



To get started, simply select the equipment you need and sign the lease agreeing to care for the dispenser and use it only with Gehl's sauces. We'll even start you off with FREE cheese or chili sauce to help you earn back your entire lease before you spend another penny on sauce.

Date: \_\_\_ / \_\_\_ / 20\_\_\_ Your/Business Name: \_\_\_\_\_  
 Business Type:  C-Store/Gas Station  Other \_\_\_\_\_  
 Distributor Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_ Zip: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Choose Dispenser	Quantity	Price	Total
Dual (Cheese/Chili)	___ x	\$250 =	\$ _____
Single (Nacho Cheese)	___ x	\$200 =	\$ _____
Single (Chili)	___ x	\$200 =	\$ _____
Advanced Portion Serving (APS) (Only available in white)	___ x	\$299 =	\$ _____

Choose free Cheese or Chili Sauce (Important note: orders for Dual Dispensers will choose TWO free cases of 80 oz. sauce.)  
 Single Dispensers will choose ONE free case of 140 oz. product. APS will choose ONE free case of 100 oz. product.)

Gehl's Cheddar Cheese Sauce	80 oz. _____	140 oz. _____	100 oz. _____ (APS Only)
Gehl's Jalapeño Cheese Sauce	80 oz. _____	140 oz. _____	100 oz. _____ (APS Only)
Gehl's Chili Sauce	80 oz. _____	140 oz. _____	100 oz. _____ (APS Only)

Check here:  Yes, I have verified with my distributor that they offer the correct sizes of Gehl's sauces  
 (Dual: 80 oz. / Single: 140 oz. / APS: 100 oz. with hoses).

Choose dispenser Color:  Black  White Choose Free Graphics:  Fresh Nachos  Fresh Chili  Fresh Nachos/Chili  
 Choose free Chip Rack (for Gehl's tortilla chip users only where available):  Side-by-Side Rack  Top Mounted Rack

I agree to use Gehl's single-serve chips exclusively with this chip rack.

I HAVE READ AND SIGNED THE LEASE ON THE NEXT PAGE. (NOTE: YOU MUST RETURN THE SIGNED LEASE AGREEMENT WITH THIS FORM IN ORDER FOR YOUR ORDER TO BE PROCESSED.)

Make your checks payable to: Gehl Foods, Inc.

Please allow 3-4 weeks for your dispenser order, thank you.

Mail your payment to: Gehl Foods, Inc., Dept. 5334, PO Box 3090, Milwaukee, WI 53201 For assistance call: 800-521-2873

Warranty: Gehl's dispensers carry a three-year parts and service warranty. Dispenser valves and POS are shipped free upon request for the first three years. If the heater or fan stops working within the first year, Gehl's will arrange to pick up and repair the dispenser free of charge. If a problem occurs within the second or third year, a shipping and handling fee will be charged with free servicing. Program subject to change. Lessee subject to current program at time of use.

PLACEMENT FEE REV.12-2008

GEHL FOODS, INC. - HOT TOP2 DISPENSER LEASE AGREEMENT

This Hot Top2 Dispenser Lease Agreement (the "Agreement") is made and effective as of the date set forth below (the "Effective Date") by and between Gehl Foods, Inc., a Wisconsin corporation, as Lessor ("Lessor"), and the undersigned Lessee ("Lessee").

