



OFFICE DELIVERY SERVICE ACTIVATION AGREEMENT

Delivery Customer Terms

This agreement is being made between McKenzie Mist and the applicant ("Applicant").

The Applicant is requesting delivery of product(s) purchased from McKenzie Mist. Dates for available delivery are prescheduled according to geographic region. In this agreement, the Applicant has requested the following schedule of delivery by McKenzie Mist:

Applicant Name & Phone: _____
Name Phone

Applicant Tax I. D. # _____ or Driver's License # _____ or SS# _____

Location for Delivery: _____
Street Address City State Zip

Date(s) of Delivery: Every Other: _____ Beginning: _____
Day Date

Product Size: 5 Gallon / 3 Gallon / Other: _____ Quantity: _____

McKenzie Mist will make delivery according to product availability and schedule of delivery. The Applicant must contact McKenzie Mist not less than 24 hours prior to a scheduled delivery to modify or cancel delivery. Applicant agrees to pay for delivered products according to assigned payment terms. Unscheduled deliveries requested by the Applicant will carry an additional delivery charge of \$10 per delivery within the Eugene/Springfield city limits. An additional per delivery charge may also apply for locations outside of the Eugene/Springfield area. Please refer to the McKenzie Mist product list for a schedule of product pricing and availability. Applicant agrees that McKenzie Mist will not be responsible for any loss to personal or business property or injury resulting from the use or misuse of the equipment.

Bottle Deposits

A refundable deposit is required per bottle prior to product delivery: **3 gallon bottle....\$6.00** or **5 gallon bottle....\$8.00 ea.**

The Applicant will make empty bottles immediately available for exchange upon delivery. Applicant agrees to pay an additional deposit for any bottles delivered that are in excess of exchanged empty bottles. Bottles must be returned in a clean, reusable condition as they were when delivered to the Applicant. Exchanged or returned bottles deemed by McKenzie Mist to be damaged, contaminated or in an otherwise unusable condition may not be refundable. Refunds of bottle deposits are available only to the customer who paid the deposit. Additionally, refunds are available for bottles deemed by McKenzie Mist to be in satisfactory condition and that are returned within the period no later than 7 days after the date of service termination.

Payment Terms: IMPORTANT: PLEASE CAREFULLY READ THESE PAYMENT TERMS

Until credit is approved, all orders must be paid for at the time of delivery. Our billing cycle cuts on the 25th of each month. You will receive a statement around the 1st of the next month. Any account activity occurring after the 25th will appear on the following month's statement. Terms of payment are: **balance due net 10th of each month.** Delinquent accounts will be charged a Late Fee of **\$5.00** per billing cycle. Checks returned for non-sufficient funds will be assessed a \$25 fee. You understand and agree that these credit terms may be modified, suspended, or revoked at any time and at the sole judgment of McKenzie Mist should there be a failure to comply with the terms of this credit agreement. Deliveries will be interrupted if your account is not within terms.

Default on Agreement and Recourse

In the event this account goes to collections, we will add a collection fee of 45% as allowed by Oregon law. The account will then be forwarded for collection activity.

In the unlikely event of any disagreement that may arise during the course of this service agreement, the proper venue for any legal proceedings will be in Oregon, County of Lane. The prevailing party will also be entitled to recover the cost of reasonable attorney's fees. Both parties may agree to utilize a mediator if appropriate.

Your signature below indicates your complete acceptance and understanding of the terms of this service agreement. By signing as, or on behalf of the applicant, you certify that you have the legal capacity to bind the Applicant to the terms of this agreement. McKenzie Mist reserves the right to modify, suspend, or cancel this agreement at any time and for any reason at its sole discretion.

Signature: _____

Date: _____