

**EQUIPMENT RENTAL LEASE  
AND  
MAINTENANCE AGREEMENT**  
FORM 7

STATE OF FLORIDA  
\_\_\_\_\_ COUNTY

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between GULF POWER COMPANY, a Florida corporation, hereinafter called the Lessor, and \_\_\_\_\_ hereinafter called the Lessee

**WITNESSETH:**

WHEREAS, the Lessee desires to lease from the Lessor the equipment hereinafter described; and

WHEREAS, the Lessor is willing to lease such equipment upon the terms and conditions specified herein;

IT IS NOW, THEREFORE, agreed between the parties as follows:

1. The Lessor does hereby lease unto the Lessee, subject to the terms and conditions of this contract, the following described personal property, to-wit:

2. The term of this lease shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall be in full force and effect thereafter for a period of \_\_\_\_ (\_\_\_\_) years (the "Initial Term"), and shall thereafter continue in full force and effect for successive periods of \_\_\_\_ years each (collectively, the "Term"); provided that either party may terminate this lease by giving the other party written notice of termination not less than \_\_\_\_ (\_\_\_\_) days prior to the end of the Initial Term or any successive term, as the case may be.

3. For the use of said property herein described during the Initial Term, the Lessee agrees to pay to the Lessor rent of \$ \_\_\_\_\_ per annum, payable in \_\_\_\_\_ installments of \$ \_\_\_\_\_, the first installment being due and payable on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the other installments being due and payable on the \_\_\_\_\_ day of each month thereafter until all installments have been paid in full. In lieu of making monthly payments during the Initial Term Lessee may, with the consent of Lessor, make a lump sum payment of \$ \_\_\_\_\_. In the event that the lease extends beyond the Initial Term, Lessee shall make monthly payments of \$ \_\_\_\_\_ until the lease is terminated in accordance with paragraph 2 above. Lessee hereby waives all exemptions under the constitution and the laws of the State of Florida or any other State as to personal property and agrees to pay all costs of collecting any such amounts, including a reasonable attorney's fee if said amounts are not paid when due. Concurrently with each rent payment, Lessee shall pay to Lessor an amount equal to all sales and use tax applicable to such rent payment.

4. The Lessee agrees to keep the property hereby leased upon the premises of the Lessee described as follows:

and shall not remove the same during the Term without first obtaining the written consent of the Lessor, and at the expiration thereof, of other sooner termination of this lease, the Lessee shall return the said property to the Lessor at \_\_\_\_\_ or to any other place within equal distance which may be designated by the Lessor, in like good order as the same now is, natural wear and tear excepted. Said property shall always be open to inspection to the Lessor, or its agents, at any time during the terms of this lease.

**ISSUED BY:** S. W. Connally, Jr.

**EFFECTIVE:** July 1, 2017

FORM 7 (Continued)

5. The Lessee agrees not to assign this lease or sublease or in any way part with the possession of said property, or any part thereof, without first obtaining the written consent of the Lessor.

6. Should the Lessee fail to keep and perform any of the agreements and conditions of this lease, or should an execution or attachment be levied upon said property, or should the Lessee execute an assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or should an order for relief be entered in an involuntary bankruptcy filed against Lessee, or should proceedings for the appointment of a receiver be commenced in any Court against the Lessee, then the Lessor may without any previous notice or demand terminate this lease and take possession of and remove said property without any liability whatever to the Lessee, and for that purpose may enter upon any premises where said property is located; but no such termination of this lease shall relieve the Lessee from liability for damages for the breach of any of the covenants and conditions herein contained. The Lessee agrees to protect the Lessor, its agents and representatives, against all claims for damages for any trespass that may be committed in recovering said property. If this lease is terminated by Lessor, then all rent and other charges due and to become due hereunder shall be deemed accelerated and shall be immediately due and payable in full, and , in addition, Lessee shall promptly pay Lessor upon demand the amount of all collection costs and all costs to recover and remove the property hereby leased incurred by Lessor, including reasonable attorney's fees and costs.

7. It is further understood and agreed that nothing herein contained shall vest any title, legal or equitable, in said property in the Lessee. And it is understood that the fixing of said property to the said premise of the Lessee shall not change or affect its character as the personal property of said Lessor nor relieve the said leased property from the conditions and provisions of this lease.

8. The Lessor agrees to maintain said property in good operating condition during the term of this lease. The Lessee agrees to indemnify the lessor against any damage to said property resulting from any willful misuse of the same by the Lessee or from its negligence. The Lessee further agrees that it will use reasonable diligence to protect said property from any damage.

9. A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

10. All previous communications between the parties hereto, whether verbal or written, with reference to the subject matter of this agreement, are hereby abrogated, and no modification hereof shall be binding unless it shall be approved by an officer of the Lessor.

LESSEE

GULF POWER COMPANY

By: \_\_\_\_\_  
(Print or Type Name)

By: \_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_