



STANDARD DISHWASHING MACHINE AGREEMENT

AGREEMENT, made this 30th day of January 2018, between AUTO-CHLOR SYSTEM ("Auto-Chlor") and Williamson County, (check one: a proprietorship, a partnership, a corporation), which has its principal office located at 508 South Rock street Georgetown, Texas 78626 ("Customer").

Auto-Chlor, by its acceptance hereof, hereby agrees to provide to Customer the following-described equipment (the "Equipment"), cleaning agents and services, all in accordance with the terms and conditions hereof and other related contract exhibits or attachments that may apply.

I. EQUIPMENT: Auto-Chlor will provide the following equipment:

	MAKE	MODEL	SERIAL NUMBER
DISH MACHINE (1)	<u>Auto Chlor</u>	<u>AC 44 Conveyor</u>	
DISH MACHINE (2)			
DISPENSING EQUIPMENT			
OTHER EQUIPMENT			

Auto-Chlor will provide all necessary parts and service to maintain the Equipment in satisfactory working condition. Auto-Chlor will also provide all detergent, rinse aid, and sanitizing solution necessary for operation of the dish machine provided a rack charge rate is used as discussed in Section II D below. Any excess detergent, rinse aid and sanitizing solution used will be charged to the customer at current prices.

II. PAYMENTS: Customer agrees to pay Auto-Chlor the following sums:

- A. A security deposit of \$ 0, payable upon execution of this Agreement.
- B. A delivery fee of \$ 0 and an initial installation charge of \$ 0, both payable upon execution of this Agreement.
- C. A base fee of \$ 225.00 payable in advance of each twenty eight day (28) service period. The first period's payment is due upon execution of the Agreement. Thereafter the payment is payable in advance at the beginning of each service period.
- D. A rack charge of N/A ¢ per rack for racks washed in excess of N/A during each twenty-eight (28) day period. Payments shall be based upon a counter attached to the machine and shall be due upon receipt of invoices.
- E. All applicable sales and personal property taxes levied upon the Equipment and purchases of goods and services. Auto-Chlor shall be reimbursed for any such amounts paid by it on behalf of Customer.
- F. Customer agrees to purchase a minimum of \$ N/A of Auto-Chlor ancillary chemical products during each twenty-eight (28) day service period. Purchases shall be current prices in effect at time of product delivery. Payments shall be due upon receipt of invoices.

III. TERM OF AGREEMENT: This agreement shall be for an initial term of 5 year(s) commencing upon the date of delivery of the Equipment and shall be automatically renewed for an additional one (1) year period on each annual anniversary of the date of this Agreement thereafter unless either party gives written notice to the other sixty (60) days prior to the expiration of the initial term or any extension thereof.

IV. EQUIPMENT LOCATION: The Equipment will be located at the following address: same

If the equipment is located at other than property owned by Customer, the name and address of the property owner or agent is same

V. OTHER: An environmental fee of \$7.50 will be applied once per 28 day period.

THE TERMS ON THIS PAGE AND ON THE REVERSE SIDE HEREOF CONTAIN THE ENTIRE AGREEMENT OF THE PARTIES. SUCH TERMS MAY BE MODIFIED ONLY BY A WRITING SIGNED BY BOTH PARTIES.

AUTO-CHLOR SYSTEM Entity:

#18 Austin
BY: Rachel Oliver

FOR OFFICE USE ONLY

Agreement binding upon Auto-Chlor only upon Acceptance and counter signature by appropriate official at the Company's office.

AUTO-CHLOR SYSTEM Entity:

BY: _____
Authorized Signature Date

CUSTOMER:

BY: [Signature]
(Signature)

(Print Name Signed Above)

07-12-18
Title Date

Telephone number of customer: _____

WHITE AND YELLOW COPY TO HOME OFFICE

PINK TO BRANCH

GOLD TO CUSTOMER



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AUTO-CHLOR SYSTEM Entity:

#18 Austin
BY: Jacque Oliver

FOR OFFICE USE ONLY

Agreement binding upon Auto-Chlor only upon Acceptance and counter signature by appropriate official at the Company's office.

