



HVAC
REFRIGERATION
KITCHEN EQUIPMENT
ICE MACHINE LEASING
BEVERAGE SYSTEMS

TWC Services, Inc.
6200 Scout Trail
Des Moines, Iowa 50321

Equipment Lease Agreement

TWC SERVICES, INC. herein called "Lessor," hereby leases to Paseo
herein called "Lessee," the machinery, equipment or other property described below, installed at location listed below:

Lessee Mailing Address:

Lessee Equipment Location:
Tiki Hut
11611 Paseo Grande Blvd
Fort Myers, FL 33912

Phone:

Phone:

Equipment:

Manufacturer	Model	Description	Serial Number
Hoshizaki	KM-1100MAJ	Ice Machine	TBD
Hoshizaki	B-700SF	Ice Bin	TBD
Hoshizaki	HS-2034	Bin Adaptor	NA

General Terms of Agreement:

Additional terms and responsibilities of lessor and lessee are listed on page two of this agreement.

Number of Months	60
Agreement Start Date:	TBD

Monthly lease amount , plus applicable sales tax: \$425
 Upon signing payment is required in the sum of: \$905.25
 (which includes first month's lease, and security-deposit)
 An expedited freight charge, if applicable, of \$0 is also required upon signing

Installation, Service and Maintenance included as follows:

•Installation:

TWC Services will deliver and install the leased equipment during normal working hours, provided adequate capacity services for water, drain and electrical are available within (6) six unobstructed feet of equipment location. Lessee agrees to maintain environment surrounding water supplied equipment in a temperature range above 35 and below 95 degrees Fahrenheit.

•Repairs:

TWC Services will provide all repair services, at no additional cost to lessee, required to maintain normal operation of equipment.

•Maintenance:

TWC Services will provide scheduled planned maintenance, two times each year, at no additional cost to lessee, during regular business hours, 8:00 am to 5:00 pm, Monday through Friday.

The Equipment shall be located at above firm address unless otherwise agreed in writing by Lessor and shall not be removed without the prior consent of Lessor.



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Terms and Conditions

1. LESSEE agrees to keep and perform all of the terms and conditions of this lease as follows:
- (a) To provide suitable electric outlets of adequate capacity, clean potable water supply suitable for making ice, and suitable floor drain within (6) unobstructed feet of the location of each unit. It is the responsibility of the LESSEE to properly maintain these services in good working order, including water filtration if necessary, during the entire term of this lease at LESSEE'S expense.
 - (b) To pay the lease payment at the times and manner as outlined in this agreement.
 - (c) To use reasonable care in the operation of said units and to prevent injury, waste, damage to or destruction of said units.
 - (d) To be liable for any and all loss or damage to the equipment, or any part thereof, from the time it is delivered to the premises of LESSEE and as long as it remains in the possession of the LESSEE. LESSEE shall during lease term maintain insurance in a minimum amount equal to the total price of this contract upon said equipment for the benefit of LESSOR and its assigns, as their respective interests may appear against any loss or damage to the equipment caused by the theft, wind, fire and those risks usually included in extended coverage endorsements to fire insurance policies. Evidence of insurance shall be provided by Lessee upon request by Lessor.
 - (e) Not to move or change the location of said units or to tamper with any of said equipment.
 - (f) To permit LESSOR or its agent to enter the premises where said units are installed during normal business hours to maintain, repair, or to view and inspect said units.
 - (g) To indemnify LESSOR against and hold it harmless from any and all claims for injuries to persons (including death) or damage to property resulting from the operation, use and maintenance of said units.
 - (h) At the conclusion of the original lease term, this lease will automatically renew on a month to month basis. After the original term of the lease has expired, Lessee agrees to provide 30 days notice to Lessor of their intent to terminate the lease. Upon termination of the lease, Lessee agrees to deliver up possession of said units in their original condition, subject to usual and normal wear.
 - (i) Not to assign, transfer, sublet, mortgage, or otherwise encumber this lease or the equipment leased hereby.
2. If LESSEE defaults in the performance of any of the terms of this agreement and such default continues for a period of (5) days after written notice has been provided to LESSEE, then LESSOR, at its option, may declare the lease payments for the unexpired term of this lease to become immediately due and payable and / or LESSOR may cancel this lease and hold LESSEE liable for unpaid lease payments together with all damage, loss, and expenses suffered by LESSOR as a result of LESSEE'S default. In the event of LESSEE'S default, LESSOR, its agents or assigns, may without legal process and without notice to or any liability therefore, enter into any premises of or under the control of LESSEE and repossess said units.
3. If legal proceedings are brought by either party to enforce the terms of this agreement, then the prevailing party shall be entitled to recover reasonable attorney fees, together with all costs, charges and expenses from the non-prevailing party.
4. LESSOR guarantees all parts free from defects and normal wear and tear for the duration of lease.
5. LESSOR warrants the installation, maintenance, and repairs of the leased equipment covered under this lease, however, damages that result from water leaks or any other damages resulting from Lessor's installation, maintenance, or repairs of the equipment are limited to \$5,000 per occurrence.
6. Title to the above described equipment shall at all times hereafter remain in the name of TWC SERVICES, INC. an Iowa Corp., until such time as title is transferred by contract between the parties or operation of law. This is not a Lease Purchase agreement.
7. This instrument, which contains the entire agreement between the parties hereto, shall inure to the benefit of any assignee or transferee of LESSOR.

Lessor:

TWC SERVICES, INC.

(Lessor Signature)

Scott Buckley

(Lessor Print Name)

(Date)

Lessee:

Paseo

John E. Lindsey
(Lessee Signature)

John E. Lindsey
(Lessee Print Name)

6-28-24
(Date)