

## CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN) #: 1414MCSA

ENTITLED: CHEMICAL TREATMENT OF THE CHILLED WATER LOOPS

Between

UNIVERSITY OF CENTRAL FLORIDA AND U.S. WATER SERVICES, INC.

This Agreement is entered into and effective as of the date of the last signature hereto, by and between the University of Central Florida, on behalf of its Board of Trustees ("University" or "UCF"), and U.S. Water Services, Inc. ("Payee"). The parties agree as follows:

1. **ACKNOWLEDGMENT.** Payee acknowledges that:
  - A. The University is a public entity of the State of Florida;
  - B. The University is exempt from federal and Florida taxes;
  - C. UCF's liability is regulated by Florida law. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
2. **DESCRIPTION OF SERVICES.** The Payee is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment "A" to this Agreement, which is incorporated herein for all purposes. Units of deliverables, if any, for such services/goods are stated in Attachment "A". Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment "A".
3. **TOTAL AMOUNT OF AGREEMENT.** The total amount of this Agreement shall be in accordance with UCF ITN No. 1414MCSA.
4. **SOURCE OF PAYMENT.** If applicable, payments to Payee under this Agreement shall be paid out of the University's account N/A.
5. **PERFORMANCE CRITERIA.** Criteria, if any, and the final date(s) by which such criteria must be met to complete this Agreement are described in detail in Attachment "B," which is incorporated herein for all purposes. Such criteria, if any, shall be met in accordance with the schedule set forth in Attachment "B".

6. **PERIOD OF PERFORMANCE.** The Payee shall commence performance of the terms of this Agreement on approximately July 1, 2015, and shall end his/her performance of this Agreement on June 30, 2018. The University may renew/extend this Agreement, as mutually agreed to by both parties for an additional 7-1yr renewal periods.

7. **PAYMENT.**

- A. The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.
- B. Advance payment for goods and services shall not be made except in accordance with applicable Florida law.
- C. The University shall not be bound to any prepayment penalty clauses.
- D. Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for Payee.

Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit & post-audit.

8. **VENDOR OMBUDSMAN STATEMENT.** The University has established a Vendor Ombudsman who acts as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at (407) 882-1000.

9. **ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.

10. **ASSIGNMENTS.** Under no circumstances shall the Payee assign to a third party any right or obligation of Payee pursuant to this Agreement without prior written consent of the University. If Payee is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, Payee represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.

11. **BILLING.** The University shall only submit payment to the Payee, if Payee has provided the University with approved invoices. Mere statements in lieu of approved invoices will

not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. Payee shall deliver the invoices to UCF's Finance and Accounting Department, unless Payee has been otherwise instructed by the University. The Payee must display the applicable purchase order number on the face of each of Payee's invoices to the University. The University will not be responsible for any goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If Payee's invoice lists any freight or cartage charges, such invoice must attach all of Payee's receipted transportation bills.

12. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Payee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Payee in conjunction with this Agreement. UCF also may terminate this Agreement without cause on thirty (30) days' advanced written notice to the Payee. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.
13. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
14. **EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations. The Parties agree that the Payee will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of the Payee and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If the Payee wishes to disclose export controlled technology or technical data to the University, the Payee will, prior to disclosing any information, technical data or

source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event the Payee sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate this Agreement. The Payee understands and agrees that to the extent the Payee's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

15. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that Payee is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Payee certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Payee shall be grounds for cancellation of this Agreement.
16. **DELIVERY.** Delivery is to be made to "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than the University's Central Receiving Department, Payee shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation of this Agreement by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x48" pallet. Payee shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of this purchase order.
17. **EMPLOYMENT OF ALIENS.** Payee's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Payee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.
18. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common

carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.

19. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
20. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
21. **INDEMNIFICATION.** Payee shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Payee, its employees, its agents or of others under Payee's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, Payee also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
22. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
23. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
24. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Payee contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.
25. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
26. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly

authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.

27. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

For UCF: Purchasing Department

For Payee:

12479 Research Parkway  
Building 600  
Orlando, FL 32826

28. **PARKING.** The Payee shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Payee. Payee's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Payee or Payee's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.

29. **WORK FOR HIRE.** Any work specifically created for the University under this Agreement by the Payee or anyone working on behalf of the Payee (the term Payee shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Payee who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Payee agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Payee bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Payee's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Payee's services hereunder, the Payee must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. The Payee hereby represents and warrants that, (a) all applicable laws, rules and regulations

have been complied with, (b) the Payee is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Payee agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Payee, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Payee's agreements or representations and warranties herein.

30. **PUBLIC RECORDS.** The Agreement may be canceled unilaterally by the University for refusal by the Payee to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Payee in conjunction with the Agreement.

31. **PUBLIC RECORDS, CONTRACT FOR SERVICES**

To the extent that Payee meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Payee must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If Payee does not comply with a public records request, University shall enforce the contract provisions in accordance with the contract.

32. **RECORDS.** The Payee agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement. Such records (including books,

ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Payee.

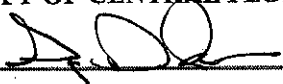
33. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
34. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Payee must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and, (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
35. **EQUAL OPPORTUNITY.** This Contractor/Payee and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
36. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
37. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.
38. **PAYEE INSURANCE.** For all purchases under this Agreement of \$10,000 or below, Payee will have and maintain types and amounts of insurance that at a minimum cover the Payee's (or subcontractor's) exposure in performing this Agreement. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Payee will have and maintain general liability insurance of one (1) million dollars and Payee shall send a copy of Payee's insurance certificate (prior to commencement of Payee's performance or delivery hereunder) to the following address by email, fax or mail:  
e-mail: [ehs@ucf.edu](mailto:ehs@ucf.edu)  
Fax: 407-823-0146  
Mail: University of Central Florida  
PO Box 163500



UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform the Payee in writing in those particular circumstances. Unless UCF notifies a Payee in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to the Payee.

39. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Payee shall return this Agreement to the University's Purchasing Department at once with a written explanation if it is not acceptable in its entirety.
40. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Payee, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Payee to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.
41. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University's ITB/ITN, if any, including all the University's ITB/ITN specifications, and the Payee's ITB/ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:
  - A. This Agreement;
  - B. The University's ITB/ITN and ITB/ITN specifications, if any;
  - C. Payee's ITB/ITN response; and
  - D. any other attached documents signed by the University's official signatory at the time the Agreement is executed.

UNIVERSITY OF CENTRAL FLORIDA


Signature: 

Printed: Gregory Robinson

Title: Director of Purchasing

Date: 6/12/15

U.S. WATER SERVICES, INC.

Signature: 

Printed: Michael L. Evans

Title: CFO

Date: 6/12/15

Address: 12290 43<sup>rd</sup> St. NE  
St. Michael, MN 55376

Telephone: 816.663.7633

Facsimile: 763.553.0613

FEID#/SS#: 41-1255017

## **ATTACHMENT "A" PRICE SCHEDULE**

If applicable, divide the Agreement into units of deliverables including, but not limited to, reports, findings and drafts that must be received by a stated date and accepted in writing by the University before payment.

In accordance with the University of Central Florida's ITN No. 1414MCSA and U.S. Water Services response.

## **ATTACHMENT "B" PERFORMANCE CRITERIA**

If applicable, describe in sufficient detail performance criteria that must be achieved by a stated date and accepted in writing by the University before payment.

In accordance with the University of Central Florida's ITN No. 1414MCSA and U.S. Water Services response.

