

**LEASE AGREEMENT**

Aqua Solutions Warewashing and Water Treatment, Inc. ("Lessor"), hereby enters into this agreement with:

\_\_\_\_\_

1. Lessee agrees to the following payment terms:  
\_\_\_\_\_ Deposite due at time of signing of lease agreement. First and last month is required
2. The equipment covered shall be an American Dish Service (ADS) Model(s) \_\_\_\_\_ Serial # \_\_\_\_\_
3. The equipment described above shall be located at the following address and phone number: \_\_\_\_\_  
\_\_\_\_\_
4. Lessee is a:  **Sole Proprietorship**  **Partnership**  **Corperation**, which represents to Lessor that it  **Is**  **Is Not** the owner of the premises at which the equipment will be installed.
5. This agreement is to continue for months from the date the equipment is installed, for a period \_\_\_\_\_ years and shall automatically renew form year to year thereafter on the terms and provisions thereof, unless either party gives written notice of its intention to terminate atleast sixty (60) days prior to the expiration date of the then-current terms.

**TERMS AND PROVISIONS**

1. Upon delivery, Lessee agrees to execute Lessors standard form of delivery receipt. Lessee will, at its own expense (a) provide the space, electrical outlet, water-out line and drain to accommodate the installation of the equipment and obtain all permits necessary for the installation and operation of the equipment, and (b) install, or cause to be installed, the equipment within fifteen (15) day after it is delivered.
2. The Service that will be provided by the lessor consists of (a) parts and service as necessary to maintain the equipment in satisfactory working condition. The Lessor will not be responsible for problems created by lack of hot water, lack , poor performing drains, abuse of equipment or failure to perform minimum cleaning requirements on the equipment. All services to be provided by Lessor under this Agreement may be provided by an authorized representative of the Lessor.
3. Title to the equipment shall remain with and the equipment shall be the sole property of Aqua Solutions Warewashing & Water Treatment, Inc.
4. Purchase of Cleaning Solutions. In order to insure the proper and effective operation of the equipment, Lessee shall only use solutions, chemicals and cleaning agents approved and sold by

Lessor (or Owner). The minimum required purchase each month is \_\_\_\_\_ Payment terms shall be set forth in each invoice monthly. The amount for the purchase of cleaning solutions is in addition to the equipment lease payments set forth in paragraph 1. In the event that Lessor determines that Lessee has violated this process and purchased/used solutions, chemicals and cleaning agents in the equipment from other sources, or the minimum required purchase has not been made, or both, Lessor with invoice Lessee for the full amount of the minimum required monthly purchase, which shall be paid immediately by Lessee. Additionally, Lessee may increase the lease amount at its discretion up to an amount equal to twice the base monthly lease payment.

5. Lessee's rights under this (a) upon expiration of the initial or renewal term, or (b) in the event of a default by Lessee in the performance of any of its promises contained herein, or (c) if Lessee is a voluntary or involuntary party to any proceeding under the Federal bankruptcy laws or any state insolvency laws, or (d) if Lessee makes an assignment for the benefit of its creditors.

Agreement shall terminate at the option of Lessor and Lessor shall have the right to take immediate possession of the equipment.

Under default of this contract Aqua Solutions Warewashing & Water Treatment Inc. shall have the right, without notice or demand, to declare all unpaid installments immediate due, enter any premises owned, leased or under the control of the lessee and take possession of the equipment, and exercise and all of the rights on default of the secured party under the Uniform Commercial Code.

6. Lessee and Lessor each mutually agree that neither shall be liable to the other or its insurer for accidental property damages to or caused by the equipment, except where negligence by either party caused the damage and each hereby waives all rights of subrogation that either may have against the other therefore, Lessor shall not be liable for consequential damages to Lessee (or to any other person) by reason of its failure to perform its promises herein contained, or for any other loss of damage for delays or otherwise incurred, as a result of material shortages, manufacturing delays, transport problems and any cause beyond Lessors reasonable control. Lessee shall be liable for any loss, damage or injury caused to the equipment by the willful action of Lessee or its agents or employees.

7. Lessee represents that it has full right and authority to enter into this agreement.

Customer/Lessee or authorized agent

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Andrew Schmidt President  
Aqua Solutions Warewashing & Water Treatment, Inc.