall remain in full force and effect.

11. *Amendment and Applicable Law.* Except as specifically provided otherwise herein, this Lease shall be amended only by a writing signed by both parties hereto. This Lease shall be construed under the laws of the State of Connecticut.

12. *Captions and Binding Effect.* The captions in this Lease are for reference purposes only and shall in no way limit or extend the provisions herein. The Lease shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and date first above written.

LESSOR:

[name]

LESSEE:

[*name*]