

Exhibit A to Rental Agreement
Proposal for Laundry Equipment

Multifamily Laundry Room Solutions



Exhibit A to Rental Agreement
Proposal for Laundry Equipment

RE: LAUNDRY EQUIPMENT RENTAL PROPOSAL FOR 847 Brookside Dr, Richmond, CA 94801

Dear Christy,

Thank you for your interest in WASH laundry solutions and the opportunity to prepare a personalized proposal for your property. Renting your washers and dryers from WASH offers several notable advantages:



It's affordable.

Contrary to what you might think, outfitting your laundry room with the latest energy-efficient washers and dryers doesn't require a large capital investment. WASH offers machine rentals for a low, fixed monthly cost, which means you can rent all the washers and dryers you need at a discounted rate.



It's easy.

Worried that you don't have time or resources for maintenance and service? Don't be. As part of our service, we'll take care of the installation and ongoing repairs. If there's ever a problem with a machine, a trained technician will be dispatched onsite to fix it.



It's smart.

By renting, you're able to upgrade your washers and dryers as needed, and are protected from the depreciation in the value of the appliances.

WASH has been providing laundry solutions to multifamily properties since 1947. Our good name is on the line with every appliance we rent, so you can be sure that we stand behind our promise.

We appreciate your consideration, and hope to add your property to our family of customers. We are happy to answer all of your questions and look forward to continuing the conversation.

Best regards,

Ching, Annette M.

Ching, Annette M.
District Sales Manager
aching@washlaundry.com
(510) 244-9504

Exhibit A to Rental Agreement
 Proposal for Laundry Equipment

Laundry Equipment Options

Valid Until: 01/08/2022

WASH is uniquely positioned with the capital, top-brand equipment, personnel and installation resources to make this proposal a reality. We have provided several options for your consideration.

INSTRUCTIONS: Please review, select and initial one of the proposal options listed below. The terms of the selected option will be incorporated into the Rental Agreement that follows. If you have questions about these options, please contact your Sales Representative.

Select Option	Option	Term (Months)	Rental Amount (Subject to Article 5 of the Agreement)	Equipment	Vend Price
Accept	1	36	Rent Fee (per month): \$390.00 Total Machines: 10	5 new top-load washers 5 new single dryers Payment System: None	Washer: \$0.00 Dryer: \$0.00
Accept X	2	60	Rent Fee (per month): \$340.00 Total Machines: 10	5 new top-load washers 5 new single dryers Payment System: None	Washer: \$0.00 Dryer: \$0.00

Additional Comments

Disclaimer: Delivery of this Proposal to you by WASH does not impact or supersede the terms and conditions of any existing written agreement between you and WASH. Also, no legal rights or obligations will come into existence under this Proposal unless and until the new definitive Rental agreement for this transaction is signed and delivered by you or your authorized representative and an authorized representative of WASH, and in such event, the respective legal rights and obligations of the parties will then be those set forth in such executed Rental agreement.

Exhibit A to Rental Agreement

Proposal for Laundry Equipment

Account Information

INSTRUCTIONS: Please complete sections 1, 2, and 3 of this page. This information will be used to finalize the Rental agreement and coordinate account activities.

1. Legal Entity Information

Legal Entity Name on Deed	Contra Costa County		
Full Name of Signer	Christy Saxton	Title of Signer	Interim Director
Email Address of Signer	christy.saxton@cchealth.org	Phone Number	925-608-6700

2. Additional Contact Information

Management Company Contact	Other (Specify Below)	Installation Contact	Other (Specify Below)
Management Company Name	Contra Costa County	Contact Name	Darrell Olson
Contact Name	Cynthia Choi	Title	Site Supervisor
Title	Admin Services Asst II	Phone Number	510-974-4790
Phone Number	925-608-6708	Email Address	darrell.olson@cchealth.org
Email Address	cynthia.choi@cchealth.org		
Removal Instructions	Not applicable for WASH existing machines		

3. Shipping Information for Equipment Keys

Ship To	Contra Costa County Brookside Shelter	Attention To	Darrell Olson	
Street Address (No P.O. Box)	847C Brookside Drive			
City	Richmond	State	CA	ZIP 94801

LAUNDRY EQUIPMENT RENTAL AGREEMENT

Date of Agreement: 11/08/2021

This LAUNDRY EQUIPMENT RENTAL AGREEMENT (collectively with the Terms and Conditions and page 3 of Exhibit A, this "Agreement") is entered into as of the date set forth above by and between the Renter described below ("Renter") and WASH Multifamily Laundry Systems ("WASH").

