

CENTRISYS EQUIPMENT LEASE



Actual equipment will vary depending on customer's needs and availability

THIS EQUIPMENT LEASE or PILOT TESTING AGREEMENT is made by and between:

**Centrifuge-Systems, LLC
9586 58th Place
Kenosha, WI 53144
(hereinafter referred to as "Centrisys")**

**and
Hernando County**

Board of County Commis

**Brooksville, FL 34604
(hereinafter referred to as "Customer")**

SECTION 1

SCOPE OF SUPPLY

Equipment	Manufacturer	Model	Phase	Mount	Reference #
CS-35	Centrisys	21-4HC	2PHASE	SKID	11826

Replacement Value for insurance purposes

Equipment Includes

Feed Pump	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Conveyor	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Grinder	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Power Cable	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Polymer	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Polymer System	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Power Cable	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Hoses and Fittings	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
*Trailer	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Additional charges apply if centrifuge skid is to remain on trailer during rental period

Regular Trailer \$1200/month Double Drop \$2,500/month

MODIFICATIONS

SECTION 2

SCOPE OF SERVICES - RENTAL

Commissioning: Set up assistance and process startup. Yes No
Approximately 3 days.

Decommissioning: Tear down, pack up and prepare for return shipping. Yes No
Approximately 2 days..

SCOPE OF SERVICES - PILOT TESTING

Commissioning: Set up assistance and process startup.
Approximately 1 day.
Decommissioning: Tear down, pack up and prepare for return shipping.
Approximately 1 day.
Analysis of samples.
Completion and submission of pilot test report

OTHER SERVICES



SECTION 3 **TERMS AND PROVISIONS**

1 Lease

Centrisys hereby leases to Customer, and Customer hereby leases from Centrisys the Equipment, as described above. The purpose of this Lease Agreement is to allow the Customer to operate and/or evaluate the performance and efficiency of the Equipment. "Exhibit A" is attached hereto and made a part of this Agreement.

2 Insurance

Customer shall procure and continuously maintain and pay for commercial general liability risk insurance during the contract term covering this Equipment against loss, theft or damage from associated with Customer's use, possession of the Equipment and during transportation, naming Centrisys as loss payee, for not less than the replacement cost of the Equipment as set forth in Section 1, Scope of Supply, without consideration for depreciation. Further, Customer shall provide Certificates evidencing this insurance to Centrisys, prior to shipment of equipment.

3

Lease Term/Minimum Rental Period

The Lease term shall commence as of the day and time that the Equipment leaves the shipping dock of Centrisys and shall continue thereafter until the Equipment is returned back to the shipping dock of Centrisys. The minimum rental period under this Lease is 30 days even if the equipment is returned back earlier. After the initial 30 days, rent will be charged on a 15 day (1/2 month) period until the Equipment is received back at Centrisys' shipping dock. (This minimum rental period does not apply for pilot tests.)

4

Rent and Security Deposit

Prior to shipment of the Centrisys rental equipment, both the security deposit and the first month's rent must be paid in full to Centrisys as specified in "Exhibit A," Both of these expense items will be invoiced to customer upon the execution of this agreement. Subsequent invoices shall be issued one month after the equipment is delivered to site and on a monthly basis thereafter, at the beginning of the rental month. Excluding the security deposit and first month's rent, all payments due "Net 30."

5

Transportation Charges

All freight charges from Centrisys' shipping dock to the Customer Site; and return from Customer Site to Centrisys' shipping dock shall be paid by the Customer, unless otherwise noted in Exhibit A.

6

Cancellation Fee

In the event the Customer terminates this agreement or refuses delivery after the unit has shipped, a cancellation fee of \$1,000 will be charged to the Customer, plus any incurred shipping costs



7 Taxes

Customer shall be responsible and pay for all applicable federal, state and local use, sales, property (ad valorem), excise and similar taxes or government charges relating to the Equipment or otherwise attributable to this Equipment Lease.

8 Technical Service

The services of our technician will be billed separately as outlined in "Exhibit A".

If technical services are declined, customer takes responsibility for proper commissioning and decommissioning.

9 Installation of the Equipment

Customer shall furnish, at its own expense, all provisions, material, labor and conditions required for the temporary installation of the Equipment, including suitable building enclosures, foundations and appurtenances necessary to provide a complete operating facility, if applicable.

10 Reconditioning Charges

All repairs necessary, beyond normal wear, will be at the current standard shop rate plus parts. The reconditioning charge only applies if the equipment is damaged due to abuse, negligence or other circumstances on the Customer's part and out of Centrisys' control.

11 Location of Equipment

Throughout the term of this Agreement, the Equipment shall be kept by the Customer at the Location specified in "Exhibit A" and shall not be moved without the prior written consent of Centrisys.

12 Payment of Invoices

Centrisys shall submit an invoice to the customer covering any reconditioning payment and/or services provided in connection with this Agreement. Such invoices shall become immediately due and payable upon receipt by the Customer.



13 Ancillary Equipment and Installation

Unless otherwise stated in "Section 1 Scope of Supply," the Customer shall be responsible for furnishing all required ancillary equipment including, but not limited to, pumps, wiring, interconnecting piping, cake conveying equipment, etc., required for operation of the Equipment. Centrisys shall not be responsible for furnishing any equipment or service except as specifically noted in this Agreement. The Customer shall be responsible for the integration of various components into the complete system and installation of same. The Customer further agrees to provide routine maintenance of the Equipment while in the Customer's possession and must operate and maintain the same in accordance with Centrisys' instructions.

