

## LEASE OPERATION AGREEMENT

ROJOS POPCORN CO agrees to place a deluxe heavy-duty popcorn machine, and/or other equipment listed, under care and supervision of the customer.

Equipment is property of ROJOS and is leased by ROJOS to the customer at no charge with minimum monthly purchase. Any mechanical malfunction of the equipment caused by normal wear and tear will be repaired by ROJOS at no charge. Customer is responsible for daily cleaning and maintenance of the machine.

Daily maintenance includes but is not limited to: Inspecting machine for damage. Wiping off the glass, the kettle, and all other parts of the machine with a dry rag, paper towel, or soft bristle brush. No cleaning products may be used on this equipment unless approved by a ROJOS representative.

The customer is responsible for the equipment while in possession of that equipment. ROJOS will not be held responsible for any injury to persons or damage to property caused by the use of this equipment. The cost to replace the equipment should it be lost or the cost to repair any damage, other than normal wear and tear, will be charged to customer. Equipment is not to be removed from the listed location without first obtaining written permission from ROJOS.

It is understood that only ROJOS TRI-PACKS may be used in this machine. Using other corn and oil may damage or jam the machine and will compromise the quality of the finished product. Customer will be responsible for any costs incurred as a result of this misuse.

A minimum purchase of one (1) 24ct case each month is required under the terms of this lease. ROJOS reserves the right to remove the machine at any time with 15-day notice from the location if ROJOS determines the usage is too low.

Case Size	Price per Case
24ct 10.75oz	\$39.76
24ct 16oz	\$57.30

<sup>\*</sup>Customer is subject to minimum usage charge of \$39.76 if minimum purchase requirement is not met

Should the customer decide to no longer operate within the guidelines of the ROJOS program, that customer must notify ROJOS at least 15 days before the equipment must be removed.

Either party can terminate the terms of this agreement for any reason at any time.