

PURCHASE CONTRACT

This Purchase Contract hereinafter referred to as "Contract" is made and entered into this ____ day of _____ 20__ by and between Lyons Wholesale Vending (herein referred to as "Seller"), a California sole proprietorship located at 6629 La Habra Ave., Yucca Valley, CA 92284-5848, and the individual named below (hereinafter referred to as "Purchaser"):

Purchaser is

Note: Please PRINT ONLY. Use one letter or number per box. No P.O. Boxes.

NAME																			
ADDRESS																			
CITY																			
STATE																		Zip Code	
AREA CODE				Home Phone				-											
AREA CODE				Work Phone				-										Apt. #	
AREA CODE				Fax Phone				-											

QUANTITY	VENDING MACHINES OR PARTS	PRICE EACH	AMOUNT
		\$	\$
		\$	\$
		\$	\$
SUB TOTAL			\$
SHIPPING/FREIGHT			\$
MISC.: _____			\$
GRAND TOTAL			\$
DEPOSIT PAID			\$
BALANCE DUE			\$

Purchaser _____ Date _____

TERMS AND CONDITIONS

1. Seller shall perform the act of delivering the machines to Purchaser according to the package and number of machines Purchaser selected and agreed to herein this purchase contract.
2. Purchaser understands and agrees that Purchaser has (if needed) up to _____ months to raise the balance due before being in default and forfeit the deposit and machines. This is subject to California applicable laws.
3. The approximate delivery date of the vending machines shall be: _____
4. PAYMENT TERMS: Twenty percent (20%) deposit of the total payment of the applicable purchase price is due upon execution of this Purchase Contract. The eighty percent (80%) balance is due upon receipt of the applicable package machines. Any applicable sales taxes and handling charges are not included in the purchase price of the machines.
5. Training Provided: A free online Home Study Course.
6. Seller does not grant exclusive marketing territories.
7. Purchaser understands and agrees that Seller does not sell the products to stock the machines and that Seller is not quoting or representing any product cost to purchase products like candy, snacks, gum, soft drinks, etc. or the cost to fill or stock a machine and whatever your product cost is, is solely between Purchaser and the supplier of Purchaser choice and not the Seller.
8. Purchaser understands and agrees due to the many shapes and sizes of products being manufactured that not every or all products will vend, fit, or work inside the machines and some products that you may want to sell or vend may require an optional equipment upgrade at an additional cost to the Purchaser.
9. Purchaser understands and agrees that the credit and debit card reader and remote monitoring for the snack and drink combo machine is an optional equipment upgrade and is not included with the machine. Please contact Seller for current information. Note: Activation fees and data service plan are not included with reader cost and only available and charged by a third party vendor.
10. Purchaser understands and agrees that no guarantee of earnings or range of earnings is made by Seller.
 - A. The success of this business opportunity is contingent upon the Purchaser selling the goods and services of the business. Seller does not furnish or authorize its salespersons to furnish any oral or written information concerning expected sales volumes, income or profits derived from the Purchaser's operation of the vending machines.
 - B. Purchaser and Seller agree that this Purchase contract contains the entire understanding of the Agreement between the parties and there is no reliance upon any verbal representation whatsoever. Seller is not guaranteeing or representing any minimum or maximum earnings. Earnings, if any, are primarily dependent upon the type of service and promotion rendered by the Purchaser and sales volume, factors beyond the control of the Seller.
 - C. Actual results will vary from Purchaser to Purchaser and Seller cannot and will not predict the results of any Purchaser.
 - D. Purchaser understands and agrees if no earnings are made by the Purchaser, then Seller is not responsible. Purchaser understands and agrees that there are no claims, representations, guarantees, implications, or promises expressed or implied, of any earnings, sales, profits, or income made by the Seller.
 - E. Purchaser understands and agrees that, as with any investment opportunity, there is always an element of risk involved. In addition, Purchaser agrees to accept that risk no matter what the outcome. Purchaser understands and agrees that Purchaser should not invest any funds that Purchaser is not prepared and can afford to lose. Purchaser understands and agrees that it is possible to lose the entire investment when purchasing vending machines. Past results are not indicative of future results.
11. Warranties and Other Miscellaneous Information – Purchaser understands and agrees:
 - A. There is no warranty for Model #1500 Aqua Thrill® Game.
 - B. The Cat, Dog, Missing Children and NCCS Charity Donation Decals are not included with the Model numbers 1500, 8000, and 9000. You will purchase these optional decals from the charity that you sign up with.

