



KRONOS FOODS, INC.
4501 W. DISTRICT BLVD.
CHICAGO, IL 60632
PH: (800) 621-0099
FAX: (773) 847-4316
WEB: www.kronosproducts.com

EQUIPMENT LOAN AGREEMENT

This Agreement dated \_\_\_\_\_, 2005 between KRONOS FOODS, INC. 4501 W. District Blvd., Chicago, Illinois (hereinafter referred to as KFI), and

BUSINESS NAME (CUSTOMER): \_\_\_\_\_ PHONE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_, STATE: \_\_\_\_\_, ZIP: \_\_\_\_\_

BUSINESS CONTACT: \_\_\_\_\_ TITLE: \_\_\_\_\_

DISTRIBUTOR: \_\_\_\_\_ THIS MACHINE IS PROPERTY OF KRONOS FOODS, INC. CONTACT INITIALS \_\_\_\_\_

KFI hereby agrees to loan to CUSTOMER and CUSTOMER hereby agrees to borrow from KFI equipment and/or machinery described below, (hereinafter referred to as PROPERTY), under the terms and conditions listed below:

MODEL: NATURAL GAS PROPANE 220V ELECTRIC

please circle model being requested

(Complete with Skewer, Meat Shovel and Drip Pan.)

SERIAL #: \_\_\_\_\_
VALUE: \$1990.00
To be completed by Kronos Foods, Inc.

FREIGHT (non-refundable):\$50.00 SECURITY DEPOSIT (refundable) \$350. TOTAL DUE \$400

- 1. Security Deposit. Customer agrees to pay KFI a Security Deposit of THREE HUNDRED AND FIFTY DOLLARS (\$350.00), receipt of which is hereby acknowledged. Upon CUSTOMER'S return of the subject PROPERTY, as stated in paragraph 4 below, KFI shall promptly return the Security Deposit to CUSTOMER less any charges for damage to Property or unreturned components
2. Freight. Customer is responsible for the transportation costs of the machine, which is FIFTY DOLLARS (\$50.00). Receipt of which must accompany this agreement. Fifty-dollar (\$50.00) freight rate does not apply to Hawaii or Alaska. Freight rates for delivery to those locations will be billed as incurred.
3. Repair and Maintenance. KFI shall provide parts based on the warranty for one year. Maintenance of the machine is the CUSTOMERS sole responsibility. After warranty of one year is over parts and shipping are the responsibility of the CUSTOMER.
4. Cancellation. Either KFI or CUSTOMER may cancel this Agreement at any time.
5. Return of Property. Upon cancellation or demand by KFI, CUSTOMER shall, within ten (10) days, return the subject PROPERTY to KFI at KFI's address indicated herein, at CUSTOMER's expense. If the subject PROPERTY is not returned as stated above, or if said PROPERTY is lost, stolen, sold or transferred to a third party without the written consent of KFI, CUSTOMER agrees to pay, upon notice by KFI, the VALUE as stated above.
6. Installation. Installation of the subject PROPERTY is the sole responsibility of CUSTOMER. Further, installation must meet all Federal, State, and Local code requirements.
7. Location of Property. CUSTOMER agrees that the subject PROPERTY shall at all times be kept at CUSTOMER'S address indicated herein, or at any other address agreed to by KFI in writing.
8. Title. Title to the subject PROPERTY shall at all times remain with KFI, and CUSTOMER agrees not to sell, encumber or in any way convey the PROPERTY.
9. Identification. KFI or its agent(s) are not liable for damages to CUSTOMER or to third parties caused as a result of CUSTOMER'S use of the subject PROPERTY and CUSTOMER agrees to indemnify and hold KFI harmless from any claims, demands or lawsuits brought against KFI or its agent(s) arising out of the use of operation of the PROPERTY by CUSTOMER.
10. Illinois Courts. CUSTOMER consents and submits itself to the jurisdiction of the courts of the State of Illinois to settle and dispose of all disputes arising from the provisions of this Agreement.
11. Qualifying Condition. There is no charge to CUSTOMER for the use of the subject PROPERTY. In return, however, CUSTOMER is expected to purchase from KFI or its Distributor an average of 20 lbs. or more of Gyros Cones per day from and after the 4th week following delivery of the subject PROPERTY to CUSTOMER. This requirement of 20 lbs. per day is a separate requirement for each Gyros Broiler. Proof of purchase will be required 90 days from date of shipment and thereafter on a yearly basis and upon request for any parts shipment.

This Loan Agreement shall be binding only if executed on behalf of KFI at its principal office in Chicago, Illinois by an officer of KFI.

KRONOS FOODS, INC.

CUSTOMER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_



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**LOAN AGREEMENT AND  
 WARRANTY HIGHLIGHTS**

<b>Operator Initials</b>	<b>Description</b>
	Operator agrees to renew loan agreement yearly.
	Operator agrees that the broiler machine is the sole property of Kronos Foods, Inc.
	The operator agrees to use only Kronos product line on the broiler machine.
	Operator agrees that proof of purchase of Kronos Foods will be mailed to Kronos quarterly or faxed immediately upon request of parts.
	Operator agrees that based on the warranty the following parts are the sole responsibility of the operator: <b>Skewer                                  Drip Pan                                  Meat Shovel                                  Knife</b>
	Operator agrees that based on the warranty KFI will be responsible for the following machine mechanisms: Shell
	Operator agrees that any parts not listed above will be the sole responsibility of the operator after the one-year warranty has expired.
	Operator agrees to maintain machine in good working condition at all times.

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

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

Distributor: \_\_\_\_\_

CUSTOMER SIGNATURE

KFI SALES REP SIGNATURE

\_\_\_\_\_

\_\_\_\_\_



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**KRONOS FOODS, INC.  
 KRONOMATIC WARRANTY POLICY**

<b>Loaned Machine</b>	
Warranty Period	1 year from ship date ( <b>Parts ONLY – NO labor</b> )
Proof of Purchase Requirements	Machine will be shipped to operator. Proof of purchase for meat orders must be faxed to KFI 90 days from receipt of machine. Average daily cone usage must be 20 lbs. for each gas or electric machine. This is based on a 5-day work-week.
Machine workmanship (shell only)	Lifetime of customer relationship with Kronos. Prior months proof of purchase necessary prior to shipment.
Parts not covered under warranty: skewer, drip pan, knife, shovel	Machine within warranty price list pricing plus shipping costs. Shipment via UPS all charges COD. Prior months proof of purchase necessary prior to shipment.  Machine out of warranty price list pricing plus shipping costs. Shipment via UPS all charges COD. Prior months proof of purchase necessary prior to shipment.
Parts covered under limited warranty: motor, fittings, elements, etc.	Machine within warranty no charge, KFI to pay freight. Prior months proof of purchase necessary prior to shipment.  Machine out of warranty price list pricing plus shipping costs. Shipment via UPS all charges COD. Prior months proof of purchase necessary prior to shipment.
Security deposit	\$350.00
Freight	\$50.00
Product usage	20 lbs. daily per gas or electric machine.
Loan agreement	1-year term. Yearly renewal with proof of purchased required.

**OPERATOR SIGNATURE**

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