

Hoonah.Net Equipment Lease

OWNERSHIP

The Equipment is, and shall at all times remain, the property of the Lessor, and Lessee shall have no right, title, or interest in it except as expressly set forth in this Lease. The Equipment is, and shall at all times remain, personal property notwithstanding that the Equipment or any part of it may be or become affixed or attached in any manner to real property or any improvements on real property.

ASSIGNMENT AND OFFSET

Without the Lessor's prior written consent, Lessee shall not (1) assign, sublet, transfer, pledge, hypothecate, or otherwise dispose of this Lease, the Equipment, or any interest in the Lease or Equipment; or (2) lend the Equipment or permit it to be used by anyone other than Lessee.

TERM

The term of this Lease shall commence on the date of this Lease and continue for the period set forth in Hoonah.Net User Agreement, aka the Hoonah.Net Membership Form unless otherwise sooner terminated by the provisions of this Lease.

REPAIRS, USE, ALTERATION

Lessee, at its own expense, shall keep and maintain the Equipment in good condition and working order, and shall not materially alter the Equipment without Lessor's prior written consent.

Lessor shall not be liable for any loss of profits or other consequential damages or any inconvenience resulting from theft, destruction, "downtime", or disrepair of the Equipment or the time required to recover, service or repair the same. Lessee further agrees to indemnify Lessor against any and all claims, demands, losses, expenses or cause of action, including legal expenses, court costs and attorney fees arising from the use, maintenance, repair, and operation of the leased goods.

LOSS OR DAMAGE

Lessee shall bear the entire risk of loss, theft, destruction, or damage (Loss or Damage) of the Equipment from any cause whatsoever. No Loss or Damage shall relieve Lessee of any obligation under this Lease. If Loss or Damage occurs, Lessor at its option may require Lessee to perform any one of the following options:

- (1) To repair and restore the Equipment in good condition;
- (2) To replace the Equipment with like equipment in good condition with clear title in Lessor; or
- (3) To pay to Lessor the total of the Fair Market Value of the Equipment.

TERMINATION ON DEFAULT

Upon the occurrence of any of the events stated in the Hoonah.Net User Agreement, aka the Hoonah.Net Membership Form the Lessor may elect to terminate this Lease. A termination shall occur only upon written notice by the Lessor via email to Lessee and only with respect to such items of Equipment as the Lessor specifically elects to terminate.

SURRENDER

Upon expiration of the term of this Lease, or upon demand by Lessor pursuant to the provisions hereof, Lessee, at its expense, shall return the Equipment by delivering it to the place, specified by Lessor, in the same condition as when delivered to Lessee, reasonable wear and tear excepted.

COSTS AND EXPENSES OF ENFORCEMENT

Lessee shall pay Lessor all costs and expenses, including reasonable attorney's fees, the fees of collection agencies, and other expenses such as telephone and telegraph charges, incurred by Lessor in enforcing any of the terms, conditions, or provisions of this lease. If legal action is required to interpret or enforce any provision of this Lease, the prevailing party shall recover from the other all costs and expenses incurred in the action, including reasonable attorney's fees.

NOTICES

Service of all written notices under this Lease shall be sufficient if hand-delivered, mailed or emailed to the party at its respective address set forth in the Hoonah.Net User Agreement, aka the Hoonah.Net Membership Form or at any other address the party may provide in writing from time to time. Any notice mailed shall be effective when deposited in the United States mail, duly addressed and with postage prepaid or sent by electronic means.

DESCRIPTION OF EQUIPMENT: **Current Value: \$** _____ Initials _____

ANTENNA _____ CABLE LENGHT _____ INITIALS _____

PIGTAIL _____ INITIALS _____

ACCEPTANCE

By agreeing and signing below the Lessee is (1) acknowledging receipt of the Equipment in good condition and repair, and (2) accepting it as satisfactory in all respects for the purposes of this Lease and (3) accepting the terms and conditions set forth within this Lease.

IN WITNESS WHEREOF, the parties have executed this Equipment Lease on the date first set forth below.

LESSEE By: _____ (Signature) Dated: _____

LESSEE By: _____ (Printed Name)