



Equipment Lease Agreement

This Equipment Lease Agreement (the “Agreement”) is made and entered on _____, by and between D & J Group, LLC (“Lessor”) and _____ (“Lessee”), located at (collectively referred to as the “Parties”)

The Parties agree as follows:

1. EQUIPMENT: Lessor hereby leases to Lessee the Merchant Terminal (the “Equipment”)

2. LEASE TERM: The lease will start on _____ (begin date) and will end when the Merchant Account is cancelled.

3. LEASE PAYMENT: Lessor agrees to lease the Equipment to Lessee for a rent of \$0 a month (free of charge) as long as Lessee binding the Merchant Service that Lessor offers. In any event of default, Lessor will ACH Lessee business account in the amount of \$500 for the replacement of the equipment.

4. DEFAULTS: The occurrence of a one or more of the following events will constitute an event of default (“Event of Default”) under this Agreement:

(a) If Lessee decides to no longer using Merchant Service that Lessor offers and fails to return the Equipment with in seven (7) days from the last day of service, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary. Lessee shall have seven (7) days from the date that Lessee decides to no longer using Merchant Service to return the Equipment to Lessor in a good and working condition.

Lessor may at Lessor’s option (a) cure such default and the cost of such action may be added to Lessee’s financial obligations under this Agreement: or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement.

5. POSSESSION AND SURRENDER OF EQUIPMENT: Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor’s agent in good condition and working order, ordinary wear and tear accepted, as it was at the commencement of the Agreement.

6. USE OF EQUIPMENT AND REPAIR: Lessee or Lessee’s agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

7. MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee’s sole expense, keep the Equipment clean and in good working order. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

8. OWNERSHIP: The Equipment is and shall remain the exclusive property of Lessor.



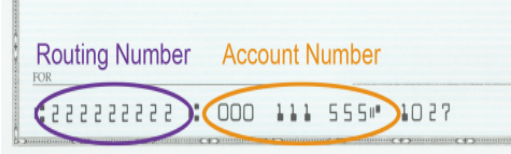
D & J Group, LLC

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9. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

10. I authorize D & J Group, LLC to charge my bank account for any payment due.

Account Type: <input type="checkbox"/> Checking	
Name on Acct _____	
Bank Name _____	
Account Number _____	
Bank Routing # _____	
Bank City/State _____	



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

LESSOR:

LESSEE / PERSONAL GUARANTOR

D & J Group, LLC

D & J Agent Name

SS#: _____ - _____ - _____
Personal Guarantor Name

(Sign) _____ / ____ / ____
Date

(Sign) _____ / ____ / ____
Date

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify D & J Group, LLC in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that D & J Group LLC. may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$35 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.