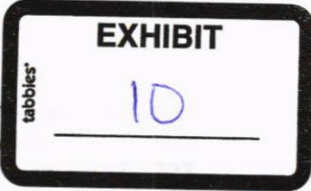




Restaurant & Chemical Supply

809 South Longview

800-877-5472
Fax: 903-757-9519
www.kirbysupply.com



DISH MACHINE LEASE AGREEMENT

TOMBELL CORPORATION, dba Kirby Restaurant & Chemical Supply, LESSOR, hereby enters into this Lease and Service Agreement with LESSEE:

Hopkins Co Jail.
Sulphur Springs, Tx
Ph: _____ Fx: _____

Corporate Owner: _____

1. Lessor agrees to provide to Lessee and Lessee agrees to accept from Lessor, Lessor's Detergent Dispensing System on the terms and provisions contained in this facing side and the reverse side of this Agreement (paragraph 1 through 22 inclusive) which constitute the entire agreement between the parties.

2. Lessee agrees to pay the following sums:
a. An initial deposit of: \$ 0

1. First Base Period in Advance: \$ 239.00

b. Within ten (10) days from the date of a billing therefore:

1. Lease-Service Charge: \$ 239.00 for every MONTHLY service period.

2. Excess Tray Usage Charge: Maximum 2000 cycles for allowed monthly. Account will have three (3) month cycle usage review. Based on the review, the monthly rate can be subject to change.

Please initial that you acknowledge and understand RW

NOTE: In Double Units, there are two racks per cycle.

3. Installation Fee: \$ 795.00 (plus fittings) Includes the Booster Heater install. But not the purchase.

4. UCC, Chatel Mortgage, etc.: \$10 (TX) \$30 (LA) \$16 (AR) \$10 (OK)

c. All personal property taxes on equipment covered herein (billed yearly).

3. The equipment covered herein will be located at the following address: Same

TYPE
MODEL# ADS M#L-90 corner
SERIAL #

4. Lessee is a CORPORATION/SOLE PROPRIETOR/PARTNERSHIP, which represents to Lessor that it IS/IS NOT the owner of the premises at which the equipment will be installed.

5. This Agreement is to continue for 60 months from the date the equipment is installed or date of signing which ever event occurs later. At the conclusion of the period the Agreement shall automatically renew for like periods thereafter on the applicable terms and provisions herein, unless either party receives written notice by certified mail (return receipt) at least ninety (90) days prior to the expiration date of then existing term that renewal shall not occur.

6. The equipment that Lessor will provide to Lessee hereunder consists of the detergent dispensing system and all component parts, labor to install, and replacement parts as required, all of which are called "equipment" herein.

THE TERMS AND PROVISIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

DATED: August 26, 2019
Hopkins County Jail
(Business Name)
by Robert Newsom
(Authorized Agent)
Robert Newsom
(Type Name)
Hopkins County Judge

DATED: 8-23-19, 2019
KIRBY RESTAURANT & CHEMICAL SUPPLY
Dan O'Brien
(Authorized Agent)
Dan O'Brien
(Type Name)

