

Right Choice Refreshments

CO2 CYLINDER RENTAL AGREEMENT

First 4 months free with security deposit

In consideration of the mutual promises and covenants contained herein between Right Choice Refreshments and _____ (Hereinafter referred to as "Customer"), the parties agree as follows:

1. Description of Rented Equipment. Right Choice Refreshments agrees to rent to Customer, and the Customer agrees to accept, subject to the terms and conditions herein, the following:

<u>Quantity</u>	<u>Description</u>
	CO2 Cylinder with attached Valve

2. Conditions. The rented cylinder(s) are not to be filled by anyone other than Right Choice Refreshments. When the customer requests a refilled cylinder, the cylinder will be exchanged and the customer will not actually receive the same cylinder back.

3. Term. Subject to early termination as provided below, this Agreement shall be for a term of four (4) months commencing on the date the CO2 Cylinder is received, the _____ () day of _____, 20____. Thereafter, this Agreement shall be renewed automatically for subsequent twelve (12) month terms upon the same terms and conditions; Provided that, the rates may be adjusted by Right Choice Refreshments upon thirty (30) days' notice to Customer prior to the expiration of the term in effect at the time of the notice. Prior to the term of twelve (12) months, either party may decline to renew or otherwise extend this Agreement upon returning all rented cylinders (covered under this agreement) and paying any balance due owing.

4. Return of Equipment and Termination of Agreement. Prior to termination, Customer shall, at its sole expense, immediately return all rented cylinders covered by this agreement to Right Choice Refreshments in reusable undamaged condition. Once all rented cylinders are properly returned and all balance due is paid in full, this Agreement will terminate. At its option, Right Choice Refreshments may immediately terminate this Agreement upon any breach by Customer.

5. Fees and Payment. Customer agrees to pay a refundable security deposit of \$36.00 for each cylinder covered under this agreement. Until termination of this Agreement, Customer agrees to pay Right Choice Refreshments rental fees in the amount of \$12.00 per year. There is no pro-rating of fees. Rental fees paid on time will cover the period of 12 months after the fees become due and payable. In addition to the rental fees the customer agrees to pay any applicable tax implied by any government jurisdiction.

6. Refunding of Security Deposit. Providing that the customer has paid all fees and payments as agreed, should they return the cylinders to us to end the rental, the security deposit will be refunded. When making refunds we will mail a check to the address on record for the customer within 30 days from the date the customer returns the cylinder(s) and cancels the rental on the cylinder(s). If the customer has any balance due with us, the amount due will be deducted from the refunded security deposit.

7. Default. Right Choice Refreshments shall, at its election, be entitled to immediate repossession of said rental cylinders, if the fees herein are not paid in full in accordance with the terms hereof. Additionally if the fees are not paid in full on time in accordance with the terms hereof the customer will become ineligible for any refund of the security deposit. All security deposits will automatically be forfeited if the rental fee becomes 30 days past due. In the event that the customer does not return the rented cylinders **and** pay the rental fees within 30 days after the date due, The Customer agrees to pay a \$150 combined penalty and collection fee to compensate Right Choice Refreshments for having to retrieve the rental cylinders. The customer agrees to pay this fee whether or not Right Choice Refreshments successfully retrieves the cylinders.

8. Remedies. If, by reason of Customer's default on this Agreement a legal action or collection proceeding is instituted, Customer agrees to pay all of Right Choice Refreshment's collection costs, attorneys' fees and all other costs in connection therewith.

9. Interest on Overdue Bills. In the event the fees are not timely paid in full in accordance with the terms herein, Customer shall pay, in addition to all other remedies contained herein, interest on such unpaid amounts at the rate of **EIGHTEEN (18%) PERCENT** per annum or the highest rate allowable at law, whichever amount is lower, from the date due until the date paid.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CUSTOMER: _____
Individually

Date: _____

Right Choice Refreshments
P.O. Box 68426
Seattle, WA 98168

(206) 433-2085
(800) 397-9771
FAX (206) 248-7051

www.idrinksoda.com