**US Water Provided Equipment Form  
Request Form**

Customer Name: University of Central Florida	Customer Number: C46540
Address:	Customer: New <input checked="" type="checkbox"/> Existing <input type="checkbox"/>
1242 Research Parkway Suite 300	Customer Contact: Brian Sargent / Saul Santiago
Orlando, FL 32826-3249	Customer Phone Number: (407) 823-2661
	P.O. # :
	Contract Account: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Ship to:	Delivery Location at Customer Site: CHW Plants
Main Utility Plant	Requested Delivery Date: TBD
4017 Libra Drive	Hydraulic Liftgate Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Orlando, FL 32816	Delivery Hours: 8 am - 3 pm

**Control Equipment Order Form**

Is there any installation required?  
Responsible Party for Electrical Installation?  
Responsible Party for Mechanical Installation?  
Responsible Party for de-installation?

Yes  No  
 Customer  US Water  
 Customer  US Water  
 Customer  US Water

UNIVERSITY OF CENTRAL FLORIDA WATER TREATMENT TITR PROCESS		
Equipment Description	Part #	QT
USTP-TTW2NNN-COP Includes: Triton Controller, TA probe, Corrosion Coupon rack PVC + (3) 4 channel input cards	USTP-TTW2NN-COP4	2
Same as above but no Digi	USTP-TTN2NN-COP4	1
Flow assembly panel from probes to goto triton controller above, TA probe, 2 stage coupon rack	USTP-N2TN2NN-COP	3
Triton Controller - Single Tower - Flow/ph/TDS/ORP/Inhib/Dual Water Meter/Dual Bicolde Timers	USTP-TTN2NN-COP	1
Inhibitor EZ Feed Double Walled Tank Assembly - 110 Gallons	62-0316	8
Bromide EZ Feed Double Walled Tank Assembly- 60 gallon	62-0315	2
Bleach Double Walled Tank - 175gallons - Provided by supp	Provided by Bleach Supplier	2
NOX Biocide EZ Feed Double Walled Tank Assembly - 60 Gallons	62-0315	2
Caustic EZ Feed Double Walled Tank Assembly- 60 gallon	62-0315	1
Sonic Level Control Sensor	#24-0058	6
Advantage Corrotor (corrosion monitor with 4-20 output, with PVC quick release probe body and 3/4" tee)	21-0939	2
Pair of mild steel tips	CE-MS	1
Pair of copper tips	CE-CO	1
Prominent Concept Pump - 24 GPD	31-0405	28

**Agreement Regarding Use of U.S. Water Services-Owned Equipment ("Agreement")**

Equipment specified above ("Equipment") is being provided as part of an overall U.S. Water Services, Inc. ("USWS") water treatment program to aid you (the "Customer") in the control of water chemistry. Customer and USWS agree that the results of any water treatment program depend on the diligent application of the water treatment program and the proper maintenance and operation of the equipment by Customer. Customer will operate and maintain all Equipment and related systems within the agreed control parameters or, if none, within industry customary operating conditions. In exchange for Customer's ongoing payment to USWS for services, chemicals, products, goods, technology and/or equipment ("Products") under separate agreement, USWS will loan to Customer, and Customer will borrow from USWS, the Equipment so long as: (a) Customer will only use Equipment for receiving Products from USWS and with no other

chemicals or for any other purpose; (b) Customer will not provide Equipment to a third party or permit a third party to use Equipment; and (c) Customer will not relocate, or part with possession or control of, Equipment.

EQUIPMENT IS PROVIDED 'AS-IS.' USWS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.

Term & Termination. Agreement will be effective upon signature by Customer and acceptance by USWS. Each party may terminate this Agreement without liability upon written notice. Within 30 days of termination or expiration of this Agreement for any reason, Customer, at its expense, will (a) properly clean and rinse Equipment to remove all residual chemical and call USWS Customer Service for a Return Authorization Number; and then (b) return Equipment to USWS' specified address in good repair, condition and working order. Alternatively, at time of termination or expiration, USWS may permit Customer to purchase Equipment at then-current fair market value specified by USWS. SALE OF EQUIPMENT IS 'AS-IS.'

