

Proposal and Rental Agreement

Who is Culligan Quench?

Culligan Quench is the brand that helps growing and forward-thinking workplaces keep their employees, customers, and guests happy, healthy, and hydrated. We understand that your workplace has unique water needs which is why we offer customized hydration solutions tailored to grow with your business. Our state-of-the-art water filtration systems, including bottleless water, sparkling, ice, and coffee dispensers, draw from Culligan's 85-year legacy of innovation to provide cleaner, safer, better-tasting water at scale.

Our national coverage, scalable solutions, and dedicated customer service ensure that all your needs are met, without you having to worry about a thing. Through this personalized and seamless approach to service, our over 120,000 customers, like you, improve their sustainability initiatives and effortlessly manage their hydration needs. At Culligan Quench, we're here to help workplaces save time, save money, and provide water loved by all.

Why Choose Culligan Quench?

Culligan Quench empowers you to take hydration and on-demand water to the next level. Over twenty years of industry experience and state-of-the-art filtration technologies make Culligan Quench the authority in sustainable drinking water solutions tailored for your business. We don't just filter your workplace water, we can purify it, freeze it, make it sparkle, make flavored, make it hot, even make it coffee. We can install and service one or one thousand units.

- **Highest Quality Products:** Over the last few years, we have been building our portfolio of best-in-class point-of-use water dispensing systems so that our customers can fulfill all their water needs with us. We are a one-stop-shop for all your workplace hydration requirements.
- **National Reach & Local Touch:** Culligan Quench is fully staffed with local water experts for your region and your industry. That means we will work with you to build the right setup for your specific location and business model. Consolidated billing, consistent equipment servicing experience, and a highly-trained nationwide workforce means that Culligan Quench can provide the same excellent water service to multi-location enterprises as well as small-to-medium businesses, anywhere in North America.
- **Ultimate Flexibility:** Because our portfolio is so deep, and because we pair national capacity with local service and expertise, we are able to customize drinking water solutions for businesses of all sizes and in most locations.

Please consider [electronic invoicing](#) and [credit card or ACH payment options](#) to help us both do our part for the environment.



Water



Ice



Sparkling Water



Coffee

Talk to your dedicated
Culligan Quench
Water Expert.

Phone
844-557-8320

Website
www.culliganquench.com

ACCOUNT INFORMATION: CONTACT INFORMATION:

Company("Customer"): City of Powder Springs	Name: Phyllis Calloway
Address: 4488 Pineview Dr, Powder Springs, GA 30127-2235	Email: pcalloway@powderspringsga.gov
City: Powder Springs	Phone: +1.770.222.7944
State: GA	Zip: 30127-2235

CONTRACT INFORMATION:

Creation Date: 05/01/2026	Special Terms and Conditions:
Term: 24 Months	
Master Contract Term: 24 Months	
Renewal Term: 1	
Renewal Term: Month to Month	
Payment Terms:	

INVOICE INFORMATION: INVOICE CONTACT INFORMATION:

Invoice Delivery Method:	PO #:	Name: Phyllis Calloway
Billing Period:	PO Expiration Date:	Email: pcalloway@powderspringsga.gov
Payment Method:		Phone: +1.770.222.7944
Tax Exempt? (if Yes, provide cert.) No		Fax:
Enroll In Auto Pay		

Offer is valid for 30 days from the creation date

RENTAL EQUIPMENT

Site Address	Product	Description	Quantity	Monthly Fee	One Time Fee	Net Total
4181 Atlanta St Powder Springs, GA	Quench 905	Quench 905	1	\$275.00	\$0.00	\$275.00
	Semi Annual Maintenance		1	\$0.00	\$0.00	\$0.00
	Install Fee		1	\$0.00	\$275.00	\$275.00

Total Monthly Fees (excluding tax)	Total One-Time Fees (excluding tax)
\$275.00	\$275.00

1. OWNERSHIP OF EQUIPMENT: Quench USA, Inc. (Quench) is the sole owner of the equipment listed on this Agreement, including any Add-on Schedule(s) hereto, as well as the tubing between the water source and such equipment (collectively, the Equipment). Quench shall have the right to change, substitute or remove any of the Equipment. Customer agrees not to modify, remove or conceal any identification notices or markings affixed to the Equipment. Quench may transfer or assign this Agreement and/or ownership of Equipment to any entity, and such party will have the same rights and benefits as Quench.

2. INSTALLATION, LOCATION AND USE OF EQUIPMENT: Quench shall arrange for delivery and installation of the Equipment, including the initial connection of the Equipment to Customer's CO2 source, if applicable. Customer authorizes Quench or its installer to drill holes and/or run tubing where needed. Customer may not move or relocate the Equipment without Quench's prior written permission. If Customer moves or relocates the Equipment without Quench's consent, Quench may, in its discretion, charge a \$100 relocation fee per unit that is moved or relocated. Quench may also charge a fee to Customer for any relocation of the Equipment performed by Quench. Customer will allow Quench or its agents to inspect the Equipment at any reasonable time. Services will be performed as Quench deems necessary to maintain the Equipment in good working order. Additional service requested by Customer will be billed at Quench's applicable rate. Customer will use the Equipment only for its intended purpose of filtering or purifying potable water. Customer will not modify the Equipment in any manner or allow the Equipment to be affixed to the premises in such a manner as to become a permanent part thereof. Customer is responsible for all authorizations or approvals necessary to install the Equipment in its premises, including any approvals from its landlord if applicable, and represents to Quench that it has obtained all such approvals and will comply with all requirements of the building where the Equipment is installed.