- 1) Dispenser Leased. Subject to the terms and conditions hereinafter, Lessor hereby leases to Lessee the Hot Top2 Dispenser(s) (hereinafter, the "Dispenser"), having the serial number(s) assigned to such Dispenser at the time of shipment.
2) Location and Title to the Dispenser. Lessor shall place and utilize the Dispenser exclusively at the address specified by Lessee to Lessor (the "Permitted Location").
3) Placement Fee. Lessee shall pay a one-time placement fee for each Dispenser leased to Lessor at Lessor's then-current placement fee in effect, which shall become non-refundable after placement of the Dispenser at the Permitted Location.
4) Authorized Sauces; Requirements Obligation. Until this Agreement is terminated pursuant to Sections 14 or 15 below, Lessee shall be obligated to use only sauces, including, without limitation, cheese and/or chili sauces, manufactured by Lessor and sold by an authorized distributor of Lessor (the "Exclusive Sauces") in the Dispenser and shall not use any other sauces or other products in the Dispenser at any time.
5) Labels and Identification Materials. Lessee shall not alter, modify, remove or deface any labels, identification materials or other marks on the Dispenser without Lessor's prior written authorization.
6) Trademarks, Logos, Etc. Lessee acknowledges that the Dispenser bears one or more of Lessor's trademarks, tradenames, service marks, or logos and shall not use the Dispenser in any way that infringes or impairs any such trademarks, tradenames, service marks, or logos.
7) Maintenance and Care. Lessee at its own cost shall clean, maintain and care for the Dispenser properly and in accordance with instructions provided by Lessor and shall comply with all applicable local, state and federal rules or regulations.
8) Repairs to Dispenser. During the first 3 years after the Effective Date, Lessor shall: (i) ship replacement dispenser valves and POS free of charge via UPS Ground (or other comparable courier) upon request; and (ii) make any necessary repairs at Lessor's cost and expense (excluding shipping and handling) to the Dispenser in the event that such Dispenser is no longer reasonably functional for the purposes for which the Dispenser was leased unless such repairs are a result of the Lessee's negligence or misuse.
9) Liens on Dispenser. Lessee shall keep the Dispenser free and clear of all levies, liens, and encumbrances and shall pay when due all license fees, registration fees, assessments, charges, and all municipal, state, or federal taxes which may be imposed upon use, custody, or possession of the Dispenser.
10) Disclaimer of Warranties. LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DISPENSERS BEING FREE FROM CLAIM OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR THE LIKE, OR WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, MERCHANTABILITY, DESIGN, CAPABILITY, SUITABILITY, FITNESS, PERFORMANCE, MATERIALS, WORKMANSHIP, OR ANY PATENT OR LATENT DEFECT OF THE DISPENSER.
11) Risk of Loss. Subject to the terms of this Agreement, Lessee assumes all risks and liability, as between Lessor and Lessee, for the Dispenser, for the safety, use, care, possession, custody, operation, maintenance, repair, and condition thereof, for any injury or death of any person or damage to property howsoever arising from or incident to such use, care, possession, custody, operation, maintenance, repair, condition, regardless of whether such injury or death occurs to agents or employees of Lessee or to third parties and regardless of whether such damage occurs to Lessee's property or the property of others.

- 12) Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LESSOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LESSEE OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE DISPENSER OR THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, EVEN IF LESSOR IS APPRAISED OF THE LIKELIHOOD OF SUCH DAMAGE OCCURRING.
13) No Assignment. Lessee shall not assign its interest under this lease nor lend nor transfer possession of the Dispenser to any other entity without Lessor's prior, express written consent.
14) Termination Without Cause. At any time following the thirtieth (30th) day after placement, either party, upon thirty (30) days written notice, to the other party at the applicable address specified in Section 17 or on the signature page below, may terminate the lease without cause.
15) Termination for Cause. Upon written notice to Lessee at the address in Section 17, Lessor may immediately terminate the lease for cause if: (i) Lessee uses the Dispenser to dispense any product other than an Exclusive Sauce as prohibited by Section 4; (ii) Lessee removes or defaces any of the labels, tags, identification materials or marks referenced in Section 5; (iii) the Dispenser is used by Lessee in an improper manner not in accordance with this Agreement; or (iv) Lessee breaches any other material provision of this Agreement.
16) Return of the Dispenser. Upon the termination of this Agreement as specified in Sections 14 or 15 above, Lessee shall, pursuant to Lessor's instructions and at Lessee's full expense, uninstall, pack and return the Dispenser to Lessor at its address set forth herein, in the same operating order, repair, condition and appearance as when received by Lessee, reasonable wear and tear excepted.
17) Notices. All notices shall be deemed given one business day after being sent to the recipient by fax or email; or two (2) business days after sent by overnight mail.

If to Lessor: Gehl Foods, Inc.—HotTop2 Program PO Box 1004, N116 W15970 Main St. Germantown, WI 53022-8204 Email:sales@gehls.com Fax No:262.250.6847
If to Lessee: [to such address as Lessee may notify Lessor of in writing from time to time.]

- 18) Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, the other provisions will remain in full force and effect.
19) Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and supersedes any prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof.
20) Amendment and Waiver. No amendment of any provision of this Agreement shall be valid unless in writing and signed by each of Lessor and Lessee.
21) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives and assigns.
22) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Dispenser Lease Agreement as of the day and year set forth below.

LESSEE: \_\_\_\_\_
By: \_\_\_\_\_
Name: \_\_\_\_\_
Title/Position: \_\_\_\_\_
Date: \_\_\_\_\_
Lessee address (for notice purposes): \_\_\_\_\_
E-mail: \_\_\_\_\_
Fax No: \_\_\_\_\_
GEHL FOODS, INC.
By: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_