

# EQUIPMENT LEASE POLICIES

# Equipment Leases

**GETTING STARTED.** The Shamrock Group focuses on systems — that is, giving our customers everything required — product **and** equipment.

Yes, you can buy your equipment if you so choose. But to lease is to place the upkeep, maintenance and repair in our hands, which frees you to do more important things, like ensuring excellent guest service.

Your Shamrock Group Account Manager will help you determine your needs, at which point, you will sign an Equipment Lease Agreement.

**60-MONTH AGREEMENT.** What you receive with your 60-month contractual agreement:

- Installation of all required equipment, on a time and materials basis, plus truck charge.
- All maintenance and repairs are our responsibility. We do not charge a truck charge when we come out to service your rental equipment.
- Net 30 days on invoices.

**GENERAL TERMS.** After the 60 months, you can renew your Agreement for another 60 months.

- If it is determined, pre-installation, that a plumber and/or electrician is required, it is your responsibility to have these professionals on site at date/time of equipment installation, and at your expense.
- Should there be a lapse in the Agreement renewal, lease is on a month-to-month basis — but with none of the initial Agreement benefits. You'll pay your rent, but any repair and/or maintenance needed will be invoiced to you on a time and materials basis, plus truck charge. If you renew your contract, all Agreement benefits resume.

**MAINTENANCE AND CUSTOMER RESPONSIBILITIES.** The Shamrock Group maintains an extremely high standard of maintaining our rental equipment, which we own and possess the title to. You have our assurance on this. Having said that, we lease the equipment to you, **as is**.

- We ask that you respectfully maintain the equipment in good working order.
- We acknowledge that there will be ordinary wear and tear on the equipment, but to the best of your ability, please protect the equipment from damage.
- If there's a discrepancy in proper equipment maintenance and the Shamrock Group must service it due to a malfunction:
  - You will be charged for the labor at a time and materials basis plus a truck charge.
  - If we need to install any missing parts, you will be billed for them.

**EQUIPMENT LOCATION AND TRANSPORT.** You must keep and use the equipment only at the address as stated in the Lease Agreement — and in the position that was agreed upon at time of installation.

- With respect to any physical movement of the equipment: Only Shamrock Group can do this, as it is our property.
- Any equipment transport is billed at time and materials, plus truck charge. This includes:
  - A temporary move within the address as stated on the Lease Agreement, such as remodeling or structure repairs.
  - A different site not stated on the Lease Agreement requires approval from your Account Manager.

**INSURANCE.** You agree to the following:

- Keep the equipment fully insured against loss for the entire duration of the Lease Agreement.
- Obtain a general public liability insurance policy and to include Shamrock Group as a named insured on the policy.
- Provide us certificates of insurance or other evidence of insurance acceptable to us, before the Lease Agreement term begins.

**EQUIPMENT LIABILITY.** The Shamrock Group cannot be held liable for any losses or injuries caused by the use of the equipment.

- Per the Lease Agreement, you agree to reimburse us for and to defend us against any claims for losses or injuries caused by the equipment, except for those losses or injuries caused solely by our negligence.

**TAXES AND FEES.** Taxes and fees are your responsibility.

- When due, you agree to pay taxes, fees, fines and penalties relating to the Lease Agreement.
- If Shamrock Group pays any of the above for you, you agree to reimburse us on demand.

**DEFAULT.** You are in default of your Lease Agreement when:

- You do not pay your rent on time.
- If you are not properly exercising all the details explained in your Lease Agreement.
- If you default, Shamrock Group has the following rights:
  - Require that you pay the sum of the remaining payments on the Lease and return the equipment to us.
  - Use any of the remedies available to us under State and Federal law.
  - You agree to pay the cost of all fees related to a Repossession, including legal fees.

# Beverage Program

**EQUIPMENT AND BEVERAGES.** When initiating a beverage program with us where you will be under contract for both the equipment and the beverages you buy, you will select from our post-mix and ready-to-pour consumable products, all of which are listed on pages 7-13. You will agree to the Opening Order.

