



RENTAL AGREEMENT

Ship To	Bill To
Name Vermillion County Buildings and Grounds	Name Vermillion County Buildings and Grounds
Contact Patrick Sargent	Sales Rep Bo Schafer
Address 201 N. Vermillion Street	Address 123 N. Hazel
City, State, Zip Danville, IL 61832	City, State, Zip Danville, IL 61832
Phone Fax 217-274-0193;	Phone Fax 217-274-0193

Rental Term 60 Mos.	Monthly Payment \$ 349.65 + Applicable Sales Tax
Start Date: January 30, 2019	

Equipment Schedule			
Item/Description	(7) PHSI Gen3i	Serial #'s	1843M61842
		1843M61845	1843M61846
		1843M61847	1843M61849
		1843M61869	1843M61916

Service and Filters are included with contract. Rates include filters to be replaced at the following intervals: yellow & green – 12 months; red & blue – 24 months. Any additional filter changes will be charged to the customer at the current rate.

Service is **NOT** included with contract. Customer is responsible for filters, flushing and installation charges to replace filters.

Special Provisions:	Total Mo. Pmt.	\$349.65
	Installation Fee +	\$0.00
	Total Due with Order (+ Applicable Sales Tax) =	\$349.65

Agreed and Accepted By:			
Customer:	 (Authorized signature)	Title: <u>Chairman</u>	Date: <u>1/22/19</u>
Purity Plus:	 (Authorized signature)	Title: <u>Sales Consultant</u>	Date: <u>1/22/2019</u>

Customer acknowledges having read and understood all of the terms and provisions of this Rental 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 Rental Agreement or earlier acceptance of the rented equipment. This Rental Agreement may not be cancelled or terminated by Customer for any reason.

TERMS AND CONDITIONS

1. Purity Plus Guarantees to the Customer

(a) **Upgrade Guarantee:** At any time during the Agreement term, or any extension, thereof (the "Rental Period"), upon approval of additional credit, Customer may upgrade for the difference in price, plus any termination value, if applicable. Customer must pay for removal, new installation and one month's billing from date of new installation

(b) **Guarantee Fulfillment:** The customer must remain current on all rental payments before, during and after upgrades, repairs and modifications are made.

2. Ownership of Equipment: PURITY PLUS or its assignee is the sole owner and titleholder of the Equipment installed by PURITY PLUS inclusive of all purification units, fittings, fixtures and tubing. Customer agrees to keep the Equipment free and clear of all liens, and customer will pay any and all taxes, filing fees, interest and penalties relating to this Agreement or the Equipment.

3. Complete Agreement: Customer agrees that no promises or Agreements have been made by PURITY PLUS or anyone else which are not part of this Agreement and that any revisions to this Agreement must be signed by an authorized representative of PURITY PLUS and the customer.

4. Authorized Signer: The person(s) signing this Agreement on behalf of the customer or signing any Guaranty represents they have the authority to do so and that no information supplied by the customer is false.

5. Liability and Insurance: Customer is responsible for any losses or injuries caused by the equipment and due to the negligence of Customer. Purity Plus shall not be liable for special or consequential damages, such as, but not limited to, loss of property or equipment, injury from hot water dispenser, or any other loss from water damage by this equipment including, but not limited to, water tubing, drain tubing and all temporary and permanent plumbing attachments, adapters and fixtures. Purity Plus will not be liable for damage from water leaks incurred as a result of rodent or pest infestation, including but not limited to, chewing of the water tubing, adapters or fixtures. Customer further agrees to keep the equipment fully insured against such losses during the term of the Agreement or any extension thereof. If PURITY PLUS or its assignee obtains any of the required insurance, Customer agrees to pay to PURITY PLUS or its assignee, on demand, the cost of that insurance.

6. Location of Equipment: Customer will keep the equipment at the location specified in the Agreement. The Purity Plus or an authorized agent (for reasonable and customary charges) must perform any relocation of the Equipment.

