



FITNESS CENTRE 36 MONTH LEASE CONTRACT

Company Name:

(the "Leasee") hereby applies to lease a Concept 2 Indoor Rower from Concept Hire Ltd on the basis of the information contained in this application form which I declare to be true and correct and I have read and understand the terms and conditions of lease set out below, on the back of this form and attachment and I agree to be bound by those terms and conditions.

Signed by:

Date:

*The Company Name (if applicable) and a signature and date is required to be completed for this application to be processed.

DETAILS	
Trading Name of Fitness Centre: _____	
Postal Address: _____	
Physical Address: _____	
Phone: _____	Fax: _____
Managers Name: _____	Mobile: _____
Owner(s) of Fitness Centre: _____	
Address: _____	
Phone _____	Mobile: _____

<p>INITIAL PAYMENT <u>Inclusive of GST</u></p> <p>Registration Fee: \$30.00</p> <p>Bond - \$150.00 per machine: \$</p> <p>First Months Lease Fees \$</p> <p>Courier Fees: \$</p> <p><u>Balance Due:</u> \$</p> <p>Initial Payment to be made by:</p> <p><input type="checkbox"/> Cheque</p> <p><input type="checkbox"/> Credit Card – Visa or MasterCard</p> <p>Card Number:/...../...../.....</p> <p>Expiry Date:/.....</p> <p>Name on Card:</p> <p><input type="checkbox"/> Direct Credit to 020432 0418400 25</p>	<p>DEFINITIONS <u>Inclusive of GST</u></p> <p><small>(Definitions form part of the Terms & Conditions)</small></p> <p>Model and number of Indoor Rowers to lease:</p> <p>.....Model D/PM3 @ \$70.00 per month</p> <p>..... Model D/PM4 @ \$80.00 per month</p> <p>..... Model E/PM4 @ \$90.00 per month</p> <p>\$..... Total monthly amount</p> <p>Automatic Payment Option: Please select:</p> <p><input type="checkbox"/> Weekly -\$ <input type="checkbox"/> Monthly-\$</p> <p>Contract Start Date</p> <p>Contract End Date</p> <p>Serial Numbers:</p> <p>.....</p> <p>.....</p>
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The completed Lease Application and Terms & Conditions may be faxed to Concept Hire Ltd on 07 552 6712 or posted to PO Box 16064, Tauranga. In addition to faxing, please post the original signed Lease Contract and Terms & Conditions to Concept Hire Ltd. Tel 07 552 6711

CONCEPT HIRE LTD
Terms and Conditions for Lease of the Concept 2 Indoor Rower
For Company or Fitness Centre

