



COMMERCIAL CUSTOMER AGREEMENT - CDW

Account Number:

Current Customer: *No*

ID#: *0000200110*

Lead Source: *Call In/Walk In*

Customer Class: *Commercial Business*

SERVICE ADDRESS

1 **Business Name:** *Central Intermediate --Philipsburg*

2 **Address:** *200 Shady Lane Suite 120*

3 **Address:**

4 **City:** *Philipsburg* **State:** *PA* **Zip Code:** *16866* **County:** *Centre*

BILLING ADDRESS (IF DIFFERENT THAN SERVICE)

Address:


City: **State:** **Zip Code:**

REMINDER SERVICE

* I would like to automatically receive text reminders to my cell phone number provided in this Agreement as necessary to confirm and inform me of delivery times and dates. I authorize Culligan Soft Water Service Company and its subsidiaries and affiliates (for purposes of this paragraph, collectively, "Culligan Water"), together with any of their respective service providers, to contact me at the phone number(s) and/or email address provided, including through an automatic telephone dialing system. Msg & data rates may apply. I understand that I may opt out at any time by replying STOP, and that consent to text messages is not required nor is it a condition of obtaining Culligan Water's goods or services. If my contact information changes, I will inform Culligan Water by contact information below. Visit Culligan Water's website at culliganwater.com/privacy-policy for privacy information.

Contact Name: <i>Kristen Graham</i>	Phone: <i>814-422-4247</i>	Type: <i>Work</i>	Call Reminder: <i>No</i>	Text Reminder:
Email Address: <i>kgraham@ciu10.org</i>				Email Reminder: <i>Yes</i>
Service Contact Name:	Phone:	Type:	Call Reminder:	Text Reminder:
Email Address:				Email Reminder:
AP Contact Name:	Phone:	Type:	Call Reminder:	Text Reminder:
AP Email:			Paperless Billing:	Email Reminder:

ADDITIONAL INFORMATION

Property Ownership: <i>Own</i>	Renter has permission to alter plumbing:	
Purchase Order #:	PO Expiration Date :	
Tax Exempt: <i>Yes</i>	Tax Exempt #: <i>Will Provide</i>	Hours of Operation: <i>8-4 M-F</i>

AGREEMENT



COMMERCIAL CUSTOMER AGREEMENT - CDW

<input checked="" type="checkbox"/>	<p>1. Rental Agreement. We agree to rent the Equipment for your use at the Equipment Location. <i>Term.</i> The term of your Rental Agreement will begin on the Agreement Date and will continue for: Month-to-Month</p> <p>You will be billed monthly. All payments (plus any applicable taxes) are due on the date stated on the billing statement you receive from us. (Refer to the Terms and Conditions.)</p>
	<p>2. Purchase Agreement. We agree to sell the Equipment for your use at the Equipment Location.</p>
<p>Termination Payment. <i>36-Month or 60-Month Rental Agreement Only.</i> If (i) we terminate your Rental Agreement or Purchase Agreement upon your default (as described in paragraph E of the attached Terms & Conditions), or (ii) you terminate early (as described in paragraph N of the attached Terms & Conditions), you agree to pay 50% of the total amount due for the remainder of the Initial Term or then-current Renewal Period, as applicable.</p>	

RENTAL AGREEMENT


Quantity	Code	Product	Description	Unit Rate	Extended Rate
1	PEAK2	Culligan Peak 2000 Water RO Bottleless and Ice Dispenser (Monthly)	BREAK ROOM	\$159.00	\$159.00
Total Rental Agreement					\$159.00

PURCHASE AGREEMENT (EQUIPMENT & PRODUCT)

Quantity	Code	Product	Description	Unit Rate	Extended Rate
Total Purchase Agreement (Equipment & Product)					\$0.00

PURCHASE AGREEMENT (INSTALLATION & REPAIR)

Quantity	Code	Product	Description	Unit Rate	Extended Rate
1	PCW337	Bottleless Water Cooler Installation	Bottleless Water Cooler Installation	\$199.00	\$199.00


 Plus: \$5.00 per foot over: 40 ft of tubing. Billed as incurred.

