

Equipment Lease Amendment Agreement

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General Information

Equipment Lease Amendment Agreement

An Equipment Lease Amendment Agreement is a contract where the parties to an equipment lease (the “Lessor” and “Lessee”) agree to amend the lease agreement previously entered into.

Having a written Equipment Lease Amendment Agreement is beneficial for a number of reasons. First, it clearly states the amended terms of the agreement; for example, change in the duration of the lease agreement, the rental payments or repair liability, etc. Second, because it is written, it will help the parties avoid misunderstanding in the future. And, if a problem does occur, it can be easily referenced for guidance or clarification.

These types of amendments are governed by state law. Many of the state laws differ dramatically; therefore, the Lessor and the Lessee should become familiar with the laws of their state before entering into this type of arrangement. In addition, before using this form you should always consult with your attorney to ensure that it addresses your specific situation.

Instructions and Checklist

Equipment Lease Amendment Agreement

- Both the Lessor and the Lessee should review the amendment carefully before signing.
- Insert all requested information in the spaces provided on the form.
- The Lessor and Lessee must both sign the Amendment. Generally each party will retain an original signed Amendment; therefore, at least two original copies of the Amendment should be executed (i.e. signed).
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

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EQUIPMENT LEASE AMENDMENT AGREEMENT

This Equipment Lease Amendment Agreement, (hereinafter referred to as the "Amendment") is made and entered into this _____ day of _____, 20____, by and between _____ having an address at _____ (hereinafter referred to as the "Lessor") and _____ having an address at _____ (hereinafter referred to as the "Lessee"),

RECITALS

WHEREAS, the Lessor and Lessee have entered into an Equipment Lease Agreement dated _____ (hereinafter referred to as the "Lease Agreement") for the following equipments _____.

WHEREAS, the Lessor and Lessee hereby agree to amend the said Lease Agreement in accordance with the terms and conditions contained in this Amendment

NOW THEREFORE, in consideration of the mutual promises and conditions contained here under and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. AMENDMENT

The parties agree that the Lease Agreement is hereby modified and amended as follows:

2. TERMS & CONDITIONS

The parties agree that all of the terms and conditions of the Lease Agreement, not amended by this Amendment, shall remain in full force and effect.

3. ENTIRE AGREEMENT

The Lease Agreement, as amended by this Amendment, contains the entire agreement of the parties hereto with respect to the subject matter hereof. Any representations, inducements, or agreements, oral or otherwise, between the parties not contained in this Amendment shall be of

any force and effect. This Amendment may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the Parties.

4. SUCCESSORS & ASSIGNS

This Amendment shall be binding upon and shall inure to the benefit of the parties, their successors, assigns, personal agents and representatives.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year hereinbefore first written.

LESSOR

Sign: _____

Print Name: _____

LESSEE

Sign: _____

Print Name: _____