

CULLIGAN EQUIPMENT SERVICE/SALES: GENERAL TERMS AND CONDITIONS
THIS ORDER INCLUDES INFORMATION REQUIRED BY STATE AND FEDERAL LAW

1. ACCEPTANCE. By signing the front of this Customer Order (Order), you accept the equipment and/or services described there and agree to be bound by the following terms and conditions. This order is the entire contract between you and the Culligan dealer (Dealer). No promise, statement or representation by any of Dealer's agents or employees will be binding upon Dealer unless it appears in this Order. Also, no promise, statement or representation of any of Dealer's agents or employees will relieve you of any obligations you undertake with this Order.

2. PAYMENT: SERVICE CHARGE. You agree to promptly pay all amounts due under this order. If you fail to do so, you agree to pay all costs of collection proceedings including the cost for reasonable attorney's fees.

A SERVICE CHARGE at the ANNUAL PERCENTAGE RATE OF 18% (1.5% per month) or the highest rate permitted by law, whichever rate is lower, will be imposed on all amounts that are past due when they are outstanding for at least 30 days. There is a minimum service charge. Finance charges are imposed on a past due amount on the first of the month. If your account is past due for more than 30 days on the first of the month, a finance charge will be imposed on that amount. You will avoid finance charges by paying in full before the first of each month. Dealer will apply your payments first to pay any finance charges, and second to pay the principal amount. Your finance charge is based on your last principal balance not including prior finance charges.

3. ENTRY. By signing this Order, you authorize Dealer to: (a) enter the premises to install and service the equipment, (b) do work on, or make changes to your premises, if installation or service of equipment is part of this Order. Your authorization permits Dealer to enter whenever Dealer considers it necessary or convenient to accomplish the purpose of this Order. If Dealer is required to make additional trips to the equipment installation site because the equipment is inaccessible, then Dealer, at its option, may impose its prevailing special trip fee.

If this Order authorizes Dealer to furnish you a rental service, by signing this Order, you authorize Dealer to enter the premises when this Order is terminated to remove the equipment. Dealer will make reasonable efforts to arrange a mutually convenient time to enter the premises and remove the equipment.

4. PLUMBING SYSTEM. The installation of equipment does not include any repairs to your plumbing system. Replacement of gate valves or draining down of pressure tanks, for example, is not included in this Order. Anything that would be considered a repair to your plumbing system will be billed as an extra expense at regular and customary rates. Dealer reserves the right to decline to make repairs and to refer you to a licensed plumber. The installation and materials for both sold and rented equipment become the property of the customer. This includes any piping, valves, bypasses, etc. that become a permanent part of the plumbing system.

5. MAINTENANCE. It is important that this equipment be maintained according to manufacturer instructions, including replacement of filters and other components, and regular sanitary maintenance of bottled water coolers and drinking water systems.

If your water quality, water consumption, water pressure or flow rate change, or if maintenance of the equipment is affected by external factors such as sand or sediment or an inadequate water supply, different or additional equipment may be required. At your request, Dealer will furnish the required equipment at Dealer's customary charges then in effect.

6. LIMITED WARRANTY/LIMITATION OF LIABILITY. Manufacturer's limited warranty applies. Dealer's obligation under this warranty is limited to repair or replacement (at Dealer's option, as manufacturer provides) of equipment or other materials provided by Dealer that Dealer reasonably determines are defective in material or workmanship, as long as you notify Dealer within a reasonable period of the alleged defect.

This warranty will apply only if the Culligan equipment or other materials furnished under this Order are: (a) used in a manner that strictly conforms to the written operating instructions furnished by Dealer; and (b) with supplies, system elements or components that are technically satisfactory for use with Culligan products. This warranty will not apply if the equipment or materials have been modified, repaired or tampered with by anyone who is not authorized by Dealer. In addition, this warranty will not apply if the equipment or materials have been subject to negligence or misuse committed by anyone, other than Dealer's employees or accident.

If you have purchased equipment with this Order and you have requested Dealer to do so, Dealer has made available for your inspection a copy of the applicable warranty prior to purchase. Dealer will provide you with the warranty when the equipment is installed. To the extent specifically stated in the manufacturer's warranty or on the front of this Order, Dealer warrants any labor provided under this warranty for the period stated.

To the extent permitted by law, Dealer and Culligan International Company disclaim all implied warranties including, without limitation, warranties of merchantability and fitness for particular purpose; to the extent permitted by law any such implied warranties are limited in duration to the periods and for the parts specified in the manufacturer's limited warranty and this Order.

Your sole remedy against Dealer, Culligan International Company and its related companies for products, services and work furnished under this Order is under the warranty stated above. This limitation applies to remedies arising out of this Order or otherwise in connection with the equipment, other materials or services provided by Dealer. In no event shall Dealer, Culligan International Company or its related companies be liable to you for damages of any nature, including but not limited to direct, incidental, consequential, special, general or otherwise (including but not limited to property damage), except as specifically stated in this Order.

ANY ACTION RESULTING FROM THE DELIVERY TO YOU OF GOODS OR SERVICES UNDER THIS ORDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE SERVICE OR DELIVERY OCCURRED.

