

Rental Service Application

Please note that:

- You must be 18 years of age or older and have a valid Social Security Number

Application is hereby made to request a rental service for the

- Water Purification System
- Hot & Cold Purifier
- Electric Bidet
- Air Purifier
- Product or Model # _____

Personal Information

* Applicant's Full Name: _____

* Present Address: _____

* City, State, Zip code: _____ Home Phone: (_____) _____

* Cellular Phone: (_____) _____ *E-mail: _____

* Social Security Number: _____ - _____ - _____ * Driver's License Number: _____ State _____

Signatures

Applicant's Signature

Date

Co-Applicant's Signature

Date

Terms & Conditions

Please read the [Master Terms & Conditions](#) and check the box below.

- I have received a copy of, read and agree to the [Master Terms & Conditions](#).

*All orders submitted require a signed credit/rental application. The back of this credit/rental application contains the terms & conditions. The customer must agree upon all the terms and conditions.

MASTER TERMS AND CONDITIONS

The person whose signature appears on the front of this Credit Application and Agreement ("Agreement") represents and warrants that he or she is authorized and empowered to execute this Agreement and agrees to the following terms and conditions. This Agreement to *lease/rent* equipment is made and effective by signing this contract. ALWS, Inc. (herein also referred to as "Lessor", "Company") desires to *lease* to Customer (herein also referred to as "Buyer", "Lessee", "Recipient") and Recipient desires to *lease* from Company, certain tangible personal property.

1. **LEASE:** Company hereby *leases* to Customer, and Customer hereby *leases* from Company, the following described product: shown in the application form.

2. PRIVACY AND RELEASE OF INFORMATION.

- Customer authorizes Company to contact any parties named herein and to verify any information contained in this agreement or as otherwise provided by Customer;
- The customer authorizes all parties he or she has provided information to Company (bank, employer, etc.) to release information to Company and commits to hold these parties harmless with regard to such information;
- It is agreed that Company is authorized to obtain individual credit reports on the individual(s) for the purpose of determining credit worthiness; and
- Company will not share Customer's personal information with anyone except for Company's authorized service providers.

In general, Company may use and/or share Customer's Personal Information:

- To respond to Customer inquiries and Customer requests regarding Company's Services.
- To send Customer information regarding Company's services and changes to Company's terms, conditions, and policies.
- To send Customer marketing communication and newsletters about Company's Services. The Company likes to keep its customers informed of developments of interest to them. If Customer does not wish to receive publications or details of events or seminars that Company considers may be of interest to Customer, please let Company know by emailing customer@aqualifewater.com.

Company reserves the right to disclose Personal Information that Company believes to be necessary or appropriate in the following circumstances:

- As required by law, such as to comply with a subpoena, or similar legal process.
 - When Company believes in good faith that disclosure is necessary to protect Company's rights, protect Customer safety or the safety of others, investigate fraud, or respond to a government request.
 - To enforce Company's Master Terms and Conditions.
 - To allow Company to pursue available remedies or limit the damage Company may sustain.
- e. Customer Credit Card Information. The Company may use a third party payment processor(s) to keep a protected copy of Customer's credit card number. This billing data belongs to Customer, and by agreeing to these Master Terms and Conditions, Customer grants the Company a license to use this data to bill Customer for services rendered.
- f. Security. Company maintains reasonable and appropriate, although not infallible, security precautions. However, Company cannot guarantee that hackers or unauthorized personnel will not gain access to Company's Personal Information, despite Company's reasonable efforts.
- g. SMS Marketing. Company may, from time to time, and with Customer's consent, provide Customer special offers via SMS ("text") messaging. Company sends text messages through automated technology. To stop text messages from Company, send STOP or reply stop to any text message Customer receives. For more information, please contact Company's support team at customer@aqualifewater.com. Message and data rates may apply.
- h. Data Retention. Company will retain Customer's Personal Information for as long as needed to provide the applicable Services, unless a longer retention period is required or permitted by law.
- i. Pursuant to the requirements of the California Uniform Commercial Code – Bulk Transfer Law, Section 6-102, Customer agrees to notify Company in writing and in a timely manner of any changes in information provided.

