

111 South Church St.  
Lexington, SC 29072



(803) 359-3311  
1-800-533-3904  
fax (803) 359-6907

**ICE MERCHANTISER LEASE AGREEMENT**

Lessee agrees to purchase a minimum of 500 bags of ice per year. If less than 500 bags of ice are purchased per year, the lessee agrees to pay merchandiser rental in the amount of \$200.00. This rental fee will be applied on March 1<sup>st</sup> of each year. If the customer so desires, he may purchase the merchandiser at an agreed upon price.

We reserve the right to change rent rates, ice prices and merchandiser costs at any time, without prior notice. We reserve the right to pick up the merchandiser should conditions determined by lessor deem it necessary. The lessee hereby agrees that the lessor or its agent may enter the premises without due process of law to pick up its equipment.

The merchandiser will be worked on a regular delivery route during the summer months. We ask that you allow us to fill the merchandiser on each delivery; if you refuse and should need ice before the next regularly scheduled delivery, a \$75.00 delivery fee will be added to the invoice. Our minimum delivery on call-in orders is 100 bags.

The lessee hereby agrees to be responsible for all liability resulting from the merchandiser and all damages to the merchandiser resulting from any cause other than normal wear and acts of God. The lessee also agrees to keep the outside appearance of the merchandiser uncluttered. The lessor hereby agrees to maintain the merchandiser on good working condition and will repair damages as set forth above. This agreement shall remain in force as long as the ice merchandiser is on the lessee's premises.

The ice merchandiser furnished and owned by Palmetto Propane, Inc. is not designed nor intended to keep food frozen. The SC Health Department advises that foods kept in ice merchandisers can thaw and contaminate the ice, causing serious illness to customers. The lessee hereby agrees to keep all food items out of Palmetto Propane ice merchandisers and is hereby notified that Palmetto Propane, Inc will not deliver ice to a merchandiser containing food products. Lessee agrees that only ice delivered by Palmetto Propane (no competitor or bagged-on-premises ice) will be placed in the merchandiser.

Current price per bag \$ \_\_\_\_\_ Taxable / Resale SC Tax Number \_\_\_\_\_

Set Up Fee \$ \_\_\_\_\_

I have read, understand and agree to the above terms.

\_\_\_\_\_  
Company or its Agent  
By: \_\_\_\_\_

Palmetto Propane & Ice Co Inc  
By: \_\_\_\_\_  
Palmetto Propane Inc Representative (Lessor)

Lessee Signature

Mailing Address: \_\_\_\_\_

Phone - Business: \_\_\_\_\_ Home: \_\_\_\_\_

Date \_\_\_\_\_ Model # \_\_\_\_\_ Ser # \_\_\_\_\_  
( NEW / USED) (Single / Double / 1000 / \_\_\_\_\_)

Delivery Directions: