



# Proposal and Rental Agreement

## Who is Quench?

Quench is the brand that helps growing and forward-thinking workplaces keep their employees, customers, and guests happy, healthy, and hydrated. We offer water-as-a-service solutions by providing pure drinking water through a broad array of bottle-free machines, including water coolers, ice machines, sparkling water dispensers, and coffee brewers.

Our point-of-use machines offer users countless consumption choices, including mineral-infused quenchWATER+, chewable ice, sparkling water, flavored water, and even coffee. Customers choose Quench because of our the depth of options, national reach, and consistently high level of service to deliver pure, delicious water to tens of thousands of small businesses and to over half of the Fortune 500 organizations across the continent.

Headquartered outside Philadelphia, PA, Quench is a Culligan company.

## Why Choose Quench?

Quench empowers you to take hydration and on-demand water to the next level. Over twenty years of industry experience and state-of-the-art filtration technologies make Quench the authority in sustainable drinking water solutions tailored for your business. We don't just filter your workplace water, we can purify it, freeze it, make it sparkle, make flavored, make it hot, even make it coffee. We can install and service one or one thousand units.

**Highest Quality Products:** Over the last few years, we have been building our portfolio of best-in-class point-of-use water dispensing systems so that our customers can fulfill all their water needs with us. We are a one-stop-shop for all your workplace hydration requirements.

**National Reach & Local Touch:** Quench is fully staffed with local water experts for your region, and your industry. That means we will work with you to build the right setup for your specific location and business model. Consolidated billing, consistent equipment servicing experience and a highly-trained nationwide workforce means that Quench can provide the same excellent water service to multi-location enterprises as well as small-to-medium businesses, anywhere in North America.

**Ultimate Flexibility:** Because our portfolio is so deep, and because we pair national capacity with local service and expertise, we are able to customize drinking water solutions for businesses of all sizes and in most locations.



Water



Ice



Sparkling Water



Coffee

Please consider electronic invoicing, and credit card or ACH payment options to help us both do our part for the environment.



Green Business Bureau

**ACCOUNT INFORMATION:**

Company("Customer"): 251 DeKalb Apartments

Address: Lindy Property Management Billbox #00185 - queusa (Property 185),  
Hicksville, NY

City: Hicksville

State: NY Zip: 11802

**CONTACT INFORMATION:**

Name: Stephen Cicala

Email: scicala@comehometolindy.com

Phone: 2159902539

**CONTRACT INFORMATION:**

Term: 36 Months

Master Contract Term: 36 Months

Renewal Term: 1

Renewal Term: Month to Month

Payment Terms: Net 30

Special Terms and Conditions:

**INVOICE INFORMATION:**

Invoice Delivery Method: Email

PO #: Billbox #00 – queusa – (Property  
185)

Billing Period: Monthly

PO Expiration Date:

Payment Method: Check

Tax Exempt? (if Yes, provide cert.) No

**INVOICE CONTACT INFORMATION:**

Name: Accounts Payable

Email: paylpm7559-regular@rcash.com

Phone: 2159902539

Fax:

**RENTAL EQUIPMENT**

Site Address	Product	Description	Quantity	Monthly Fee	One Time Fee	Net Total
251 W. Dekalb Pike, West Tower Management Office King Of Prussia, PA	Q5FS CF QW Plus	Q5	1	\$50.25	\$0.00	\$50.25
	Annual Maintenance		1	\$0.00	\$0.00	\$0.00
	Install Fee		1	\$0.00	\$100.00	\$100.00

Total Monthly Fees (excluding tax)	Total One-Time Fees (excluding tax)
\$50.25	\$100.00



**1. OWNERSHIP OF EQUIPMENT:** Quench USA, Inc. ("Quench") is the sole owner of the equipment listed on this Agreement, including any Add-on Schedule(s) hereto, as well as the tubing between the water source and such equipment (collectively, the "Equipment"). Quench shall have the right to change, substitute or remove any of the Equipment. Customer agrees not to modify, remove or conceal any identification notices or markings affixed to the Equipment. Customer has no right to sell, transfer, encumber, sublet or assign the Equipment or this Agreement to any other entity. Quench may transfer or assign this Agreement and/or ownership of Equipment to any entity, and such party will have the same rights and benefits as Quench.

