

# Lease Agreement

**Lessor:** GO America, 2181 W California Ave, Ste 400, Salt Lake City, UT 84104

**Phone:** 801-954-0554 **Fax:** 801-954-0564 **E-mail:** lindsey@giab.com

**Supplier:** GIAB, LLC, 2181 W California Ave, Ste 400, Salt Lake City, UT 84104

**Full Legal Name and Address of Lessee:**

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**Description of Equipment to be Leased:** 1 ClassyWrap system, 1 JiffyWrap system, 1 User Guide, 1 Instructional Video, 1 Balloon Display Tree, 24 Classy Pak Gift Boxes, 24 Gift Balloon Kits, 12 Floral Expression Kits.

## Amount of each payment (Plus shipping and sales tax, if applicable)

**Terms:** \$200 down    **Monthly Payment:** \$89.00    **Term of Lease (No. of Months)** 12    **No. of Payments** 12  
First payment to be \$89.00 plus shipping

## TERMS AND CONDITIONS OF LEASE

1. LEASE. Lessee hereby leases from Lessor the personal property described above, together with any replacement parts, additions, repairs or accessories now or hereafter incorporated in or affiliated to it (hereinafter referred to as the "Equipment").
2. DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES. There are not warranties by or on behalf of lessor, Lessee acknowledges and agrees by his signature below as follows:
  - a) LESSOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE CONIDTION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH REPSECT TO ANY CHARACTERISTICS OF THE EQUIPMENT;
  - b) Lessee leases the Equipment "as is" and with all faults;
  - c) If the Equipment is not properly installed, does not operate as represented or warranted by the supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, Lessee's only remedy, if any, shall be against the supplier or manufacturer of the Equipment and not against the Lessor;
  - d) Provided Lessee is not in default under this lease, Lessor assigns to lessee any warranties made by supplier or the manufacturer of the Equipment;
  - e) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR;

The parties have specifically negotiated and agreed to the forgoing paragraph.

3. STATUTORY FINANCE LEASE. Lessee agrees and acknowledges that it is the intent of both parties to this Lease that it qualify as a statutory finance lease under Article 2A of the Uniform Commerical Code as adopted in Utah. Lessee acknowledges and agrees that Lessee has selected both; (1) the Equipment; and (2) the supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or of the supplier, and Lessor has not selected, manufactured, or supplied the Equipment.
4. (a) RENTAL PAYMENTS. Lessee agrees to pay the total rental equal to the "Amount of Each Payment" multiplied by the number of payments specified in "No. of Payments" plus down payment and any shipping and/or sales tax applicable. Payment will be made in advance and periodically as specified in "Terms" above. Payments shall be made by Lessee at 2181 W California Ave, Ste 400, Salt Lake City, UT 84104, or as otherwise directed by Lessee. Lessee shall not abate, set off, deduct any amount, or reduce any payment for any reason. The first payment shall be due on the following 15th day of the month after the date of acceptance of the Equipment by Lessee, and subsequent payments shall be due on the same day of each succeeding month throughout the term of the lease. (b) THIS LEASE IS NOT CANCELABLE OR TERMINABLE BY LESSEE. (c) LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER, NOR ANY SALESMAN OR AGENT OF LESSOR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENTALS AND LESSEE'S OBLIGATIONS SET FORTH IN THIS LEASE.
5. CHOICE OF LAW. This lease shall not be effective until signed by lessor at its principal office in Salt Lake City, Utah. This lease shall be considered to have been made in the State of Utah and shall be interpreted in accordance with the laws and regulations of the State of Utah. Lessee agrees to jurisdiction in the State of Utah in any action, suit or proceeding regarding this Lease, and concedes that it, and each of them transacted business in the State of Utah by entering into this lease. In the event of any legal action with regard to this Lease, Lessee agrees that venue may be laid in Salt Lake City, Utah.
6. In return for the extension of credit the undersigned hereby jointly, severally, and personally guarantee to pay and be responsible for payment of all accounts due Seller by Applicant, including collection charges and/or attorney's fees. This shall be an open and continuing guarantee, notwithstanding any changes, removals, extensions, or the like granted by Seller. In accordance with the Fair Credit Reporting Act, Public Law 91-508, I authorize GIAB, LLC to receive full information as requested relating to my Bank and Credit Experiences.
7. The undersigned hereby waives notice of default or nonpayment. Seller shall be entitled to look to the undersigned for full payment without prior demand, notice or seeking recourse against any other party.

LESSEE:

GO America

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Date

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Date