3. TERMS OF LEASE/PURCHASE:

- Pricing is set and cannot be changed; and may be paid with a credit card accepted by Company.
- The acceptance of any individual order and terms of payment on all sales and orders are subject to prior approval by Company Credit Department;
- It is agreed that all orders are subject to 100% pre-payment;
- Customer will inspect the product within five (5) days after receipt. Unless Customer gives a written notice to Company within that time frame specifying any defect in the property, Customer agrees that it will be conclusively presumed that Customer has fully inspected the product and acknowledges that the property is in good condition and that Customer is satisfied with and has accepted the product in good condition.
- As for rental products, Customer may be liable to Company if the rental product is lost and/or for damage to the rental product caused by Customer's negligence and recklessness.
- As for rentals, if by any reason, the rental price is not paid when due, Customer shall pay a late charge on the balance due remaining unpaid in the amount of one and one-half percent (1 ½ %) of the unpaid balance per month, provided however, that nothing herein shall require the payment of any amount in excess of the maximum amount

permitted by law. Late charges shall be payable on demand. The imposition or payment of said late charge shall not be deemed to extend the due date of any payment of the purchase/rental price.

- A fee for bounced checks in the amount of \$25.00 for the first bounced check and \$35.00 for all checks bounced thereafter will be charged to Customer.
- When Customer moves within the service area, Company shall upon a 30-day written notice by Customer, reinstall the product at the new location with a charge for labor within service area, as specified in Addendum A. Company has the sole right to modify the charges in Addendum A by providing Customer a copy of said modifications in writing.
- The terms of this Agreement shall commence on the date installation has been completed and shall expire upon the completion of the contract term as shown in the application form.
- The rent or payment for the product shall be paid in advance in full.
- Customer shall use the product in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the product.
- If Customer fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Customer fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Customer, Company shall have the right to exercise any one or more of the following remedies:
 - To declare the entire amount of rent immediately due and payable without notice or demand to Customer
 - To sue for and recover all rents and other payments, then accrued or thereafter accruing.
 - To take possession of the product, without demand or notice, wherever product may be located, without any court order or other process of law. Customer hereby waives any and all damages occasioned by such taking of possession.
 - To terminate this Agreement.
 - To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Company may take, Customer shall be and shall remain liable for the full performance of all obligations on the part of the Customer to be performed under this Lease and all costs incurred by Company relative to any default shall be paid by Customer. All of Company's remedies are cumulative, and may be exercised concurrently or separately.

- Neither this Agreement nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Customer, or if the Customer is adjudged insolvent, or if Customer makes any assignment for the benefits of his/her creditors, or if a writ of attachment or execution is levied on the product and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Customer is a party with authority to take possession or control of product, Company shall have and may exercise any or more of the remedies set forth in these terms & conditions; and this Agreement shall, at the option of Company, without notice, immediately terminate and shall not be treated as an asset of Customer after the exercise of said option.
- As to a rental product, said product shall at all times be and remain, the sole and exclusive property of Company; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.
- Company may cancel and terminate any order acceptance, or any contract relating thereto, if Company determines that it cannot install the item(s) covered hereby.
- Any Lease will renew automatically on a month-to-month basis unless Lessee notifies Company in writing thirty (30) days prior to Lease term completion.
- If for any reason Lessee terminates this Agreement before the initial term expires ("Early Termination"), Lessee shall pay Company a penalty in the amount equal to any and all amounts due in the remaining initial term. Full payment of such penalty shall be due to Company within ten (10) days from the Early Termination date. The penalty amount may be deducted from any Security Deposit made.

