

SHORT-TERM EQUIPMENT LEASE

OrderDog, Inc. (“we”, “us”, “ORDERDOG” or “Lessor”) agrees to lease to you (“Customer”, “you” or “Lessee”) and you agree to lease from us, the equipment and/or software (the “Equipment”) listed below.

Customer					
Company Name					Partner ID
Address			Federal Tax ID (Required)		
City		State	Zip	Telephone	Fax
Primary Contact			Email		

Equipment	Price	Total
Scanner(s)	\$ 175 / week	
Total Due Immediately (1-time payment, NOT including shipping and sales tax):		

The Equipment also includes any replacement parts, repairs, additions and accessories that you may add to the Equipment. The Equipment does NOT include any consumable parts or supplies such as batteries, styluses, paper, toner, etc. as applicable.

1. PURCHASING AND INSTALLING THE EQUIPMENT

We will purchase the Equipment from its manufacturer/distributor (the “Supplier”) and deliver the Equipment to you at your expense.

2. TERM

THE TERM OF THIS LEASE (THE “TERM”) IS ONE (1) WEEK AND WILL AUTOMATICALLY BE RENEWED FOR SUCCESSIVE ONE (1) WEEK TERMS AT THE RENTAL RATE IN EFFECT AT THAT TIME UNLESS YOU RETURN THE EQUIPMENT BY THE END OF THE TERM, OR PROVIDE PROOF THAT THE EQUIPMENT HAS BEEN SHIPPED AND IS IN ROUTE.

3. RENT

- a. The first rent payment is due at the beginning to the Term or at a later date that we agree to in writing. Subsequent rent payments are due on the same day of each successive month until you pay us in full all of the rent and any other charges or expenses you owe us.
- b. The monthly rent is indicated above. The rent is payable monthly in advance from time to time. You agree that you owe us the total of all of these rent payments over the Term of this Lease.
- c. YOUR OBLIGATION TO PAY US ALL RENT IS ABSOLUTE AND UNCONDITIONAL. YOU ARE NOT EXCUSED FROM PAYING THE RENT, IN FULL, FOR ANY REASON. YOU AGREE THAT YOU HAVE NO DEFENSE FOR FAILURE TO PAY THE RENT AND YOU WILL NOT MAKE ANY COUNTERCLAIMS OR SETOFFS TO AVOID PAYING THE RENT.

4. NON-CANCELABLE LEASE. YOU AGREE THAT YOU MAY NOT CANCEL OR TERMINATE THIS LEASE.

5. PROTECTION OF OUR INTEREST IN THE EQUIPMENT; FEES.

- a. The Equipment is our property. It will remain our property. You will not own the Equipment. If we request, you will put labels supplied by us stating “PROPERTY OF ORDERDOG” on the Equipment where they are clearly visible.
- b. You give us permission to add to this Lease the serial numbers and other information about the Equipment.

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- c. While this Lease is intended to be a lease (and not a loan), you grant us a Security interest in the Equipment to protect our interest in the Equipment if this Lease is later determined to be a security agreement. You give us permission to file this Lease or a Uniform Commercial Code financing statement in order to perfect this security interest. You also give us permission to sign your name on the Uniform Commercial Code financing statements where this is permitted by law.
- d. At your expense, you will defend our ownership rights in the Equipment against, and keep the Equipment free of, any legal process, liens, security interest, attachments, levies and executions. You will give us immediate written notice of any legal process, liens, attachments, levies or executions, and you will indemnify us against any loss that results to us from these causes.
- e. You will notify us at least 15 days before you change the address of your principal executive office.
- f. You will promptly sign and return additional documents that we may request in order to protect our interest in the Equipment.

6. CARE, USE, LOCATION AND ALTERATION OF THE EQUIPMENT

- a. We will repair the Equipment at our expense unless it has been damaged by your negligence or intentional misconduct. As determined by our staff, if the equipment cannot be repaired it will be replaced. You will pay for shipping insurance and handling charges when the Equipment has to be repaired, unless a "Free Shipping Warranty" was purchased. If the damage was caused or the repairs necessitated by your negligence or intentional misconduct, you shall pay the retail cost of repairing or replacing the Equipment.
- b. You will use the Equipment only for business purposes. You will obey all legal and regulatory requirements in your use of the Equipment.

