



1-888-926-2766

Start Date: _____
 Rep Name: _____
 Rep Phone: _____

BEVERAGE SERVICE AGREEMENT

C2394599

 Account #
 RIT Rochester Institute of Technology

 Account Name

 Billing Address

 Shipping Address
 Rochester NY 14623

 City State Zip

_____ Contact Name

 Room # Floor #

 Tele # Ext#

 Fax #

 Number of Employees in Dept

EQUIPMENT:

Quantity	Stock	Description (Include # of thermoses/glass pots)	Rental Fee, Lease Terms, or Purchase Price

In consideration of the equipment provided, customer agrees to the coffee pricing and minimum monthly purchase as described below.

COFFEE PRICING:

Description	Price	Minimum Monthly Purchase
N/A		

Coffee prices may fluctuate with market.

DEMO

Brewers installed for demonstration purposes may remain at a customer's location for up to five (5) days at no charge. After that, brewers will be invoiced subject to the terms outlined in the Beverage Service Agreement. In the event that there are no agreed upon terms, brewers will be charged at a list-price rental.

RENTAL

W.B. Mason agrees to provide the equipment in this Beverage Service Agreement for a monthly rental fee listed above plus sales tax, to the extent Customer is not otherwise exempt from the payment of such tax. At the end of the initial period, this agreement will automatically renew for successive 1-year periods unless written notice is received from the Customer 30 days prior to expiration for the agreement.

LEASE-PURCHASE

W.B. Mason agrees to provide the equipment in the Beverage Service Agreement for the terms listed above. Customer will be billed for the first month, last month, and a one-month security deposit upon receipt of equipment. Upon completion of the purchase period, ownership of the above mentioned equipment shall transfer to the Customer.

SALE

W.B. Mason agrees to provide the equipment listed in this Beverage Service Agreement, as listed above, plus installation and sales tax, to the extent Customer is not otherwise exempt from the payment of such tax. W.B. Mason will provide warranty service for all equipment subject to the terms of the specific manufacturer warranty. W.B. Mason acknowledges no additional warranties.

REPAIR SERVICE

W.B. Mason shall provide repair service on all equipment owned by W.B. Mason at no charge during normal business hours. This repair service does not include repairs due to abuse, vandalism, or damage due to factors outside of normal use of the equipment. Equipment owned by the customer either through outright purchase or lease-purchased from W. B. Mason will be repaired subject to a minimum service charge and any additional parts and labor required.

WAIVER OF LIABILITY-W.B. MASON—LIMITED WARRANTY—Although under this Agreement W.B. Mason is providing the Customer with the equipment listed in this Beverage Service Agreement and is agreeing to perform certain installation and de-installation services, perform filter changes on equipment on a scheduled basis, conduct preventative maintenance and repairs as necessary on a needed basis, the Customer hereby acknowledges, confirms and agrees:

Limited Warranty-Rental Agreement. WB Mason is not the manufacturer of any of the products being provided by W.B. Mason to the Customer under this Beverage Service Agreement, including without limitation, coffee brewers, coffee equipment, water coolers, filters, and any and all equipment to be utilized by W.B. Mason when performing any preventative maintenance and repairs hereunder and therefore, W.B. Mason cannot make and is not making any representations or warranties of any kind, nature or description to the Customer relative thereto or in connection therewith, provided however W.B. Mason will, to the extent that it is able to do so, pass through to Customer any manufacturer's warranty (if any) covering the anyproducts or services in lieu of any other express or implied warranties from W.B. Supplier with respect to the products and/ or services.

