



2010 Valley Popcorn Company Rental Agreement

6172 Dixie Road, Neenah, WI, 54956, Phone (920) 722-CORN (2676) Fax (920) 232-1630

Customer ID: _____
 Contact: _____
 Company: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____
 Cell: _____
 Email: _____
 Fax: _____

Start Date: _____ Time of Day: _____

End Date: _____ Time of Day: _____

Pickup OR Delivery

Quote/Invoice #: _____

Security Deposit: \$ _____ Order# _____

Security Deposit Paid: _____ VPC Initial: _____

Cardholder's Name: _____

CC #: _____

Exp.: _____ / _____ 3-Digit Code: _____

Machine/Model	Serial # (VPC outgoing entry)	Machine Value	Rental Fee (\$)
Product Item #	Product Description	Qty	Unit Price
Accessories: Popcorn scoop; SnoCone Ladle, Scoop; Cotc bowl, net, clip; Nacho nozzle		Out	In
Total:			

Date: _____
 Customer Signature: _____

Valley Popcorn Signature: _____

Delivery Fee	
Pickup Fee	
Cleaning (per unit) \$25.00	
Late Fee (per unit) \$25/day	
Restocking Fee 15%	
Cancellation Fee 50%	
Other Charges	

RENTAL TERMS AND CONDITIONS

Rental Equipment Reservations & Pick up- Please call at least two weeks in advance for rental reservations to guarantee availability of machines. Weekend rentals are to be picked up by the customer no later than 3 pm on the Friday of the rental and returned no later than 9 am on the Monday thereafter. All equipment can be delivered, but delivery is NOT included. VPC will provide this service, however there will be an additional charge. Charges may be higher for some locations. There is a time/labor charge for equipment upgrades, off- hour time, and off premise negligent repair.

Responsibility for Equipment- You acknowledge that prior to taking the rental item(s), you examined it and are aware of its condition. It is your responsibility to return the rented item(s) to VPC in the same condition. From the time the item(s) is rented out until it is returned, you are responsible for it. If the item(s) is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges, including labor costs, item replacement costs and/or item repair costs. There is a \$25 cleaning charge per item(s) if item(s) is returned unclean. Cleaning instructions will be given according to the item(s) at time of pick up.

Use of the Item(s)- You agree that you are satisfied with the instruction given by VPC and understand how to use the item(s) safely. You further agree that the item(s) will be used only at the address designated and only for the purpose for which the item(s) was manufactured and intended. Subleasing or improper use is prohibited. You are responsible for the use of the rented item(s). You assume all risk inherent in the operation and use of the item(s) and agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold VPC harmless from any and all claims for damage to property or bodily injury (including death) resulting from the use, operation or possession of the item(s). You agree that no warranties, expressed or implied, including merchantability or fitness for a particular purpose have been made in connection with the equipment rented.

Item(s) Failure- You agree immediately to discontinue the attempt to use the rented item(s) should it at any time become unsafe or in a state of disrepair, and will immediately notify VPC of the fact. VPC agrees in its discretion to make the item(s) operable within a reasonable time, or provide you with a like item if available, or make a like item available at another time, or adjust the rental charges. This provision does not relieve you from the obligations imposed by other paragraphs. VPC shall not be responsible for any injury or damage, including consequential damages, resulting from failure or defect of a rented item(s).

Return of Items- The rented item(s) is VPC's property and is rented to you subject to this contract for rental charges and for the period of time noted on the reverse side. At that time any UNOPENED cases of product (cheese, chips, & perishable products excluded) can be returned for credit towards your rental, less a 15% restocking fee. Any rental equipment returned after due date will be subject to a \$25 late fee. If you desire to extend the term of this rental beyond the time specified, you must immediately notify VPC to obtain our approval and the terms for such an extension. If this agreement has not been extended and you fail to return the item(s) when due in; VPC may retake the item(s) at anytime and may enter your property and you hereby waive any right of action against VPC for such entry and retaking. VPC, in addition to any other action we may take, may notify the authorities and take other action, including the filing of criminal complaints, subjecting you to prosecution.

Costs and Cancellations- The full amount of the rental fees is due at time of pick up in the form of a deposit. You are responsible for rental charges from the time the item(s) is out until it is returned, and other charges hereunder. Return the item(s) promptly, clean and in good condition. You and your representative, agent, or principal shall be responsible for and shall pay VPC all charges hereunder. Due to the high demands for rental equipment, cancellations must be made at least 72 hours in advance of rental date. Cancellations made at least 48 hours prior to the rental date will be charged 25% of the total equipment rental cost for one day. Cancellations made within 24 hours of the rental date will be charged 50% of the total equipment rental cost for one day. Rental reservations not cancelled prior to rental date will be charged the total equipment rental cost for one day. Credit card number must be on file.

Prices and terms are subject to change without notice.

I agree to the terms and conditions of this contract and have a clear understanding of the equipment, use of, sanitation and cleanliness of the equipment, the return policy, damage incidents, accessory cost and return, deposits, timeliness, rental fees and conditions.

Renter assumes all risks and liabilities which may result from the use of any material, whether used independently or in combination with other products. Valley Popcorn Company, Inc. will not accept any liability or claims for labor, loss of profit, repairs or other expenses incident to rental. Valley Popcorn Company, Inc. neither assumes nor authorizes any representative of Valley Popcorn Company, Inc. or any other person to assume for it any other liabilities in connection with the rental or use of these machines.

Customer Signature: _____ Date: _____