

RENTAL AGREEMENT

156 Reasor St #231 Tahlequah, OK 74464 918-453-0135 / 918-480-2221 (f) office@1sourcewater.com 1sourcewater.com

This agreement between One Source Water, LLC - herein called the Lessor and Customer (lessee): Contact person(s): Muskogee Co Court Clerk **Donna Murray** Billing Address: 220 State Street Delivery address: 220 State Street Muskogee, OK 74401 Muskogee, OK 74401 Billing Email/fax: Delivery Email/Fax donna.murray@oscn.net Billing telephone: FID/SSN DOB: Delivery telephone: 918-682-7873

Lessor hereby leases to Lessee, and Lessee rents from Lessor, the following equipment:

Brand: CM

Type: H/C

Serial Number: CM2310257695

- 1. Lessee agrees to make monthly rental payments of \$ \$12 (plus tax, if applicable) for the above-described equipment, if applicable. This agreement shall apply to any replacement/additional equipment and will be noted on an invoice.
- 2. This agreement will continue from the date below and renew itself by the agreement of both parties.
- 3. Both parties agree the said equipment will remain the sole property of the Lessor and will be returned to Lessor upon expiration of this agreement or any renewals. Said equipment should be returned to Lessor in substantially the same condition as when installed, with the only exception of reasonable wear and tear. The Lessee is responsible for ALL damages that said equipment might sustain, beyond ordinary wear and tear. The Lessee will have no right to said equipment therein, but only the right to use said equipment under the terms and conditions set forth herein.
- 4. Except for Lessor's negligence (sole or partial), Lessee agrees to indemnify the Lessor against loss by fire, theft, accident, or damage of any kind to said equipment. Indemnification should be to the extent of the replacement cost until above said equipment is paid for in full. Lessee agrees to exonerate the Lessor against liability of any kind or nature resulting from the use of said equipment.
- 5. Lessor agrees to keep the said equipment in good operating condition and to make all necessary repairs, except the repairs resulting by or through the carelessness of the Lessee, or replace the said equipment. In the event repairs are necessary, the Lessee will not attempt, directly or indirectly, himself or through another to affect any repairs.
- 6. This lease is not assignable by the Lessee.
- 7. It will be the responsibility of the Lessee to keep the equipment clean and in a sanitary condition.
- 8. Lessor will not be held liable for damages caused by the overflow of the drip pan or overfill or any other manner of damage whatsoever.
- 9. Lessee agrees not to remove said equipment from the above-stated address without written/oral consent of the Lessor. If said equipment is moved, said equipment is defined as stolen and Lessor reserves the right to file a failure to return rental property report with the respective law enforcement agency. If the Lessor requests an appointment for said equipment to be picked up for any reason and Lessee refuses or does not cooperate, Lessor reserves the right to file a failure to return the rental property report with the respective law enforcement agency.
- 10. A returned check fee will be applied to Lessee's account for each returned check unless turned over to the respective District Attorney's Bogus Check Division.
- 11. In the event the Lessee violates any of the terms and conditions of this contract; defaults in the monthly payments of rental charges; or water delivery charges; becomes bankrupt, makes an assignment for the benefit of creditors; or if the Lessor, in his opinion, deems the equipment is in any danger; Lessor may without liability for trespass, remove said equipment and the Lessor's right to recover for damage by reason of such breach is hereby reserved.
- 12. Invoices are emailed or faxed upon delivery and are due within 15 days of the emailed date. Those without email or fax will be left a paper invoice which is due 15 days after delivery. Invoice balances are due IN FULL. Payments are not avoided by failure to receive an invoice.
- 13. A finance charge will be applied for every 15 days the payment is late.
- 14. Payment options are check/money order, ACH, or credit/debit card.

OSW representative		Lessee:	
	date:/		date://
E-MAILED			

Chairman

Member

Attest

County Clerk

