



**USA ADVANTAGE
Dispenser Lease Agreement
USA HOSPITALITY, Inc.**

Start Date: _____
End Date: _____
Agreement #(if applicable): _____

Thank you for choosing USA Hospitality, Inc. dispensers and refills for your facilities!

You have selected the winning solution for enhanced image, performance, hygiene and cost savings.

To indicate your acceptance of this USA Advantage Dispenser Agreement, including the general terms and conditions, please sign below.

Your company (the "End Customer") will continue to use the USA Hospitality, Inc. dispensers ("Dispensers") with the USA Hospitality, Inc. refills recommended for each Dispenser ("Refills"), for the term set forth in this Agreement.

There is **NO COST** for these dispensers as long as your company (the "End Customer") keep using our refills.

If you choose to discontinue use of the Refills before the end of the Agreement, you agree to reimburse USA Hospitality, Inc. within 30 days for any Dispensers you remove or stop refilling with the Refills and USA Hospitality, Inc. may demand the return of the Dispensers.

Reimbursement rates (per dispenser) are as follows:

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

All costs incurred in removing the Dispensers and restoring your property to its original condition shall be your responsibility.

USA Hospitality, Inc. guarantees the performance of the Dispensers. If there is a defect with one of the Dispensers supplied under this Agreement during its lifetime, USA Hospitality, Inc. will repair or replace the Dispenser free of charge, provided that the Dispenser was properly installed, utilized as directed, and supplied continuously with the respective recommended USA Hospitality, Inc. Refills. USA Hospitality, Inc. will not accept responsibility for the results of normal wear and tear, misuse or vandalism.

If you discontinue use of the USA Hospitality, Inc. Refills in the Dispensers for any reason after the term of this Agreement, USA Hospitality, Inc. may demand the return of the Dispensers and all costs incurred in removing the Dispensers and restoring your property to its original condition shall be your responsibility.

USA Hospitality, Inc. shall retain ownership of the Dispensers supplied under this Agreement.

NOTE: Agreements are not in effect until approved by USA HOSPITALITY, Inc. and an executed copy returned to End User by electronic or regular mail.

Agreements not signed within 45 days of document created are subject to cancellation.

Dispenser Information

Dispenser SKU	Description	Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

End Customer/Distributor Information

End Customer _____
End Customer # _____
Address _____
City _____
State/Province _____
Zip _____
Phone _____
Distributor Name _____
Number _____
Distributor Contact _____
Current Status _____

I/We have read the USA Hospitality, Inc. Dispenser Lease Agreement, including the USA Advantage terms and conditions, and agree to its terms.

End Customer Signature

Date

Print Name

Title

Distributor: 1. Please email scanned Agreement to admin@usahospitality.com, or fax signed Agreement to 407-386-9798, then mail original to USA Hospitality, Inc., Attention: Dispenser Administrator, 11505 Satellite Blvd, Orlando, FL 32837
2. Place Agreement # (if applicable) on purchase order and send to assigned Customer Service Representative



USA ADVANTAGE GENERAL TERMS & CONDITIONS

1. ENTIRE AGREEMENT: This Dispenser Lease Agreement together with these General Terms and Conditions (together, the "Agreement") constitute the entire Agreement between the parties regarding the subject matter and supersedes all prior Agreements, whether oral or written, regarding such subject matter. No change in, or departure from the provisions of this Agreement shall be valid unless approved in writing by USA Hospitality, Inc. No course of dealing or usage of trade shall be applicable to the Agreement.

2. OWNERSHIP: The dispensers (the "Dispensers") loaned or subleased by USA Hospitality, Inc., (together with its affiliates, "USA Hospitality, Inc."), or its Distributor under this Agreement shall remain the property of USA Hospitality, Inc. The End Customer shall use the Dispensers strictly in accordance with the terms of this Agreement and shall not loan, lease, sell, pledge, mortgage, use as collateral or otherwise dispose of the Dispensers. The End Customer shall permit USA Hospitality, Inc. and its distributors and their agents to have access to the Dispensers during regular business hours for the purpose of inspecting, repairing, modifying, exchanging, or removing the Dispensers. The End Customer acknowledges and agrees that Dispensers shall not become fixtures and shall take such steps as USA Hospitality, Inc. may reasonably request to protect USA Hospitality, Inc.'s ownership interest in the Dispensers, including granting permission to USA Hospitality, Inc. and its agents to enter End Customer premises for the purpose of removing the Dispensers in the event of termination of the Agreement for any reason.

3. RESTRICTED USE: The End Customer shall use the Dispensers solely for the purpose of dispensing, under the respective trademarks, the related USA Hospitality, Inc. refill products, including USA Hospitality, Inc.'s products (collectively, "Refills"). The use of any product in the Dispensers other than the Refills is strictly prohibited. The End Customer shall not remove or permit others to remove from the Dispensers any parts, labels, trademarks, names, logos, or other markings, or to tamper with, alter, or add devices to the Dispensers in any manner whatsoever.

4. WARRANTY; REMEDIES; LIMITATION OF DAMAGES: OTHER THAN THE LIMITED WARRANTY/GUARANTY EXPRESSLY SET FORTH IN THIS AGREEMENT, SCA AND ITS DISTRIBUTOR DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE DISPENSERS. Upon discovery of any defect subject to this limited warranty/guaranty, the end customer must immediately report to USA Hospitality, Inc. or its distributor the nature of the defect(s) and the location of the defective dispenser(s). If USA Hospitality, Inc. determines that defects in workmanship or material exist in any Dispenser, USA Hospitality, Inc. shall, at its option, either repair the defects or replace the Dispenser. The End Customer expressly acknowledges and agrees that the remedies stated herein are the sole and exclusive remedies to which the End Customer is entitled for defects in material or workmanship under the limited warranty/guaranty. The End Customer agrees that it shall be responsible for all maintenance and repair of the Dispensers and all costs and expenses related thereto other than items covered by the limited warranty/guaranty. Neither USA Hospitality, Inc. nor its Distributor shall be liable for any losses, damages, costs or expenses resulting from improper installation, improper use, vandalism, abuse or removal of the Dispensers and the warranty/guaranty shall be voided in the event the End Customer uses products other than the Refills in the Dispensers. In no event shall either USA Hospitality, Inc. or its Distributor be liable to the End Customer for indirect, consequential, incidental, special or punitive damages, including but not limited to lost profits.

5. REPOSSESSION: Within thirty (30) days of demand by USA Hospitality, Inc., the End Customer shall permit USA Hospitality, Inc., its distributor, or their agents to enter the End Customer's premises during regular business hours and remove the Dispensers at USA Hospitality, Inc.'s or its distributor's expense.

6. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard to the conflict of laws principles.

7. ASSIGNMENT: The End Customer may not assign its rights or obligations under the Agreement without prior written consent of USA Hospitality, Inc. USA Hospitality, Inc. shall have the right, without End Customer's consent, to assign USA Hospitality, Inc.'s rights, title and interest under this Agreement to any entity owned or controlled by USA Hospitality, Inc., or under common ownership or control with USA Hospitality, Inc., or to any successor in interest.

