



RK Ventures Inc / LakeAir
1509 Rapids Drive Suite 23
Racine WI 53404
262-632-1229

30-Day Trial Period Offer

1. Trial period starts the day your air purifier is delivered
2. Trial period end 30 days after air purifier is delivered.
3. If you do **NOT** want to purchase the air purifier you must notify RK Ventures Inc. By phone 262-632-1000 or email sales@lakeair.com.
4. If you do NOT want to purchase the air purifier you must package the air purifier in the original packaging and make available for pick up (we will arrange UPS to pick up the air purifier)
5. If you do not contact RK Ventures Inc informing us you would like to return the air purifier, you will be billed for the agreed purchase price. The invoice will be sent via email.
6. Payments for air purifiers not returned are due on receipt. Unpaid invoice will be charged a 1.5% interest late fee each month.
7. Person signing this agreement must have authority to enter into a contractual agreement for the herein named school.
8. No contract will be considered official until we have verbal confirmation from school administrator.
9. This Agreement should be filled out, signed by an authorized agent and returned to RK Ventures Inc. via email sales@lakeair.com

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30-Day Trial Period Agreement

This 30-day trial period agreement ("Agreement") is made and entered into by and between RK Ventures Inc, a Wisconsin sub chapter S corporation company ("the Company") and the undersigned as of the dates set forth in the Product Description ("the Affective Dates")

WHEREAS, the Company is engaged in the business of providing air purifying equipment; and

WHEREAS, the Customer desires to participate in RK Venture's Trial Period Program and to evaluate air purifying products, on the following terms and conditions.

NOW, THEREFORE, for the mutual promises contained herein and for other good and valuable consideration set forth herein, the parties agree as follows:

1. **Trial Period Program.** The Company shall provide the product(s) described in the Exhibit A attached hereto and incorporated herewith (each a "Product," collectively the Products) to Customer for a period of ninety (30) days commencing upon the date that the Product(s) is accepted by Company ("Trial Period Program"), unless terminated earlier in accordance with the provisions of this Agreement. Acceptance shall be deemed to occur upon the delivery and installation of the Product by the Company.
2. **Delivery, Installation and Removal.** a. Company shall deliver the Product to Customer in the manner set forth in the Purchase Agreement, described in Section 3 below. b. Initial installation of the Product(s) shall be performed by the Company, or an authorized agent of Company, or an authorized representative of the customer at Customer's premises. A representative of Customer must be present during installation. c. If a Customer wants to return any Product(s) prior to or at the conclusion of the Trial Period Program, Customer shall provide the Company written notice of Customer's intention to terminate this Agreement, and Company shall schedule the return of the Product(s) in accordance with its business demands and available work force
3. **Purchase Agreement** If after the "Trial Period Program" or anytime before its end, the "Customer" chooses to purchase this "Product". The "Customer will promptly pay the agreed to purchase price set forth in "Product Description Form:"
4. **License for Use.** Company grants to Customer an exclusive, nontransferable, revocable right to use the Product(s) within Customer's premises solely for the purpose of evaluation for possible purchase from the Company and only for the duration of the Trial Period Program. Customer shall not sublicense the right to use the Product(s) or transfer the Product(s) to a third party.

5. Title to Products during Trial Period. a. Customer acknowledges and agrees that the Company is the owner or the authorized distributor of the Product(s) and except for the right to use the Products as set forth in Section 6(c) below, Customer shall have no other right, title and/or interest in or to the Products. Customer shall not make any representation to the contrary. Customer shall keep the Products at all times free and clear from all claims, levies, liens, process, security interest and encumbrances. Upon expiration or termination of the Trial Period that does not result in the purchase of the Product(s) by Customer, Customer, shall make the Products to the Company and that they be in the same condition in which the Products was received, ordinary wear and tear excepted. b. Customer shall not alter or modify the Product(s) in any way c. Notwithstanding the above, should Customer choose to purchase the Product(s) from Company, terms and conditions for such purchase shall be made pursuant to the terms and conditions accompanying the Purchase Agreement issued by Company to Customer

6. Risk of Loss. Upon delivery of the Product(s) to Customer, all risk of loss, damage, theft or destruction, partial or complete, to any item of the Product(s) solely caused by the acts or omissions of Customer shall be borne by Customer. Customer shall promptly notify the Company of any theft, loss or damage to the Product(s).

7. "AS IS" AND DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY. UNLESS AND UNTIL THE PRODUCT(S) IS PURCHASED BY YOU, THE PRODUCT(S) IS PROVIDED BY THE COMPANY "AS IS" AND THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE AND ALL WARRANTIES FOR TITLE AND NON-INFRINGEMENT. COMPANY SHALL NOT BE LIABLE TO CUSTOMER FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL LOSS OR. EXCEPT AS SET FORTH IN A PURCHASE AGREEMENT BETWEEN THE PARTIES, THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

8. Indemnification. Customer will indemnify, defend and hold the Company harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from any bodily injury (including death) or damages to tangible property suffered by a third party to the extent proximately and proportionately caused by any willful misconduct or negligent act or omission of the Customer, its employees or agents, in connection with this Agreement.

9. Termination. Notwithstanding anything to the contrary contained herein, the Company may terminate this Agreement and repossess the Product(s) immediately upon written notice if the Customer fails to comply with any of the material terms of this Agreement, the Customer is adjudicated bankrupt, files a petition in bankruptcy, makes an assignment for the benefit of creditors or commences dissolution or liquidating proceedings.

10. Governing Law; Exclusive Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin .

COMPANY: _____

By: Randolph J Bush: President RK Ventures Inc.

CUSTOMER: _____

By: School Name / Printed name of signer / Title

I certify, I have the authority to enter into contractual agreements)

School Street Address: _____

School City: _____

School State: _____

School Zip Code: _____

School Administrator: _____

School Administrator Phone: _____

School Administrator Email: _____

School Payables Email: _____

Unit desired Maxum Electrostatic Maxum HEPA