- Once you've established what beverages you're buying, the Shamrock Group will assemble all the necessary components for installing your beverage dispensing system. Refer to pages 15-16 for this equipment.
- If we are installing any beverage dispensing equipment that will be linked to *existing* beverage line, Shamrock Group works only with line that is less than 15 years old.
- If the beverage line is older, it most likely will be replaced; you are responsible for all costs, including labor, parts and truck charge.
- If you want our beverage dispensing equipment to be connected to any beverage line that is older than 15 years old, a service call fee will apply if it's determined that the cause of a system malfunction is associated with the old beverage line.
- Any delivered product that is returned must be done so within 30 days of purchase; you will incur a 15% restocking fee. Past 30 days, product is unreturnable.
- If after delivery, you note any packaging damage that would affect what you expect to pour, please contact your Shamrock Group Account Manager.
- Should you opt to change a beverage flavor, charges will go one of two ways: 1) For all flavors not requiring a new line, you will incur a truck charge only for the labor involved to make the change. 2) For those flavors that require running new line\*, we will do the necessary work during *standard* hours. You will incur time and materials charges, plus the truck charge.



**Equipment Lease**  
**60-Month Agreement**

New  Renewal

**Beverage Dispensing**

Account Number

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Business Legal Name (Lessee) \_\_\_\_\_ Business Phone \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

County \_\_\_\_\_ Date of 1<sup>st</sup> Payment (To be completed by Shamrock Group) \_\_\_\_\_

Email \_\_\_\_\_ Lessee Cell \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Lease Payment	\$ _____	Payment Schedule	
		Advance Rental Payment(s)	At \$ N/A
Sales Use Tax	\$ _____	Remaining Monthly Payments	60 At \$ _____
Total	\$ _____	If final payment is irregular	_____ At \$ _____

**Equipment Description**

Soda Guns: Quantity: \_\_\_\_\_ # of Buttons: \_\_\_\_\_ Comment: \_\_\_\_\_

BIB Rack w/ Pumps: Quantity: \_\_\_\_\_ Dimensions: \_\_\_\_\_ W x \_\_\_\_\_ H

Beverage Line: # of feet: \_\_\_\_\_ Comment: \_\_\_\_\_

Big Mac Carbonator/K-Way Unit: Quantity: \_\_\_\_\_ Comment: \_\_\_\_\_

**Additional Provisions**

Installation billable at time and materials, plus truck charge.  
Customer responsible for all plumbing and electrical needs.  
Customer must purchase all beverage from Shamrock Group, as per Product Requirements Agreement.

**Equipment Location**

Same as above

Full address: \_\_\_\_\_

**GUARANTY** I guaranty that the Lessee will make all Lease payments and pay all the other charges required under the Lease when they are due and that the Lessee will perform all other obligations under the Lease fully and promptly. I also agree that you may make other arrangements with the Lessee and I will be responsible for those payments. You do not have to notify me if the Lease is in default. If Lessee defaults under the terms of the Lease, I will immediately pay in accordance with the default provisions of this Lease, all sums due under the original terms of the Lease. In case suit shall be brought because of the breach of any agreement contained in this guarantee, and a breach is established, the prevailing party shall be entitled to recover all expenses incurred therefore, including reasonable attorney's fee. This guaranty shall be governed and construed in accordance with the laws of the State of Minnesota. I consent and submit to the jurisdiction of the courts of the State of Minnesota for purposes of enforcement of this guaranty. I specifically waive the right to claim against the holder of this guaranty or the Lease agreement the defense of impairment of collateral.

THIS LEASE IS NONCANCELABLE

Lessee (Print Name)	Lessee (Signature)	Date	
Shamrock Group Account Manager (Signature)		Date	

**BEVERAGE PURCHASES ONLY.** If you own your own equipment and want to purchase our beverages only, you will be charged labor, parts and a truck charge if you need repair on the system. Labor charges depend on when you request service. Should you use our virtual repair (telephone call) option if it's available, you will be charged in 30-minute increments.

\* Flavors requiring new line installation include Root Beer, Pibb Xtra, Dr. Better, Cherry Cola, Strawberry and Grape sodas.

# Ware Washing Program

**EQUIPMENT AND CHEMICALS.** When initiating a ware washing program, you can choose a complete package that includes both chemicals and leasing ware washing equipment, or chemicals only if you own your own equipment. Either way, your chemical options for dish washing, glass washing, heavy-duty specialty chemicals, janitorial and hand soaps are listed on pages 29-38. Shamrock Group sells both Sunburst chemicals and our own private-label ware washing chemicals.

