



Please return contract to your NWA Sales Manager or mail to:
Nestlé Waters North America
Attn: Chris Worth
Address: 30 Twinbridge Drive
City: Pennsauken ST: NJ Zip: 08110

The Healthy Hydration Company™

Nestlé Waters North America Inc. Sales and Service Agreement

This Agreement (Effective Date) made on 6/12/14 by and between Town of Elsmere (herein referred to as "Customer") and Nestlé Waters North America Inc. (herein referred to as Lessor or Company), with its principal office at 900 Long Ridge Road, Bldg. 2, Stamford, CT 06902-1138 and an office at #217 6661 Dixie Hwy, Suite 4, Louisville, KY 40258-3950.

Customer: Town of Elsmere

Location: 11 Poplar Ave

Point of Contact: Heather Herold Location: 11 Poplar Ave Wilmington DE 19805

Check box for All Sites

Company will lease to Customer the coolers, filtration systems and/or equipment as agreed between Company and Customer ("Equipment"). Customer will purchase from Lessor such quantities of Lessor's brand of bottled water, other beverages and related products ("Products") as Customer shall order from time to time, provided that Lessor requires a minimum order per delivery of the lesser of (a) \$20 worth of Products; or (b) at least two of the following items: multi-gallon home and office delivery size bottled water, cases of retail sized beverages and/or bags of coffee, where available, in sizes as determined by Lessor from time to time. Lessor will lease to Customer such equipment as described on Exhibit A (the "Equipment"). See Exhibit A for pricing, Equipment and lease rate per unit.

TERM OF AGREEMENT: This agreement shall cover a term of 12 months. Prior to the end of this term, or any extended term, the Customer shall give Lessor a minimum of 30 days written notice to terminate. If no such notice is given, this agreement will continue on a month to month basis until terminated by either Lessor or Customer on thirty (30) days' advance written notice provided to the other Upon termination Customer will return all Equipment and multi- gallon bottles ("bottles") to Lessor, in the condition in which they were received, reasonable wear and tear excepted.

DISPUTES AND SERVICE: All "out of product requests" and other service requests shall be made by calling the Lessor's customer service number, which shall be provided by the undersigned Account Manager. In such cases, all service requests will be handled within three business days. Lessor may, at its option or Customer's request, replace defective Equipment with a comparable reconditioned unit if it deems that repair is not feasible on location.

In the event that the Customer is dissatisfied with the servicing of the Equipment listed herein, the Customer agrees to attempt a resolution with the Customer Service Department of Lessor. If the dispute is not resolved, the Customer agrees to notify the undersigned Account Manager, Zone Sales Development Manager, and Zone Service Manager, accordingly. The Account Manager shall provide the numbers of the Zone Sales Development Manager and Service Manager as the need arises.

If Customer thinks that any invoiced amount is incorrect, it shall submit its dispute to Lessor's Customer Service Department by phone or in a written letter. All disputes must be submitted no later than thirty (30) days after the date of the first bill on which the error or problem first appeared. Customer is obligated to pay the parts of the invoice that are not in question.

DEFAULT: In the event of default by Customer, Lessor shall have the right to (i) terminate this agreement immediately and the remaining fees, including but not limited to the equipment rental for the balance of the lease, due under this agreement or renewal shall become due immediately as liquidated damages and not as a penalty; and (ii) repossess the Lessor's Equipment and bottles, or, if Lessor cannot repossess its Equipment or bottles, as applicable, Lessor may, at its option, declare it a total loss, and Customer will pay Lessor its replacement value. Customer agrees to pay all such sums immediately upon request.

Default shall be defined as one or more of the following: Customer's failure to make payment for Equipment use or Products purchased herein for a period of 30 days after the due date; Customer's breach of any term or condition hereof and failure to cure such breach within ten days after its occurrence; serious abuse of the Equipment and or bottles by the Customer, its employees or guests; the institution by or against the Customer of a proceeding in bankruptcy; notice by Customer to terminate service during the lease term; abandonment of the equipment or bottles by the Customer or the removal of the equipment by the Customer without the written consent of Lessor.

Customer will pay all of Lessor's costs, including reasonable collection and/or attorneys' fees, as a result of Customer's default or the exercise of

Lessor's remedies. Customer and Lessor waive trial by jury.

CHARGES, SURCHARGES, FEES AND DEPOSITS: Customer will pay all charges for Products, Equipment, purchased equipment, and all applicable surcharges, taxes and fees, including, without limitation, (a) any applicable monthly Fuel Surcharge based on the U.S. Department of Energy's National U.S. Average On Highway Diesel Fuel Price for the month two months prior to the invoice date. By way of example only and subject to change by the Company, if the average monthly price of one gallon of diesel fuel is at least \$2.01 but no more than \$2.30, the fuel surcharge will be \$2.48. For every \$.10 change in the monthly average price of one gallon of diesel fuel, the surcharge will change by \$.04; (b) all bottle deposits up to \$10 per bottle and/or account deposits up to \$100; (c) any applicable delivery fees of up to \$5.00 per month; (d) the Skip Fee, if applicable; and (e) all applicable State bottle deposits and redemption value on any free and purchased Products upon Customer's receipt of Company's invoice. Company may change its administrative, surcharges or other charges or deposit fees at any time with prior notice to Customer. If Customer does not pay any charge within thirty (30) days of the invoice date, Customer will pay Company the greater of (i) a late fee not to exceed \$20 per month, or (ii) interest of 1.5% per month on any unpaid amount from the invoice date until paid. If the late fee or interest rate exceeds the maximum rate allowed by law, the late charge will be equal to such maximum rate. Customer will make all payments due without set-off, counterclaim or defense.