AUTO-CHLOR SYSTEM Entity:

BY: _____
Authorized Signature Date

CUSTOMER:

BY: _____
(Signature)

(Print Name Signed Above)

Title Date

Telephone number of customer:

WHITE AND YELLOW COPY TO HOME OFFICE

PINK TO BRANCH

GOLD TO CUSTOMER

TERMS AND PROVISIONS

1. **Equipment Maintenance:** Auto-Chlor System will provide (a) delivery of the Equipment (as defined on the reverse side) to the installation site, (b) supervision of Equipment installation, and (c) parts and service as necessary to maintain the Equipment under ordinary operating conditions. Customer, at its own expense, shall provide all plumbing and electrical connections, all governmental permits and all sheet metal materials necessary for the installation and operation of the Equipment. Utilities, including sufficient water temperature and pressure and electricity, necessary to operate the Equipment properly shall be the Customer's responsibility. Auto-Chlor System will not be responsible for problems resulting from lack of hot or soft water, equipment abuse, or the failure by Customer to perform minimum cleaning requirements on the Equipment as outlined by Auto-Chlor System. Customer is responsible for the cost of all service calls and replacement parts that result from any abnormal use or misuse of the Equipment, as well as any service calls initiated by Customer that do not relate to proper operation of the Equipment.
2. **Title:** Title to and ownership of the Equipment shall at all times remain solely and exclusively in Auto-Chlor System. Customer acquires no ownership, title or other property rights to or in the 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. Customer shall not do or permit any act or thing whereby Auto-Chlor System's title or rights may be encumbered or impaired. Customer hereby appoints Auto-Chlor System as Customer's attorney-in-fact to sign and file on behalf of Customer a standard form of financing statement (e.g. UCC-1). Customer acknowledges that Auto-Chlor System's filing of the same will constitute only notice of this Agreement and shall not be construed as giving Customer any rights to the Equipment except as a lessee as contained herein. Customer shall not permit the removal or defacement of any identifying labels and serial numbers affixed to the Equipment. Customer shall not disconnect or remove the Equipment or any of its components from the location at which it was installed without prior written approval from Auto-Chlor System. Auto-Chlor System and its authorized representatives shall at all times have a right of access to the Equipment for the purpose of providing services required herein and for the purpose of protecting its rights hereunder.
3. **Acceptance:** Customer shall inspect the Equipment thoroughly upon delivery. Absent prompt written notice to Auto-Chlor System to the contrary, the Equipment will be deemed accepted by Customer in good condition.
4. **Warranty:** Except as to title, AUTO-CHLOR SYSTEM MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF ITS MATERIAL OR WORKMANSHIP, IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" and that all such risks, as between Auto-Chlor System and Customer are to be borne by Customer at Customer's sole risk and expense. Customer agrees not to assert any claim whatsoever against Auto-Chlor System based on any such representation or warranty.
5. **Care:** Customer shall follow all instructions for use of the Equipment specified by Auto-Chlor System; perform minimum cleaning requirements on the Equipment; not change, alter or repair the Equipment without the express consent of Auto-Chlor System; not use any chemicals in operation of the Equipment except those purchased from Auto-Chlor System; and, promptly report to Auto-Chlor System any problems with the Equipment. Customer shall maintain adequate plumbing and drainage for the Equipment. Auto-Chlor System shall not be responsible for unsatisfactory performance of the Equipment caused by insufficient water temperature or pressure, irregular water conditions, improper use of the Equipment, failure to follow operating instructions, abuse to the Equipment and other similar causes unrelated to the Equipment itself. In the event that repair of or service to the Equipment is necessitated by abuse to the Equipment or failure to follow operating instructions or other causes not resulting from normal operation of the Equipment, Customer agrees to pay for all parts, labor and service at then current applicable prices. Upon termination of this Agreement for any reason, the Equipment shall be returned to Auto-Chlor System in good condition, ordinary wear and tear excepted.
6. **Insurance and Liability:** Customer agrees at its own cost and expense to maintain at all times public liability, property damage, fire with extended coverage, theft and comprehensive insurance in an amount satisfactory to Auto-Chlor System, protecting Auto-Chlor System's interest in full. Certificates of such insurance shall be delivered to Auto-Chlor System upon request and shall specify that the policies may not be cancelled without 30 days prior written notice. Customer will be solely liable for, and shall fully indemnify and hold Auto-Chlor System harmless from and against, all liabilities, claims and expenses arising out of Customer's breach of any of the terms and conditions hereof or arising out of the operation or use of the Equipment, including, but not limited to, Worker's Compensation claims, or incurred by reason of the removal and/or disposition of any existing equipment necessary to accommodate the installation of the Equipment, as well as for compliance with any and all federal, state and local laws or ordinances pertaining to use, connection or location of the Equipment. Auto-Chlor System shall not be held liable for any money damages by reason of failure of the Equipment to operate or the faulty operation of the Equipment. Auto-Chlor System shall not be responsible for any direct and/or consequential damages or losses resulting from the use or operation of the Equipment.