Total Purchase Agreement (Installation & Repair)					\$199.00
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TOTAL CHARGES

Total Rental Agreement	\$159.00
Total Purchase Agreement (Equipment & Product)	\$0.00
Total Purchase Agreement (Installation & Repair)	\$199.00

BALANCE DUE					\$358.00
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Any applicable sales tax and permit fees will be billed to Customer as incurred.

DELIVERY SERVICE



CUSTOMER IS RESPONSIBLE WITH PROVIDING UNIT WITH PROPER GRADE OF WATER.



Ok to leave product if closed?

Driving Instructions & Access Comments:

	Susquehanna Valley Water Conditioning Company DBA Culligan Water 565 Rolling Ridge Drive, Bellefonte, PA 16823 814-357-8410 info.bellefonte@culliganwater.com
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By signing this Agreement, you acknowledge that you have read and understand all of the Terms & Conditions attached to this Agreement applicable to your particular agreement with us, and you consent to us obtaining a consumer report on you and to us checking any of the information you have given us in this application. You, the Customer, may cancel this transaction at any time prior to midnight on the third business day after the date of this transaction.

Customer Signature

Jan Rice

Customer Print

Jon Rice

Title

Director of Business

Rep Signature

Dan Spencer

Rep Print

Dan Spencer

Date

3/30/2026



Consent to Electronic Transaction.

You agree that you have signed this Agreement with an electronic signature by signing in the space indicated on the electronic device on which this Agreement is presented. By attaching your electronic signature to this Agreement, you consent to documenting this transaction and signing this Agreement electronically. You agree that we may deliver this Agreement and all related disclosures, notices and other documents related to this Agreement (together the "Documents") to you in electronic form at the electronic mail ("email") address you have provided to us in this Agreement or by written notice as provided below.

Your consent applies to the Documents. You may obtain a paper or other non-electronic copy of the Documents at any time and you may incur a cost not to exceed \$2.00 per month by submitting your written request for a paper copy to us at Susquehanna Valley Water Conditioning Company DBA Culligan Water, 565 Rolling Ridge Drive, Bellefonte, PA 16823

Your request must specify in detail which Documents are being requested. Future notices, statements, invoices and other communications regarding your account with us (together the "Communications") will be delivered to you by U.S. Mail at the address you provide to us. You may also consent to the delivery of the Communications electronically at the email address you provide to us. You may withdraw your consent to receive future notices, statements, etc. electronically at any time by delivering written notice to us by U.S. Mail at the address shown above, by sending an email to us at info.bellefonte@culliganwater.com or by telephone to 814-357-8410.

You agree that your withdrawal of consent will only be effective after we have had a reasonable time in which to implement the change. If your email address or other contact information changes, you must immediately notify us of your new email address by info.bellefonte@culliganwater.com.

In order to receive, view and save any of the Documents, you will need an Internet connection, a computer or similar device capable of accessing the Internet, a valid e-mail account and Adobe Acrobat Reader software (you can download this free software at www.adobe.com). In order to keep copies for your records, you will need access to a printer or the ability to download and save the Documents to a computer or cloud storage service. You are solely responsible for the setup, installation, operation, and maintenance of the computer equipment you use and for providing your own access to the Internet through the Internet Service Provider ("ISP") of your choice. We are not responsible for any errors or failures from any malfunction of your computer, your ISP or any Internet, telecommunications or similar infrastructure. We are not responsible for any computer virus or related problems that may be associated with the use of your computer or access to and retention of any Documents.

When we send the Documents to you via email, you will be asked to send a reply email to us. Your Agreement will not be effective, and we will not deliver any services or products to you, until after you return the reply email to us. By sending the reply email to us, you (a) confirm your consent to document this transaction electronically, (b) confirm receipt of the Documents, (c) agree and consent to the use of electronic delivery of Communications from us, and (d) verify that you are able to access, read and save the Documents using your computer and software.