14 Maintenance/Use

Customer shall maintain, service and keep in good repair the Equipment at its own expense, except for normal wear and tear or depreciation. Customer shall use the Equipment for its intended purpose in the regular course of business and operate the same with a competent and qualified operator within normal operating capacities and in compliance with all conditions and requirements of any insurance policies. If Equipment is operated without Centrisys personnel, customer shall be responsible for maintaining equipment to Centrisys guidelines.

15 Supplies/Utilities

Customer shall pay all charges for conditioning chemicals, water, steam, electricity, light, heat, power, telephone or other utility services furnished to or used on, or in connection with, the Equipment (including any charges for installation of such services) during the term of this contract. Centrisys may supply polymer or other chemicals for testing.

16 Ownership

Title to the described Equipment and all additions and accessories originating from Centrisys remain unqualified in Centrisys Corporation's name.

17 Modifications

Customer shall not make any modifications, alterations, or improvements to the Equipment without the prior written consent of Centrisys.

18 Safety Devices

Centrisys shall furnish safety devices normally associated with the Equipment. Any additional safety devices which may be required due to local government regulations, etc., shall be furnished and installed by the Customer.



19 Accommodation by Customer

Customer agrees to provide reasonable access to Customer's site for customary mobile transport vehicles for delivery of the Equipment. Customer is responsible for offloading of Equipment immediately upon delivery, except where a Centrisys supplied trailer is included as specified under Section 1, Scope of Supply. Customer's failure to accommodate delivery of the Equipment could result in additional shipping charges.

20 Confidentiality

The Customer agrees not to divulge to third parties any pertinent details with respect to the test or the design of Equipment supplied under this agreement nor to provide third parties with actual access to the Equipment without the express written consent of Centrisys.

21 Cleaning/Packing/Return Shipment

Upon completion of the program and prior to return shipment, the Customer shall thoroughly clean the Equipment to the extent possible and prepare it for transport, unless it is agreed that a Centrisys technician is conducting the entire test, or a Centrisys technician has been requested for decommissioning.

22 Access to Equipment

Centrisys shall at all times have free access to the Equipment, as well as all records of Customer with respect to the Equipment, for the purpose of maintenance, inspection and observation or, to make alterations, repairs, improvements, or additions, or to determine the nature or extent of use of the Equipment.

23 Default

Customer's failure to pay rent and other amounts owing hereunder, within 5 days after their due date, or if Customer fails to observe or perform any other obligation of this Agreement, shall entitle Centrisys to any of the following remedies: (i) declare the entire amount of rent immediately due and payable without notice or demand; (ii) sue for recovery of rents and other payments; (iii) take possession of the Equipment, without notice or demand; (iv) terminate this Agreement; or (v) pursue any other remedy at law or in equity.

24 Entire Agreement, Governing Law, Binding Effect

This Agreement constitutes the complete understanding and agreement between Centrisys and the Customer and shall be construed and enforced in accordance with the laws of the State of Florida and the venue to be Hernando County, FL. Further, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.



25 Indemnity

To the fullest extent permitted by Florida Law, the Customer expressly agrees to indemnify, defend and hold Centrisys harmless from and against all claims (including claims by third parties) for loss, damage, injury and expense, including reasonable attorney fees and costs, arising out of, connected with, or resulting from Customer's direct or indirect use, selection, delivery, possession, operation and return of the Equipment supplied hereunder for the contract term, including incidental or consequential damages or from any other cause whatsoever. However, nothing contained herein shall constitute a waiver of the County's sovereign immunity or of the limitations set forth in Section 768.28, Florida Statutes.

26 Acceptance of Equipment/No Warranties

Customer has determined that the Equipment is suitable for the use intended, and Customer has inspected the Equipment and accepts the same in an "as is" condition as delivered. Centrisys has not made and makes no representations or warranties, whether expressed or implied as to the condition of the equipment, including its merchantability, design, quality, workmanship, or fitness for any particular purpose.

Additional Customer Responsibilities

Customer acknowledges receipt of Skid Information Document detailing equipment size, weight, power, and water requirements. Proper offloading equipment is available on site and that equipment will be situated on level ground suitable to the size of the equipment.

Distance to the feed connection point, drain and electricity supply verified. Electrical hookup, hoses and connections verified and obtained

Consumables (grease and oil) necessary for extended operation of equipment, are to be furnished by the Customer at its cost.

**EXHIBIT A
LEASE PAYMENT SCHEDULE
CONTRACT AND SIGNATURE**

Weekly Testing Rate:	\$	
Monthly Rental Rate:	<i>Due with signed agreement</i>	\$ 30,000.00
Security Deposit:	<i>Due with signed agreement</i>	\$ 15,000.00
Site Service Rate:	<i>Estimated Site Service Requirement per Section 2</i>	
	<i>Includes commissioning and decommissioning at \$1700/day</i>	\$ 1,700.00
Contract Term:		Months
	<i>Minimum rental of 30 days (not prorated)</i>	
Contract Start Date:		_____
	<i>Upon equipment leaving Centrisys facility until equipment has returned to Centrisys.</i>	
Freight To and From Site (Estimated):		\$ 5,000.00
Availability:	<i>30 _____ days after receipt of signed contract, security deposit and first month's rent</i>	
Payment Terms:	<i>Due upon receipt</i>	
F.O.B.:	<i>Centrisys Facility</i>	
Additional Comments:		
Site Information		
Name: Hernando County Utilities		
Street Address: 15400 Wiscon Road		
City, State Zip: Brooksville, FL 34601		
Contact Name/Phone: Bruce Batten/352-754-4490		

<i>We hereby accept, agree and comply with the terms and conditions set forth above.</i>	
Customer Signature	Date
Centrisys Signature	Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY  County Attorney's Office