

VALLEY ICE, LLC
P.O. BOX 41 / MT. JACKSON, VA 22842
540-477-4447
CUSTOMER AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, _____, by and between Valley Ice, LLC, hereinafter referred to as "Valley", and _____ hereinafter referred to as "Customer". Valley owns the personal property listed below, hereinafter referred to as "LEASED PROPERTY", and agrees to lease the LEASED PROPERTY to the Customer installed or to be installed by Valley at _____

LEASED PROPERTY

In consideration of the terms and conditions herein set forth, the parties hereby covenant and agree as follows:

1. The term of this Agreement shall be for one (1) year. On expiration of the initial term of this Agreement or subsequent renewal term, this Agreement shall automatically renew for an additional one (1) year term without need for further notice in writing by either party unless written notice of non-renewal is given by either party at least 30 days prior to expiration of the then current term. Customer agrees to buy exclusively from Valley Ice for a minimum of (1) year, and Valley Ice agrees to sell and deliver to Customer all the packaged ice that Customer may require for retail sale during the term of this agreement.
2. Valley will keep the equipment in reasonable repair when such repairs result from natural wear and tear.
3. Customer agrees that the equipment will be connected to Customer's power system, at Customers expense.
4. During the term of this Agreement, Customer shall use the Leased Property solely for the purpose of storing, selling or distributing Valley's product. If at any time, the Leased Property is not so used, Valley may, without prior notice to Customer, enter upon Customer's premises and remove from there such Leased Property. Customer will be charged by Valley for the removal of the Leased Property at Valley's normal and customary rates.
5. In the event that any product is lost or damaged as a result of the Leased Property failure, Customer must save the untampered remains of every bag damaged and present it to Valley for free replacement or refunding. Customer further agrees to notify Valley as soon as any failure of the Leased Property is recognized in order to repair or replace equipment as soon as possible.
6. Customer shall be responsible to Valley for the Leased Property and shall pay Valley for all loss and damages to Leased Property, except for normal wear and tear.
7. Customer agrees to indemnify and save harmless Valley against any and all claims or liability for any loss, damage or injury to any person or property caused or occasioned in any manner by reason of Customers use of the Leased Equipment.
8. If Customer sells the business Customer will notify the purchaser of this Agreement and not include the Leased Equipment in any sale. In the event Customer closes his business, he agrees to notify Valley promptly.
9. Customer agrees to permit the route salesman to FILL the Leased Equipment each time he calls. If route salesman is not permitted to fill the Leased Equipment, a service charge will be added to the Customer's invoice if the route salesman must return to fill merchandiser before next delivery date.
10. Valley reserves the right to add additional ice storage if needed to better supply Customer. In such case, all additional Leased Property will be connected to Customer's power supply at the cost of the Customer.
11. The payment terms for product delivered to Customer by Valley will be Cash on Delivery (COD) unless other credit terms are applied for by Customer and approved by Valley. In the event Customer fails to pay Valley all amounts which become due under this Agreement or fails to perform its obligations hereunder, and Valley refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Valley as a result of such action, including to the extent permitted by law, reasonable attorney's fee.
12. **DEFAULT:** It is agreed by Customer that should Customer default or fail to make payment to Valley as provided above then at the option of Valley, this contract may be terminated and the Leased Equipment removed by Valley without notice to Customer. Failure of Valley to exercise this option upon default in payment shall not constitute a waiver of this option at any future default. Valley may suspend service to Customer if any of the Customer's accounts are not paid when due.
13. **EXCUSED PERFORMANCE:** Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires, and acts of God.
14. **EFFECT OF AGREEMENT:** This Agreement is a legally binding contract on the part of both Valley and Customer and their respective heirs, successors and assigns in accordance with the terms and conditions set out herein.
15. **ASSIGNMENT:** Customer cannot assign this Agreement without the prior written consent of Valley.
16. Valley reserves the right to charge a yearly maintenance fee. Customer will be given a thirty (30) day advance written notice before being charged the fee and Customer reserves the right to terminate this Agreement upon receiving such notice.

Customer

Valley Ice, LLC