

## EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT (hereinafter "Agreement") is entered into, this \_\_\_\_\_, 2008 by and between:

The Lessor:

**SuperSmiles2U.com™**  
**218 Valencia Shores Drive**  
**Winter Garden, FL 34787**  
**(Hereinafter "Lessor")**  
**An Authorized BEYOND™ Products Agent**

The Lessor and Lessee do hereby agree to abide by the terms set out in this Agreement. The terms of this Agreement are as follows:

### 1. THE EQUIPMENT

The Lessor agrees to lease to the Lessee the following:

**BEYOND™ ACCELERATOR Serial Number:** \_\_\_\_\_

<sup>1</sup> The BEYOND™ Whitening Accelerator for WhiteSpa contains the BEYOND™ Whitening Accelerator Lamp programmed for use with the BEYOND™ WhiteSpa System and includes marketing materials exclusively for the BEYOND™ WhiteSpa System.

### 2. TERM OF AGREEMENT

The lease payment for the equipment will be (\$\_\_\_\_\_) USD per month, payable in advance due on the \_\_\_\_\_ day of \_\_\_\_\_ 2008 and then \$\_\_\_\_\_ due on the \_\_\_\_\_ day each month thereafter during the term of this agreement. It is also agreed that there will be a \$\_\_\_\_\_ late fee due on any installment that is not received within (5) five days of the due date included with that months rent, and a \$10.00 additional late fee due each additional day past the due grace period. Either Lessor or Lessee may terminate this lease upon the expiration of the term by giving the other written notice at least 30 days before such expiration. In the absence of any such notice, this lease will continue upon the same terms and conditions month to month.

### 3. THE DEPOSIT

The lease deposit for the equipment will be (\$\_\_\_\_\_) USD The lease deposit is refundable upon receipt of Equipment provided Equipment is in good order and has been maintained in accordance with Agreement.

### 4. USE

Lessee will use the Equipment with caution and due care and will obey all national, state, municipal and other laws, ordinances and regulations that relate in any way to the possession, use or maintenance of the Equipment.

### 5. REPAIRS

Lessee will keep the Equipment in clean and sanitized condition using only the specified BEYOND cleaning solutions and accessories, at their own expense.

### 6. LOSS AND DAMAGE

The Lessee takes on the entire risk of loss and damage to the. No loss or damage to the Equipment or any part of the Equipment will spare any obligation of the Lessee under this Agreement, which will continue in full force and effect through the term of the agreement. In the event of loss or damage of any kind to the Equipment, the Lessee will pay the replacement cost of the Equipment to the Lessor.

CONTINUED

**7. SURRENDER**

Upon the expiration or early termination of the agreement, the Lessee will return the Equipment to the Lessor in a good condition and working order, with exception of ordinary wear and tear resulting from the proper use of the Equipment, by delivering the Equipment at the Lessee's cost and expense to 218 Valencia Shores Drive, Winter Garden FL 34787.

**8. TAXES**

The Lessee will keep the Equipment free and clear of all levies, liens, and encumbrances. The Lessee is solely responsible for all obligations regarding taxes, licenses, laws and regulations.

**9. INDEMNITY**

Lessee will indemnify the Lessor against, and holds them harmless from, any and all proceedings, actions, suits, claims, expenses, damages, costs, and liabilities, including reasonable attorney's fees and costs, caused by, or connected with, or resulting from Lessee's use of the Equipment, including without limitation the use, selection, delivery, manufacture, possession, return or operation of the Equipment.

**10. OWNERSHIP**

The Equipment is exclusively the sole property of the Lessor and will remain so at all times. The Lessee has no right, title or interest therein or thereto except as specified in this agreement.

**11. ENTIRE AGREEMENT**

This document consists of the entire agreement between the parties on the subject matter hereof and it will not be revised or altered except through a further document signed by the parties involved in this agreement.

**12. NOTICES**

It will be sufficient service of all the notices under this agreement if they delivered through certified mail with a return receipt requested, postage prepaid, at the address set out in this agreement.

**13. ASSIGNMENT**

Lessee will not assign this Agreement or its interest in the Equipment without the prior written consent of the Lessor.

**14. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of FLORIDA.

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Agreement in its entirety.

**Lessor:**

**Lessee:**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Print:** \_\_\_\_\_