**2. INSTALLATION, LOCATION AND USE OF EQUIPMENT:** Quench shall arrange for delivery and installation of the Equipment, including the initial connection of the Equipment to Customer's CO2 source, if applicable. With Customer's prior written approval, Customer authorizes Quench or its installer to drill holes and/or run tubing where needed. Customer may not move the Equipment without Quench's prior written permission. Customer will allow Quench or its agents to inspect the Equipment at any reasonable time. Services will be performed as Customer and Quench deems necessary to maintain the Equipment in good working order. Additional service requested by Customer will be billed at Quench's applicable rate. Customer will use the Equipment only for its intended purpose of filtering or purifying potable water. Customer will not modify the Equipment in any manner or allow the Equipment to be affixed to the premises in such a manner as to become a permanent part thereof. Customer is responsible for all authorizations or approvals necessary to install the Equipment in its premises and represents to Quench that it has obtained all such approvals.

**3. PAYMENTS AND FEES:** Customer agrees to pay to Quench all fees within Net 10 days of invoice. Customer agrees to pay \$40.00 per payment rejected by its bank, in addition to any other remedy allowed by law. In the event this Agreement includes one or more coffee brewers, Customer agrees to purchase from Quench at least the minimum monthly coffee order per unit specified on the reverse hereof (the "Minimum Order"). To the extent the Customer's actual monthly order value is less than the Minimum Order, the difference between the Minimum Order per unit and the actual order per unit shall be billed to the Customer and become payable to Quench under the terms of this Agreement. Quench may waive its right to invoice the Customer for this difference at its discretion. Coffee orders may be fulfilled and invoiced by the Quench office coffee service group (Macke Coffee, a division of Quench, USA, Inc.). In the event this Agreement includes one or more Bevi systems, Customer agrees to purchase replacement flavors and CO2 that will be automatically replenished by Quench as needed to maintain full operation of the system. Quench will invoice Customer for the Flavor and CO2 replenishment following the completion of the work. This replenishment invoicing will be separate from the rental invoicing. Unless otherwise stated in this Agreement, invoicing will occur Monthly starting the first day of the month after the commencement of this Agreement. The first Monthly invoice will include a prorated amount reflecting the period between commencement of this Agreement and the invoicing start date. To the extent that Customer is party to any other Rental Agreements or Add-on Schedules relating to Quench equipment, Quench reserves the right to issue a consolidated invoice. The initial consolidated invoice will reflect the appropriate prorated adjustments to address for differences in billing periods. Consolidated billing will not modify the start and end dates of the relevant rental term or renewal term, which shall continue to be governed by the applicable Rental Agreement or Add-on Schedule. Invoices will be delivered to the email address listed on the reverse hereof. Changes in email and/or credit card information must be made prior to any billing cycle to avoid late fees. Customer authorizes Quench to contact any credit agency for information on Customer in connection with this transaction.

**4. EQUIPMENT RESPONSIBILITY, TAXES AND INSURANCE:** Customer is responsible for the Equipment until removed by Quench and shall exercise all due care in use of the Equipment. Customer will comply with all laws applicable to the operation and maintenance of the Equipment and assumes responsibility for failure to comply therewith. Customer will maintain the Equipment in the condition received, excepting ordinary wear and tear. Customer agrees to pay when due all applicable taxes relating to the Equipment. Customer will maintain, at all times while the Equipment is located on the premises of Customer, (i) insurance covering any loss, damage or injury of any nature caused by the Equipment, which was solely due to the negligence of Customer, which insurance will protect Quench from any such liability, and (ii) insurance against any loss of or damage to the Equipment caused by Customer. Customer agrees that the amount of insurance against loss of or damage to the Equipment shall not be less than its full replacement value. In the event that the Equipment is lost, damaged or becomes inoperable due to Customer's act or omission, Customer agrees to pay replacement value for the damaged Equipment and continue to make payments under this Agreement and the applicable Add-on Schedules until the end of the applicable rental term. Quench will provide replacement Equipment of the same make, model or equivalent capability. Both parties agree to defend, indemnify, and hold harmless each other from and against any and all claims, losses, liabilities, damages, and expenses relating to the Equipment, Equipment installation, or this Agreement, or the failure of any connection to or from the Equipment (including any supply lines enabling such connection), except to the extent arising from the negligence or intentional misconduct of either party. Quench agrees to have and maintain the minimum requirements set forth in Exhibit "A" entitled "Insurance Requirements for Vendors and Contractors", a copy of which is attached hereto and incorporated herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by Customer, as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by Customer. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

