

5. **LOCATION** - The Equipment is for use at the address so stipulated herein and shall not be removed therefrom without the prior written consent of WHAT A PIZZA INC
6. **USE** - The Operator shall use and preserve the equipment in a careful and proper manner and shall return it at the termination of the within Agreement in the same condition in which it was received, reasonable wear and tear excepted.
7. **SHIPPING** – What A Pizza shall pay all shipping expenses whatsoever to the Operator’s requested place of shipment. If the Operator is directed by WHAT A PIZZA INC. to return the said Equipment to any location other than the original place of shipment, all increased expense caused by such change of destination shall be credited to the Operator.
8. **NO WARRANTY** - The Operator has fully inspected and acknowledges that the Equipment is in good condition and repair. The Operator is satisfied that the Equipment is suitable for its purpose and that WHAT A PIZZA INC. has made no representations or warranty with respect to the suitability or durability of any such Equipment for the proposed uses of the Operator, or any other representation or warranty expressed or implied with respect thereto.
9. **DAMAGE** - WHAT A PIZZA INC. shall not be liable to the Operator for any loss, damage or expense or any nature or kind caused directly or indirectly, by any Equipment loaned hereunder or the use or maintenance thereof, or the repairs, servicing or adjustments thereto, or by any delay or failure to provide any thereof, or by interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Upon receipt of the equipment, the operator herein agrees to execute WHAT A PIZZA INC’s standard form of acceptance, acknowledgement and declaration. The Operator further acknowledges that the Operator has ordered the equipment and WHAT A PIZZA INC. is not the manufacturer of said equipment. The Operator shall pay for any loss or damage caused by said equipment until returned to WHAT A PIZZA INC., and WHAT A PIZZA INC. or its agent shall be the sole judge as to the condition of the said Equipment on its return. WHAT A PIZZA INC. is authorized to repair and restore said Equipment to its original condition at the expense of the Operator, in which event the cost of such repairs, beyond reasonable wear and tear, shall be paid by the Operator and deducted from the security deposit.
10. **PERSONAL DAMAGE** - The Equipment is and shall at all times during the term of this Agreement, be and remain personal or moveable property regardless of the manner in which it may be attached to any real estate. The Operator agrees that it will install the said Equipment in a manner that will permit removal without any material injury or disrepair to the place of installation. The Operator shall be responsible for any damage done to any real estate, building or structure by the removal of the said Equipment.
11. **INSPECTION** - WHAT A PIZZA INC. or its agents may inspect the said Equipment at any time, and if the provisions of the within Agreement have not been complied with, the company may take possession of and remove the said Equipment and for such purposes may enter the premises without notice of demand, without legal process and at the expense of the Operator.
12. **SECURITY DEPOSIT** - WHAT A PIZZA INC. may, but shall not be obligated to apply the security deposit to cure any default of the Operator in which event the Operator shall promptly restore the security deposit to the full amount specified in the Agreement. Upon termination of the within Agreement, and if the Operator has fulfilled all the terms and conditions thereof, WHAT A PIZZA INC. shall return to the Operator any remaining balance of the security deposit held in its possession.
13. **CONCURRENT REMEDIES** - All rights and remedies herein conferred upon WHAT A PIZZA INC. are cumulative and not alternative and none are exclusive of the other, or of any other remedy conferred by law.
14. **NON-WAIVER** - No covenant or condition can be waived except by the written consent of WHAT A PIZZA INC. Forbearance or indulgence by WHAT A PIZZA INC. in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the Operator to which the same may apply, and, until complete performance by the Operator of said covenant or condition, WHAT A PIZZA INC. shall be entitled to invoke any remedy available to WHAT A PIZZA INC. under this Agreement or by law in equity, despite said forbearance or indulgence.
15. **DEFAULT** - In case the Operator shall fail to keep and perform any or all of the covenants herein contained on its part to be performed or to pay all sums hereunder, attachment or execution may be levied on such Equipment and if the attachment or execution is not released or satisfied within 10 days thereafter, or if the Operator shall sell, mortgage or pledge or shall attempt to sell, mortgage or pledge said Equipment or any part thereof, or shall fail to pay when due any charges for repairs on said Equipment or other supplies furnished for said Equipment which may exist at or prior to the termination of this Agreement, or if a petition in Bankruptcy is filed by or against the Operator, or if a receiver, trustee or similar official is appointed for the Operator or for any of its property, WHAT A PIZZA INC. may take immediate possession of said Equipment and for such purpose may enter any premises without notice or demand and without legal process and all the rights of the Operator hereunder and in the Equipment shall cease and terminate thereupon absolutely.
16. **COST OF POSSESSION** - The operator shall pay all costs, charges and expenses incurred by WHAT A PIZZA INC. in retaking possession of said Equipment hereby loaned or in collecting any sums which may be due and owing to WHAT A PIZZA INC .by the Operator. If this Agreement is placed in the hands of a solicitor to enforce any right hereunder, there shall be added to the outstanding balance any associated legal fees paid by WHAT A PIZZA INC. plus a fee of 10% of the outstanding balance payable forthwith, to compensate for increased administration costs.

