



**SYSTEMS EQUIPMENT LEASE AGREEMENT**

Battery Backup Power, Inc. (“BBP”) provides battery power services on the terms of this Agreement as provided below.

Full service lease and maintenance systems equipment contracts are billed in monthly increments following selection of the initial term by the customer (12, 24, 36, 48, or 60 months). Payment is due on the first day of the month. Contracts auto-renew on a month-to-month following the initial term unless canceled on 30 days prior written notice.

Please select the equipment system and lease term by checking the corresponding boxes below.

**FULL SERVICE RENTAL AND MAINTENANCE RATES**

<b>Model Monthly Rate*</b>	<b>Term of Lease</b>
<input type="checkbox"/> BBP-AR-1000-PSW-ONL (1 kVA) <ul style="list-style-type: none"> <li>● \$336.66</li> </ul>	<input type="checkbox"/> 12 months
<input type="checkbox"/> BBP-AR-1500-PSW-ONL (1.5 kVA) <ul style="list-style-type: none"> <li>● \$430.00</li> </ul>	<input type="checkbox"/> 24 months
<input type="checkbox"/> BBP-AR-2000-PSW-ONL (2kVA) <ul style="list-style-type: none"> <li>● \$585.55</li> </ul>	<input type="checkbox"/> 36 months
<input type="checkbox"/> BBP-AR-3000-PSW-ONL (3 kVA) <ul style="list-style-type: none"> <li>● \$678.89</li> </ul>	<input type="checkbox"/> 48 months
<input type="checkbox"/> BBP-ADV-6000-PSW-ONL-L630P-120240PDU (6 kVA) <ul style="list-style-type: none"> <li>● \$2,234.44</li> </ul>	<input type="checkbox"/> 60 months
<input type="checkbox"/> BBP-ADV-10000-PSW-ONL-650P-120240PDU (10kVA) <ul style="list-style-type: none"> <li>● \$2,701.10</li> </ul>	
<input type="checkbox"/> BBP-AR-33-10K (10 kVA) <ul style="list-style-type: none"> <li>● \$2,514.44</li> </ul>	

\*Prices do not include applicable sales taxes.



BBP reserves the right to charge clients a security deposit for the systems equipment to be paid prior to delivery.

### **SERVICES**

Services include installation, ongoing maintenance, and removal of the systems equipment.

### **MAINTENANCE**

Maintenance includes

### **ACCESS TO PREMISES**

Client agrees to provide BBP with access to clients premises to install, maintain and remove the systems equipment.

### **LIMITATION OF LIABILITY AND CLIENT ACKNOWLEDGEMENT**

CLIENT AGREES THAT BBP'S TOTAL AGGREGATE LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, IS LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE AMOUNT PAID BY CLIENT PAID TO BBP UNDER THIS AGREEMENT. CLIENT FURTHER ACKNOWLEDGES THAT THIS LIMITATION REPRESENTS A FAIR ALLOCATION OF THE RISK BASED ON THE PRICES CHARGED BY BBP FOR THE EQUIPMENT AND SERVICES.

### **CONSEQUENTIAL DAMAGES**

IN NO EVENT SHALL BBP BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCREASED DAMAGES, OR DAMAGES TO BUSINESS, REPUTATION, DAMAGES ARISING FROM LOSS OF BUSINESS WITH THIRD PARTIES, OR LOSS OF PROFITS, WHETHER ANY OF THE FOREGOING ARE FORCEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF BBP IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.

### **DISCLAIMER**

BBP MAKE NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES OR ANY MATERIALS SUPPLIED BY BBP TO CLIENT. BBP HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO THE PERFORMANCE, SUITABILITY OR THE SYSTEMS EQUIPMENT OR SERVICES, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BBP DOES NOT MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE USE, OUTPUT OR RELIABILITY OF THE EQUIPMENT OR SERVICES, OR THAT THE EQUIPMENT WILL MEET CLIENT'S REQUIREMENTS.



**CUSTOMER INFORMATION AND SIGNATURE**

**Billing Information**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Delivery and Installation Information**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

I hereby confirm that I have read and understood the Systems Equipment Lease Agreement and that I agree to all the terms and conditions provided. I further confirm that all the information provided by me is true and correct and that I am authorized by the stated company to sign this Agreement.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date