

Loft(s)

LOFTY IDEAS, INC.

Guard Rail(s)-

\$30ea.

Check # \_\_\_\_\_

(979) 492-6077

Check # \_\_\_\_\_

Cash

Cash

Pre-Order Online

LOFT(S) LEASE AGREEMENT

Pre-Order Online

N/A

Lease Agreement made this \_\_\_\_ day of August, 2010 by and between Lofty Ideas, Inc., a Colorado Corporation, ("Lessor") and Lessee \_\_\_\_\_ ("Lessee"). In consideration of the mutual terms, conditions and covenants hereinafter set forth, Lessor and Lessee agree as follows:

Lessor agrees to lease and Lessee leases from Lessor \_\_\_\_ loft(s) and \_\_\_\_ guard rail(s). Lessee agrees to pay Lessor \$\_\_\_\_\_, for the use and installation of the loft(s). The term of the lease shall be from \_\_\_\_/\_\_\_\_/\_\_\_\_ and terminating on \_\_\_\_/\_\_\_\_/\_\_\_\_.

**A service charge of \$30 is required for any loft relocation after initial set-up. Lofts requiring pick-up before or after the pre-scheduled loft return days will be assessed a \$30 service charge per loft. Exceptions are at the contractor's discretion.**

**YOU MUST CALL LOFTY IDEAS, INC. BEFORE MOVING THE LOFT TO ANOTHER LOCATION. IF LOFTY IDEAS, INC. DOES NOT RECEIVE THE LOFT AND GUARD RAILS (IF APPLICABLE) AT THE END OF LEASE TERM, LESSEE AGREES TO PAY AN ADDITIONAL \$175.00.**

**NOTICE: Lofty Ideas, Inc. recommends the use of its optional safety guard rail to prevent falls while using the loft bed. Lessee agrees he/she is aware of this safety guard rail option.**

Until Lessor has picked-up the loft(s) at the designated location, Lessee bears the entire risk of loss or damage to the loft(s) regardless how arising. Lessee shall immediately notify Lessor of the occurrence of any loss or other occurrence affecting Lessor's interests. Loft(s) shall be picked up in the same condition as was delivered, and pick-up schedules must be met. Lessee will be charged for any damage to loft(s) exceeding normal wear and tear. Upon return, the loft(s) shall be free of nails, tacks, hooks, and other markings. If loft(s) are moved to a location other than which was contracted, the permission of Lessor must be obtained. Should Lessee not return the loft(s) pursuant to this agreement, Lessor may pursue any lawful means necessary to collect loft(s) or monies owed. Any collection cost will be added to the total amount due.

Lessee acknowledges that: (a) Lessee leases the loft(s) from Lessor in a strictly "AS IS" condition; (b) Lessor makes absolutely no warranties express or implied, including any warranty of the merchantability for fitness for a particular purpose; (c) If the Lessee chooses to move and assemble the loft(s) independently, the Lessee shall hold Lessor harmless and shall be responsible for any loss, damage or injury to persons or property caused by moving and assembling the loft(s), including injury caused by faulty assembly; (d) Lessee shall hold Lessor harmless and shall be responsible for any loss, damage or injury to persons or property caused by the loft(s); and (e) in no case shall Lessor be liable to Lessee for special, indirect or consequential damages. Lessee hereby releases and waives all claims against Lessor for any injury or damage to the Lessee or any other person, arising from the use of leased loft(s). Lessee agrees to indemnify and hold harmless Lessor, its agents and employees against any and all claims, demands, costs, and expenses of every kind and nature, including reasonable attorneys' fees for the defense of any claim arising from Lessee's or any other persons use of the loft(s). Lessee agrees to indemnify and hold Lessor harmless from and against any and all losses, damages, injuries, demands and expense (a "Claim"), including any and all attorneys' fees and legal expenses, arising from or caused directly or indirectly by any actual or alleged use, possession, maintenance, condition (whether or not latent or discoverable), operation, location, delivery or transportation of leased loft(s).

**NOTE: A service fee of \$40 will be charged for any order cancelled after installation and/or after Aug. 31, 2010. This fee will be deducted from the original payment and the remainder will be refunded to the lessee. There will be no refunds after Sept. 8, 2010.**

LESSEE NAME: (Name used to place order online) \_\_\_\_\_

LESSEE ADDRESS: \_\_\_\_\_

LESSEE EMAIL: \_\_\_\_\_

LESSEE DRIVER'S LICENSE: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

PRINT STUDENT NAME: \_\_\_\_\_ DORM ADDRESS: \_\_\_\_\_

STUDENT PHONE: \_\_\_\_\_ STUDENT EMAIL: \_\_\_\_\_

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Lease Agreement to be executed as of the date first above written.

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

(LESSEE.)

(LOFTY IDEAS, INC.)

-----For Lofty Ideas Use Only-----

**LOFT SET-UP:** By signing this, I \_\_\_\_\_ agree to take full responsibility for the transportation and set-up of this (these) loft(s) and for any injuries and/or damages that may occur while doing so.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_