



# **AGREEMENT FOR USE OF DISPENSING EQUIPMENT**

Customer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Effective Date:* \_\_\_\_\_

*Expiration Date:* \_\_\_\_\_

This Agreement specifies the terms under which IBS will provide and the customer identified above (the "Customer") will use certain equipment owned by IBS, that is being provided to Customer at no charge, for use in dispensing produce bags supplied by IBS.

This equipment currently covered by this Agreement (the "Equipment") is as follows:

## **Dispensers**

Equipment may be added to or removed from this Agreement from time to time, upon the mutual agreement of the parties, which may be documented by separate letter.

- I. IBS hereby gives Customer the right to use the Equipment for a minimum period of two (2) calendar years, until terminated as provided below, in consideration of and for the purpose of accommodating the dispensing of produce bags supplied by IBS. Customer agrees that it will use the Equipment only for the dispensing of produce bags supplied by IBS.
- II. IBS shall provide the Equipment to the Customer at the Customer's premises at Address (the "Premises"). Customer shall maintain the Equipment in good working order, with IBS providing replacement parts at IBS expense as needed, due to normal wear and tear during the term of the Agreement. Customer may not make alterations to or remove the Equipment from the premises, without IBS prior written permission. Neither this Agreement nor possession of the Equipment may be assigned or transferred by Customer.
- III. IBS makes no warranties, express or implied, in connection with its provision of the Equipment. **WITHOUT LIMITING THE FOREGOING SENTENCE, IBS MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** Customer also agrees, regardless of cause, not to assert any claim against IBS, whether for direct, indirect, special, incidental or consequential damages or otherwise, arising out of its use of the Equipment.
- IV. Customer agrees that it will indemnify, defend and save IBS harmless from and against any and all loss, liability, cost and expense (including reasonable attorneys' fees) arising out of Customer's possession, operation or use of the equipment.
- V. Customer acknowledges that the Equipment is and shall remain the property of IBS throughout the term of this Agreement. IBS shall have the right to place a label on the Equipment to that effect, and if it does so, Customer shall not remove or cover such label. Customer shall allow IBS personnel to enter the Premises during normal working hours, to inspect the Equipment. Customer

will sign and deliver to IBS any other documentation requested by IBS, evidencing IBS ownership of the Equipment.

VI. Either Customer or IBS may terminate this Agreement at any time after 2 calendar years, effective immediately upon notice to the other party. Upon termination, Customer shall promptly make the Equipment available to IBS for removal.

VII. **STANDARD RACK ALLOTMENT:** The number of Equipment sent to the Customer is limited to the following number during the Agreement period.

# \_\_\_\_\_

VIII. Customer agrees to provide Store and Address listing for Rack Allotment records.

IBS: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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