TULSA COUNTY

PURCHASING DEPARTMENT

MEMO

DATE: April 2, 2019

FROM: Matney M. Ellis
Purchasing Director

TO: Board of County Commissioners

SUBJECT: Rental Agreement- JD Young (8th Floor Water)

Submitted for your approval and execution is the attached Rental Agreement between the Board of County Commissioners on behalf of the Tulsa County District Attorney's Office and JD Young for services with respect to equipment and service maintenance for the Bottleless water purification system, Model #0802107256, PW1R White, located on the District Attorney's 8th floor.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the April 8, 2019 agenda.

RENTAL AGREEMENT

Customer Information	Billing Information (if different)
BOCC on behalf of Tulsa County Dept. of District Attorney	**Tulsa County Building Operations**
Name Steve Kunzweiler (918) 596-4805	Name Patty Farrar (918) 596-5502
Contact Phone Number 500 S. Denver Ave. (8th Floor)	Contact Phone Number 500 S. Denver Ave.
Address Tulsa, OK 74103	Address Tulsa, OK 74103
City, State, Zip	City, State, Zip

Distributor: JD Young/Think Healthy Systems	
City, State, Zip: 116 W. Third Street, Tulsa, OK 74103	
Contact: Bob Stuart Jr.	**Phone Number: (918) 582-9955**

Rental Term	Monthly Payment	Sales Tax (%_____)	Total Payment
12 Months	**$ 46.95**	**+ $ - .**	**= $ 46.95**
Billing Frequency		**Pmt. Method:** ☐ Check ☐ Credit Card ☐ Auto Debit	

Equipment Schedule (Model & Serial#)
(1) PW1R White - 0802107256

Special Provisions:	Due with Order
Includes Service & Filters	**Adv. Pmts. (#_____) +$_____ . _____**
	Installation Fee +$_____ . _____
	Total Due with Order =$_____ . _____

Agreed and Accepted By:

Customer: _____ _____
(Authorized Signature) (Name Print)

_____ _____
(Title) (Date)

Distributor: Patricia L Stuart [signature] 3/27/19
(Authorized Signature) (Title) (Date)

Customer acknowledges having read and understood all of the terms and provisions of this Rental Agreement, including the reverse side hereof, and agrees to be bound by all of the terms and provisions contained herein upon the execution of this Rental Agreement. The Customer agrees this Rental Agreement is for the rental term indicated above.

RENTAL AGREEMENT TERMS AND CONDITIONS

1. Ownership of Equipment: JD YOUNG or its assignee is the sole owner and titleholder of the Equipment during the rental period. Customer agrees to keep the Equipment free and clear of all liens.
2. Complete Agreement: Customer agrees that no promises or Agreements have been made by JD YOUNG or anyone else which are not part of this Agreement and that any revisions to this Agreement must be signed by an authorized representative of JD YOUNG and the Customer.
3. Authorized Signer: The person(s) signing this Agreement on behalf of the Customer or signing any Guaranty represents they have the authority to do so and that no information supplied by Customer is false.
4. Replacement Filters: This Agreement includes a filter replacement set per unit per contract term renewal.
5. Liability and Insurance: Customer is responsible for any losses or injuries caused by the Equipment and due to the acts of Customer. Customer further agrees to keep the Equipment fully insured against such losses during the term of the Agreement or any extension thereof.
6. Location of Equipment: Customer will keep the Equipment at the location specified in the Agreement. The Distributor or an authorized agent, for reasonable and customary charges, agreed to in advance in writing and signed by the Customer, must perform any relocation of the Equipment.
7. JD YOUNG Interests: Customer may not sell, transfer, encumber or assign the Equipment or this Agreement without express prior written consent of JD YOUNG or its assignee.
8. Installation, Maintenance and Care: Distributor, or its authorized agent, agrees to install the Equipment in accordance with manufacturer's specifications. Customer agrees to use and maintain the Equipment in accordance with the manufacturer's specifications. Customer will also make the Equipment available and accessible to the Distributor or its authorized agent for maintenance.
9. UCC Filings: Customer grants JD YOUNG (and its successors and assigns) authorization to sign and file any Uniform Commercial Code financing statements deemed necessary or desirable by JD YOUNG (or its successors and assigns) to protect its interests in the Equipment.
10. Default: If Customer does not pay any amount when due, or breaches any other term of the Agreement, JD YOUNG or its assignee, may deem Customer in default of the Agreement, and JD YOUNG or its assignee retains the right to exercise any and all legal remedies available by applicable laws, including, but not limited to, repossession of the Equipment.
11. Business Agreement: Customer agrees that this Agreement is for business purposes and will be governed by the laws of the state in which the Equipment is located. Customer further agrees that should any legal action, suit, or proceeding be initiated by any party to this Agreement with regard to or arising out of this Rental Agreement, or the Equipment covered hereby, such action shall be brought only in the courts of the state in which the Equipment is located, and all parties consent to the jurisdiction of such courts as to all such actions.
12. Termination of Agreement: This agreement may not be terminated prior to the end of the original term.
13. Other Rights: Customer agrees that JD YOUNG or its assignee's, failure to exercise any of their rights does not prevent them from exercising them at a later date.

