

Eaton Office Supply Signature: \_

## **Equipment Loan Agreement**

No.

Customer Name: M		Machine Type:	
		Serial Number:	
		Install Date:	
Eaton Office Supply Co., Inc., Inc., agrees to loan coffee brewing equipment to the customer listed above on the terms set out below:			
1.	$\underline{\text{Loan of Equipment}} \ \underline{\text{EOS agrees to loan certain equipment to the Customer on the following to Office Supply Co., Inc}$	erms. The equipment will remain the sole property of Eaton	
2.	<u>Equipment Covered</u> When EOS loans a specific piece of equipment to the Customer it will girl Customer will sign the document at the time of the equipment's installation. At that time the will follow a similar procedure when EOS removes equipment from the Customer's premises.		
3.	Customer Agreements In return for the loan of the equipment covered by this Agreement the Customer agrees to:  (a) use the equipment solely for brewing, grinding or serving EOS/Green Mountain products  (b) use the equipment in strict compliance with the manufacturer's directions  (c) train and supervise its employees in the proper use of the equipment  (d) clean the equipment and provide it with normal daily maintenance  (e) be responsible for the safekeeping of the equipment at the place of installation; if any of the equipment should be damaged or lost by any cause, including, but not limited to, fire, water, ice, vandalism or theft, the Customer must pay EOS its replacement cost.  (f) allow EOS representatives to enter the Customer's place of business during normal business without prior notice for the purpose of installing, repairing, maintaining, inspecting, or exchanging the equipment.  (g) waive all claims against EOS for personal injury and all other damages from hot beverage spills and indemnify and hold EOS harmless against all third-party claims for such spills, given the inherent dangers in serving hot beverages to the public.		
4.	Customer Purchase Requirements based on equipment on loan.		
	K-Cups/coffee per month for all brewers on loan for a period of months.		
	Agreement Start Date Expiration Da	te	
5.	Length of Loan Period EOS reserves the right to cancel this Agreement if the Customer fails to maintain the minimum of coffee or product purchases. Either party may also cancel this Agreement at any time with 7 days notice to the other party. Promptly after this Agreement is canceled EOS will remove its equipment from Customer's premises. If equipment is not removed within 30 days the customer will be invoiced for the full replacement cost.		
6.	<ul> <li>Miscellaneous</li> <li>(a) The Customer hereby grants EOS a limited power of attorney to execute on the Customer file with the appropriate authorities to evidence its ownership of the equipment.</li> <li>(b) The Customer may not transfer any of the equipment or any of it's rights or obligations u</li> <li>(c) Any unsatisfied obligations of the Customer under this Agreement will survive the Agreer</li> <li>(d) This Agreement is governed by the laws of New York State.</li> <li>(e) The Customer will pay EOS's costs, including its reasonable attorney's fees, incurred in the EOS has the right to have all obligations and other provisions of the Agreement specification.</li> </ul>	nder this Agreement to any person. ment's termination. enforcing this Agreement.	
Cus	Customer Name:		
Customer Contact:			
Phone:			
Customer Signature: D		Date	

Date \_