

CUSTOMER AGREEMENT

This AGREEMENT (the "Agreement") is effective as of the _____ day of _____ 2009 ("Effective Date"), by and between Georgia Ice Houses, LLC, a Limited Liability Company, having its principle place of business at 621 B. North Westover Boulevard, Albany, GA 31707 ("Distributor") and _____ having its principal place of business at _____ (the "Customer").

WITNESSETH

WHEREAS, Ice Houses America, LLC, (hereinafter "Manufacturer") manufactures and markets machinery and related apparatus for the production, sale and delivery of ice through products known as "ice houses" and desires to increase the sales of such Aice houses.@ There are three (3) different types of machinery which are manufactured and marketed by Ice Houses America, LLC: (a) an Ice Vending Machine (IVM); (b) an Ice Vending Hut (IVH); and (c) an Ice Vending Mini (IVMi). For purposes of this Agreement, the term AIce House@ shall refer only to the IVM and the IVH machines identified herein;

WHEREAS, Distributor markets and sells machinery and related apparatus for the production, sale and delivery of ice through a product known as an "Ice House" and desires to sell an exclusive territory for the placement and operation of Ice Houses to Customer. The Ice House is manufactured by Ice House America, LLC, a Florida Limited Liability Company with a place of business at 645 Mayport Road, Suite 3A, Atlantic Beach, Florida 32233 (the "Manufacturer");

WHEREAS, Distributor is the exclusive Distributorship of said Ice Houses within pertinent parts of the State of _____ ;

WHEREAS, Customer desires to acquire ownership of an exclusive territory in which to own and operate such Ice Houses for the sale of ice to the public at retail.

WHEREAS, Distributor is willing to sell such a territory to Customer and Customer is willing to buy such a territory subject to all provisions of this Agreement, the terms and conditions incorporated herein, and all attachments hereto.

NOW, THEREFORE, in consideration of the mutual premises and covenants hereinafter set forth and the payment by Customer to Distributor of a nonrefundable deposit in the amount of \$_____.

ARTICLE I PROTECTED TERRITORY AND ICE HOUSES

Section 1.1 Protected Territory. The Customer shall be assigned a Protected Territory as defined in Section 1.2. Upon execution of this Agreement, Customer shall be granted a territory, more precisely set forth on Exhibit A attached hereto, in which Distributor shall not permit the placement of any other AIce House@ (the "Protected Territory"). Subject to the other provisions of this Agreement, including Section 1.5, National Accounts, Customer and

Distributor have an understanding that another Ice House shall not be permitted to be placed within one (1) mile of any Customer=s Ice House.

Section 1.2 Proposed Location. Customer shall submit written proposals to Distributor detailing the proposed location of each Ice House (the "Proposed Location"). Upon Distributor's acceptance of that Proposed Location, Customer may purchase an Ice House for placement at the Proposed Location, upon such payment terms as the Distributor determines, in its sole discretion (the "Purchase Price").

Section 1.3 Delivery of Ice House. Upon Customer's placement of an order with Distributor for the purchase of an Ice House, that Ice House shall be delivered to the Proposed Location pursuant to the delivery terms contained herein.

Section 1.4 Purchase Price. Payment. One week prior to shipment of an Ice House ordered by Customer from the Manufacturer's facilities, the Purchase Price, as determined by Distributor, shall be due and payable to Distributor in immediately available funds. Distributor shall have the right to require a down payment before placing the order with Manufacturer. The Purchase Price does not include charges for shipping or installation of the Ice House by the Distributor, which shall be paid separately by Customer.

Section 1.5 National Accounts. Notwithstanding any other provision of this Agreement, Customer acknowledges that Manufacturer has reserved the right to initiate a national accounts sales program for AIn-house@ Ice Houses that could be distributed in the Protected Territory. AIn-house@ shall mean Ice Houses located within the building of a national account and shall not apply to Ice Houses located outside of the building of a national account. In-house Ice Houses being operated in the Protected Territory by the Manufacturer or its designee shall not be a default by Distributor under this Agreement.

