

# Half Pint Creamery Equipment Rental Agreement

This Equipment Rental Agreement (this "Agreement")

dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BETWEEN:**

Half Pint Creamery, LLC of 400 Lincoln Way East New Oxford, PA 17350 (the "Lessor")

and \_\_\_\_\_ (your name/company name)

of \_\_\_\_\_ (your address)

**IN CONSIDERATION OF** the mutual covenants and promises in this Agreement, the receipt of sufficiency of which considerations is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

## **Definitions:**

The following definitions are used but not otherwise defined in this agreement

1. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value of the Equipment would have had at the end of the Term but for Total Loss. The Casualty Value may be less but will not be more than the original purchase price of the Equipment.
2. "Equipment" means the four pan display freezer with general dimensions of 42.2" x 22" x 18.4" which has an approximate value of \$4,000.00
3. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment

## **Lease**

The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement

## **Term**

The Agreement Commences on \_\_\_\_\_

## **Rent and Deposit**

The rent for this Equipment, inclusive of sales tax, will be \$300 (the "Rent") and the Rent will be paid prior to the Lessee taking possession of the Equipment.

## **Delivery of Equipment**

The Lessee will, at the Lessee's own expense and risk, pick up and transport the Equipment from 400 Lincoln Way East New Oxford PA 17350.

## **Use of Equipment**

The Lessee will use the Equipment in a good and careful manner and will comply with all the manufacturer's requirements and recommendations respecting the Equipment and any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.

The Lessee will use the Equipment for the purpose for which it was designated and not for any other purpose

The Lessee will NOT sell any products using the Equipment.

Unless the Lessee obtains prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification, or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment. Absolutely ZERO adhesive may be used.

### **Warranties**

The Equipment will be in good working order and good condition upon pickup

The Equipment is of merchantable quality and is fit for the purposes it is ordinarily used

### **Lost and Damage**

To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction of the Equipment from any and every cause.

If the Equipment is lost or damaged, the Lessee will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance, and condition.

In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Lessee.

### **Ownership, Right to Lease and Quiet Enjoyment**

The Equipment is the property of the Lessor and will remain the proper of the Lessor

The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner

The Lessor warrants that the Lessor has the right to lease the Equipment according to the terms in this Agreement

The Lessor warrants that as long s no Event of Default has occurred, the Lessor will not disturb the Lessee's quiet and peaceful possession of the Equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed,

### **Surrender**

At the end for the term or upon earlier termination of this Agreement the Lessee will return the Equipment at the Lessee's cost expense and risk to the Lessor by delivering the Equipment to 400 Lincoln Way East New Oxford PA 17350. If the Lessee fails to return the Equipment to the Lessor at the end of the Term or any earlier termination of this Agreement, The Lessee will pay to the Lessor any unpaid rent for the Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Lessee.

### **Insurance**

No insurance coverage for the Equipment is required under this Agreement

### **Indemnity**

The Lessee will indemnify and hold harmless the Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessee's use of the Equipment.

### **Default**

The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement

The Lessee fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Lessee's obligations under this Agreement

The lessee becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or another competent jurisdiction

A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

### **Remedies**

On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies")

1. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession

2. Pursue any other remedy available in law or equity

### **Assignment**

The Lessee will not assign this agreement, the Lessee's interest in this agreement or the Lessee's interest in the Equipment without the prior written consent of the Lessor

### **Additional Clauses**

Lessor is not responsible for the quality of product, damage (to persons or property) once it is in the Lessee's possession

Products may NOT be sold using the Equipment.

This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date on this Agreement will not be binding on either Party except to the extent incorporated in this Agreement

### **Address for Notice**

Services of all notices under this Agreement will be sent by registered mail or courier to the following address:

Half Pint Creamery  
400 Lincoln Way East  
New Oxford, PA 17350

### **Interpretation**

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include feminine and vice versa

**Governing Law**

It is the intention of all Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be constructed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Pennsylvania (the "State"), without regard to the jurisdiction in which any action or special proceedings may be instituted.

**Severability**

If there is conflict between any provisions of this Agreement and the applicable legislation of the Commonwealth of Pennsylvania (the "Act", the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid and unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

**General Terms**

This agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures

Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrection, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected

**Notice to the Lessee**

This is a lease, You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it

Lessee: \_\_\_\_\_

Date: \_\_\_\_\_