Purchaser _____ Date _____

- C. The Model #1400 Snack Vendor®, Model #8000 Snack Machine®, and the Model #9000 You Select® each have a lifetime parts only, no labor warranty.
 - D. For Model numbers 1200, 1300, and 1600 Combo Machines, the warranty is a one (1) year parts only, no labor warranty.
 - E. Purchaser must return the defective part prepaid by the Purchaser.
 - F. Purchaser must pay for the shipping cost of the new replacement part.
 - G. Warranty does not cover machines or parts that have been vandalized or where a machine or parts have been damaged due to misuse.
12. Purchaser understands and agrees that upon receipt by commercial carrier, machines shall be deemed to belong to Purchaser and damage claims shall be the responsibility of the Purchaser in any event.
 13. Purchaser understands and agrees that once signed by Purchaser, a faxed copy or photocopy of this Purchase Contract shall have the same force and effect as the original.
 14. Purchaser understands and agrees that Seller made no representation, orally or in writing, when soliciting or offering for sale the vending machines that there is a “buyback” arrangement or that the initial payment is in some manner protected from loss or “secured”.
 - A. Purchaser understands and agrees that Seller provides no “buy-back protection” or “secured investment” arrangement of any nature whatsoever which would serve to protect Purchaser from loss of any purchases or payments hereunder, all sales are final. **NO EXCEPTIONS.** This is subject to California applicable laws.
 - B. Purchaser understands and agrees if no earnings are made by the Purchaser, then Seller is not responsible. Purchaser understands and agrees that there are no claims, representations, guarantees, implications, or promises expressed or implied, of any earnings, money-back guarantees, buy-backs or refunds. All sales are final. **NO EXCEPTIONS.** This is subject to California applicable laws.
 15. Purchaser understands and agrees that deposits are non-refundable after the three business day’s cancellation period required by California law. In the event of default, the deposit will be kept for liquidated damages. **NO EXCEPTIONS.** This is subject to California applicable laws.
 16. Purchaser understands and agrees that Seller is not guaranteeing or representing that there is a market for any vending machines Seller may sell to the Purchaser or a market for the products that Purchaser might purchase to stock the vending machines.
 17. Purchaser understands and agrees that Seller is not guaranteeing or representing that the general public will purchase products from the vending machines being sold to the Purchaser, or that businesses will want a vending machine being placed into their business or establishment.
 18. Purchaser understands and agrees that the Seller does not require the Purchaser to use the charity method for obtaining locations instead of paying a commission to said locations, and does not guarantee that the charity method will eliminate paying commissions to said locations or be effective. The charity method is only being presented as an idea or concept to try to avoid paying a commission to said locations. If you sign up with a charity to place the charity labels on your machines, you will be required to pay the charity a fee for this privilege. A minimum of \$2 per month per unit is payable 1 year in advance.
 19. Purchaser understands and agrees that Purchaser may have to pay a commission to some or all the location owners or managers whatever commissions that may be paid is solely between the Purchaser and the location owners or managers and the optional locating company that Purchaser might hire and has nothing to do with the Seller and Seller makes no representations as to how much of a commission might need to be paid.
 20. Purchaser understands and agrees that the Seller shall provide the vending machines for the Purchaser as set forth in this Purchase Contract. The Seller does not provide any locations, outlets, customers, or accounts to Purchaser. Seller makes no promises as to services to be performed in connection with the placement of the equipment, product or supplies at a location from which they will be sold or used. Purchaser understands that Seller has no involvement whatsoever in securing retails locations, sites, or accounts or businesses.
 - A. Purchaser understands and agrees that Purchaser is solely responsible for physical placement and location of equipment. The purchase price does not include fees for placing any equipment under this agreement.