WHAT A PIZZA

Operator

17. TIME - Time is of the essence of this Agreement and each and all of its provisions. The Operator acknowledges having received a true copy of this Agreement.

18. INDEMNITY - The Operator will indemnify WHAT A PIZZA INC. and hold WHAT A PIZZA INC. harmless from and against all losses, damages, claims, suits, penalties, liabilities and expenses, including legal fees arising from injuries to or death of persons or loss of or damage to property, and arising in connection with the said Equipment, repossession, use, operation, storage and return. For the purpose of this undertaking, the Operator shall be deemed to be in possession of said Equipment until it is returned to its original place of shipment or such other destination as WHAT A PIZZA INC. may direct in writing. It is understood and agreed that this indemnity shall survive the termination of this Agreement for such periods or periods of time as may be required to fully protect WHAT A PIZZA INC. against any matter aforesaid.

19. OWNERSHIP - Title to the Equipment shall at all times be and remain vested in WHAT A PIZZA INC. and nothing herein contained shall give or convey to the Operator any right, title or interest in or to any Equipment except as the Operator of said Equipment.

20. ASSIGNMENT - This Agreement and all rights of WHAT A PIZZA INC. hereunder shall be assignable by WHAT A PIZZA INC. without the Operator's consent, but the Operator shall not be obligated to any assignee of WHAT A PIZZA INC. except after written notice of such assignment from WHAT A PIZZA INC. The Operator shall not assign, transfer, pledge, or hypothecate this Agreement or any interest therein or the said Equipment or any part thereof, or sublet the said Equipment or permit the use thereof by any person other than the Operator or employees of the Operator, without the prior written consent of WHAT A PIZZA INC. Consent to any of the foregoing prohibited acts applies only to the given instance requested, and is not a consent to any subsequent like act by the Operator or any other person.

21. The Operator agrees to promote the Pizza product in the following manner:

1. _____
2. _____
3. _____

22 SUCCESSORS - This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the respective parties hereto, and the heirs, executors, administrators, and assigns of the Operator; always providing that nothing in this paragraph shall impair any of the provisions hereinbefore set forth prohibiting assignment without the written consent of WHAT A PIZZA INC

23. NOTICES - All notices required to be given hereunder shall be in writing and shall be delivered by mailing the same to the party to whom such notice is being given. If given to the Operator, such notice shall be addressed to the Operator at the premises where the said Equipment has been installed or is located, and if to WHAT A PIZZA INC., to the head office address where all correspondence to the Operator originates hereunder, or such other addresses as may be hereafter specified by like notice by either party to the other. All such notices given as aforesaid shall be deemed conclusively to have been received 72 hours after the mailing of same. All such notices sent by facsimile machine shall be deemed to have been received the same day that they are sent provided that proof of receipt has been retained by the party sending the notice..

24. TERMINATION – This agreement shall remain in force until either WHAT A PIZZA INC. or the Operator terminates this agreement by providing seven days written notice. WHAT A PIZZA INC. shall be permitted to enter upon the premises and to remove the Equipment at any time without notice or legal process. Provided that there is no default by WHAT A PIZZA INC. under this contract and the operator terminated this contract at any time for any location it shall be restricted from directly sourcing such equipment for any of its locations for a period of 12 month from the termination of the last location.

WHAT A PIZZA INC.

OPERATOR

The undersigned hereby affirms that he/she is duly authorized to execute this Equipment Loan Agreement

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Witness: _____

WHAT A PIZZA

Operator

