

# Baby Deliverease

## Equipment Rental Lease

DUE DATE: ____/____/____	EMAIL: _____	PHONE: _____
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This equipment lease (rental) is made effective as of \_\_\_\_\_, between  
(DATE)

Baby Deliverease (the "lessor"), 3341 E. Javelina Ave., Mesa, AZ, 85204, and

\_\_\_\_\_, (the "lessee"),  
(NAME)

\_\_\_\_\_  
(ADDRESS)

and states the agreement of the parties as follows:

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

**PAYMENT TERMS.** A \$50.00 non-refundable deposit (personal check okay) must accompany this rental agreement. The deposit will be applied to the balance of the rental fee, \$225.00, due at the time of delivery (total lease amount \$275.00). Balance shall be paid with cash or money order only.

**NON-SUFFICIENT FUNDS.** The Lessee shall be charged \$35.00 for each check that is returned to the Lessor for lack of sufficient funds.

**SECURITY DEPOSIT.** In addition to the lease payment fee, the Lessee shall pay a security deposit of \$200.00 at the time of tub delivery (personal check or money order). This deposit will be returned to the Lessee at the termination of this Lease, subject to the option of the Lessor to apply it against Lease charges and damages. Any amounts refundable to the Lessee shall be paid within 14 days after this Lease is terminated. The security deposit shall not bear interest.

**LOCATION OF EQUIPMENT.** The equipment shall remain at address listed above only. Please notify Baby Deliverease if you require tub to be moved.

**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.

**ACCEPTANCE OF EQUIPMENT.** The Lessee shall inspect each item of equipment upon delivery. 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, 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 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 caused by operating or handling 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.

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 permit the equipment to be used by anyone other than the Lessee (and spouse and/or nurse midwife).

ENTIRE AGREEMENT AND MODIFICATION. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

LESSORS

LESSEE

DONNA CHAVEZ

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Lessor Signature

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This page is for your information only.

EXHIBIT "A"

Equipment Description:

Smartub 170 Hot tub

Cover with Locking Clips

Tarp for underneath Spa

Submersible Utility Pump

Spa Chemicals, if requested