



**Produce Bag Rack Agreement**

*Effective Date:* \_\_\_\_\_

*Customer Name:* \_\_\_\_\_

*Customer Address:* \_\_\_\_\_

This Agreement specifies the terms under which Inteplast - IBS Division (IBS) will provide and the customer identified above (the "Customer") will use certain equipment owned by IBS, that is being provided to Customer at no charge, for use in dispensing produce bags supplied by IBS.

This equipment currently covered by this Agreement (the "Equipment") is as follows:

**Dispensers**

- I. IBS hereby gives Customer the right to use the Equipment until terminated as provided below, in consideration of and for the purpose of accommodating the dispensing of produce bags supplied by IBS. Customer agrees that it will use the Equipment only for the dispensing of produce bags supplied by IBS. Number of racks allocated to each store location will depend upon actual bag usage for that particular store location.
- II. Customer shall maintain the Equipment in good working order, with IBS providing replacement parts at IBS expense as needed, due to normal non-cosmetic wear and tear during the term of the Agreement. Customer may not make alterations to or remove the Equipment from the premises, without IBS prior written permission. Neither this Agreement nor possession of the Equipment may be assigned or transferred by Customer.
- III. Customer also agrees, regardless of cause, not to assert any claim against IBS, whether for direct, indirect, special, incidental or consequential damages or otherwise, arising out of its use of the Equipment.
- IV. Customer agrees that it will indemnify, defend and save IBS harmless from and against any and all loss, liability, cost, and expense (including reasonable attorney's fees) arising out of Customer's possession, operation or use of the equipment.
- V. Customer acknowledges that the Equipment is and shall remain the property of IBS throughout the term of this Agreement. IBS shall have the right to place a label on the Equipment to that effect, and if it does so, Customer shall not remove or cover such label. Customer shall allow IBS personnel to enter the Premises during normal working hours, to inspect the Equipment.
- VI. Either Customer or IBS may terminate this Agreement at any time, after the initial timeframe of 2 calendar years. Upon such termination, Customer shall promptly make the Equipment available to IBS for removal. Customer will be responsible for early termination penalties, or the suspension of the dispenser use prior to the initial 2 calendar years.

*IBS (Print Name):* \_\_\_\_\_

*Customer (Print Name):* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Title:* \_\_\_\_\_

*Signature:* \_\_\_\_\_

*Signature:* \_\_\_\_\_