Section 1.6 Minimum Purchase Requirements. Customer shall be required to purchase a minimum number of Ice Houses for placement in the Protected Territory within a certain time frame, all as set forth on Exhibit B attached hereto (the "Minimum Purchase Requirements"). In such event that Customer does not purchase the minimum number of houses as per Exhibit B, Customer shall forfeit their deposit and their rights to the Protected Territory.

ARTICLE II SCOPE

Section 2.1 Scope. Subject to any Event of Default or other breach on the part of Customer, Distributor hereby grants Customer, during the term of this Agreement, an exclusive right to own, use, and operate Ice Houses within the Protected Territory for retail sale and distribution of ice.

ARTICLE III

TERM AND TERMINATION

Section 3.1 Term. This Agreement shall take effect as of the date first above written and shall continue in force for a period of twenty (20) years, or so long as Georgia Ice Houses, LLC is the Distributor for the Protected Territory, unless and until terminated with cause pursuant to Paragraph 3.2 herein. During the initial term of this Agreement, and any renewal hereof, in the Protected Territory, Distributor shall not (i) appoint other distributors, agents or representatives for the sale, rent, lease, use, service or promotion of the Ice Houses; (ii) sell, rent, lease, use, service, promote or solicit sales, rental, leasing or use of the Ice Houses directly or (iii) assist others in the sale, rental, leasing, use, service or promotion of the Ice Houses directly to any customers or buyers other than Customer herein.

Section 3.2 Termination.

(a) This Agreement may be terminated prior to the end of the term hereof by (i) either party giving notice in writing to the other party, specifying in reasonable detail the occurrence of an Event of Default or other claimed breach, and in the event the other party is in material breach of any material provision of this Agreement, shall have failed to cure such breach within thirty (30) days of receipt of written notice thereof from the first party; or (ii) mutual agreement of the parties hereto.

(b) The Distributor may terminate this Agreement, with no return of any of the consideration paid hereunder by giving notice to the Customer, specifying the facts upon which such termination is based, effective upon the continuing breach after the conclusion of the thirty (30) day cure period described above, if any of the following events occur, which shall be deemed a termination "for cause" ("Event of Default"):

Any assignment or attempted assignment by the Customer of any interest in this Agreement without the Distributor's prior written consent, which shall not be unreasonably withheld;

Any sale, transfer or relinquishment of any substantial interest in the ownership or any change in management of the Customer without Distributor's written permission which shall not be unreasonably withheld;

Customer's misrepresentation of the Ice House, or Distributor's policies or services, or the relationship between Distributor and Customer;

Customer's engaging in any acts which result in the competition with or interference with any other customer's operations in such other customer's Protected Territory;

(5) Customer's failure to supply the Lab Reports (as defined herein) upon Distributor's request or submission of unsatisfactory Lab Reports, which will be determined in Distributor's sole discretion;

(6) Customer's failure to keep the area surrounding the Ice House free from debris, garbage, or other materials that would, in Distributor's opinion, interfere with the appearance of the area surrounding the Ice House;

(7) The conviction of Customer or any of the responsible members of management or major owners of Customer of a felony.

(8) Customer's failure to meet the Minimum Purchase Requirements as set forth on **Exhibit B** hereto;

(9) Customer's failure to take delivery of icehouse within 45 days of delivery date issued by Ice House America;

(10) Failure of Customer to comply with any promissory notes, security agreements, installment sales agreements or any other agreements between the parties;

(11) Customer's infringement of the trademark or patent rights of the manufacturer of Ice Houses;

(12) Customer should engage any acts which would cause Distributor to be in non-compliance of any of its obligations to the manufacturer of ice Houses; and

(13) Customer's noncompliance with any of its warranties, obligations or other terms of this Agreement.

(c) Notwithstanding the foregoing to the contrary, Customer shall be given thirty (30) days from the receipt of written notice from Distributor to cure such breach. If not cured within such period of time, Distributor may terminate this Agreement without further notice and with no return of consideration paid under the Agreement.

