



www.officeh2o.com

Office H2O  
HQ 9635 Park Davis Drive,  
Indianapolis, IN 46235

6 Offices Serving Indiana, Kentucky, and Ohio  
(866) 621-6910



CUSTOMER INFORMATION		BILLING INFORMATION (if different)	
Company Full Legal Name: <u>(Transportation Dept)</u> <u>Boone County Board of Education</u>		Company Name:	
Contact: <u>Shelby Walter</u>	Phone #: <u>857-384-5321</u>	Contact:	Phone #:
Equipment Location Address: <u>5505 North Bend Rd</u>		Address:	
City, State, Zip: <u>Burlington, KY 41005</u>		City, State, Zip:	
Email: <u>shelley.walter@boone.kyschools</u>	TIN#:	Email:	P.O.#:
Org Type: <input type="checkbox"/> Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ State incorporated/organized: _____			

RENTAL TERM	MONTHLY PAYMENT	BILLING FREQ./TYPE	SPECIAL INSTRUCTIONS
<u>36 months</u> <del>60 months</del>	\$ <u>144</u> .00 (plus taxes)	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Check <input type="checkbox"/> Monthly <input type="checkbox"/> ACH	

EQUIPMENT SCHEDULE	ACCOUNT SETUP FEES
<u>3 Wellsys 7000 w/ foot pedal</u>	Installation Fee \$ <u>150</u> / Unit = \$ _____
<input type="checkbox"/> See attached equipment schedule (if applicable).	Other Fees* = \$ _____
	* _____

ACH INSTRUCTIONS
By providing the bank account information herein, I (we), as the account holder(s), authorize the Distributor or its assignee and our or its financial institution to debit our account for the amounts due or to become due under the terms of this Rental Agreement. This authorization will remain in effect until written notification of termination is received by the Distributor or its assignee.
Routing #: _____ Account #: _____
Account Name: _____ Authorized Signer: _____

Agreed and Accepted by:

Customer:

_____	_____
Authorized Signature	Name Printed
_____	_____
Title	Date
Distributor: <u>[Signature]</u>	<u>Account Exec</u>
Signature	Title
	<u>06/29/2021</u>
	Date

Customer acknowledges having read and understood all of the terms of this Rental Agreement, including page 2 hereof, and agrees to be bound by all of the terms herein upon execution of this Rental Agreement.

Reference Number \_\_\_\_\_ (for internal use only)

## Rental Agreement Terms

- 1. Ownership of Equipment:** Distributor is the sole owner and title-holder of the equipment under this Rental Agreement ("Equipment"). Customer agrees to keep the Equipment free and clear of all liens and Customer will pay all taxes, filing fees, interest and penalties relating to this Rental Agreement or the Equipment.
  - 2. Complete Agreement:** Customer agrees that no promises or agreements have been made by Distributor or anyone else regarding the rental or use of the Equipment which are not part of this Rental Agreement.
  - 3. Authorized Signer:** The person signing this Rental Agreement on behalf of the Customer represents he/she has the power and authority to do so on behalf of the Customer.
  - 4. Liability and Insurance; Indemnity:** Customer is responsible for any damage to the equipment or losses or injuries caused by the Equipment due to acts of Customer. Customer agrees to keep the Equipment fully insured against such losses during the term of the Rental Agreement or any extension hereof. If Distributor or its assignee requests proof of insurance and Customer fails to provide said proof, Customer agrees to pay to Distributor or its assignee the cost (which may be at a higher premium) of the insurance obtained by Distributor or its assignee. Customer agrees to indemnify, defend and hold harmless Distributor's assignee at all times, including after termination of this Rental Agreement, from and against any loss, damage, liability or claim, including reasonable attorneys' fees, caused by the Equipment or its use. *AS PERMITTED BY KY LAW. JG 6/30/21*
  - 5. Location of Equipment:** Customer will keep the Equipment at the location specified in this Rental Agreement. The Distributor or its authorized agent must perform any relocation of the Equipment.
  - 6. Distributor Interests:** Customer may not sell, transfer, encumber or assign the Equipment or this Rental Agreement without the prior written consent of Distributor or its assignee. Distributor may sell, transfer, encumber or assign its interests in the Equipment and/or this Rental Agreement. Any assignee of Distributor will have all of Distributor's rights and benefits under this Rental Agreement but none of its obligations.
  - 7. Agreement Inception, Payment Requirements, Payment Due Dates:** This Rental Agreement shall commence on the Delivery and Acceptance Date ("Commencement Date") and continue for the duration of the term stated on page 1 herein. Rental will accrue from the Commencement Date; provided that payment for the initial billing period shall be due thirty (30) days after the Commencement Date. Thereafter, payments will be due for each billing period on the date that Distributor or its assignee establish for payments under this Rental Agreement. If payment is not made within fifteen (15) days of when due, a late charge equal to 15% of the late payment or \$20, whichever is greater, will be charged for each late payment. Customer's obligation extends through the term of the Agreement.
  - 8. Early Termination:** Customer may terminate this Rental Agreement with thirty (30) days prior written notice to Distributor and upon payment, as calculated on the termination date, of all remaining payments, and all sales tax, and fees, if applicable.
  - 9. Renewal/Price Protection:** ~~After the initial rental term (or extension previously agreed to), this Rental Agreement will renew for an additional 12 months and annually thereafter at the same monthly rate unless the Customer notifies Distributor in writing ninety (90) days prior to the expiration of the initial rental term (or extension previously agreed to) that Customer does not intend to renew this Rental Agreement and will return the Equipment.~~ *92*
  - 10. Installation, Maintenance and Care:** Customer agrees to use the Equipment in accordance with the Distributor's specifications and will make the Equipment available to Distributor or its authorized agent for service and maintenance. Amounts payable by Customer under this Rental Agreement are exclusive of any charges for Equipment service, maintenance, repairs or relocation.
  - 11. UCC Filings:** Customer grants Distributor (and its successors and assigns) authorization to sign and file Uniform Commercial Code financing statements deemed necessary by Distributor (or its successors and assigns) to protect its interests in the Equipment.
  - 12. Default:** If Customer does not pay any amount when due, or breaches any other term of this Rental Agreement, or becomes insolvent or subject to any insolvency proceeding, Distributor or its assignee may deem the Customer in default and Distributor or its assignee may thereafter exercise any and all legal remedies available by law including but not limited to, repossession of the Equipment, termination of maintenance agreements, reimbursement of reasonable attorney fees associated with any action, repossession or disposal of the Equipment and acceleration of the balance due under this Rental Agreement. If any part of this Rental Agreement is found to be invalid, then it shall not invalidate any of the other parts.
  - 13. Business Agreement:** Customer agrees that this Rental Agreement and its use of the Equipment is solely for business purposes. This Rental Agreement will be governed by the laws of the state in which the Equipment is located. Any judicial proceedings arising under this Rental Agreement shall be adjudged by any court in any state in which the Customer conducts business at the commencement of the action or is organized. Customer expressly accepts the jurisdiction and venue in any such court and irrevocably waives any right to a trial by jury.
  - 14. Manner of Execution:** This Rental Agreement may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically, and by the different parties on separate counterparts each of which, when so executed, (and any copy of an executed counterpart that is an electronic record) shall be deemed an original but all such counterparts shall constitute but one and the same agreement. Delivery of a signed counterpart hereof by facsimile transmission or by e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.
  - 15. Miscellaneous:** At the discretion of Distributor or its assignee (the "Holder"), the authoritative electronic copy of this Agreement ("Authoritative Copy") may be converted to paper and marked as the original by Distributor or such assignee (the "Paper Original"). Unless and until the Holder creates a Paper Original, the Authoritative Copy of this Agreement: (1) shall at all times reside in a document management system designated by Holder for the storage of authoritative copies of electronic records, and (2) is held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Original, the parties hereto acknowledge and agree that: (a) the electronic signing of this Rental Agreement also constitutes issuance and delivery of the Paper Original, (b) the electronic signature(s) associated with this Rental Agreement, when affixed to the Paper Original, constitutes legally valid and binding signatures on the Paper Original, and (c) the Customer's obligations will be evidenced by the Paper Original after such conversion. Any purchaser of this paper is notified that a security or ownership interest has been granted to the party holding the Paper Original of the Rental Agreement marked "ORIGINAL" and any other security or ownership interest herein will violate the rights of such party.
- Subject to confirmation and documentation, in the event of non-appropriation, this agreement will terminate without penalty.*

