



RENTAL AGREEMENT

3175 Bass Pro Dr. Grapevine, TX 76051
Phone: 866-917-7873

CUSTOMER LEGAL NAME: Rosedale Court Apartments		Tax ID#:	Telephone No: (215) 240-7508
Billing Address: PO BOX 7559 Bill Box #00WATEast #155 Hicksville, NY 11802		Equipment Location (If other than Billing Address): 2223 Florey Ln., Bldg E. Abington, PA 19001	
EQUIPMENT DESCRIPTION:			
Quantity	Equipment Description	Rental Amount/Month	Service Amount/Month
1	WL 270 (Tower)	\$24.00	\$11.00
BASE TERM IN MONTHS	MONTHLY PAYMENTS	**If more than one rental payment is required as an Advance Payment, the balance will be applied to rental payments in inverse order, starting with the last rental payment.	
60 Mos	Rental Amount/Month: \$24.00	(a) Advance Payment: \$	Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.
	Service Amount/Month: \$11.00	(b) Installation Fee: \$50.00	
	Total Amount/Month: \$35.00 (plus taxes)	(c) Documentation Fee: \$	
	Total due a + b + c =: \$50.00		
Payment Method: <input type="checkbox"/> Credit Card <input type="checkbox"/> Auto Debit/ACH <input type="checkbox"/> Purchase Order Payment & Invoice Method: <input type="checkbox"/> Email <input type="checkbox"/> Paper			
Special Provisions: No Hot Water. First Month Free.		Billing Frequency <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> Annually	

In this agreement ("Rental"), "we," "our," and "us" refers to Waterlogic Americas, LLC and "you" and "your" refer to the Customer. You agree to rent the Equipment from us upon the following terms and conditions:

- 1. RENTAL PAYMENTS AND TERM:** The Rental is enforceable on you upon your execution. The term of the Rental shall commence on the date the Equipment is delivered to you ("Rental Commencement Date"). The first Rental Payment shall be due on the date we specify in the month following the Rental Commencement Date, as set forth in our invoice, and the remaining Rental Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Rental Payment for the period from the Rental Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. ~~We may adjust the Rental Payments up to 15% if the actual costs are different than the estimate used to calculate the Rental Payments.~~
- 2. DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Rental Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
- 3. INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, rental, possession, delivery or return of Equipment.
- 4. RENTAL EXPIRATION, RENEWAL:** Unless you notify us at least 90 days prior to the expiration of the Rental of your election to return the Equipment, this Rental will renew on an annual basis at the same monthly Rental Payment until you provide us with at least 90 days notice and return the Equipment. If you return the Equipment it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Rental Payment. You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Rental or for damages incurred in shipping and handling.
- 5. LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
- 6. NO WARRANTY:** You have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- 7. INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. OWNERSHIP AND TAXES: We own the Equipment. If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fees and penalties relating to the purchase, use, rental and/or ownership of the Equipment. If we pay any taxes (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Rental, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Rental Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Rental to you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds.


10. ASSIGNMENT: You have no right to sell or assign the Equipment or Rental. We may sell or assign our rights in the Rental and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Rental is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. CHOICE OF LAW: THIS RENTAL WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. MISCELLANEOUS: This Rental is the parties' entire agreement and can be amended only in writing signed by both parties. This Rental may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Rental is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Rental that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY CUSTOMER:	
	Print Name: <u>Brian M Kroker</u> Title: <u>COO</u>
Customer Authorized Signature	E-Mail Address: <u>bkrroker@comhome-toindy.com</u> Tax ID No.: <u></u> Date: <u>8/9/21</u>
PERSONAL GUARANTY: Undersigned guarantees that Customer will make all payments and perform all other obligations under the Rental when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Customer or the Equipment. Undersigned also waives all suretyship defenses and notification if the Customer is in default and consents to any extensions or modifications granted to Customer. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Customer. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.	
SIGNED X _____	Print Name: _____ E-Mail Address: _____
Accepted by: Waterlogic Americas, LLC By: _____	Title: _____ Date: _____



WL270

Sturdy design and steady performance
for quality water



Reliable performance

Easy operation, robust design and durable materials, make the WL270 the perfect fit even for demanding environments. The gravity fed system makes this machine ideal for areas with low water pressure or situations where incoming water conditions require the use of reverse osmosis.

Advanced technology

The WL270 features three core technologies:



High performance filtration

Waterlogic's filters are certified to stringent standards by IAPMO R&T, carrying the Water Platinum Seal, meaning they offer the best possible filtration. This guarantees each drop is as good as the last.



In-tank UV sanitization

Waterlogic's in-tank UV technology acts against waterborne micro-organisms and bacteria, dispensing great quality water glass after glass.



BioCote® protection*

The key plastic surfaces surrounding the dispensing area are infused with BioCote®, a silver ion additive that provides an effective barrier against microbes like bacteria and mold, which may cause odors or staining.

Simply great, clear water

Free from chlorine (dependent on filters type and water conditions)
Free from waterborne tastes and odors

*BioCote® technology does not protect users or others against disease causing bacteria, germs, viruses or other harmful organisms. This technology is not a substitute for good hygiene and/or cleaning practices.

Features

Multiple filtration options to fit specific water conditions. A choice of carbon filtration or reverse osmosis, ideal to address poor incoming water conditions

Gravity-fed system, particularly suitable for low pressure installations, also guarantees water supply in case of power outage

The in-tank sanitizing system ensures water is exposed to the UV light to maintain the microbiological purity of the water

Faults indicators for easier servicing

BioCote® protected reservoir and dispensing area (including drip tray body, cold faucet, user interface panel and buttons)

Leak detection for peace of mind

Energy saving sleep mode

Water options

cold



sparkling

ambient



hot



extra hot

Number of users



30 - 50

Technical specifications

Types available

Freestanding

Dimensions

14.9" (W) x 44.8" (H) x 13.3" (D)

Dispensing area height

9.0"

Weight

72.7 lbs

Standard filtration supplied

Reverse osmosis or 1 x Carbon filter

Storage capacity

Ambient reservoir: 2.5 gal

Cold tank: 1 gal

Total capacity: 4 gal

Hot tank (500 Watt): 1/2 gal

Compressor

110V (60 Hz)

Water temperature settings

Cold: 37 °F - 54 °F

Hot: 189 °F

Model name

WL1000

Model number

19-GU-XXX

Tested and certified

Certified by IAPMO RHT to NSF/ANSI 61, CSA B462.1 and NSF/ANSI 272 for lead free compliance.



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