4. MAINTENANCE AND REPAIRS:

- Company must be notified of damages within 48 hours of receipt of product in order to obtain a schedule an inspection and/or after-service call to determine if a return authorization is required. Return authorizations are processed through Company's Customer Service. All returns are subject to a fifteen percent (15%) restocking fee, minimum \$5.00.
- Customer must receive prior written authorization to return any goods to Company. UNAUTHORIZED RETURNS will be refused.
- Credits will be made after inspection of product.
- As to rentals, Lessee will assume all obligations and liabilities with respect to the possession of the rental product, and for its use, condition, and storage until this Agreement is terminated. Lessee will, at Lessee's own expense, maintain the property in good mechanical condition and running order, allowing for reasonable wear & tear.
- As to rentals, Lessee shall inform Company of any problems to keep the product in good repair, condition and working order and Company shall furnish any and all parts, mechanisms and devices required to keep the product in good mechanical working order.

f. As to rentals, Upon the expiration or earlier termination of this lease, Lessee shall call Company to return the product to Company in good condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by making an appointment to return product to Company.

g. Company's sole obligation in respect to any defect in the product(s) covered hereby or in the installation of such product(s) is limited to the repair or replacement of defective parts if covered by the manufacturer's warranty or the correction of any defect in installation, such obligation is contingent upon proper use of the product and shall not apply if products have been modified, misused, neglected or tampered with by customer or third parties. In no event shall Company be responsible for any damage to Customer's property by reason of installation unless Company is grossly negligent in the installation of product and Customer hereby expressly agrees and acknowledges that foregoing obligations of Company contained herein are in lieu of any and all other warranties, obligations, or representations of any kind whatsoever either expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose in respect to the product(s) or in the installation thereof, except for those specially reserved to Customer hereunder.

h. Company shall not be responsible for any damages arising from or in relation to the following:

- i. Water leakage due to outworn water pipe;
- ii. Water pipe and its connecting parts;
- iii. Refrigerator, freezer, ice-maker, water dispenser, or any connecting parts thereof;
- iv. Faucet connecting parts or Water pressure higher than 60psi
- v. Water leakage from damaged connecting parts caused by Customer;
- vi. Damages to tubing lines caused by Customer's negligence and/or mishandling;
- vii. Damages to tubing lines caused by insect, animal and/or pet bites;
- viii. Damages to floor caused by water spillover from cock and gutter due to Customer's failure to properly maintain;
- ix. Damages caused by Customer's failure to properly replace expendable parts; and
- x. Damages caused by Customer's negligent disassembly of product. Company shall not be responsible for damages to any parts unrelated or not installed By Company.
- xi. Customer will not misuse, move or alter the product(s) covered hereby, nor deface or tamper with any of Company's tags. Customer shall be responsible for day to day care and maintenance of product(s).
- xii. All installations, replacements, and substitutions of parts or accessories with respect to rental product will constitute accessions and will become part of the rental product and will be owned by Company.
- xiii. All rented/leased product(s) shall remain the exclusive property of Company.

5. WARRANTY

- a. System Warranty: Per manufacturer's warranty
- b. Labor Warranty: 3 months

6. INDEMNITY AND LIABILITY

- a. Customer assumes all risk and liability for the loss of or damage to the product, for the death of or injury to any person or property, and for all other risks and liabilities arising from the use, condition, possession, or storage of the product. Nothing in this agreement will authorize Customer or any other person to operate any of the property so as to impose any liability or other obligations on Company.
- b. Customer shall indemnify, defend, or hold harmless Company, its agents, and employees from all claims, loss, or damage Company may sustain or suffer for any of the following reasons:
 - i. Loss of or damage to any product caused by Customer or third parties on Customer's premises;
 - ii. Injury to or death of any person including Customer or third parties on Customer's premises; or
 - iii. Damage to any property arising from Customer's use, possession, or storage of any rental product.

