

EQUIPMENT LEASE- PARTY RENTALS
MOLLY'S MARKET, LLC

This Equipment Lease (this "Lease") is made effective as of _____, between Molly's Market, LLC (the "Lessor"), 7516 Center Green Dr., Westerville, Ohio 43082, and _____ (the "Lessee"), _____, (address where rentals will be used/stored), and states the agreement of the parties as follows:

EQUIPMENT SUBJECT TO LEASE. The Lessor shall lease the equipment listed on the attached Exhibit "A".

PAYMENT TERMS. The total lease payment, based on a rate of _____ per day of use, is due and payable as follows: initial deposit of one half at the time the equipment is reserved and the balance at the time the equipment is received by Lessee. Charges will be computed from the effective date of this Lease until the equipment is returned. Acceptable methods of payment are: cash, Venmo, bank transfer, or credit card. **NO REFUNDS WILL BE ISSUED ON DEPOSITS.**

CANCELLATION POLICY. In the event you cancel your event and give us 30 day notice, you may apply your initial deposit to an alternative date. Only one change of date will be honored.

LEASE TERM. This Lease shall begin on the above effective date and shall terminate on the effective date, unless otherwise terminated in a manner consistent with the terms of this Lease.

LOCATION OF EQUIPMENT. The equipment shall be located at _____, _____(address), during the lease term, and shall not be removed from that location without the Lessor's prior written consent.

CARE AND OPERATION OF EQUIPMENT. The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

MAINTENANCE AND REPAIR. In the event of damage to the equipment, the Lessee shall be responsible for the cost of repair. Such costs shall include labor, material, parts, and similar items.

RETURN OF EQUIPMENT. At the end of the Lease term, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee's expense.

ACCEPTANCE OF EQUIPMENT. The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee 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.

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.

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 day and the 50% deposit can 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.

LESSOR:

By: _____
Molly J. Thompson
Manager

Date:

LESSEE:

By: _____

Date:

EXHIBIT A
Equipment Schedule

- Movie Night
- Football Watch Party
- Dolly and Me Par-Tea
- Join me for Tea
- Come on Barbie, Lets go Party
- Come Relax at the Spa
- Come One, Come All to the Carnival
- Cotton Candy Machine
- Construction Crew
- Inflatable Photobooth
- Snow Cone Machine
- Popcorn Machine
- Donut Wall
- Hot Dog Roller
- 10ft x 20 ft Pop Up Tent