



Water Softener Lease and Maintenance Agreement

THIS AGREEMENT is between Ecolab Inc. ("Ecolab") and

WEBB COUNTY JAIL
1001 WASHINGTON ST
LAREDO, TX 780404404
Phone: (956) 523-4415 Fax: (956) 523-5061
Email: joe@webbcountytx.gov

1. EQUIPMENT. Ecolab will provide:

(a) Description of the Equipment.

Model	Base Rate	Term Length	Term Type
Est cp400	USD 185.00	3	Years

2. EQUIPMENT AND PAYMENT: In consideration of Ecolab leasing to Customer the following specified equipment ("Equipment"), customer agrees to pay Ecolab and initial payment for each unit of Equipment shown above (individually and collectively, the "Initial Payment") and the monthly rate for each unit of Equipment shown above (individually and collectively, the "Monthly Rate") per month on 30-day terms, time being of the essence (Customer is responsible for any sales, use, property or similar taxes).

3. INSTALLATION: Ecolab will install the Equipment and terminate to the existing water and drain connections. Customer is responsible for locating the hard water supply line, electricity (110VAC outlet, if necessary) and floor drain properly sized to accommodate backwash flow rates within five (5) feet of the Equipment location.

4. MAINTENANCE AGREEMENT

- Provide 24-hour/365-day access to Ecolab's service number for the Equipment (800-35-CLEAN)
- Perform periodic routine service checks of the Equipment (valves, salt levels, etc.)
- Provide all labor and all parts for any necessary maintenance or repairs (other than for damage due to misuse or abuse)

5. TERM: This Agreement will continue for each term noted above in EQUIPMENT beginning on the first of the month following the date on which Ecolab signs this Agreement ("Initial Term") and will continue from year-to-year thereafter (each year being a "Renewal Term") unless either party provides the other with at least 30 days written notice prior to the end of the Initial Term or the then-current renewal term. Notwithstanding the foregoing, this Agreement will not extend beyond the normal useful life of the Equipment nor beyond the point at which continued repair and maintenance of the Equipment is not, in Ecolab's sole discretion, economically feasible. A party may only terminate this Agreement before the end of the Initial Term or a Renewal Term (if any) if the other party has materially breached this Agreement (i.e., failed to meet its obligations under this Agreement) and fails to cure (i.e., correct) that breach within 60 days of receiving written notice. If Customer fails to pay an invoice when due, then Ecolab may terminate this Agreement upon ten days' prior written notice (subject to the payment being made within that ten-day period). In addition, if at any time Customer is not purchasing substantially all of its requirements for cleaning and sanitizing chemicals for warewashing, laundry and housekeeping from Ecolab, Ecolab may, but is not required to, terminate this Agreement upon 30 days' prior notice to Customer. If this Agreement is terminated for any reason before the end of the then-current term (except if Customer terminates pursuant to this paragraph for Ecolab's breach of this Agreement) Customer must promptly pay to Ecolab an amount equal to (i) the sum of the base lease rate, multiplied by (ii) the lesser of 3 or the number of months remaining in the then-current term following the effective date of the termination. Customer and Ecolab agree that this is equal to or less than the reasonable estimate of the damages suffered by Ecolab for the early termination of this Agreement.

6. NOTICE OF CHANGES: The prices under this Agreement will remain in effect for a minimum of one year. Thereafter, Ecolab may increase the base lease rate and any additional charges and extended service prices at any time upon notice to Customer. In the event of a price increase, Customer may terminate this Agreement by giving 60 days' written notice to Ecolab. To be effective, notice must be received by Ecolab within 30 days after the price increase takes effect. Where applicable, Customer must pay any sales tax and any personal property taxes levied upon the Equipment.

7. DELIVERY: Delivery of the Equipment will be at the Customer's request or as soon thereafter as is practicable. Customer must

provide electrical hookups and any and all required governmental permits. Customer will provide all utilities necessary to operate the Equipment. Customer agrees, on the termination of this Agreement, to return the Equipment in the same condition as when received, reasonable wear and tear excepted. Upon termination of this Agreement or upon Customer default, Ecolab reserves the privilege of entering Customer's premises for removal of the Equipment. Ecolab will, at Customer's request, remove and dispose of Customer's existing water softening equipment; Customer will indemnify and hold Ecolab harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to the removal and disposal of such water softening equipment.

8. OWNERSHIP OF EQUIPMENT: The Equipment will at all times be the sole and exclusive property of Ecolab. The Customer will have no right of ownership of such property, but only the right to use the Equipment subject to this Lease. The Equipment will remain personal property and not become a fixture of any building. Customer will not remove the Equipment without prior written approval of Ecolab.

