



Ordering is as easy as 1-2-3!!

Simply select the equipment you need and sign the lease agreeing ~~to~~ use the dispenser and use it only with Gehl's sauces. We'll even start you off with FREE cheese or chili sauce to help you earn back your entire lease fee before you spend another penny on sauce.

Please allow 3 - 4 weeks for delivery
Missing information may delay your order
For assistance call: 800-521-2873

1. Fill in the information below and sign the lease agreement.

Date: ___/___/20___ Business Type: Theater Stadium/Arena School Cafeteria
 Restaurant/Deli Amusement Park C-Store Other _____ (Please specify)

Business Name: _____ Contact: _____

Address: _____ (*No PO Box) Phone: _____
 Please check one: Business Residential

City: _____ State: _____ Zip: _____ E-mail: _____
 (Would like to receive information or specials by e-mail)

Distributor: _____ Sales Rep: _____
 (Who you purchase Gehl's product from)

I HAVE READ AND SIGNED THE LEASE ON THE NEXT PAGE. (NOTE: YOU MUST RETURN THE SIGNED LEASE AGREEMENT WITH THIS COMPLETED FORM.)

2. Choose your new dispenser.

Choose Dispenser Type:	Price	x	Quantity	=	Total
Single (Nacho Cheese)	\$200	x	_____	=	_____
Single (Chili Sauce)	\$200	x	_____	=	_____
Dual (Nacho Cheese/Chili Sauce)	\$250	x	_____	=	_____
Dual (Jalapeno Cheese/Cheddar Cheese)	\$250	x	_____	=	_____
Advanced Portion Serve (APS)	\$299	x	_____	=	_____
					Grand Total \$ _____

Choose Dispenser Color:
 Black White

Choose Dispenser Graphics:
 Nacho Fun (See back page of brochure)
 Chili Fun
 Nacho Fresh
 Chili Fresh
 Dual (Cheese/Chili)
 Cheese Sauce
 White Cheese Sauce (Not available for APS dispensers).

Choose Chip Rack: Top Mount (3-tier) Side-By-Side (5-tier)
 I AGREE TO USE GEHL'S TORTILLA CHIPS EXCLUSIVELY WITH THIS RACK.

Choose FREE Cheese or Chili Sauce:

IMPORTANT NOTE: Orders for dual dispensers will choose two free cases of 80 oz sauce. Single dispensers will choose one free case of 140 cases. APS will choose one free case of 100 oz sauce.

Gehl's Cheddar Cheese Sauce	80 oz _____	140 oz _____	100 oz _____
Gehl's Jalapeno Cheese Sauce	80 oz _____	140 oz _____	100 oz _____
Gehl's Chili Sauce	80 oz _____	140 oz _____	100 oz _____
Gehl's Lite Cheddar Cheese Sauce		140 oz _____	
Gehl's Lite Jalapeno Cheese Sauce		140 oz _____	

I HAVE VERIFIED WITH MY DISTRIBUTOR THAT THEY OFFER THE CORRECT SIZES OF GEHL'S SAUCES FOR MY NEEDS.

Choose Free Point of Sale: Nacho Mobile Dual Mobile Price Card w/numbers Shelf Danglers

3. Mail this form, signed lease agreement and your payment in the form of a check or money order to:

Gehl Foods, INC. PO BOX 1004 Germantown, WI 53022

(To order with a credit card visit www.Gehls.com)

Make checks payable to: GEHL FOODS, INC.
(Orders mailed with a check will be held for 7 business days)

Free Parts and Replacements Program*

Gehl's will provide FREE replacement parts for the life of the dispenser. The lid, valve gaurd, insidepan, weights, push buttons, bag opener and puncture tool are all Free replacement parts. Even the shipping is FREE. If the unit stops heating or the main housing breaks within the first 3 years, Gehl's will provide a replacment dispenser to you for FREE. If it is within the first year, even the shipping is FREE. If the unit is 2 to 3 years old, a fee for shipping and handling applies for the replacement to be sent to you, but the return shipping of the nonfunctioning dispenser is FREE. Also, Gehl's point-of-sale (POS) material is FREE and includes FREE shipping.

*Certain restrictions apply. FREE shipping is ground service within the continental U.S. only, using a carrier of Gehl's choice; replacement dispensers may be remanufactured dispensers; and a FREE replacement is available only if your dispenser hasn't been damaged due to misuse, negligence or misconduct. Contact Gehl's for additional information. This program is subject to change without notice.

