



Dispenser Rental and Water Delivery Service Agreement

Name of Customer: _____

- 1. Parties and Scope:** This Dispenser Rental and Water Delivery Service Agreement (this “Agreement”) is entered into between you and Clear and Fresh Water Inc., a Wisconsin corporation, for the purchase and/or rental of a dispenser, bottled water, and/or related services and equipment as specified in the Order Form attached to and made part of this Agreement.
- 2. Term:** This Agreement begins on the date of your first delivery and set-up and continues until cancellation by either you or Clear and Fresh Water Inc. except for outstanding customer payment obligations. The Initial Term of this Agreement shall be one (1) year consisting of 12 billing periods. Upon expiration of the Initial Term, this Agreement shall automatically renew on a year-to-year basis consisting of 12 billing periods per year, until cancelled in accordance with this Agreement.
- 3. Payment:** You agree to pay Clear and Fresh Water Inc. for all goods and services specified in the Order Form, plus applicable taxes and rental fees, and all other fees and charges as provided in this Agreement. These amounts are due by the payment due date specified on each invoice. Customer will be invoiced on a monthly basis. If you have elected to make payments by credit card, you authorize Clear and Fresh Water Inc. to make an automatic recurring charge for each transaction against your credit card account or bank account and further authorize Clear and Fresh Water Inc. to store your credit card information on file to be used for recurring monthly billing charges. Clear and Fresh Water Inc. may place a \$50.00 authorization hold against your credit card account to verify funds availability. Clear and Fresh Water Inc. shall not be liable for any fees or penalties imposed by your financial institution. You may change the method of payment upon written notice to Clear and Fresh Water Inc. via email or regular mail.
- 4. Title:** Rented and/or returnable water bottles, dispensers, and related equipment shall remain the exclusive property of Clear and Fresh Water Inc. Dispenser/Equipment rental payments do not apply toward the purchase of the dispenser or equipment.
- 5. Fees:** In addition to the payments described in section 3, you agree to pay the following fees in connection with this Agreement. A 1% per month (12% per year) late payment fee will be assessed on any unpaid balance remaining after 30 days. You agree to pay a returned check fee of \$30.00 for any check that is returned unpaid. Bottled water deposits are refundable, subject to the return of the empty returnable bottles in good condition, normal wear and tear excepted. Charges and credits for bottled water will appear on each invoice. A \$6.00 deposit fee will be placed on the rental of bottled water and you agree that if you default in performing any of your obligations under the Agreement and do not cure the default within the time period provided in our notice of default, Clear and Fresh Water Inc. is entitled to keep the deposit fee. You agree to pay a one-time, nonrefundable payment of \$50.00 for the dispenser. You agree to pay Clear and Fresh Water Inc. a replacement fee for any dispenser or related equipment that is lost, damaged, or destroyed while in your possession, with normal wear and tear excepted. Customer’s failure to pay amounts due will result in Customer having to pay for collection efforts including reasonable attorney’s fees and costs.
- 6. Change in Terms:** Clear and Fresh Water Inc. may change the terms of this Agreement including pricing, fees and charges, at any time, upon 30-day prior written notice to you. If you do not



consent to the changes, you agree to notify Clear and Fresh Water Inc. to cancel your service in writing.

- 7. Cancellation:** You may cancel service under this Agreement at any time, for any reason, by providing written notice to Clear and Fresh Water Inc. at least thirty (30) days prior to the desired cancellation date. If such cancellation date is before the end of the Initial Term, Clear and Fresh Water Inc. will charge you an administrative cancellation fee of \$100.00 for processing the account cancellation, retrieving the dispenser and/or other equipment (if applicable) and related expenses. Within fourteen (14) days following any cancellation of service under this Agreement, you agree to make available for retrieval all water bottles, dispensers, and related equipment in good condition, normal wear and tear excepted.
- 8. Default:** You will be in default of this Agreement if you fail to make a payment when due or fail to comply with any other term of this Agreement. If you are in default, and do not cure the default within the time period provided in our notice, Clear and Fresh Water Inc. may cancel this Agreement and demand immediate payment of the entire unpaid balance due, together with all collection costs.
- 9. Venue and Choice of Law:** All disputes regarding this Agreement are governed by Wisconsin law and must be resolved in state or federal courts located in Milwaukee County, Wisconsin. The parties consent to the exclusive jurisdiction of those courts.
- 10. Changes to this Agreement:** All changes to this Agreement must be made in writing and signed by the parties to this Agreement.
- 11. Indemnification:** Clear and Fresh Water Inc. may hold the customer liable for any loss or damage to rental equipment during the term of the Agreement, normal wear and tear excepted. You further agree to indemnify, defend, and hold harmless Clear and Fresh Water Inc. and its directors, shareholders, members, managers, officers, principals, agents, employees, representatives, successors and assigns from and against any and all claims, actions, litigation, liability, losses, costs, expenses, fees (including without limitation reasonable fees of attorneys, witnesses, and experts), and damages arising out of or relating to the goods or services provided under this Agreement, except to the extent such claims, etc. are caused by the gross negligence or willful misconduct of Clear and Fresh Water Inc.

AGREED:

Customer

By: _____

Name: _____

Title: _____

Date: _____

Clear and Fresh Water Inc.

By: _____

Name: Jacqueline King

Title: President

Date: _____