

RESOLUTION NO. _____

BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan enters into an agreement with Dippin' Dots, LLC, for the use of a sub-zero freezer for Dippin' Dot purchases, for a twelve month period, which said agreement follows:

EQUIPMENT PLACEMENT AGREEMENT

Dippin' Dots, L.L.C.
Via its Distribution Division

This agreement is entered into as of this ____ day of _____, 20____, by Dippin' Dots, L.L.C. ("DDL") and _____, the ("CUSTOMER").

GENERAL COVENANTS OF THE AGREEMENT:

"Customer" acknowledges and agrees to the following covenants:

- DDL is permitted to make available, as a service to the account and its catering or retail service within its facilities, Dippin' Dots approved products for the purpose of resale;
- DDL agrees to make available the equipment for the express and exclusive purpose of storing and selling Dippin' Dots pre-packaged products at the location (a list of the equipment placed shall be recorded as "Exhibit A" to this Agreement);
- DDL shall retain the ownership of the equipment and, as a result, the Customer cannot assign that equipment to another company or person or move the equipment from the address where it is initially placed and may not rent that same equipment to any other entity;
- DDL affirms that the equipment will be in good working order at the time it is placed with the Customer and the Customer affirms that the equipment will be returned to DDL in the same condition as when it was placed, reasonable wear and tear excepted;
- Customer accepts the responsibility for any and all repairs to or replacement of the equipment as required during its use of said equipment if damaged or lost due to theft, negligence or any other similar act;
- All product placed with the customer will be replaced should it be compromised as the result of the mechanical failure of the equipment. DDL shall not be responsible for nor issue credits in response to power failures or outages, the freezer becoming unplugged either intentionally or unintentionally, or any other similar act or occurrence.
- All product delivered to Customer shall be in saleable condition and DDL shall not accept any opened or unopened cases or individual units, returned for credit, at any time during or following the term of this Agreement;
- Customer shall realize minimum weekly sales of 25 pre-pack units per week in order to perpetuate this Agreement;

Term

The term of this Agreement shall be for a period of twelve (12) months from the date first set forth above. Upon receipt of the equipment by DDL, a full inspection of the equipment shall be conducted and any damage to equipment, inclusive of the freezer wrap (regardless of the dollar value), shall be the sole responsibility of the Customer with the cost of all repairs billed back to the Customer.

Method of Payment

All payments for product purchases shall be received by DDL in concert to the payment terms negotiated with the Customer.

Default of Payment Should the Customer default or fail to process timely any payment for product received, DDL shall reserve the right to hold ice cream shipments until such time that payment is received and/or repossess all equipment associated with the defaulted payment, immediately.

AGREEMENT OF THE PARTIES:

FOR DIPPIN' DOTS, L.L.C.:

FOR CUSTOMER:

PRINTED NAME

PRINTED NAME

SIGNATURE DATE

SIGNATURE DATE

ADDRESS:

CITY, STATE and ZIP CODE

PLEASE PRINT BELOW THE NAME OF THE DDD SALES PERSON YOU SPOKE WITH ABOUT OPENING THIS ACCOUNT:

Please print name of DDD Sales staff member here

NOTE: You may fax this completed form to Mike Milner, Vice President of Finance, at 270/415-3231.

EXHIBIT "A"

Equipment List

EQUIPMENT TYPE

SERIAL NUMBER

**DIPPIN' DOTS, L.L.C.
BUSINESS CREDIT APPLICATION**

BUSINESS INFORMATION AS REGISTERED			
COMPANY NAME		EIN#	
ADDRESS		PHONE	
ADDRESS		DUNS#	
CITY	ST	ZIP CODE	
LENGTH OF TIME AT CURRENT ADDRESS: _____ YEARS _____ MONTHS			
TYPE OF BUSINESS: SOLE PROPRIETORSHIP / PARTNERSHIP / LLC / CORPORATION / OTHER			
NUMBER OF LOCATIONS: _____			
ARE YOU A MEMBER OF AN ASSOCIATION OR BUYING GROUP? YES / NO			
IF YES, NAME OF ASSOCIATION OR GROUP:			
BANK INFORMATION			
BANK NAME		CONTACT NAME	
ADDRESS		PHONE	
CITY	ST	ZIPCODE	

BUSINESS REFERENCES
Please provide us three companies your business has established credit with previously.

1 COMPANY	CONTACT NAME		
PHONE	EMAIL		
ADDRESS	TITLE		
CITY	ST	ZIP CODE	
COMMENTS			

2 COMPANY	CONTACT NAME		
PHONE	EMAIL		
ADDRESS	TITLE		
CITY	ST	ZIP CODE	
COMMENTS			

3 COMPANY	CONTACT NAME		
PHONE	EMAIL		
ADDRESS	TITLE		
CITY	ST	ZIP CODE	
COMMENTS			

**DIPPIN' DOTS, L.L.C.
BUSINESS CREDIT APPLICATION**

PREVIOUS BUSINESS EXPERIENCE				
<u>DATE STARTED</u>	<u>DATE ENDED</u>	<u>NATURE OF BUSINESS</u>	<u>YOUR ROLE</u>	<u>WHY ENDED</u>

WARRANTIES AND AUTHORIZATIONS

1. You authorize inquiry into the banking and business references provided within this application and authorize them to share information with us.
2. You authorize us to obtain information on anyone signing below from any credit reporting agency and to share information about your credit experience with us with third parties.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

COMPANY REPRESENTATIVES	
1 SIGNATURE	TITLE
NAME	DATE

2 SIGNATURE	TITLE
NAME	DATE

NOTES & COMMENTS

Resolution No. _____ Entering into an agreement with Dippin' Dot, LLC, continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute the said agreement, for and in the name of the City of Dothan.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS