



LEASE AGREEMENT

This lease agreement is made between JOE & HOLLY ROSADO’S FIRST CORPORATION (D/B/A “GO BABY GO HAMPTONS”), a corporation organized and existing under the laws of New York, with its principal office located at 10 Scenicview Crescent, Manorville, New York, 11949 ("lessor"), and

Lessee’s Full Name: \_\_\_\_\_  
("lessee")

- 1. SUBJECT OF LEASE: Lessor leases to lessee, and lessee leases from lessor, the baby equipment (collectively, the "leased property") designated on Appendix “1”, which is entitled “Order Form”.
- 2. AUTHORIZED USE: The entirety of the leased property shall only be utilized, operated, controlled, and managed by the following authorized individuals and the corresponding minors who are under their care and control:

\_\_\_\_\_  
\_\_\_\_\_

- 3. TERM OF LEASE: The term of this lease commences upon the date of execution of this lease agreement and continues until the earlier of:
  - a. Pickup date: \_\_\_\_\_;

OR

- b. A declaration by lessor of an event of default under this agreement by lessee.

- 4. RENTAL PAYMENTS: The rent for the leased property shall be:

Rent: \_\_\_\_\_

Lessee shall render full payment of rent to lessor on or before the delivery date.

- 5. LESSEE'S USE OF THE LEASED PROPERTY: Lessee shall use the leased property in a careful and proper manner and shall comply with and conform to all laws, ordinances, and regulations which relate in any manner to the possession, use or maintenance of the leased property. Upon lessor's demand, lessee shall prominently affix to the leased property labels, plates, or other markings supplied by lessor, stating that the leased property is owned by lessor.
- 6. LESSEE'S INSPECTION OF THE LEASED PROPERTY: Lessee shall inspect the leased property upon delivery and shall initial this paragraph if the equipment is in satisfactory condition.

Initial: \_\_\_\_\_



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Unless lessee gives immediate written notice to lessor upon delivery, specifying any defect or other objection to the leased property, lessee agrees that it shall be conclusively presumed, as between lessee and lessor, that lessee has fully inspected and acknowledged that the leased property is in good condition and repair, and lessee is satisfied with the leased property and has accepted it in such good condition and repair.

Defects / Objections: \_\_\_\_\_

7. **LOCATION OF THE LEASED PROPERTY:** Lessee shall not move or transport any of the following items of leased property, including **high chairs, exersaucers, booster seats with trays, and / or pack and plays**, from the original location where said property was delivered by lessor without the prior written consent of lessor. Additionally, said designated items of leased property are exclusively for indoor use ONLY without exception.
8. **LESSOR'S RIGHT TO INSPECT THE LEASED PROPERTY:** Lessor shall have the right during normal business hours to enter into and upon the premises where the leased property is located for the purpose of inspecting it or observing its use.
9. **ALTERATIONS PROHIBITED:** Lessee shall not make any alterations, additions, or improvements to the leased property without the prior written consent of lessor. All additions and improvements made to the leased property shall belong to and become the property of lessor upon the expiration of the lease. Lessee shall not disassemble or change the structure of the leased property without the prior written consent of lessor.
10. **LESSEE'S OBLIGATION TO REPAIR:** Lessee, at its own cost and expense, shall keep the leased property 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 and working order.
11. **RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss and damage to the leased property from any cause whatsoever. No loss or damage to the leased property or any part of the property shall impair or lessen any of lessee's obligations under this lease, which shall continue in full force and effect. In the event of loss or damage of any kind to the leased property, lessee shall, at lessor's sole option:
  - a. Place the leased property in good repair, condition, and working order;

OR

  - b. Replace the leased property with like property in good repair, condition, and working order or, if the leased property is stolen, destroyed, or damaged beyond repair, pay lessor in cash or its equivalent liquidated damages of One Hundred (\$100) Dollars per item designated within Appendix "1".
12. **SURRENDER OF LEASED PROPERTY:** Upon the expiration of the lease, with respect to any item of the leased property, lessee shall return it to lessor in good repair, condition, and working order,



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ordinary wear and tear excepted. Said return shall occur at the same location as the leased property was initially delivered.

