

CUSTOMER INFORMATION

Last Name		First Name	Middle Initial	
Street Address	Apt.	City	State	ZIP Code
Phone Number	Email	Customer Number		

CO-BUYER INFORMATION

Last Name		First Name	Middle Initial	
Street Address	Apt.	City	State	ZIP Code
Phone Number	Email			

LOCTION INFORMATION

Name of Farm	Number of Stalls	Size of Stalls	Installation: New / Existing	
Street Address		City	State	ZIP Code
Phone Number	Email			

SELLER INFORMATION

Company Name	Salesperson Name		Phone Number	
Street Address	City	State	ZIP Code	
Email				

INSTALLER INFORMATION

Company Name	Supervisor Name		Phone Number	
Street Address	City	State	ZIP Code	
Email				

LENDOR/LESSOR/PAYMENT PLAN PROVIDER INFORMATION

Company Name	Contact Name		Phone Number	
Street Address	City	State	ZIP Code	
134 Rifgon Drive	Canonsburg	PA	15317	
Email				

LEASE INFORMATION

Lease Date	Contract Purchase Price	Deposit Price Per Stall	Monthly Payment Per Stall	
Lease Term	Total Deposit Price	Total Monthly Payments	Total Cost at End of Term	
Labor Costs	Labor Cost Deposit	Credit Card Fee	Total Deposit Due	Total Due Upon Installation

Note: Lease includes EnviroCare throughout the term of the lease.

Lease Agreement made this _____ day of _____, 20____ between customer(s) and Envirostall LLC.

1. LEASE AGREEMENT. Envirostall LLC hereby leases to customer(s) and customer(s) hereby leases from Envirostall LLC the Envirostall horse stall environmental protection system as described above, upon the terms and conditions set forth in this Lease. All terms and conditions of this Lease shall govern the rights and obligations of Envirostall LLC and customer(s) except as specifically modified in writing,

2. SELECTION OF TERM; ACCEPTANCE. Customer(s) will select the term of this agreement and pay the deposit designated above. Upon receipt of deposit, Envirostall LLC will determine quantity and supplier of each item and Envirostall LLC will then order items needed to complete the above installation request. Envirostall LLC acknowledges that customer(s) does not participated and will not participate in any way in Customer(s)'s selection of the equipment or of the supplier. All items will be drop shipped to the address above with delivery made to the person designated above. Customer(s) will accept any and all delivered products and assure the condition of these products for installation. Customer(s) agrees to inspect the deliveries and inform Envirostall LLC of the delivery and that the product is satisfactory in every respect. Customer(s) will have no liability for any delivery or failure by the supplier to fill the purchase order or to meet the conditions thereof.

3. INSTALLATION OF THE ENVIROSTALL SYSTEM. Customer(s) will select the method of installation of the Envirostall system. The cost of installation is a separate cost and is not included in the lease information above. Customer(s) have three options for installation:

a. Use Envirostall installers, a professional installer from your area selected by Envirostall LLC as a competent installer of the Envirostall system. Payment for the installer is fifty (50) percent, plus the cost of any necessary installation supplies above normal installation, upon consummation of this agreement. The remaining fifty (50) percent is due upon completion of installation;

b. Customer-selected professional installer who will install the Envirostall system under the guidance of an Envirostall site supervisor. Installer must adhere to all Envirostall installation guides and the instructions of the Envirostall site supervisor. Failure to do so could void the EnviroCare service plan. Payment for the installer is the responsibility of the customer; or,

c. Customer(s) self-installs the Envirostall system under the guidance of an Envirostall site supervisor. Customer(s) must adhere to all Envirostall installation guides and the instructions of the Envirostall site supervisor. Failure to do so could void the EnviroCare service plan.

4. DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES. Envirostall LLC, not being the manufacturer of the components of the Envirostall system nor the manufacturer's agent, makes no express or implied warranty of any kind whatsoever with respect to the components of the Envirostall system. Any warranties by Envirostall LLC regarding the performance of the Envirostall system are designated in the EnviroCare Protection Plan, which is in effect throughout the life of this lease.

