



This Clean N' Pay Equipment Agreement is entered into as of \_\_\_\_\_, 2021 between \_\_\_\_\_ (the "Distributor") and \_\_\_\_\_ (the "Customer"), based on the following:

A. The Distributor sells automatic floor cleaning scrubbers (the "Scrubbers") manufactured by Pacific Floorcare ("Pacific").

B. The Customer wishes to enroll in Pacific's "Clean N' Pay" program, and utilize Scrubbers complimented by Smart Scrub Telemetry, and Smart Parts provided by the Distributor for cleaning its facility, and the Distributor and the Customer wish to confirm the terms of the Customer's use of the Scrubbers through this Agreement.

Based on these recitals, the parties agree as follows:

1. Provision of Scrubbers. The Distributor shall, by \_\_\_\_\_, 2021, deliver scrubber model(s) \_\_\_\_\_ to the Customer in for use by the Customer's personnel at its facility.

2. Term of Agreement. This Agreement shall begin on \_\_\_\_\_, 2021 and terminate on \_\_\_\_\_, 2024 (the "Term").

3. Payments. The Customer shall pay the following sums for the Distributor's provision of the Scrubbers and repair and maintenance of the Scrubbers during the term of this Agreement.

- (a) Up to \_\_\_\_\_ hours per \_\_\_\_\_ \$\_\_\_\_\_ per hour
(b) Over \_\_\_\_\_ hours per \_\_\_\_\_ \$\_\_\_\_\_ per hour
(c) Minimum charge regardless of use \$\_\_\_\_\_ per \_\_\_\_\_

Payments will be due on the \_\_\_\_\_ day of each month. A late fee of \$\_\_\_\_\_ shall be automatically added to any late payment.

4. Ownership. The Customer shall have no ownership interest in the Scrubbers. The Distributor may file a UCC-1 financing statement to show its interest in the Scrubbers.

5. Maintenance and Repair. The Distributor shall be responsible for all required maintenance and repairs for the Scrubbers as required under the "Clean N' Pay" program. The Customer shall provide access to the Scrubbers as needed and will promptly notify the Distributor of any needed repairs.

6. Insurance. The Distributor will maintain property and liability insurance as to the Scrubbers with coverage as reasonably determined by the Distributor.

7. Use.

- (a) The Customer shall use the Scrubbers only in accordance with the recommendations and requirements of the Distributor and Pacific.

(b) The Distributor will provide to the Customer any training videos, training modules or online support provided by Pacific.

(c) The Customer shall be responsible for and will indemnify and hold the Distributor and Pacific harmless from, all claims, costs and liabilities (including attorneys' fees) caused by the Customer's use of the Scrubbers, not in accordance with such requirements and recommendations, and any negligent use by the Customer of the Scrubbers.

8. Default. If the Customer defaults as to payment as required under this Agreement, or otherwise breaches this Agreement, the Distributor may remove the Scrubbers from the Customer's facility and accelerate the remaining minimum payments due for the remainder of the Term and recover from the Customer its costs and attorneys' fees, in addition to any other remedies.

9. Assignment. The Customer may not assign any of its rights or obligations under this Agreement without the prior written consent of the Distributor.

10. Choice of Law. This Agreement shall be governed by the law of the state of the primary business location of the Distributor, and all disputes shall be resolved, exclusively by courts located in that state.

11. Notices. All notices shall be sent in writing at the respective address of the parties.

12. Counterparts. This Agreement may be signed in counterparts, all of which shall constitute a single agreement.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties as to its subject matter, and it may not be modified or amended except by an instrument in writing signed by the party against which enforcement is sought.

The parties have executed this Agreement as of the above date.

Distributor: \_\_\_\_\_

Customer: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_