



240 Main Street

Springfield, Or 97477

541-747-8072

[www.mckenziemist.com](http://www.mckenziemist.com)

## RESIDENTIAL 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 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

The 1<sup>st</sup> delivery must be paid for at or before time of delivery. The Applicant will provide McKenzie Mist with credit card authorization or with acceptable prepayment prior to the commencement of delivery terms. Thereafter, payment for delivery on the Individual Plan is due and payable **within 10 days of delivery**. If you don't want to write 2 small checks a month, **Prepayment, Once-A-Month delivery or Automatic Credit Card Debit** are great options. Please call our office to activate any of these options. Our statement cycle cuts on the 25<sup>th</sup> of each month. You will receive a statement around the 1<sup>st</sup> of the next month. Any account activity occurring after the 25<sup>th</sup> will appear on the following month's statement. **A \$5.00 late fee will be assessed each statement cycle on all balances not paid by due date.** Checks returned for non-sufficient funds will be assessed a \$25 fee. Deliveries will be interrupted if your account is not within terms.

### Default on Agreement and Recourse

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.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_