YOU ASSUME ALL LIABILITY FOR INJURY OR DAMAGE TO OR ARISING OUT OF POSSESSION, USE OR CONTROL OF EQUIPMENT OR RENTAL EQUIPMENT OR SERVICE, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE OR MOLD RELATED EXPENSES. YOU AGREE TO OBTAIN INSURANCE TO COVER ANY SUCH LIABILITIES. DEALER IS NOT RESPONSIBLE FOR LEAKS FROM PIPING OR TUBING OR FOR WATER DAMAGE FROM ANY EQUIPMENT REPAIRED OR INSTALLED AFTER A 30 DAY PERIOD OF ANY SUCH SERVICE.

7. CANCELLATION. EXCEPT AS PROVIDED IN THE NOTICE OF CANCELLATION on the front of this Order, if you cancel this Order, you agree to pay any time and material charges incurred by Dealer.

8. SECURITY DEPOSIT. If the front of this Order indicates you have paid a security deposit, you will not use it to apply to any payments due now or in the future. The deposit will be held by Dealer as security for your full compliance with terms of this Order and will not accrue interest. The security deposit will be returned to you within 30 days of termination of this Order as long as you have fully complied with the terms of this Order.

9. MAINTENANCE RESPONSIBILITIES. FOR RENTAL EQUIPMENT You are responsible for the following maintenance of the equipment: repair of damage due to your misuse or negligence, humidity, condensation, freezing, fire or other catastrophe, loss or damage due to theft or causes beyond Dealer's control and maintenance of an adequate supply and type of salt and/or chemical. If the equipment requires maintenance or repair for which you are responsible, you agree to pay for its replacement or repair by Dealer, at Dealer's prevailing rates.

Dealer is responsible for repairing damage to the equipment from ordinary use if the equipment is not functional without such repairs, but only if you notify Dealer within 48 hours after failure or commencement of leak, such as with drinking systems under a sink. Any of the following acts will be considered to have caused unreasonable or excessive wear and use of the equipment: repair or alteration by unauthorized persons; relocation from the original site of installation; intentional or negligent damage; damage beyond Dealer's control, or altering property near equipment. Under no circumstances are repairs, medical expenses, living expenses or any other expenses due to mold covered by dealer.

10. EXCLUDED SERVICE. The rental charge does not include setting time clocks or emptying salt into the salt barrel/brine tank. If you use salt that is not purchased from Dealer in this equipment and a service call is required because the salt is not technically satisfactory for use with this equipment, you agree to pay the costs of the service call.

Services or maintenance on or to the equipment provided under this Order will be provided by Dealer without charge only during normal business hours. Service that is requested and performed outside of normal business hours will, if Dealer chooses, be billed to you at prevailing service rates.

11. TITLE TO EQUIPMENT. Dealer will always own the rental equipment provided to you and it shall not be considered part of the real estate. You will take all reasonable steps to assure the equipment is not considered part of the real estate.

12. TERM. The equipment services provided to you as part of this Order are for the term stated on the front of this Order. If no term is stated there, the equipment services shall continue on a month-to-month basis. Dealer may change the rental or service rate. If you do not wish to continue with this Order under the new rate, you may cancel this Order if you give 10 days prior written notice to Dealer at the address given on the front of this Order.

13. TERMINATION AND DEFAULT. (a) You may terminate this Order upon payment of all unpaid payments, any applicable cancellation charge (see (b) below) and return of the equipment. If you move, Dealer must be provided with 30 days previous notice. Your final periodic payment will then be pro-rated. You must tell all realtors and any prospective purchaser or tenant that Dealer owns the equipment if it is rented.

(b) If the front of this Order states that it is for a specified term and you terminate this Order prior to the end of that term, then Dealer, at its option, may assess a cancellation charge. The cancellation charge will equal the difference between the amount you actually paid under this Order and the month-to-month service rate multiplied by the number of months that the Dealer agreed to provided the service.

(c) Dealer may terminate this Order without cause any time after giving you 30 days prior written notice. If that happens, Dealer shall be entitled to return of the equipment, all unpaid payments up to the date of removal of the equipment and any reasonable costs, including attorney's fees of collection of payments and repossession of the equipment.

(d) If you fail to make the equipment available to Dealer for removal from your premises upon termination of this Order or if you fail to tell a new owner or occupant of the property that you do not own the equipment, you agree to pay Dealer its value (fair market value including ordinary wear and use). If you disagree with the value determined by Dealer, you may obtain, at your expense, a professional appraisal of the value by an independent third party agreeable to both you and Dealer. The appraised value will then be used as the value.

14. CPI CLAUSE. The CPI Base Index: The Base Index shall be current index as of the date of Delivery. Notwithstanding anything in otherwise stated within the contract the CPI Index will be applied based on the national CPI Index to the rental/leased rate upon the anniversary of the contract. CPI exceeding 2% will be discussed with consumer prior to being applied.



Customer Initials









Agenda Item #25 5-5-2020 (Culligan Salt Delivery Animal Shelter)

Final Audit Report

2020-05-05

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