1. **Renter.** Contra Costa County
2. **Property Address.** 847 Brookside Dr, Richmond, CA 94801
3. WASH hereby rents to Renter, and Renter rents from WASH, the laundry equipment indicated in the option selected by Renter on page 3 of Exhibit A (collectively, the "Equipment").
4. The initial term of this Agreement shall be for the period indicated in the option selected by Renter on page 3 of Exhibit A (the "Initial Term"), commencing on 12/08/2021 (the "Commencement Date"). Following the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one month (each, a "Renewal Term", and collectively with the Initial Term, the "Term") unless and until either party provides at least 30 days' prior written notice of termination to the other party.
5. In consideration for WASH renting the Equipment to Renter, Renter agrees to pay the amount indicated in the option selected by Renter on page 3 of Exhibit A ("Rent"), plus any applicable fees and taxes, to WASH every month. The rental rates may, at WASH's option, be adjusted annually to reflect changes in the Consumer Price Index published by the Department of Labor. Any additional Equipment rented to Renter shall be subject to the terms of this Agreement and Rent shall be adjusted accordingly.

ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO ARE INCORPORATED AND MADE A PART HEREOF. RENTER REPRESENTS AND WARRANTS THAT IT HAS READ AND UNDERSTANDS AND AGREES TO SUCH TERMS AND CONDITIONS.

WASH Multifamily Laundry Systems

2200 W 195th Street
Torrance, CA 90501
Email: notices@washlaundry.com
ATTN: Legal Department

Renter: **Contra Costa County**

Street Address: 2400 Bisso Lane Suite D2
City, State, Zip: Concord, CA 94520
Email: homelessprogram@cchealth.org
Phone: 925-6086700

By: *Legan Submits*

By: *Christy Saxton*

Its: ASSISTANT SECRETARY

Full Name: Christy Saxton

Date: 12/2/2021

Its: Interim Director
(Title)

Date: 12/2/2021

LAUNDRY EQUIPMENT RENTAL AGREEMENT TERMS AND CONDITIONS

A. A sum equal to one month's Rent is to be paid prior to delivery of the Equipment as a security deposit for full and timely performance of Renter's obligations hereunder. Renter agrees to pay the Rent monthly in advance no later than the first day of each calendar month. If any payment of Rent or other amounts due hereunder are not received by WASH within five days of the date such payment is due, such amounts will bear interest at the rate of five percent or the maximum rate then permitted by applicable law, whichever is less. Equipment repair services may be withheld while Rent payments are outstanding. If Renter fails to pay Rent or any other amount due to WASH when due, then, in addition to any other remedies available herein and at law, WASH shall have the right to (i) change the locks on the Equipment, (ii) collect all revenue therefrom for the duration of this Agreement, (iii) apply such revenue to any past due amounts, Rent, refunds issued, and applicable collection charges, and (iv) pay any remainder to Renter. In the event the amount collected does not cover the total amount due to WASH, WASH may retain such deficiency from future revenue collections.

B. Subject to Article A, Renter shall collect and may retain all revenue from the Equipment and acknowledges that WASH shall have no obligation to make refunds to users of the Equipment. If Renter fails to collect the revenue from the Equipment, and such failure results in a service call, WASH shall have the right to (i) charge Renter a fee of \$100.00 for such service call and (ii) collect all revenue from the Equipment and apply such revenue to any past due amounts and fees charged by WASH for such collection before remitting any remainder to Renter. In the event the amount collected does not cover the total amount due to WASH, WASH may invoice Renter for such deficiency.

