

FIREARMS LEASE – N.C.G.S. § 74C & § 74C-13(b)(2)

This equipment lease ("Lease") is made and effective (date): _____, by and between (Owner Name) _____ (the "Lessor") and ([company] name and address of the "Lessee") _____.

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment"): Make: _____ Model: _____
Serial Number: _____
2. The term of this lease shall commence on the date above and shall expire upon written notice from either party to the other. The possessive effect of this lease is only during "On-Duty" (clocked-in) hours (Lessor performing duties in the employ of Lessor).
3. The rent for the equipment shall be \$0 (zero dollars). The consideration being employment in an Armed capacity.
4. Lessee does issue the Equipment to Lessor in North Carolina for armed work and training as defined by NC General Statute § 74C-13. Lessee shall ensure that Lessor shall use the Equipment in a careful and proper manner and comply with and conform to all national, state, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the equipment.
5. Lessor disclaims any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, except that lessor warrants that lessor has the right to lease the equipment, as provided in this lease.
6. Lessor, at their own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the equipment in good mechanical working order. Lessee may inspect the Equipment at any time to ensure this good working order.
7. While Lessor is Off-Duty from Lessee: the Equipment is the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest, or liability, therein or thereto except as expressly set forth in this lease.
8. Lessee shall not assign this lease or its interest in the equipment without the prior written consent of Lessor.
9. The invalidity or unenforceability of any provision in this agreement shall not cause any other provision to be invalid or unenforceable.
10. This lease shall be construed and enforced according to laws of the State of North Carolina. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

The parties hereto have executed this Lease as of the day and year above written.

Lessor Signature: _____

Lessee Signature: _____

Lessee Name: _____

Lessee Title (must be an "authorized representative" if Lessee is a Company): _____