3. PAYMENTS AND FEES: Customer agrees to pay to Quench all fees within days of invoice. If Customer fails to make any payment by its due date, Customer agrees to pay a late fee equal to the greater of 5% of the payment due or \$25.00, or the maximum amount allowed by applicable law. Customer agrees to pay \$40.00 per payment rejected by its bank, in addition to any other remedy allowed by law. Quench may impose fees for any infested and/or damaged units. In the event this Agreement includes a monthly or quarterly minimum for coffee, Customer agrees to purchase from Quench at least the minimum monthly coffee order per unit specified herein (the Minimum Order). To the extent the Customer's actual monthly order value is less than the Minimum Order, the difference between the Minimum Order per unit and the actual order per unit shall be billed to the Customer and become payable to Quench under the terms of this Agreement. Coffee prices are subject to adjustment in accordance with prevailing market conditions and fluctuations in the cost of coffee and coffee-related materials. In the event this Agreement includes one or more enhanced water systems, including but not limited to Twist and Bevi products (Enhanced Water Systems), that feature various flavors, boosts, additives and/or enhancements (Consumables), Quench agrees to replenish, and Customer agrees to purchase from Quench, all of the Consumables needed to maintain full operation of the Enhanced Water Systems. Quench will invoice Customer for the Consumables replenishment for the Enhanced Water Systems following the completion of the work or delivery of the Consumables, as applicable. Replenishment invoicing will be separate from, and in addition to, the rental invoicing. Unless otherwise stated in this Agreement, invoicing will occur starting the first day of the month after the commencement of this Agreement. The first invoice will include a prorated amount reflecting the period between commencement of this Agreement and the invoicing start date, if applicable. To the extent Customer is a party to any other Rental Agreements or Add-on Schedules relating to Quench equipment, Quench reserves the right to issue a consolidated invoice. The initial consolidated invoice will reflect the appropriate prorated adjustments to account for differences in billing periods. Consolidated billing will not modify the start and end dates of the relevant rental term or renewal term, which shall continue to be governed by the applicable Rental Agreement or Add-on Schedule. Invoices will be delivered to the email address listed herein. Changes in email and/or credit card information must be made prior to any billing cycle to avoid late fees. Customer authorizes Quench to contact any credit agency for information on Customer in connection with this transaction.

4. EQUIPMENT RESPONSIBILITY, TAXES AND INSURANCE; LIMITATION OF LIABILITY, INDEMNIFICATION: Customer is responsible for the Equipment until removed by Quench and shall exercise all due care in use of the Equipment. Customer will comply with all requirements and instructions provided by Quench and all laws applicable to the operation and maintenance of the Equipment, and Customer assumes responsibility for failure to comply therewith. Customer will maintain the Equipment in the condition received, excepting ordinary wear and tear. Customer agrees to pay when due all applicable taxes relating to the Equipment. Customer will maintain, at all times while the Equipment is located on the premises of Customer, (i) insurance covering any loss, damage or injury of any nature caused by the Equipment, which insurance will protect Quench from any such liability, and (ii) insurance against any loss of or damage to the Equipment. Customer agrees that the amount of insurance against loss of or damage to the Equipment shall not be less than its full replacement value. All insurance will show Quench as a loss payee and additional named insured. Customer will provide Quench with a copy of its insurance certificate evidencing the coverage set forth herein. In the event that the Equipment is lost, damaged or becomes inoperable due to Customer's act or omission, Customer agrees to pay replacement value for the damaged Equipment and continue to make payments under this Agreement and the applicable Add-on Schedules until the end of the applicable rental term. Quench will provide replacement Equipment of the same make, model or equivalent capability. Customer agrees to promptly notify Quench of any loss, damages or injury caused by the Equipment and shall submit such claims to its insurance carrier. Notwithstanding its own negligence, neither Quench nor its agents, affiliates, directors, officers, or employees (for the purposes of Section 4, collectively Quench) shall be liable under any circumstances (pursuant to any legal or equitable remedy) for any consequential, indirect, incidental, special, exemplary or punitive damages. Customer agrees to defend, indemnify, and hold harmless Quench from and against any and all claims, losses, liabilities, damages, and expenses, including attorneys' fees (Losses), arising out of or relating to Customer's use, operation, possession, or maintenance of the Equipment, Equipment installation, or this Agreement, or the failure of any connection to or from the Equipment (including any supply lines enabling such connection), or any claim, demand, action or proceeding initiated by any third party arising out of the foregoing, and Company shall have no liability for any such Losses, including those arising from its own negligence, except to the extent arising from the intentional misconduct or illegal acts of Quench. Customer's obligations under this Section 4 shall survive the expiration or termination of this Agreement.

