

shall immediately notify the Lessor of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Lessee fails to provide such notice before accepting delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule. Receipt of equipment will take place in the following way: _____. Items that are delivered by the lessor will be unloaded to a nearby location adjacent to available parking. If items are carried to a requested location of the lessee there may be an additional convenience charge incurred at the discretion of the lessor.

CONVENIENCE CHARGE: Need for specific delivery day/time and/or pick up day/time will incur a convenience fee at the discretion of the lessor. Standard weekend deliveries will occur on Friday and pick up will occur between Sunday and Monday. Weekday deliveries will be at an agreed upon time for both the lessee and lessor.

WARRANTY. The Lessor warrants that the above property is in good working condition, but makes no further warranties, express or implied.

RISK OF LOSS OR DAMAGE. The Lessee assumes all risks of loss or damage to the equipment from any cause, and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear, unless otherwise provided in this Lease. All machines returned without cleaning as outlined in the operation guide will incur a \$10 cleaning fee. All linens, equipment or décor that is returned in a non-usable condition is subject to replacement fee paid by the Lessee.

INDEMNITY OF LESSOR FOR LOSS OR DAMAGES. Unless otherwise provided in this Lease, if the equipment is damaged or lost, the Lessor shall have the option of requiring the Lessee to repair the equipment to a state of good working order, or replace the equipment with like equipment in good repair, which equipment shall become the property of the Lessor and subject to this Lease.

LIABILITY AND INDEMNITY. Liability for injury, disability, and death of Lessee's guests, workers and other persons caused by operating, handling, or transporting the equipment during the term of this Lease is the obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and against all such liability. Lessee assumes all the risks and responsibilities of the use of the equipment, and releases, waives, and forever discharges any and all claims against Molly's Market, LLC, its agents and assigns, for any injury or damage to property resulting from use of the equipment.

INCLEMENT WEATHER POLICY. In the event of inclement weather, your reservation may be moved to another available date and the 50% deposit may be applied to this change in date. Only one change in reservation date for inclement weather is permitted.

DEFAULT. The occurrence of any of the following shall constitute a default under this Lease: A. The failure to make a required payment under this Lease when due. B. The violation of any other provision or requirement that is not corrected within 5 day(s) after written notice of the violation is given.

RIGHTS ON DEFAULT. In addition to any other rights afforded the Lessor by law, if the Lessee is in default under this Lease, without notice to or demand on the Lessee, the Lessor may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Lessee responsible for any deficiency. The rights and remedies of the Lessor provided by law and this Agreement shall be cumulative in nature. The Lessor shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

ASSIGNMENT. The Lessee shall not assign or sublet any interest in this Lease or the equipment or permit the equipment to be used by anyone other than the Lessee or Lessee's employees, without Lessor's prior written consent.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Ohio.

SIGNATORIES. This Lease shall be signed on behalf of Molly's Market, LLC by Molly J. Thompson, Manager, and by Lessee and shall be effective as of the date first above written.

Signatures

Molly's Market

Signature required

Sample

Signature required