

ACABA EQUIPMENT LEASE

THIS EQUIPMENT LEASE ("Lease") is made and effective (Date) _____, by and between the **Athens County Area Beekeepers Association** ("Lessor") and (Print Name) _____ ("Lessee"). NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment"):

- One (1) Honey Extractor, (3-frame)
- One (1) Strainer
- One (1) Cappings knife
- One (1) Cappings Scratcher
- One (1) Cappings Tank

2. **Term.** The term of this Lease shall commence on _____ (Start Date) and shall expire three (3) days thereafter.

3. **Pick-up and Return.** Lessee shall be responsible for pick-up of the Equipment at Mike McAvoy's residence. His contact information is:

312 Carroll Road
Athens, OH 45701
Phone (740) 541-3584
athensbeekeepers@gmail.com

Upon the expiration of this Lease, Lessee shall be responsible for the **complete cleaning** and return of the Equipment to Lessor. The Equipment shall be returned in a good repair condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Lessee's cost to Jack Cantrell's premises. The Lessee shall be responsible for a Late Return Fee of **\$10.00** per day, for any portion or full day over and above the Term of this lease.

4. **Rent and Deposit.** The three (3) day rent for the Equipment in the amount of **\$10.00** shall be paid in advance. Lessee shall pay a **\$25.00** deposit prior to taking possession of the Equipment. The deposit will be refunded to Lessee promptly following Lessee's performance of all obligations in this Lease.

5. **Use.** Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, and municipal, laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

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6. Loss and Damage. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option:

- (i) Place the same in good repair, condition and working order; or
- (ii) Replace the same with like equipment in good repair, condition and working order; or
- (iii) Pay to Lessor the replacement cost of the Equipment.

7. Indemnity. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

8. Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

9. Entire Agreement. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

10. Assignment. Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

11. Governing Law. This Lease shall be construed and enforced according to laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

ACABA (Lessor)

ACABA Member (Lessee)

BY: _____
(Signature)

BY: _____