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January 29th, 2020

SALES AGREEMENT

The following summarizes the agreement between Auto-Chlor Services, LLC and Williamson County Juvenile Services (*further known as the customer*). This is a Sole-Supplier Sales Agreement for three (3) years and includes service and products from Auto-Chlor Services, LLC. After three years, this contract may be extended for two (2) one-year periods if both Parties agree or will continue month to month. Extensions are subject to price increases based on chemical price index cost level.

The following terms and conditions will apply to this Agreement:

I. TERMS

Customer agrees to utilize Auto-Chlor's dishmachines and cleaning chemicals for warewashing needs effective January 29th, 2020 through January 29th, 2023 for all existing and future services.

II. CONDITIONS

Auto-Chlor Services, LLC will provide the following during the term of the contract:

1. Pricing

The price list for the products is shown Attachment A.

**Auto Chlor is an active participant in the "Green Initiative" by recycling polyethylene containers when possible, We ask that all 5 gallon containers be returned (If Applicable).*

The prices will remain fixed for the entire term of this agreement.

3. Billing

All machine billings will be on a MONTHLY basis and mailed separately and payment will be made to Auto-Chlor within 30 days following the end of each month. Chemical invoices are written at the time of delivery and service every 28 days

4. Training Support

Product in-service and Hazardous Chemical training will be conducted in each facility. In addition to training, each unit will receive a complete SDS kit and bilingual wall charts directly from Auto-Chlor.

5. Routine Service

Auto-Chlor will continue our routine service visits to every facility on a once-every-28-day-basis minimum. Routine service includes reviewing machine operations and performing adjustments as necessary to obtain the utmost cleanliness of washed items. The Auto-Chlor service representative will review services performed with managers/supervisors on duty at each facility.

6. Emergency Service

Auto-Chlor will provide emergency service 7 days-per-week and 24 hours-per-day for all facilities.

7. Ownership and Equipment

Title to and ownership of all dispensing equipment shall at all times be and remain solely and exclusively to Auto-Chlor. Customer acknowledges that it acquires no ownership, title or other property rights to or in such equipment other than the right to use the equipment as provided in this agreement. The equipment shall at all times remain personal property. Customer shall keep the equipment free from any and all liens, claims, and security interests and shall do or permit no act or thing whereby Auto-Chlor's title or rights may be encumbered or impaired.

Customer agrees that it will not remove, alter, or deface any identifying labels or serial numbers affixed to the equipment. Customer agrees not to remove the equipment or any of its components from the location at which it was installed unless the written permission of Auto-Chlor is first obtained.

8. Joint Responsibility

It is the responsibility of both parties to manage chemical usage. If it is determined a location is overusing product, Auto-Chlor Services, LLC will work with personnel to correct the situation (provide additional in-service training, etc). If product overuse continues, Auto Chlor will notify the Director of Operations and ask for assistance in resolving issues.

III. TERMINATION

After the three-year term, this Agreement may be renegotiated.

- If Williamson County Juvenile Services ceases operations or no longer operates under Williamson County Juvenile Services, you reserve the right to terminate service to that location without penalty.

IV. SUCCESSORS AND ASSIGNS


This Agreement shall be binding upon and insure the benefit of the successors and assigns of the parties hereto, including without limitation, any successor to either party by virtue of acquisition.

AUTO-CHLOR SERVICES, LLC

CUSTOMER

Williamson County Juvenile Services

BY: 
(Signature)

BY: 
(Signature)

Daniel Lamb
Branch Ops. Manager - Austin
(Print/Type Name Signed Above)

~~John Pelczar~~ BILL GRAVELLE
~~Directors of Operations~~ COUNTY JUDGE
(Print/Type Name Signed Above)

DATE

February 25, 2020
DATE

Attachment A

| PRODUCT | USE | SIZE | PRICE | |
|---|---|---------------------|---------|--|
| Super Red X Detergent | Liquid Detergent | 4/1 Gallon Jugs | \$80.00 | Washes approx. 4000 racks |
| RINSE AID | Rinse Additive | 4/1 Gallon Jugs | \$90.00 | Rinses approx. 9000 Washes |
| Ultra Lemon Suds Concentrate | Manual 3 comp detergent | 2x84.5 oz. | \$75.00 | Washes approx. 135 (5gal) sinks |
| Solution QA Ultra | Ultra Conc. 3 rd Sink Sanitizer | 2x84.5 oz. | \$47.00 | Rinse approx..135 (5gal) sinks |
| Neutral M/P Floor Cleaner | Neutral Floor Cleaner | 4/1 Gallon Jugs. | \$78.00 | Makes approx. 250 5 gal. mop buckets |

The following dishmachine programs are;

| Manufacture | Model | Cost |
|--------------------|---|---------------|
| Auto-Chlor | HT-25 w/Booster Single Tank Dishmachine | \$216 Monthly |
| | | |

-chemicals products to be purchased as needed