



PURE WATER TECHNOLOGY®

Customer Care Guarantee

Water Quality/Service Guarantee:

We guarantee the quality and freshness of our water. All service calls related to the system are included in ~~36~~ month Price Protection Rental. Please contact 888-987-GOGREEN for all of your service needs and questions.

Price Protection Guarantee for~~36~~months:

Simple billing and easy to budget! Pure Water Technology maintains a close relationship with our manufacturer that includes monitoring our service, handling the billing, and providing a price protection guarantee for the water you use. By taking advantage of the ~~36~~-month Price Protection Rental, you will not have to worry about price increases, energy surcharges or additional equipment charges during the rental.

Warranty on Equipment:

All equipment under our rental/service program is 100% guaranteed for as long as you have the rental agreement. Pure Water Technology guarantees on-site repair or replacement for the equipment. Pure Water Technology guarantees that all equipment will perform to manufacturer's specifications. If your equipment does not meet the manufacturer's (PHSI) specifications, and the system cannot be repaired, Pure Water Technology will replace your cooler at no charge. Pure Water Technology will not be liable for improper use of the machine or damage; furthermore, it will be the customer's responsibility regarding any theft, damage, vandalism or natural disaster.



Tina Scherr 
Vice President, Pure Water Technology

Notes: _____

Company Name: Calexico Unified School District

Customer Name Print _____

Signature _____

The Rental Agreement supersedes all terms and conditions on the "Customer Care & Price Guarantee/Insurance", and will prevail in all legal and contractual matters. Pure Water Technology® will not be liable for improper use of the system(s) or external damage; furthermore, it will be the customer's responsibility regarding any theft, damage, vandalism, or natural disaster. All lines, installation components, and parts involved in the placement of Pure Water Technology® systems are property of Pure Water Technology® and are subject to removal upon equipment removal. Customer is responsible for all taxes due.

"Technology for a Healthy Planet"™

888-987-GOGREEN

4683 MISSION GORGE PL., SAN DIEGO, CA 92120 WWW.PUREWATERTECHSANDIEGO.COM

Pure Water Technology of San Diego

4683 Mission Gorge Pl.

San Diego, CA 92120

Fax: 619-564-8505

888-987-GOGREEN (4647)

CUSTOMER INFORMATION		BILLING INFORMATION (if different)	
Company Full Legal Name: Calexico Unified School District		Company Name:	
Contact: Eugenia Diaz	Phone #: 760-768-3892	Contact:	Phone #:
Equipment Location Address: 541 Rockwood Ave.		Address:	
City, State, Zip: Calexico, Ca. 92231		City, State, Zip	
Email: Ediaz@cusdk12.org	TIN#:	Email:	P.O.#:
Org Type: Corp LLC Partnership Other _____ State incorporated/organized: _____			

RENTAL TERM	MONTHLY PAYMENT	BILLING FREQ./TYPE	SPECIAL INSTRUCTIONS
36 mo's	\$ 69.00 (plus taxes)	<input checked="" type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Credit Card (3% fee)	<input checked="" type="checkbox"/> Check <input type="checkbox"/> ACH

EQUIPMENT SCHEDULE	ACCOUNT SETUP FEES
3i water purification system Located in Training Center <input type="checkbox"/> See attached equipment schedule (if applicable).	Installation Fee \$ 49.00 / Unit = \$ 49.00 Other Fees* = \$ _____ * _____

Agreed and Accepted by:

Customer:

_____	_____
Authorized Signature	Name Printed
_____	_____
Title	Date

Distributor:

_____	_____	_____
Signature	Title	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.
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:** Price Protection will apply and there will be no increases during the agreements initial term, even if Distributors costs increase. After the initial term (or extension previously agreed to), this Agreement will automatically renew for an additional 12 months and annually thereafter at the same monthly rate unless Customer notifies Distributor in writing 90 days prior to the expiration of the initial term or extension that Customer does not intend to renew this Agreement.
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:** 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:** There is only one "ORIGINAL" of this Rental Agreement with the Customer's original signature. Any purchaser of this paper is notified that a security or ownership interest has been granted to the party holding a copy of the Rental Agreement marked "ORIGINAL" and any other security or ownership interest herein will violate the rights of such party.



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Customer Name: Calexico Unified School District

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

X _____
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)