5. ASSIGNMENT BY CUSTOMER(S). Assignment of this lease by customer(s) is prohibited. Without the prior written consent of Envirostall LLC, customer(s) shall not assign this lease or sublease the equipment or any interest therein, or pledge or transfer this lease, or otherwise dispose of the equipment covered hereby. If the location listed above is sold as part of a real estate transaction, customer(s) must inform Envirostall LLC no less than 30 days prior to and pay the remaining lease amount in advance of the real estate closing.

6. COMMENCEMENT; LEASE PAYMENTS. This Lease shall commence upon the written acceptance hereof by customer(s) and shall end upon full performance and observance by customer(s) of each and every term, condition and covenant set forth in this Lease. Customer(s) deposit shall be paid by check or credit card. Customer(s) shall pay a three (3) percent surcharge when using a credit card. Lease payments shall be in the amounts and frequency as set forth on the face of this Lease and must commence not later than the 15th day of the month following the date on the face of this Lease. All payments by customer(s) during the term of this lease shall be paid through the Envirostall Automatic Payment Plan as defined in the Envirostall Automatic Payment Plan Authorization Agreement. The Lease shall terminate on the last day of the month in which customer(s) makes the final lease payment.

7. OWNERSHIP AND MAINTENANCE. Ownership of the Envirostall system remains that of Envirostall LLC throughout the term of the lease. Envirostall LLC warrants and monitors the Envirostall system throughout the lease as specified in the EnviroCare plan. Daily maintenance of stalls containing the Envirostall system is the responsibility of customer(s). Upon completion of the term designated in the lease, ownership of the Envirostall system becomes that of the customer(s). Continuation of the EnviroCare plan is on-going at \$79.00 per month unless terminated in writing by customer(s). Upon termination of the EnviroCare plan, Envirostall LLC will no longer warrant or monitor the installed Envirostall systems, which now become the sole responsibility of the customer(s). Once the Envirocare plan is terminated, it cannot be reestablished.

8. CUSTOMER(S) REPRESENTATION. Customer(s) represents that its exact legal name, place of residence, business location, contact information, and state of incorporation, and/or its payment information, have been correctly identified to Envirostall LLC.

9. USE; EQUIPMENT LOCATION. Customer(s) shall use the Envirostall system as instructed, and shall not make any alterations, additions or improvements to the system without the prior written consent of Envirostall LLC. All additions, repairs or improvements made to the Envirostall system shall belong to Envirostall LLC until customer(s) take ownership of the Envirostall system. The Envirostall system shall be kept at the location specified above and shall not be removed without the prior written consent of Envirostall LLC.

10. OWNERSHIP. The Envirostall system shall remain the property of Envirostall LLC, and customer(s) shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. The Equipment shall remain personal property even though installed in or attached to real property.

11. SURRENDER. By this Lease, customer(s) acquires no ownership rights in the Envirostall system until reaching the term of this Lease. In the event of a default pursuant to Paragraph 20 hereof, customer(s), at its expense, shall remove the Envirostall system and return the Envirostall LLC in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as Envirostall LLC may specify. Customer(s) may choose to provide Envirostall LLC access to the barn area and allow, at the customer(s) expense, to remove the Envirostall system.

14. LOSS AND DAMAGE. Customer(s) shall bear the entire risk of loss, theft, damage or destruction of the Envirostall system from any cause whatsoever, and no loss, theft, damage or destruction of the Envirostall system shall relieve customer(s) of the financial obligations under this Lease.