13. **WARRANTIES: LESSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE LEASED PROPERTY, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.**
14. **INDEMNITY:** Lessee shall indemnify lessor against, and hold lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from the leased property, including but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the leased property.
15. **DEFAULT:** If lessee with regard to any item or items of leased property fails to return said item or items pursuant to paragraph "3", fails to pay any rent or other amount provided in this agreement, or fails to observe, keep, or perform any other provision of this agreement required to be observed, kept, or performed by lessee, then lessor shall have the right to exercise any one or more of the following remedies:
  - a. To process and charge the lessee's credit card and collect the entire amount of rent then accrued or subsequently accruing as to any or all items of leased property, without notice or demand to lessee.
  - b. To sue for and recover all rents and other payments, then accrued or subsequently accruing, with respect to any or all items of leased property.
  - c. To take possession of any or all items of equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee waives any and all damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this lease as to any or all items of leased property unless lessor so notifies lessee in writing.
  - d. To terminate this lease as to any or all items of leased property.
  - e. To pursue any other remedy at law or in equity, including those set forth in the Uniform Commercial Code.

Notwithstanding any such repossession or any other action that lessor may take, lessee shall be and remain liable for the full performance of all obligations on the part of lessee to be performed under this lease. All such remedies are cumulative and may be exercised concurrently or separately.

16. **LESSOR'S EXPENSES:** Lessee shall pay lessor all costs and expenses, including reasonable attorney's fees, incurred by lessor in exercising any of lessor's rights or remedies under this agreement or in enforcing any of its terms, conditions, or provisions.
17. **PROHIBITION OF ASSIGNMENT: WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE SHALL NOT: (A) ASSIGN, TRANSFER, PLEDGE, OR HYPOTHECATE THIS LEASE, THE LEASED PROPERTY OR ANY PART OF THE SAME, OR ANY INTEREST IN THE SAME; OR (B) SUBLET OR LEND THE LEASED PROPERTY OR ANY PART OF THE SAME, OR PERMIT THE LEASED PROPERTY OR ANY PART OF THE SAME TO BE USED BY**



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ANYONE OTHER THAN LESSEE OR LESSEE'S EMPLOYEES. CONSENT TO ANY OF THESE PROHIBITED ACTS APPLIES ONLY IN THE GIVEN INSTANCE AND IS NOT A CONSENT TO ANY SUBSEQUENT LIKE ACT BY LESSEE OR ANY OTHER PERSON. Subject always to the preceding paragraph, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors, and assigns of the parties.

18. **LESSOR'S ASSIGNMENT:** It is understood that lessor contemplates assigning this lease or mortgaging the leased property and that the assignee may assign the same. All rights of lessor under this lease agreement may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to lessee. If lessor assigns this lease agreement or the rentals due or to become due under this agreement or any other interest in the same, whether as security for any of its indebtedness or otherwise, then no breach or default by lessor under this agreement or pursuant to any other agreement between lessor or lessee, should there be one, shall excuse performance by lessee of any provision of this agreement. No such assignee shall be obligated to perform any duty, covenant, or condition required to be performed by lessor under the terms of this lease agreement.
19. **OWNERSHIP:** The leased property is and shall at all times be and remain the sole and exclusive property of lessor, and lessee shall have no right, title, or interest to or in the leased property except as set forth in this lease agreement.
20. **PERSONAL PROPERTY:** The leased property is and shall at all times be and remain personal property notwithstanding that the leased property or any part of it may not be or in the future become in any manner affixed or attached to, imbedded in, or permanently resting upon real property or any building or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise
21. **OFFSET:** Lessee waives any and all existing and future claims and offsets against any rent or other payments due under this agreement and agrees to pay the rent and other amounts due under this agreement regardless of any offset or claim that may be asserted by lessee or on its behalf.
22. **NONWAIVER:** No covenant or condition of this lease agreement can be waived except by the written consent of lessor. Forbearance or indulgence by lessor in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by lessee to which the same may apply, and, until complete performance by lessee of such covenant or condition, lessor shall be entitled to invoke any remedy available to lessor under this lease or by law or in equity despite such forbearance or indulgence.
23. **ENTIRE AGREEMENT:** This instrument constitutes the entire agreement between lessor and lessee, and it shall not be amended, altered, or changed except by a written agreement signed by the parties to this agreement. If any provision of the Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provision of this Agreement, and they shall be given effect without the invalid provisions if to do so would not substantially frustrate the expectations of the parties hereto.



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24. **NOTICES:** Service of all notices under this agreement shall be made by certified mail return receipt requested to the respective addresses of the parties as set forth herein. Any such notice mailed to such address shall be effective when deposited in the United States mail, properly addressed and with postage prepaid.
25. **TITLES:** The titles to the sections of this lease are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.
26. **TIME:** Time is of the essence of this lease agreement and each and all of its provisions.
27. **APPLICABLE LAW:** The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the laws of, and construed in accordance with, the laws and regulations then prevailing in the State of New York, without regard to principles of choice of law.
28. **ARBITRATION:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The parties have executed this agreement on \_\_\_\_\_.

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*[Name of lessor]*

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*[Name of lessee]*