Waiver of Liability-W.B. Mason--Water Damage. That (a) it is the policy of WB Mason to install equipment only with the available water lines provided by or to the Customer;(b) having coffee brewers, coffee equipment and/water coolers in Customers facility including offices can cause and result in from time to time, unintentional water leaks, water seepage, accidental discharges or overflows, and other deteriorating conditions, sudden accidents and/or events, resulting in physical damages to the Customer's facility including offices and/or location (collectively "*Water Damages*")(c) the Customer acknowledges that having coffee brewers, coffee equipment and water coolers located in Customer's facility offices and/or location involves the risk of the Customer incurring or suffering *Water Damages* as a result thereof and that W.B. Mason does not assure nor make any representation to Customer that *Water Damages* will not take place at the Customers facility, offices and/or location or to its contents pursuant thereto; (d) that Customer hereby represents it is willing to accept all such risk and to release W.B. Mason from all such claims for *Water Damages* that may be made either by Customer or by others. Therefore, except in instances where it is determined that any such *Water Damages* at the Customer's facility offices or location, results from, or is caused by, W.B. Mason's gross negligence or willful misconduct, (i) Customer hereby releases W.B. Mason, its servants, agents and employees from any and all claims for *Water Damages* that the Customer may suffer or sustain now or in the future as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (ii) Customer agrees that Customer will not make a claim, sue or otherwise assert rights against W.B. Mason, its servants, agents or employees relative to or in connection with any *Water Damages* are incurred or alleged to have been incurred or sustained by the Customer as a direct or indirect result of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement; (iii) that W.B. Mason shall not be responsible or liable to the Customer, or its affiliates, agents, shareholders, members, partners, directors, officers or employees for any *Water Damages* of any kind, nature or description directly or indirectly suffered, claimed, or incurred by Customer pursuant to and in connection with this Beverage Service Agreement, including without limitation and all losses,claims, demands, suits, or actions, any judgements for damages on account of or by reason of bodily injury, including death, any damage to property and from all costs and expenses incurred in connection with any such claim for *Water Damages*, including without limitation attorney's fees and disbursements caused by or directly or indirectly arising out, or claimed tohave been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement.

Indemnification and Hold Harmless. To the fullest extent permitted by law, the Customer shall indemnify and hold harmless W.B. Mason, its affiliates shareholders, members, partners, directors, officers, agents servants, employee and agents from and all losses, damages (including without limitation or restriction *Water Damages* as defined above) claims, demands, suits, or action (collectively a "Claim") or judgments for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such *Claim*, including without limitation, reasonable attorney's fees and actual disbursements caused by or directly or indirectly arising out of or claimed to have been caused by or to have directly or indirectly arisen out of any products and/or services provided by W.B. Mason to the Customer under this Beverage Service Agreement, including: (a) any products provided work done, or services performed by W.B. Mason for the Customer during the term of this Agreement; (b) the failure of W.B. Mason to provide products, complete any work or perform any services required to be done by W.B. Mason hereunder except to the extent any such *Claim* or breach or violation is caused by or results from any gross negligence or intentional misconduct by W.B. Mason and (e) any *Claim* or judgment for damages on account of, or by reason of, bodily injury including death, damage to property, and from all costs and expenses incurred on account or as a result of any such *Claim*, caused directly or indirectly from act, omission, negligence or conduct of the Customer hereunder or any breach by Customer of any representation, warranty covenant or obligation made by Customer to W.B. Mason under this Beverage Service Agreement.

Commercial General Liability Insurance. The Customer agrees to secure and keep in full force and effect throughout the term of this Beverage Services Agreement commercial general liability insurance including contractual liability (to specifically include coverage for the Damage Caused by Water and the Indemnification and Hold Harmless articles set forth above in this Beverage Service Agreement, Products and Completed Operations Liability Broad Form Property Coverage, written a on an occurrence form with combined bodily injury and property damages limits of liability of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

W.B. Mason Branch Manager (Signature)

Print Name

W.B. Mason Account Executive (Signature)

Print Name

Customer (Signature)

Print Name

OCS Specialist (Signature)

Print Name

Sales Representative:
Customer Service Representative:

Pour Over Machine: KEUK1500S – Free Monthly Rental



- Ideal for small businesses (up to 15 employees)
- Brew a wide selection of beverages with 150+ Keurig K-Cup® pod varieties from over 30 top brands
- Delivers freshly brewed coffee, tea and hot cocoa in under a minute
- Brews 4 cup sizes (6, 8, 10 and 12oz.) and is large enough to accommodate a travel mug
- Extra-large 96 oz. water reservoir with durable, easy-to-use handle for effortless cleaning and added convenience
- STRONG button delivers a bolder, more intense flavor
- Quiet Brew Technology™ minimizes brewer noise while in use
- Programmable Auto Off feature saves energy when not in use
- Indicator lights clearly display when it is time to add water or descale the brewer
- Internal hot water tank is completely drainable for easy transportation and relocation

Local Branch Information

W.B. Mason Company • 45 Vantage Point Drive • Rochester, NY 14624