

OSU Department of Astronomy Lending Library Telescope Equipment Lease Agreement

This Equipment Lease Agreement (the "Agreement") is made and entered on _____ (date) by and between _____ ("Lessee") and The Ohio State University Department of Astronomy ("Lessor") (collectively referred to as the "Parties").

The Parties agree as follows:

1. EQUIPMENT: Lessor hereby leases to Lessee the equipment listed in the attached (the "Equipment"): _____ Exhibit A _____ Exhibit B _____ Exhibit C _____ Exhibit D
(Check all that apply)

2. LEASE TERM: The lease will start on _____ (begin date) and will end on _____ (end date) (Lease Term).

3. LEASE PAYMENTS: The Lessee understands that the equipment will be free of a lease payment as long as the Equipment is returned to the Lessor following the terms of the Agreement and free from damages.

4. LATE CHARGES: If return of the Equipment leased to lessee under this Agreement is more than 1 day late, Lessee agrees to pay a late fee of **\$10 per day** until Equipment is returned unless an amended arrangement is agreed upon between Lessor and Lessee.

5. SECURITY DEPOSIT: Prior to taking possession of the Equipment, Lessee shall deposit with Lessor, in trust, a security deposit of **\$100 for each Exhibit A, B, and C set of Equipment** as security for the performance by Lessee of the terms under this Agreement and for any damages caused by Lessee or Lessee's agents to the Equipment during the Lease Term. Exhibit D Equipment will be leased free of separate deposit when leased in conjunction with Equipment listed in Exhibit A, B, or C. Lessor may use part or all of the security deposit to repair any damage to any Equipment leased (Exhibit A, B, C, and D) caused by Lessee or Lessee's agents. However, Lessor is not just limited to the security deposit amount and Lessee remains liable for any balance due to loss or damage of Equipment. If Lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit, as permitted by law. Deposit will be returned to Lessee in full upon return of Equipment in satisfactory condition to be determined by the Lessor.

6. DEFAULTS: If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take

possession of the Equipment. Lessor may, at its option, hold Lessee liable for any loss or damages incurred to the Equipment during the Lease Term and any additional time the Equipment remained in the possession of the Lessee.

7. POSSESSION AND SURRENDER OF EQUIPMENT: Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

8. USE OF EQUIPMENT: Lessee shall only use the Equipment in a careful and proper manner and will comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance, and storage of the Equipment.

9. CONDITION OF EQUIPMENT AND REPAIR: Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

10. MAINTENANCE, DAMAGE AND LOSS: Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term.

11. LESSORS REPRESENTATIONS: Lessor represents and warrants that he/she has the right to lease the Equipment as provided in this Agreement and that Lessee shall be entitled to quietly hold and possess the Equipment, and Lessor will not interfere with that right as long as Lessee performs all obligations under this Agreement.

12. OWNERSHIP: The Equipment is and shall remain the exclusive property of Lessor.

13. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

14. BINDING EFFECT: The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

15. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

16. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing.

17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

18. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The right of the Lessor to lease the Equipment free of Lease Payments does not waive Lessor's right to enforce any provisions of this Agreement.

19. INDEMNIFICATION: Except for damages, claims or losses due to Lessor's acts or negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.

20. ADDITIONAL TERMS & CONDITIONS (Specify "none" if there are no additional provisions)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

LESSEE: _____ Signed _____ Date

_____ Printed Name

_____ Contact phone number

_____ Address

LESSOR: _____ Signed _____ Date

_____ Printed Name

(Representative of the Ohio State University)

Exhibit A
Description of Equipment Pertaining to Lease of:
Celestron NexStar 6SE Telescope

3 Pieces described herein:

1. Celestron NexStar 6SE telescope contained in black hardback JMI carrying case.
2. Celestron NexStar 6SE tripod.
3. Large, clear storage tub with blue latches containing the following accessories:
 - i. 2 planispheres
 - ii. Celestron Power Tank telescope power source with 12V-output telescope connection cord.
 - iii. Celestron Eyepiece Case containing:
 - a. Filters: deep yellow, orange, red, light green, green, blue, and moon.
 - b. Eye pieces with covers for both ends: 6mm, 8mm, 13mm, 17mm, 25mm, 32mm.
 - c. Barlow lens with covers for both ends.
 - d. Star diagonal optical component with covers for both ends.
 - e. Celestron NexStar 6SE finderscope.
 - iv. Small clear storage container with green latches containing the following accessories:
 - a. Celestron NexStar 6SE AC adapter.
 - b. Celestron Power Tank AC charger.
 - c. Small Philips head screwdriver.
 - d. Small flathead screwdriver.
 - e. Double-sided crescent wrench.
 - f. Lens cleaning cloth.
 - g. Bubble level.
 - h. Eyepiece holder attachment for Celestron NexStar 6SE tripod.
 - i. Celestron Power Tank instruction manual.
 - j. Celestron eyepiece filter guide.
 - k. Celestron NexStar 6SE telescope Quick Setup Guide.
 - l. Celestron NexStar 6SE telescope instruction manual.
 - m. Celestron NexStar 6SE hand paddle instruction manual.

Additional Add-on Equipment leased (Please check all that apply):

___ Additional Planispheres: How Many? _____

Exhibit B
Description of Equipment Pertaining to Lease of:
Orion Starblast 6i Intelliscope Telescope

1 Piece described herein:

1. Extra-Large blue storage tub containing the following:
 - i. Orion Starblast 6i telescope inside canvas, zippered soft travel case.
 - ii. Insulating foam padding.
 - iii. 2 Planispheres.
 - iv. Small clear storage container with green latches containing the following accessories:
 - a. 9-inch level.
 - b. Small Philips head screwdriver.
 - c. Small flathead screwdriver.
 - d. Allen wrench.
 - e. Spare CR2032 battery for finderscope.
 - f. Spare 9V battery for hand paddle.
 - g. Lens cleaning cloth.
 - h. 10mm eyepiece with covers for both ends.
 - i. 25mm eyepiece with covers for both ends.
 - j. Orion Starblast 6/6i instruction manual.

Additional Add-on Equipment leased (Please check all that apply):

___ Additional Planispheres: How Many? _____

___ Celestron Eyepiece Case (optional for lease of Orion 6-inch Dobsonian only; see Exhibit A for description; check here only if NOT also leasing Equipment given by Exhibit A.)

___ Step stool (see Exhibit D for description; check here only if NOT also leasing other Equipment given by Exhibit D.)

Exhibit C
Description of Equipment Pertaining to Lease of:
Binoculars

1 Piece described herein:

1. Large, clear storage tub with blue latches containing the following:

- i. Celestron Skymaster 12x60 binoculars – 3 sets in separate soft cases with eyepiece (1) and objective lens (2) covers and neck strap.
- ii. Orion Scenix 7x50 binoculars – 3 sets in separate soft cases with eyepiece (2) and objective lens (2) covers and neck strap; instruction manuals in pocket of soft case.
- iii. Celestron Skymaster instruction booklet (3 copies).
- iv. Lens cleaning cloth.
- v. 2 Planispheres.

Exhibit D
Description of Equipment Pertaining to Lease of:
Travel and Miscellaneous Accessories

Please check individual items leased:

Step stool

Platform Folding Hand Truck

Blue Ikea hand trolley

Bungee cord (48" flat bungee cord, black and orange): How Many? _____

Folding Table (black and red with removable top)