Gehl Foods, Inc. Hot Top2 Lease Agreement

OUR DISPENSERS ARE NEVER SOLD. WE LEASE ALL OF OUR DISPENSERS PURSUANT TO AN AGREEMENT SUCH AS THIS ONE. YOU NEED TO SIGN THIS AGREEMENT BEFORE WE CAN CONSIDER YOUR ORDER; however, we may waive the requirement for a signature, if, for example, you are part of a group that has entered into an agreement like this one for your benefit, if you are bound by its terms and if it is in effect on the day you submit your order (the "Similar Agreement"). YOU AGREE TO BE BOUND BY THIS AGREEMENT (AND/OR IF APPLICABLE, THE SIMILAR AGREEMENT), AND YOU SHALL BE DEEMED TO HAVE ACCEPTED IT (1) BY SIGNING AND DELIVERING IT, OR AN ACKNOWLEDGMENT OF IT, (2) BY DELIVERING AN ORDER FORM REFERENCING A DISPENSER OF OURS, AND/OR (3) BY ACCEPTING RECEIPT OF A DISPENSER OF OURS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS DELIVERED BY YOU OR ON YOUR BEHALF OR ANY ATTEMPT TO VARY, IN ANY DEGREE, ANY OF THE PREPRINTED TERMS OR CONDITIONS OF THIS OFFER (AND/OR THE OFFER IN THE SIMILAR AGREEMENT) IN THE ACCEPTANCE SHALL NOT OPERATE AS A REJECTION OF THIS OFFER (AND/OR THE OFFER IN THE SIMILAR AGREEMENT), BUT SHALL INSTEAD BE DEEMED TO BE A MATERIAL ALTERATION HEREOF (AND/OR THEREOF). THIS OFFER (AND/OR THE OFFER IN THE SIMILAR AGREEMENT) SHALL BE DEEMED ACCEPTED WITHOUT SAID ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS OR SAID VARIANCES (EXCEPT TO THE EXTENT WE ACCEPT CHANGES TO SECTION 3 OF THIS AGREEMENT), AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. Except to the extent otherwise provided above and/or in any applicable Similar Agreement:

This Hot Top2 Dispenser Lease Agreement (this "Agreement") is by and between Gehl Foods, Inc., a Wisconsin corporation, as lessor ("Lessor"), and the Lessee. As used in this Agreement, the "Lessee" shall mean the individual, organization or entity who signed this Agreement as lessee below, or if unsigned, the individual, organization or entity ordering or receiving one or more Hot Top2 Dispenser(s) (the "Dispenser"). This Agreement is made, entered into and effective as of the earlier of (1) any date set forth below the signature of the Lessee below, (2) the date an order for the Dispenser is received, or (3) the date the Dispenser is shipped (the "Effective Date").