(d) Either Distributor or Customer may terminate this Agreement at any time if the other party, or any holder or group of affiliated holders of twenty five percent (25%) or greater ownership in the other party, becomes insolvent, or admits in writing its inability to pay its debts, or suffers a decree or order for the appointment of a receiver or trustee to be entered or suffers the institution against it of any insolvency proceeding, or any judgment, attachment, execution or similar process to be issued against a substantial part of its property, or suffers any similar act or thing under any applicable law (including, without limitation, if the other party offers or makes a settlement for the benefit of its creditors).

(e) In the event the parties have any business dealings with each other after termination of this Agreement, those business relations shall not be construed as a renewal of this Agreement or as a waiver of any such termination. Any such transactions shall be governed by the terms identical with the provisions of this Agreement unless the parties execute a new Agreement for those continuing business relationships.

ARTICLE IV RIGHTS AND OBLIGATIONS ON TERMINATION OR NON RENEWAL

Section 4.1 Rights Extinguished. Upon termination or non renewal of this Agreement in any manner and for any cause: (a) all rights and obligations granted to Customer under this Agreement shall cease and Customer shall no longer be entitled to the Protected Territory, and

(b) Customer shall not be entitled to any refund of amounts paid under this Agreement for any reason.

Section 4.2 Additional Remedies. Customer further agrees that in the event of termination or non renewal of this Agreement in any manner and for any cause:

(a) Customer shall promptly pay all amounts owing the Distributor;

(b) All orders for supplies or materials which have not been placed shall be canceled without liability of either party to the other with all deposits relating to such orders being refunded; and

(c) Customer shall allow Distributor to remove and Customer shall discontinue the use of any sign or any other designation containing any of the Manufacturer's trademarks or trade names. Should such trademarks or trade names be printed on any of the Customer's letterhead, business cards, sales literature, order blanks, promotional materials, or other documents, Customer will promptly forward to Manufacturer all such documents as may be in Customer's possession at the time of termination or non renewal, and shall promptly reprint such documents so as to remove any such trademarks or trade names of the Manufacturer.

ARTICLE V GENERAL OBLIGATIONS OF CUSTOMER

Section 5.1 Purchase of Supplies. Customer may purchase Ice House supplies, including but not limited to bags, ties, and Ice House machinery parts (including replacement parts), from Distributor. Customer shall be responsible for the purchase of all replacement parts required to repair the Ice House after purchase.

Section 5.2 Compliance and Renewal Fee. Customer shall be responsible for payment of an annual fee in the amount of Seven Hundred Fifty Dollars (\$750.00) per Ice House (the "Compliance and Renewal Fee"). The Compliance and Renewal Fee shall constitute payment for and include the right to purchase parts and supplies from Distributor, as well as the expenses of Distributor incurred in connection with Distributor's monitoring of Customer's facilities, and the Grant of Right as included in Article X, Section 10.1. Said Fee shall be included in, and payable pursuant to, the invoice for each such machine and on each anniversary of the date of each such invoice. Customer acknowledges that failure to pay these fees in a timely manner will result in immediate termination of this Agreement and use of trade names, trademarks, logos and designations (whether registered or not).

Section 5.3 Governmental Regulation. Customer shall determine and comply with all governmental laws, rules and regulations relating to the Ice House(s) (including, but not limited to, placement, installation and operation).

Section 5.4. Delivery, Installation, Hook-Up, Etc. Upon Customer's placement of an order for Ice House(s), Distributor shall arrange for delivery of each Ice House from Manufacturer's facility to its intended destination within the Protected Territory. Customer shall be responsible for proper installation and utility hook-ups of such Ice House(s), and for routine maintenance and operation of Ice Houses. Any and all costs associated with delivery,

installation, and utility hook-up shall be paid solely by Customer. Distributor has the right to inspect Customer's installed facility and to correct any installation problems, at Customer's sole expense.

Section 5.5 Expenses. Except as otherwise provided herein, Customer shall bear and pay all costs and expenses incurred by Customer in carrying out its obligations under this Agreement and in the operation of its retail Ice House business.