Customer will reimburse Company for all expenses, losses, liabilities, and claims of any type, including reasonable attorney's fees, imposed on or incurred by Company due to Customer's use or operation of product.

- c. Indemnities and Assumptions of risks, liabilities, and obligations by Customer arising under this Agreement will continue in effect after the termination of this Agreement, regardless of the reason of termination.

7. APPLICABLE LAW: The laws of the State of California shall govern this Agreement and any disputes relating to the Interpretation, construction or enforcement of this Agreement and Company shall have all rights and remedies afforded by the laws of the State of California. Terms & Conditions.

Company's failure to insist, in one or more instances, upon the performance of any term or terms of this Agreement, shall not be construed as a waiver or relinquishment of Customer's right to such performance or the future performance of such term or terms, and Customer's obligations with respect thereto shall continue in full force and effect. Customer hereby agrees to submit to jurisdiction in the State of California, in the County of Los Angeles, in the event a dispute arises under this Agreement.

8. ARBITRATION: Any controversy or claim arising of or relating to the construction or application of any terms, provisions, or conditions of this Agreement shall on the written request of any party hereto served on the other party, be submitted to arbitration and such arbitration shall comply with and be governed first, in accordance with the laws of the State of California, and second, when not in conflict with the laws of the State of California, by the provisions of the American Arbitration Association ("AAA"), as both are applicable to contracts made and performed entirely within the State of California. Such arbitrations shall be binding on the parties. Said location of the arbitration shall be in the State of California at the nearest AAA office to Company's corporate office. Judgment on the award rendered by the arbitrator may be entered in any court in the world having jurisdiction thereof. The successful party in a dispute shall be entitled to recover from the unsuccessful party, in addition to any other relief to which it may be entitled, reasonable attorney's fees and costs incurred by it in prosecuting or defending a dispute and any and all collection costs incurred prior to or in connection with such judgment.

9. OTHER TERMS: All sales, rental and leases, promotions, service and any related transactions are made pursuant to these terms and conditions and all orders are received with the understanding that they are placed under these terms and conditions. This Agreement sets forth all of the promises, agreements, conditions, and understandings written or oral between parties, superseding any prior or contemporaneous oral or written understandings or agreements. No subsequent alterations, amendments or changes shall be binding upon Company or valid unless reduced to writing and signed by each party.

ADDENDUM "A" TO MASTER TERMS AND CONDITIONS

- Company's Service Area ("Service Area") is limited to portions of Southern California and is further defined as follows:

- Entire County of Los Angeles;
- Entire County of Orange;
- Limited portions of Ventura County as follows: Simi Valley, Thousand Oaks, Oak Park, Moorpark
- Limited portions of Riverside County as follows: Riverside, Corona
- Limited portions of San Bernardino County as follows: Chino, Chino Hills, Upland, Rancho Cucamonga, Ontario, Fontana

- Company does not offer moving services or any other services (no exceptions) outside of Service Area.

- Purchase customers are subject to the following Basic Moving Service Fee schedule:

1. Purifier only (Residential / Commercial)
 - Take Down - \$65.00 / \$75.00
 - Hook Up - \$100.00 / \$130.00
 - Moving - \$155.00 / \$195.00 (total, includes take down and hook up)
2. Purifier with Hot & Cold Dispenser (Residential / Commercial)
 - Take Down - \$65.00 / \$75.00
 - Hook Up - \$130.00 / \$160.00
 - Moving - \$185.00 / \$225.00 (total, includes take down and hook up)
3. Bidet
 - Take Down - \$60.00
 - Hook Up - \$80.00
 - Moving - \$130.00 (total, includes take down and hook up)
4. Water Softener
 - Take Down - \$300.00
 - Hook Up - \$700.00
 - Moving - \$1000.00 (total, includes take down and hook up)

- Services detailed in the Basic Moving Service Fee schedule are FREE for rental customers whose accounts are paid in current status and are otherwise not in breach or default of the Master