7. PURITY PLUS Interests: Customer may not sell, transfer, encumber or assign the equipment or this Agreement without express prior written consent of PURITY PLUS or its assignee. PURITY PLUS may sell, transfer, encumber or assign all or part of its interests in the equipment and/or this agreement to its assignee. Any assignee of PURITY PLUS will have all of PURITY PLUS's rights under this Agreement but none of its obligations. Customer agrees that an assignee has no responsibility for the selection or satisfactory performance of the equipment and customer will settle any claims, defenses and setoffs they may have directly with PURITY PLUS or any other third party without affecting customer's obligations to pay rent without offset or abatement to assignee.

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

9. Agreement Inception and Payment Requirements: This Agreement may not be cancelled or terminated for any reason. Monthly rentals begin on the delivery and acceptance date and continue on the same day of each month thereafter. If payment is not made within 15 days of when due, a late charge equal to 15% of the late payment or \$20, whichever is greater, will be charged for each late payment. Customer's obligation extends through the term of the rental agreement and cannot be cancelled.

10. Payment Due Dates: PURITY PLUS (or its successors or assigns) will establish the due date for the monthly (or other periodic) payments due under this Rental Agreement. PURITY PLUS (or its successors or assigns) will also establish the due date for the first regular payment due under this Rental Agreement; provided, however, that such date will not be greater than 30 days from the date on which the Equipment was delivered to you.

11. Installation, Maintenance and Care: Purity Plus, 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, and use only those products supplied or approved by the manufacturer. Customer will also make the equipment available and accessible to the Purity Plus or its authorized agent for maintenance.

12. Equipment Relocation and Removal: Customer agrees to pay an equipment relocation fee in the amount of \$149.00 for each incident of equipment relocation. In the event of non-renewal of the agreement, Customer agrees to pay a removal fee in the amount of \$149.00 for each unit removed from Customer location(s).

13. UCC Filings: Customer grants PURITY PLUS (and its successors and assigns) authorization to sign and file at Customer's expense any Uniform Commercial Code financing statements deemed necessary or desirable by PURITY PLUS (or its successors and assigns) to protect its interests in the Equipment.

14. Default: If Customer does not pay any amount when due, or breaches any other term of the Agreement, PURITY PLUS or its assignee, may deem Customer in default of the Agreement, and PURITY PLUS or its assignee retains the right to exercise any and all legal remedies available by applicable laws, including, but not limited to, repossession of the equipment, termination of maintenance agreements, acceleration of the remaining balance due under this contract, reimbursement of reasonable attorney fees associated with any action, repossession, or disposal of the equipment. If any part of the Agreement is found to be invalid, then it shall not invalidate any of the other parts, and the Agreement shall be modified as permitted by law.

15. Business Agreement: Customer agrees that this Agreement is for business purposes and will be governed by the laws of the state in which the equipment is located. Customer further agrees that should any legal action, suit, or proceeding be initiated by any party to this Agreement with regard to or arising out of this Rental Agreement, or the Equipment covered hereby, such action shall be brought only in the courts of the state in which the equipment is located, and all parties consent to the jurisdiction of such courts as to all such actions.

16. Other Rights: Customer agrees that PURITY PLUS's or its assignee's, failure to exercise any of their rights does not prevent them from exercising them at a later date

Customer: _____

Title: _____

Date: 1/22/19

January 22, 2019

Vermilion County Buildings & Grounds

AMENDMENT TO AGREEMENT

Details of Purity Plus Satisfaction Guarantee.

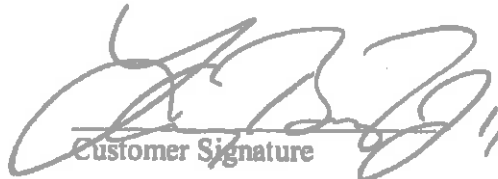
We guarantee that the Purity Plus Water System will meet the following criteria.

- Units will be operational at least 90% of the time. Definition of an inoperable unit; unit failure resulting in non-dispensation of water. The calculation for 90% will be based on operating hours from 8:00am to 5:00pm Monday through Friday.
- The TDS (Total Dissolved Solids) will not exceed 40 ppm (parts per million).
- The water reservoir will be consistently bacteria free.
- Service calls are responded to in a timely fashion, usually less than 8 business hours from receipt of the call being placed.
- Unit must be contracted with service to qualify for guarantee.