TERMS & CONDITIONS
General Terms and Conditions

- A. **Definitions.** "Agreement" means this Rental Agreement or Purchase Agreement, as applicable, together with the Quote delivered by the Company (if any), BLC Installation Checklist, and these Terms & Conditions. As used in this Agreement, the words "you," "your" and "Customer" refer to the business listed in box 1 on the front side of this Agreement and, if applicable, Customer's employees, agents, and representatives. The words "we," "us," "our," and "Company" refer to the entity whose name appears on the front side of this Agreement and its employees, agents, and representatives. The term "Equipment" refers to the equipment described on the front side of this Agreement. "Equipment Location" means the Service Address shown on the front side of this Agreement.
- B. **Agreement.** This Agreement is between you and us and is effective on the date this Agreement is accepted by the Company by delivery, installation, or initial servicing of the Equipment (the "Agreement Date").
- C. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR AS PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT. ALL EQUIPMENT IS SOLD ON AN "AS IS," "WITH FAULTS" BASIS. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE, INCLUDING ANY DAMAGE OR EXPENSES RELATED TO ANY EQUIPMENT, SERVICES OR MATERIAL OBTAINED FROM US. Without limiting the above, we are not responsible or liable for any damages, expenses or losses caused by: (i) any repair, alteration or movement of the Equipment; (ii) Equipment, bottles of water or systems placed on wooden floors or installed under sinks; (iii) mold, fungus, rust, corrosion or other bacteria or organisms; or (iv) heat taping and insulating; including, in each case and without limitation, medical expenses, living expenses or other future or current expenses directly or indirectly related to such an occurrence. Notwithstanding the foregoing, we are liable for direct losses or damages arising under this Agreement; provided, however, that such direct losses or damages shall be limited in all respects to those covered by our insurance.**
- D. **Billing; Payment.** You agree to make the deposit (if any) as specified on the front side of this Agreement. You agree to make payments due under this Agreement in the amount and on the date shown on the billing statement(s) we send to you. By providing an email address to us, you consent to our sending your billing statement(s) to you by email. If you provide us with a mobile phone number, you agree to allow us to communicate with you via text messaging. UNCO Data Systems, Inc., a subsidiary of Culligan Soft Water Service Company ("UNCO"), may use third parties for the processing of credit card payments, and the terms of such third-party agreements shall apply.
- i. **Customer Portal.** To the extent you access or use the customer portal made available by UNCO for purposes of viewing upcoming deliveries, notification or service maintenance reminders, bill payment, and other services, you acknowledge and accept the Terms of Service (located at: <https://www.mywaterwizzard.com/Unco-TermsOfService.html>) and Privacy Policy (located at: <https://www.mywaterwizzard.com/Unco-PrivacyPolicy.html>) upon login and access to such portal.
- E. **Default and Remedies.** You will be in default under this Agreement if: (i) you fail to make any payment under this Agreement within 10 days of its due date; (ii) you fail to observe or perform any promise you made in this Agreement; (iii) any statement, representation or warranty you make in this Agreement is reasonably determined to be false; (iv) you become insolvent, or any proceeding is instituted by or against you alleging that you are insolvent or bankrupt; or (v) in the case of a Rental Agreement, you move the Equipment from the Equipment Location without our prior written consent. If you are in default under this Agreement, we may immediately terminate this Agreement without notice to you and exercise any or all remedies available to us under this Agreement and applicable law.
- i. Upon your default and our termination of this Agreement, the entire amount set forth on the front side of this Agreement under "Termination" (such amount, the "Termination Payment") will be immediately due and payable, and the deposit, if any, will be applied to the Termination Payment. Where allowed by law, you agree to pay our costs of collection, including reasonable attorneys' fees and expenses of repossession.
- ii. Upon termination due to your default, we may, as permitted by applicable law, enter the Equipment Location during normal business hours, take possession of and remove the Equipment. We will not be liable to you by doing so. Our taking possession of the Equipment will not release you from liability to us for any payments you failed to make under this Agreement or for your failure to perform your obligations under this Agreement. Our taking possession of the Equipment will not be deemed a waiver of our rights to payment due under this Agreement. While you are in default under this Agreement, we may accept any payment(s) without waiving our rights under this Agreement to exercise our remedies.
- F. **Disputes.** Any dispute, controversy, or claim, whether preexisting, present, or future, arising out of, relating to or in connection with this Agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration. The tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this Agreement to arbitrate. You and the Company agree to arbitrate solely on an individual basis; this Agreement does not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. **YOU ACKNOWLEDGE AND AGREE THAT YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS USER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.**
- G. **Assignment.** We may assign this Agreement without your consent. If we assign this Agreement, you will continue to be subject to the terms and conditions of this Agreement. You may not assign this Agreement without our prior written consent and may not sell, lease or part with possession of the Equipment.
- H. **Late Charge.** If any amounts due under this Agreement are not paid in full within 10 days after the due date for the payment, you agree to pay a late charge equal to the greater of \$1 or five percent (or the maximum percentage permitted by law, if less) of the unpaid amount of the payment.
- I. **Entire Agreement.** This Agreement represents the entire contract between you and us. You acknowledge that in entering into this Agreement, you have not relied upon any statements or promises (whether oral or written) made to you by us or our representatives, agents or employees, except those expressly contained in this Agreement. You acknowledge being informed of the right to cancel. This Agreement can only be changed by a writing signed by both you and us.
- J. **Pricing; Taxes and Fees.** Pricing and fees may be subject to change from time to time in our sole discretion and without prior notice to you. Any sales tax and permit fees that are or become payable in connection with this Agreement are your sole responsibility and may be separately invoiced by the Company.
- K. **Notice.** Notices under this Agreement may be delivered by personal delivery, mail, or email to a party's address as listed on the front side of this Agreement.