7. RETURN OF EQUIPMENT

Return conditions: You will return the Equipment at the end of the term to return, freight and insurance prepaid by you, to us at a location we request in the United States of America in good operating condition, excepting normal wear and tear.

8. INSURANCE

- a. Until you have properly returned the Equipment to us, you will keep it insured. The amount of the insurance, the coverage, and the insurance company must be acceptable to us.
- b. You appoint us as your "attorney-in-fact" to make claims under the insurance policies, to receive payments under the insurance policies, and to endorse your name on all documents, checks or drafts relating to insurance claims for Equipment.

9. TAXES

You will pay all sales, property, use, excise, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges imposed on the ownership, possession, use or lease of the Equipment.

10. INDEMNITY

You will indemnify us, defend us and hold us harmless. This applies to any and all claims, expenses and attorney's fees concerning or arising from the Equipment or this Lease. It includes any claims concerning the use, operation or return of the Equipment, excluding claims arising out of gross negligence or willful misconduct. This obligation of yours to indemnify us continues even after the Term is over.

11. DEFAULT

You are in default if any of the following happens:

- a. You do not pay us, within five (10) days of when it is due, any rent payment or other payment that you owe us under this Lease, or any other lease, loan or other financial arrangement that you have with us.
- b. You do something you are not permitted to do, or you fail to do anything that is required of you, under this Lease, or any other lease, loan or other financial arrangement that you have with us, which continues uncured for thirty (30) days after written notice by us to you.
- c. You or any guarantor file bankruptcy, or involuntary bankruptcy is filed against you or any guarantor and is not dismissed within 60 days.

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- d. Without our permission, which shall not be unreasonably withheld or delayed you sell all or a substantial part of your assets, merge or consolidate, or a majority of your voting stock or interests (or any guarantor's voting stock or interests) is transferred.

12. REMEDIES, DEFAULT INTEREST, LATE FEES

If you are in default we may exercise one or more of our "remedies." Each of our remedies is independent. Our exercise of any remedy will not prevent us from exercising any other remedy or be in an "election of remedies." Our remedies allow us to do one or more of the following:

- a. Require you to immediately pay us all rent for the entire Term.
- b. Sue you for all rent and other amounts you owe us.
- c. Require you at your expense to immediately return the Equipment to us.
- d. Suspend your use of any Equipment you rented.
- e. You will also pay us the following:
 - i All our expense of enforcing our remedies. This includes all our expenses to repossess, store, ship, repair and sell the Equipment.
 - ii Our reasonable attorney's fees and expenses.
 - iii (Late Fees) Default interest on everything you owe us from the date of your default to the date on which we are paid in full. The "default interest rate" will be one and one-half (1.5%) percent per month. If this interest rate exceeds the highest legal interest rate, you will only be required to pay us default interest at the highest legal interest rate.

You realize that the damages we could suffer as a result of your default are very uncertain. You also realize that the value of an unexpired lease Term is difficult or impossible to calculate. This is why we have agreed with you in advance on the discount rates and default interest rate to be used in calculating the payments you will owe us if you default. You agree that, for these reasons, the payments you will owe us if you default are "agreed" or "liquidated" damages. You understand that these payments are not "penalties" or "forfeitures."

13. ASSIGNMENT

WE MAY ASSIGN THIS LEASE OR ANY RENT PAYMENTS WITHOUT YOUR PERMISSION. WE MAY GRANT A SECURITY INTEREST IN THE EQUIPMENT WITHOUT YOUR PERMISSION. THE PERSON TO WHOM WE ASSIGN IS CALLED THE "ASSIGNEE." THE ASSIGNEE WILL NOT HAVE ANY OF OUR OBLIGATIONS UNDER THIS LEASE.

AFTER ASSIGNMENT YOU MAY "QUIETLY ENJOY" THE USE OF THE EQUIPMENT SO LONG AS YOU ARE NOT IN DEFAULT.

