

**CONTRACT NAME: AGREEMENT BETWEEN CULLIGAN
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement between Culligan and DJUSD provides two water cooler units for Birch Lane Elementary.

The cost of the units will be \$28 per month per unit with a \$150 installation charge per unit and will be paid from site funds. No additional funding is being requested.



Customer Order Form

State Contractor License #259766 / #218379

1122 Pendegast St., Woodland, CA 95695-4157, 530-662-0295, (Fax) 530-662-5452, (email) culliganwoodland@sbcglobal.net

Date: 04-11-2016	Acct#:	Rt#:	RT Frequency:	Key#:	Industrial: N
Name: Birch Lane Elementary School				Phone:	
Ship To: 1600 Birch Ln, Davis, CA 95618				FOB: Destination	
Billing: DJUSD					
Contact	Title	Telephone	Email		
Jim Knight	Principal	530-757-5395	jknightQdjusd.net		

Water:	<input checked="" type="checkbox"/> Municipal TDS:	<input type="checkbox"/> Private TH:	<input type="checkbox"/> Surface pH:	<input type="checkbox"/> Well Fe:	<input type="checkbox"/> Application: Odor:	Color:
Site:	<input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Slab <input type="checkbox"/> Full Line	<input type="checkbox"/> Replace <input type="checkbox"/> Stairs <input type="checkbox"/> Hot Only	<input type="checkbox"/> Convert <input type="checkbox"/> Outside <input checked="" type="checkbox"/> Drinking	<input type="checkbox"/> Add <input type="checkbox"/> Crawl <input type="checkbox"/> Process:	<input type="checkbox"/> Other	
Pipe Size: 1/4		Type: Poly		Total Feet: 20		

Location: Teacher's Lounge

Instructions: Installation

PE Type:	Exchange:	Rate \$/Mo.:	DI Type:	Rent \$/Mo.:
AR Type: ACD/HC Filter	Rate \$/Mo.: 28.00			
RO Type:	Rate \$/Mo.:	DI Regeneration \$:	Per Exchange:	

Equipment: ACD/HC Filter Floor Stand Unit

Service: Installation

Other:

Salt Service:

Notes:

Mark invoices with PO#

Purchases	
Equipment	
Installation	150.00
Rental	28.00
Tax	0.00
Down Pmt.	
Balance Due	178.00

Payment Terms:	<input checked="" type="checkbox"/> Net 30	<input type="checkbox"/> COD	<input type="checkbox"/> Credit Card	Tax Rate:	0
SSN:	DOB:	<input type="checkbox"/> Application Attached			

This order is subject to the Culligan "General Terms And Conditions" by reference, and acceptance by Authorized Manager.

Terms: A FINANCE CHARGE of 1-1/2% per month will be added to accounts 30 days past due, which is an ANNUAL PERCENTAGE RATE of 18%, minimum charge \$0.50.

Billing Data: Rental accounts are charged from date of installation. Automatic rental accounts are billed through end of month in which notice of termination is given. Portable exchange rental accounts are billed through end of exchange period in which notice is given. If rental customer is turned over to collection, Culligan shall have the right to refuse the return of the rental equipment and charge the customer the retail value of the equipment.

Warranty: 90 days on labor and one year on parts for on all purchases.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is: Contractors' State License Board, PO Box 26000, Sacramento, CA 95826

<input type="checkbox"/> Route Sheets <input type="checkbox"/> Charge To Data <input type="checkbox"/> Prorate <input type="checkbox"/> Hand Bill <input type="checkbox"/> 3 day notice	<input type="checkbox"/> Credit Check <input type="checkbox"/> Letter <input type="checkbox"/> Calendar <input type="checkbox"/> Sales Report	Customer Approval: <u>Jim Knight</u> Date: _____
Lead Source: 30		Purchase Order #: _____
Authorized Manager Approval: _____	Area Rep: Ormsby	CSXL



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Billing: DJUSD					
Contact		Title	Telephone	Email	
Jim Knight		Principal	530-757-5395	jknight@djusd.net	

Water:	<input checked="" type="checkbox"/> Municipal TDS:	<input type="checkbox"/> Private TH:	<input type="checkbox"/> Surface pH:	<input type="checkbox"/> Well Fe:	<input type="checkbox"/> Application: Odor:	Color:
Site:	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Replace	<input type="checkbox"/> Convert	<input type="checkbox"/> Add		
	<input checked="" type="checkbox"/> Slab	<input type="checkbox"/> Stairs	<input type="checkbox"/> Outside	<input type="checkbox"/> Crawl	<input type="checkbox"/> Other	
	<input type="checkbox"/> Full Line	<input type="checkbox"/> Hot Only	<input checked="" type="checkbox"/> Drinking	<input type="checkbox"/> Process:		
	Pipe Size: 1/4		Type: Poly	Total Feet: 20		
Location: Office break room						
Instructions: Installation						

