

RENTAL AGREEMENT

Ph: (888) 534-0117

Customer Information		Billing Information (if different)	
Name The Senior Center at Ashland City		Name	
Contact Gena Batts	Phone Number (615) 792-3629	Contact	Phone Number
Address 104 Ruth Drive		Address	
City, State, Zip Ashland City, TN 37015		City, State, Zip	
EIN (Federal Tax ID# Required)		E-mail Address	

Distributor Information			
Distributor:	PureVida Water Technologies 1033 Demonbreun Street, Suite 300		
City, State, Zip:	Nashville, TN 37203		
Reference #:	Contact:	Jen Carter	Phone Number (888) 534-0117

Equipment Schedule (Model & Serial#)		
MODEL	SERIAL NUMBER	QNTY
PHSI PW50	50P2314A00791	1

Billing Information			
Rental Term 60 Mos.	Payment (+ applicable taxes & fees) \$ 45.00	<input checked="" type="radio"/> New <input type="radio"/> Used <input type="radio"/> Reconditioned	
Billing Frequency Monthly	Pmt. Method:		
Special Provisions:	Due With Order		
	Adv. Pmts. ()	+ \$ _____	
	Installation Fee	+ \$ 0 _____	
	Total Due with Order	= \$ _____	

Agreed: The Senior Center at Ashland City		Date: _____
Customer:	Distributor: <u>PureVida Water Technologies</u>	
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)	
Name: Gena Batts	Name: _____	
Title: _____	Title: _____	

CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS RENTAL AGREEMENT (THIS "AGREEMENT"), INCLUDING THE REVERSE SIDE HEREOF, AND AGREES TO BE BOUND BY ALL OF THE TERMS AND PROVISIONS CONTAINED HEREIN UPON THE EXECUTION OF THIS AGREEMENT. CUSTOMER AGREES THAT UPON ACCEPTANCE OF THE EQUIPMENT BY CUSTOMER THIS AGREEMENT WILL BE AN UNCONDITIONAL OBLIGATION OF CUSTOMER TO PAY WHEN DUE ALL RENTAL PAYMENTS AND OTHER PAYMENTS, AND CUSTOMER CANNOT TERMINATE OR CANCEL THIS AGREEMENT, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, OR WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENT, FOR ANY REASON WHATSOEVER. DISTRIBUTOR MAY SELL, ASSIGN OR TRANSFER ALL OR SOME OF ITS RIGHTS IN THIS AGREEMENT OR IN DISTRIBUTOR'S RIGHTS IN THE EQUIPMENT (SUBJECT TO CUSTOMER'S RIGHTS IN THE EQUIPMENT UNDER THIS AGREEMENT) AT ANY TIME AND WITHOUT NOTICE.

RENTAL AGREEMENT TERMS AND CONDITIONS

1. Distributor Guarantees to Customer: The Senior Center at Ashland City

(a) Guarantee Fulfillment: Customer must be and remain current on all Rental Payments and other payments before, during and after any upgrades, repairs or modifications are made.

2. Ownership of Equipment; Taxes and Fees: Distributor is the sole owner and titleholder of the Equipment. Customer agrees to keep the Equipment free and clear of all liens. This is a "net" lease and Customer agrees to pay any and all taxes, filing fees, interest and penalties relating to this Agreement or the Equipment.

3. Complete Agreement; Amendments: Customer agrees that no promises or agreements regarding the subject matter hereof or the Equipment have been made by Distributor or anyone else which are not part of this Agreement. Revisions to this Agreement must be signed by an authorized representative of Distributor and Customer. Any agreement regarding Equipment maintenance or servicing is separate and apart from this Agreement and shall not affect Customer's obligations hereunder.

4. Authorized Signer: The person(s) signing this Agreement on behalf of Customer or signing any Guaranty represents that he or she has the authority to do so and that no information supplied by any of them is false or misleading.

5. Liability and Insurance: Customer is responsible for any damages or losses to or injuries caused by the Equipment, including any casualty or theft, and shall keep the Equipment fully insured against such losses during the Rental Period.

6. Use and Location of Equipment: Customer will use the Equipment only for business purposes and will keep the Equipment at the location specified in this Agreement. Distributor or an authorized agent (for reasonable and customary charges) must perform any relocation of the Equipment.

7. Assignment; Waiver of Warranties: Customer may not sell, transfer, encumber or assign the Equipment or this Agreement without express prior written consent of Distributor. Distributor may sell, transfer, encumber or assign all or part of its interests in the Equipment and/or this Agreement, and its assignee will have all its rights and benefits under this Agreement but none of its obligations (other than the covenant of quiet enjoyment while no default exists). No assignee of Distributor (a) has any responsibility for the selection or performance of the Equipment and (b) makes any express or implied representations or warranties whatsoever regarding the Equipment, including that the Equipment will be fit for a particular purpose. Customer will settle any claims, defenses and setoffs it may have directly with Distributor, Distributor or any other third party without affecting Customer's obligations to pay Rental Payments or other payments without offset or abatement to assignee. Customer agrees it will have no claim against an assignee relating in any way to the Equipment.

