

Lease Agreement

By this agreement dated on the _____ day of _____, 20____, the Lessor

_____ And Lessee _____
Full Name *Full Name*

Agree to the following:

1. DOMAIN NAMES SUBJECT TO LEASE: The Lessor shall lease the following domain name(s):

2. PAYMENT TERMS: The Lessee must make payment of \$_____ per month or payment of \$_____ per year. Payment must be made before the domains will be forwarded to the website of the Lessee.

3. DOMAIN REGISTRATION: The Lessor will remain responsible for the entire duration of the lease, and must keep the registration current. The Lessor cannot be held responsible for any actions or errors of the Registrar.

4. PAYMENT DUE: The payments are due at the beginning of every month if paying by monthly installments.

5. LEASE TERM: This lease will begin on the date indicated above and will end one year from that date, unless otherwise terminated in a manner consistent with the specified terms. At the end of one year, the Lessee may choose to renew this lease for one additional year.

6. APPROPRIATE USE OF DOMAIN NAMES: The domain name(s) may only be used for appropriate websites that fit those names, and they must comply with all regulations, ordinances and laws regarding the possession or use of those domain names. Domains may not be used for any kind of adult content, the sale of firearms, sending spam or any other questionable uses.

The domain name(s) shall be used for the following:

7. DOMAIN NAME DELIVERY: The Lessor will be responsible for delivering the domain name(s) indicated in this lease within the specified timeframe by means of transferring the nameserver and technical contact information from the Registrar to

_____ And _____
(Nameserver) (Technical contact name & address)

Delivery of the domain(s) will be considered complete after these changes have been finalized. The Lessor must complete the transfer within _____ days. If the Lessor is unable to complete the transfer for reasons beyond his/her control, the Lessor must extend the date of the lease to one full year.

8. DOMAIN NAME ACTIVATION: The Lessee must activate the domain(s) within _____ days from delivery with an appropriate website as defined by this Lease.

9. ALTERATIONS: The Lessee must not make any alterations to the domain name(s) use without obtaining prior written consent from the Lessor.

10. WEBSITE MAINTENANCE: The Lessee must pay to maintain an appropriate website that is open for business with at least 97% up time at the location of the domain name(s).

11. RIGHT OF INSPECTION: The Lessor retains the right to inspect any of the websites located at the domain name(s) during normal business hours to ensure that an appropriate website is used.

12. RETURN OF DOMAIN NAMES: At the end of the lease term, the Lessor may choose to move the domain name(s) to another nameserver or Lessee at the Lessor's expense.

13. RENEWAL OPTION: If the Lessee has paid in full once the lease expires, the Lessee may renew the lease for a maximum of one additional year. After two years, the Lessee will have first option to lease the domain name(s) at a renegotiated rate.

14. PURCHASE OPTION: At the end of the lease term, the Lessee may choose to purchase the domain name(s) for the price specified in the attached Domain Purchase Schedule, as long as no payments are outstanding.

The Lessee must advise the Lessor of this option by providing written notice at least 60 days before the lease term ends.

15. ACCEPTABLE DOMAIN NAMES: The Lessee will inspect each domain name delivered according to this lease. The Lessee must notify the Lessor immediately if any discrepancies exist between the domain name(s) received and those described in this lease. If the Lessee fails to provide written notice within 15 days after delivery of the domain name(s), it's assumed the Lessee has accepted the specified domain name(s).

16. DOMAIN NAME OWNERSHIP & STATUS: Domain name(s) are considered personal property, regardless of their attachment to other websites or property. The Lessor retains title of these domain names at all times, unless the Lessor agrees to sell the title. The Lessee must immediately advise the Lessor of any levy, lien, claim or legal process issued against the specified domain names.

17. WARRANTY: The Lessor guarantees that the specified domain names will be in good standing, free of any disputes or claims and registered in the Lessor's name. However, no further express or implied warranties exist.

18. DAMAGE TO REPUTATION: The Lessee is responsible for any damage to the reputation of the domain names, and agrees to return them to the Lessor in the same condition they were initially received, with the exception of normal usage. Any illegal use, spamming or unreliability of operation or service of the domain names are all examples of damage to reputation.

19. INDEMNITY OF DAMAGES TO REPUTATION: If a domain name's reputation is damaged, the Lessor may require the Lessee to purchase the domain name at a price specified in the Domain Purchase Schedule.

20. LIABILITY & INDEMNITY: Other than trademark issues, the Lessee is responsible for any loss of reputation or any legal action, and the Lessee can not hold the Lessor responsible for such a liability.

21. DEFAULT: Any of the following conditions constitutes a lease default:

- The failure to make a required payment within the specified timeframe.
 - The violation of any other provision or requirement that isn't corrected within 20 days of receiving written notification.
- The Lessee's insolvency or bankruptcy.
 - Seizure, application or sale of the Lessee's property by any government agency or creditor.

22. DEFAULT RIGHTS: The Lessor may legally take possession of the domain names and deduct all recovery, restoration of reputation and associated costs without prior notice if the Lessee is in default. In this case, the Lessee will be responsible for any deficiency. These rights are cumulative. The Lessor must release the domain names or mitigate any default damages if legally required to do so.

23. NOTICE: All notices associated with this lease are considered delivered when emailed, delivered in person or sent in a postage-prepaid envelope addressed to the address indicated at the beginning of this lease agreement.

24. MODIFICATION OF ENTIRE AGREEMENT: This lease represents the entire agreement between both parties. Any modifications or amendments must be submitted in writing and signed by both parties. This lease replaces all previous agreements between both parties.

LESSOR

LESSEE

Name

Name

Signature

Signature

Address

Address