



Valley Popcorn Company, Inc.

A Pop of Difference

Beginning Date: _____

Ending Date: _____

Placement Program Agreement

Contract Type: _____ Loan Program _____ Supply Account

Option 1

Per month minimum usage includes stainless steel commercial grade equipment.

Maintenance is included. Kettle swap fee \$7.50

Cost of Product Per Month Usage

# of cases per month	Goldrush 6 oz Price/cs	T-2000 8 oz Price/cs	T-3000 12 oz Price/cs	Minimum Usage Charge	Optional Equipment
0	\$ -	\$ -	\$ -	\$ 100.00	
1	\$ 46.95	\$ 53.95	\$ 61.95	\$ 50.00	
2	\$ 41.95	\$ 48.95	\$ 56.95	N/C	
3	\$ 39.95	\$ 46.95	\$ 51.95	N/C	
4	\$ 36.95	\$ 43.95	\$ 46.95	N/C	
5	\$ 33.95	\$ 40.95	\$ 43.95	N/C	
6	\$ 29.95	\$ 36.95	\$ 39.95	N/C	
7+	\$ 27.95	\$ 34.95	\$ 36.95	N/C	

Add \$5.00 per case when wagon base is included.

Option 2

Equipment Buy-Outs Available!

Business Name _____

Contact (1) _____ (2) _____

Delivery Address _____

Phone Number _____ Fax Number _____

Billing Address _____

Email Address _____

Please refer to the reverse side for the terms and conditions of this contract.

Discounts Available With Additional Items Contracted!

NOTES: _____

Customer Signature _____ VPC Approval _____

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

Info@valleypopcorn.com www.valleypopcorn.com

(Access off Breezewood Ln, or Hwy 76/41 interchange. Use west frontage road to Hwy GG then east)

TERMS AND CONDITIONS

Valley Popcorn Company, hereafter referred to as "VPC" will provide, deliver, and service equipment to Customers on the terms and conditions specified in the contract. "Equipment" is herein defined as any item set forth on the front page hereof under the caption "Equipment".

This contract shall become effective upon execution. Rental charges commence on the date equipment is installed. This contract shall continue for the period of _____ from the date specified of execution.

All invoices are payable upon presentation and a late fee of 1.5% per month of the maximum allowed by law, if less than 1.5% per month, may be added to overdue payments. Customer agrees to pay according to VPC payment terms.

All equipment furnished under this contract shall remain the property of VPC. Customer agrees not to allow the equipment to be removed, sold, repaired, leased, mortgaged, pledged or encumbered without prior written consent of VPC.

Customer agrees to provide normal care and maintenance to keep the equipment in good working condition and to notify VPC promptly of mechanical malfunctions.

Customer agrees to pay for damage to the equipment during the term of the contract, normal wear and tear excepted, and pay VPC the replacement cost of equipment if lost, stolen, destroyed, or otherwise not returned for any reason. Said replacement cost shall be the amount shown on the front page hereof under the caption "Value".

Customer agrees not to make alterations or attachments to the equipment and to obtain the written consent of VPC before moving the equipment to any other location.

Customer agrees to purchase from VPC all products as described in this contract or attachments. The Customer may at any time choose to purchase equipment at an agreed price between the two parties.

Customer agrees to provide the utilities necessary for the operation of the equipment on any ongoing basis including proper receptacles and other hookups within the close proximity of the location of the equipment.

Customer specifically releases VPC from any responsibility for consequential, incidental or specific damages of any type resulting from the installation, operations, or maintenance of the equipment and/or the consumption or use of any other product provided by VPC in conjunction with this agreement.

VPC shall have access to the Customer's premises between 8:00 am and 5:00 pm daily for equipment service, repair, or removal.

Customer shall pay VPC's cost of collecting any amount of enforcing any rights hereunder, including reasonable attorney's fees.

This contract is automatically renewable unless either party terminates 30 days before expiration date.

LOAN PROGRAM

In the event the box marked "Loan Program" is checked the following provisions are applicable:

VPC shall provide Customer at no charge, the equipment indicated on the front page hereof under the caption "Equipment". VPC shall retain the title to the equipment and Customer shall at all times protect VPC's right and title to the equipment and interest in said equipment. This shall be considered a bailment of the equipment for the benefit of the Customer.

Customer shall be obligated to purchase from VPC a minimum number of products every month as indicated on the front page hereof under "Loan Program".

Customer agrees to pay a rental fee of \$25.00 per day plus tax when products not purchased from VPC are used in the equipment. If, in the event VPC discovers the use of foreign products, VPC has the right to remove and confiscate said product.

If during any one-month period the Customer does not purchase the specified minimum, the Customer shall pay VPC's service charge then in effect for the type of equipment provided Customer as indicated on the front page hereof.