

Water, Coffee, Beverage & Equipment Agreement and Terms

Le Bleu - Fayetteville, NC
565 Assembly Court
Fayetteville, NC 28306
919.239.8000

Le Bleu - Raleigh, NC
3208 Wellington Ct. Ste 107
Raleigh, NC 27615
919.239.8000

Le Bleu - Wilson, NC
3010 Meteor Drive
Wilson, NC 27893
252.243.2115

Le Bleu - Edenton, NC
162B Old Hertford Rd,
Edenton, NC 27932
252.243.2115

Local Office: _____
Customer #: _____

CUSTOMER INFORMATION:

Company / Individual: _____

Email Address: _____
(By providing your email address, you are giving prior express consent to contact you via email.)

Owner's Name: _____

Contact/Landlord Name: _____

Social Security #: ____ - ____ - ____

Federal ID#: _____

Delivery Address: _____

Bill To Address: _____

City/State/Zip: _____

City/State/Zip: _____

Phone: _____ Mobile: _____
(By providing a wireless or land-line number, you are giving prior express consent to call that number.)

County: _____

Mastercard Visa American Express Discover Set-up Only Monthly Draft

Credit Card # _____ Exp. Date: _____ Code: _____ Signature: _____

Description of Equipment:

Serial #1: _____

Serial #2: _____

Serial #3: _____

Attach additional Serial #'s if needed.

Number of 5-Gallon Bottles: _____

ID/Model: _____

ID/Model: _____

ID/Model: _____

Number of Carafes: _____

Payments and Terms - The Parties Agree That:

- A. For the use of each water cooler, Customer agrees to pay rent in the amount of \$_____ per month plus applicable taxes. For the use of each coffee brewer, Customer agrees to pay rent in the amount of \$_____ per month plus applicable taxes.
- B. Equipment shall not be moved from the original address of installation without written consent of Le Bleu Central. Only Le Bleu water is to be used with any & all equipment provided by Le Bleu. All coffee and condiments for the coffee service must be purchased from Le Bleu.
- C. Customer authorizes Le Bleu to enter any premises at all reasonable times where the water cooler, coffee brewer or bottle is located for service work, installation or removal of equipment if necessary. Customer is responsible for unplugging the water cooler or coffee brewer when the reservoir is low to prevent damage to the cooler's condenser. The water cooler, coffee brewer or bottle shall not be deemed affixed or attached to Customer's real estate & shall remain Le Bleu's property.
- D. 5-Gallon bottles are the sole property of Le Bleu Central. In the event that a 5-Gallon bottle is returned in unsatisfactory condition, the Customer will be assessed a \$7.00 fee for any bottles returned to Le Bleu in an unsatisfactory condition. If any bottles delivered to the Customer are not returned upon cancellation, a \$7.00 fee per bottle will be assessed. Customer agrees not to use bottles for any purpose other than storage of Le Bleu Water. Le Bleu will not refund the customer for full bottles of water.
- E. If additional 5-gallon bottles are required during your service agreement, a \$7.00 bottle deposit will be charged for each additional bottle. The refund for these deposits must be requested in writing.
- F. **Customer assumes full liability for loss, damage or destruction to any of the equipment, water cooler, coffee brewer or bottle (reasonable wear and tear expected) or any injury to any person or damage to any property caused by or in connection to any of the equipment, water cooler, coffee brewer, bottle or delivery while on the Customer's premises.**
- G. Upon termination of this agreement, Customer shall peaceably surrender all equipment and bottles to Le Bleu and is responsible for returning the equipment and bottles to Le Bleu at Customer's expense and in an undamaged condition. Customer agrees to pay Le Bleu if Customer fails to surrender or damages such equipment and product the fair market value (minimum \$200) of the property as reasonably determined at the sole discretion of Le Bleu who shall have the right to charge the Customer's credit card or account.
- H. **Lost or Stolen Equipment:** Under this Agreement, Customer agrees to pay Le Bleu for any lost, stolen or damaged equipment for the fair market value as reasonably determined at the sole discretion of Le Bleu who shall have right to charge the Customer's credit card or account.
- I. It is the Customer's responsibility to clean and sanitize water cooler or coffee brewer periodically. Instructions for cleaning and sanitizing water cooler are provided on back of this Agreement.
- J. The Customer agrees to pay Le Bleu the cost of collecting any amount owed or enforcing any right hereunder, including reasonable attorney's fees, court costs, and collection agency fees. Past due accounts will be sent to Collections. Past due accounts are assessed penalty fees which will appear on your monthly statement. By providing a wireless/land line number, you are giving prior express consent to call that number.
- K. This agreement shall become effective upon the date of execution and shall remain in full force and effect until terminated by thirty (30) days advance written notice from one party to the other.
- F. Customer authorizes Le Bleu beverage trucks and employees to enter customer property and delivery areas via driveway during reasonable delivery times.

This agreement entered into this the ____ day of _____, 20 ____

Customer Printed Name: _____ Le Bleu Central Printed Name: _____

Customer Signature: _____ Le Bleu Central Signature: _____