



# FOUNTAIN OF YOUTH 3-YEAR REPLACEMENT

Renew the life of your dispenser with Gehl's FOUNTAIN OF YOUTH program! For just \$100 you can replace a 3-year-old Gehl's dispenser with a BRAND NEW dispenser. You'll receive the same reliable technology (now with more options than ever), plus a new 3-year warranty.

## ORDERING IS SIMPLE:

**1** Fill out the order form below and sign a new dispenser lease agreement.

**2** Commit to dispose of the old dispenser when your new dispenser arrives.

**3** Mail or fax this form, along with a check for \$100 and a signed 3-year lease agreement to:

Allow 3-4 weeks for delivery.  
Customer service: (800) 521-2873  
www.gehls.com

Gehl's Hot Top2 Dispenser Program  
Dept. 5334 /P.O. Box 3090  
Milwaukee, WI 53201  
Fax: (262) 251-9597

## DISPENSER LEASE FORM

Date: \_\_\_ / \_\_\_ / 20\_\_\_ Business Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Business Type:  C-store/Gas station  Cafeteria  Stadium/Arena  Amusement  Restaurant/Deli  
 School  Other (please indicate) \_\_\_\_\_

Distributor Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_ Zip: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

### CHOOSE A DISPENSER

- Cheese Sauce Dispenser
- Chili Sauce Dispenser
- Dual (Chili/Cheese)
- Dual (Two Cheeses)

Substitutions ARE allowed. You do not need to match your current dispenser.

### CHOOSE A COLOR

- Black
- White

### CHOOSE A FRONT PANEL

- Nachos
- Chili Dog
- Nachos/Chili Dog split
- Bowl of Cheese Sauce

### AGREEMENT TO DISPOSE OF GEHL'S OLD DISPENSER:

I agree to remove from service the 3-year-old Gehl's dispenser listed below, and dispose of it immediately upon receipt of a new dispenser. I understand and agree that the old dispenser may not be transferred, sold or stored, and that failure to comply will cause Gehl's to terminate this lease and remove the new dispenser.

SERIAL # FROM OLD DISPENSER: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

REMEMBER TO RETURN THIS COMPLETED FORM WITH A SIGNED LEASE AGREEMENT AND CHECK FOR \$100. Warranty: Gehl's dispensers carry a 3-year parts and service warranty. Dispenser valves and POS are shipped free of charge upon request for the first three years. If the heater or fan stops working within the first year, Gehl's will pick up and repair the dispenser free of charge. If a problem occurs within the second or third year, a shipping and handling fee will be charged with servicing.

GEHL FOODS, INC. - HOT TOP2 DISPENSER LEASE AGREEMENT

This Hot Top2 Dispenser Lease Agreement (the "Agreement") is made and effective as of the date set forth below (the "Effective Date") by and between Gehl Foods, Inc., a Wisconsin corporation, as lessor ("Lessor"), and the undersigned lessee ("Lessee").

1) Dispenser Leased. Subject to the terms and conditions hereinafter, Lessor hereby leases to Lessee the Hot Top2 Dispenser(s) (hereinafter, the "Dispenser"), having the serial number(s) assigned to such Dispenser at the time of shipment.

2) Location and Title to the Dispenser. Lessor shall place and utilize the Dispenser exclusively at the address specified by Lessee to Lessor (the "Permitted Location"). Such Permitted Location shall be subject to the approval of Lessor, which shall not be unreasonably withheld. Lessee shall not remove, nor permit the removal of, the Dispenser from the Permitted Location, or utilize the Dispenser at any other location, without Lessor's prior written authorization. The Dispenser shall at all times remain the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein (including any right to sell or transfer possession of the Dispenser), except as specifically set forth in this Lease Agreement.

3) Placement Fee. Lessee shall pay a one-time placement fee for each Dispenser leased to Lessor at Lessor's then-current placement fee in effect, which shall become non-refundable after placement of the Dispenser at the Permitted Location.

4) Authorized Sauces; Requirements Obligation. Until this Agreement is terminated pursuant to Sections 14 or 15 below, Lessee shall be obligated to use only sauces, including, without limitation, cheese and/or chili sauces, manufactured by Lessor and sold by an authorized distributor of Lessor (the "Exclusive Sauces") in the Dispenser and shall not use any other sauces or other products in the Dispenser at any time.

5) Labels and Identification Materials. Lessee shall not alter, modify, remove or deface any labels, identification materials or other marks on the Dispenser without Lessor's prior written authorization. In addition, in the event Lessor supplies Lessee with labels, identification materials or other marks with instructions to affix them to or otherwise display them near the Dispenser, Lessee shall promptly do so and maintain the labels, identification materials and other marks in legible condition.

6) Trademarks, Logos, Etc. Lessee acknowledges that the Dispenser bears one or more of Lessor's trademarks, tradenames, service marks, or logos and shall not use the Dispenser in any way that infringes or impairs any such trademarks, tradenames, service marks, or logos. Lessee acknowledges and agrees that use of the Dispenser to dispense any product other than an Exclusive Sauce constitutes, among other provisions, a breach of Section 4 above and this Section 6.

7) Maintenance and Care. Lessee at its own cost shall clean, maintain and care for the Dispenser properly and in accordance with instructions provided by Lessor and shall comply with all applicable local, state and federal rules or regulations. Lessee shall not alter, modify or improve the Dispenser in any way.

8) Repairs to Dispenser. During the first 3 years after the Effective Date, Lessor shall: (i) ship replacement dispenser valves and POS free of charge via UPS Ground (or other comparable courier) upon request; and (ii) make any necessary repairs at Lessor's cost and expense (excluding shipping and handling) to the Dispenser in the event that such Dispenser is no longer reasonably functional for the purposes for which the Dispenser was leased unless such repairs are a result of the Lessee's negligence or misuse. Alternatively, Lessee may replace the Dispenser, with Lessee being responsible for all shipping and handling costs. After the third anniversary of the Effective Date, Lessor shall have no obligation whatsoever to repair or replace the Dispenser.

9) Liens on Dispenser. Lessee shall keep the Dispenser free and clear of all levies, liens, and encumbrances and shall pay when due all license fees, registration fees, assessments, charges, and all municipal, state, or federal taxes which may be imposed upon use, custody, or possession of the Dispenser.

10) Disclaimer of Warranties. LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DISPENSERS BEING FREE FROM CLAIM OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR THE LIKE, OR WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, MERCHANTABILITY, DESIGN, CAPABILITY, SUITABILITY, FITNESS, PERFORMANCE, MATERIALS, WORKMANSHIP, OR ANY PATENT OR LATENT DEFECT OF THE DISPENSER. LESSEE ACKNOWLEDGES AND AGREES THAT SUBJECT TO THE TERMS OF THIS AGREEMENT, THE DISPENSER IS TAKEN STRICTLY ON AN "AS-IS" BASIS AND THAT ALL RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE RISK AND EXPENSE. LESSOR SHALL NOT BE RESPONSIBLE TO LESSEE, AND LESSEE SHALL BE RESPONSIBLE, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE ARISING FROM, OR CAUSED DIRECTLY OR INDIRECTLY, BY THE DISPENSER, THE INADEQUACY THEREOF FOR ANY PURPOSE, ANY DEFICIENCY OR DEFECT THEREIN, THE REPAIR, SERVICING, OR ADJUSTMENTS THERETO, LOSS OF BUSINESS, OR BY OR FROM ANY OTHER SOURCE OR CAUSE OF LOSS, DAMAGE, OR EXPENSE WHATSOEVER.

