



Better thinking. Better water.

D.B.A. CoolerSmart

RENTAL AGREEMENT

P.O. Box 513030, Philadelphia PA 19175
888.826.6537 • (F) 844.323.1900

www.coolersmart.com

Customer Information		Billing Information (If Different)	
1204932, Lindy Property Management			
Name of Company Janice Gregg	Phone Number (215) 886-8030	Billing Entity Name	
Contact 207 Leedom St.	Phone Number	Billing Contact Attention To ***SAME***	
Address Jenkintown, PA, 19046	County MONTGOMERY	Billing Address City, State, Zip	
City, State, Zip	County	Accounts Payable Email	
Primary Email Contact		EIN (Federal Tax exempt ID Number Required)	
Account Executive Contact Information:		Waterlogic East. ("WLE") Contact Information	
C. Murray		Equipment Service: 888.826.6537 • Service Billing: 888.826.6537 Coffee Orders: Online at Javasmart.com or 888.740.5282	

Equipment Schedule:

Quantity	System (Model and Serial Number)	Rental Price Per Unit	Line Item Total
1	Infiniti FS H&C Char (Upgrade)	31.15	31.15
	Bi-Annual Preventive Maintenance Billed Separately @ \$75 / per change		
All Consumables (Cups etc.) are Billed as Needed			

Terms and Payment Schedule:

Rental Terms: 60 months	Total Monthly Payment (sum of all line items above)* = \$31.15	*All rental payments are subject to current City and County Sales Tax. Sales Tax will be calculated and reflected on all Customer Invoices.
Billing Frequency: <input checked="" type="checkbox"/> Quarterly (WLE Default) <input type="checkbox"/> Monthly <input type="checkbox"/> Annually	Payment Method: <input type="checkbox"/> Credit Card <input type="checkbox"/> Auto Debit/ACH <input checked="" type="checkbox"/> Mailed Invoice <input type="checkbox"/> Emailed Invoice	

Special Provisions:	Amount Due:
Free Installation (x1)	Installation Fee
	# of Units ____ x \$95 Basic \$ 0
	# of Units ____ x ____ Custom
	TOTAL DUE with Order*: \$ 0
	Sum of Total Monthly and Install

Agreed and Accepted By:

Customer: X	Authorized Signature	Print Name	Date
	X President	X ALAN LINDY	X 1/21/14
WLE:	Authorized Signature	Title	Date
	X	Customer Support Rep	1/21/16

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. The Customer agrees this Rental Agreement is for the rental term indicated above and cannot be cancelled for any reason.

Office Use Only	Lease Funding Information			Linked		
<input type="checkbox"/> Waterlogic East. 888.826.6537	<input type="checkbox"/> Time Payment Corp 877.868.3800	<input type="checkbox"/>	<input type="checkbox"/> Coffee	<input type="checkbox"/> Service	<input type="checkbox"/> Ice	<input type="checkbox"/> Other:



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Terms and Conditions

1. **Ownership:** Waterlogic East, Inc. ("WLE") or subsequent assignees is the sole owner/titleholder of 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 WLE or anyone else which are not part of this Agreement and that any revisions to this Agreement must be signed by an authorized representative of WLE and the Customer.
3. **Authorization/Ratification/Execution:** This Rental Agreement exists between WLE and Customer. The person(s) signing this Agreement on behalf of the Customer represents they have the authority to do so and that no information supplied by Customer is false. Payment by Customer on this Rental Agreement signifies ratification of this authority and of this Rental Agreement. Facsimile and email delivered signatures are deemed fully enforceable valid signatures as if such signatures were an original signature as of the date executed.
5. **Location of Equipment:** Customer will keep the Equipment at the location specified in the Agreement. Only WLE or an authorized agent must perform any relocation of the Equipment (for reasonable and customary charges). Should Customer unilaterally move or relocate the 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.
6. **Installation, Use, Maintenance and Care:** WLE, or its authorized agent, agrees to install the Equipment in accordance with manufacturer's specifications. Customer agrees to use and maintain the Equipment in accordance with the manufacturer's specifications, and 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 the Equipment available and accessible to the WLE or its authorized agent for maintenance, subject to and in the case of any separately executed Service Agreement.
7. **Right to Cure:** In the event the Equipment fails to perform as specified, above and beyond ordinary/customary service calls, and WLE is unable to cure the problems within thirty (30) days of the Customer's written notice of the specified failure, WLE will replace the equipment at no charge to Customer.
8. **Payment Due Dates and Inception:** The due date for the quarterly (or other periodic) payments due under this Rental Agreement shall be established by Customer's first invoice. 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. If payment is not made within 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. If customer 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.
9. **Renewal/Price Protection:** After the initial rental term or any extension thereto, this Agreement will renew for an additional term equal to the Initial Term, not exceeding twelve (12) months, unless Customer notifies WLE or its assignee in writing sixty (60) days prior to the expiration of the initial term or extension that Customer will not renew this Agreement and will return the Equipment. The annual renewal term will be at WLE current monthly rates, but in no case shall exceed an increase of more than five percent (5%) over the previous term or renewal.
10. **Payment Requirements:** Customer's obligation extends through the full term of the Rental Agreement, or any extension thereto. Should Customer request removal of the 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 \$50 processing fee per unit, prior to removal.
11. **Liability, Insurance and Indemnity:** Customer is responsible for any losses or injuries caused by the Equipment and will indemnify and hold WLE harmless from any tax, claim, lawsuit or exposure relating to this contract or the Equipment, unless such losses or injuries occur due to the express and intentional conduct of WLE. Customer assumes all risk and liability for the loss of or damage to the Equipment, for injury to any person or property of another and for all other risks and liabilities arising out of the use, operation, condition, possession or storage of the Equipment. WLE Customer further agrees to keep the Equipment fully insured against such losses during the term of the Agreement or any extension thereof.
12. **Assignment of Interests:** Customer may not sell, transfer, encumber or assign the Equipment or this Agreement without express prior written consent of WLE or its assignee. WLE may sell, transfer, encumber or assign all or part of its interests in the Equipment and/or this agreement to its assignee and will notify Customer within 30 days of such an assignment. Any assignee of WLE will have all of WLE's rights and obligations under this Agreement, unless otherwise specified in writing and agreed upon by the Customer.
13. **Equipment Return:** Upon proper notification and expiration of this Agreement, Customer shall make the Equipment accessible to WLE 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 the Customer, accounting for ordinary wear and tear. If the Customer fails or refuses to return the equipment, WLE shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense, or other proceedings to Customer. The Customer must pay any rents due until WLE receives the Equipment.
14. **UCC Filings:** Customer grants WLE (and its successors and assigns) authorization to sign and file at any Uniform Commercial Code financing statements deemed necessary or desirable by WLE (or its successors and assigns) to protect its interests in the Equipment.
15. **Default:** If Customer does not pay any amount when due, or breaches any other term of the Agreement, WLE or its assignee, may deem Customer in default of the Agreement, and WLE or its assignee retains the right to exercise any and all legal remedies available by applicable laws, including, but not limited to, repossession of the Equipment, termination of maintenance agreements, acceleration of the remaining balance due under this contract, reimbursement of reasonable attorney fees associated with any action, repossession, or disposal of the Equipment.
16. **Business Agreement:** Customer agrees that this Agreement is for business purposes and will be governed under the laws of the state of California. Customer further agrees that should any legal action, suit or proceeding be initiated by any party to this Agreement with regard to or arising out of this Agreement, or the equipment covered hereby, such action shall be brought in any court or courts having jurisdiction over the Customer or the Customer's assets, all at the sole election of WLE or its Assignee. Customer and WLE 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.
17. **Other Rights/Obligations:**
 - a) Customer agrees WLE's, or its assignee's, failure to exercise any of their rights doesn't prevent them from exercising them at a later date.
 - b) Consumables (i.e. filters/usage items) are not included in the monthly rental and are separately billed as needed by WLE.
 - c) **Taxes/Fees:** Customer agrees to pay any and all taxes or any associated fees not imposed by WLE related to the use of the rental Equipment. These include, but are not limited to: sales, use, and any applicable property taxes or associated third-party fees, if any.