TERMS AND PROVISIONS

- (1) The Detergent Dispensing System that will be provided by Lessor consists of (a) the equipment, (b) supervision of the installation of equipment, (c) parts and service as necessary to maintain the equipment in .satisfactory working condition, (d) purchased detergents, sanitizers, and drying agents needed under normal operating conditions to wash and sanitize the dishes, laundry, etc. run through the Detergent Dispensing System, and (e) service calls as required at any time on the dispenser which relate to dispenser malfunction. However, if a trouble call is initiated by the Lessee and it is determined that the problem does not relate to the proper functioning of the dispenser, then the Lessee agrees to pay a service charge which will be determined by the Lessor at the time of his visit. The Lessor will not be responsible for problems created by lack of hot water, lack of soft water, abuse to the equipment, failure to perform minimum cleaning requirements on the equipment as outlined by the Lessor at the time of installation of the equipment. All services to be provided by Lessor under this Agreement may be provided by an authorized representative of the Lessor.
- (2) Delivery of the equipment required to initiate service under this Agreement will be made within sixty (60) days from the date hereof. Upon delivery, Lessee agrees to execute Lessor's standard form of delivery receipt. Lessee will, at its own expense, (a) provide the space, electrical outlet, water out line, and drain to accommodate the installation of the equipment and obtain all permits necessary for the installation and operation of the equipment, and (b) install the equipment within fifteen (15) days after it is delivered.
- (3) Title to the equipment shall remain with, and the equipment shall be the sole property of Lessor. Lessee shall have no title, right, or interest to or in the equipment, but only the right to use it under this Agreement. Lessee agrees that it will not permit removal or defacement of any identifying labels and serial numbers affixed to the equipment or the removal of the equipment, or any of its components, from the location at which it was installed. Lessee agrees to notify Lessor promptly if any identifying labels on the equipment become illegible or are defaced. Lessor and its authorized representatives shall at all times have a right of access to the equipment for purposes of providing the services required of Lessor and of protecting the rights of Lessor provided in this Agreement. Lessee agrees that Lessor may file a copy of this Agreement as a financing statement, or upon Lessor's request, that it will execute and deliver a standard form of financing statement, but acknowledges that Lessor's filing of the same will constitute only notice of this Agreement and shall not be construed as giving Lessee any rights to the equipment except as a Lessee as contained herein. The equipment shall remain personal property regardless of the manner of its installation or use, and upon Lessor's request, Lessee will provide Lessor with written waivers from any person who may claim an interest in the equipment by reason of its manner of installation or use.
- (4) Lessee agrees to pay Lessor, or its authorized representative, all sums due as provided in paragraph 8B within the terms as set by the Credit Department. As additional Lease-Service charges, Lessee agrees (a) to pay applicable taxing authorities or reimburse Lessor for the cost of any personal property taxes measured by the value of the equipment that may be assessed for the period of time during which the equipment is in the possession of the Lessee, and (b) to indemnify and hold harmless from all cost or damages, including reasonable attorneys' fees in contesting the same, incurred by reason of the disposition by scrapping or otherwise of any existing detergent dispenser systems, or other appliances, or tables removed to accommodate the installation of the equipment.
- (5) Lessee agrees to maintain adequate plumbing drainage for the equipment, and that it will not change, alter, or repair the equipment, or use any detergents, sanitizers, and drying agents in the operation of the equipment except that supplied by Lessor or approved by Lessor in writing for use in the equipment, without Lessor's written consent. Lessee shall be liable for any loss, damage, or injury caused to the equipment by the willful action of Lessee or its agents or employees.
- (6) Lessee's rights under this Agreement shall terminate at the option of Lessor and Lessor shall have the right to take immediate possession of the equipment (a) upon expiration of the initial or any renewal term, or (b) in the event of a default by Lessee in the performance of any of its promises contained herein, or (c) if Lessee is a voluntary or involuntary party to any proceeding under the Federal bankruptcy laws or any state insolvency laws, or (d) if Lessee makes an assignment for the benefit of its creditors. Lessee will pay for all costs of disconnecting equipment.
- (7) Kirby reserves the right to charge market prices for any no-charge products chronically wasted or abused by staff. These charges will only occur after notification of management/ownership and attempts to correct problem have failed.
- (8) If Lessee fails to pay any Lease payments or any other amount herein provided within ten (10) days after the same is due and payable without demand, or if Lessee fails to perform any other provision hereof, Lessor shall have the right but shall not be obligated to exercise any one of more of the following cumulative remedies:(a) Accelerate and declare immediately due and payable from Lessee all remaining installments of rents for the balance of the term of this Lease, and all other amounts due and owing under this Lease and any other incidental damages; (b) Disable the Equipment or take possession of the Equipment, wherever located, with or without court order or other process of law, Lessee hereby waiving all damages caused by such disablement or taking of possession and agreeing that such disablement or taking does not constitute termination of this Lease as to such Equipment unless Lessor expressly notifies Lessee thereof in writing.(c) Terminate this Lease;(d) Terminate or Accelerate any other Lease or Agreement between Lessor and Lessee;(e) Pursue any other legal remedy whether at law or in equity.
- (9) Lessee agrees to pay the following sums: (a) the agreed upon price of product (b) Customer agrees to pay within terms as set by Credit Department. Terms:_____ Invoices are due and payable at the office of Kirby Restaurant Supply in Longview, Gregg County, Texas. In the event the invoices are not paid on or before the due date you will be charged interest on the unpaid balance from time to time accruing at a rate of 18 percent per annum (MONTHLY RATE of 1.5%) commencing on the 30th day of the month from and after the due date until paid; not to exceed however the highest lawful rate permitted by applicable law.
- (10) Any payments made by credit card will be subject to a 3% processing fee.
- (11) The failure of either party to require performance by the other of any promise contained herein shall not constitute a waiver of that promise or any other promise contained herein.
- (12) Lessee and Lessor each mutually agree that neither shall be liable to the other or its insurer for accidental property damages to or caused by the equipment, except where negligence's by either party caused the damage, and each hereby waives all rights of subrogation that either may have against the other therefor. Lessor shall not be liable for consequential damages to Lessee (or to any other person) by reason of its failure to perform its promises herein contained, or for any loss or damage for delays or otherwise incurred as a result of material shortages, manufacturing delays, transport problems, and any causes beyond Lessor's reasonable control.
- (13) The Lease-Service Charge (cost of chemicals) may be increased by Lessor from time to time during the term hereof by the same percentage that the retail cost of living index applicable which is published by the Bureau of Labor.
- (14) It is agreed that this Lease shall be interpreted under and construed in accordance with the laws of the State of Texas. In the event there is any litigation arising out of this Lease Lessee agrees that exclusive jurisdiction of any such dispute will be in the State of Texas with venue of any such proceeding to be held in Gregg County, Texas.
- (15) Lessee represents that it has full right and authority to enter into this Agreement.
- (16) In the event of a change in management company or ownership, this lease is will be fully assigned and assumed by the new management or owners; subject to the terms and conditions set forth herein.
- (17) Lessor may assign or hypothecate its rights to the equipment and to this Agreement, subject to the terms hereof, but such assign- meant shall not relieve Lessor of any of its obligations hereunder.
- (18) Lessor's authorized representative who may sign this Agreement on Lessor's behalf is authorized only to complete the blanks on the facing page of this Agreement; he is not authorized to make any promises or representations not expressly covered herein or to modify this Agreement in any way.
- (19) This Agreement will be binding upon the parties hereto and their respective heirs, successors, and assigns.
- (20) Lessor reserves the right to disrupt service in the event of a delinquency.
- (21) In the event of increased transportation cost Kirby may deem it necessary to institute fuel surcharges when economic pressures arise.
- (22) INSURANCE: The Lessee agrees to carry, at its own expense, fire, theft, extended coverage, and other customary hazard insurance on the said equipment in a reputable and solvent insurance company acceptable to the Lessor in an amount equal to the value of the said leased equipment.

Lessee shall, on request of Lessor, deliver to Lessor the policies or evidence of insurance with a standard long form endorsement attached thereto, showing losses, if any, payable to Lessor, in form satisfactory to Lessor, together with receipts for the premiums there under.