**5. TERM AND TERMINATION:** The initial rental term under this Agreement for a particular piece of Equipment shall commence on the date that such Equipment is installed. The rental term shall continue for the period set forth on the reverse hereof; provided, however, that, if this Agreement includes multiple pieces of Equipment, such period shall be measured from the date on which the last piece of Equipment is installed. After the initial rental term under this Agreement and any renewal thereof, the rental term will automatically renew on a month-to-month basis, unless either party notifies the other in writing 30 days prior to the expiration of such initial or subsequent rental term. The automatic renewal mechanism described in the foregoing sentence shall similarly apply at the end of the initial rental term identified on any Add-on Schedule, as well as at the end of any renewal rental term thereunder. Upon termination of the rental, Customer agrees that any such termination shall not be effective until Quench receives the applicable Equipment in good working order. In connection with removal of the Equipment, the tubing may not be removed from the water source. In such event, Customer shall, for all purposes, assume responsibility for such tubing thereafter. Further, Customer will ensure that the Equipment is disconnected from any CO2 source, if applicable, prior to Quench's removal of the Equipment. The terms and conditions of this Agreement shall remain in full force and effect from the date upon which this Agreement is fully executed, and continuing for so long as any Equipment is being rented by Customer, whether listed on the reverse hereof or on an Add-on Schedule, and this Agreement shall terminate only after all such rental terms have ended and Quench has received all Equipment in good working order.

**6. DEFAULT:** If Quench terminates a rental term under this Agreement or any Add-on Schedule due to Customer's default, including but not limited to, non-payment of any amount when due, improper care, usage or handling of the Equipment, or failure to perform any other obligation hereunder, Customer will be responsible for payment of all fees for the remaining term(s), as well as for all damages and removal and shipping charges incurred by Quench. Further, in the event of default, Customer and Quench will coordinate an agreed upon date and time to pick up Equipment from Customer's premises and waives any requirement that Quench post a bond in connection with any such removal.

**7. MISCELLANEOUS:** This Agreement, together with any applicable Add-on Schedule(s) and Site Survey(s) and Change Order(s) executed by the parties, and any document provided to Customer by Quench in connection with the delivery, installation or use of the Equipment, constitutes the entire agreement between Customer and Quench and supersedes any and all previous agreements between the parties related to rental of the Equipment. This Agreement may only be amended or modified by written instrument executed by duly authorized representatives of the parties. If any provision of this Agreement is found to be unenforceable, such provision shall be severed from this Agreement, and the remaining terms of the Agreement will continue in full force and effect. If either party brings an action to enforce any term or condition of this Agreement, including, but not limited to in connection with termination or either party's default, the non-prevailing party agrees to pay the prevailing party's reasonable attorney's fees and all costs associated with such action. Further, Customer agrees that this Agreement will be governed under the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles, and Customer agrees that any action arising hereunder will be submitted only to any court in Montgomery County, Pennsylvania. Both parties hereby waive any right to trial by jury in any such action. Any delay or failure by either party to exercise any right under this Agreement will not prevent the other party from exercising any rights at any later time. Any notice required under this Agreement shall be directed to Customer or Quench at their respective addresses set forth on the reverse hereof with delivery by hand, by certified U.S. mail, or by any other method verifying receipt by Customer or Quench.

**AUTHORIZATION:** Customer agrees to all terms and conditions contained in this Agreement, and represents that signer is authorized to enter into this Agreement. This Agreement is not binding unless executed by an authorized representative of Quench USA, Inc.

