



STANDARD DISHWASHING MACHINE AGREEMENT

AGREEMENT, made this 20 day of November, 20 18, between AUTO-CHLOR SYSTEM ("Auto-Chlor") and Webb County Head Start, (check one: a proprietorship, a partnership, a corporation), which has its principal office located at _____ ("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>A5</u>	<u>C00203</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 \$ \$0.00, payable upon execution of this Agreement.
- B. A delivery fee of \$ \$0.00 and an initial installation charge of \$ \$0.00, both payable upon execution of this Agreement.
- C. A base fee of \$ \$174.95 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 \$0.00 ¢ per rack for racks washed in excess of 0 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 \$ 0.00 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 3 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.

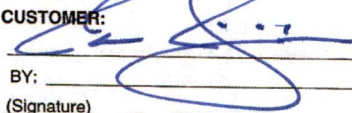
IV. EQUIPMENT LOCATION: The Equipment will be located at the following address: _____
5904 West Drive Laredo, TX 78045

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

V. OTHER: Monthly Environmental Charge not to exceed \$7.50.

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:
Corpus Christi
BY: _____

CUSTOMER:

BY: _____
(Signature)
Tano E. Tijerina
(Print Name Signed Above)

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

Webb County Judge
Title _____ Date _____

Telephone number of customer: _____

AUTO-CHLOR SYSTEM Entity:
BY: _____
Authorized Signature _____ Date _____



STANDARD DISHWASHING MACHINE AGREEMENT

AGREEMENT, made this 20 day of November, 2018, between AUTO-CHLOR SYSTEM ("Auto-Chlor") and Webb County Head Start, (check one: a proprietorship, a partnership, a corporation), which has its principal office located at _____ ("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>A5</u>	<u>C00203</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 \$ \$0.00, payable upon execution of this Agreement.
- B. A delivery fee of \$ \$0.00 and an initial installation charge of \$ \$0.00, both payable upon execution of this Agreement.
- C. A base fee of \$ \$174.95, 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 \$0.00 per rack for racks washed in excess of 0 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 \$ 0.00 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 3 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: 5904 West Drive Laredo, TX 78045

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

V. OTHER: Monthly Environmental Charge not to exceed \$7.50.

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:
Corpus Christi
BY: [Signature]

CUSTOMER:
[Signature]
BY: _____
(Signature)
Tano E. Tijerina
(Print Name Signed Above)

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

Webb County Judge
Title _____ Date _____
Telephone number of customer: _____

AUTO-CHLOR SYSTEM Entity:
BY: _____
Authorized Signature _____ Date _____

ATTESTED:

Margie Ramirez-Ibarra
Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:

Ramon A. Villafranca, Jr.
Ramon A. Villafranca, Jr.
Assistant General Counsel
Civil Legal Division*

*By law, the Civil Legal Division may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**Passed and approved by the Webb County Commissioners Court
On January 28, 2019; item no. 7a.**

A thirty six (36) month (November 20, 2018 through November 19, 2021) Standard Dishwashing Machine Maintenance Agreement between Auto-Chlor System and Webb County for the Webb County Head Start/Early Head Start for dishwasher maintenance for dishwasher serial number C00203.

MARGIE R. IBARRA
COUNTY CLERK
FILED

2019 FEB 13 PM 3:31

WEBB COUNTY, TEXAS

BY 12 DEPUTY