- We require you sign a **Ware Washing Lease Agreement** form if you opt to lease any ware washing equipment from us.
- You will work with your Account Manager to determine installation details.
- You must agree to dispense only chemicals you purchase from us, as per the Ware Washing Program Agreement. Should you violate the terms and hook up a competitor's product(s), you are subject to a penalty fee.
- Using unauthorized chemicals nullifies the Agreement, which grants the Shamrock Group the right to remove your leased equipment.
- Included in the Ware Washing Program is a proactive service we provide, where we schedule a technician to conduct a routine inspection on all equipment and chemicals to ensure peak performance.
- All Platinum customers using Sunburst solid chemicals receive dispensers at no charge.
- It is your responsibility to properly maintain all systems that affect the effectiveness of using our chemicals:
  - Water softener
  - Water heating capabilities
  - Plumbing and electrical

**CHEMICALS ONLY.** If you own your ware washing equipment, and want to purchase only chemicals from us, we will present you with a **Ware Washing Product Agreement** form.

- Should you want us to service your equipment, we will charge you based on time and materials, plus a truck charge. However, we will provide, at no charge, the basic services needed to ensure your equipment is working properly with our chemicals, including calibration, pressure checks, lubrication and checking pumps for leaks.
- Should you ever decide to discontinue purchasing chemicals from us, we require a 60-day written notice.



**Ware Washing Program**  
Chemicals and Equipment  
**60-Month Agreement**

New     Renewal

Account Number:

Date: \_\_\_\_\_ Business Legal Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

County: \_\_\_\_\_ Email: \_\_\_\_\_

Lessee Cell: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

1. All Systems have been installed to Customer's satisfaction.  Yes  No

2. Restaurant personnel have been trained on product and system requirements.  Yes  No

3. Service guidelines have been established and explained to Customer.  Yes  No

4. Service phone numbers have been posted and provided to management.  Yes  No

5. Material Safety Data Sheet(s) have been given to management.  Yes  No

**Rental Equipment Agreement**

Customer agrees that only Shamrock Group authorized products will be dispensed through the designated ware washing rental equipment. Failure to use only Shamrock Group chemicals will constitute a breach of this Agreement and grants Shamrock Group the right of immediate removal of the equipment listed below.

Shamrock Group further reserves the right to remove equipment should it become damaged due to Customer neglect or abuse. Any damage due to Customer neglect or abuse will be the responsibility of the Customer. If rental equipment is not returned to Shamrock Group upon request, Customer will be responsible for compensating Shamrock Group for the equipment at the value indicated below.

List of Rental Equipment			
Manufacturer Model	Serial Number	Value	Installed
1. _____ High Temp Dispensing System	_____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. _____ Low Temp Dispensing System	_____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. _____ Presoak Dispenser	_____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. _____ Dilution Station	_____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. _____ Other	_____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. _____ Other	_____	\$ _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

This agreement shall be binding on Customer's successors and assigns, unless otherwise agreed to in writing. By signing below, the parties hereby agree to all terms of this Agreement.


Accepted by Shamrock Group Accepted by Customer

Shamrock Group Account Manager Date Authorized Signee Date

# Ice Maker and Bin Rentals

When initiating an ice machine rental program, the Shamrock Group will supply you with a reconditioned ice maker that is in excellent working order and meets or exceeds the Minnesota Health Department requirements.

- You will work with your Shamrock Group Account Manager to determine what capacity of ice machine (and bin, if applicable) you need, prior to your signing the Product Lease Agreement. Your Shamrock Group will work with you to ensure installation is well planned for and seamless, as every one of our installations starts by asking all the pertinent questions via the Ice Maker Installation Form.
- In the event your leased ice maker is malfunctioning and you are low on ice, you can place an order for ice we will deliver to you until we can dispatch a service technician to repair the machine. The ice is free of charge, but you pay the delivery fee.
- All lease payments must be current to receive both the complimentary ice and/or service, should the leased ice maker malfunction.
- If water conditions are such that we must install a water cleaning system, you also must pay for the lease of this cleaning system, **including the cost of system installation and any replacement filters. This lease, too, must remain current to receive both the complimentary ice and/or service.**
- Should your 60-month Agreement expire, you do not receive the benefit of complimentary ice (if needed) until you re-sign for another 60 months.
- You are responsible to conduct all FDA-recommended cleaning and sanitizing protocols. Refer to pages 47-48 for all details.