Authorized Representative of Customer

Name: Brian Krakor

Title: Chief Operating Officer

x Brian Krakor 12/4/23

Signature & Date

Authorized Representative of Quench USA, Inc.

Name: Laine Hubbard

Phone: 817-796-6740

Email: lhubbard@quenchwater.com

x Laine Hubbard

Signature & Date 12.4.23

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# Exhibit A

## Insurance Requirements for Vendors and Contractors

Vendor/Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

#### A. Worker's Compensation and Occupational Disease Insurance

Workers Compensation Coverage: Statutory requirements of the state in which the services are to be rendered.

##### Employers Liability minimum limits.

Employers Liability – Per Accident Per Employee	\$1,000,000
Employers Liability Disease – Each Employee	\$1,000,000
Employers Liability Disease – Aggregate	\$1,000,000

Include Waiver of Right to Recover from Others Endorsement (WC 00 0310) where permitted by state law, naming Lindy Communities

#### B. Commercial General Liability (Occurrence Form)

##### Coverage must include the following perils and minimum limits:

Each Occurrence	\$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 5,000

1. The aggregate must be applicable on a per project basis.
2. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
3. Broad Form Property Damage
4. Additional Insured endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.
5. If Vendor/Contractor sublets to another, all or any portion of the work, those subcontractors must also comply with the minimum limits outlined in this Exhibit "C."

**C. Commercial Automobile Liability Insurance**

Coverage must include the use of all Owned, Non-Owned, and Hired Vehicles. Minimum limits:

Bodily Injury and Property Damage	\$1,000,000
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**D. Umbrella / Excess Liability Insurance**

Coverage must include the following minimum limits:

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

**If the Vendor/Contractor maintains higher limits than the minimums shown on the previous page and this page, Lindy Communities requires and shall be entitled to coverage for the higher limits maintained by the Vendor/Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Lindy Communities.**

***Additional Insured Status***

Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor/ Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's/Contractor's insurance at least as broad as ISO form CG 20 10 04 13 and CG 20 37 04 13.

***Primary Coverage***

For any claims related to this contract, the Vendor's/Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to Lindy Communities.

Vendor/Contractor's insurance carrier to notify Lindy Communities of any policy cancellations. Notice of cancellation must be provided to Lindy Communities within 10 days for non-payment of premium and 30 days for any other reason.

***Waiver of Subrogation***

Vendor/Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor/Contractor may acquire against Lindy Communities by virtue of the payment of any loss under such insurance. Vendor/ Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Lindy Communities has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by Lindy Communities. Lindy Communities may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best rating ([www.ambest.com](http://www.ambest.com)) of no less than A: VI, unless otherwise acceptable to Lindy Communities.

***Verification of Coverage***

Vendor/ Contractor shall furnish Lindy Communities with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Exhibit C. All certificates and endorsements are to be received and approved by Lindy Communities before work commences. Failure to provide the required documents prior to the work beginning is not construed as a waiver of the requirements to provide them.

In the event of any change in insurance coverage throughout the duration of the contract, Vendor/Contractor shall notify Lindy Communities contemporaneously with any such change and such change will be indicated in a revised certificate of Insurance to be delivered to Lindy Communities within five (5) days of the change(s).

Lindy Communities reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Lindy Communities has the right to postpone the commencement if required proof of insurance is not provided.

***Off Site Property Exposure***

Where an Off Project Site Property exposure exists, Vendor/Contractor at its sole expense shall furnish to Lindy Communities Certificates of Insurance and other required documentation evidencing the minimum requirements of coverage. Lindy Communities is to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnitees named in the contract.

“All Risk” Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

***Special Risks or Circumstances***

Lindy Communities reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Subcontractors***

Vendor/Contractor shall require and verify that all Subcontractors and Subcontractors Personnel maintain insurance meeting all of the minimum requirements stated herein, and Vendor/Contractor and Lindy Communities, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Subcontractor’s CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor/ Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subcontractor’s insurance at least as broad as ISO Form CG 20 38 04 13.

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