Nolan M. Fildt 4-2-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

RENTAL AGREEMENT
Delivery and Acceptance Certificate

Customer Name: BOCC on behalf of Tulsa County - District Attorney (8th Floor)

DELIVERY AND ACCEPTANCE CERTIFICATE

Customer and Distributor certify that all Equipment described in the Purchase Agreement has been delivered and properly installed according to the Rental Agreement. Customer Acknowledges that the Equipment is in good condition and is performing satisfactorily. Customer hereby accepts the equipment unconditionally and irrevocably in accordance with the Rental Agreement.

The Distributor acknowledges its obligation to provide maintenance services in accordance with any maintenance agreement separately entered into between Distributor and Customer.

Customer: Do not sign this Certificate until you have actually received, installed, inspected and accepted all units of the Equipment described in the Rental Agreement.

X_____	_____	_____	_____
Customer (Authorized Signature)	Name (Print)	Title	Date
X [signature]	[signature]	[signature]	3/27/19
Distributor (Authorized Signature)	Name (Print)	Title	Date

Manufacturer and Dealers Statement of Assurance

PHSI and Think Healthy Systems, a division of JD Young, are committed to providing you with quality equipment, quality service and quality drinking water. If for any reason you are not satisfied with the performance of your equipment provided by Think Healthy Systems please contact JD Young directly for prompt assistance as provided below:

JD Young 116 W. Third St. Tulsa, OK 74133 Ph: 918.582.9955 Fax: 918.582.2085

TULSA COUNTY

PURCHASING DEPARTMENT

MEMO

DATE: April 2, 2019

FROM: Matney M. Ellis
Purchasing Director

TO: Board of County Commissioners

SUBJECT: Rental Agreement-JD Young (9th Floor Water)

Submitted for your approval and execution is the attached Rental Agreement between the Board of County Commissioners on behalf of the Tulsa County District Attorney's Office and JD Young for services with respect to equipment and service maintenance for the Bottleless water purification system, Model #0835109540, PW1R, White, located on the District Attorney's 9th floor.

Respectfully submitted for your approval and execution.

MME / skb

ORIGINAL: Michael Willis, County Clerk, for the April 8, 2019 agenda.

RENTAL AGREEMENT

Customer Information	Billing Information (if different)
BOCC on behalf of Tulsa County Dept. of District Attorney	**Tulsa County Building Operations**
Name Steve Kunzweiler (918) 596-4805	Name Patty Farrar (918) 596-5502
Contact Phone Number 500 S. Denver Ave. (9th Floor)	Contact Phone Number 500 S. Denver Ave.
Address Tulsa, OK 74103	Address Tulsa, OK 74103
City, State, Zip	City, State, Zip

Distributor: JD Young/Think Healthy Systems	
City, State, Zip: 116 W. Third Street, Tulsa, OK 74103	
Contact: Bob Stuart Jr.	**Phone Number: (918) 582-9955**

Rental Term	Monthly Payment	Sales Tax (%_____)	Total Payment
12 Months	**$ 46.95**	**+ $ - .**	**= $ 46.95**
Billing Frequency		**Pmt. Method:** ☐ **Check** ☐ **Credit Card** ☐ **Auto Debit**	

Equipment Schedule (Model & Serial#)
(1) PW1R White - 0835109540

Special Provisions:	Due with Order
Includes Service & Filters	**Adv. Pmts. (#_____) +$_____ . _____**
	Installation Fee +$_____ . _____
	Total Due with Order =$_____ . _____

Agreed and Accepted By:

Customer: _____ (Authorized Signature) _____ (Name Print)

_____ (Title) _____ (Date)

Distributor: Patricia L Stuart (Authorized Signature) _____ (Title) 3/27/15 (Date)

Customer acknowledges having read and understood all of the terms and provisions of this Rental Agreement, including the reverse side hereof, and agrees to be bound by all of the terms and provisions contained herein upon the execution of this Rental Agreement. The Customer agrees this Rental Agreement is for the rental term indicated above.

