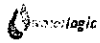


COF Contract # 2019-0329



RENTAL AGREEMENT

Waterlogic USA • 866.917.7873
www.waterlogicusa.com • www.javasmarcoffee.com

Customer Information		Billing Information (If Different)	
Franklin Police Department			
Name of Company Donna Thorpe		Billing Entity Name	
Contact Name 900 Columbia Ave.	Phone Number	Billing Contact Attention To	Phone Number
Address (Street Only) Franklin TN 37064		Billing Address	City, State, Zip
City, State, Zip Donna.thorpe@franklintn.gov	County	Accounts Payable Email	
Primary Email Contact		EIN (Federal Tax ID Number Required)	Years in Business # of Employees
Assigned Sales Representative Name and Contact Information: Angel Espinoza angel.espinoza@waterlogicusa.com			

Equipment Schedule

Quantity	Equipment Detail	Monthly Rental (Water/Ice)* or Service Fee (Coffee)	Minimum Consumable Spend Per Month PER UNIT (Coffee ONLY)*	Line Item Total
1	Iguassu Ice	77.00	0.00	77.00

*See reverse side for details regarding the Waterlogic/JavaSmart Coffee Program (Available in select US Markets)

Terms and Payment Schedule:

Rental Term: 60	Total Monthly Payment = \$77.00 (sum of all line items above) **	**All rental and consumable payments are subject to current applicable tax. Taxes will be calculated and reflected on all Customer Invoices and/or billing statements.
Payment Payment Method: Check	Purchase Order PO Number Purchasing Contact	Billing Send Method:
Special Provisions: ID: Ice/water system renewal REF#94288	Installation Fee \$ 0.00 Billing Frequency: <input checked="" type="checkbox"/> Quarterly (WL Default) <input type="checkbox"/> Annually <input type="checkbox"/> Monthly INITIAL DUE**: Sum of First Payment and Install (Actual invoice amount will depend on billing frequency selected plus all applicable taxes) \$ 77.00	

Agreed and Accepted By:

Customer:

Eric S. Stuckey
City Administrator

Eric S. Stuckey

1-17-2020

WL:

A

1AM

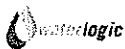
1-21-2020

The person signing this agreement on behalf of Customer specifically represents they have the authority to do so. Customer acknowledges having read and understood all of the terms and provisions of this Rental Agreement, including the reverse side hereof, and agrees to be bound by all of the terms and provisions. Customer agrees this Agreement is for the rental term indicated above and cannot be cancelled for any reason.

Approved as to form:

Maricruz R. Fincher
Maricruz R. Fincher, Staff Attorney

Law Dept. approved 12.03.19



Terms and Conditions

1. **Ownership:** Waterlogic Americas, LLC (Waterlogic) or subsequent assignees is the sole owner/titleholder of the Water, Ice or Coffee Equipment (together with any upgrades, replacements, repairs, and additions, and including all any and all tubing, connectors, water and/or drain lines connected to the equipment, collectively "The Equipment") during the initial rental term, or any extension thereto.
2. **Complete Agreement:** Customer agrees that no promises or agreements have been made by Waterlogic or anyone else which are not part of this Rental Agreement (Agreement) and that any revisions to this Agreement must be signed by an authorized representative of Waterlogic and Customer.
3. **Authorization/Ratification/Execution:** This Agreement exists between Waterlogic and Customer. The person(s) signing this Agreement on behalf of Customer represents they have the authority to do so and that no information supplied by Customer is false. Payment by Customer on this Agreement signifies ratification of this authority and of this Agreement. Electronic, facsimile and email delivered signatures are deemed fully enforceable valid signatures as if such signatures were an original signature as of the date executed.
4. **Location of Equipment:** Customer will keep Equipment at the location specified in the Agreement. Only Waterlogic or an authorized agent must perform any relocation of Equipment (for reasonable and customary charges). Should Customer unilaterally move or relocate Equipment, Customer will be responsible for all costs associated with any damages that may arise, including damage to or loss of the unit or damages to the premises. If Waterlogic is requested to remove Equipment, or relocate Equipment, there will be a fee of \$150 per unit within a 60 mile service area (relocation beyond a 60 mile service area subject to quote).
5. **Installation, Use, Maintenance and Care:** Waterlogic, or its authorized agent, agrees to install Equipment in accordance with manufacturer's specifications or subject to and in the case of any separately executed Service or Vendor Agreement. Customer agrees to use and maintain Equipment for drinking water and/or coffee and/or ice consumption only and not for any other purpose. Customer is responsible for any damages or service costs associated with unauthorized use. Customer will also make Equipment available and accessible to the Waterlogic or its authorized agent for maintenance in accordance with manufacturer's specifications, or subject to and in the case of any separately executed Service Agreement.
6. **Right to Cure:** In the event Equipment fails to perform as specified, above and beyond ordinary/customary service calls, and Waterlogic is unable to cure the problems within thirty (30) days of Customer's written notice of the specified failure, Waterlogic will replace Equipment with the same or like units at no charge to Customer.
7. **Inception, Payment Due Dates, Other Charges and Invoicing:** Quarterly (or other periodic) rentals begin on the delivery and/or acceptance date and continue on the same day of each quarter (or other period) thereafter. The due date for the quarterly (or other periodic) payments due under this Agreement shall be established by Customer's first invoice on a net thirty (30) basis. If payment is not made by due date, a late charge of 1.5% per month or 18% per year of monies owed (18% annually) will be charged for each late payment. If Customer specifically elects to receive a mailed periodic invoice as a method of payment, an environmental surcharge of \$5.00 will be added per paper invoice generated. Customer will make rent payments as set forth on page 1 of this Agreement. Waterlogic (or its successors or assignee) will establish the due date for the quarterly payments due under this Agreement and communicate the same to Customer from time to time. Waterlogic reserves the right to increase the rental rate annually but under no circumstances will that rate increase exceed more than 5% per annum.
8. **Renewal:** After the initial rental term or any extension thereto, this Agreement will renew for an additional extension period of twelve (12) months unless Customer notifies Waterlogic or its assignee in writing at least sixty (60) days prior to the expiration of the initial term or extension that Customer will not renew this Agreement. The annual renewal term will be at the current monthly rates reflected at time of renewal.
9. **Payment Requirements:** Customer's obligation extends through the full term of the Agreement, or any extension thereto, and cannot be cancelled. Should Customer request removal of Equipment prior to the end of term, Customer will be responsible for full payment on the remaining balance of the Agreement, or any extension therefor, together with any outstanding existing balance, plus a \$150 early termination processing fee per unit, prior to removal. By electing either the credit card or Auto Debit/ACH forms of payment on the front side of this Agreement, Customer authorizes Waterlogic to charge their designated credit card or removed funds from their designated bank account for all agreed upon reoccurring charges or monthly rentals. Waterlogic reserves the right to charge or remove funds for monthly charges or reoccurring charges accordingly without requiring the Customer's signed authorization for the duration of this rental term, or any authorized extension thereto.
10. **Liability, Insurance and Indemnity:** Customer is responsible for the risk of loss for any destruction or damage to the Equipment and for any injuries due to the acts or omissions of the Customer. Customer shall promptly notify Waterlogic of any loss, destruction, damage or injury. No such loss, destruction or damage will relieve the Customer of its payment obligations under this agreement. Upon any loss, destruction or damage Waterlogic shall have the right to terminate this agreement and Customer shall be liable for unpaid rental payments for the remainder of the rental term plus the estimated fair market value of the Equipment at the end of the scheduled rental term. Customer further agrees to keep their premises and therefore the Equipment fully insured against losses during the rental term. If Waterlogic or its assignees request proof of insurance and Customer fails to provide said proof of insurance within thirty (30) days of request, Customer agrees to pay Waterlogic the cost of the insurance obtained by Waterlogic or its assignee within fifteen (15) days of notice of the same. Any insurance payments made for loss, damage or destruction of the Equipment shall be promptly paid to Waterlogic. Customer assumes all risks and liability for the loss of or damage to Equipment, for injury to any person or property of another and for all other risks and liabilities arising out of the improper use, operation, condition, possession or storage of Equipment.
11. **Assignment of Interests:** Customer may not sell, transfer, encumber or assign Equipment or Agreement without express prior written consent of Waterlogic or its assignee. Waterlogic may sell, transfer, encumber or assign all or part of its interests in Equipment and/or Agreement to its assignee and will notify Customer within 30 days of assignment. Any assignee of Waterlogic will have all of Waterlogic's rights and obligations under this Agreement, unless otherwise specified in writing and agreed upon by Customer.
12. **Equipment Return:** Upon proper notification and expiration of this Agreement, Customer shall make Equipment accessible to Waterlogic for pick up, together with all accessories, including water and/or drain lines, free from damage and in the same condition and appearance as when received by Customer, accounting for ordinary wear and tear. If Customer fails or refuses to return Equipment, Waterlogic shall have the right to take possession of Equipment and, for that purpose, to enter any premises where Equipment is located without being liable in any suit, action, defense, or other proceedings to Customer. Customer must pay any and all rents due until Waterlogic receives the Equipment.
13. **Default:** If Customer does not pay any amount when due, or breaches any other term of the Agreement, Waterlogic or its assignee may deem Customer in default of the Agreement. Waterlogic or its assignee retains the right to exercise any and all legal remedies available by applicable laws, including, but not limited to, repossession of Equipment, termination of maintenance agreements, acceleration of the remaining balance due under this contract and reimbursement of reasonable attorney fees and/or costs associated with any action, repossession, or disposal of Equipment.
14. **Business Agreement:** This Agreement is for business purposes and will be governed under the laws of the state of California. Should any legal action, suit or proceeding be initiated arising out of this Agreement, or the Equipment covered hereby, such action shall be brought in any court located in Contra Costa County, California, or any such court having jurisdiction over the parties all at the sole election of Waterlogic or its Assignee. All parties hereto waive any right to a trial by jury. If any part of the Agreement is found to be invalid, then it shall not invalidate any other parts(s), and the Agreement shall be modified as permitted by law.
15. **Other Rights/Obligations:**
 - a) Customer agrees Waterlogic's, or its assignee's, failure to exercise any of their rights doesn't prevent them from exercising them at a later date.
 - b) **Taxes/Fees:** Customer agrees to pay any and all taxes or any associated regulatory fees not imposed by Waterlogic related to the use of the Equipment. To the extent Waterlogic pays any of the foregoing on Customer's behalf, Customer agrees to promptly reimburse Waterlogic for such amount plus a processing fee. These include, but are not limited to: sales, use, and any applicable property taxes or associated third-party fees, if any. If Customer is an entity that is exempt from sales tax, Customer must provide confirmation and a valid true and legal copy of its Certificate of Sales Tax Exemption to Waterlogic for sales tax to be removed from invoices.
 - c) **Service /Surcharge:** Waterlogic reserves the right to charge Customer for scheduled trips canceled or rescheduled by Customer. Waterlogic also reserves the right to institute service charges, including fuel surcharges, as market conditions warrant. Customer grants Waterlogic (and its successors and assigns) authorization to sign and file at any Uniform Commercial Code financing statements deemed necessary or desirable by Waterlogic (or its successors and assigns) to protect its interests in Equipment.

