

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 infusion and extraction equipment for public use for a fee, and the manner in which the Business and IER will share profits from the public use of said infusion and extraction equipment. IER is an LLC that is prepared to provide the Business with, and maintain, infusion and extraction equipment, retrofitted with 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 its customers or clientele access to IER's Units for a fee via pickup - dropoff during regular operating hours, at their establishment (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 Units on said Party's premises for a Trial Period, allowing both IER and said Party to determine the compatibility and profitability of providing its clientele access to the use of Units for a fee.
- B. Said Trial Period shall begin on the date Units are ready for use by the Party's clientele, and shall continue for 6 Months.
- C. During the 6 Month Trial Period Parties shall receive 15% of profits generated by the Units 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 day) basis. To begin on the 5th day of the first Month. No less than 30 days from the date Units are ready for use by the Party's clientele.
- C. The timely hardware repair or replacement, following the Party's Immediate notice that such is required (via RNTR, email, phone).
- D. The timely handling of any and all transaction disputes or refunds (via RNTR).

3. 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 any additional period of time that the Units are on said Party's premises. While Units are on said Party's premises, they are to be considered part of the store's inventory and should be treated as such.
- B. Provide space for at least 1 of each Unit on the sales floor visible to staff for reasonable surveillance / observation of the Units. (Placement of Units is at the Parties discretion, IER is not responsible for damage caused by the placement of Units in the store).
- D. Keep Units clean. In the event a Unit is returned in need of cleaning, a \$100 cleaning fee is charged to the Customer following the Parties **Immediate** notice to IER that such is required (**via RNTR AT CHECK-IN**). 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 Party's 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 Local 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 Party's expense).

4. Income / Profit Sharing:

- A. Profits consist of money earned in online transactions that are processed through the RNTR platform and are only applicable to Units picked up and dropped off at each Party's individual location.
- B. IER shall pay to Parties 15% 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 Units are ready for use by the Party's clientele and continue on every 5th day of the month there after so long as the Parties continue to house Units.
- D. Parties with a 2 year Commitment shall continue to receive 15% of profits generated by the Units they house, to begin on the day of IER's receipt of a 2 year Commitment Agreement (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 Units.

5. Agreement Options:

- A. At the conclusion of the 6 Month Trial Period, said Parties, hereby agree 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 Units are in said Party's possession.
- C. **2 Years:** For a period of Two Years (to begin only after receiving written notification by said Parties) 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 use while Units are in said Party's possession.
- B. Exclusivity is to continue for a period of no less than 60 Days after the removal date of all Units by IER.
- 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 (**With No Penalties**).
- B. 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 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 shipping crate) no more than 24 hrs after receiving packing slip.
- E. Parties, will remain responsible for Units while Units are in said Party's 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 Units.

8. Miscellaneous Provisions:

- A. Any waiver of any breach or default under this Agreement shall not be deemed a waiver of any subsequent breach or default.
- B. 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.
- C. 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.
- D. At any time, by mutual consent, either the Party / Parties or IER may amend or modify the Agreement terms (in writing and signed by both the Party and IER).

PRINT NAME

/

TITLE

/

SIGNATURE

/

DATE