

# CASSONE LEASING, INC.

# Lease Agreement

**RETURN EQUIPMENT TO (LESSOR):**

1900 LAKELAND AVE.  
RONKONKOMA , NY 11779  
(631) 585-7800 PHONE  
(631) 585-7895 FAX

**Invoice Number 1919448**

**Customer Number** 97129

Cassone Leasing, Inc.(hereinafter referred to as "Lessor") does hereby lease the equipment below to

Joe Lombardo Plumbing & Heating of Rockland NY

321 Spook Rock Road  
Suffern NY 10901

Phone (845) 357-6537 Ext. Contact Ron Lombardo  
Fax (845) 357-8529

**The Equipment will be Located at:**

Barr Middle School  
143 Church St  
Nanuet NY

**Size** 40 Ft **Trailer Type** Ground Level Storage Container **Lease Period** 3 Month Minimum

**CCH-42335**

Pro Rated  Special (do not pro rate)

PO #	39346
Start Billing	11/10/2023
End Billing	
Monthly Rate	11/10/2023 / 12/ 9/23 \$172.00
Pro rated	/ \$0.00
	\$700.00
	\$700.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

**Additional Charges**

DELIVERY - STANDARD  
RETURN DELIVERY - STANDARD

Pre Tax Total	\$1,572.00
ROCKLAND COUNTY Tax Rate	0.08375
Sales Tax	\$131.66
Security	\$0.00
<b>c.o.D. Total Due:</b>	<b>\$1,703.66</b>
<b>Replacement Value</b>	<b>\$11,025.00</b>

Make all checks payable to Cassone Leasing Inc.  
Lessee assumes full responsibility for all damages to Lessee's premises during delivery and pick up of equipment and agrees to hold Cassone harmless from same. Lessee must provide Cassone with a current certificate of insurance covering the leased equipment within 10 business days. Required coverage listed on back. Lessee responsible and liable for any damages or theft of equipment. Terminations are not prorated. Rental is on a monthly basis. Storage Units are for on site storage use only. Trailer removal or relocation by Cassone Leasing, Inc. only. Notice has to be given 30 days in advance prior to termination at (631) 585-7839. Mon. to Fri. 9:00 am to 3:00 pm Lessee responsible for his own insurance. Waiting time after 20 minutes of arrival is billable at an additional \$150.00 per hour

**Payment** **Check #** **Amount \$**

Renter must provide Cassone Leasing with a current Certificate of Insurance covering your leased storage trailer, ground level storage container or moving van within 10 business days. Required coverage listed on back of your lease agreement. Ground is to be level at grade level. Site prepared for delivery or wasted trip charge will occur. Site must be clear and accessible.

The Renter assumes full responsibility for all damages to Renters premises during delivery & pick-up of equipment and agrees to hold Cassone Trailer and Container Co. harmless from same. C.O.D. upon delivery. We are not responsible for any damage to your property including the contents of the ground level storage container, storage trailer on wheels or moving van. THIS IS FOR ON-SITE STORAGE ONLY (NOT TO BE MOVED LOADED)--WAITING TIME ON JOBSITE \$150.00 PER HOUR

**Contact Name** Ron 845-494-0009 ron@josephlombardo.com by 6am  
**Cross Street** Smith St off Rte 59  
**Notes** map of site is attached

Lessee is responsible for the full term of the lease from its inception date. A LATE PAYMENT CHARGE OF 2% WILL BE ASSESSED AGAINST BALANCE OVER 30 DAYS. No agent, employee or representative of Lessor has any authority for any representation or warranty concerning the Equipment leased pursuant to the Lease that is not specifically included herein. Lessee acknowledges that it is not, in leasing the Equipment, relying upon any warranty, promise, or representation not set forth in the Lease and assents to all the terms set forth therein unless otherwise set forth in addenda attached thereto. Lessor's obligations under the Lease shall not be subject to any additional provision inconsistent with the Lease that may be contained in the Lessee's Purchase Order. IN WITNESS WHEREOF, the parties hereto have executed this Agreement subject to the terms and conditions herein set forth on both sides of this Agreement.