UNLESS YOU RECEIVE OUR WRITTEN PERMISSION (WHICH WILL NOT BE UNREASONABLY WITHHELD), YOU MAY NOT ASSIGN OR TRANSFER YOUR RIGHTS UNDER THIS LEASE. YOU ALSO ARE NOT ALLOWED TO SUBLET THE EQUIPMENT OR LET ANYBODY ELSE USE IT UNLESS WE GIVE YOU OUR WRITTEN PERMISSION.

14. UNIFORM COMMERCIAL CODE DISCLAIMERS OF WARRANTIES AND WAIVERS

WE DO NOT MAKE ANY WARRANTY AS TO THE EQUIPMENT. WE DO NOT MAKE ANY WARRANTY AS TO "MERCHANTABILITY" OR "SUITABILITY" OR "FITNESS FOR A PARTICULAR PURPOSE" OR "NONINFRINGEMENT" OF ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT.

WE WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO YOU OR ANYBODY ELSE AS A RESULT OF ANY DEFECTS, HIDDEN OR OTHERWISE, IN THE EQUIPMENT UNDER "STRICT LIABILITY" LAWS OR ANY OTHER LAWS.

WE WILL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR GOODWILL.

15. UNIFORM COMMERCIAL CODE ARTICLE 2A PROVISIONS.

YOU WAIVE ANY AND ALL OF YOUR RIGHTS AND REMEDIES UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, INCLUDING SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.

THIS LEASE IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS, THE STATE IN WHICH OUR OFFICE IS LOCATED IN WHICH FINAL APPROVAL OF THE TERMS AND CONDITIONS OF THIS LEASE OCCURRED AND FROM WHICH PAYMENT FOR THE EQUIPMENT WILL BE ORDERED.

ANY DISPUTE UNDER THIS AGREEMENT WILL BE SETTLED IN DALLAS, TEXAS BY BINDING ARBITRATION USING THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

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16. NOTICES

We may give you written notice in person, by mail, by overnight delivery service, or by fax. Notice will be sent to your address below your signature. Mail notice will be effective three (3) days after we mail it with prepaid postage to the right address. Overnight delivery notice requires a receipt and tracking number. Fax notice requires a receipt from the sending machine showing that it has been sent to your fax number and received.

You may give us notice the same way that we may give you notice.

17. GENERAL

TIME IS OF THE ESSENCE OF THIS LEASE.

This Lease is the entire agreement between you and us concerning the Equipment.

Only an employee of OrderDog who is authorized by corporate resolution or policy may modify or amend this Lease on our behalf, and this must be in writing. If more than one person is the Lessee under this Lease then each of you is jointly and severally liable for your obligations under this Lease.

If any provision in this Lease is unenforceable, then that provision must be deleted. Only unenforceable provisions are to be deleted. The rest of the lease will remain as written.

ACCEPTED:

LESSOR:
ORDERDOG, INC.

LESSEE:
CUSTOMER

By _____

By _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Personal Guaranty

IN CONSIDERATION OF ORDERDOG LEASING EQUIPMENT TO CUSTOMER AT MY REQUEST, I (OR WE, IF THERE IS MORE THAN ONE OF US, INDIVIDUALLY, JOINTLY AND SEVERALLY) HEREBY PERSONALLY GUARANTEE AND BIND MYSELF TO PAY ORDERDOG ON DEMAND ANY SUM WHICH MAY BECOME DUE TO ORDERDOG BY THE CUSTOMER WHENEVER THE CUSTOMER SHALL FAIL TO PAY THE SAME. I ALSO AGREE TO PAY ORDERDOG'S LEGAL FEES AND COSTS INCURRED IN ENFORCING THIS LEASE AGREEMENT AND THIS PERSONAL GUARANTY. I DO HEREBY WAIVE NOTICE OF DEFAULT, NONPAYMENT AND NOTICE THEREOF, AND CONSENT TO ANY MODIFICATION OR RENEWAL OF THE EQUIPMENT LEASE AGREEMENT HEREBY GUARANTEED.

Signature of Guarantor #1	Print Name of Signer	Social Security Number (Required)	Date
X			
Signature of Guarantor #2	Print Name of Signer	Social Security Number (Required)	Date
X			