Reference Number \_\_\_\_\_ (for internal use only)

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- In the event of lack of performance by Office H2O and the inability to satisfactorily resolve these performance issues, customer has the option to terminate this agreement without penalty.*





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Customer Name: Boone Co. Board of Education

### DELIVERY AND ACCEPTANCE CERTIFICATE

Customer and Distributor certify that all Equipment described in the Rental Agreement has been delivered and properly installed according to the Rental Agreement. Customer acknowledges that the Equipment is in good condition and is performing satisfactorily. Customer hereby accepts the equipment unconditionally and irrevocably in accordance with the Rental Agreement and understands that invoicing will commence upon receipt of this Certificate showing execution by Customer. Distributor acknowledges its obligation to provide maintenance services in accordance with any maintenance agreement separately entered into between Distributor and Customer.

**Customer: Do not sign this Certificate until you have actually received, installed, inspected and accepted all of the Equipment described in the Rental Agreement.**

X

Customer (Authorized Signature)

Name (Print)

Title

Date

Jon Fletcher

Account Exec

06/29/2021

Distributor (Authorized Signature)

Name (Print)

Title

Date

MODEL	SERIAL #

☐ See attached equipment schedule (if applicable).

#### Statement of Assurance

Distributor is committed to providing you with quality equipment, quality service and quality drinking water. If for any reason you are not satisfied with the performance of your equipment or the level of service provided, please contact us directly for prompt assistance.

Reference Number \_\_\_\_\_ (for internal use only)



# Office H<sub>2</sub>O

## Customer Satisfaction Guarantee

This warranty covers all water purification systems serviced by Office H2O per the attached rental agreement. If repairs cannot be made, Office H2O will replace the equipment with another model of equal or greater capabilities at no additional cost to the customer.

In the event that the customer becomes aware that the equipment does not meet minimum performance standards, customer agrees to notify Office H2O in writing within ten (10) business days of first knowledge of unsatisfactory performance. Office H2O shall have five (5) business days to correct the specified problem. In the event the specified problem is not corrected, as provided herein, customer shall be issued a check from Office H2O equal to the amount of one month's rental payment per non-performing system.

Office H2O will provide all service and support for the system(s) during the entire rental period to include service calls, parts, labor, preventative maintenance and filter changes as needed.

Customer agrees to provide normal care for the unit(s). Damage to the water purification unit(s) outside of normal wear and tear and/or attempts to move the unit(s) or to alter their performance, may void the warranty.

## Office H2O Statement of Assurance

Office H2O is committed to providing its customers with quality equipment, quality service and quality drinking water. If for any reason you are not satisfied with the performance of your equipment, please contact Office H2O directly for prompt assistance.

Customer

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Office H2O Representative

Signature: [Signature]

Print Name: Jon Fletcher

Date: 06/29/2021

Reference # \_\_\_\_\_