FESTIVAL EQUIPMENT LOAN AGREEMENT

This Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021 between WORLD FOOD HOLDINGS, 1201 Tonne Road, Elk Grove Village, IL 60007 (hereinafter referred to as WFH {Grecian Delight Foods and Kronos Foods Corps. are World Food Holdings brands}), and

**BUSINESS NAME (CUSTOMER):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **PHONE** #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDRESS**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **CITY**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **STATE**: \_\_\_\_\_\_, **ZIP**: \_\_\_\_\_\_\_\_\_\_\_ **BUSINESS CONTACT**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **TITLE**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DISTRIBUTOR**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ THIS *MACHINE IS PROPERTY OF WORLD FOOD HOLDINGS.*

WFH hereby agrees to loan to CUSTOMER and CUSTOMER hereby agrees to ***borrow*** from WFH equipment and/or machinery described below, (hereinafter referred to as PROPERTY), under the terms and conditions listed below:

**MODEL: NATURAL GAS PROPANE 220V ELECTRIC**

*(please circle model being requested)*

**FREIGHT (non-refundable):** $50.00 **per machine SECURITY DEPOSIT (refundable):** $350.00 **per machine**  **TOTAL DUE *$400.00* per machine**

1. **Security Deposit.** Customer agrees to pay WFH a Security Deposit of THREE HUNDRED FIFTY DOLLARS ($350.00) **PER MACHINE** (Complete with one Knife, Skewer, Meat Shovel and Drip Pan.), receipt of which is hereby acknowledged. Upon CUSTOMER’S return of the subject PROPERTY, as stated in paragraph 5 below, WFH shall promptly return the Security Deposit to CUSTOMER less any charges for damage to PROPERTY or unreturned components, as described in Annex A.
2. **Freight**. Customer is responsible for the out-bound transportation costs of the machine, in the amount of FIFTY DOLLARS ($50.00) **PER MACHINE**. Receipt of which must accompany this agreement. The FIFTY DOLLAR ($50.00) freight charge does **NOT** apply to Hawaii or Alaska and freight charges for delivery to those locations will be billed as incurred.
3. **Repair and Maintenance.** WFH shall provide **parts** based on the warranty for the length of the Festival but not to exceed three (3) months. Maintenance of the machine is the CUSTOMERS sole responsibility.
4. **Cancellation.** Either WFH or CUSTOMER may cancel this Agreement at any time. Upon, cancellation by either party, the PROPERTY must be returned to WFH within ten (10) days.
5. **Return of Property.** CUSTOMER shall, within ten (10) days of 1) the end date of the Festival, 2) cancellation of this agreement or 3) demand by WFH, return the subject PROPERTY to WFH at WFH’s address indicated in Annex A, at CUSTOMER’s expense. If the subject PROPERTY is not returned as stated above, or if said PROPERTY is lost, stolen, sold or transferred to a third party without the written consent of WFH, CUSTOMER agrees to pay, upon notice by WFH, the replacement cost of the un-returned property, less any Security Deposit held by WFH.
6. **Installation.** Installation of the subject PROPERTY is the sole responsibility of CUSTOMER. Further, installation must meet all Federal, State, and Local code requirements.
7. **Location of Property.** CUSTOMER agrees that the subject PROPERTY shall at all times be kept at the CUSTOMER address indicated herein, or at any other address agreed to by WFH in writing.
8. **Title.** Title to the subject PROPERTY shall ***at all times*** remain with WFH, and CUSTOMER agrees not to sell, encumber or in any way convey the PROPERTY.***CONTACT INITIALS \_\_\_\_\_\_\_***
9. **Indemnification.** WFH or its agent(s) are not liable for damages to CUSTOMER or to third parties caused as a result of CUSTOMER’S use of the subject PROPERTY and CUSTOMER agrees to indemnify and hold WFH harmless from any claims, demands or lawsuits brought against WFH or it agent(s) arising out of the use or operation of the PROPERTY by CUSTOMER.
10. **Illinois Courts.** CUSTOMER consents and submits itself to the jurisdiction of the courts of the State of Illinois to settle and dispose of all disputes arising from the provisions of this Agreement.
11. **Qualifying Condition.** There is no charge to CUSTOMER for the use of the subject PROPERTY. In return, however, CUSTOMER is expected to purchase from WFH or its Distributor at a **minimum,** 20 pounds of GRECIAN DELIGHT OR KRONOS branded Gyros Cones per day for each day of the Festival as indicated in this agreement. This requirement of 20 pounds per day is a separate requirement for **each** machine. Proof of purchase may be required upon request for any parts shipment.

This Loan Agreement shall be binding only if executed on behalf of WFH at its principal office in Elk Grove Village, Illinois by an officer of WFH.

 **GRECIAN DELIGHT | KRONOS FOODS CUSTOMER**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX A**

**WORLD FOOD HOLDINGS FESTIVAL PROGRAM FOR**

**BROILER MACHINES**

1. Kronomatic LP machines are available for loan for the length of the festival**. Machines must be returned within ten (10) days of the festival end date.**
2. All returns are to be sent to:

Grecian Delight | Kronos Foods

c/o Optimal Automatics

120 Stanley Street

Elk Grove Village, IL 60007

1. A security deposit of $350 **PER MACHINE** is required for festival machines*.* ***This check will NOT be deposited unless: 1) PROPERTY is not returned within ten (10) days of the Festival End Date or 2) PROPERTY is returned in poor condition as described below***. Upon receipt of returned machine(s), to the address indicated above, which are clean and in good working order with all parts intact, WFH will return the CUSTOMER’s check to the CUSTOMER address above.
2. Charges for restoring and/or repairing machines that are: 1) not clean or 2) not in good working order or 3) missing parts, will be applied as follows:

Cleaning $50.00

Repairs start at $75.00

Missing Skewer $55.00

Missing Drip Pan $45.00

Missing Drip Pan Cover $35.00

Missing Meat Shovel $45.00

Missing Hose and Regulator $70.00

If WFH finds it necessary to charge the CUSTOMER for any of the above items, the CUSTOMER’s security deposit check will be deposited, applied to the balance due, and any amount remaining from the original security deposit will be reimbursed to the CUSTOMER by check.

1. Machines are shipped via UPS. The customer is responsible for both the $50 outbound shipping charge and customer is also responsible for arranging and paying for the freight back to WFH’s address as listed in section 2 of Annex A.
2. Two weeks lead-time is necessary from order placement to order shipment of any festival machines.
3. The following information is needed at placement of order:

Customer Name:

Customer Contact:

Distributor Name:

Customer Address:

Customer Phone:

Festival Start and End dates: