

ACCEPTANCE CERTIFICATE

LEASE AGREEMENT – CONTRACT No. _____

LESSOR: Radiance Capital LLC	LESSEE:
-------------------------------------	---------

ACCEPTANCE CERTIFICATE

This has reference to the Lease Agreement dated _____ (“Agreement”) between Radiance Capital LLC as Lessor, and the undersigned, as Lessee. The terms used herein, which are defined in the Agreement, shall have the same meanings as are provided therefore in the Agreement.

Lessee hereby represents, warrants and confirms to Lessor that the Equipment described below has been duly delivered to Lessee at the premises referred to in the Agreement and that Lessee has duly inspected the Equipment and that Lessee hereby accepts the Equipment for all purposes of the Agreement as being in accordance with specifications, properly installed and/or assembled, in good working order, repair and appearance and without defect or inherent vice in condition, design, operation, or fitness for use, whether or not discoverable by Lessee as of the date, provided, however, that nothing contained herein or in the Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Equipment against the seller or any manufacturer of the Equipment or any part thereof.

LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN, OR QUALITY OF THE EQUIPMENT; THE FITNESS OF THE EQUIPMENT FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE EQUIPMENT; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OBLIGATION UNDER THIS AGREEMENT. THE LESSEE ALSO ACKNOWLEDGES THAT THE LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT.

LESSOR HEREBY AFFIRMS AND AGREES THAT THEY ARE IN RECIEPT OF A COPY OF ALL MANUFACTURER AND/OR MERCHANT WARRANTIES.

LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY PERSON WHOMSOEVER FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY THE EQUIPMENT OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE EQUIPMENT OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM LESSOR’S OR LESSEE’S NEGLIGENCE OR OTHERWISE, BY THE USE OR MAINTENANCE THEREOF, OR FOR REPAIR, SERVICING OR ADJUSTMENT THERETO, OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER, AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS AGREEMENT, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY THE LESSOR, LESSEE OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT). FURTHER, LESSEE UNDERSTANDS AND AGREES THAT THERE SHALL BE NO ABATEMENT OF RENT DURING ANY PERIOD OF BREAKDOWN OR NONUSE OF THE EQUIPMENT.

DESCRIPTION OF EQUIPMENT:

As identified on SCHEDULE “A”, Collateral Description and /or COLLATERAL DESCRIPTION EXHIBIT and /or as identified and/or described on SUPPLIER INVOICES

LESSEE: _____

DATED: _____

By: _____

DATED: _____

By: _____

SPECIAL PRE-DELIVERY ACCEPTANCE

By signing below, the Lessee hereby acknowledges and agrees that the Lessor is making advance payment to the vendor or seller on the equipment described above. The Lessee further acknowledges and agrees that by doing this the Lessee is accepting delivery of the equipment in advance of it being shipped. The Lessee is fully responsible for all terms and conditions of this Agreement.

DATED: _____

By: _____