



## Dispenser Agreement with Lease and Warranty

Agreement #: D-6790469

The GP PRO dispensers listed below provide the following benefits to your company:

- Hygienic dispensing
- Sustainable/operationally efficient waste reduction system
- A warranty for materials and workmanship to repair or replace dispensers

To take advantage of these benefits, an authorized representative of your company must complete the registration form below and accept the terms and conditions of this dispenser agreement.

Fields marked with a red bar are required.

### Step 1: Verify Your Company Information

End User Company Name MOUNTAIN VIEW WHISMAN SD

End User Location Name

Street 1400 Montecito

City MOUNTAIN VIEW

Country United States ▼

State / Province CA ▼

Postal Code 94043-3133

End User Company Phone (650) 526-3500

### Step 2: Verify Your Contact Information

First Name Brian

Last Name Perron

Job Title Director of Facilities and Maintenance

Phone # (650) 526-3500

Email bperron@mwwsd.org

### Step 3: Verify Your Placement Date & Dispensers

Initiator Company Name GP PRO

Initiator First Name Amy

Initiator Last Name Hopkins

Initiator Email amy.hopkins@gapac.com

Expected Placement Date 7/30/2020 [ 8/4/2020 ]

Quantity	Product	Description	Leased	Usage Commitment
700		SKU 59488A- DispTwl enMotion Impulse 10 Black Lease	Yes	Yes



#### Step 4: Review Terms and Conditions

**1. Lease.** Georgia-Pacific Consumer Products LP ("GP") leases dispensers branded as enMotion® and SmartStock® to the End User Company named in this Agreement ("End User"), in each case as indicated in this Agreement (collectively, "Leased Dispensers"). **All Leased Dispensers remain GP's property.** Lease begins when GP delivers a Leased Dispenser to End User and continues for 3 years, unless terminated as provided herein, and will extend automatically annually thereafter without further charge.

**2. Lease Restrictions.** End User will only use refills ("Products") in Leased Dispensers that match the brand of the dispensers. Use or permitting the use of unauthorized product(s) in a Leased Dispenser is prohibited. End User will only purchase Products from distributors that GP authorizes to sell Products. End User will not (a) in any way alter any Leased Dispenser packaging or labeling, (b) remove or in any way tamper with GP's trademarks on the Leased Dispensers; or (c) affix any other trademark(s), logo(s) or other mark(s) on any Leased Dispensers. GP owns all Dispenser intellectual property rights. End User may apply GP-authorized dispenser skins to SmartStock® dispensers; however, End User shall not use (i) a Bio-Blend Cutlery SmartStock® dispenser skin on a dispenser that does not contain Bio-Blend SmartStock® branded cutlery or (ii) a SmartStock® branded compostable cutlery dispenser skin on a dispenser that does not contain SmartStock® branded compostable cutlery.

**3. Lease Termination; Removal of Leased Dispensers.** Either GP party or End User may terminate the lease-related provisions of this Agreement (the "Lease") without cause by giving at least 30 days' written notice to the other party. Either party may immediately terminate the Lease, upon written notice to the other party if such other party: (a) breaches any such provision (including, without limitation, Section 2) and fails to cure such breach within 10 days of receiving written notice of the breach; (b) ceases to carry on, sells or otherwise transfers substantially all of its business or assets; or (c) makes an assignment for the benefit of creditors. Within 30 days after the Lease terminates (including with respect to a particular Leased Dispenser), End User will either (a) remove all Leased Dispensers and deliver those Leased Dispensers to a place or places designated by GP in the continental United States, or (b) provide GP a list of the Leased Dispensers and locations where they are installed so that GP may remove them and pick them up. If GP terminates the Lease without cause, then GP will pay the reasonable cost of removing and shipping the Leased Dispensers; otherwise, End User is responsible for all such costs. If End User fails to return the Leased Dispensers to GP (or provide information about their location, as the case may be), then GP or its designees may (on reasonable notice, during normal business hours, and at End User's expense) enter the premises where the Leased Dispensers are located and take the Leased Dispensers into its possession without incurring liability to End User. End User will not be entitled to refund of any fees as a result of termination or recovery of Leased Dispensers.

**4. Warranty and Repair.** Each dispenser will be free from defects in workmanship and materials for the following periods when used with the appropriate refills under normal use:

- enMotion® brands: 10 years after installation
- SmartStock® cutlery brands: 5 years after installation
- All other brands: refer to the Dispenser Warranty that accompanies your dispensers

End User will promptly report to GP via 1-866-HELLOGP: location of the allegedly defective Dispenser, nature of defect, and date of installation. GP disclaims all other warranties with respect to Dispensers, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. If GP determines in good faith that defects in workmanship or material exist in any Dispenser, GP will, in its sole discretion, either repair defects, provide replacement parts or replace the Dispenser. Neither the initial lease term nor this warranty will renew when GP replaces a Dispenser; both continue from the date initial Dispenser was delivered. Except for this warranty, End User is responsible for all other Dispenser maintenance and repair. GP will not be liable for losses, costs or expenses resulting from (a) End User's or any other third party's improper installation, improper use or abuse of Dispensers, or (b) use of non-authorized products. GP will not be liable to End User for indirect, consequential or incidental damages with respect to this limited warranty and remedy; or for any other damages or remedies beyond those provided in this agreement.

**5. 3 Year Usage Commitment.** End User will continue to use all Leased Dispensers marked in this Agreement as "3 Year Usage Commitment" for a period of at least three years from the installation date. For all non-leased dispensers marked in this Agreement as "3 Year Usage Commitment", End User will continue to use GP-branded refill products in the dispensers for a period of at least three years from the installation date. These requirements are in addition to the requirements of the Lease. In the event End User elects to discontinue use of the Leased Dispensers or cease using GP-branded refill products in the non-leased dispensers before the three year period expires, End User agrees to reimburse GP in an amount of \$25.00 per dispenser that End User ceases utilizing or in which End User ceases using GP-branded refill products, as applicable. This reimbursement shall be made within 30 days of End User's change.

Notwithstanding anything to the contrary in this Section 5, GP agrees that if GP raises the prices it charges to End User's distributor for resale to End User more than 10% in a calendar year for the refill products used in the dispensers subject to this Usage Commitment, GP will waive the reimbursement fee set forth in the above paragraph in the event that End User changes dispensing systems.

**6. General Provisions.** End User may assign its rights and obligations with respect to the Leased Dispensers without GP's prior written consent to a subsequent purchaser of the facility in which the Leased Dispensers are installed if the assignee is provided notice of the terms of this Agreement and agrees to be bound by its terms regarding the Leased Dispensers. This Agreement will inure to the benefit of and be binding upon respective successors and authorized assigns of the parties hereto. If any provision of this Agreement is deemed unenforceable, invalid or illegal by a court of competent jurisdiction, then the validity of the remaining provisions will not be affected and the rights and obligations of GP and End User will be construed and enforced as if the Agreement did not contain the particular provision deemed invalid or illegal. End User will only place the Leased Dispensers in its locations within the United States.

Revision: 5202439v2 (03/2017)

#### Step 5: Accept Terms and Conditions

**WARNING:** If you want a copy for your records, print this page prior to clicking the button to accept terms and conditions

- By checking this box and clicking the 'Accept Terms and Conditions' button below, I hereby accept the terms and conditions.

Accept Terms and Conditions



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