PE Type:	Exchange:	Rate \$/Mo.:	DI Type:	Rent \$/Mo.:
AR Type: ACD/HC Filter Counter	Rate \$/Mo.: 28.00			
RO Type:	Rate \$/Mo.:	DI Regeneration \$:	Per Exchange:	

Equipment: ACD/HC Filter Countertop unit.	
Service: Installation	
Other:	Salt Service:

Notes:

Mark invoices with PO#

Purchases	
Equipment	
Installation	150.00
Rental	28.00
Tax	0.00
Down Pmt.	
Balance Due	178.00

Payment Terms:	<input checked="" type="checkbox"/> Net 30	<input type="checkbox"/> COD	<input type="checkbox"/> Credit Card	Tax Rate:	0
SSN:	DOB:	<input type="checkbox"/> Application Attached			

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<input type="checkbox"/> Route Sheets	<input type="checkbox"/> Credit Check	Customer Approval: _____ Date: _____ Jim Knight Purchase Order #: _____
<input type="checkbox"/> Charge To Data	<input type="checkbox"/> Letter	
<input type="checkbox"/> Prorate	<input type="checkbox"/> Calendar	
<input type="checkbox"/> Hand Bill	<input type="checkbox"/> Sales Report	
<input type="checkbox"/> 3 day notice		
Lead Source: 30		
Authorized Manager Approval:	Area Rep: Ormsby	CSXL

CULLIGAN EQUIPMENT SERVICE/SALES:

1) ACCEPTANCE. By signing the front of this Customer Order (Order), you accept the Culligan 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 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) TITLE TO SERVICE EQUIPMENT. Title to service equipment shall remain with Culligan and at no time shall it be deemed to be affixed to the real estate. Customers shall not sell or otherwise transfer interest in the equipment without prior written consent of Culligan. Upon termination of service, Culligan may enter the premises during usual business hours to remove service equipment without further cost to the customer. During the time Culligan is providing service to the customer, Culligan may, during business hours, enter the premises for the purpose of servicing or maintaining Culligan service equipment.

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 with an equipment service, by signing this Order, you authorize Dealer to enter the premises when this Order is terminated and 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.

5) RISK OF LOSS. The customer shall assume full risk of loss due to fire, freezing, theft, vandalism, civil strife, acts of God, tampering and any other circumstances beyond the control of Culligan. Customers will use the service equipment for lawful purposes only.

6) MAINTENANCE. Customer shall be responsible for the following maintenance of service equipment: repair of damage due to misuse, negligence, freezing, fire or other catastrophe. Customer shall not be responsible for ordinary wear and use. Customer will notify Culligan in the event that service equipment requires repair or routine servicing.

It is important that this equipment be maintained according to manufacturer instructions, including replacement of filters and other components.

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.

7) STANDARDS FOR WEAR AND USE. The following standards are applicable for determining unreasonable or excessive wear and use of lease property. Repair or alteration by unauthorized persons, relocation from site of installation by unauthorized persons, intentional or negligent damage beyond the control of Culligan.

8) INCREASED CAPACITY REQUIREMENTS. If the customer's water quality, or water consumption changes during the term of this agreement, different or additional equipment may be required. Upon the customer's request Culligan will furnish the required equipment at the customary prices then in effect, and a substitute agreement for the remainder of the term showing the new payments due will be executed.

GENERAL TERMS AND CONDITIONS

9) ACCEPTANCE. The service 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 be performed outside of normal business hours will, if Dealer chooses, be billed to you at prevailing service rates.

10) OTHER TERMS. The service 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.

11) LIMITATIONS OF LIABILITY. The liability of Culligan with respect to this agreement is expressly limited to the repair or replacement of the equipment and excludes any loss or damage caused by defect in or malfunction of the equipment. The customer hereby acknowledges that he has been instructed in the proper use of Culligan equipment (and assumes all responsibility to test the water being produced prior to using in his process.) although Culligan may assist in moving appliances, customer is responsible for any flooring damage.

12) WARRANTY. The buyer of this product has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty period will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

13) FAILURE TO RETURN SERVICE EQUIPMENT. 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 the Dealer. The appraised value will then be used as the value.

14) BILLING TERMS. All invoices shall be paid as per the terms listed on the billing. Prices subject to change. Any invoice unpaid after 30 days shall incur a finance charge of 1 1/2% per month. In addition to agreeing to pay all finance charges incurred for delinquent payments, customer agrees to pay all reasonable costs including attorney fees for collection and/or repossession of the service equipment. Customer gives permission and consent to Culligan to use information provided to obtain a credit report to be used for the purpose of verifying credit history. Account credits are not provided for customer preventable service interruptions.

15) 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 the 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.

16) BUYER REPRESENTATION. Buyer represents that he (she) is the person properly authorized, whether by virtue of ownership, tenancy interest, agency relationship with any such interest, or otherwise, to enter into this contract.

17) RESPONSIBILITY FOR OPERATION OF EQUIPMENT. Customer acknowledges that he has read all the above and all operating instructions and as agent for his company will hold Culligan harmless for any possible loss resulting from the improper use of the equipment.