

Name of Business _____

Account Number _____

Address _____

City _____ ST _____ Zip _____

Commencement Date: _____

1. LEASE AGREEMENT AND TERM

Coca-Cola Refreshments ("CCR") hereby leases to the undersigned ("Customer") all vending equipment provided to Customer ("Equipment"), subject to the terms and conditions set forth in this Vending Equipment Lease ("Lease"). Each piece of Equipment is leased commencing on the date listed above ("Commencement Date"). The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Customer's premises. Either party may cancel this Lease at any time, with 30 days notice to the other party.

2. LEASE RATE FOR THE EQUIPMENT

For 12 months following the commencement date, all the equipment leased to customer will be leased at \$_____, plus applicable state and local sales tax, if any. In following years, each piece of Equipment will be leased at the following rates, plus applicable state and local sales tax, if any:

VPE	Annual Lease Rate
0-39	\$225
40-74	\$150
75-124	\$90
125 and above	\$0

VPE will be based on the Customer's VPE for prior 12 month period ending on the most recent April 30th prior to the commencement date.

VPE stands for Volume per Piece of Equipment. It is the number of cases of bottle/can beverages sold directly by CCR to Customer in a year, divided by the number of pieces of Equipment. A case consists of 24 bottles/cans.

After the first 12 months following the commencement date, CCR may increase or decrease the lease rates set forth above at any time upon 45 days written notice to Customer at the address above.

All payments will be invoiced at the beginning of the applicable lease period. All payments are due as on the date set forth on the invoice. If this Lease is terminated with more than 60 days remaining in any period for which Customer has made an advance lease payment, CCR will refund a pro-rata portion of the lease fees.

3. SIGNING THIS LEASE

By signing below on behalf of Customer the undersigned acknowledge that he or she has the authority to sign on behalf of Customer and has read and understood and agree to be bound by the terms and conditions of this Lease, including the terms and conditions on the back hereof.