Default/Remedies. Customer will be in default if: (a) there is any loss, theft, damage, destruction, sale, assignment, transfer, lease, sublease, loan, pledge, mortgage, disposal, confiscation, seizure, claim, lien, levy, encumbrance or attachment ("Loss") of, against or on Equipment; (b) Customer fails to comply with this Agreement or other agreement between Customer and USWS; or (c) Customer is insolvent or bankruptcy or similar proceedings are commenced by or against Customer (including without limitation appointment of any trustee, receiver, custodian or the like; an assignment for the benefit of creditors;

or any action looking to its dissolution or liquidation). Upon default, USWS may exercise concurrently or separately any of the following at any time: (1) USWS may require Customer, at its expense, to immediately return Equipment to USWS' specified address; (2) USWS may immediately terminate this Agreement and/or other agreement between Customer and USWS; (3) USWS may, without notice, liability or further legal process, enter by itself and its agents into any premises where Equipment is believed to be and remove and repossess Equipment, disconnecting and separating from any other property; and/or (4) USWS may exercise any other right or remedy available under law or in equity.

Ownership. All right, title and interest to Equipment (and associated design) is, and will remain, the sole property of USWS. Equipment is and will remain personal property, and not part of any real estate. Customer will not have any rights or property interest (or grant security interests) in the Equipment or allow Equipment to become a fixture, or otherwise part of, or attached to, any real estate. Customer will not reverse engineer, analyze, decrypt, decode, test or disassemble Equipment or file any patent or other intellectual property application on Equipment.

Loss, Insurance & Responsibility. Customer will be liable for all risk of Loss, maintenance, repair and replacement of Equipment. In the event of Loss of Equipment, Customer will, at USWS' option, (a) pay USWS to repair or replace Equipment; or (b) pay USWS (as liquidated damages and not as a penalty) the full replacement value of Equipment. From receipt of Equipment through return/purchase of Equipment, Customer, at its expense, will maintain property insurance for the Equipment in an amount equal to full replacement value of Equipment. Upon request, Customer will provide USWS a certificate evidencing such coverage, listing USWS as loss payee against all risks. Customer will indemnify, defend and hold USWS harmless from and against any and all claims, liabilities, damages, losses, fines, injuries, judgments and expenses (including reasonable attorney's fees) relating to (1) the Equipment or use, operation, maintenance or Loss of Equipment; or (2) Customer's default of this Agreement.

Limitation of Liability. In no event will USWS be liable for: lost profits or revenues; cost of capital or replacement or increased operating costs; lost or decreased production; third party claims; or for any indirect, incidental, special, punitive or consequential damages of any type or kind, regardless of legal theory. USWS' TOTAL LIABILITY UNDER THIS AGREEMENT OR FOR USE OF EQUIPMENT WILL NOT EXCEED \$1,000.

Laws. This Agreement will be governed by the laws of the State of ~~Minnesota~~ excluding conflict of laws principles. UN

Florida





Supporting You Every Step of the Way.

# U.S. Water Services-Owned Equipment Form

Convention on the International Sale of Goods will not apply. ~~Prevailing party will be entitled to recover reasonable attorneys' fees and costs.~~

**General.** Parties are independent contractors. Customer will not assign this Agreement. USWS will not be responsible or liable

for any act, condition or circumstance beyond its reasonable control. All obligations, rights and remedies are cumulative. This Agreement may only be modified in writing signed by both parties. This Agreement contains the entire understanding of the parties and replaces all prior oral and written understandings.

By signing below, Customer agrees to use, and USWS agrees to loan, the Equipment subject to the terms of the Agreement.

UNIVERSITY OF CENTRAL FLORIDA	
AGREED:	
Name:	GREGORY D. ROBINSON
Signature:	
Title:	DIRECTOR OF PURCHASING
Date:	6/16/15

Agreed by U.S. Water Services, Inc.:	
Name:	MICHAEL L. EVANS
Signature:	
Title:	CFO
Date:	6/16/15

Approved as to Form and Legality