In the event of damage, other than normal wear and tear covered by the EnviroCare Protection Plan, to any part of the Envirostall system, customer(s) shall immediately place the same in good repair at customer(s) expense. If Envirostall LLC determines that any item of Envirostall system is lost, stolen, destroyed or damaged beyond repair, Envirostall LLC shall do one of the following:

(a) Repair Envirostall system to its original state at the cost of the customer(s), or

(b) Allow customer(s) to pay in cash all amounts due by customer(s) to Envirostall LLC for the unpaid balance of the remaining term. Upon receipt of payment by Envirostall LLC as set forth above, customer(s) shall be entitled to the Envirostall system, without any warranties. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go to Envirostall LLC to compensate for loss of the Envirostall system for the remaining term of the Lease.

15. INSURANCE; LIENS; TAXES. Customer(s) shall provide and maintain insurance against loss, theft, damage or destruction of the Envirostall system in an amount not less than the full replacement value of the system, with loss payable to Envirostall LLC. Customer(s) shall also provide and maintain comprehensive general all-risk liability insurance, including but not limited to product liability coverage, insuring Envirostall LLC and customer(s) with a severability of interest endorsement or its equivalent, against any and all loss or liability for damages either to persons or property or otherwise, which might result from or happen in connection with the condition, use or operation of the Envirostall system, with such limits and with an insurer as are satisfactory to Envirostall LLC. Each policy shall expressly provide that said insurance as to Envirostall LLC and its assigns shall not be invalidated by any act, omission or neglect of customer(s) and cannot be canceled without 30 days written notice to customer(s). As to each policy, customer(s) shall furnish to Envirostall LLC a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Paragraph and shall designate Envirostall LLC as loss payee and/or additional insured. Envirostall LLC shall have no obligation to ascertain the existence or adequacy of insurance, or to provide any insurance coverage for the Envirostall system or for customer(s)'s benefit.

Customer(s) shall keep the Envirostall system free and clear of all levies, liens, and encumbrances. Customer(s) shall be responsible for all taxes and fees (local, state and federal) which may now or hereafter be placed on the leasing, rental, sale, possession or use of the Envirostall system, excluding however, all taxes on or measured by Envirostall LLC's net income. With respect to personal property taxes, if the purchase option set forth herein is \$1.00, or if customer(s) is required to purchase the Equipment at the conclusion of the rental payments, customer(s) shall file any required personal property tax returns and shall provide Envirostall LLC with proof of payment. If the purchase option is other than as described in the previous sentence, Envirostall LLC shall pay personal property tax and bill customer(s) for reimbursement. If Envirostall LLC is billed for such charges or taxes or if customer(s) fails to pay such charges or taxes, Envirostall LLC shall make payment, shall notify customer(s) of such payment, and customer(s) shall repay to Envirostall LLC the amount thereof within 15 days after such notice is mailed to customer(s).

If customer(s) fails to procure or maintain said insurance or to pay said charges or taxes, Envirostall LLC shall have the right, but shall not be obligated, to effect such insurance, or pay such charges or taxes. In that event, Envirostall LLC shall notify customer(s) of such payment and customer(s) shall repay to Envirostall LLC the cost thereof within 15 days after such notice is mailed to customer(s).

16. INDEMNITY. Customer(s) shall indemnify Envirostall LLC against any claims, actions, damages or liabilities, including all attorney fees, arising out of or connected with the Envirostall system, without limitation. Such indemnification shall survive the expiration, cancellation or termination of this Lease. Customer(s) waives any immunity customer(s) may have under any industrial insurance act with regard to indemnification of Envirostall LLC.

17. ASSIGNMENT BY ENVIROSTALL LLC. Any assignee of Envirostall LLC shall have all of the rights but none of the obligations of Envirostall LLC under this Lease. Customer(s) shall recognize and hereby consents to any assignment of this Lease by Envirostall LLC, and customer(s) shall not assert against the assignee any defense, counterclaim or set-off that customer(s) may have against Envirostall LLC. Subject to the foregoing, this Lease insures to the benefit of and is binding upon the heirs, devisees, personal representatives, survivors, successors in interest, and assigns of the parties hereto.