9. DEFAULT: Customer shall be in default under this Lease upon the happening of the following:

- a. Loss, theft, substantial damage, destruction, sale or encumbrance of the Equipment or the making of any levy, seizure or attachment thereof or thereon.
- b. Death, dissolution, termination of existence, insolvency or business failure of Customer.
- c. Termination, cessation or liquidation of Customer's business.
- d. Appointment of a receiver of the property of Customer, for the benefit of creditors by customer or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Customer.
- e. Customer permits or allows the Equipment to be operated contrary to the provisions of this Lease or of any policy of insurance covering the Equipment.
- f. Ecolab on commercially reasonable grounds deems itself to be insecure with respect to Customer's obligations hereunder.

In addition to the termination rights on the first page of this Agreement, upon default, Customer's rights under this lease shall, at the option of Ecolab, without notice to the Customer, be terminated, provided, however, that the outstanding obligations of the Customer contained herein shall survive any such termination, and Ecolab shall have the right to take immediate possession of the Equipment and to exercise any other remedies available to it in law or in equity and all rights of Customer in the Equipment shall forthwith terminate. The Customer shall pay all reasonable costs up to 20% of the amount collected, incurred by Ecolab, including reasonable attorney's fees to collect any amounts due hereunder, to enforce any covenant or agreement of Customer contained herein or to regain possession of the Equipment.

10. INSURANCE: During the term of this lease, Customer will be responsible for any damage to the Equipment. Customer will keep the Equipment insured for at least its full value against loss by fire and the extended coverage perils. Full value means the suggested selling price plus freight less depreciation. Ecolab will be entitled to all proceeds paid under the insurance. Customer will also be solely liable for all claims including, but not limited to, Workers' Compensation claims, resulting from the operation or use of the Equipment or work thereon by Customer's employees or agents.

11. ASSIGNMENT: Customer may not assign this Agreement without Ecolab's prior written consent.

12. SUCCESSORS: This Agreement will be binding upon each of the parties hereto and their representative heirs, successors, and assigns.

13. FORCE MAJEURE: Ecolab will not be liable for consequential or any other damages which may result from any cause beyond the reasonable control of Ecolab including, but not limited to, acts of God or government, supply or labor shortages, or transportation delays.

14. GENERAL: Ecolab will not accept payment by credit card or similar payment methods unless otherwise agreed by Ecolab in writing. BOTH PARTIES DISCLAIM ALL CONSEQUENTIAL, INCIDENTAL, AND/OR SPECIAL DAMAGES. With regard to third party claims, Ecolab will defend, indemnify and hold Customer harmless from and against any liability, including reasonable attorneys' fees and court costs, relating to bodily injury, death or property damage, but only to the proportionate extent that such injury, death or property damage is caused by (i) Ecolab's breach of warranties given in this Agreement or (ii) Ecolab's (or Ecolab's employees' or agents') negligent or intentionally wrongful acts or omissions. Customer must give Ecolab prompt written notice of any claim for which Customer intends to seek recovery from Ecolab under this Agreement. Customer may not settle, defend or litigate any claim for which Customer seeks or will seek indemnification from Ecolab without the prior written consent of Ecolab, and Ecolab will not be liable for any settlement or claim established against, or cost or expense incurred by, Customer without that prior written consent. This Agreement may not be assigned by Customer without the prior written consent of Ecolab. This Agreement represents the entire agreement of the parties, and it supersedes all prior agreements and understandings between the parties, whether written or oral, regarding the subject matter of this Agreement and it may only be amended in writing. No notice to Ecolab is effective unless a copy is also sent to: Attn: General Counsel, Ecolab Inc., 370 North Wabasha Street, St. Paul, MN 55102. This Agreement is governed by the internal laws of Minnesota without regard to the conflict of laws rules, provisions or statutes of any jurisdiction.

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY BOTH PARTIES.

Signature Date:

Authorized Signature

Printed Authorized Signer: Joe Lopez	Ecolab Assoc: David Ybarra	Employee #: 09739
Date: January 25, 2016	Agreement Code: LSA-000040145	

For Office Use Only - Water Softener Lease and Maintenance Agreement

This Agreement will not be binding upon Ecolab Inc., unless and until it is countersigned below by a proper official at Ecolab's offices in Eagan, Minnesota

Accepted: _____ Date: _____ Account No: 012548798

Rev. 06/19/2014