

# LEASE AGREEMENT - TERMS & CONDITIONS

The Vintage Mobile Hospitality Group (Lessor), hereby agrees to lease to Lessee the equipment described here as a "Portable Food Kiosk".

- 1. Title and Ownership.** The leased equipment shall at all times be and remain the sole and exclusive property of the Lessor. Lessee shall have only the rights to use the equipment in accordance with the terms of this agreement. Lessor shall have the right to display notice of its ownership of the equipment by display of identifying stencil, plate or other marking, and Lessee agrees that it will not remove or cover such markings without the written permission of Lessor. It is expressly intended and agreed that the equipment shall be personal property even though it may be affixed or attached to real estate. The equipment shall not be removed from the place of delivery or installation without the expressed written permission of Lessor.
- 2. Inspection.** Upon delivery, Lessee acknowledges that he has had an opportunity to personally inspect the equipment and finds it suitable for his needs and in good condition. Lessee and its employees or subcontractors understand its proper use. Lessee further acknowledges responsibility to inspect the equipment prior to its use and to promptly notify Lessor of any defects.
- 3. Replacement of Malfunctioning Equipment.** If the equipment becomes unsafe or in disrepair for any reason, Lessee agrees to discontinue its use and to notify Lessor. Lessor will repair or replace the equipment with similar equipment in good working order if available, and if the defect is the result of normal use, Lessor is not responsible for any incidental damages caused by delays or otherwise, and Lessee hereby waives any rights or entitlement thereto.
- 4. Warranties.** Lessor is not the manufacturer of the rented property, and no warranty against patent or latent defects in material workmanship or capacity is given, and Lessee waives all such warranties of fitness which may be accorded by it or otherwise. There are no warranties of merchantability or fitness, either express or implied. There is no warranty that the equipment is suited for customers intended use, or that it is free from defects, and any and all such warranties of fitness, or otherwise, are expressly and specifically

waived by Lessee.

5. **Hold Harmless/Indemnity.** Lessee assumes all risks associated with the possession, use, transportation and storage of the Equipment. ACCORDINGLY, LESSEE HEREBY WAIVES ANY AND ALL LIENS AND CLAIMS ARISING FROM OR ASSOCIATED WITH, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE LESSOR FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, COST AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES, CLAIMS FOR BODILY INJURY(IES) (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF THE TIME AND/OR INCONVENIENCE) RESULTING FROM OR ARISING IN CONNECTION WITH SUCH POSSESSION, USE, TRANSPORTATION AND/OR STORAGE, REGARDLESS OF THE CAUSE AND INCLUDING INJURY AND/OR DAMAGES SUFFERED BY LESSEE, LESSEE'S EMPLOYEES AND/OR THIRD PART(IES), EXCEPT TO THE EXTENT DIRECTLY RESULTING FROM LESSOR'S INTENTIONAL MISCONDUCT.
6. **Time of Return.** Lessee right of possession terminates on the expiration of the rental period and retention of possession after the time constitutes material breach of Lessee's obligation under this contract. Time is of the essence in this agreement. Any extension must, at Lessor's election be mutually agreed upon in writing.
7. **Assignments, Subleases and Loans of Equipment.** The Lessor may assign its right under this contract without the Lessee's consent, but will remain bound by all obligations herein. The Lessee may not sublease the equipment or loan the equipment without the Lessor's written permission. Any purported assignment by the Lessee is void.
8. **Return of Equipment.** At the termination of this agreement, Lessee shall return all of the equipment to Lessor, or make the necessary arrangements and give access for pick up, in the condition and repair as when delivered to Lessee, subject only to reasonable wear and tear. Lessee shall be liable for all damages to or loss of the Equipment occurring because it was not returned as specified in the agreement. If Lessor has agreed to deliver the Equipment to Lessee or to pick up the Equipment from Lessee. Lessee shall be responsible for all losses or damage to the Equipment from time of delivery to Lessee and until picked up by

Lessor.