- 1. Lease Charge** - The Lessee shall
 - a) Pay the bond, part period payment and freight due upon signing this form and
 - b) Pay the weekly fee in advance on or about the Wednesday of every week until this agreement is terminated in accordance with clauses 5 and 6 or pay the monthly fee in advance on the 21 st day of every month until this agreement is terminated in accordance with clauses 5 and 6.
- 2. Payment** - The Lessee authorises payment of the weekly or monthly fee by automatic payment to Concept Hire Ltd from the Lessee's designated bank account. The Lessee may change his/her designated bank account by notifying Concept Hire Ltd and completing a replacement form.
- 3. Lease Period** - The Lessee agrees
 - a) That the lease period commences from the time the Indoor Rower leaves Concept 2's premises and
 - b) That the Lessee is obligated to pay lease fees to Concept Hire Ltd until the Indoor Rower is actually returned to Concept 2's premises, the end of the Lease Period.
 - c) That all courier / freight charges will be met by the Lessee
 - d) To lease the Concept 2 Indoor Rower for the minimum period of 36 months and
 - e) To pay the Weekly or Monthly Fees as they fall due for the whole of the Lease Period
 - f) That the Lessee will pay the Weekly or Monthly Fees in accordance with clause 3 (e) above even if the Lessee wishes to terminate this agreement before the end of the Minimum Period
 - g) Lease will continue after the end of the Minimum Period unless terminated in accordance with clause 5
- 4. Care of Equipment**
 - a) The Lessee shall take proper care of the Indoor Rower. The Lessee is responsible for regular cleaning and maintenance of the Indoor Rower to ensure optimum operating efficiency.
 - b) Equipment lost or damaged beyond repair will be paid for by the Lessee at the regular replacement cost as stipulated from time to time by Concept Hire Limited.
 - c) All damaged equipment which may be repaired will be repaired by Concept Hire Ltd and the cost for such repairs paid by the Lessee.
 - d) Breakdown of the Indoor Rower resulting from misuse shall not shorten the period of lease.
- 5. Termination of Lease** - The Lessee may terminate his / her lease of the Concept 2 Indoor Rower at any time after the expiry of the Minimum Period of 36 months upon giving two weeks' notice in writing to Concept Hire Ltd of his / her intention to do so.
- 6. Termination by Concept Hire**
 - a) Concept Hire Ltd may terminate the period of lease if the Lessee fails to make payment of any fee on the due date.
 - b) Where Concept Hire Ltd terminates the lease period pursuant to clause 6(a) Concept Hire Ltd shall have the right to seek recovery of all fees owing to it in terms of this agreement including the balance of any unexpired lease period.
 - c) The Lessee authorises Concept Hire Ltd and its employees and agents to bring its vehicle onto the Lessee's property to recover the Concept 2 Indoor Rower at any time if these terms and conditions are breached.
- 7. Administration / Overdue Fees**
 - a) Concept Hire Ltd may charge and the Lessee shall pay a reasonable administration fee if Concept Hire Ltd is unable to obtain due payment of outstanding fees.
 - b) In the event of outstanding fees Concept Hire Ltd will refer the balance to a collection agency. Any collection costs incurred from the collection agency will be the responsibility of the Lessee.
 - c) Concept Hire Ltd will not be held responsible for fees charged to any Lessee by the bank where funds in the Lessee's account were not sufficient to cover amounts due.
 - d) The \$150 bond will be used if necessary to clear outstanding lease fees at the end of the lease period.

8. Limitation of Liability - The Lessee shall not have any claim against Concept Hire Ltd for loss or damage or personal injury including disability and death suffered as a result of the Lessee's use of the Indoor Rower.
Further, the Lessee will indemnify Concept Hire Ltd against any claim by a third person in result of any loss, injury or liability arising from this hiring or arising from the use of the equipment by the Lessee

9. Personal Property Securities Act ("PPSA")

- a) The Lessee grants Concept Hire Limited a Security Interest in the Concept 2 Indoor Rower leased pursuant to this agreement as security for the payment and performance of all the Lessee's indebtedness and obligations under this agreement.
- b) The Lessee will, when requested by Concept Hire Limited, promptly execute any documents and do anything else required by Concept Hire Limited to ensure that the Security Interest created under this agreement constitutes a first ranking perfected Security Interest over the Concept 2 Indoor Rower, including any information Concept Hire Limited reasonably requires to complete a Financing Statement or a Financing Charge Statement.
- c) The Lessee waives any right to receive a copy of the Verification Statement under the PPSA.
- d) The Lessee will pay to Concept Hire Limited all costs, expenses and other charges incurred, expended or payable by Concept Hire Limited in relation to the filing of a Financing Statement or a Financial Charge Statement in connection with this agreement.
- e) The Lessee acknowledges that this agreement constitutes a Security Agreement for the purpose of the PPSA.
- f) Concept Hire Limited may, in it's sole and absolute discretion, allocate and, notwithstanding any allocation, re-allocate any amounts received in relation to the Lessee's indebtedness and obligations in any manner it determines, including any manner required to preserve any purchase money security interest it has in any Goods.
- g) The Lessee will not allow a Security Interest to be created or registered over the Concept 2 Indoor Rower other than this security interest.
- h) The Lessee agrees that nothing in section 114(1)(a), 117(IXc) 133, and 134 of the PPSA shall apply to this agreement.
- i) The Lessee agrees that he rights of the Lessee as debtor in section 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA shall not apply to this agreement.
- j) The Lessee will on demand, pay any costs an expenses of, or incurred by, Concept Hire Limited as a result of enforcing any of its rights under this agreement.
- k) Property and ownership in the Concept 2 Indoor Rower remains with Concept Hire Limited and does not pass pursuant to this agreement to the Lessee.
- l) The provisions of this clause survive termination of this agreement.

I have read, understand and agree with the Terms and Conditions of lease

Signature: _____

Name: _____

Date: _____