



Freezer Usage Agreement

SW Ice Cream, LLC herein after referred as "Distributor" with offices in Albuquerque, NM hereby agrees to loan the undersigned, hereinafter referred to as "Account", the Freezer Equipment listed below. In consideration for being permitted usage of said equipment, Account has agreed to the following terms and conditions:

1. **The Equipment will remain property of SW Ice Cream LLC.**
 - Account Agrees, that equipment shall not be sold, relocated, encumbered, loaned, leased, or delivered to any other person.
2. **The Equipment is designed and intended for the storage, display, and sale of brands of ice cream and frozen novelty products distributed by SW Ice Cream LLC and for no other purpose.**
3. **It is understood that continued loan of the Equipment is at the sole discretion of Distributor.**
 - Within ten (10) working days of any demand by Distributor for any reason for return of the Equipment, it shall be returned. If Equipment is not returned to Distributor within the ten (10) days for any reason, this Agreement shall be deemed breached and in such event, Account agrees to pay to Distributor \$100 per month until Equipment is returned. Account agrees further to reimburse the Distributor for the replacement value of the Equipment that is lost, stolen, or damaged beyond reasonable wear and tear. The parties agree that what constitutes the replacement value of unit Equipment will be current market value.
4. **Equipment requires a dedicated 115-volt power supply of 15 amps.**
 - Account shall be responsible for damage to product or Equipment resulting from the negligence of Account, its employees, its customers, or from inadequate power supply due to unplugging Equipment or power outages.
5. **Equipment shall be maintained in a clean and sanitary manner.**
 - Account shall not deface the Equipment or remove or destroy serial or other identification numbers or permit other to do so. Account assumes liability for any loss or damage to Equipment other than that resulting from normal wear and tear, and in such event agrees to pay current replacement value as indicated in section three (3).
6. **SERVICE OF EQUIPMENT.**
 - QUESTIONS CONCERNING THE EQUIPMENT, REPAIRS OR REQUESTS FOR REMOVAL OF EQUIPMENT SHALL BE MADE TO DISTRIBUTOR OR ITS DESIGNATED REPRESENTATIVE AT 1-505-344-8900 OR SUCH OTHER SERVICE NUMBER AND DISTRIBUTOR SHALL DESIGNATE FROM TIME TO TIME. DISTRIBUTOR SHALL BE RESPONSIBLE FOR "MAINTENANCE" RESULTING FROM MECHANICAL FAILURE.
7. **Change of Ownership.** Account must promptly notify Distributor in the event of a change in Accounts ownership.
8. **Venue.** In the event of dispute, the parties will be subject to the jurisdiction of the courts of the State of New Mexico, regardless of their residence.
9. **Choice of Law.** This agreement shall be governed by the laws of the State of New Mexico.
10. **Attorneys' Fees and Costs.**
 - In the event of any dispute arising from this agreement, the prevailing party shall be entitled to an award of all attorney's fees and cost incurred

Account Name _____

Business Address _____

City _____ State _____ Zip _____

Phone No. _____ Email _____

CRSM _____

Signature _____ Date _____

Print Name and Title _____

Owner/Manager Name _____

Owner/Manager Home Address _____

City _____ State _____ Zip _____

Distributor: SW Ice Cream LLC

SW Ice Cream LLC Representative Signature _____ Date _____

Size	Freezer No.	Serial No.