Accepted and agreed to this _____ day of _____, 2012

CUSTOMER NAME: _____

Signature: _____

Name: _____

Title: _____

**PLEASE DO NOT SEND CHECK WITH THIS SIGNED LEASE
COCA-COLA REFRESHMENTS WILL SEND INVOICE LATER**

TERMS AND CONDITIONS

1. **CUSTODY AND CARE.** Customer shall, at its expense, keep the Equipment in good condition. Customer hereby guarantees that: (a) no logo, trademark, advertisement or other indication of CCR's ownership of the Equipment shall be obstructed, defaced or removed and no other logo, trademark or advertisement shall be attached to the Equipment; (b) in the event the Equipment contains an illuminated sign, Customer shall keep such sign illuminated at all times; (c) the Equipment shall not be obstructed, moved or removed without the prior consent of CCR; (d) the Equipment shall not be sold, reassigned, loaned, leased, rented to any other party and (e) it will not attach the Equipment or allow the Equipment to be attached in such a manner as to become part of the realty as a fixture or otherwise, and that the Equipment will be maintained the same so that it may be easily removed without damage to buildings or realty. Customer shall allow CCR to enter its premises for the purpose of inspection, replacement or return of the Equipment.
2. **MAINTENANCE AND REPAIR.** Customer may use CCR's service network without charge for up to 2 regular mechanical repair calls per calendar year. Parts required for these free regular mechanical repair calls will also be provided without charge. Charges for regular mechanical repair calls in excess of those available without charge under this program, or for calls resulting in misuse or abuse, will be charged at \$75 per visit, which includes parts. Service charges will be invoiced and are due 30 days after invoicing. Customer's sole recourse against CCR with respect to service provided by CCR or its agents to the Equipment is that CCR will correct any defective workmanship at no additional charge to Customer, provided that CCR is given prompt notification of any defective workmanship.
3. **OWNERSHIP.** CCR is and at all times shall remain the exclusive owner of the Equipment. Customer shall protect CCR's title and keep the Equipment free from all claims, liens and encumbrances. Customer's obligation under this paragraph remains until such time as CCR or CCR's representative picks up equipment. Except in the State of Wisconsin, CCR agrees to supply and deliver all of the products stored in or sold through the Equipment and Customer agrees to store in or sell through the Equipment only products supplied by the CCR. Customer authorizes CCR to execute and file any additional instruments in all jurisdictions where it deems it necessary to perfect and maintain CCR's interest in the Equipment.
4. **DISCLAIMER OF WARRANTIES.** Customer acknowledges that CCR is not the manufacturer of the Equipment. All warranties provided by the manufacturer of the Equipment to CCR shall inure to the benefit of Customer. CCR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS OR PERFORMANCE OF THE EQUIPMENT. Customer accepts no warranties and expressly waives any implied warranties as to the fitness for a particular purpose, merchantability, design, construction, condition, specification or performance of the Equipment.
5. **LIABILITY AND COSTS.** Customer hereby assumes liability for any and all damage to, normal wear and tear excepted, or loss of the Equipment from the time the Equipment is delivered to Customer until returned to/or removed and accepted by CCR. Customer assumes responsibility to report any damage to or loss of Equipment to CCR immediately. Customer shall pay any taxes, licenses, charges or other fees which may be imposed on the sales from the Equipment, upon the Equipment itself or this Lease by any taxing authority.
6. **EXCULPATION.** CCR shall not be liable to Customer for any claims based on or arising out of injury to person or property in any way relating to the installation, maintenance, repair, use or operation of the Equipment, except such claims as might arise solely out of CCR's gross negligence and willful misconduct. In no event and under no circumstances shall CCR be liable to Customer for any claims based upon or arising out of lost profits or prospective profits, loss of product, or consequential, special or incidental damages in any way relating to the installation, maintenance, repair, use or operation of the Equipment.
7. **INDEMNITY.** Customer shall indemnify and hold CCR harmless from all losses, damages and expenses, including attorney's fees resulting from any and all claims, demands or rights of action that may be asserted at any time against CCR which are caused by or result from Customer's negligent actions, inactions, or Customer's willful misconduct, in the installation, maintenance, repair, use or operation of the Equipment. Customer represents and warrants that electric service on the property is proper and adequate for the installation of Equipment, and Customer agrees to indemnify and hold harmless CCR from any damages arising out of defective electrical services.
8. **TERMINATION FOR CAUSE.** CCR may terminate this Lease upon the occurrence of any of the following events of default: (a) Customer fails to make any lease payment within 5 days after lease payment is due; (b) the Equipment is moved from the location(s) at which it is provided; (c) Customer transfers, lends, subleases, or encumbers the Equipment or attempts to do so; (d) the Equipment is levied, seized, or attached, whether by operation of law or otherwise; (e) Customer fails to perform or comply with any one or more terms, conditions, or provisions other than the lease payment, and such failure continues for a period of 10 days after notification to Customer at the address above by CCR; or (f) Customer is adjudicated insolvent by any court or tribunal or files voluntary petition in bankruptcy or enters into an arrangement with its creditors. In the event of default, CCR shall have the immediate right to exercise any one or more of the following remedies: (w) to terminate the Lease; (x) to declare the entire lease amount immediately due and payable, without notice to or demand of Customer; (y) to take possession of any or all Equipment without demand or notice wherever the same may be located, without any court order or other process of law; or (z) to pursue any other remedy at law or in equity. If the Equipment is not made accessible by Customer, then Customer shall pay all costs and expenses relating to the removal of the Equipment. All rights and remedies provided herein may be exercised exclusively, concurrently or cumulatively with any other right or remedy hereunder, or as otherwise provided by law.
9. **MISCELLANEOUS.** This Lease shall not be transferred, subleased, or assigned in whole or in part by Customer without the prior written consent of CCR. This constitutes the entire Lease between the parties and may be amended only in a writing signed by both parties. No modification or waiver shall be enforceable unless in writing and signed by the party against whom enforcement is sought. CCR shall be entitled to recover from Customer its reasonable attorneys' fees incurred in enforcing this Lease. The terms and conditions to this Lease are intended to be severable, such that, if any term or condition is held to be invalid or unenforceable, in whole or in part, by any court, such term or condition shall be rendered ineffective only before such court, and only to the extent of such invalidity or unenforceability, without in any manner affecting the validity or enforceability of the remaining terms and conditions.