

INFUSION EQUIPMENT RENTAL LLC ®

70 MERCER AVENUE
WHEATLAND PA. 16161

PROOF OF EQUIPMENT PLACEMENT

This Agreement, between INFUSION EQUIPMENT RENTAL LLC® (**IER**) and _____

NAME

TITLE

of _____

BUSINESS NAME AND ADDRESS

CONTACT PHONE NUMBER

specifies the location, terms, and conditions upon which **IER** will provide and the Business will accept and offer retrofitted rosin presses for public use for a fee, and the manner in which the Business and **IER** will share profits from the public use of said rosin presses. **IER** is an LLC that is prepared to provide the Business with, and maintain insured rosin presses, retrofitted with custom rolling road cases to be safely and easily transported (to be referred to as Unit, jointly referred to as Units) at no cost to the Business.

The Business is an Establishment or Organization that wishes to provide it's customers or clientele access to use of at least 1 Unit for a fee via pickup - dropoff during regular operating hours (to be referred to as Party, jointly referred to as Parties).

NOW THEREFORE, **IER** and Parties agree as follows:

1. Trial Period:

- A. Parties hereby grant **IER** permission to place 1 Unit on said Parties premises for a Trial Period, allowing both **IER** and said Party to determine the compatibility and profitability of providing it's clientele access to the use of **IER's** Units for a fee.
- B. Said Trial Period shall begin on the date Unit is ready for use by the Parties clientele, and shall continue for 6 Months.
- C. During the 6 Month Trial Period all Parties shall receive 20% of profits generated by the Unit they house.

2. IER agrees to:

- A. the delivery of any / all Units via shipping paid for at the expense of **IER** or delivery by an **IER** representative
- B. the payment of all applicable profit divisions to Parties on a Monthly (30 days) basis. To begin on the 5th day of the first month no less than 30 days from the date Unit is ready for use by the Parties clientele
- C. timely hardware repair or replacement, following the Party's notice that such is required (via email, phone)
- D. the timely handling of any and all purchase disputes or refunds (via FWA)

3. Participating Parties agree to:

- A. demonstrate an active interest in the safety and longevity of the Units provided by **IER** during both the Trial Period and an additional period of time that the Unit / Units are on said Parties premises, while Unit is at said location it is to be considered part of the stores inventory and should be treated as such
- B. provide space for at least 1 Unit on the sales floor visible to staff for reasonable surveillance / observation of the Unit / Units (placement of the unit is at the stores discretion, **IER** is not responsible for damage caused by the units placement in the store
- D. keep Unit / Units clean, in the event a unit is returned in need of cleaning a \$20 cleaning fee is charged to the customer following the Party's notice to **IER** that such was required (via email), with pictures and rental number, (said cleaning fee is to be paid in full to the Parties, and is to be included with the following profit share payment)
- E. while on your premises; confront and / or immediately report to Authorities any purposeful destruction, misuse, or theft (all theft or purposeful damage / misuse resulting in hardware repair or replacement must be immediately reported to state or county authorities, followed by immediate notification of **IER** via phone or email) a copy of a police / fire report is required
- F. keep shipping crate to reuse at the time of removal (replacement at Parties expense)

4. Income / Profit Sharing:

- A. Profits consist of money earned in online transactions that are processed through the FWA platform and are only applicable to Units picked up and dropped off at each parties individual establishments
- B. **IER** shall pay to the Parties 20% of profits earned on Units on a Monthly (30 days) basis during the 6 Month Trial Period
- C. Payments are To begin on the 5th day of the month no less than 30 days from the date Unit is ready for use by the Parties clientele and continue on every 5th day of the month there after so long as the Parties continue to house a Unit
- D. Parties with a 2 year Agreement shall continue to receive 20% of profits generated by the Units they house, to begin on the day

of **IER's** receipt of 2 year Agreement commitment (via email or mail)

E. After the 6 Month Trial Period ends Parties that agree to a Month To Month commitment shall continue to receive 10% of profits so long as they house a unit

5. Agreement Options:

A. At the conclusion of the 6 Month Trial Period, said Party, hereby agrees to continue the Agreement for an extended period of time, given no objections by either the Party or **IER** . Parties have the option of enrolling in a 2 year Agreement (section 5 - C), to begin immediately following the 6 Month Trial Period, after **IER** acknowledges receipt of written request (via letter or email). Failure to do so will automatically initiate a Month to Month Agreement.

B. **Month to Month:** To begin immediately after 6 Month Trial Period. **IER** and said Parties are expected to maintain and fulfill all Agreement arrangements while **IER 's** equipment is in said Parties possession.

C. **2 Years:** For a period of Two Years (To begin immediately after 6 Month Trial Period) both **IER** and said Parties are expected to maintain and fulfill Agreement arrangements.

6. Exclusivity and Non-Compete Clause:

A. Parties hereby grant **IER** Exclusivity. Meaning, no other personal infusion or extraction devices may be set up for public rent while **IER's** equipment is in said Parties possession.

B. Exclusivity is to continue for a period of no less than 60 Days after the removal date of all **KG's** Units.

C. This Agreement shall be effective from the date as of which Parties have affixed their signatures to this Agreement (hereinafter, "the effective date of this Agreement").

D. If either a Party or **IER** breaches or fails to perform according to the provisions of this Agreement, the Body in breach shall pay the reasonable attorney's fees and costs of the Body successfully seeking performance and enforcement.

7. Cancellation Policies:

A. Both **IER** and Parties may terminate this Agreement at any time.

B. **IER** Units delivered by representatives will be collected by representatives within 7 days of **IER's** acknowledgement of receipt of written removal request (via letter or email).

C. Parties housing **IER** Units delivered by mail will be emailed a Shipping Label within 72 hrs. of **IER's** acknowledgement of receipt of written removal request (via letter or email).

D. Parties will have Units ready for mail carrier pickup(in original shipping crate) no more than 24 hrs after receiving packing slip

E. Parties, will remain responsible for **IER** Units while **IER** Units are in said Parties possession for a period of no more than 10 days from the date **IER** acknowledges written removal request was received (via letter or email).

F. Parties with multiple Units can request the removal of specific Units without removal of all Units.

G. In the event a Party decides to remove all Units, any remaining Profit Sharing funds to be paid by **IER** will be mailed in no more than 10 days after **IER** has taken possession of all **IER** Units

8. Miscellaneous Provisions:

A. This Agreement shall be governed by the laws of the Commonwealth Of Pennsylvania.

B. Any waiver of any breach or default under this Agreement shall not be deemed a waiver of any subsequent breach or default.

C. Should any portion, or portions, of this Agreement be found or declared unenforceable or void by any court or competent tribunal for any reason, the remaining portions shall be severable, and fully enforceable as if no such finding of unenforceability had issued, provided that the mutual releases must survive any such finding of unenforceability.

D. This Agreement contains the entire understanding of the Parties and they shall not be bound by any representations, warranties, promises, covenants or understandings other than those set forth in this Agreement.

E. At any time, by mutual consent, either the Party or **IER** may amend or modify the Agreement terms (in writing and signed by both the Party and **IER**).

_____ / _____ / _____ / _____

PRINT NAME

TITLE

SIGNATURE

DATE