



AUTOMATIC RENTAL AGREEMENT

737-8146 or 1-800-686-3224

_____ MONTH RENTAL

Between Kohley Water Conditioning of West Michigan (hereinafter "Kohley") and

_____, MI
Customer Name Address City

Kohley agrees to install an _____ automatic system at the above address.

Kohley agrees to maintain said equipment in good working order at no additional cost so long as Kohley salt is used. Service calls will be made during normal working hours at no charge and will occur within three (3) working days of customer's request. Customer will be responsible for a reasonable charge for service calls that occur at times other than normal working hours. Timer will be reset at no charge when route man is in area. **Not responsible for problems caused by Acts of God. Customer responsible for problems arising from exposed unwrapped plumbing _____ or insufficient water pressure. Installation and plumbing related to installation are guaranteed for one year.**

Customer agrees to purchase salt at the prevailing price posted at Kohley's office, said salt to be delivered to the above address for the period of this agreement. Brine Tank will be filled as long as access is made available during delivery hours. **No refund on products delivered without prior notification.**

If customer defaults, the brine tank must be cleaned to Kohley's specifications or a \$75 cleaning charge will apply. Customer agrees to pay \$ _____ installation (assuming drain and electrical connections are within five feet and adequate). If the customer breaches any portion of this lease within the first _____ months of this agreement, the customer will then be required to pay Kohley a full installation charge of \$ _____ and any applicable cleaning charges, and the remainder of your lease.

Customer agrees to pay a rental fee of \$ _____ per month in advance. **SAVE \$2.00** a month when paying 6 months or more in advance.

Buyer agrees to pay any fuel surcharges and/or delivery charges that Kohley's may charge from time to time.

Buyer will be assessed a minimum of \$2.50 service charge or be liable for finance charges of 1.38% per month (18% per annum) on all outstanding balances more than 30 days past due. Finance charges shall also accrue at the same rate on any unpaid interest that is 30 days past due.

_____ **Month Rental** _____ months rent applied \$ _____.

Customer to notify Kohley of intent to exercise purchase option within 30 days.

This agreement shall cover an initial period of _____ months with purchase option to buy. There after, half of the monthly rent will be credited towards purchase. There will be a minimum purchase price of \$100. The Monthly Rental Agreement will **AUTOMATICALLY RENEW** for additional **one year** periods of time unless the customer or Kohley notifies the other of intention to terminate. Such notice shall be in writing by certified mail to the other and must be received by the other at least thirty (30) days before the end of the period (whether the initial period or a renewal period.) Kohley is granted right to enter the customer's premises without prior notice to said customer during normal business hours for purpose of (1) servicing or maintaining the equipment, (2) delivery of salt, and (3) removal of the equipment. The equipment shall be deemed affixed to the real estate and shall, unless purchased by Customer, remain property of Kohley. In the event customer has homeowners insurance, customer agrees to notify the insurance carrier that the leased equipment belongs to Kohley Ecowater, inc. and in the event the same should be damaged and covered by insurance, that amount of insurance recovery shall be paid to Kohley. In the event customer is delinquent for 90 days or amounts to \$200 or more, the entire balance due under the Lease shall be due and payable. In the event a lawsuit is commenced by either party, the parties agree that said lawsuit will be filed in Muskegon County and that each party waives objection to venue being placed in Muskegon County. In the event Kohley employs an attorney and recovers a Judgement against the customer for a breach of this agreement, Kohley shall be awarded, as part of that Judgement, its reasonable attorney fees incurred. The equipment installed by Kohley at the address listed above may not be removed or relocated to another premises without prior written consent by Kohley. This rental agreement is transferable to new owner/tenants. A \$50 rebate to existing customer for signed transfer of rental agreement.

Customer Signature

SS#

Customer Signature

SS#

Date

Representative