Signed by duly authorized agents this 10 day of November 2023

By \_\_\_\_\_  
**Cassone Leasing, Inc.**

DocuSigned by:  
*Ron Lombardo*  
3892359E6C3A452  
SIGNATURE OF LESSEE OR AUTHORIZED AGENT  
Ron Lombardo

Name \_\_\_\_\_  
Mary Borg Ext.130

Name \_\_\_\_\_  
(Print Name)

**CASSONE LEASING, INC. – RENTAL AGREEMENT**

CASSONE LEASING, INC. (Owner) hereby rents to the firm or person executing this agreement (Renter) the equipment described herein. Owner and Renter agree that during the term of the lease and until the equipment is properly returned and accepted during normal business hours:

- (1) **RENTER'S AGREEMENT** – Renter leases the equipment referred to herein for the lease period and agrees to return same under the terms set forth herein.
- (2) **OWNER NOT RESPONSIBLE FOR DAMAGES** – Renter acknowledges that it has actually made a full inspection of the equipment. Renter is satisfied with its condition and agrees to rent the same "AS IS". Owner makes absolutely no representation or warranty with respect to the equipment for its condition or its fitness for use by the Renter. Owner is not responsible for any damages suffered by the Renter from whatever cause in connection with the Renter's possession, use, or operation of the equipment, including but not limited to, damage to goods stored within the equipment as a result of accidents, water leakage, fire, or any other hazard or cause.
- (3) **RENTER'S RESPONSIBILITY FOR ALL DAMAGES** – Renter assumes the risk of damage to and loss of the equipment and all contents therein from all hazards whatsoever, including but not limited to, fire, explosion, theft, flood, collision, earthquake riot, vandalism, and/or malicious mischief.
- (4) **CASUALTY INSURANCE** – Renter has the right to procure insurance to protect itself against all such hazards. All such insurance shall name the Owner as an additional insured and the Owner shall be entitled to share in the proceeds of any such policy to the extent that Renter is liable to pay Owner any money under this lease. Renter shall supply Owner with a certificate for such insurance policies on demand.
- (5) **HOLD HARMLESS AGREEMENT** – Renter agrees to the fullest extent of law to release, indemnify and hold Owner harmless from and against any claim or expense for any property damage or personal injury, howsoever caused, in connection with the possession, use or operation of the equipment by Renter or any other authorized or unauthorized person.
- (6) **NO ILLEGAL USES** – Renter agrees that it will not use or operate or permit the use or operation of the equipment covered by this lease in violation of any law, rule or regulation of any governmental authority.
- (7) **REPAIRS AND REPLACEMENTS** – Renter agrees that the Owner is not responsible for making any repairs or replacement to the equipment and further agrees to hold the Owner harmless from any claims for such expenses.
- (8) **NO SUBLETTING OR ASSIGNMENTS** – Renter will maintain exclusive dominion and control of the equipment. Renter shall not sublet the equipment or assign this lease without the consent of Owner.
- (9) **RENTER'S LIABILITY FOR OFFICIAL EXPENSES** – Renter agrees to pay all license fees, taxes and tolls arising from Renter's possession, use, and/or operation of the equipment; and Renter agrees to assist Owner in filling out and filing any returns and reports required to be filed and to bear any expense incurred by Owner.
- (10) **RENTER'S OBLIGATION TO INSURE** – Renter agrees to secure and maintain public liability insurance covering the equipment throughout the term of the lease and until redelivery and acceptance of the equipment during normal business hours, which insurance shall name the Owner as an additional insured and shall have limits of at least \$1,000,000 liability coverage and equipment coverage for the full value of the leased equipment. Certificates of such insurance shall be delivered to Owner on demand.
- (11) **RISKS OF LOADING AND UNLOADING** – Renter is liable for and shall pay for all personal injuries or property damage resulting from loading or unloading the equipment.
- (12) **RENTER'S LIABILITY FOR REPAIRS AND SERVICE** – Renter hereby authorizes payment of and shall promptly pay any expenses or charges, or the reasonable value of repairs or service required for any reason whatsoever in connection with moving, towing, transporting and/or securing the equipment covered by this lease. Renter shall reimburse Owner for any such costs and expenses incurred by Owner as additional rent under the terms of this lease.