9. **Inspection By Lessor.** Lessor shall at all times have the right to enter any premises where the Equipment may be located for purposes of inspecting it, observing its use, or removing it from Lessee's premise.
10. **Permits and Licenses.** Lessee shall at its own expense, and prior to the installation of the equipment provide all necessary permits, licenses, and other consents.
11. **Delivery/Pick up.** Delivery is made to closest point truck or trailer can park. Extra charges will result in deliveries to any point where extra time is involved. Our service does not include any site work including electrical or plumbing. If this service is required, arrangements should be made prior to delivery with licensed contractors.
12. **Cleaning.** Lessee is responsible for regular cleaning of the unit, inside and out.
13. **Damaged Equipment.** Lessee agrees to pay for any damage to rented equipment regardless of cause, except reasonable wear and tear, while equipment is in the possession of Lessee. Lessee also agrees to pay a reasonable cleaning charge for all equipment returned dirty. Accrued rental charges cannot be applied against the purchase or cost of repair or damaged goods. Rental Equipment damaged beyond repair will be borne by the Lessee at its Replacement Cost when rented. The cost of repairs will be borne by the Lessee, whether performed by Lessor, or at the Lessor's option by others.
14. **Permitted Area of Use Equipment.** Lessee agrees not to loan, sublet or otherwise dispose of equipment or use it at any other location than listed on the face of the contract.
15. **RELOCATING EQUIPMENT ON THE PROPERTY.**  
The portable kiosk is designed to be a placed in a permanent or semi-permanent location, and it is not intended to be moved or relocated on a regular basis. Lessee agrees that it will use utmost care and caution when moving or relocating the unit. The unit must always be placed on a flat level surface with hand brake and wheel chocks in place, and never located on a sloped surface. The unit may be pushed a short distance (a few feet) but a tractor or

truck must be used with the towbar to move the equipment across the property or any distance with proper safety precautions and qualified personnel. Lessee assumes all responsibility for any loss, damage, injury or harm caused from relocating the unit.

UNLESS OTHERWISE APPROVED IN WRITING, EQUIPMENT MAY NOT BE REMOVED FROM LESSEE'S PLACE OF BUSINESS STATED ON THE FRONT OF THIS AGREEMENT.

16. **Theft of Equipment.** The Lessee bears all responsibility for the loss or theft of the equipment, and should carry insurance to cover the replacement cost of the unit.
17. **Collection Costs.** The Lessee agrees to pay all reasonable collection attorney's and court fees and other expenses involved in the collections of charges or enforcement of the Lessor's rights under this contract.
18. **Weather Related Risks.** Lessee assumes all weather related risks involved in holding the equipment. Should it become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond Lessor's control, Lessee shall still be liable for payment in full of all rental charges. If severe weather is expected, Lessee should secure or move the unit, at its expense, to a protective shed, garage or other safe location.
19. **Preparation of Site.** Lessee agrees to prepare a level site upon which the equipment is to be erected, free and clear of all obstacles, natural and manmade, prior to the arrival of the Lessor's delivery crew. All non-leased equipment and decorations shall be cleared and taken from the unit or site at the end of the lease. If Lessee fails to do so, then Lessee shall pay all costs involved for any delay, additional rental, and all costs including and legal expenses. Lessee is responsible for all power and water hook ups, including permits and construction if necessary. Lessor's delivery crew will attach water hoses to an existing outdoor hose bib and a power cord to an existing outdoor electrical socket only. They will not perform any electrical or plumbing work at the site. Power requirements will be determined by the equipment that the Lessee chooses to add and install into the leased unit and any work required, to the unit or to the site, will be performed by a licensed electrician at Lessee's expense.

## **Scope of Work & Site Requirements**

### **A. Site Prep Checklist- Responsibility of Lessee**

- Level pad / concrete slab / paver area (min dimensions: 10 feet × 20 feet)
- Power: will be determined by equipment and menu selection, min. 15 amp, 110 volt service with outdoor plug within 30 feet of kiosk placement and no tripping hazard for power cord across walkways or walking paths.
- Water supply & drainage (if needed)
- Waste / refuse container nearby
- Access for delivery and periodic service / maintenance
- Site layout plan & drawing (to scale)
- Permitted clearance (fire, ADA, safety setbacks)

### **B. Kiosk Delivery & Installation- Lessor**

- Delivery date: \_\_\_\_\_, time window
- Lessee to provide site access (if needed)
- Mount kiosk, level & anchor points
- Connect power, water, drainage, data / POS wiring
- Test all utility hookups

### **C. Staff Training & Start-Up**

- Pre-opening training: Lessor provides staff training on our provided equipment, cleaning, opening and closing protocols, including safety and locking instructions.
- On first day of operation, Lessor provides onsite supervision / quality check
- Inventory stocking is responsibility of lessee
- Opening day coordination with Lessee (guest info, signage)

### **D. Maintenance Required by Lessee and its regular maintenance staff on property**

- Lessee to provide daily cleaning & inspections, inside and outside of the kiosk.
- Regular mechanical check (electrical, water pumps, refrigeration or other equipment)
- Phone / remote support, trouble response, and reporting any damage or malfunction is available by calling (828)551-0850

### **E. Data / Reporting Deliverables for Pilot Program**

- Weekly sales report: gross sales, comps by product line, # transactions, ATS (average ticket size)
- Guest satisfaction feedback: short survey / comment log
- End-of-pilot summary: recommendations for lease pricing, expansion proposals