CUSTOMER(S) HAS READ AND AGREES TO ALL ITEMS ON THIS PAGE 2 OF 4. Customer(s) initials _____

18. SERVICE CHARGES; INTEREST. If Envirostall LLC does not receive any payment required by this Lease within three (3) days of the due date thereof, or such greater time period as required by applicable law, customer(s) shall pay to Envirostall LLC, as a charge for servicing of a delinquent account and not as a penalty, a charge of ten percent (10%) of the amount due or \$50, whichever is greater, or such lesser amount equal to the maximum allowable under applicable law for such charges. No more than one such service charge shall be made on any delinquent payment regardless of the length of the delinquency. In addition to the foregoing service charge, customer(s) shall pay to Envirostall LLC a \$100 default fee with respect to any payment which becomes thirty (30) days past due. In addition, customer(s) shall pay to Envirostall LLC any actual additional expenses incurred by Envirostall LLC in collection efforts, including but not limited to travel expenses.

Further, customer(s) shall pay to Envirostall LLC interest on any delinquent payment or amount due under this Lease from the due date thereof until paid, at the lesser of the maximum rate of interest allowed by law or 18% per annum.

19. TIME OF ESSENCE. Time is of the essence of this Lease, and this provision shall not be impliedly waived by the acceptance on occasion of late or defective performance.

20. DEFAULT. Customer(s) shall be in default of this Lease if:

- (a) Customer(s) shall fail to make any payment due under the terms of this Lease for a period of 10 days from the due date thereof; or
- (b) Customer(s) shall fail to observe, keep or perform any other provision of this Lease, and such failure shall continue for a period of 10 days; or
- (c) Customer(s) has made any misleading or false statement, or representation in connection with application for or performance of this Lease; or
- (d) The Envirostall system or any part thereof shall be subject to any lien, levy, seizure, assignment, transfer, bulk transfer, encumbrance, application, attachment, execution, sublease, or sale without prior written consent of Envirostall LLC, or if customer(s) shall abandon the Envirostall system or permit any other entity or person to use the Envirostall system without the prior written consent of Envirostall LLC; or
- (e) Customer(s) dies or ceases to exist; or
- (f) Customer(s) changes its name, state of incorporation, chief executive office and/or place of residence without providing Envirostall LLC with 30 days written notice of such change;
- (g) Customer(s) defaults on any other agreement it has with Envirostall LLC; or
- (h) Any guarantor of this Lease defaults on any obligation to Envirostall LLC, or any to the above-listed events of default occur with respect to any guarantor, or any such guarantor files or has filed against it a petition under the bankruptcy laws.

21. REMEDIES. If customer(s) is in default, Envirostall LLC, with or without notice to customer(s), shall have the right to exercise any one or more of the following remedies, concurrently or separately and without any election of remedies being deemed to have been made;

- (a) Envirostall LLC may enter upon customer(s)'s premises and without any court order or other process of law may repossess and remove the Envirostall system, or render the Envirostall system unusable without removal, either with or without notice to customer(s). Customer(s) hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling. Any such repossession shall not constitute a termination of this Lease;
- (b) Envirostall LLC may require customer(s), at its expense, to return the Envirostall system in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as Envirostall LLC may specify;
- (c) Envirostall LLC may cancel or terminate this Lease and may retain any and all prior payments paid by customer(s);
- (d) Envirostall LLC may declare all sums due and to become due under this Lease immediately due and payable, including as to any or all items of Equipment, without notice or demand to customer(s);
- (e) Envirostall LLC may re-lease the Equipment to any third party, without notice to Customer(s), upon such terms and conditions as Envirostall LLC alone shall determine, or may sell the Equipment without notice to Customer(s), at private or public sale, at which sale Envirostall LLC may be the purchaser;
- (f) Envirostall LLC may sue for and recover from customer(s) the sum of all unpaid rents and other payments due under this Lease then accrued, plus all accelerated future payments due under this Lease, all costs for legal representation, and court fees;
- (g) To pursue any other remedy available at law, by statute or equity.

