

Jukebox Rental Agreement

This Jukebox Rental Agreement (“**Agreement**”), dated as of _____ is by and between New York Jukebox, LLC a New York Limited Liability Company having an address at 838 Dean St, Brooklyn, NY 11238 (“**New York Jukebox**”), and _____.

WHEREAS, New York Jukebox is in the business of leasing jukeboxes; and

WHEREAS, Client desires to lease from New York Jukebox, and New York Jukebox desires to lease to Client the jukebox more specifically described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Equipment. New York Jukebox agrees to lease to Client, and Client agrees to lease from New York Jukebox, the following equipment (the “**Equipment**”): One Seeburg HF100R Jukebox, with Select-omatic 100 mechanism, restored to full working condition, with 50 records and title strips installed.
2. Date and Time. Equipment will be delivered by New York Jukebox on _____ to _____ . Equipment will be tested for proper operation on location. Equipment will be collected by New York Jukebox on _____

From the date this Agreement is signed through the date when the Equipment is returned to New York Jukebox is the term (“**Term**”) of this Agreement.

An adult over the age of 18 must be present at delivery and collection of Equipment. If delivery requires equipment to go up stairs, another able-bodied adult must be present to assist with delivery. New York Jukebox will confirm delivery and collection time at least 24 hours prior to scheduled time.

3. Fees and Payment. In consideration of Client’s right to possess and use the Equipment during the Term, Client shall pay as follows:

Additional fees may apply for delivery outside New York City.

Payment shall be made by check payable to New York Jukebox, LLC, cash, or credit card via PayPal.

Client shall reimburse New York Jukebox for all costs incurred for returned checks and in collecting any late payments, including, without limitation, attorneys’ fees.

If by the expiration of the Term, Client fails to prepare Equipment for collection by New York Jukebox, Client shall have the obligation to pay 110% of the prorated daily Rent for each day from the expiration of the Term until the date on which Client returns Equipment to New York Jukebox.

4.

Client must inspect Equipment at the time of delivery and acknowledge that the Equipment is in good working order.

5. Title and Risk of Loss. Title to the Equipment remains with New York Jukebox throughout the Term, and Client shall acquire no right, title or interest in the Equipment. Client shall not pledge or encumber the Equipment in any way. Client shall bear all risk of loss, damage, destruction, theft and condemnation to or of the Equipment from any cause whatsoever (“**Loss**”) until the Equipment has been returned to New York Jukebox. Client shall notify New York Jukebox in writing within one day of any such Loss.

Replacement cost for Equipment is as follows:

Broken Glass (dome): \$425

Broken Glass (on grill): \$90

Other: Market Rate +10%. (Market rate determined by check of e-bay, craig’s list & other vendors)

6. Additional Rules.

- (a) Client must insure that Equipment is safeguarded against damage. Including, but not limited to, keeping Equipment away from water, direct sunlight, and out of high humidity.
- (b) Equipment must be placed on level, stable, carpeted, wood or cement surface.
- (c) Equipment must be directly connected to a 110V power supply using only the extension cord provided by or approved by New York Jukebox.
- (d) Equipment must be stored in a secure location when not in use.

7. Cancellation. Cancellation requests by Client that are received a minimum of 30 days prior to Delivery Date are eligible for a full refund. If a Client wishes to cancel less than 30 days before Delivery Date, New York Jukebox may retain any portion of Rent already paid and issue a credit to Client to be used on a future date within 18 months of original Delivery Date.

8. Compliance with Law. Client shall (a) comply with all applicable laws, regulations and ordinances and (b) maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

9. Indemnification. Client shall indemnify, defend and hold harmless New York Jukebox and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to any claim of a third party or New York Jukebox arising out of or occurring in connection with the Equipment or Client’s negligence, willful misconduct or breach of this Agreement. Client shall not enter into any settlement without New York Jukebox’s or Indemnified Party’s prior written consent.

10. Limitation of Liability. **IN NO EVENT SHALL NEW YORK JUKEBOX BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGE, LOST PROFITS OR REVENUES OR**

DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CLIENT OR COULD HAVE BEEN REASONABLY FORESEEN BY CLIENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL NEW YORK JUKEBOX'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO NEW YORK JUKEBOX.

11. Miscellaneous:

- (a) Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of New York, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- (b) In any action to enforce this Agreement, the prevailing party will be entitled to attorneys' fees.
- (c) This Agreement shall not be modified except by a written agreement signed by both parties.
- (d) This Agreement expresses the entire understanding of the parties and replaces any and all former agreements, or understandings, written or oral, relating to the subject matter hereof.
- (e) The parties acknowledge and agree that in entering into this Agreement they have not relied upon or been induced by any promise or representation (express or implied, oral or written) not contained herein.
- (f) Paragraph headings are for the convenience of the parties only and shall have no legal effect whatsoever.
- (g) This Agreement may not be assigned.
- (h) The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereto.

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

By _____

Terry Swords
Owner, New York Jukebox

Client