7. **Fees:** Security Deposit: Auto-Chlor System reserves the right to adjust all prices during the term of this Agreement upon notice to Customer. In such event, Customer may terminate this Agreement by providing, within thirty (30) days after the effective date of the price adjustment, written notice to Auto-Chlor System to be effective sixty (60) days after the date of notice to Auto-Chlor System. Throughout said notice period Customer shall pay Auto-Chlor System for products and services at the new rate. Customer shall return all empty chemical containers deemed to be returnable to Auto-Chlor System or pay for the same at then current prices. The Security Deposit shall be held by Auto-Chlor System for security for Customer's performance under this Agreement. Should Customer fail to meet its obligations under this Agreement prior to Equipment installation or thereafter, Auto-Chlor System may retain the Security Deposit and seek any other remedies provided by law. Following cancellation of this Agreement at any time by Auto-Chlor System without cause, or by Customer after the expiration date of the Initial Term, Auto-Chlor will refund the Security Deposit to Customer without interest and subject to Auto-Chlor System's right to set off for any sums that may be due to Auto-Chlor System under this Agreement. Customer agrees to pay as additional charges all applicable taxes that may be assessed on the Equipment while in Customer's possession.
8. **Termination:** Any outstanding obligations of Customer shall survive expiration or any termination of this Agreement, regardless of the cause therefore.
- 8A. **Termination by Auto-Chlor System.** In the event of termination due to any default by Customer, Customer shall be responsible for all costs associated with disconnection and removal of the Equipment. Customer shall pay all costs incurred by Auto-Chlor System, including reasonable attorney's fees, to enforce any portion of this Agreement or to regain possession of the Equipment. Auto-Chlor System shall have the right to immediate possession of the Equipment (a) upon expiration of the initial Term or any renewal term, or (b) upon non-payment of any amounts due and owing Auto-Chlor System, or (c) in the event of a default by Customer in performance of any of Customer's obligations contained herein [other than non-payment of monies due and owing Auto-Chlor System], provided Customer has received written notice of the default and has failed to cure said default within thirty (30) days following receipt of said notice or (d) if Customer is a voluntary or involuntary party to any proceeding under the Federal bankruptcy laws or any state insolvency laws, or (e) if Customer makes an assignment for the benefit of its creditors, or (f) if Customer permits or allows the Equipment to be operated contrary to the provisions of this Agreement, (g) upon the termination, cessation or liquidation of Customer's business for any reason whatsoever, or (h) Auto-Chlor System on commercially reasonable grounds deems itself to be insecure with respect to Customer's obligations hereunder. Upon expiration or any termination hereof and regardless of the reason therefore, including without limitation the failure of Customer to pay amounts owed Auto-Chlor System as and when due, Auto-Chlor System shall have the right to enter upon the premises for the purpose of removing the Equipment there from without liability for trespass.
- 8B. **Termination by Customer.** Customer shall have the right to terminate this Agreement only for default by Auto-Chlor System and then only in the event that Auto-Chlor System is given written notice of said default and not less than thirty days to cure said default to the reasonable satisfaction of Customer.
9. **Delinquency:** Auto-Chlor System reserves the right to immediately discontinue service in the event of any default or delinquency.
10. **Force Majeure:** Auto-Chlor System shall not be liable for incidental, consequential or any other damages resulting from any cause beyond the reasonable control of Auto-Chlor System, including but not limited to, acts of God or government, manufacturing delays, strikes, lockouts, accidents, fires or transportation delays.
11. **Assignment:** Customer may not assign this Agreement or the Equipment without the express written approval of Auto-Chlor System. Auto-Chlor System may assign, encumber or grant a security interest in its rights to the Equipment and its interest in this Agreement.
12. **Authority:** Customer represents that it has full right and authority to enter into this Agreement.
13. **Entire Agreement:** This Agreement, including any Riders and Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing and signed by the parties. The failure of either party to require performance by the other of any promise contained herein shall not constitute a waiver of that promise, or any other promise contained herein. This Agreement will be binding upon the parties hereto and their respective heirs, successors and assigns.

Addendum to Auto-Chlor Agreement for Williamson County Jail

Texas Law Special Provisions

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
- Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for their pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: AUTO-CHLOR agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of AUTO-CHLOR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. AUTO-CHLOR agrees that licensee shall have access during normal working hours to all necessary AUTO-CHLOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Licensee shall give AUTO-CHLOR reasonable advance notice of intended audits.

ADDENDUM TO PARAGRAPH 6

Insurance and Liability: Customer agrees at its own cost and expense to maintain at all times public liability, property damage, fire with extended coverage, theft and comprehensive insurance in an amount satisfactory to Auto-Chlor System. To the extent authorized under Texas law, customer will be solely liable for, and shall fully indemnify and hold Auto-Chlor System harmless from and against, all liabilities, claims and expenses arising out of Customer breach of any of the terms and conditions hereof or arising out of the operation or use of the Equipment, including, but not limited to, Workers Compensation claims, or incurred by reason of the removal and/or disposition of any existing equipment necessary to accommodate the installation of the Equipment, as well as for compliance with any and all federal, state and local laws or ordinances pertaining to use, connection or location of the Equipment.

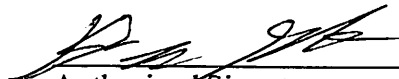
CLAUSE TO SECTION 8b

Non Appropriation Clause: If, for any fiscal year, funds are not appropriated or defunded for Customer's obligations under this Agreement and such non-appropriation or defunding for this Agreement is memorialized in a Budget Order entered by the Williamson County Commissioners Court, this Agreement shall become void and Customer shall promptly give notice to AUTO-CHLOR of the non-appropriation of funds or defunding.

ADDENDUM TO SECTION 8b:

Termination by Customer: Customer shall have the right to terminate this Agreement only for default by Auto-Chlor System and then only in the event that Auto-Chlor System is given written notice of said default and not less than ninety (90) days to cure said default to the reasonable satisfaction of Customer.