No right or remedy conferred upon or reserved to Envirostall LLC is exclusive of any other right or remedy herein, or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by Envirostall LLC of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.

22. MULTIPLE CUSTOMERS. Customer(s) and each of them are jointly and severally responsible and liable to Envirostall LLC under this Lease. Envirostall LLC may, with the consent of any one of the customers hereunder, modify, extend or change any of the terms hereof without consent or knowledge of the others, without in any way releasing, waiving or impairing any right granted to Envirostall LLC against the others.

23. EXPENSE OF ENFORCEMENT. In the event of any legal action with respect to this Lease, the prevailing party in any such action shall be entitled to reasonable attorney fees, including attorney fees incurred at the trial level, including action in bankruptcy court, on appeal or review, or incurred without action, suits or proceedings, together with all costs and expenses incurred in pursuit thereof.

24. MISCELLANEOUS.

(1) CUSTOMER(S) HEREBY ACKNOWLEDGES THAT THIS LEASE IS NONCANCELABLE FOR THE ORIGINAL RENTAL TERM SET FORTH ON PAGE ONE OF THIS LEASE.

CUSTOMER(S) HAS READ AND AGREES TO ALL ITEMS ON THIS PAGE 3 OF 4. Customer(s) initials _____

(2) CUSTOMER(S) UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER NOR ANY SALESMAN, BROKER OR AGENT OF ANY BROKER OR SUPPLIER IS AN AGENT OF ENVIROSTALL LLC. NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER OR AGENT OF ANY BROKER OR SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY A BROKER OR SUPPLIER OR ANY SALESMAN, BROKER OR AGENT OF ANY BROKER OR SUPPLIER SHALL IN ANY WAY AFFECT CUSTOMER(S)'S DUTY TO PAY THE RENTALS AND TO PERFORM CUSTOMER(S)'S OBLIGATIONS SET FORTH IN THIS LEASE.

(3) Customer(s) authorizes Envirostall LLC, its successors, assigns and potential assigns, to obtain a personal credit profile from a national credit bureau for purposes of update, renewal or extension of credit and for reviewing or collecting this Lease.

(4) Any notices required by this Lease shall be deemed to be delivered when a record properly directed to the intended recipient has been (a) deposited with US Postal Service, (b) transmitted through the internet, or (C) has been personally delivered.

25. SEVERABILITY. This Lease is intended to constitute a valid and enforceable legal instrument. In the event any provision hereof is declared invalid, such provision will be deemed severable from the remaining provisions of this Lease, all of which will remain in full force and effect.

26. ENTIRE AGREEMENT; WAIVER. This instrument and the Schedules executed by Envirostall LLC and Customer(s) constitute the entire agreement between Envirostall LLC and Customer(s) with respect to the Envirostall system and the subject matter of this Lease. No provision of this Lease shall be modified unless in writing signed by an authorized representative of Envirostall LLC. Waiver by Envirostall LLC of any provision hereof in one instance shall not constitute a waiver of any other instance.

Customer(s) initials _____

27. CHOICE OF LAW; JURISDICTION IN PENNSYLVANIA. This Lease shall not be effective until signed by Envirostall LLC at its office in Canonsburg, Pennsylvania. This Lease shall be considered to have been made in the Commonwealth of Pennsylvania and shall be interpreted in accordance with the laws and regulations of the Commonwealth of Pennsylvania.

Envirostall LLC agrees to jurisdiction in the Commonwealth of Pennsylvania in any action, suit or proceeding arising out of this Lease, and concedes that it, and each of them, transacted business in the Commonwealth of Pennsylvania by entering into this Lease. In the event of legal action to enforce this Lease, customer(s) agrees that venue may be laid in Washington County, Pennsylvania.

Customer(s) initials: _____