If a unit fails to meet these criteria, the customer has the option to exercise its satisfaction guarantee. The customer must document the failure in writing and allow Purity Plus (30) days to remedy the problem, and/or replace the unit. If after 30 days the problem is not corrected, the unit contracted can be removed and Purity Plus will cancel the contract and all subsequent billings.

This 60 month contract may be cancelled (without penalty to the customer) after the 24th month of the contract with 90 day written notice of intent to cancel.


R.K. Dixon Signature 1/22/2019


Customer Signature 1/22/19

Purity Plus
WATER SYSTEMS

LOCAL GOVERNMENT

(50 ILCS 505/) Local Government Prompt Payment Act.

(50 ILCS 505/1) (from Ch. 85, par. 5601)

Sec. 1. This Act shall be known and may be cited as the "Local Government Prompt Payment Act".

(Source: P.A. 84-731.)

(50 ILCS 505/2) (from Ch. 85, par. 5602)

Sec. 2. This Act shall apply to every county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units. It shall not apply to the State or any office, officer, department, division, bureau, board, commission, university or similar agency of the State, except as provided in Section 7.

(Source: P.A. 85-1159.)

(50 ILCS 505/3) (from Ch. 85, par. 5603)

Sec. 3. The appropriate local governmental official or agency receiving goods or services must approve or disapprove a bill from a vendor or contractor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. If one or more items on a construction related bill or invoice are disapproved, but not the entire bill or invoice, then the portion that is not disapproved shall be paid. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods, approval or disapproval of the bill must be made immediately upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor or contractor immediately if a bill is disapproved.

(Source: P.A. 94-972, eff. 7-1-07.)

(50 ILCS 505/4) (from Ch. 85, par. 5604)

Sec. 4. Any bill approved for payment pursuant to Section 3 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.

(Source: P.A. 84-731.)

(50 ILCS 505/5) (from Ch. 85, par. 5605)

Sec. 5. If the local governmental official or agency whose approval is required for any bill fails to approve or disapprove that bill within the period provided for approval by Section 3, the penalty for late payment of that bill shall be computed from the date 60 days after the receipt of that bill or the date 60 days after the goods or services are received, whichever is later.

(Source: P.A. 84-731.)

(50 ILCS 505/6) (from Ch. 85, par. 5606)

Sec. 6. The time periods specified in Sections 3, 4 and 5, as they pertain to particular goods or services, are superseded by any greater time periods as agreed to by the local government agency and the particular vendor or

contractor.
(Source: P.A. 87-773.)

(50 ILCS 505/7) (from Ch. 85, par. 5607)

Sec. 7. If the funds from which the local governmental official or agency is to pay for goods or services are funds appropriated or controlled by the State, then the local governmental official or agency may certify to the State Treasurer, Comptroller and State agency responsible for administering such funds that a specified amount is anticipated to be necessary within 45 days after certification to pay for specified goods or services and that such amount is not currently available to the local governmental official or agency. The State Treasurer, Comptroller and State agency shall then expedite distribution of funds to the local governmental unit to make such payments. The certification shall be mailed on the date of certification by certified U. S. mail, return receipt requested. Any interest penalty incurred by the local governmental unit under Section 3 or 4 because of the failure of funds to be distributed from the State to the local governmental unit within the 45 day period shall be reimbursed by the State to the local governmental unit as an amount in addition to the funds to be otherwise distributed from the State.
(Source: P.A. 85-1159.)

(50 ILCS 505/9) (from Ch. 85, par. 5609)

Sec. 9. Payments to subcontractors and material suppliers; failure to make timely payments; additional amount due. When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier their application less any retention. If the contractor receives less than the full payment due under the public construction contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. All interest payments received pursuant to Section 4 also shall be disbursed to subcontractors and material suppliers to whom payment has been delayed, on a pro rata basis. When, however, the public owner does not release the full payment due under the contract because there are specific areas of work or materials the contractor is rejecting or because the contractor has otherwise determined such areas are not suitable for payment, then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment and all other subcontractors and suppliers shall be paid in full.

If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within 15 days after receipt of payment under the public construction contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 15-day period until fully paid. This Section shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

(Source: P.A. 94-972, eff. 7-1-07.)