- (13) **RENTER'S LIABILITY FOR OVERLOADING** – Renter is liable for and shall promptly pay for any and all damages and expenses resulting from overloading the equipment, including but not limited to personal injuries or damage to the equipment, the load or other property, and any fines or penalties resulting there from.
- (14) **RENTER'S LIABILITY FOR SEIZURE OF THE EQUIPMENT** – Renter shall be liable for and shall pay all damages and costs incurred for or by the Owner as a result for seizure or impounding of the equipment, whether said seizure is actual or constructive, including but not limited to any legal process, attachment, or liens upon the equipment covered by this lease.
- (15) **OWNER'S RIGHT TO REPOSSESS** – A default by the Renter under any of the terms or conditions of this lease or under applicable law shall entitle the Owner, in its sole discretion, to take whatever action it deems necessary to secure its property or to protect its interests therein, including but not limited to termination of this lease, repossession and removal of the equipment without notice to the Renter and at the Renter's sole cost and expense. The Owner is hereby authorized to enter upon the Renter's property or the premises where the equipment is located in order to repossess and remove the equipment. The Renter hereby agrees to pay for and hold the Owner harmless from any claims or expenses arising from or occasioned by such repossession or removal. The Renter further agrees to refrain from doing any acts, which might prevent or impede the repossession of the equipment by the Owner or its agent.
- (16) **RENTER'S LIABILITY FOR ATTORNEY'S FEES AND COSTS** – Renter agrees to pay Owner, on demand, any and all attorney's fees, court costs, and costs of collection incurred in connection with the collection of amounts payable by Renter to Owner under any of the provisions of this lease, through an attorney or collection agency, whether collected by suit or otherwise.
- (17) **OWNER'S LIEN** – Owner shall have a lien on Renter's property, stored or transported in the vehicle for all money owed by Renter to Owner under the terms of this lease.
- (18) **RENTER TO RETURN EQUIPMENT** – Renter agrees to return the equipment to Owner at Owner's place of business unless a different place of return is specifically designated by the Owner. Renter shall return the equipment at the time designated and in the same condition it was in when Renter leased it.
- (19) **OWNER'S RIGHT TO INSPECT** – Owner reserves the right to inspect the equipment at any time during the terms of this lease wherever the equipment may be located.
- (20) **TERMINATION** – Owner may terminate this lease at any time on five days notice to Renter.
- (21) **NOTICE** – Owner may give notice as required by sending it by certified mail to Renter at its address stated herein or at Renter's place of business. Owner's receipt of Renter's notice sent by certified mail shall be adequate notice to Owner.
- (22) **NONWAIVER** – THE Owner's failure or refusal to enforce any provision of this lease shall not operate as a waiver of his rights hereunder.
- (23) **ENTIRE AGREEMENT** – Both parties hereto understand and agree that the terms and conditions of the entire rental contract are set forth in this instrument and that the same contains all agreements of the parties. The terms and conditions of this lease may not be altered or changed orally, but only by express written agreement signed by the Owner.
- (24) **PLACEMENT OF TRAILERS** Renter shall be liable for and shall pay for any and all tickets & fines associated with placement of Cassone equipment. Renter assumes full responsibility for placement of equipment. If City, county or state permits are needed renter assumes full responsibility. If unit needs to be moved or relocated there will be a charge –

Please forward a current certificate of insurance, covering your leased Cassone Leasing, Inc. vehicle, which we require for our files. These certificates must contain the following information:

1. Minimum liability coverage: \$1,000,000.00 per Occurrence/ \$1,000,000.00 Aggregate Limit.
2. Cassone Leasing, Inc. is to be named as additional insured.
3. Equipment coverage (all risk) on all leased equipment with \$1,000 maximum deductible, and each unit specifically identified on insurance certificate.
4. Cassone Leasing, Inc. named as loss payee.