

<u>LESSEE INFORMATION</u>						
Corporate Business Name		DBA Name		Email Address		
Business Address		City	State	Zip Code	Business Phone Number	
Type of Business			Years in Business		<i>Business Type</i> CORPORATION PARTNERSHIP PROPRIETORSHIP NON-PROFIT	
Billing Address (if different than above)			City	State		Zip Code
Credit Card Number/Expiration Date		Cardholder Name				

<u>EQUIPMENT SUPPLIER</u>	<u>DESCRIPTION OF LEASED EQUIPMENT</u>		
Dixie Medical, Inc. P.O. Box 969 Franklin, TN 37065	<u>Equipment Type</u>	<u>Quantity</u>	<u>Unit price without tax</u>
	_____	_____	\$ _____
	_____	_____	_____

<u>SCHEDULE OF PAYMENTS</u>	
Lease Term: _____ (in months)	
Monthly Lease Charge: \$ _____	
(total unit price without tax)	
PLUS additional monthly charges: \$ _____	
Total Monthly Charges:* \$ _____	<i>*All charges subject to applicable tax</i>

<u>LEASE ACCEPTANCE</u>			
Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes Dixie Medical, Inc. or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. If the Application is approved, each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. <b>THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED HEREIN.</b>			
<u>X</u> _____	Title	Print Name	Date
Lessee Signature			

<u>PERSONAL GUARANTY</u>			
Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.			
<u>X</u> _____	an Individual	Print Name	Date
Personal Guarantor's Signature (No Title Allowed)		Home Phone Number	
Home Address	City	State	Zip Code
			Social Security #

<b>DO NOT WRITE IN THIS SPACE</b>			
<b>Lessor Acceptance:</b>			
<u>X</u> _____	Title	Signature	Date
Name (please print or type)			

This Equipment Lease Agreement ("Agreement") is being entered into by and between Dixie Medical, Inc. and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we", "our" and "us" refer to Dixie Medical, Inc. and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns.

Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to charge any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Equipment Lease Agreement to Lessee's credit card named above, or such other credit card as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its credit card for the full amount due under this Agreement. Further, Lessee authorizes the credit card issuer to accept any charges initiated by Lessor to Lessee's credit card. In the event that Lessor erroneously charges Lessee's credit card, Lessee authorizes Lessor to credit Lessee's credit card for an amount not to exceed the original amount of the charge. This authorization is to remain in full force and effect until Lessor has received written notice from Lessee of its termination in such time and in such manner as to afford Lessor a reasonable opportunity to act.

1. Equipment. We agree to lease to you and you agree to lease from us the equipment identified on the cover page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "AS IS" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose except as follows: If the Equipment fails to work through no fault of Lessee, Lessor shall provide comparable replacement parts or equipment. In no event shall Lessor's liability exceed the replacement cost of the Equipment.

#### 2. Effective Date, Term and Interim Rent.

- (a) This Lease Agreement becomes effective on the date accepted by us. This Lease Agreement remains in effect until all of your obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.
- (b) The term of this Lease Agreement begins on a date the equipment is delivered to you (the "Commencement Date"), and continues for the number of months indicated on the Equipment Lease Agreement. THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED.

#### 3. Payment of Amounts Due.

- (a) The monthly lease charge is due and payable on the same day of each successive month thereafter of the lease period for each piece of lease equipment, except that the first three (3) payments of the monthly lease charge for each piece of Equipment are due and payable upon acceptance of this lease by us. You agree to pay all assessed costs for delivery of Equipment. You authorize us to charge all lease payments and collect any amounts due to us under this Lease by charging your credit card, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.
- (b) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.
- (c) Your lease payments will be due despite dissatisfaction with the Equipment for any reason.
- (d) Whenever any payment is not made by you in full when due, you shall pay us a late charge an amount equal to ten percent (10%) of the amount due but no less than \$5.00 for each month during which it remains unpaid (prorated for any partial month), but in no event more than the maximum amount permitted by law. You shall also pay to us an administrative charge of \$10.00 for charge to your credit card that is rejected.
- (e) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense charge of \$25 for each aggregate payment requiring a collection effort, plus Court costs, attorneys' fees and costs of collection.

#### 4. Use and Return of Equipment; Insurance.

- (a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.
- (b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.
- (c) You shall not create, incur, assume or allow to exist any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.
- (d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits and training required to operate the Equipment.
- (e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.
- (f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.
- (g) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.
- (h) You shall provide proof of insurance. The loss, destruction, theft, or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

5. Title to Equipment We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney-in-fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

6. Return or Purchase of Equipment at End of Lease Period. Upon the completion of your lease term or any extension thereof, you will return the Equipment to us at our expense, provided you must pack the Equipment properly.

7. Software License. We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"), and you shall have only a nonexclusive license to use the Software in your operation of the Equipment.

8. Limitation on liability. We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the equipment or resulting loss of business except as otherwise provided herein. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

9. Warranties. All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement, except as otherwise provided herein.

10. Indemnification. You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

#### 11. Default Remedies.

- (a) If any charge to your credit card initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder.
- (b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this lease and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate and declare immediately due and payable all monthly lease charges for the remainder of the applicable lease period together with the fair market value of the Equipment (as determined by us), not as a penalty but as liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In any case, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your credit card or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, in any case without notifying you prior to doing so.

12. Assignment. You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

13. Lease Guaranty. No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

14. Governing Law; Miscellaneous. This Agreement shall be governed by and will be construed in accordance with the laws of the State of Tennessee (without applying its conflicts of laws principles). If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

15. Dispute Resolution and Arbitration. If the parties disagree as to any matter governed by this Agreement, the parties shall promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that equitable relief may also be sought in a court located in Williamson County, Tennessee, and both parties hereby submit to the jurisdiction of such court.

16. Notices. All notices must be in writing, and shall be given (a) if sent by mail, when received, and (b) if sent by courier, when delivered; if to you at the address appearing on the cover page of this Agreement, and if to us at P.O. Box 969, Franklin, TN 37065 or 1185 West Main St., Franklin, TN 37064. Our toll free telephone number is 1-866-349-4364.

17. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**Lease AED Return Policy and Instructions**

In order to cease monthly billing on your Lease Agreement, please call (877-349-8704) or email [justin@leaseaeds.com](mailto:justin@leaseaeds.com) to receive your return authorization. Pack the unit in the original box, and we will schedule a UPS pickup. Please note that the Lessor is responsible for packing material and any damage that results in shipping.

Please fill out the following information. Return the unit and this form to the following address:

**Dixie Medical Inc.  
Dba LeaseAEDs.com  
1185 West Main St.  
Franklin, TN 37064**

**LESSEE INFORMATION**

<b>Corporate Business Name</b>		<b>Contact Name</b>		<b>Email Address</b>
<b>Business Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Business Phone</b>
<b>Type of Business</b>			<b>Years in Business</b>	
<b>Billing Address (if different than above)</b>		<b>City</b>	<b>State</b>	<b>Zip Code</b>

1. Date returned \_\_\_\_\_
2. Original Sales Order number found on invoice  
\_\_\_\_\_
3. AED make and model \_\_\_\_\_
4. Serial Number: -  
\_\_\_\_\_
5. Is the unit damaged in any way? If so, please explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_