



PURFRESH SPACE EQUIPMENT SERVICE AND LEASE AGREEMENT

Purfresh Clean provides fully automated, non-labor systems to disinfect everything. We can make your space clean, sanitized, odor and mildew free without using harmful liquid based chlorine or peroxide chemicals. Purfresh Clean offers the best all-in-one solution to:

***Eliminate odors, mildew, mold, bacteria, germs, and viruses
from the air and surfaces of enclosed areas.***

The Purfresh SPACE system with Oxygen-3 (O3), is the latest in cleaning technology. It can be plugged into most standard wall outlets and can run on pre-programed schedules in unoccupied areas. Because O3 moves with our high powered fan systems in the air, it can reach every area of the room, including hard-to-reach corners, surfaces, and behind doors. One SPACE unit can treat up to 3500 square feet in 12-24 hours depending on cleaning or disinfection goals.

Purfresh SPACE, oxygen-3 cleaning systems are unlike any other O3 cleaning systems. Only Purfresh Clean generates O3 **AND monitors, senses, and data records the O3 levels** of our treatments for ultimate safety and protection of people and property. No other O3 systems offers this.

Portable and compact, Purfresh SPACE is easy to set up and to operate. Once in the desired location, Purfresh SPACE is powered by a standard wall outlet. Once the area is **cleared of occupants**, the application is triggered remotely using the Purfresh software or smart phone app. Purfresh SPACE will then simultaneously disinfect the air, all surfaces and ventilation system. O3 levels are monitored real-time in the cloud and documented to provide a record for our clients after every treatment.

At the end of the treatment, O3 generation is turned off, and ALL O3 will breakdown to O2 (standard oxygen) within 30 minutes.

Service and Price Options (Please check one)

- One time service **\$595 USD**
 - Includes a single 24 hour O3 cleaning treatment

- Annual subscription service **\$895 USD**
 - Includes one 24 hour O3 cleaning treatment **every 6 months** (2 per year)
 - Additional spot treatments at \$150 USD each during the year (max 3 per year)



CUSTOMER INFORMATION:

First & Last Name: _____

Address / Treatment Location: _____

Email Address: _____

Phone Number: _____

Date of Service Request: _____

(Area to be treated must be unoccupied for 24 hours)

Credit Card Number: _____

Expiration Date: _____ Security Code: _____ Billing Zip Code: _____

By signing this form that customer agrees to all terms of this service, lease, and/or subscription agreement, and agrees to pay for these services provides by Purfresh Clean:

Customer Signature: _____

PLEASE EMAIL COMPLETED FORM TO:

CLEANSALES@PURFRESH.COM





1. **Scope of Agreement:** Purfresh Clean staff will install and remove Purfresh Clean's SPACE cleaning O3 controllers at the customers desired location. Purfresh Clean will turn on, monitor, and turn off all Purfresh Clean equipment at the beginning and end of every treatment. The customer is fully responsible to keep the treatment area unoccupied and void of all humans and or pets for the entire period of the treatment. The customer agrees that Purfresh Clean is not responsible for the safety of any human or pet that enters the treatment area during an active O3 treatment.

2. **Warranties:** Purfresh Clean warrants that each Purfresh Clean controller or equipment unit and its components are free from any defects in materials or workmanship. Purfresh Clean also warrants that the installation and removal of controller or equipment onto and from the customer's location shall not cause any damage to the customers property. Purfresh Clean's responsibility and customer's exclusive remedy is limited to the repair or replacement of defects in material and workmanship, as set forth above, together with all charges for transportation, removal and replacement of any defective Purfresh Clean controller or component to Purfresh and the transportation to Customer of a return or replacement PF controller or component. Purfresh Clean is not responsible for any consequential damages resulting from the breach of this or any other warranty, representation or obligation. This express warranty is the only warranty applicable to the transactions contemplated by this Agreement. *It excludes all other express oral or written warranties and all warranties implied by law, including any warranty of merchantability or fitness for a particular purpose.* Every claim under this warranty or related to this Agreement shall be deemed waived by customer unless made in writing within one (1)week of the individual Purfresh Clean treatment to which the claim relates. This warranty does not extend to any losses due to misuse, accident, abuse, neglect or improper installation, maintenance, repair or application of Purfresh Clean equipment by the customer.