Purchaser _____

Date _____

- B. Purchaser further understands and agrees that Seller does not provide any locations, placements, establishments, sites, accounts, or any location assistance whatsoever for the use or operation of the vending machines.
 - C. Purchaser agrees that there are no claims, representations, guarantees, implications, or promises, expressed or implied, of any placement of the vending machines. The placement of the vending machines is the sole responsibility of the Purchaser.
21. Purchaser understands and agrees that “locating companies” are separate entities, and in the interest of fairness, the Seller cannot recommend, guarantee, or select one company over another.
- A. Purchaser understands and agrees that Seller neither warrants the quality of locations nor endorses the locator or locating company contracted by the Purchaser. The Purchaser agrees that any contract entered into by the Purchaser with a locating service is solely between the Purchaser and said service, and that the Seller has no responsibilities or liabilities in connection with such an agreement. The Purchaser further agrees that any questions regarding locations or locator services contracted for will be directed to the locator the Purchaser contracted with, who is solely responsible for any locating agreement.
 - B. Purchaser understands and agrees that the locating company Purchaser assigned is solely in charge of all locating activities. Therefore, you will address them only with any concerns. Purchaser will pay whatever locating fees and expenses incurred directly to the said locator. Purchaser understands and agrees that these location services are from companies that are not in any way connected or affiliated with Seller.
 - C. Purchaser understands and agrees that Seller does not endorse any of these said locating companies and will not be responsible for any of their activities, including the quality of their location, work, their prices, or their company policies, etc. Purchaser further agrees that any questions regarding these services will be directed to these independent companies selling the location service and not the Seller.
22. Purchaser understands and agrees the Purchase Contract may be amended only in writing and must be signed by all the parties hereto.
23. Purchaser understands, and agrees and acknowledges having read and understood all the terms and conditions of sale on all pages of this contract prior to signing it and that Purchaser has received a complete, true and correct copy of the same. It is further acknowledged that no statements, promises, or Agreements influenced this Purchaser or are expected other than anything contained in this contract and Purchaser agrees to be bound by all of the terms and conditions.
24. Purchaser understands and agrees that assembly is required.
25. Purchaser understands and agrees that charity, product and pricing decals are not available from Seller.
26. Purchaser understands and agrees that it is up to the Purchaser to take the time to study and learn how to stock, service and maintain the vending machines.
27. Purchaser understands and agrees to change the vend prices on the mechanical machines; Purchaser will need to purchase either a new coin mech or for the adjustable smart mech, a new parts kit.
28. Purchaser understands and agrees that compliance with all state, county, and local laws, regulations, and ordinances, including any licensing permits and zoning requirements, shall be the sole responsibility of the Purchaser.
29. Purchaser understands and agrees that Seller machines are exempt from Americans with Disabilities Act compliance as it is administered by the U.S. Department of Justice. Seller machines are stand alone, not fixed machines and therefore are not covered by the A.D.A. rules and regulations. Only machines that are fixed or attached, hard wired or plumbed to the building where they are located are covered.

The U.S. Department of Justice has what they call the “Upside Down Test”, in other words, if after installing the machines, you could turn the building upside down, only if the machines would remain in place do the A.D.A. rules and regulations apply. If on the other hand it would fall to the floor, it is fully exempt from the Act and its rules and

Purchaser _____ Date _____

regulations. This covers everyone involved, the manufacturer, the dealer, the customer, and the location owner, and the owner of the vending machines.

To verify the accuracy of the above information you may wish to call the U.S. Department of Justice – Americans with Disabilities Act Compliance, toll free, at 1 (800) 514-0301 then press 7 and ask to speak with an A.D.A. Specialist.

