

Big Blue
GST No. 72-346-661

Operational Lease Agreement

Lessor: Big Blue Limited
PO BOX 112 361, PENROSE, AUCKLAND 1642

Lessee: [Deal.Organization.Name]
[Deal.Organization.Address]

Principal Terms of Lease

Contract start date - [Deal.Contract_Start_Date]	Minimum Term (Months) - [Deal.Contract_Term]
Payment method per month- Rental: [Deal.Payment_Type] Strictly 20th following month, paid monthly in advance. Late Payment Fee: \$12.50	You can terminate this lease agreement at any time after the end of the Minimum Term by giving us 3 months notice in writing. See clause 1.4 of the Lease Terms and Conditions

Please note If the leased equipment is destroyed or lost a fee of \$2,500 is payable to compensate Big Blue. See clause 4,2 of the Lease Terms and Conditions.

Lease Equipment	Price	QTY	Subtotal
		Subtotal	\$0.00
		GST	\$0.00
	Total rental per week		\$0.00

EXECUTION: The authorised signatory of the Lessee named below acknowledges receipt of the Big Blue Lease Terms and Conditions and confirms they are authorised to sign this agreement on behalf of the Lessee:

Authorised Signatory Big Blue	Authorised Signatory Lessee
[Deal.Owner.Name]	[Deal.ContactPerson.Name]
Big Blue	[Deal.Organization.Name]

1. LEASE AND TERM

- 1.1 The Lessee agrees to lease the equipment specified in the Principal Terms (**Equipment**) from Big Blue in accordance with the Principal Terms and these lease terms and conditions (together the **Lease**).
- 1.2 The Lessee agrees to keep the Equipment in its possession and shall ensure the Equipment remains in good working order and repair. The Lessee shall not grant, or permit to be created, any security interest that attaches to the Equipment.
- 1.3 The term of this Lease commences on the date on which the Equipment is delivered to the Lessee and shall continue for the “minimum term” specified in the Principal Terms (**Minimum Term**). The Lessee may not terminate this Lease during the Minimum Term.
- 1.4 The Lessee may terminate this Lease at any time after the end of the Minimum Term by giving prior written notice to Big Blue in accordance with the “notice period” specified in the Principal Terms.
- 1.5 Big Blue may terminate this Lease at any time after the Lessee breaches any of its obligations under this Lease, by giving written notice to the Lessee.
- 1.6 When this Lease terminates the Lessee must pay to Big Blue all amounts due under this Lease and allow Big Blue to enter into the premises where the Equipment is located to collect the Equipment.

2. RENT AND PAYMENTS

- 2.1 The Lessee must pay the “total rental” specified in the Principal Terms (**Rent**) for the duration of the term of this Lease. Rent and all other amounts payable by the Lessee under this Lease is payable in accordance with the ‘payment method per month’ and the “payment terms” specified in the Principal Terms.
- 2.2 Each time the Lessee fails to make a payment due under this Lease in full, the Lessee shall pay to Big Blue the “late payment fee” specified in the Principal Terms.
- 2.3 All amounts payable under this Lease are exclusive of GST.

3. OPERATION, MAINTENANCE, AND CONSUMABLES

- 3.1 The Lessee will ensure that the Equipment is kept safe and secure, is operated with reasonable care and in accordance with the instructions provided by Big Blue and the manufacturer, and shall ensure the Equipment does not cause any damage to any of the Lessee’s property or any property of any other person.
- 3.2 The Lessee shall permit Big Blue to enter the Lessee’s premises to maintain and service the Equipment. Provided the Equipment is not damaged, the Lessee may, at its cost, ‘test and tag’ the Equipment.
- 3.3 The Lessee acknowledges all maintenance must be exclusively performed by the Lessor or its representatives. The Lessee can perform surface and filter cleaning as required but cannot replace any parts unless supplied by the Lessor. Charges for consumables shall be paid by the Lessee at the same time as the Rent is payable.

4. DAMAGE OR DESTRUCTION

- 4.1 If the Equipment is damaged the Lessee will promptly notify Big Blue, provide full details of the damage and such further information as Big Blue may require, and pay to Big Blue on demand the cost to repair the Equipment.
- 4.2 If the Equipment is destroyed or lost and is not able to be repaired or the Equipment is taken by another person who has a security interest in the Equipment, the Lessee will pay to Big Blue the “destruction fee” specified in the Principal Terms which is acknowledged to be compensation for the loss suffered by Big Blue.

5. LIABILITY AND INDEMNITY

- 5.1 Big Blue has no liability to the Lessee for any liability, loss, cost, or expense incurred or sustained by the Lessee or any other person as a result of any breach of the Lessee’s obligations under this Lease, or any action or omission of, or any delay caused by, the Lessee.
- 5.2 The Lessee indemnifies Big Blue for all claims, liabilities, loss, costs, and expenses incurred or sustained by Big Blue as a result of any breach of the Lessee’s obligations under this Lease or as a result of any action or omission of, or any delay caused by, the Lessee.

6. ASSIGNMENT AND VARIATION

- 6.1 The Lessee may not transfer or assign any of its rights under this Lease. Big Blue may assign any or all of its rights and interests under this Lease at its discretion without the Lessee’s consent, provided the assignee will continue to lease the Equipment to the Lessee on the terms of this Lease.
- 6.2 If Big Blue wishes to vary the terms of this Lease it will give the Lessee at least 30 days’ prior written notice of that proposed variation. If, within that 30-day period, the Lessee notifies Big Blue in writing that the Lessee does not agree to the variation, the terms of this Lease will not be varied. If, within that 30-day period, the Lessee does not notify Big Blue or notifies Big Blue in writing that the Lessee accepts the variation, the terms of this Lease will be varied as set out in the variation proposed by Big Blue.

7. PRIVACY OF INFORMATION

- 7.1 Big Blue is authorised to collect, retain and use information about the Lessee from any person for the purpose of assessing the Lessee’s creditworthiness, and to disclose such information to such persons as may be necessary or desirable to enable the Big Blue to exercise any power or enforce or attempt to enforce any of rights, remedies, and powers under this agreement.

8. ENTIRE AGREEMENT

- 8.1 This Lease is the entire understanding and agreement between parties as to its subject matter. All previous conversations, negotiations, understandings, representations, or commitments in relation to, or in any way affecting, the subject matter of this Lease are merged in and superseded by this Lease.