



## WATER SERVICE & COOLER RENTAL AGREEMENT

BUSINESS/CORPORATE VERSION

By and Between

**ALPINE COOLERS LTD** of P O Box 48195, Nairobi, Kenya (Hereinafter referred to as the Lessor) and

\_\_\_\_\_ (Hereinafter referred to as the Lessee), entered into  
this \_\_\_\_\_ day of \_\_\_\_\_ 2004. on

The lessee hereby agrees to hire from the lessor \_\_\_\_\_ cooler(s)/Dispensers and \_\_\_\_\_ Water Bottles on the following terms and conditions.

- This agreement shall be deemed to have commenced on the \_\_\_\_\_ day of \_\_\_\_\_ 2004
- The consideration payable by the lessee shall be the sum of Kshs \_\_\_\_\_ per month (exclusive of VAT) payable on presentation of invoice/billing statement.

### Services Covered under this Agreement :

- Supply of \_\_\_\_\_ Water bottles per week per Cooler/Dispenser exchangeable against empty bottles at the address listed on this agreement. NO credit notes will be issued for unused bottles and no bottle count will be carried forward representing unused bottles in a particular week/month.
- Minor repairs of machine required due to normal wear & tear or malfunction. This includes but is not limited to Machines not heating/cooling properly, leaking, thermostat control problems . Unusual, excessive or equipment abuse will be billed at equipment replacement rate.
- Scheduled Sanitization Servicing every three months. Unusual & excessive use requiring additional sanitization service will be billed at the normal servicing rate.
- Normal & Regular Cooler / Dispenser Maintenance.

A refundable Watercooler and bottle deposit of Kshs \_\_\_\_\_ per Watercooler shall be payable by the lessee to be paid in full prior to installation. The Deposit will be refundable upon the collection of the Dispenser(s) and Bottle(s) in good working condition subject to normal wear & tear. Any excessive wear or abuse of the equipment will be deducted from the deposit. Good condition is determined by Alpine Coolers Limited. You shall receive your deposit less the costs of repairing any damage/loss of bottles/dispenser (s) or should the damage incurred due to loss of bottles or Dispenser (s) exceed the deposit amount paid , you will be liable for the difference to the Lessor. Any outstanding & unpaid balances due on the account will also be deducted from the deposit.

The Cooler/Dispenser & bottles deposit shall be refundable in full upon termination of this Agreement after full settlement of any obligation and/or consideration due to the Lessor under this Agreement

The minimum period of lease is one year and automatically renewed thereafter on its anniversary. During the period of the lease, the Agreement may be terminated with a 2 months notice or rental service payment in lieu.

The lessor warrants that the installed Watercooler will be in good working order & condition.

The lessor agrees to make repairs, adjustments and replacement of worn parts and maintain the said Watercooler in good working order but will not be responsible for any damage and/or bodily injury that may be caused by the said cooler or dispenser under any situations or circumstances.

The lessee shall be held responsible for all & any damage to any bottles(s) ( including breakage) and/or cooler/dispenser and shall be liable for the cost of replacing the same arising from damages/loss occurring while the Equipment and Bottles are in the Lessee's care – other than due to normal wear &tear or factory malfunction. The replacement cost will be equal to the current equipment price schedule.

The said Watercooler shall at all times remain the property of the lessor and the lessee does hereby indemnify the lessor and hold it harmless against any loss or damage caused by the said Watercooler being attached by any creditor of the lessee.

### Payment of Monthly Dues & Charges :

- All payments are due on presentation. Payments not received by the due late will incur a late payment fee of Ksh 200.
- All NSF or Return Cheques will incur a per Return Cheque charge for Ksh 2,000.
- If your account is past due, you water service may be stopped until the account is current. The lessee reserves the right to remove all equipment from lessors location until account is current. The lessee also reserves the right to terminate agreement due to non-payment and deduct all amounts due including late payments, equipment damage or replacement cost from any deposit held.

- Should the lessee fail to pay the rental consideration on the due date or commit any breach of the condition of this agreement or allows default judgment to be taken against it or fails to satisfy such judgment with seven days after it has been granted, the lessor shall have the right to cancel this agreement forthwith and to take possession of the said cooler/dispenser & all water bottles without prejudice to any claim it may have in respect of arrears rental consideration due hereunder together with interest thereon at the current base lending Bank rate plus 12% per annum and /or to claim damages which it may have suffered by reason of the lessee's breach of contract.
- Your Water Service will be put on HOLD if your account is past due at any time or for non payment of account. During the HOLD period Your Account will be charged the regular monthly rental charges or a standing monthly HOLD charge of Ksh 1,200 (excluding VAT). The account must be paid up & current to resume water service. No Credit will be provided for unused or non-delivered water bottles due to HOLD status.
- If you wish to temporary suspend water services due to vacation or for a extended period of time ( minimum 1 month maximum 2 months). You must inform the lessor by writing atleast 30 days prior to the beginning of such suspended period. Water Services will be stopped for the duration of the suspend period and a credit provided on your account pro-rata.

The lessor shall be entitled at anytime during the existence of this agreement to transfer or assign any of its right or obligation in and to this Agreement to any third party.

Upon termination of this agreement the lessor shall have the right to take possession of the said cooler, dispenser and/or all Water Bottles immediately and the lessee shall be liable for any damages thereto except for the damage due to normal wear and tear.

The said Cooler/Dispenser & all bottles shall be kept permanently at the physical address below and shall not be removed there from without the written consent of the lessor, and the Lessee shall not have the right to cede or assign its interest in this Agreement without written consent of the Lessor.

### LEASSEE / COMPANY INFORMATION

Company Name		
Mailing Address		
Physical Address ( Specific Directions)		
Office Telephone	2nd Office Telephone	Fax Number
Email Address		
Administrative Contact	Accounts/Finance Contact	
Bankers ( Name & Branch)		
Name of Directors ( Owners)		

### We/I hereby agree to the Terms & Conditions of this Agreement:

Signed on behalf of : ( Lessee Name ):	Signed on behalf of <b>Alpine Coolers Limited</b>
Authorized Signature	
Name & Title of Authorized Signatory	
Company Stamp /SEAL	

### For Alpine Coolers USE only :

Package Type:	Monthly Rate:	Weekly No of Bottles:	Cooler Serial No.
Account Number :	Installation Date: dd/mm/yyyy	Account Type:	Cooler Color:
Geographic Location:	Routing/Delivery Code:	Account Setup Date:dd/mm/yyyy	Cooler Make:
Scanned By:	Scanned Date: dd/mm/yyyy	Deposit Chq# & Amount	Audited By & Date:
Special Instructions:			