30. Purchaser understands and agrees not to over tighten the barrel locks, which can damage the locks. The lifetime parts warranty does not cover the barrel locks that are damaged due to misuse by over tightening or by other means.
31. Purchaser understands and agrees for the Models #8000 and #9000 that in order to sell toys, super balls, or gumballs you will need to also purchase round dispensing wheels from the Seller, a set for each of these products for every machine you purchase. These wheels are not included with the Model #8000 and #9000 machines unless you purchase them separately.
32. Purchaser understands and agrees that the Model #1400 Snack Vendor® is not a vending machine. It is designed for the end user to take the correct amount of snacks and deposit the correct amount of money. This is known as the “trust system”, trusting the end user to pay after they receive their snack. Not all end users are trust worthy and may or may not pay for their snack. When this does happen, the Seller is not responsible. The Seller is not representing or guaranteeing any minimum or maximum amount of snacks being or not being stolen from the Snack Vendor®.
33. Purchaser understands and agrees for the Model #1400 Snack Vendor® that the \$1.00 dollar bill pricing decals that are included with this Snack Vendor® are optional and may or may not work as intended, even though the \$1.00 dollar bill pricing decals instruct the end user to purchase a minimum of two (2) or three (3) snacks at a time and to deposit only one dollar bill. The end user may choose to only buy one (1) snack at a time and to pay with coins instead of a dollar bill or not to pay at all and instead steal the snacks from the Snack Vendor®. When this does happen, the Seller is not responsible. Purchasers who use the optional \$1.00 dollar bill pricing decal do so at their own risk.
34. Purchaser understands and agrees for the Model #1500 Aqua Thrill® games that prize winning averages will vary from player to player and the Seller is not guaranteeing or representing any minimum or maximum prize-winning averages.
35. Purchaser understands and agrees for the Model #1500 Aqua Thrill® games that all prizes awarded to the winning players are the Purchaser’s sole responsibility and that the Seller does not sell, offer, or include any of the prizes, including the hotel stay certificates. The Seller is not representing or guaranteeing the monetary value of any game prizes, including the hotel stay certificates, and cannot make any claim as to whether or not a specific prize will be a good deal for winning players. Purchaser must select, buy, and distribute all prizes to winning players at Purchaser’s own risk and bears the responsibility for player/customer satisfaction.
36. Purchaser understands and agrees for the Model #1500 Aqua Thrill® games that the Purchaser will need to buy water to fill the games and that the Purchaser will need to empty out the dirty water and clean the inside before replacing it with new, clean water as often as needed. The Seller is not representing or guaranteeing how often this service will need to be performed. It is up to the Purchaser to discover and decide the best time and process for servicing the game. The Seller is not claiming the servicing of the game is an easy or quick task.
37. Purchaser understands and agrees for the Model #1500 Aqua Thrill® games that the Seller is not guaranteeing or representing any life expectancy. If the unit stops functioning or breaks, the Seller is not responsible. This unit has NO warranty of any kind.
38. Purchaser understands and agrees that when you place or locate a vending machine, Snack Vendor®, or Aqua Thrill® game in any store, location, or business that there is always a risk of someone stealing or vandalizing the unit. When this happens, the Seller is not responsible. The Seller makes no representations or guarantees that your units will not be stolen or vandalized.
39. Purchaser understands and agrees that the Seller does not offer any type of a “best” or “lowest” price guarantee. If the Purchaser later finds a lower price than what the Purchaser was charged, the Seller will not refund the difference. The Seller is not representing or guaranteeing that Seller’s prices are the best or the lowest prices in the vending industry. **NO EXCEPTIONS.** This is subject to California applicable laws.
40. Purchaser understands and agrees the Purchaser cannot exchange the units ordered for different units. **NO EXCEPTIONS.** This is subject to California applicable laws.