Section 5.6 Insurance. Customer shall keep the Ice House(s) insured against all risks of loss or damage by fire and such other risks as are covered by endorsement commonly known as supplemental or extended coverage; and shall carry public liability and property damage insurance covering the equipment in amounts of not less than one million dollars (\$1,000,000.00). All such policies shall name Distributor as additionally insured. All such policies shall be written by companies reasonably satisfactory to Distributor and certificates showing such to be in effect shall be furnished.

Section 5.7 Terms and Conditions. Customer shall, for the benefit of Manufacturer, acknowledge and sign a copy of the terms and conditions, attached hereto as Schedule 1.

Section 5.8 Lab Reports. Customer shall, at its sole expense, cause laboratory reports to be conducted every quarter if required by state regulations, which evaluate the quality of the ice produced by the Ice House (the "Lab Reports"). Such Lab Reports shall be furnished to the Distributor upon request.

Section 5.9 Fidelity. Customer shall not, directly or indirectly, promote, market, distribute, sell, rent, lease, operate, install, service or otherwise deal in products within the Protected Territory which serve the same or similar function as the Ice House.

ARTICLE VI GENERAL OBLIGATIONS OF DISTRIBUTOR

Section 6.1 Supply of Ice Houses. Distributor shall use commercially reasonable efforts to enable Customer to perform its duties under this Agreement and to promptly fill Customer's supply purchase orders.

Section 6.2 Expenses. Except as otherwise provided herein, Distributor shall bear and pay all costs and expenses, which it incurs in carrying out its obligations under this Agreement.

Section 6.3 Reservation of Rights. Distributor shall have the right to: (a) operate, and grant others the right to sell, lease, or operate Ice Houses outside of the Protected Territory; (b) warehouse and conduct within the Protected Territory, operations for sale, lease, distribution or maintenance of Ice Houses and maintain administration officers therefore.

ARTICLE VII PAYMENT AND WARRANTY

Section 7.1 Payment. Payment by Customer shall be deemed to have occurred upon receipt of immediately available funds in Distributor's bank as designated by Distributor to Customer.

Section 7.2 Payment Terms. Payment of the annual Compliance and Renewal Fee during the term of this Agreement shall be due on or before anniversary of the Effective Date of this Agreement. Payments identified in Section 1.4 are due one week prior to shipment of the Ice House or deliver of parts, or supplies, as applicable, unless Distributor and Customer have established credit terms by separate Agreement in writing signed by both parties. Payments identified in Section 5.2 are due yearly at the anniversary date of this contract. (Note: The amount due will be based on the number of machines purchased and operating as of the anniversary date.)

Section 7.3 Product Warranty/Remedies. All warranty claims shall be made exclusively against the Manufacturer. Remedies are provided in the terms and conditions attached hereto as Schedule 1.

Section 7.4 Warranty Claim Notice. Warranty claims hereunder shall be made in writing by Customer to Manufacturer within the time, and in the manner, as provided in the terms and conditions attached hereto as Schedule 1. Customer shall provide Distributor with a copy of such warranty claim upon submission to Manufacturer.

Section 7.5 Financial Performance not Warranted by Distributor. Customer acknowledges that the financial performance of the Ice House or Ice Houses which is/are the subject of this Agreement, as operated in the Protected Territory defined above, will depend entirely on Customer=s efforts to promote and manage the Ice House or Ice Houses; and Distributor makes no promise that Customer=s Ice Houses will meet or exceed the performance of any Ice House which is the subject of any pro forma disseminated by Distributor or by Ice Houses of America, LLC, or by other parties.

ARTICLE VIII INDEMNIFICATION

Section 8.1 Customer Indemnity. Customer agrees to pay, indemnify, defend and hold harmless Distributor, its directors, officers, employees, representatives and agents against and in respect of any indebtedness, obligations, liabilities and costs (including reasonable attorney fees, expert and consultant fees, and other costs of defense) relating to, arising from or in connection with claims arising from Customer's ownership or operation of the Ice House, including but not limited to any claims by third parties related to arising out of Customer's placement or use of the Ice House, including any environmental liability or for injury or death; including any claims arising out of Customer's modification or alteration of the Ice House in any manner or form.

