

## RENTAL AGREEMENT

This Cake Rental Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Signature Cakes & Confectionery a/k/a Chocolaterie Maya, LLC ("Company") and \_\_\_\_\_ ("Customer").

**IT IS UNDERSTOOD AND AGREED THAT ALTHOUGH CERTAIN ITEMS RENTED PURSUANT TO THIS AGREEMENT MAY BE MADE OF EDIBLE MATERIAL, THEY ARE NOT FOR CONSUMPTION BY HUMANS OR ANIMALS, BUT RATHER ARE FOR DISPLAY PURPOSES ONLY. PLEASE PAY SPECIAL ATTENTION TO NUMBERED PARAGRAPH 5 "LIABILITY", SET FORTH BELOW, AS IT WILL BE THE CUSTOMER'S SOLE RESPONSIBILITY TO RESPOND IN DAMAGE SHOULD SOMEONE CONSUME AN ITEM RENTED HEREUNDER, WHERE DEATH OR INJURY RESULTS.**

**1. Rental.** Customer hereby agrees to lease from Company the items identified on Exhibit 1 (the "Equipment"), and as consideration therefore, Customer agrees to pay the rental fees in the amounts and within the time frames set forth on Exhibit 1. Customer and Company agree that this Agreement shall apply to all Equipment leased by Customer from Company and that Company may, from time to time, modify, supplement and amend Exhibit 1 to reflect the lease or return of Equipment by the Customer under this Agreement.

**2. Title to Equipment.** Title to the Equipment shall remain at all times with Company. No title or right to the Equipment shall pass to the Customer, except the rights herein expressly granted.

**3. Maintenance and Alterations.** Customer shall keep the Equipment in good condition and shall only use the Equipment for its intended purpose. The Customer shall not change or alter the Equipment without Company's prior written consent. Violation of this Section 3 by the Customer shall void all obligations of Company to accept return of the equipment at the end of the rental period and will trigger a default hereunder.

**4. Term and Termination of Agreement.** This Agreement shall continue in full force and effect until (a) the Equipment is returned by Customer to the Company and all amounts due hereunder have been paid, (b) the Equipment is purchased by Customer on terms as stated in Exhibit 1, or (c) the Company provides written notice of Company's desire to terminate the Agreement. Upon termination of this Agreement, the Customer will surrender, at Customer's cost and expense, the Equipment in good working order to Company. Notwithstanding the termination of this Agreement, Customer shall continue to be responsible for the payment of all charges and costs incurred hereunder through the date of termination.

**5. Liability.** During the term of this Agreement, the Customer shall be solely responsible for any loss or damage to the Equipment. The Customer shall also be solely liable for all claims, including but not limited to workers' compensation or claims for personal injury or damage to property, arising, directly or indirectly, out of the use of the Equipment, including accidental or intentional ingestion. The Customer hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the Equipment from any and every cause whatsoever. No such loss or damage shall impair any obligation of the Customer under this Agreement, which shall continue in full force and effect. In the event of damage to or loss of the Equipment (or any component thereof), the Customer shall pay the total of all unpaid rent payments for the entire Agreement term plus the market value of the Equipment prior to such loss or damage, as stated within Exhibit 1, in which case this Agreement shall terminate except for any Customer duties, as of the date such payment is received by Company.

**6. Security Deposit.** The Customer shall pay a security deposit, as set forth within Exhibit 1, at the time that this Rental Agreement is signed. This deposit will be returned to the Customer at the termination of this Agreement, subject to the option of the Company to apply it against Rental charges and damages. Any amounts refundable to the Customer shall be paid at the time this Agreement is terminated by return of all equipment set forth in Exhibit 1, in good condition and if applicable, working order, or upon payment in full for a loss or damage. The security deposit shall not bear interest.

**7. Payment; Required Credit Card Information.** A valid MasterCard, VISA, Discover Card or American Express (which is provided below) is required for the rental and other charges contemplated by this Agreement (including payment for the Equipment in the event of loss or damage as provided in this Agreement). Customer hereby authorizes the Company to charge the credit card provided below to pay for the charges covered by this Agreement. Customer hereby certifies that the information provided below is true and correct as of the date given and will remain true and correct throughout the term of this Agreement.

Customer agrees to promptly update the information below in the event it changes.

Credit Card Number: \_\_\_\_\_

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

Name as it appears  
on Credit Card: \_\_\_\_\_

Card Type: [ ] MasterCard [ ] VISA [ ] Discover Card [ ] American Express

**8. Default.** If the Customer defaults in any performance required herein for a period of 30 days, then (i) this Agreement may be terminated by the Company, (ii) the Company shall have the right to enter the Customer's premises, or other location where the Equipment may be stored and remove the Equipment, without notice, and (iii) the Company shall be entitled to pursue any other remedies available to it at law and in equity.

**9. No Waiver.** Waiver of breach or failure to strictly enforce the terms of this Agreement shall not preclude a party from asserting a subsequent or continuing breach or from otherwise requiring strict conformance with the terms of this Agreement.

**10. Warranties.** THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUITABILITY, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, INFRINGEMENT, MERCHANTABILITY OR INTENDED USE. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, RESULTING FROM ANY FAILURE OF THE EQUIPMENT OR ANY PERFORMANCE BY COMPANY.

**11. Governing Law.** This Agreement has been consummated within the State of New York and shall be construed in accordance with the laws of the State of New York. Customer agrees to submit to the jurisdiction of New York State, specifically, the courts within the County of Putnam.

**12. Entire Agreement.** This Agreement, and its Exhibit 1, including the terms and conditions referenced below, constitutes the entire Agreement between the parties on the subject matter contained herein. This Agreement supersedes all prior oral or written agreements between the parties. This Agreement may be amended only as mutually agreed upon in writing.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first above written.

**CUSTOMER:**

\_\_\_\_\_  
Customer Name

**Signature Cakes & Confectionery a/k/a  
Chocolaterie Maya, LLC**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title, if any

\_\_\_\_\_  
Title