- 1) Dispenser Leased.** Lessor is under no obligation to accept any order or other request for a Dispenser. Subject to the terms and conditions hereinafter, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee the Dispenser having the serial number(s) assigned to such Dispenser by Lessor at the time of shipment.
- 2) Location and Title to the Dispenser.** Lessee shall place and utilize the Dispenser exclusively at the shipping address specified by Lessee to Lessor or such other address as Lessee subsequently specifies to Lessor in writing (the "Permitted Location"). Such Permitted Location shall be subject to the approval of Lessor, which shall not be unreasonably withheld. Lessee shall not remove, nor permit the removal of, the Dispenser from the Permitted Location, or utilize the Dispenser at any other location, without Lessor's prior written authorization. The Dispenser shall at all times remain the sole and exclusive property of Lessor, and Lessee shall have no right (other than the right to use the Dispenser pursuant to this Agreement), title or interest therein (including, without limitation, any right to sell or transfer possession of the Dispenser), except as specifically set forth in this Agreement.
- 3) Placement and Shipping Fee.** Lessee shall pay a one-time placement fee for each Dispenser leased to Lessor at Lessor's then-current placement fee in effect, which shall become non-refundable after shipment of the Dispenser. Lessee shall not be required to pay a shipping fee for the Dispenser within the United States.
- 4) Authorized Sauces.** Lessee shall be obligated to use only products manufactured by Lessor and sold by an authorized distributor of Lessor (the "Exclusive Sauces") in the Dispenser and shall not use any other sauces or other products in the Dispenser at any time.
- 5) Labels and Identification Materials.** Lessee shall not alter, modify, remove or deface any labels, identification materials or other marks on the Dispenser without Lessor's prior written authorization. In addition, in the event Lessor supplies Lessee with labels, identification materials or other marks with instructions to affix them to or otherwise display them near the Dispenser, Lessee shall promptly do so and maintain the labels, identification materials and other marks in legible condition.
- 6) Trademarks, Logos, Etc.** Lessee acknowledges that the Dispenser bears one or more trademarks, tradenames, service marks or logos and shall not use the Dispenser in any way that infringes or impairs any such trademarks, tradenames, service marks or logos. Use of the Dispenser to dispense any product other than an Exclusive Sauce constitutes a breach of this Section 6.
- 7) Repairs to Dispenser.** Subject to Lessor's receipt of a placement fee, the Dispenser is entitled to participate in Lessor's standard service program described at <http://www.gehls.com/DefaultFile/ServiceProgram.pdf>.
- 8) Maintenance and Care; Risks.** Lessee at its own cost shall clean, maintain and care for the Dispenser properly and in accordance with instructions provided by Lessor and shall comply with all applicable local, state and federal rules or regulations. Lessee shall not alter, modify or improve the Dispenser in any way. SUBJECT TO THE TERMS OF THIS AGREEMENT AND TO THE EXTENT NOT DISALLOWED BY LAW, ALL RISKS, AS BETWEEN LESSOR AND LESSEE, ARE TO BE BORNE BY LESSEE AT ITS SOLE EXPENSE, and as a result, without limitation, Lessee hereby assumes all risks and liability, as between Lessor and Lessee, for the safety, installation, use, care, possession, custody, operation, maintenance, repair and condition of the Dispenser and the parts, materials and replacements thereof and for any injury or death of any person or damage to property howsoever arising from or incident to such installation, use, care, possession, custody, operation, maintenance, repair and/or condition, regardless of whether such injury or death occurs to agents or employees of Lessee or to third parties and regardless of whether such damage occurs to Lessee's property or the property of others. To the extent not disallowed by law, Lessee shall save and hold Lessor harmless and indemnify Lessor from and against all loss, damages, claims, penalties, liabilities and expenses, including, without limitation, attorney's fees, regardless of their nature of arising or being incurred because of or incident to the Dispenser, the parts, materials and/or replacements and/or its or their actual or alleged installation, use, care, possession, custody, operation, maintenance, repair or condition. To the extent not disallowed by law, Lessee shall defend any and all claims and suits which may be brought against Lessor arising from, because of, or incident to the Dispenser, the parts, materials and/or replacements and/or its or their actual or alleged installation, use, care, possession, custody, operation, maintenance, repair, service or condition, and Lessee shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Lessor in any such action(s). Lessee shall indemnify Lessor and hold it harmless from any claim, damage, liability, loss or expense including, without limitation, attorney's fees arising out of the alleged or actual failure of Lessee to comply with any provision of this Agreement and shall defend, at its sole cost and expense, any claim made by a third person against Lessor and arising out of the actual or alleged failure of Lessee to comply with any provision of this Agreement.
- 9) Liens on Dispenser.** Lessee shall keep the Dispenser free and clear of all levies, liens and encumbrances and shall pay when due all license fees, registration fees, assessments, charges and all municipal, state or federal taxes which may be imposed upon use, custody or possession of the Dispenser.