ARTICLE IX

DELIVERY

Section 9.1 Delivery. Distributor shall arrange for delivery of the Ice House(s) to the Proposed Location. Distributor will use best efforts to meet Customer=s requested delivery schedules for Ice Houses. Provided, however, Customer acknowledges and agrees that deliery is predicated upon delivery of the ice houses by Manufacturer to Distributor, and Distributor shall have no liability to Customer for delayed delivery of the Ice House(s) due to the actions of the Manufacturer. In the event of any such delays in the manufacture and delivery of Ice Houses, the deadlines shall be extended the same amount as such delays. All risk of damage, to, or loss or destruction of, the Ice House(s) passes to Customer when each Ice House is shipped from Manufacturer.

ARTICLE X ADVERTISING, TRADEMARKS, TRADE NAMES

Section 10.1 Grant of Right. In the advertising and use of the Ice House, Distributor hereby grants Customer the right to use Manufacturer's trade names, trademarks, logos, and designations in relation to the Ice House within the Protected Territory.

Section 10.2 Use of Trademarks/ Names. Customer acknowledges Manufacturer's ownership of the name "twice the ice" and "twice the ice mobile vendor", and any abbreviations thereof and all of Manufacturer's trademarks, trade names, logos, and designations (whether registered or not).

Section 10.3 Expiration of Right. Upon the expiration or termination of this Agreement, Customer will forthwith cease all display, advertising, and use of all Manufacturer names, marks, logos, and designations, and will not thereafter use, advertise, or display any name, mark, or logo which is, or any part of which is, similar to or confusing with any such designation associated with any Ice Houses.

ARTICLE XI MISCELLANEOUS

Section 11.1 Relationship. This Agreement does not make either party the franchiser, franchisee, employee, partner, joint venture, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. Without limiting the foregoing, any use of the Ice House by Customer shall be accomplished solely in the name of Customer as user of the Ice House purchased by Customer under this Agreement.

Section 11.2 Assignment. Customer shall not assign or transfer any right or interest in and to this Agreement without the prior written consent of Distributor, which shall not unreasonably be withheld.

Section 11.3 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged, in whole or in part, by a waiver or renunciation of the claim or right except in writing; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party, or of the right of the party giving such notice or demand to require the other party, to take further action without notice or demand as provided in this Agreement.

Section 11.4 Choice of Law. This Agreement will be governed by the laws applied by courts of the state of Georgia.

Section 11.5 Attorneys' Fees. In the event of any action, suit or proceeding between the parties hereto, the prevailing party shall be reimbursed by the other party for reasonable attorneys' fees and court costs incurred in connection therewith.

Section 11.6 Severability. In the event any of the terms of this Agreement are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement and this Agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions comprise an integral part of, or are otherwise inseparable from, the remainder of this Agreement.

Section 11.7 Interpretation. The parties have jointly participated in the drafting of this Agreement and no ambiguity, omission or error shall be construed against any party for having drafted same.

Section 11.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

Section 11.9 Section Headings, Construction. The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All words used in this Agreement will be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

Section 11.10 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt); provided that a copy is also promptly

SCHEDULE 1
ICE HOUSE AMERICA, LLC.
TERMS AND CONDITIONS

GENERAL. The sale of Ice House America, LLC (IHA) Ice Houses and services is subject to the following terms and conditions, and to any additional terms and conditions (not in conflict with the following terms and conditions) to which IHA expressly agrees in writing. IHA specifically objects to and rejects any contrary terms and conditions contained in any purchase order for IHA Ice Houses and services. No acknowledgment of a purchase order waives the following terms and conditions unless signed by an executive officer of IHA. The provisions of this section and the following terms and conditions shall constitute a part of any contract for the sale of IHA Ice Houses and services.