WILLIAMSON COUNTY:



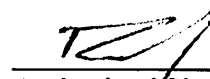
Authorized Signature

DALE K. GATTON

Printed Name

Date: 03-22, 2018

SERVICE PROVIDER:



Authorized Signature

Ronnie Self

Printed Name

Date: 2-20, 2017

ADDENDUM TO PARAGRAPH 6

Insurance and Liability: Customer agrees at its own cost and expense to maintain at all times public liability, property damage, fire with extended coverage, theft and comprehensive insurance in an amount satisfactory to Auto-Chlor System. **To the extent authorized under Texas law**, customer will be solely liable for, and shall fully indemnify and hold Auto-Chlor System harmless from and against, all liabilities, claims and expenses arising out of Customer breach of any of the terms and conditions hereof or arising out of the operation or use of the Equipment, including, but not limited to, Workers Compensation claims, or incurred by reason of the removal and/or disposition of any existing equipment necessary to accommodate the installation of the Equipment, as well as for compliance with any and all federal, state and local laws or ordinances pertaining to use, connection or location of the Equipment.

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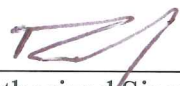
WILLIAMSON COUNTY:

Authorized Signature

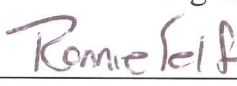
Printed Name

Date: _____, 2017

SERVICE PROVIDER:



Authorized Signature



Printed Name

Date: 2-20, 2017

Clean Ware and Sanitation Solution



Jackie Oliver
Account Executive
16905 Joe Barbee Drive
Round Rock, TX 78664
Cell: 512.517.0093
Jackie.o@acs-llc.net

December 29, 2017

Total Service. Total Satisfaction.





The Auto-Chlor System

- ✓ Service
- ✓ Delivery
- ✓ Equipment
- ✓ Chemical
- ✓ Training



Provide worry free kitchen sanitation to your facility



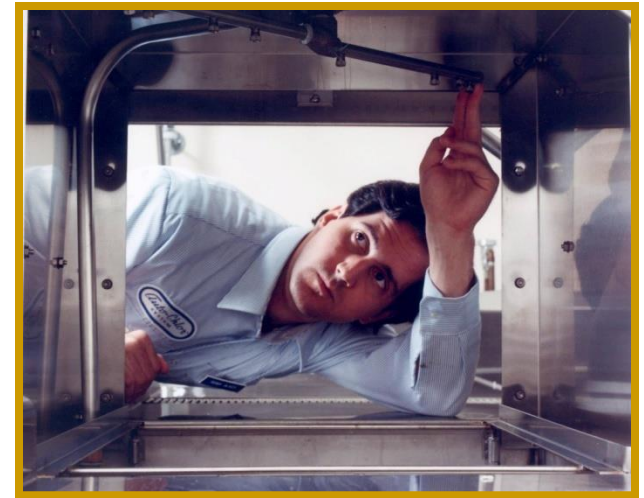
Auto-Chlor
SYSTEM



80 Years delivering

Unmatched Experience and Dedication

- **U.S. leader** in the development and installation of Low Energy and Low Water Dishmachines.
- **Coast-to-coast service network** providing solutions for warewashing, laundry, housekeeping and floorcare
- **Servicing over 70,000 customers** nationwide.



Auto-Chlor
SYSTEM



THE AUTO-CHLOR FULL SERVICE and SATISFACTION SYSTEM

- **Operational Efficiency & Quality**
- **Scheduled service** program ensures predictability of quality and attention for all your operational needs.
- All Chemicals delivered with scheduled service
- **Local** office, **Local** warehouse, **Local** service TEAM
- Same Day **emergency availability** 24/7/365

SUPERIOR SERVICE – Routine Maintenance, Delivery, Installation, Inventory Management and Results.

CONVEYOR	HIGH-SPEED WASH	\$225.00
CHEMICALS	PER 2400 TRAYS + POTS/PANS DAILY	\$500.00
TOTAL EST. MONTHLY COST	MACHINE LEASE+CHEMS	\$725.00

Energy Efficient Dishmachines



Auto-Chlor
SYSTEM



Incentive

Auto-Chlor will provide Williamson County Sherriff's Office with \$225.00 opening credit allowance towards customized dish racks when account and/or five year agreement is implemented.



Energy Efficient Dishmachines



Auto-Chlor
SYSTEM