

CUTLERY SERVICE LEASE AND SHARPENING AGREEMENT

1. Summary of how this service agreement works: You pay rental fee of \$6.00 per knife and a security deposit, in the form of a credit card, in advance for the month and we provide you with sharp, industrial grade cutlery. On the date agreed upon in section 3 of this contract we will promptly ship out or deliver another set of knives-the same number and quality. As soon as you receive the replacement set, you'll put the previous set of knives back in the box, apply our prepaid mailing label and return the set of dull knives within three days, to us. After receipt of the sharp knives you have thirty days to pay SharpeningPros.
2. The parties to this contract are SharpeningPros and _____ ("the Restaurant").
3. The contract begins on _____ date.
4. The knives shall be shipped for exchange on _____ date or dates.
5. Shipping cost if applicable \$ _____ per exchange for outgoing and return shipping.
6. The contract shall end _____ date.
 - a. In the event SharpeningPros wish to terminate the contract before the ending date, SharpeningPros may do so with one weeks' written notice to the Restaurant.
 - b. In the event either party decides to renew this agreement after the end date, the parties will prepare and sign a new contract.
 - c. In the event the Restaurant becomes insolvent or otherwise terminates its operations, Restaurant shall return all knives no later than three business days of the last day of operation.
7. Service provided:
 - a. Prior to the first day of the contract, SharpeningPros and the Restaurant shall agree upon the number and type of knives to be leased by the Restaurant. The number and type of knives are specified in detail at the bottom of this agreement.
 - b. The Restaurant shall provide a security deposit for each knife as indicated below. In the event that any of the knives are broken, lost, stolen or for any reason not returned when due, or returned in an unusable condition, SharpeningPros shall be entitled to charge the credit card for the number and types of knives broken, lost or stolen so that the total is equal to the reasonable replacement cost of the knives specified in the inventory at the bottom of this agreement.
 - c. After the number and type of knives has been determined, the Restaurant shall provide the security deposit and the first month's rent in advance. Upon receipt of verification of payment, SharpeningPros shall then provide the first set of sharpened knives. SharpeningPros shall have no obligation to provide knives until the security deposit and first payment is made. Payment may be made by credit card, PayPal or company check made out to HumanNature.
 - d. All subsequent rental fees for knives shall be due thirty days after agreed upon delivery date.
 - e. On the agreed upon beginning date or dates SharpeningPros shall deliver or ship a sharpened, replacement set of knives comparable in size, quality and number. Within no more than three business days of receipt of the replacement set of knives, the Restaurant shall return the dull knives to SharpeningPros. Return shipment shall be made via carrier specified by SharpeningPros.
 - i. If Restaurant is within 30 miles of SharpeningPros' main office, delivery and exchange of dull knives may be made by SharpeningPros' employees.

- ii. If Restaurant is more than 30 miles, SharpeningPros shall ship, and the Restaurant shall return via shipment the dull knives. Restaurant shall be charged an extra fee to cover the cost of shipping with no markup for SharpeningPros.
- f. The Restaurant expressly acknowledges that replacement knives may be of different brands and styles, but the number, type, function and quality shall be substantially the same as the original set, unless the parties negotiate for a greater or smaller number of knives or different types of knives.
8. Penalty for late payment shall be \$6 per knife per month, or the highest rate allowed by law if higher.
9. Additional sharpening or more frequent exchange of sharp knives for dull knives shall be and extra expense and shall be charged according to SharpeningPros standard fee structure. That fee rate is attached.
10. In the event the Restaurant loses or breaks any knives, or if one or more knives are lost, stolen or broken SharpeningPros shall be entitled to charge the credit card for securing the replacement cost equal to each knife that was lost, stolen, and/or damaged. If knives are consistently lost, stolen or broken, SharpeningPros shall terminate the agreement.
11. At the conclusion of the service period, early termination by agreement of the parties, or termination of this contract for other reasons, the Restaurant shall within three business days, return all cutlery to SharpeningPros in the same condition as they were in at the time of delivery with the exception of normal wear and tear. Upon receipt of the cutlery, SharpeningPros shall determine if the credit card will be charged depending upon the condition in which the knives are returned, and the number of knives returned.
12. Waiver and release of Liability. Restaurant understands that the knives provided by SharpeningPros are very sharp, and that even persons skilled in the use of knives may, from time to time, injure themselves, and may even cut off fingers or incur more serious injuries, up to and including death. In exchange for the products and services provided by SharpeningPros, Restaurant agrees to waive and release any and all claims, rights and actions against SharpeningPros, its owners, principles, shareholders, partners, and employees which may arise out of injuries or death related to the use of the cutlery. Restaurant also agrees to fully defend, indemnify, and hold harmless SharpeningPros from any and all claims and actions and all liability that may arise from the use or misuse of the knives. The duty to defend, includes the duty to pay SharpeningPros reasonable attorney's fees and all fees and costs related to any legal action of any type brought or filed against SharpeningPros.
13. Any legal disputes shall be resolved in small claims court. The parties stipulate in advance that SharpeningPros shall be entitled to the reasonable replacement cost specified below if one or more of the knives is lost, destroyed or stolen.

14. Security Deposit:

Credit card information:

Name as it appears on the card _____

Card number _____

Type of card _____

Expiration date MM _____ / YY _____

CVV (3 digits on back) _____

Billing address _____

City _____

State _____

Zip code _____

Phone number _____

E-Mail _____

CUTLERY PROVIDED SHALL INCLUDE THE FOLLOWING:

Number and type knives provided:

Knife 1 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 2 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 3 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 4 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 5 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 6 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 7 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 8 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 9 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 10 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 11 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 12 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 13 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 14 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 15 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 16 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 17 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

CUTLERY PROVIDED SHALL INCLUDE THE FOLLOWING:

Number and type knives provided:

Knife 18 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 19 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 20 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 21 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 22 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 23 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 24 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 25 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 26 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 27 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 28 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 29 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 30 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Knife 31 is a _____: monthly lease rate shall be \$6.00; reasonable replacement cost if lost or destroyed is \$_____.

Date: _____

Craig Polley, SharpeningPros

Date: _____

Authorized Representative of
[Restaurant's full name]