11) Risk of Loss. Subject to the terms of this Agreement, Lessee assumes all risks and liability, as between Lessor and Lessee, for the Dispenser, for the safety, use, care, possession, custody, operation, maintenance, repair, and condition thereof, for any injury or death of any person or damage to property howsoever arising from or incident to such use, care, possession, custody, operation, maintenance, repair, condition, regardless of whether such injury or death occurs to agents or employees of Lessee or to third parties and regardless of whether such damage occurs to Lessee's property or the property of others. Lessee shall save and hold Lessor harmless and indemnify Lessor from all loss, damages, claims, penalties, liabilities, and expenses including attorney's fees, regardless of their nature of arising or being incurred because of or incident to the Dispenser, its actual or alleged use, care, possession, custody, operation, maintenance, repair, or condition. Lessee shall defend any and all claims and suits which may be brought against Lessor arising from, because of, or incident to the Dispenser, its actual or alleged use, care, possession, custody, operation, maintenance, repair, service, or condition and Lessee shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action(s). Lessee shall indemnify Lessor and hold it harmless from any claim, damage, liability, loss, or expense including attorney's fees arising out of the alleged or actual failure of Lessee to comply with any provision of this Agreement and shall defend, at its sole cost and expense, any claim made by a third person against Lessor and arising out of the actual or alleged failure of Lessee to comply with any provision of this agreement.

12) Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LESSOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LESSEE OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE DISPENSER OR THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, EVEN IF LESSOR IS APPRAISED OF THE LIKELIHOOD OF SUCH DAMAGE OCCURRING.

13) No Assignment. Lessee shall not assign its interest under this lease nor lend nor transfer possession of the Dispenser to any other entity without Lessor's prior, express written consent.

14) Termination Without Cause. At any time following the thirtieth (30th) day after placement, either party, upon thirty (30) days written notice, to the other party at the applicable address specified in Section 17 or on the signature page below, may terminate the lease without cause.

15) Termination for Cause. Upon written notice to Lessee at the address in Section 17, Lessor may immediately terminate the lease for cause if: (i) Lessee uses the Dispenser to dispense any product other than an Exclusive Sauce as prohibited by Section 4; (ii) Lessee removes or defaces any of the labels, tags, identification materials or marks referenced in Section 5; (iii) the Dispenser is used by Lessee in an improper manner not in accordance with this Agreement; or (iv) Lessee breaches any other material provision of this Agreement.

16) Return of the Dispenser. Upon the termination of this Agreement as specified in Sections 14 or 15 above, Lessee shall, pursuant to Lessor's instructions and at Lessee's full expense, uninstall, pack and return the Dispenser to Lessor at its address set forth herein, in the same operating order, repair, condition and appearance as when received by Lessee, reasonable wear and tear excepted.

17) Notices. All notices shall be deemed given one business day after being sent to the recipient by fax or email; or two (2) business days after sent by overnight mail.

If to Lessor: Gehl Foods, Inc.--HotTop2 Program  
PO Box 1004, N116 W15970 Main St.  
Germantown, WI 53022-8204  
Email: sales@gehls.com  
Fax No.: 262.250.6847

If to Lessee: [to such address as Lessee may notify Lessor of in writing from time to time.]

18) Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, the other provisions will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. In furtherance of and not in limitation of the foregoing, Lessee expressly stipulates that the Agreement shall be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; governmental or quasi-governmental authority of any nature or official of any of the foregoing

19) Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and supersedes any prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof.

20) Amendment and Waiver. No amendment of any provision of this Agreement shall be valid unless in writing and signed by each of Lessor and Lessee. Any failure of a party hereto to comply with any of its respective obligations hereunder may be waived in writing by the other party. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

21) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives and assigns.

22) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Dispenser Lease Agreement as of the day and year set forth below.

LESSEE: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessee address (for notice purposes):  
\_\_\_\_\_  
\_\_\_\_\_

E-mail: \_\_\_\_\_  
Fax No: \_\_\_\_\_

GEHL FOODS, INC.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_