
MEMO

APPROVED
5/23/2022



DATE: May 13, 2022
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – JD Young/Think Healthy Systems

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached rental agreement between the Board of County Commissioners of Tulsa County on behalf of the Tulsa County Court Clerk and JD Young/Think Healthy Systems for 12mo. rental of water filtration equipment model 3i-2132M83484, to include service and filters for monthly payment of \$46.95 and a one-time installation fee of \$125 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / llm

SUBMITTED FOR: The May 23, 2022 BOCC meeting agenda.

CMF# 20220876

RENTAL AGREEMENT

APPROVED
5/23/2022

Customer Information	Billing Information (if different)
BOCC on behalf of Tulsa County Dept. of Court Clerk	
Name Don Newberry (918) 596-5420	Name ()
Contact Phone Number 500 S. Denver Ave.	Contact Phone Number
Address Tulsa, OK 74103	Address
City, State, Zip	City, State, Zip

Distributor: JD Young/Think Healthy Systems
City, State, Zip: 116 W. Third Street, Tulsa, OK 74103
Contact: Bob Stuart Jr. Phone Number: (918) 582-9955

Rental Term	Monthly Payment	Sales Tax (% _____)	Total Payment
12 Months	\$ 46.95	+ \$ - .	= \$ 46.95
Billing Frequency	Pmt. Method: <input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Auto Debit		

Equipment Schedule (Model & Serial#) 3i-2132M83484
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Special Provisions:	Due with Order
Includes Service & Filters	Adv. Pmts. (# _____) +\$ _____
	Installation Fee +\$ <u>125</u> . <u>00</u>
	Total Due with Order = \$ _____

Agreed and Accepted By:

Customer:  Pro Tem Stan Sallee
 (Authorized Signature) (Name Print)
 Chairman, Board of County Commissioners 5/23/2022
 (Title) (Date)

Distributor:   
 (Authorized Signature) (Title) (Date)

Customer acknowledges having read and understood all of the terms and provisions of this Rental Agreement, including the reverse side hereof, and agrees to be bound by all of the terms and provisions contained herein upon the execution of this Rental Agreement. The Customer agrees this Rental Agreement is for the rental term indicated above.

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RENTAL AGREEMENT TERMS AND CONDITIONS

- 1. Ownership of Equipment:** JD YOUNG or its assignee is the sole owner and titleholder of the Equipment during the rental period. Customer agrees to keep the Equipment free and clear of all liens.
- 2. Complete Agreement:** Customer agrees that no promises or Agreements have been made by JD YOUNG or anyone else which are not part of this Agreement and that any revisions to this Agreement must be signed by an authorized representative of JD YOUNG and the Customer.
- 3. Authorized Signer:** The person(s) signing this Agreement on behalf of the Customer or signing any Guaranty represents they have the authority to do so and that no information supplied by Customer is false.
- 4. Replacement Filters:** This Agreement includes a filter replacement set per unit per contract term renewal.
- 5. Liability and Insurance:** Subject to 51 O.S. 155, et seq. customer is responsible for any losses or injuries due to the acts of Customer. Customer further agrees to keep the Equipment fully insured against such losses during the term of the Agreement or any extension thereof.
- 6. Location of Equipment:** Customer will keep the Equipment at the location specified in the Agreement. The Distributor or an authorized agent, for reasonable and customary charges, agreed to in advance in writing and signed by the Customer, must perform any relocation of the Equipment.
- 7. JD YOUNG Interests:** Customer may not sell, transfer, encumber or assign the Equipment or this Agreement without express prior written consent of JD YOUNG or its assignee.
- 8. Installation, Maintenance and Care:** Distributor, or its authorized agent, agrees to install the Equipment in accordance with manufacturer's specifications. Customer agrees to use and maintain the Equipment in accordance with the manufacturer's specifications. Customer will also make the Equipment available and accessible to the Distributor or its authorized agent for maintenance.
- 9. UCC Filings:** Customer grants JD YOUNG (and its successors and assigns) authorization to sign and file any Uniform Commercial Code financing statements deemed necessary or desirable by JD YOUNG (or its successors and assigns) to protect its interests in the Equipment.
- 10. Default:** If Customer does not pay any amount when due, or breaches any other term of the Agreement, JD YOUNG or its assignee, may deem Customer in default of the Agreement, and JD YOUNG or its assignee retains the right to exercise any and all legal remedies available by applicable laws, including, but not limited to, repossession of the Equipment.
- 11. Business Agreement:** Customer agrees that this Agreement is for business purposes and will be governed by the laws of the state in which the Equipment is located. Customer further agrees that should any legal action, suit, or proceeding be initiated by any party to this Agreement with regard to or arising out of this Rental Agreement, or the Equipment covered hereby, such action shall be brought only in the courts of the state in which the Equipment is located, and all parties consent to the jurisdiction of such courts as to all such actions.
- 12. Termination of Agreement:** Subject to annual fiscal appropriations, 62 O.S. 430.1 and applicable law, this agreement may not be terminated prior to the end of the original term in accordance with Oklahoma law.
- 13. Other Rights:** Customer agrees that JD YOUNG or its assignee's, failure to exercise any of their rights does not prevent them from exercising them at a later date.

RENTAL AGREEMENT

Delivery and Acceptance Certificate

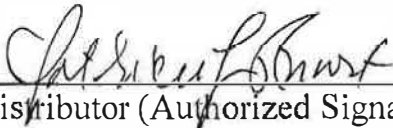
Customer Name: BOCC on behalf of Tulsa County – County Court Clerk
2nd Floor Jury Waiting Room

DELIVERY AND ACCEPTANCE CERTIFICATE

Customer and Distributor certify that all Equipment described in the Purchase Agreement has been delivered and properly installed according to the Rental Agreement. Customer Acknowledges that the Equipment is in good condition and is performing satisfactorily. Customer hereby accepts the equipment unconditionally and irrevocably in accordance with the Rental Agreement.

The Distributor acknowledges its obligation to provide maintenance services in accordance with any maintenance agreement separately entered into between Distributor and Customer.

Customer: Do not sign this Certificate until you have actually received, installed, inspected and accepted all units of the Equipment described in the Rental Agreement.

X _____	X _____	X _____	X _____
Customer (Authorized Signature)	Name (Print)	Title	Date
	Patricia L. Stuart	SGM	5/12/22
Distributor (Authorized Signature)	Name (Print)	Title	Date

Manufacturer and Dealers Statement of Assurance

PHSI and Think Healthy Systems, a division of JD Young, are committed to providing you with quality equipment, quality service and quality drinking water. If for any reason you are not satisfied with the performance of your equipment provided by Think Healthy Systems please contact JD Young directly for prompt assistance as provided below:

JD Young 116 W. Third St. Tulsa, OK 74133 Ph: 918.582.9955 Fax: 918.582.2085