Purchaser _____

Date _____

41. Purchaser understands and agrees that like most business, the vending business is a lot of hard work and is not an easy business to learn or operate. The Seller is not guaranteeing or representing that Purchaser will be able to learn, enjoy, or operate this business or like the units the Purchaser chooses to order.
42. Purchaser acknowledges that Seller has furnished full disclosure documents including Sellers financial statement and purchase contract agreement at least forty-eight (48) hours prior to the execution of the Purchase Contract or at least forty-eight (48) hours prior to the receipt of any consideration, whichever comes first.
43. This contract shall be governed by and construed in accordance with the laws of the State of California, and no action shall be brought in connection with this contract except in the courts of said state. Purchaser expressly agrees to California as the sole forum and venue for any litigation or other claim in connection with this contract and hereby expressly waives any and all objections to such jurisdiction and venue.
44. Supplier: The supplier of the machines included in the business opportunity is Lyons Wholesale Vending, 6629 La Habra Ave., Yucca Valley, CA 92284-5848.
45. Service of Process: Agent for Service of Process in the State of California is Dale Lyons, Lyons Wholesale Vending, 6629 La Habra Ave., Yucca Valley, CA 92284-5848.
46. Purchasers Right To Void: If Seller uses any untrue or misleading statements to sell or lease a Seller Assisted Marketing Plan, or fails to comply with Section 1812.203, or fails to give the disclosure documents or disclose any of the information required by California Civil Code Sections 1812.205 and 1812.206, or the contract does not comply with the requirements of this title, then within one year of the date of the contract at the election of the Purchaser upon written notice to Seller, the contract shall be voidable by the Purchaser and unenforceable by Seller or its assignee as contrary to public policy and the Purchaser shall be entitled to receive from Seller all sums paid to Seller when the Purchaser is able to return all equipment, supplies or products delivered by Seller when such complete return cannot be made, the Purchaser shall be entitled to receive from Seller all sums paid to Seller less the fair market value at the time of delivery of the equipment, supplies or products not returned by the Purchaser, but delivered by Seller.

Upon the receipt of such sums, the Purchaser shall make available to Seller at the Purchaser's address or at the places at which they are located at the time the Purchaser gives notice pursuant to this section, the products, equipment, or supplies received by the Purchaser from Seller. Provided, however, if Seller inadvertently has failed to make any of the disclosures required by Section 1812.205 or 1812.206, or the contract inadvertently fails to comply with the requirements of this title, Seller may cure such inadvertent defect by providing the Purchaser with the correct disclosure statements or contract if at the time of providing such correct disclosures or contract Seller also informs the Purchaser in writing that because of the Seller's error, the Purchaser has an additional 15-day period after receipt of the correct disclosures or contract, within which to cancel the contract and receive a full return of all monies paid in exchange for return of whatever equipment, supplies, or products the Purchaser has. If the Purchaser does not cancel the contract within 15-days after receipt of the correct disclosures or contract, he may not in the future exercise his right to void the contract under this section due to such non-compliance with the disclosure or contract requirements of this title.

If Seller fails to deliver the equipment, training, supplies or product within 30 days of the delivery date stated in the contract, unless such delivery delay is beyond the control of Seller, then at any time prior to delivery or within 30 days after delivery, at the election of the Purchaser upon written notice to Seller, the contract shall be voidable by the Purchaser and unenforceable by Seller or his assignee as contrary to public policy.

The rights of the Purchaser set forth in this section shall be cumulative to all other rights under this title or otherwise.

Purchaser _____ Date _____

YOU HAVE THREE (3) BUSINESS DAYS IN WHICH YOU MAY CANCEL THIS CONTRACT FOR ANY REASON BY MAILING OR DELIVERING WRITTEN NOTICE TO THE SELLER ASSISTED MARKETING PLAN SELLER. THE THREE BUSINESS DAYS SHALL EXPIRE ON:

LAST DAY TO MAIL OR DELIVER NOTICE

AND NOTICE OF CANCELLATION SHOULD BE MAILED OR DELIVERED TO:

**LYONS WHOLESALE VENDING
6629 LA HABRA AVENUE
YUCCA VALLEY, CA 92284-5848**

IF YOU CHOOSE TO MAIL YOUR NOTICE, IT MUST BE PLACED IN THE UNITED STATES MAIL PROPERLY ADDRESSED, FIRST-CLASS POSTAGE PREPAID, AND POSTMARKED BEFORE MIDNIGHT OF THE ABOVE DATE. IF YOU CHOOSE TO DELIVER YOUR NOTICE TO THE SELLER DIRECTLY, IT MUST BE DELIVERED TO HIM BY THE END OF HIS NORMAL BUSINESS DAY ON THE ABOVE DATE.