- 10) Disclaimer of Warranties.** Lessee acknowledges that Lessor could have agreed to provide parts, materials and replacements for a longer period of time than that referenced in Section 7 or that this Agreement could have created fewer obligations on, or additional rights to, Lessee, but that in any of those cases, Lessor would have significantly raised the price of the placement fee hereunder. As such, Lessee and Lessor acknowledge and agree that this Agreement reflects the balance of rights, obligations and price that is acceptable to both Lessee and Lessor. LESSEE ACKNOWLEDGES AND AGREES THAT THE DISPENSER IS TAKEN STRICTLY ON AN "AS-IS" BASIS SUBJECT TO LESSEE'S RIGHTS TO BE PROVIDED WITH PARTS, MATERIALS AND REPLACEMENTS FOR THE PERIOD OF TIME REFERENCED IN SECTION 7 ABOVE AND SUBJECT ALSO TO THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT. LESSOR HAS NOT MADE ANY, AND TO THE EXTENT NOT DISALLOWED BY LAW, LESSOR HEREBY EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, ARISING OUT OF OR RELATING TO THE DISPENSER AND THE PARTS, MATERIALS AND REPLACEMENTS THEREOF (INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED REPRESENTATIONS AND/OR WARRANTIES OF NON-INFRINGEMENT (BEING FREE FROM CLAIM OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR THE LIKE), MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, ACCURACY AND/OR OTHERWISE WITH RESPECT TO THE CONDITION, QUALITY, DESIGN, CAPABILITY, SUITABILITY, FITNESS, PERFORMANCE, MATERIALS, WORKMANSHIP AND/OR ANY PATENT OR LATENT DEFECT OF THE DISPENSER, PARTS, MATERIALS AND/OR REPLACEMENTS). TO THE EXTENT NOT DISALLOWED BY LAW, LESSOR SHALL NOT BE RESPONSIBLE TO LESSEE, AND AS BETWEEN LESSOR AND LESSEE, LESSEE SHALL BE RESPONSIBLE, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE ARISING FROM, OR CAUSED DIRECTLY OR INDIRECTLY BY, THE DISPENSER AND/OR THE PARTS, MATERIALS AND/OR REPLACEMENTS THEREOF AND/OR THE INADEQUACY OF ANY OF THEM FOR ANY PURPOSE, ANY DEFICIENCY OR DEFECT THEREIN, THE REPAIR, SERVICING OR ADJUSTMENTS THERETO, LOSS OF BUSINESS OR BY OR FROM ANY OTHER SOURCE OR CAUSE OF LOSS, DAMAGE OR EXPENSE WHATSOEVER. Notwithstanding the foregoing, Lessee shall still be entitled to parts, materials and replacements pursuant to Section 7.
- 11) LIMITATION ON LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LESSOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LESSEE OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE DISPENSER OR THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF LESSOR IS APPRAISED OF THE LIKELIHOOD OF SUCH DAMAGE OCCURRING OR IF SUCH DAMAGE IS OTHERWISE FORESEEABLE.
- 12) No Assignment.** Lessee shall not assign this Agreement nor lend or transfer possession of the Dispenser to any other individual, organization or entity without Lessor's prior, express written consent.
- 13) Termination.** At any time following the thirtieth (30th) day after shipment, either party, upon thirty (30) days' advance written notice to the other party at the applicable address specified in Section 15, may terminate this Agreement without cause. Upon written notice to Lessee at the address in Section 15, Lessor may immediately terminate this Agreement for cause if: (i) Lessee uses the Dispenser to dispense any product other than an Exclusive Sauce as prohibited by Section 4; (ii) Lessee removes or defaces any of the labels, tags, identification materials or marks referenced in Section 5; (iii) the Dispenser is used by Lessee in an improper manner not in accordance with this Agreement and the use and operating instructions that the Lessor provides with the Dispenser; or (iv) Lessee breaches any other material provision of this Agreement. Sections 2, 4, 5, 6, 8, 9, 10, 11, 12, 13 and 14 of this Agreement shall survive any termination.
- 14) Return of the Dispenser.** Upon the termination of this Agreement, Lessee shall, pursuant to Lessor's instructions and at Lessee's full expense, uninstall, pack and return the Dispenser to Lessor at its address set forth herein, in the same operating order, repair, condition and appearance as when received by Lessee, reasonable wear and tear excepted.
- 15) Notices.** All notices shall be deemed given one (1) business day after being sent to the recipient by fax or email or two (2) business days after being sent by overnight mail. If to Lessor: Gehl Foods, Inc.—Hot Top2 Program, PO Box 1004, N116 W15970 Main St., Germantown, WI 53022-8204, Email: sales@gehls.com, Fax No.: 262.250.6847. If to Lessee: to the shipping address or the address below or such address as Lessee may notify Lessor of in writing from time to time.
- 16) Severability.** If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, the other provisions will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. In furtherance of and not in limitation of the foregoing, Lessee expressly stipulates that this Agreement shall be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.
- 17) Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings, agreements or representations by or between the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof. Copies of signatures sent via electronic means are the equivalent of written and signed documents.
- 18) Amendment and Waiver.** No amendment of any provision of this Agreement shall be valid unless in writing and signed by each of Lessor and Lessee. Any failure of a party hereto to comply with any of its respective obligations hereunder may be waived in writing by the other party. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 19) Successors and Assigns.** Subject to the restrictions contained in Section 12 above, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives and assigns.
- 20) Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ACTION WILL BE BROUGHT EXCLUSIVELY IN COOK COUNTY, ILLINOIS, AND EACH PARTY CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. EACH PARTY FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. The rights and remedies provided Lessor under this Agreement are cumulative, are in addition to and do not limit or prejudice any other right or remedy available at law or in equity IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective.

LESSOR:



LESSEE: 1. Print the name of your organization/entity here (unless you, individually, are leasing): _____

2. Print your title or position here (unless you, individually, are leasing): _____

3. Print here your mailing address here: (*No PO Box) _____

City, State and Zip: _____

E-mail: _____ Phone: (____) _____

4. Sign your name here: _____

5. Print your name here: _____

6. Print today's date here: _____, 20____

For Assistance Call:
800-521-2873