



Phase II Dishmachine Lease 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: wruiz@webbcountytx.gov

1. **EQUIPMENT** Ecolab will provide:

(a) **Dishmachine Equipment.**

Model	Base Rate	MPPA	Term Length	Term Type
EC-66	USD 374.96	USD 500.00	5	Years

(b) **Optional Equipment.**

(c) **Parts and Service.** Parts and service to maintain the Equipment in good condition.

2. **PAYMENT.** In consideration of Ecolab leasing to Customer the warewashing and other equipment identified above (the "Equipment"), Customer agrees to make the following payments and purchases:

(a) **Delivery, Installation & Program Start-up Fee.** USD 0.00 (payable upon Customer signature); and

(b) **Base Rate.** The base lease rate noted for each unit of Equipment shown above in Section 1(a) and (b) (the "Base Rate") for each monthly service period (payable in advance); and

(c) **Minimum Product Purchases.** Customer also agrees to purchase a monthly minimum for each monthly minimum noted above in Section 1 (a,b) (the "Monthly Minimum") of Ecolab Institutional chemical products ("Products") from Ecolab or an approved distributor and that amount is due and payable upon receipt of invoice. The start-up fee (if any) nor Base Rate, any maintenance agreement, or any Rabum and Equipment sales do not apply towards this requirement. If Customer does not purchase the Monthly Minimum for two consecutive months, then Customer must pay the shortfall amount.

(d) **Product Prices.** The price for the Products and payment terms will be as agreed and stated on each invoice.

(e) **Payments.** Payments referred to in Section 2 (a) through (d) hereof shall be made in accordance with the option indicated below:

(Options include *Monthly Invoice* or *Automatic Withdrawal*)

Monthly Invoice

Customer has read and understood PAYMENT terms

3. **TERM.** This Agreement will continue for each term noted above in Section 1 (a, b) beginning on the day the Equipment is delivered (the "Initial Term") and will continue from year-to-year thereafter (each year being a "Renewal Term") unless either party provides the other with 60 days written notice prior to the end of the Initial Term or the then-current Renewal Term.

4. TERMINATION; EARLY TERMINATION DAMAGES. A party may only terminate this Agreement before the end of the Initial Term or a Renewal Term (if any) (i) pursuant to Section 5 below, or (ii) 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 this Agreement is terminated for any reason before the end of the then-current term (except if Customer terminates pursuant to this Section 4 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 and Monthly Minimum, 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.

Customer has read and understood TERMINATION; EARLY TERMINATION DAMAGES terms

5. 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.

6. TAXES. If applicable, Customer must pay any sales tax and any personal property taxes levied upon the Products or Equipment.

7. LOSS AND DAMAGE. Customer is responsible for any loss, damage, theft, or destruction of the Equipment while on Customer premises and beyond Ecolab's control. In addition, Customer is responsible for any damage or destruction caused by the removal of the Equipment by another person or entity other than Ecolab.

8. DELIVERY AND UTILITIES. Delivery will be at Customer's request or as soon thereafter as is practicable. Customer must provide plumbing and electrical hookups and any and all required governmental permits. Customer will provide all utilities (including, without limitation, electricity, 140 degree F hot water and maintain water hardness no higher than 8 grains per gallon) necessary to operate the Equipment.

9. DEFAULT. Customer will be in default under this Agreement if Customer fails to comply with any terms of this Agreement (time being of the essence), if the Equipment is moved, substantially damaged or encumbered, Customer dies, is dissolved or becomes insolvent, or any action for the benefit of creditors is taken with respect to Customer. Upon default, Ecolab may disable the Equipment and Customer's rights under this Agreement will, at the option of Ecolab and without notice to Customer, be terminated (but Customer's outstanding obligations under this Agreement will survive any termination) and Ecolab will have the right to take immediate possession of the Equipment and exercise any other remedies available to it in law or in equity. If Customer fails to surrender the Equipment within 30 days from the effective date of termination, Ecolab will invoice Customer for the Estimated Value of Leased Equipment and any other outstanding payments due to Ecolab. Customer must pay all reasonable costs incurred by Ecolab, including, without limitation, collection costs and reasonable attorneys' fees, to collect any amounts due Ecolab, or to enforce any Ecolab right, under this Agreement.

10. OWNERSHIP AND DAMAGE TO EQUIPMENT. The Equipment (including but not limited to dispensing equipment) will at all times be the sole and exclusive property of Ecolab. Customer will have no right of ownership of such property, but only the right to use the Equipment subject to this Agreement. 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. Customer agrees that Ecolab may file and the Customer will execute documentation as Ecolab deems necessary to evidence Ecolab's ownership. Upon termination of this Agreement, Customer must return the Equipment in as good a condition as when received, reasonable wear and tear excepted. Customer may not change, alter, or repair the Equipment, or use any detergents or sanitizers in the operation of the Equipment except those provided by Ecolab or approved by Ecolab in writing. Upon termination of this Agreement or upon Customer default, Ecolab may enter Customer's premises for removal of the Equipment.

11. GENERAL. Customer is 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. Customer may not assign this Agreement without Ecolab's prior written consent. This Agreement will be binding upon each of the parties hereto and their representative heirs, successors, and assigns. 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.

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: Martin Cuellar	Ecolab Assoc: David Ybarra	Employee #: 09739
Date: July 25, 2016	Agreement Code: LSA-000039647	

For Office Use Only - Phase II Lease 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 by (Title): _____ **Date:** _____ **Account:** 012548798