

Healthbot Lease Agreement

This lease is between Healthchek Network LLC (Healthbot), or authorized local agent (lessor), located at 135 W. Sallier, Lake Charles LA 70601 and Webb County located at 1000 Houston Street, Laredo, Texas 78040.

1. LEASED PROPERTY: Healthbot Model HCK2000. Quantity 6

2. INSTALLATION AND SERVICE: Such equipment shall be installed and maintained by lessor, **which** shall, at their expense make all repairs.

3. OWNERSHIP OF EQUIPMENT: Lessee acknowledges that equipment is the sole property of the lessor and nothing in the agreement or in the relationship between the parties will give the Lessee proprietary interest in the said equipment.

4. ASSIGNMENT: The agreement shall not be assigned by Lessee without prior written consent of lessor and shall be binding upon the authorized assigns and successors of Lessee.

5. PROTECTION AND CARE OF EQUIPMENT: Lessee shall take all reasonable precautions to **protect** the equipment from loss or damage. Lessee shall keep the equipment clean and powered with 110 volt AC, grounded receptacle.

6. BUYOUT: Lessee, at any time during the lease period, may apply 50% of rent/lease payments (not including monthly data subscription fee) toward the purchase of the leased kiosk value of \$7990.

7. MONTHLY RATE PER KIOSK:

\$179	per kiosk per month.
\$25	standard data subscription, user accounts, population reports, maintenance
\$19	deliverables: freight, install, branding (\$935 amortized over 36 months)
\$223	total monthly charges per kiosk

8. TERM: 60 months. Commencing: upon installation.
 EARLY RETURN FEE: If lessee terminates this agreement before the term ends, lessee must pay \$1000 per kiosk fee to cover de-installation and return freight charges.

9. COMPLIANCE WITH THE LAW. Lessor agrees that all sensitive health information, including Protected Health Information as that term is defined by the Health Insurance Portability and Accountability Act of 1996 shall be obtained, maintained, or transmitted to or from the leased equipment in accordance with applicable law and in a manner consistent with industry standard security measures.

10. SUPERSEDURE AND INTERPRETATION: This Agreement supersedes all previous agreements and contracts, verbal or written, and constitutes the entire understanding between the parties hereto. This agreement shall be governed and construed in accordance with the laws of the State of Texas.

11. Non-Appropriation. County operates on a year-to year fiscal budget (October-September) as approved by its County's Commissioners Court. If the County should not appropriate or otherwise make available fund sufficient to pay for the services provided under this Contract, County may unilaterally terminate this

FILED 11/02/20 23 @3:15pm 1 HealthChek Lease Agreement
 MARGIE RAMIREZ IBARRA
 COUNTY CLERK WEBB COUNTY TEXAS
 BY Michelle Garcia DEPUTY

Contract upon only upon thirty (30) days written notice to Service Provider. Upon termination, County shall remit payment for all services delivered to County and expenses incurred by Service Provider prior to Service Provider's receipt of the termination notice.

Date: 10/4/2023

Lessor Name: John Campion
Company/Title: Healthchek Network LLC
Phone/Email: 210-213-8238

Lessee Name: Tano E. Tijerina
Company/Title: Webb County
Phone/Email: 956-523-5065

Signature: 

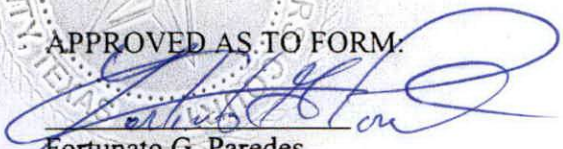
Signature: 

ATTEST:



Hon. Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, 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)