Additional Terms and Conditions applicable to Rental Agreements ONLY

- L. **Entry.** You agree that we may enter the Equipment Location during normal business hours to make repairs or deliveries.
- M. **Maintenance.** Unless otherwise written on the front side of this Agreement, and provided that you are not in default under this Agreement, we will maintain and keep the Equipment in proper operating condition without additional charge to you, unless repair or replacement is due to the negligence of, or misuse by, you or others while the Equipment is in your possession. Negligence or misuse includes (i) moving or altering the Equipment, (ii) failing to use Culligan Water® products or Company-approved products, (iii) failing to notify us within a reasonable period of time after an Equipment failure, and (iv) failure to keep the Equipment reasonably clean. Service calls on Equipment damaged due to negligence or misuse are your responsibility and will be charged at our prevailing prices. You bear the risk of loss or damage to the Equipment by fire or other casualty. You also agree that you will (w) not misuse or alter the Equipment, (x) not deface or tamper with our name tag on the Equipment, (y) not move the Equipment from the Equipment Location without our prior written consent, and (z) surrender the Equipment to us upon the termination of this Agreement in as good condition as when installed, except for reasonable wear and tear.
- N. **Term; Termination; Effect of Termination.**
- i. *Term; Termination.* The term of this Agreement begins on the Agreement Date and ends on the date set forth on the front side of this Agreement (the "Initial Term"); provided, however, that in the case of an Agreement with an Initial Term of either 36 months or 60 months, upon expiration of the Initial Term, this Agreement will automatically and without further action or notice by either you or us, renew for successive two-year periods, as set forth on the front side of this Agreement (each, a "Renewal Period," and all such Renewal Periods, together with the Initial Term, the "Term"), with pricing for the Equipment and services during each Renewal Period to be at the Company's then-prevailing rate(s). Notwithstanding the foregoing, in addition to our right to terminate under paragraph E above, either we or you can terminate this Agreement by providing notice to the other of its intent to terminate pursuant to this paragraph N (i). The notice must be in writing and received by the other at least 10 days prior to the end of the month in which the termination is to be effective. If the termination notice is timely, the termination will be effective on the 1st of the next month. This is the only way you can terminate this Agreement.
 - ii. *Effect of Termination.* Upon the termination of this Agreement pursuant to paragraph N (i) above, we will be entitled to any amounts due under this Agreement, **INCLUDING, IF THIS AGREEMENT IS TERMINATED BY YOU PRIOR TO THE EXPIRATION OF THE TERM, THE TERMINATION PAYMENT.** Upon termination of this Agreement pursuant to paragraph N (i) above, we will be entitled to immediate possession of the Equipment, and we will give you reasonable notice of the time at which we will attempt to retrieve the Equipment. In the event you fail to make the Equipment available to us within 72 hours of the time at which we attempt to retrieve the Equipment, you will be in default, giving rise to all remedies for a default, and you will be liable for the fair market value of the Equipment at that time.

Additional Terms and Conditions applicable to Purchase Agreements ONLY

- O. **Purchase Money Security Agreement.** You are purchasing the Equipment from us, and you grant us a purchase money security interest in the Equipment and the proceeds of the Equipment to secure all of your obligations under this Agreement, including any amount due on returned checks. We have all remedies provided to a secured creditor under applicable law.