Phase II Dishmachine Rental Agreement

This equipment rental agreement (**"Agreement"**) is between Ecolab Inc. (**"Ecolab"**) and

JEFFERSON CNTY CORRECTIONAL
5030 HIGHWAY 69 S
BEAUMONT, TX 777051258
Phone: Fax:
Email: mreeves@co.jefferson.tx.us

1. EQUIPMENT. Ecolab will provide:

(a) Rental Equipment.

Model	Base Rate	Min Product Purchase	Term Length	Term Type	-
ES-4400	USD 284.95	USD 300.00	2	Years	

(b) Maintenance: Ecolab will perform periodic routine service checks of the Equipment and provide all parts and labor for necessary repairs to maintain the Equipment in good condition (other than damage due to misuse or abuse by Customer). Ecolab will provide 24-hour/365-day access to Ecolab's service number (1-800-35-CLEAN). Ecolab reserves the right to discontinue service in the event of delinquency in the payment of any amounts due to Ecolab under this Agreement or other breach of this Agreement by Customer.

(c) Substitution: Ecolab may substitute an alternative model for a model listed above if the alternative model provides equal or better performance than the model being replaced.

2. PAYMENT. In consideration of renting the warewashing and other equipment identified above (the "**Equipment**") from Ecolab, 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) Rental Rate: The monthly rental rate noted in Section 1 (a,b) above for each unit of Equipment (the "**Rental Rate**") for each monthly service period (payable in advance); and

(c) Minimum Product Purchases: Customer agrees to purchase a monthly minimum of Ecolab Institutional chemical products ("**Products**") from Ecolab or an approved distributor for each monthly minimum noted above in Section 1 (a,b), if any (the "**Monthly Minimum**"). The start-up fee (if any), Rental Rate, maintenance agreement payments, if any, or Raburn or other equipment sales do not apply towards the Monthly Minimum requirement. If Customer does not purchase the Monthly Minimum for two consecutive months, then Customer must pay the shortfall amount. Customer may not use any detergents, sanitizers or rinse additives in the operation of the Equipment except those provided by Ecolab or approved by Ecolab in writing.

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

(e) Payment Options: Payments due under Section 2 (a) through (d) are due net 30 days and will be made in accordance with:

Monthly Invoice

Customer hereby authorizes Ecolab to debit the bank account indicated on the Pre-Authorized Payment Plan form. The Pre-Authorized Payment Plan must be completed to activate this option.

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 month-to-month thereafter until either party provides the other with 30 days' written notice of its intent to terminate this Agreement.

4. TERMINATION; EARLY TERMINATION DAMAGES. A party may only terminate this Agreement before the end of the Initial Term (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 Initial Term (except if Customer terminates pursuant to this Section for Ecolab's uncured material breach of this Agreement), Customer must promptly pay to Ecolab an amount equal to (i) the sum of the Rental Rate and Monthly Minimum, multiplied by (ii) the lesser of 3 or the number of months remaining in the Initial 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.

5. NOTICE OF CHANGES. The prices under this Agreement will remain in effect for a minimum of one year. Thereafter, Ecolab may increase the Rental Rate and any additional charges and extended service prices by no more than 8% annually but only with at least 30 days' notice to Customer. In the event of a price increase, Customer may terminate this Agreement by giving 30 days' written notice to Ecolab. To be effective, notice must be received by Ecolab within 30 days after the price increase takes effect.

6. TAXES. Where applicable, Customer must pay any sales, use or 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, including any damage caused by Customer's misuse or abuse, Customer's use of non-Ecolab products, failure to comply with use, care and maintenance instructions provided by Ecolab or with the terms of this Agreement. Customer may not change, alter, or repair the Equipment. Customer will be charged for repairs required due to the foregoing at Ecolab's then-current prices for parts and service. Customer agrees that it will not permit removal or defacement of any identifying labels and/or serial numbers affixed to the Equipment and will promptly notify Ecolab if any such labels or serial numbers become illegible, missing or defaced. 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 INSTALLATION; UTILITIES. Ecolab will deliver and install the Equipment at Customer's request or as soon thereafter as is feasible. For water softeners, Ecolab will terminate to the existing water and drain connections. Customer is responsible for locating the hard water supply line and floor drain properly sized to accommodate backwash flow rates within five (5) feet of the softener locations. Customer must provide plumbing and electrical hookups and any and all required governmental permits. Customer will provide all utilities including, without limitation, electricity, water temperatures, and water conditions necessary to operate the Equipment according to the Equipment manufacturer's specifications. Ecolab will, at Customer's request, remove and dispose of Customer's existing water softening equipment, and in that event, 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.

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 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 upon written notice to Customer, be terminated (but Customer's outstanding obligations under this Agreement will survive any such 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 has the right to seek recovery of the Equipment and all other remedies as may be provided by law which arise out of such default including the right to invoice Customer for all costs associated with the full replacement value of the Equipment and for damages suffered by Ecolab for Customer's failure to surrender the Equipment, including but not limited to labor, removal, shipping, and restocking fees plus 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 OF EQUIPMENT. All 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 the prior written approval of Ecolab. Customer will not permit any lien or encumbrance upon the Equipment and will execute documentation as Ecolab deems necessary to evidence Ecolab's ownership.

11. RETURN OF EQUIPMENT; RIGHT TO REMOVE. Upon expiration or termination of this Agreement, Customer must return the Equipment in as good a condition as when received, excluding normal wear and tear. Ecolab will have the right to enter Customer's premises at all reasonable times and upon reasonable notice for the purpose of de-installation and removal of the Equipment. Ecolab will repair any damage it may cause to the premises during the de-installation and removal. Customer is liable for the ongoing monthly Rental Rate until the Equipment is returned.

12. 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. **BOTH PARTIES DISCLAIM ALL CONSEQUENTIAL, INCIDENTAL, AND/OR SPECIAL DAMAGES.** With regard to third party claims, each party will defend, indemnify and hold the other party 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) a party's breach of this Agreement or (ii) a party's (or a party's employees' or agents') negligent or intentionally wrongful acts or omissions. A party seeking indemnification under this provision must promptly notify the other party in writing of the claim(s) or damages subject to the claim for indemnification. Neither the party having the right to indemnification nor the party having the indemnification obligation under provision may settle or compromise any such claim, suit, action or proceeding unless the opposite party consents in writing (which consent may not be unreasonably withheld) and the terms of that settlement or compromise releases the opposite party from any and all liability with respect to that claim. This Agreement may not be assigned by Customer without Ecolab's written consent. 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. The terms of any purchase order (other than the stated quantity ordered and delivery date), release,

acknowledgment or other document or communication between the parties will not apply. This Agreement is governed by the internal laws of Minnesota without regard to the conflict of laws rules, provisions or statutes of any jurisdiction. Any personal information provided to Ecolab is protected under Ecolab's Privacy Policy: www.ecolab.com/privacy-policy. 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.

_____

Authorized Signature

Signature Date: X_____

Printed Authorized Signer: Judge Jeff Branick	Ecolab Assoc: Michael Browning	Employee #: 49961
Date: August 15, 2018	Agreement Code: LSA-000133893	Account No: 010318249

For Office Use Only - Phase II Rental 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:** 010318249

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