8. Renewal/Price Protection: After the initial rental term (or extension previously agreed to), this Agreement will automatically renew for an additional 12 months and annually thereafter at the same monthly rate unless Customer notifies Distributor in writing 90 days prior to expiration of the initial term or extension that Customer does not intend to renew this Agreement.

9. Agreement Inception, Due Dates and Payment Requirements: Rental Payments begin on the delivery and acceptance date and continue on the same day of each month thereafter; provided that Distributor will establish the due date for the monthly (or other periodic) payments owing under this Agreement, including the first regular payment. If any payment is not made within 15 days of when due, Customer shall pay a late charge equal to 15% of the late payment or \$20, whichever is greater.

10. Early Termination: Customer may terminate this Agreement upon 30 days prior written notice to Distributor if Customer is not in default hereunder upon payment on the termination date of all remaining payments, and all sales tax, and fee, if applicable.

11. Installation, Maintenance and Care: Distributor, or its authorized agent, agrees to install the Equipment in accordance with manufacturer's specifications. Customer agrees to use and maintain the Equipment in accordance with the manufacturer's specifications. Customer will also make the Equipment available and accessible to the Distributor or its authorized agent for maintenance. The Equipment shall at all times remain personal property.

12. UCC Filings: Customer authorizes the filing of any Uniform Commercial Code ("UCC") financing statements deemed necessary or desirable to protect the interest of Distributor (or any assignee) in the Equipment.

13. Default: Customer is in default of this Agreement if it does not pay any amount when due, or breaches any other term of this Agreement, and Distributor may thereafter exercise any and all remedies under the UCC and other applicable laws, including repossession the Equipment, termination of maintenance agreements and acceleration of the remaining balance due hereunder. Any failure to exercise any rights or remedies does not prevent any later exercise. Distributor's rights survive termination of this Agreement until payment and performance by Customer of all of its obligations. Customer shall pay all costs and expenses, including attorneys' fees, associated with enforcement of Customer's obligations or repossession or disposal of the Equipment.

14. Governing Law; Jury Trial Waiver: This Agreement will be governed by the internal laws of the Commonwealth of Pennsylvania. Any legal action, suit, or proceeding with regard to or arising out of this Agreement, or the Equipment, may be brought in the courts of the Commonwealth of Pennsylvania, and all parties consent to the jurisdiction of such courts as to all such actions. The parties hereto waive any right to a trial by jury.

15. Equipment Return: At the end of the Rental Period or earlier termination of this Agreement Customer shall relinquish possession of the Equipment in the same condition and working order as of the date of its acceptance, ordinary wear and tear resulting from proper use excepted.

16. General. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, and this Agreement shall be modified as permitted by law. Where applicable "Distributor" means and includes its assignee. A fax or electronic version of Customer's or Distributor's signature when received by Distributor will be binding upon such party. The parties agree that the copy with Distributor's original signature shall constitute the original authoritative version for all purposes, including best evidence. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

RENTAL AGREEMENT
DELIVERY & ACCEPTANCE CERTIFICATE

Customer Name: The Senior Center at Ashland City

Delivery And Acceptance Certificate

Customer and Distributor certify that all Equipment described in the Rental Agreement has been delivered and properly installed according to the Rental Agreement. Customer acknowledges that the Equipment is in good condition and is performing satisfactorily. Customer hereby accepts the Equipment unconditionally and irrevocably in accordance with the Agreement.

Distributor acknowledges its obligation to provide maintenance services in accordance with any maintenance agreement separately entered into between Distributor and Customer.

Customer: Do not sign this Certificate until you have actually received, installed, inspected and accepted all units of the Equipment described in the Agreement.

Serial Numbers: 50P2314A00791

X	Gena Batts		
_____	_____	_____	_____
Customer (Authorized Signature)	Name (Print)	Title	Date

X			
_____	_____	_____	_____
Distributor (Authorized Signature)	Name (Print)	Title	Date

Certificate Of Completion

Envelope Id: BCA9668742A142B4ACAF019E8F9E38E8
 Subject: Complete with DocuSign: The Senior Center at Ashland City Agreement.pdf
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 1
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 PureVida Admin
 5380 Old Bullard Rd, Suite 600-162
 Tyler, TX 75703
 admin@purevidawater.com
 IP Address: 204.48.38.218

Record Tracking

Status: Original
 6/21/2023 7:53:32 AM

Holder: PureVida Admin
 admin@purevidawater.com

Location: DocuSign

Signer Events

Gena Batts
 gbatts@ashlandcitytn.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Payton Fedell
 admin@purevidawater.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature**Timestamp**

Sent: 6/21/2023 7:57:57 AM
 Viewed: 6/21/2023 8:48:01 AM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Cole Koeberer
 colek@purevidawater.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
 Hashed/Encrypted

6/21/2023 7:57:57 AM

Payment Events**Status****Timestamps**