

LOANED EQUIPMENT AGREEMENT

1. The terms of this Loaned Equipment Agreement are in addition to the Account Terms Applicable to All Customers set forth hereinabove.
2. The below listed equipment shall at all times be the sole and exclusive property of McCraw and has been loaned by McCraw to Customer ("Loaned Equipment"). Customer shall have no rights or property interest therein, except for the right to use same in the normal operation of the Customer's business at the address set forth hereinabove. The Loaned Equipment is and shall remain personal property even if installed in or attached to real property. Only McCraw's Product will be placed in the Loaned Equipment. Customer shall not pledge, lend, create a security interest in, sublet or part with possession of the Loaned Equipment or any part thereof or attempt in any other manner to dispose thereof, or remove the Loaned Equipment or any part thereof, without prior written consent of McCraw.
3. Customer shall exercise reasonable care in operating Loaned Equipment. Unless stated otherwise herein, McCraw shall have repair and maintenance obligations for Loaned Equipment for the duration of this agreement. Customer agrees to notify McCraw immediately of any Loaned Equipment mechanical problems, including, but not limited to, abnormal wear and tear, breakage and leaks. McCraw will make a reasonable effort to repair the Loaned Equipment promptly.
4. Customer, at its own cost and expense, shall insure the Loaned Equipment against burglary, theft, fire and vandalism with minimum limits of \$1,000,000.00 for bodily injury and \$500,000 for property damage in such form and with such insurance companies as shall be satisfactory to McCraw. All insurance policies shall name both Customer and McCraw as insured and copies of the policies and the receipts for the payment of premiums shall be furnished to McCraw. Each damage policy shall provide for payment of all losses directly to McCraw. Each liability policy shall provide that all losses be paid on behalf of Customer to McCraw as their respective interests appear.
5. Customer shall be responsible for any damages to the Loaned Equipment while in its possession, and should Customer move said equipment or is not available to be picked up by McCraw, Customer shall pay McCraw the value of the Loaned Equipment, or any part thereof, that may be damaged, destroyed or missing.
6. Customer may not move loaned equipment without McCraw's written consent.
7. If Customer does not return loaned equipment to McCraw at the termination of this Loaned Equipment Agreement, Customer agrees to pay McCraw for the replacement cost of the loaned equipment.
8. Customer agrees to indemnify, defend, and hold harmless McCraw, its agents, and employees from all claims, loss, or damage McCraw may sustain for any of the following reasons: (a) loss of, or damage to, any Loaned Equipment by any cause; (b) injury to, or death of, any person, including but not limited to agents or employees of Customer; and (c) damage to any property arising from the use, possession, selection, delivery, return, condition, or operation of any Loaned Equipment, including, but not limited to, any environmental contamination not related to McCraw's negligence.
9. Upon default in the payment of any installment of rent, or upon a breach of any other condition of this agreement to be performed or observed by Customer, or if Customer discontinues its business, McCraw shall have the right without notice or demand to terminate this agreement, but such termination shall not release Customer from the payment of damages sustained by McCraw. If upon any termination of this agreement Customer fails or refuses forthwith to deliver the Loaned Equipment to McCraw, McCraw shall have the right to enter Customer's premises, or any other premises where the Loaned Equipment may be found, forcibly if necessary, and to take possession of and remove the Loaned Equipment without legal process. Customer releases any claim or right of action for trespass or damages caused by reason of such entry and removal; nor shall McCraw be prejudiced from pursuing any other remedies to which it otherwise might be entitled on account of arrears of rent or breach of any other conditions of this agreement.
10. This Loaned Equipment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
11. Customer agrees that McCraw has loaned equipment to Customer under this agreement with a reasonable expectation that sales to Customer delivered into Loaned Equipment shall be sufficiently profitable to justify McCraw's Loaned Equipment investment and ongoing maintenance. Should McCraw, in its sole discretion, decide that the continued loan of equipment is not economical, McCraw may remove the Loaned Equipment with fifteen (15) days advance notice to Customer. In the event that the Loaned Equipment is removed by McCraw, McCraw shall not be liable for any damages related to the cessation of product sales under this agreement.

Loaned Equipment Schedule

Description	Serial Number

Terms above are agreed and accepted:

Customer Legal Business Name _____ DBA _____

 Signature _____ Printed Name _____ Title _____ Date _____