DELIVERY AND RISK OF LOSS. All deliveries are f.o.b. Moultrie, Georgia, or such other place from which IHA Ice Houses are shipped. All risk of damage to, or loss or destruction of, Ice Houses passes to Distributor upon such delivery. Delivery of Ice Houses may be in a single delivery or in installments. Notwithstanding the foregoing, Distributorship shall keep the Ice Houses insured against all risks of loss or damage by fire and such other risks as are covered by endorsement commonly known as supplemental or extended coverage; and shall carry public liability and property damage insurance covering the equipment in amounts of not less than \$1,000,000. All such policy shall name IHA as additionally insured. All such policies shall be written by companies reasonably satisfactory to IHA and certificates showing such coverages to be in effect shall be furnished to IHA upon delivery.

PRICING AND TERMS. All prices are in U.S. dollars and are F.O.B. Terms are CIA unless written credit terms are established between IHA and Distributor. Orders for IHA Ice Houses received and acknowledged will be entitled to pricing per ICE HOUSE=S price list in effect on the date the order is received.

INSPECTIONS. Distributor shall have the right to inspect IHA's Ice Houses prior to shipment, and will also have the right to inspect the Ice Houses within ten (10) days after their arrival at receiving point. Failure to make inspection, and to provide IHA with written notice specifying any claimed basis for rejection, within that time, will constitute acceptance of the Ice Houses and, if the distributor has established credit terms, a final waiver of any right to make any inspection prior to payment for the Ice Houses. If distributor exercises the right to inspect the Ice Houses prior to shipment, IHA will provide reasonable facilities and assistance for the safety and convenience of the inspectors; such inspection will be deemed preliminary only, and all such Ice Houses so inspected will be subject to Distributor's right to final inspection at receiving point as specified above.

LIMITED WARRANTIES. IHA warrants that IHA Ice Houses will be delivered free from any security interest, lien, or encumbrance EXCEPTING such liens against the Ice Houses as security for payment for the Ice Houses by the Distributor, if credit terms have been established. IHA warrants, for a period of ninety (90) days from the date of delivery, all IHA Ice Houses against material defects in workmanship and materials. Every claim under this warranty shall be deemed waived unless a claim is made in writing and delivered to IHA within thirty (30) days of the date the alleged defect was discovered, and within one (1) year of the date of delivery. IHA must be given an opportunity to inspect the Ice Houses alleged to be defective in order to determine if the handling, installation, and operating conditions have been satisfactory. Any component of Ice Houses sold by IHA, which is manufactured by others, is warranted only

to the extent and limits of the warranty of the manufacturer of such component. **IHA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THE LIMITED WARRANTIES SET FORTH HEREIN.**

RETURNS/LIMITED REMEDIES. IHA Ice Houses, which are nonconforming, may be returned, at distributor's expense, for full credit or replacement, at distributor's option. IHA shall have no liability for Ice Houses damaged in shipment. No IHA Ice Houses may be returned without prior written authorization by IHA. **THIS SECTION STATES THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.**

LIMITATION OF LIABILITY. THE MAXIMUM LIABILITY, IF ANY, OF IHA FOR ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, CONTRACT DAMAGES AND DAMAGES TO PERSONS OR PROPERTY, WHETHER ARISING FROM IHA'S BREACH OF THESE TERMS AND CONDITIONS, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, WITH RESPECT TO IHA ICE HOUSES OR ANY SERVICE RENDERED BY ICE HOUSE, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE IHA ICE HOUSES. IN NO EVENT SHALL IHA BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF IHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

FORCE MAJEUR. IHA shall not be liable for any delay or inability to provide Distributor with IHA Ice Houses due to fire, windstorm, flood, or act of god, governmental order or regulation, labor difficulties, or other causes beyond its control and without its gross fault or negligence.

GOVERNING LAW. The sales of IHA Ice Houses and services are governed by the laws of the state of Florida.

NOTES REGARDING DISTRIBUTOR'S CONTRACT WITH ICE HOUSE AMERICA. It is noted that if for any reason Distributor's contract with Ice House America is either terminated or not renewed, Ice House America will honor the terms of this contract.

Distributorship: GEORGIA ICE HOUSES, LLC

Customer:

By:

By:

Title:

Title:

EXHIBIT A
PROTECTED TERRITORY

