

DISPENSER SUBLEASE AGREEMENT

PLACEMENT/SUBLEASE DATE

		DISTRIBUTOR	INFOR	MATION			
DISTRIBUTOR NAME Fikes Puget Sound, Inc.				CUSTOMER NUMBER			NUMBER
DSR		ADDRESS					
P.O. Box 941							
ELEPHONE						STATE	ZIP
(800) 900-1083			Kent			WA	98035
		END USER IN	IFORM	ATION			
BUSINESS NAME	LOCATI	ON NAME					
ADDRESS							
CITY		STATE			ZIP		
CONTACT NAME							
FELEPHONE		E MAIL					
()							
		BUSINE	SS TYF	PE			
C-Stores	Entertainment/High Usage Grocery						
—	Contract Cleaner				Food Processing		
☐ Health Care		Office Building			☐ Education		
☐ Food Service		Lodging			☐ Retail (Malls, etc.)		
						(,	,
	DISPEN	DISPENSER SKU		QUANTITY			
-							
-							
	AP	PROVAL OF SUB	LEASE	AGREEMENT			
DISTRIBUTOR SIGNATURE			END USER SIGNATURE				
ACKNOWLEDGMENT DATE			ACKNOWLEDGMENT DATE				

NOTE! THIS IS SUBLEASE, NOT A SALE! SEE REVERSE FOR SUBLEASE TERMS AND CONDITIONS

Georgia-Pacific is providing this Dispenser to You through the Distributor.

Properly executing and registering this Sublease with Georgia-Pacific is necessary to grant the Sublease and activate the warranty.

Fax to GP Marketing Services at 1-877-329-4767 to activate the Sublease and warranty.

SUBLEASE

1. The Distributor named on the reverse page ("Distributor") subleases the Dispenser(s) listed on the reverse page ("Dispensers") to the end user listed on the reverse page ("You"). The Sublease for each Dispenser begins when it is installed ("Effective Date") and continues for an initial period of five (5) years, and, unless otherwise terminated, will continue on year-to-year basis thereafter.

GP Ownership of Dispensers

2. Georgia-Pacific Consumer Products LP ("GP") owns the Dispensers and leases them to Distributor. GP is a third party beneficiary of this Sublease. Distributor has been authorized to sublease the Dispensers. Despite any payment You may make, You do not own or have, and will not claim, any ownership rights in the Dispensers. You are authorized to use the Dispensers only as permitted in this Sublease. You may not sublease, sell, transport, transfer or otherwise dispose of the Dispensers without GP's written consent.

Requirements For Use

- 3. You will permit GP, Distributor and their agents reasonable access to the premises where the Dispensers are located during regular business hours for the purpose of inspecting, repairing, modifying, exchanging or removing the Dispensers.
- 4. (a) You may only use the Dispensers for the sole purpose of dispensing, under GP trademarks, GP branded towels, tissue, soap, air freshener or other sanitary dispensed products (collectively "Products") authorized for use in the Dispensers, and (b) unless otherwise approved by GP, those Products must be purchased from Distributor. Violating any term of this Section 4 is a material breach of this Sublease and will void the warranty.
- 5. You will not (nor permit others to) (a) remove from the Dispensers any parts, labels, trademarks, names, logos or other markings, or (b) tamper with, alter, or add devices to the Dispensers in any manner without GP's written consent.

Warranty and Repair

- 6. The Dispenser will be free from defects in workmanship and materials under normal use with conforming Products for five (5) years after the Dispenser is installed; provided, however, Distributor or You will, promptly after discovering any alleged defect, report in writing to GP the location of the allegedly defective Dispenser, the nature of the defect, and the date of the installation. Other than this warranty, GP and Distributor disclaim all other warranties with respect to the Dispensers, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.
- 7. If GP determines that defects in workmanship or material exist in any Dispenser, then GP will, in its sole discretion, either repair the defects, provide replacement parts or replace the Dispenser. The remedies stated herein are the sole and exclusive remedies to which You are entitled for defects in material or workmanship under the warranty in Section 6. Neither the initial lease term nor the warranty under Section 6 will renew when GP replaces a Dispenser under this Section 7 (or for any other reason), but continues from the date the initial Dispenser was installed. Except for the repair or replacement remedy in this Section 7, You will be responsible for all other Dispenser maintenance and repair and all related costs.
- 8. Neither GP nor Distributor will be liable for losses, damages, costs or expenses resulting from (a) Your or any other third party's improper installation, improper use, or abuse of Dispensers, or (b) use of products not authorized by GP for use in Dispensers. Neither GP nor Distributor will be liable to You, under any legal theory or cause of action at law or in equity, for indirect, consequential or incidental damages with respect to (a) the limited warranty in Section 6; (b) the corresponding remedy in Section 7; or (c) for any other damages or remedies of any kind beyond those provided in this Sublease.

Right of Removal and Repossession of Dispensers

9. The Dispensers will not become fixtures when installed, and You will not (a) encumber nor (b) allow liens to attach to the Dispensers. If You violate any of the terms or conditions hereof, or upon GP's or Distributor's notice of termination, then within thirty (30) days from Your receipt of GP's or Distributor's notice thereof, You will either (a) permit GP, Distributor, or their agents to remove the Dispensers from the premises during regular business hours at GP's or Distributor's expense; or, (b) return the Dispensers at Your expense to the party making the demand. If You fail to comply as provided in this Section within the thirty (30) days, GP, Distributor, and their agents, may enter Your premises at any time(s) during regular business hours to remove the Dispensers without incurring liability for any damage to the premises that was reasonably necessary for such removal. The terms of this Sublease are subordinate to the Master Lease Agreement between Distributor and GP and is governed by Georgia law. You may only place Dispensers in Your locations in the United States.

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