



Version 4.14

RATIONAL COOKING SYSTEMS, INC.

USE AND BAILMENT AGREEMENT

This **USE AND BAILMENT AGREEMENT** (the "**Agreement**") entered into on, by and between **RATIONAL COOKING SYSTEMS, INC.** an Illinois corporation with principal offices located at 1701 Golf Road, Suite C-120, Commerce, Rolling Meadows, IL 60008 (hereinafter referred to as "**RATIONAL**"), and School District of Sarasota **Suncoast Technical College; Sarasota, FL** with principal offices located at __4748 Beneva Rd, Sarasota, FL 34231 (hereinafter referred to as "**Bailee**"), both **RATIONAL** and **Bailee**, sometimes referred to herein as "Party" or "Parties".

WHEREAS, RATIONAL has delivered to: School District of Sarasota **Suncoast Technical College; Sarasota, FL**

One (1) SelfCooking Center Whiteefficiency 5Senses 102E 408v Serial #TBD

One (1) UGII Stand Mobile

Three (5) Stainless Steel Grids/Shelves

Accessories

(such equipment hereafter referred to as the "**Equipment**")

For use in its culinary arts education programs by Bailee's personnel and students and for display and demonstration by **RATIONAL** personnel,

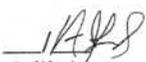
and, pursuant to the terms of this Agreement, **RATIONAL** desires to have its title and ownership interest in the Equipment acknowledged and publicly registered; and

WHEREAS, Bailee desires to use the equipment exclusively for the purposes outlined in the preceding paragraph;

NOW THEREFORE, in consideration of the mutual covenants and conditions given by the parties, the parties hereto agree as follows:

1. **TITLE:** The parties hereto hereby agree and acknowledge that **RATIONAL** shall at all times hold title to, and all ownership interest in, the Equipment. Subject to the terms of this Agreement, **Bailee** shall have the right to use and possess the Equipment solely as a bailee and not as owner; and the legal relationship of the parties shall be that of a bailment. **Bailee** hereby appoints **RATIONAL** as its attorney in fact for the purpose of filing a UCC-1 Financing Statement with the appropriate recording office for the purpose of providing public notice of **RATIONAL**'s ownership and title to the Equipment.
2. **USE, COSTS, LIABILITY:** **Bailee** shall maintain the Equipment in clean and good working condition at all times and shall use the Equipment solely for its intended use or application and in accordance with all recommended specifications, procedures, uses and guidelines. **Bailee** shall be liable to **RATIONAL** for any damages to the Equipment resulting from (a) improper storage or assembly, (b) misuse, abuse, improper or careless handling, or other damage, (c) improper maintenance by **Bailee** or any other third party, (d) operation of the Equipment outside of its rated capacity or specification, or (e) use or operation of the Equipment for a function or application other than that for which it was designed. All risk of loss or damage arising from the possession or use of the Equipment shall be the sole responsibility and risk of **Bailee**. **Bailee** agrees that it will not move the Equipment from its originally designated location without first obtaining prior written consent from **RATIONAL**.

Bailee agrees to indemnify and hold **RATIONAL** harmless against any costs or expenses, including reasonable attorney's fees, incurred by **RATIONAL** in defending any claim for personal injury or damage to property made by any employees, owners, agents, customers or invitees of **Bailee** or other third parties that arise out of **Bailee** negligence, reckless or willful acts related to the Equipment. Notwithstanding the aforementioned, **Bailee**'s obligations under this provision do not apply to the extent such damage or injury arises out of **RATIONAL**'S negligence, reckless or willful acts related to the equipment. **RATIONAL** agrees to indemnify and hold **Bailee** harmless against any costs or expenses, including reasonable attorney's fees, incurred by **Bailee** in defending any claim for personal injury or damage to property made by any employees, owners, agents of **RATIONAL** or other third parties to the extent such damage or injury


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arises out of RATIONAL'S negligence, reckless or willful acts. Nothing in this agreement is intended to waive any sovereign immunity to which Bailee is entitled to under Florida Law.

Bailee shall, at its cost and expense, maintain insurance on the Equipment against loss, damage or destruction by fire, theft and such other hazards and risks in an amount not less than the aggregate market value of the Equipment, with an insurer satisfactory to RATIONAL as evidenced by a Certificate of Insurance naming RATIONAL as an "additional insured". If Bailee is self insured, Bailee must provide statute information showing this limitation. If self insured, Bailee hereby agrees to indemnify RATIONAL the replacement cost of all equipment provided in the event equipment is lost or damaged beyond repair equipment due to fire, theft, or other acts of God. Bailee shall, at such times and as often as RATIONAL may reasonably request, permit any authorized representative of RATIONAL to inspect and use the Equipment. Bailee is responsible for preventive maintenance (cleaning) of the Equipment for its use of the Equipment.

- 3. **CONFIDENTIALITY.** Consistent with Florida Public Records for Schools; Bailee agrees to maintain strict confidentiality relating to any of the methods, processes, or other confidential information that has been or is provided by RATIONAL.
- 4. **LIENS:** Bailee shall keep the Equipment free and clear of all liens, levies, encumbrances, judicial processes, security interests and the like of any kind whatsoever. Any costs of RATIONAL to defend claims will be indemnified by Bailee.
- 5. **TERM AND TERMINATION:** This Agreement shall remain in effect as long as the Equipment is in Bailee possession. Bailee agrees to return the Equipment to RATIONAL in the same condition as it received the Equipment, normal wear and tear excepted. RATIONAL may repossess the Equipment at any time upon two (2) business days' written notice to Bailee of its intention to repossess the Equipment. Upon the expiration of the two (2) day period referenced above, RATIONAL may enter upon Bailee premises and remove any Equipment then existing on Bailee premises and Bailee agrees to cooperate fully. Bailee can terminate this agreement upon written notice. RATIONAL must remove equipment from Bailee premises within ten (10) business days of receipt of said notification.
- 6. **GOVERNING LAW:** Any and all questions relating to the validity, interpretation, rights and remedies of parties under this Agreement shall be decided solely in accordance with the laws of Illinois, wherein this Agreement is made and executed.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names on the date first written above.

RATIONAL COOKING SYSTEMS, INC.

Signature: April Shaw

Printed Name: April Shaw

Title: Area Sales Manager

("Bailee")

Approved for Legal Content,
April 13, 2015 by Matthews, Eastmoore
Attorneys for The School Board
of Sarasota County, Florida
Signed: ASH

Signature: _____

Printed Name: _____

Title: _____

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