5. TERM AND TERMINATION: The initial rental term under this Agreement for a particular piece of Equipment shall commence on the date that such Equipment is installed. The rental term shall continue for the period set forth herein; provided, however, that, if this Agreement includes multiple pieces of Equipment, such period shall be measured from the date on which the last piece of Equipment is installed. After the initial rental term under this Agreement and any renewal thereof, the rental term will automatically renew on a month-to-month basis, unless either party notifies the other in writing 30 days prior to the expiration of such initial or subsequent rental term. The automatic renewal mechanism described in the foregoing sentence shall similarly apply at the end of the initial rental term identified on any Add-on Schedule, as well as at the end of any renewal rental term thereunder. Upon renewal, Quench has the right to increase the monthly rent or monthly minimums by up to 5% in any calendar year without advance notice; provided, however, that if Quench elects to increase the monthly rent by more than 5%, Quench shall provide notice to Customer at least 60 days prior to the expiration of the relevant rental term. Customer agrees this Agreement is for the rental term indicated herein and cannot be cancelled by Customer for any reason, except as set forth herein. Upon any expiration or termination of the rental for any reason, Customer agrees to pay a removal fee of \$199 per water, sparkling and coffee unit, and \$299 per ice and Enhanced Water System to cover costs incurred by Quench for termination, removal and return of the Equipment. After the initial rental term, the removal fee shall be increased by 5% annually, at the beginning of each calendar year. Customer will ensure that the Equipment is disconnected from any CO2 source, if applicable, prior to Quench's removal of the Equipment. If the tubing is not removed from the water source in connection with the removal, Customer shall, for all purposes, assume responsibility for such tubing thereafter. The terms and conditions of this Agreement shall remain in full force and effect from the date upon which this Agreement is fully executed and continuing for so long as any Equipment is being rented by Customer, whether listed herein or on an Add-on Schedule. This Agreement shall only expire or terminate after the rental term has ended and Quench has received all Equipment in good working order.

6. DEFAULT, TERMINATION: Quench may terminate this Agreement or any Add-on Schedule due to Customer's default, including but not limited to, non-payment of any amount when due, improper care, usage or handling of the Equipment, or failure to perform any other obligation hereunder. If Quench terminates for a default, or if Customer cancels or terminates this Agreement prior to the end of the then-current rental term, Customer will remain responsible for the payment of all fees that are due and owing, or will be due and owing if the Agreement had not been cancelled or terminated early, for the remaining rental term (including any renewal term that already commenced), as well as for all damages and removal and shipping charges incurred by Quench. Further, in the event of default, Customer waives any and all right to notice before Quench removes the Equipment from Customer's premises and waives any requirement that Quench post a bond in connection with any such removal.

7. MISCELLANEOUS: This Agreement, together with any applicable Add-on Schedule(s), Site Survey(s) and Change Order(s) executed by the parties, and any document provided to Customer by Quench in connection with the delivery, installation or use of the Equipment, constitutes the entire agreement between Customer and Quench and supersedes any and all previous negotiations, representations or agreements between the parties related to rental of the Equipment, whether written or oral. This Agreement may only be amended or modified by written instrument executed by duly authorized representatives of the parties. If any provision of this Agreement is found to be unenforceable, such provision shall be severed from this Agreement, and the remaining terms of the Agreement will continue in full force and effect. Quench may use Customer's name for marketing purposes. If Quench brings an action to enforce any term or condition of this Agreement, including, but not limited to in connection with termination or Customer's default, Customer agrees to pay reasonable attorney's fees and all costs associated with such action. Customer agrees that this Agreement will be governed under the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles, and Customer agrees that any action arising hereunder will be submitted only to any court in Montgomery County, Pennsylvania. **CUSTOMER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION.** Any delay or failure by Quench to exercise any right under this Agreement will not prevent Quench from exercising any rights at any later time. Customer authorizes Quench and any of its agents, representatives or employees to (i) sign any document in connection with a filing under the Uniform Commercial Code on Customer's behalf, and (ii) make modifications as needed to complete any such filing. Any notice required under this Agreement shall be directed to Customer or Quench at their respective addresses set forth herein with delivery by hand, by certified U.S. mail, or by any other method verifying receipt by Customer or Quench. Customer represents and warrants that the person signing below has proper legal authority to bind Customer.

AUTHORIZATION: Customer agrees to all terms and conditions contained in this Agreement, and represents that signer is authorized to enter into this Agreement. This Agreement is not binding unless executed by an authorized representative of Quench USA, Inc.

Authorized Representative of Customer	Authorized Representative of Quench USA, Inc.
Name:	Name:
Email:	Phone:
Title:	Email:
	X
Signature & Date	Signature & Date