



## Water, Coffee, Beverage & Equipment Agreement and Terms

RALEIGH and FAYETTEVILLE, NC and RICHMOND, VA: (919) 239-8000  
WILSON and EDENTON, NC: (252) 243-2115  
JACKSONVILLE and WILMINGTON, NC: (910) 347-6006  
OUTER BANKS, NC and HAMPTON ROADS, VA: (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. 3-Gallon and 5-Gallon bottles are the sole property of Le Bleu Central. In the event that a 3-Gallon or 5-Gallon bottle is returned in unsatisfactory condition, the Customer will be assessed a \$10.00 fee (5-Gallon) or \$8.00 fee (3-Gallon) for any bottles returned to Le Bleu in an unsatisfactory condition. If any bottles delivered to the Customer are not returned upon cancellation, a \$10.00 fee (5-Gallon) or \$8.00 (3-Gallon) 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. 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.
- F. 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, up to \$400) 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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: \_\_\_\_\_