C. Renter shall maintain the Equipment in good and clean condition, and assure that it is used only for the purposes for which it is intended, treated with due care, and not misused, damaged, or destroyed. The Equipment is to be located in laundry room facilities at the Property and Renter agrees that the Equipment will not be removed from the laundry room facilities on the Property without the written consent of WASH. Renter further covenants and agrees to provide to WASH free access to the Equipment to perform its obligations and exercise its rights under this Agreement. Renter shall be responsible and liable for any loss and damage to the Equipment, exclusive of the sole negligence by WASH, its employees or agents.

D. WASH shall repair the Equipment after receiving notification from Renter of a malfunction in the operation of the Equipment. WASH shall provide repairs when the repair is necessitated by normal and reasonable operation of the Equipment, except that WASH shall not be liable or responsible for any repairs necessitated by the negligence or misuse of persons other than WASH, accidental damage to the Equipment, or any act or cause beyond the normal and reasonable operation of the Equipment.

E. The Equipment shall at all times remain the property of WASH, and shall remain free from all claims by any person or entity other than WASH.

F. WASH MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, PERTAINING TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

G. Except to the extent caused by the sole negligence of WASH, its employees or agents, Renter shall, to the fullest extent allowed under applicable law, indemnify, defend, and hold WASH harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, arising out of or resulting from the possession, use, or operation of the Equipment and all related utilities.

H. Upon breach by Renter of any of the terms of this Agreement, WASH, in addition to any other remedies available herein or at law, shall have the right, upon notice to Renter, to enter the Property and retake possession of the Equipment. WASH shall be entitled to receive from Renter reasonable costs and attorneys' fees incurred by WASH in the retaking of the Equipment or in otherwise enforcing WASH's rights hereunder, including utilizing all or part of the security deposit for any monetary or other default hereunder.

I. This Agreement shall be binding upon the heirs, successors, approved assigns, and personal representatives of the parties. Renter agrees to inform WASH, in writing, in advance of any change in ownership or management of the Property. This Agreement may not be assigned without WASH's written consent. At the time Renter ceases to be the owner (or authorized agent thereof) of the Property, Renter shall assign this Agreement to the new owner of the Property and obtain a duly executed written assumption of this Agreement ("Assumption") from the new owner of the Property. Such Assumption and a request for WASH's consent shall be delivered to WASH by Renter. In the event such Assumption and WASH's consent to assignment are not obtained, Renter will continue to be liable for all payments and obligations under this Agreement and, at WASH's option, such event may be declared a breach of this Agreement entitling WASH to accelerate all payments due hereunder and exercise any other remedies available to WASH herein and under applicable law.

J. Renter hereby warrants and represents that he, she or it is the owner of the Property or the authorized agent thereof acting with full authority to enter into this Agreement. Anyone signing this Agreement on behalf of a corporation, limited liability company, or partnership warrants and represents that he or she has full authority to do so.

K. If any term of this Agreement is held to be invalid or unenforceable, then to the fullest extent permitted under applicable law, such term shall be modified or replaced with a term that is valid, enforceable and effects the original intent of the parties as closely as possible; all other terms of this Agreement shall remain in full force and effect. No failure or delay on the part of any party in exercising any right herein shall be deemed to be a waiver thereof, nor shall any waiver of a right preclude any further exercise thereof.

L. This written Agreement (i) constitutes the entire understanding between the parties with respect to the subject matter, (ii) supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the parties with respect to the subject matter hereof, and (iii) supersedes and cancels any previous agreement(s) held by WASH on the Property. The parties acknowledge that they have read and understand this Agreement, and that there are no representations or understandings which are not included herein. This Agreement, and any modification and addendum(s) to this Agreement, shall require written approval of both WASH and Renter before becoming effective.

M. Any notice (except for requests for equipment repair and service) required or permitted by this Agreement shall be in writing and deemed given (i) if personally served and delivered, (ii) if mailed by U.S. registered or certified mail (return receipt requested), (iii) if delivered by an internationally recognized overnight courier service, or (iv) if sent by electronic mail (return receipt requested), in each case to the parties at the notice address listed in the signature block of this Agreement.

N. The parties hereto agree to the use of, and accept, electronic signatures. Each party agrees that the electronic signatures appearing on this Agreement are intended to authenticate this writing and shall have the same force and effect as handwritten signatures for all purposes. This Agreement may be executed electronically or by facsimile or PDF signature in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.