

**LEASE APPLICATION FEE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ by and between YOUR COMPANY NAME, (hereinafter "YOUR COMPANY NAME") and \_\_\_\_\_(hereinafter "Proposed Lessee"). WHEREAS, the Proposed Lessee desires to lease certain personal property which the Proposed Lessee has selected and determined to be satisfactory for the Proposed Lessee's purposes; and, WHEREAS, YOUR COMPANY NAME desires either to lease said personal property to the Proposed Lessee, or, in the alternative, to procure a lease of said personal property for the Proposed Lessee from a third party. NOW THEREFORE, the parties hereto agree as follows:

1. YOUR COMPANY NAME will provide or procure, within a period of thirty (30) days from the date of all financial material requested, a commitment to lease to the Proposed Lessee certain personal property described as follows: \_\_\_\_\_  
\_\_\_\_\_
2. The Proposed Lessee shall pay to YOUR COMPANY NAME, upon execution hereof, the sum of \$ \_\_\_\_\_ as a lease application fee. The Proposed Lessee expressly agrees and authorizes YOUR COMPANY NAME, its agents and assigns, to incur the costs necessary to make a reasonable investigation of the information provided by Proposed Lessee for purposes of obtaining a lease, and to apply all or any part of said lease application fee to pay such costs. Such investigation shall include, without limitation, reports from credit reporting agencies, including Dun & Bradstreet; letter and telephone inquiries to creditors, employers and references of the Proposed Lessee; and the acquisition and verification of any other information which YOUR COMPANY NAME may, from time to time, deem necessary to reasonably investigate the Proposed Lessee.
3. Should YOUR COMPANY NAME fail to provide the Proposed Lessee with a lease commitment within thirty (30) days of the date of receipt of all financial information requested, YOUR COMPANY NAME shall refund the lease application fee after deducting the costs actually incurred by YOUR COMPANY NAME. In addition, if the information provided by the Proposed Lessee is materially different from YOUR COMPANY NAME findings or was given to YOUR COMPANY NAME by the Proposed Lessee in bad faith, YOUR COMPANY NAME shall also be entitled to apply all or any part of the remainder of the lease application fee to the costs actually incurred by YOUR COMPANY NAME in conducting its investigation pursuant to Paragraph 2 above.
4. The parties expressly agree that should YOUR COMPANY NAME provide to or procure for the Proposed Lessee a lease commitment upon the terms and conditions set forth herein, YOUR COMPANY NAME shall be entitled, as reimbursement for expenses in investigating the credit worthiness of the Proposed Lessee (including general overhead expenses) and as compensation for services rendered hereunder, to a sum equal to (a) the aforesaid lease application fee, if the lease commitment is provided by YOUR COMPANY NAME; or, (b) the greater of the aforesaid lease application fee or the brokerage or discount fee to be earned by YOUR COMPANY NAME, if the lease commitment is procured from a third party. YOUR COMPANY NAME shall be entitled to such compensation whether or not a lease agreement is consummated by the Proposed Lessee.
5. In the event a suit is brought by YOUR COMPANY NAME for the purpose of enforcing this Agreement, YOUR COMPANY NAME shall be entitled to attorney's fees and costs of suit. This Agreement shall be construed and interpreted under the laws of the State of \_\_\_\_\_. The Proposed Lessee expressly agrees that in the event a suit is brought by either of the parties hereto for the purpose of enforcing or interpreting this Agreement, the courts of the State of \_\_\_\_\_ shall have jurisdiction, and venue shall be in \_\_\_\_\_ County, State of \_\_\_\_\_.
6. This Agreement represents the entire Agreement of the parties hereto and supersedes any other Agreement, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

YOUR COMPANY NAME \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_