EQUIPMENT RENTAL: Customer acknowledges that this is a true lease. Customer has no equity or ownership rights in the Equipment, and Customer can purchase the Equipment only if Customer and Lessor agree in writing. Company will install the Equipment or Plan Equipment, as applicable (collectively, "Equipment"), at Customer's address specified on the reverse side. If Customer's negligence, abuse or misuse causes damage requiring repair or replacement, Customer will pay Company all such costs on demand. The Equipment and multi-gallon bottles ("bottles") are, and will at all times be, Company's sole and exclusive property, and Customer will have no right, title or interest except as provided in this Agreement. Customer can purchase the Equipment only if Customer and Company agree in writing. Customer will use the Equipment and all bottles only for Company's Products and will not reuse or refill bottles for any purpose whatsoever. Customer will at all times operate and maintain the Equipment and bottles in a safe, sanitary and proper manner in accordance with Company's instructions and clean and maintain the Equipment periodically and at least once every three months, as outlined in the Company-approved guidelines. Customer (i) will not remove the Equipment from Customer's location without Company's prior written consent, (ii) will not alter the Equipment in any manner, (iii) will permit only Company to repair the Equipment, (iv) will notify Company immediately if the Equipment or any bottles are stolen, lost, damaged or destroyed, and (v) will keep the Equipment and bottles free and clear of, and promptly notify the Company of, any levies, liens and encumbrances. Company may enter Customer's premises at reasonable times to inspect and repair the Equipment and to deliver or pick up bottles. Customer acknowledges that this is a true lease. If Customer purchases equipment from Company, Customer will be responsible for all repair or replacement costs unless otherwise specified in Company's warranty, if any.

CHANGES AND ADDENDUMS: Any changes in specifications, terms or pricing contained in this Agreement must be mutually approved in writing by both Lessor and Customer before the execution of the change.

RISK OF LOSS; HOLD HARMLESS: Customer assumes risk of loss or damage to the Equipment and bottles in Customer's possession and will be responsible for all liability resulting from their use and operation. Customer will pay Lessor upon demand costs to repair or replace any lost, stolen, damaged or destroyed Equipment and/or bottles, as determined by Lessor. Customer shall indemnify and hold Lessor harmless against any and all liability, loss, damage cost or expense of whatever kind (including attorney's fees in actions brought by third parties) arising out of this lease, or the Equipment or services provided hereunder.

Lessor shall indemnify and hold Customer harmless against any and all liability, loss, damage cost or expense of whatever kind (including attorney's fees in actions brought by third parties) arising out of the sole negligence of Lessor.

TRANSFER: Customer may not directly or indirectly transfer any of its rights under this Agreement and will not allow any third party to take possession of the Equipment or bottles without Lessor's prior written consent. Customer will keep the Equipment and bottles free and clear of levies, liens and encumbrances and will promptly notify Lessor of any third party seizure, levy, lien, or encumbrance regarding the Equipment or bottles.

PAYMENT TERMS: Net 30 days. Customer grants Lessor authority to conduct credit investigations and Lessor retains the right to terminate this agreement at any time based on such information.

PRICE GUARANTEE: Except as otherwise set forth on Exhibit A, pricing for bottled water products contracted herein will not be subject to change until 7/15. After that date, Equipment rent and /or prices for bottled water products may be changed by Lessor on thirty (30) days' notice. Prices of commodities such as coffee, cocoa, sugar, paper and related products will be reviewed on a regular basis and are subject to increase at any time.

THIS AGREEMENT SUPERSEDES ANY PRIOR EQUIPMENT/SERVICE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. ANY ADDITIONS OR CHANGES MUST BE IN WRITING AND AUTHORIZED BY BOTH PARTIES.

CUSTOMER AUTHORIZATION

Print Name John Giles Title Town Manager
Signature: [Signature] Date: 6/13/14
Phone: 302-998-2215 Fax: 302-998-9920
Nestlé Waters North America Sales Manager: Chris Worth
Nestlé Waters North America ZSDM: Rich Price
Siebel Reference # 1-19502R

For Internal Use	
Salesperson Name	Chris Worth
E-mail Address	Chris.worth@waters.nestle.com



The Healthy Hydration Company™

Exhibit A
Bottled Water Dispenser, Bottled Water and Other Products

Customer: Town Of Elsmere

Location: 11 Poplar Ave Wilmington DE 19805

Bottled Water and Related Products Pricing and Equipment Monthly Rental Fees:

Created

Price List

6/12/14

Product Code	Product	Item Price
533	H/C Cooler	\$1.29
019	DP Spring 5 Gal	\$2.32
253	NPL 5 Gal	\$2.32

Customer is also responsible for any applicable account surcharges and any applicable taxes.

1. Customer agrees to exclusively purchase Lessor's brand of bottled water for use on each bottled water dispenser that is leased under this agreement.

Regular delivery of bottled water will take place between 17- 21-day business cycle.

NOTE: Bottled water dispenser must be maintained by Customer on a periodic basis including cleaning by Customer as outlined in the Lessor-approved guidelines (attached) at least once every three months.