



Equipment Loan Agreement

No. _____

Customer Name: _____

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. Loan of Equipment EOS agrees to loan certain equipment to the Customer on the following terms. The equipment will remain the sole property of Eaton Office Supply Co., Inc..
2. Equipment Covered When EOS loans a specific piece of equipment to the Customer it will give the Customer a detailed document identifying it. The Customer will sign the document at the time of the equipment's installation. At that time the equipment becomes subject to this Agreement. The parties 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 Date** _____

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. Miscellaneous
 - (a) The Customer hereby grants EOS a limited power of attorney to execute on the Customer's behalf Form UCC-1 Financing Statements which EOS may file with the appropriate authorities to evidence its ownership of the equipment.
 - (b) The Customer may not transfer any of the equipment or any of it's rights or obligations under this Agreement to any person.
 - (c) Any unsatisfied obligations of the Customer under this Agreement will survive the Agreement's termination.
 - (d) This Agreement is governed by the laws of New York State.
 - (e) The Customer will pay EOS's costs, including its reasonable attorney's fees, incurred in enforcing this Agreement.
 - (f) EOS has the right to have all obligations and other provisions of the Agreement specifically performed by the Customer.

Customer Name: _____

Customer Contact: _____

Phone: _____

Customer Signature: _____ Date _____

Eaton Office Supply Signature: _____ Date _____