



# Equipment Usage Agreement

**Superior Bathing Equipment & Shampoos**

This Equipment Usage Agreement is subject to the Terms and Conditions outlined on the reverse of this form. Each signed equipment usage agreement is acknowledgement of the Terms and Conditions. The information required below must be complete and legible.

**Congratulations** on choosing the HydroSurge® equipment usage program to assist in your animal bathing needs! You will be using a combination of technologically superior bathing equipment and high quality shampoos to give animals a better bath in a shorter amount of time. Our system for bathing animals is so popular, our equipment usage program comes with a **100% Satisfaction Guarantee.**

Equipment Serial Number: \_\_\_\_\_

**Equipment Usage Agreement:**

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner / Agent: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please indicate primary business function (circle one):    Veterinary    Grooming

   Kennel    Other

I have read and agree to the Terms and Conditions on the reverse side of this form.

\_\_\_\_\_

Signature Date

**Credit Card Authorization:**      Visa      MasterCard      Am Express      Discover

Credit Card Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

By signing below as the credit card holder, I accept responsibility for and authorize Sunbeam Products, Inc. d/b/a Jarden Consumer Solutions to charge my credit card for any and all purchases made over the phone or through the website and/or any and all charges incurred under the terms and conditions of this Equipment Usage Program Agreement.

\_\_\_\_\_

Signature Date

## Better for You! Better for the Animals!

## **Terms and Conditions of the Equipment Usage Agreement for the End User**

- A) Equipment:** Sunbeam Products, Inc. d.b.a. Jarden Consumer Solutions the maker of Hydrosurge® equipment ("Company") will provide the equipment ("Equipment") listed on the front page of this Agreement to you, the end user, ("End User") pursuant to this Equipment Usage Agreement ("Agreement"). The Equipment will be loaned to the End User free of charge, but shipping and handling charges of \$30.00 apply, and on a cost-replacement basis provided the End User fully complies with this Agreement, including, but not limited to, End User's purchase of not less than four (4) gallons of Hydrosurge® branded consumable soap and related products ("Products") per month. The Equipment shall only be used for animal bathing and for no other purpose.
- B) Products:** End User agrees to use only Products with the Equipment. End User understands and agrees that if products other than the Products are used, significant and permanent damage to the Equipment could result and End User shall be responsible for such damage, including but not limited to the cost of servicing (\$299.00) or replacing the Equipment as set forth in Section E below.
- C) Warranty:** The Company warrants that the Equipment will be free from defects in material and workmanship. The Company, at its option, will repair or replace this product or any component of the Equipment found to be defective. Replacement will be made with a new or remanufactured product or component. If the Equipment is no longer available, replacement may be made with a similar product of equal or greater value. This is your exclusive warranty. This warranty is valid for the party listed on the front page of this Agreement and is not transferable. The Company's dealers, distributors, service centers, or stores selling the Equipment do not have the right to alter, modify or any way change the terms and conditions of this warranty. This warranty does not cover damage resulting from any of the following: negligent use or misuse of the product, use on improper voltage or current, and use contrary to the operating instructions, use with consumable products other than the Products, disassembly, repair or alteration by anyone other than the Company or an authorized service center. Further, the warranty does not cover Acts of God, such as fire, flood, hurricanes and tornadoes. The Company shall not be liable for any incidental or consequential damages caused by the breach of any express or implied warranty. Except to the extent prohibited by applicable law, any implied warranty of merchantability or fitness for a particular purpose is limited in duration to the duration of the above warranty. Some states, provinces or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusion may not apply to the End User. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province. For warranty service please contact the Company.
- D) Equipment Location:** End User agrees to only use the Equipment at the location listed on the front page of this Agreement, unless you provide written notification to the Company in advance of any relocation. Such notification shall include the new address of the Equipment. In the event that the End User relocates the Equipment without notifying the Company, this Agreement may be terminated for default.
- E) Breach of Contract:** If End User fails to comply with this Agreement, the Company, without limiting any of its rights in law or equity may: (i) immediately terminate this Agreement and demand the immediate return of the Equipment at End User's expense; (ii) if the Equipment is not immediately returned by the End User, charge the amount the Company currently values the Equipment (\$1499.00 as of February 7, 2005) to the End User; and (iii) charge any amounts as set forth herein to End User's credit card, including but not limited to the End User credit card listed on the front page of this Agreement. End User hereby consents to charges made to End User's credit card as set forth in this Agreement and agrees not to dispute same.
- F) Law/Disputes:** This Agreement shall be interpreted and construed pursuant to the laws of the State of Florida without regard to the conflict of laws principles. Any disputes arising hereunder shall be settled by a single arbitrator in Boca Raton, Florida. End User consents to personal jurisdiction in Palm Beach County, Florida and agrees to be subject to the Florida Long Arm Statute for service of process.
- G) Termination of Agreement:** Either party may terminate this Agreement upon written notice. Upon termination of this Agreement for any reason, End User shall return the Equipment, within thirty (30) days, to a location designated by the Company in as good a condition as when received by the End User, except for reasonable wear and tear. End User shall pack the equipment in a manner to avoid damage during shipment and ship the Equipment, freight prepaid and insured, via United Parcel Service or Federal Express, two (2) day delivery at the expense of End User. Return shipment to the Company shall be made to a location designated by the Company.
- H) Title to Equipment:** At all times the Company shall have absolute and clear title to the Equipment. At no time does title of the Equipment pass to End User and End User agrees not to permit any liens or encumbrances to be placed on the Equipment.