Special Terms Regarding Coffee Equipment, Beverage Systems and Coffee Consumables

- a) **Waterlogic/JavaSmart Exclusivity:** Customer agrees to purchase any and all coffee, coffee allied and beverage system products exclusively from Waterlogic/JavaSmart during the specific rental period or any extension thereto. Non-Waterlogic/JavaSmart products may be expired, too dry, too oily, or may coagulate and will likely cause Equipment maintenance problems, resulting in additional service requirements that will be chargeable to Customer. Use of other products may also void the Equipment warranty.
- b) **Customer Required Maintenance:** Customer is required to perform basic regular maintenance on all Coffee Equipment in accordance with manufacturer's specifications as provided to Customer upon each placement. Customer acknowledges that this required maintenance is essential for the proper functioning of the Coffee Equipment during the full duration of this Agreement.
- c) **Minimum Monthly Consumable Spend:** For all qualifying coffee systems defined in the Equipment Schedule on page one, Customer is subject to a minimum monthly consumable spend PER COFFEE UNIT as detailed in the corresponding column. Should Customer not meet the minimum monthly consumable spend, Customer will be invoiced only the difference between the minimum monthly consumable requirement and the actual monthly spend per coffee unit. Minimum monthly consumable orders are not applicable for water or ice systems rentals. Coffee orders can be placed via www.javasmarcoffee.com.