**Shamrock Group**  
Since 1945

**Ice Maker**  
Equipment Installation Checklist

Account Number

Date \_\_\_\_\_ Business Legal Name \_\_\_\_\_  
Business Phone \_\_\_\_\_ Business Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Contact \_\_\_\_\_ Email \_\_\_\_\_  
Contact Cell \_\_\_\_\_ Date for Installation \_\_\_\_\_ Time Frame \_\_\_\_\_  
Who is to be present at installation: \_\_\_\_\_  
Estimated time needed for installation: \_\_\_\_\_ When can we get in? \_\_\_\_\_  
Additional Comments \_\_\_\_\_

1. Is ice maker here? <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Correct power supply, proper water and drain lines 6ft within ice unit? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. If not, unit on order? <input type="checkbox"/> Yes <input type="checkbox"/> No	8. Are we installing water filters? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. If used, has unit been checked out? <input type="checkbox"/> Yes <input type="checkbox"/> No	9. Ice maker/bin fit through all doors? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Storage bin with unit? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. Any stairs? <input type="checkbox"/> Yes <input type="checkbox"/> No _____
5. New bin: Adapter plates required? <input type="checkbox"/> Yes <input type="checkbox"/> No	11. Disconnecting an old unit? <input type="checkbox"/> Yes <input type="checkbox"/> No
6. Used bin: Has it been checked out? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. If yes, are we bringing back with us? <input type="checkbox"/> Yes <input type="checkbox"/> No

Detailed drawing of ice maker location:  
\_\_\_\_\_  
\_\_\_\_\_

# Gas Programs

Similar to beverages and chemicals, you can enter into an agreement for both product *and* equipment or product only. If you buy only gas from us but want us to repair your equipment, you will be charged for labor, parts and truck charges.

**BULK CO<sub>2</sub>.** Shamrock Group can custom design a Bulk CO<sub>2</sub> system specific to your needs.

- If you are initiating both a Beverage and Bulk CO<sub>2</sub> program, the Product Requirements Agreement is where it starts, with you and your Account Manager estimating the number of pounds of CO<sub>2</sub> you'll go through on an annual basis, in addition to the number of gallons of beverage per year.
- This package includes a bulk tank, fill box, service lines, regulator and CO<sub>2</sub> leak indicator, which we will install on a time and materials basis, plus truck charge, should more than one truck be required to complete the Beverage/Bulk CO<sub>2</sub> installation.
- This package requires that you always have a CO<sub>2</sub> backup cylinder on premise at all times, which you rent from us on a monthly basis.

**BEER GAS SYSTEM.** Shamrock Group can also custom design a Beer Gas System specific to your needs. Most systems fall into one of two designs:

- **Pure N<sub>2</sub> Package.** Includes a twin blender, two regulators, changeover valve, CO<sub>2</sub> leak indicator, with an unlimited keg capacity. This package requires that you always have a Nitrogen backup cylinder on premise at all times — which you rent from us on a monthly basis.
- **N<sub>2</sub>U Package.** Includes a MilCarb Nitrogen Generator, changeover valve and CO<sub>2</sub> leak indicator. This package requires a Nitrogen twin blender, which you can rent from us or buy your own.

**LIQUID NITROGEN SYSTEM.** The newest addition to our line of gas products and programs is Liquid Nitrogen, used for specialty drinks, special effects and nitrogen popcorn. We currently provide two options, depending on the amount of LN<sub>2</sub> needed:

- **Dura-Cyl MP180 LN<sub>2</sub> Storage Tank.** Rent the low-pressure 180-liter storage tank on a monthly basis. When you are running low, call us and we'll exchange out the empty tank for a filled one. You pay for the fill and the delivery charge — Routed or Non-Routed, depending on when you call for the exchange.
- **10-Liter Vacuum-Jacketed Container.** Same comments as above apply (Dura-Cyl tank) to the 10-liter container when you rent from us.