RENTAL AGREEMENT TERMS AND CONDITIONS

1. Ownership of Equipment: JD YOUNG or its assignee is the sole owner and titleholder of the Equipment during the rental period. Customer agrees to keep the Equipment free and clear of all liens.
2. Complete Agreement: Customer agrees that no promises or Agreements have been made by JD YOUNG or anyone else which are not part of this Agreement and that any revisions to this Agreement must be signed by an authorized representative of JD YOUNG and the Customer.
3. Authorized Signer: The person(s) signing this Agreement on behalf of the Customer or signing any Guaranty represents they have the authority to do so and that no information supplied by Customer is false.
4. Replacement Filters: This Agreement includes a filter replacement set per unit per contract term renewal.
5. Liability and Insurance: Customer is responsible for any losses or injuries caused by the Equipment and due to the acts of Customer. Customer further agrees to keep the Equipment fully insured against such losses during the term of the Agreement or any extension thereof.
6. Location of Equipment: Customer will keep the Equipment at the location specified in the Agreement. The Distributor or an authorized agent, for reasonable and customary charges, agreed to in advance in writing and signed by the Customer, must perform any relocation of the Equipment.
7. JD YOUNG Interests: Customer may not sell, transfer, encumber or assign the Equipment or this Agreement without express prior written consent of JD YOUNG or its assignee.
8. Installation, Maintenance and Care: Distributor, or its authorized agent, agrees to install the Equipment in accordance with manufacturer's specifications. Customer agrees to use and maintain the Equipment in accordance with the manufacturer's specifications. Customer will also make the Equipment available and accessible to the Distributor or its authorized agent for maintenance.
9. UCC Filings: Customer grants JD YOUNG (and its successors and assigns) authorization to sign and file any Uniform Commercial Code financing statements deemed necessary or desirable by JD YOUNG (or its successors and assigns) to protect its interests in the Equipment.
10. Default: If Customer does not pay any amount when due, or breaches any other term of the Agreement, JD YOUNG or its assignee, may deem Customer in default of the Agreement, and JD YOUNG or its assignee retains the right to exercise any and all legal remedies available by applicable laws, including, but not limited to, repossession of the Equipment.
11. Business Agreement: Customer agrees that this Agreement is for business purposes and will be governed by the laws of the state in which the Equipment is located. Customer further agrees that should any legal action, suit, or proceeding be initiated by any party to this Agreement with regard to or arising out of this Rental Agreement, or the Equipment covered hereby, such action shall be brought only in the courts of the state in which the Equipment is located, and all parties consent to the jurisdiction of such courts as to all such actions.
12. Termination of Agreement: This agreement may not be terminated prior to the end of the original term.
13. Other Rights: Customer agrees that JD YOUNG or its assignee's, failure to exercise any of their rights does not prevent them from exercising them at a later date.

Nolan M. Fields 4-2-19
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

RENTAL AGREEMENT
Delivery and Acceptance Certificate

Customer Name: BOCC on behalf of Tulsa County - District Attorney (9th Floor)

DELIVERY AND ACCEPTANCE CERTIFICATE

Customer and Distributor certify that all Equipment described in the Purchase Agreement has been delivered and properly installed according to the Rental Agreement. Customer Acknowledges that the Equipment is in good condition and is performing satisfactorily. Customer hereby accepts the equipment unconditionally and irrevocably in accordance with the Rental Agreement.

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Customer: Do not sign this Certificate until you have actually received, installed, inspected and accepted all units of the Equipment described in the Rental Agreement.

X_____	_____	_____	_____
Customer (Authorized Signature)	Name (Print)	Title	Date
X Patricia L Stuart	Patricia L Stuart	Gen Mgr	3/27/15
Distributor (Authorized Signature)	Name (Print)	Title	Date

Manufacturer and Dealers Statement of Assurance

PHSI and Think Healthy Systems, a division of JD Young, are committed to providing you with quality equipment, quality service and quality drinking water. If for any reason you are not satisfied with the performance of your equipment provided by Think Healthy Systems please contact JD Young directly for prompt assistance as provided below:

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