WITHIN FIVE (5) BUSINESS DAYS OF RECEIPT OF THE NOTICE OF CANCELLATION, THE SELLER SHALL RETURN TO THE PURCHASER ALL SUMS PAID BY THE PURCHASER TO THE SELLER PURSUANT TO THIS CONTRACT. WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF ALL SUCH SUMS, THE PURCHASER SHALL MAKE AVAILABLE AT HIS ADDRESS OR AT THE PLACE AT WHICH THEY WERE CAUSED TO BE LOCATED, ALL EQUIPMENT, PRODUCTS AND SUPPLIES PROVIDED TO THE PURCHASER PURSUANT TO THIS CONTRACT. UPON DEMAND OF THE SELLER, SUCH EQUIPMENT, PRODUCTS AND SUPPLIES SHALL BE MADE AVAILABLE AT THE TIME THE PURCHASER RECEIVES FULL REPAYMENT BY CASH, MONEY ORDER OR CERTIFIED CHECK.

Purchaser: _____

Date: _____

Seller: _____

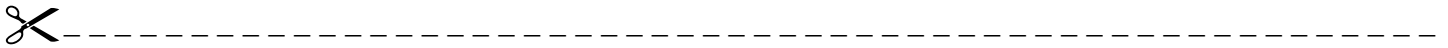
Date: _____

Why Should You Make Your Payment Using A Bank Wire?

To eliminate any confusion, you may use bank wires when ordering equipment. This has proven to be the most efficient method and provides both you and us the assurance that the transaction is handled properly. Payment should be by bank wire and this is our recommended company policy because, unlike a cashier's check or money order, a bank wire never gets lost in the mail. Furthermore, it is the most effective method. You have the satisfaction and peace of mind knowing that we will have received it just three (3) hours after you've sent it. You will also get an immediate receipt for this transaction from your bank.

The second reason bank wires are the smart way to make a payment is because it significantly speeds up the shipment of your vending machine(s).

Other methods that you can use to make a payment are Certified Check, Cashier's Check, or Money Order. While these methods are also acceptable, they will significantly delay shipment of your vending machine(s). These methods can also get lost in the mail and therefore are not recommended.



BANK WIRE INSTRUCTIONS

TAKE THIS SLIP TO YOUR BANK AND PRESENT IT TO THE TELLER,

WIRE TO: US BANK
57550 29 Palms Highway,
Yucca Valley, CA 92284-2934
(760) 365-6306

FOR: LYONS WHOLESALE VENDING
Account # _____
Routing # 122235821

ADDRESS: 6629 La Habra Ave.
Yucca Valley, CA 92284-5848

PHONE: (760) 418-5485

Instructions for Placing Your Order

1. Please call us to assist you with filling out the Purchase Contract: (760) 418-5485.
2. Choose your **method of payment**. We recommend using a bank wire to make a payment. Please read the prior page, “Why Should You Make Your Payment Using a Bank Wire?”
3. Call your bank and ask them about their special hours for processing bank wires. NOTE: each bank varies in their hours for this service.
4. Do not be surprised if your bank charges you between \$12.50 and \$50.00 for doing a bank wire. Remember, it is worth the peace of mind plus being a business expense, which is tax deductible. It also speeds up the shipping process of your vending machine(s).
5. Take the bank wire slip (included in the prior page) to your bank and inform them that you wish to wire funds from your account to US Bank for the LYONS WHOLESALE VENDING account.
6. Be sure to get a receipt for your bank wire.
7. Make copies of the bank wire receipt and the completed “Purchase Contract” for your records.
8. Mail a copy of the original bank wire receipt (or other method of payment) along with the original (completed) “Purchase Contract” to the following address:

LYONS WHOLESALE VENDING
6629 La Habra Ave.
Yucca Valley, CA 92284-5848
(760) 418-5485
9. Once the funds and the “Purchase Contract” are received in our office, we will call you to verify within 48 hours.
10. A representative will sign the “Purchase Contract”, which states that the order is being processed, and mail you a copy. Please allow 2 to 3 weeks for receipt of this copy.