Waterlogic USA
Consolidated Installation Sheet

Sales Rep: C. Murray		Date Submitted: 1/25	
Install Date: 2/2	Date verified w/Customer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BDC Rep:	
Customer Name: 1204932, Lindy Property Management			
Primary Contact: Janice Gregg		2 nd Contact:	
Address: 207 Leedom St.			
City: Jenkintown		State: PA	Zip: 19046
Phone: (215) 886-8030 ext 10		2 nd Contact:	
Email: jgregg@comehometolindy.com		2 nd Contact:	
Source (Please refer to current Sale/Campaign List):			
Type	<input type="checkbox"/> New Business (new customer/new unit)	<input type="checkbox"/> Add-On (existing customer/net+unit)	<input checked="" type="checkbox"/> Upgrade (new equip/new contract)
	<input type="checkbox"/> Purchase (No Service)	<input type="checkbox"/> Purchase (w/Service Agmt)	<input checked="" type="checkbox"/> Rental → Rental Term: 12 / 24 / 36 / 48 / 60 Specify: 60
			<input type="checkbox"/> Renewal (same equip/new contract)
			Demo? <input type="checkbox"/> 3 days <input type="checkbox"/> 5 days

System Install Info (One System Per Install Sheet Unless Multiple Units Are To Be Installed Together):

Water	Model: Infiniti	CT/TT or Tower? Tower	WLE Only	Temp: H&C Color Char	Special Requests: (Filtration v. RO) : Filt
Coffee	Model:	Plumbed/ Pourover?:	Add'l Carafes/ Airpots?:		Special Requests:
Ice	Model:	Volume Required:	Vendor:		Special Requests:

Installation Specifications: PLEASE ATTACH PICTURE IF POSSIBLE/All Distances in Feet

<u>Installation Location:</u> Diagram Area or Attach Min 3 Pictures of Site	Location Name: In place of current cooler (kitchen) System # 1 of 1 Total Units			
	Building Water Source (Well/City):	City	Location Water Source Distance:	Less than 5 ft.
	Ceiling Type: (Drop Tile/Solid Etc)	Drop	Ceiling Height: (Lift/Ladder Req'd?)	Standard
	Copper Requested?		If Yes, Distance Over 25 Feet?	
	TDS Source Water:		TDS Current Drinking Water:	
			If RO: Distance to Drain Source:	
			Wall Type: (Stucco/Drywall etc) :	Dry
			Electrical Source (needs to be w/in 5 ft)	Yes
			# of Users (Or/& Bottles/Month If Applicable)	Users: Bottles:

Site Specifications

Facility Access:	Hours AM-PM: to	Available Days: <input type="checkbox"/> M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F
Additional Requests?	<input type="checkbox"/> Certificate of Insurance (COI)	<input type="checkbox"/> Cert. of Occupancy (New Construction)
		<input type="checkbox"/> Prop.Mgr/Maint? →
		<input type="checkbox"/> Safety Training?
Contact:		
Phone:		
NOTE: If any of the following apply, an Operations walk through is required (CUSTOM INSTALL):		
- More than 6 Units installed - Ceiling Height greater than 12' Water source located on another floor		
- More than 25' feet copper - Unit more than 100' from water source R/O usage greater than 10 gpd/cooler.		
Scheduled date for walk through:		Tech Assigned:

Additional Comments and/or Instructions:	Run new lines & Install cup holder (if needed) HRS: 9a-4p Loc: kitchen
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