3. **Indemnification and Release:** Purfresh Clean shall defend, hold harmless and indemnify the Customer from and against any and all lawsuits, claims, demands, actions, liabilities, losses, damages, liens, costs and expenses (including but not limited to, reasonable attorneys' fees and court costs), arising out of (a) any breach of any representation or warranty provided to the Customer in this Agreement, or (b) loss of or damage to any property that is caused by a failure of Purfresh Clean equipment during the service treatment. For purposes of this paragraph, a "Failure" shall occur only if the Purfresh Clean equipment fails as conclusively determined by Purfresh Clean equipment or sensor report. Except as provided in subsection A above, Purfresh Clean shall not be liable to Customer for and Customer agrees to defend, hold harmless and indemnify Purfresh Clean from any claims, demands, liabilities, obligations, losses, damages, personal injuries, property damage, penalties, actions, judgments, costs or expenses (including but not limited to, reasonable attorneys' fees and court costs), arising in whole or in part, directly or indirectly, out of (i) the use, condition, operation, failure, ownership, selection, delivery, leasing or return of any equipment, component or part that Purfresh Clean has supplied, regardless of when, how and by whom operated, or (ii) the negligence or lack of due care by Customer or Customer's customers, agents, employees or invitees involving use of goods supplied by Purfresh Clean, excluding, however, any of the foregoing which result from the gross negligence or willful misconduct of Purfresh Clean. This release, indemnity and assumption of liabilities and obligations shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement.

4. **LIMITATION OF LIABILITY:** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS, OF THE PARTY'S (PURFRESH CLEAN AND THE CUSTOMER), AND CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF A PARTY, ITS SERVICE PROVIDERS, LICENSORS, CONTRACTORS OR SUPPLIERS ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER TO PURFRESH CLEAN FOR THE RELEVANT AGREEMENT SERVICES, WITHIN THE PRECEDING TWELVE (12) MONTHS. IN NO EVENT SHALL EITHER PARTY OR THEIR SERVICE PROVIDERS, LICENSORS CONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR COVER OR LOSS OF USE, DATA, REVENUE OR PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

5. **Limitation of Action:** The Customer shall file any claim for indemnity against Purfresh Clean arising from a third-party claim against the Customer within sixty (60) days after the third party claim is received or the claim is barred.

6. **Insurance:** Purfresh Clean shall maintain with reputable insurance companies comprehensive liability insurance, including products liability, in a minimum amount equal to at least US one million dollars (\$1,000,000) for bodily injury and property damage liability that may arise under this agreement. Upon request, Purfresh Clean shall promptly provide to Customer certificates of insurance evidencing such insurance coverage.

7. **Ownership.** Each Purfresh Clean controller, equipment unit, or sensor shall at all times remain the sole and exclusive property of Purfresh Clean. The Customer shall not alter or remove any insignia, lettering, or numerals placed on any Purfresh Clean controller, equipment unit, or sensor.

8. **Delays.** Purfresh Clean shall not be liable for any delay or failure to perform due to any cause beyond the reasonable control and without the fault or negligence of Purfresh Clean, including but not limited to fire, flood, storm, earthquake, strike or other labor dispute, accident to machinery, war, riot, delay in transportation, or restriction imposed by governmental legislation, rule, regulation, order or agency.

9. **Governing Law:** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, United States of America.

10. **Dispute Resolution:** The parties shall work in good faith to resolve all claims and disputes arising out of or in connection with this Agreement no later than thirty (30) days after the parties are made aware of a claim or dispute. If the parties are unable to resolve the claim or dispute within thirty (30) days, the parties shall submit the claim or dispute to binding arbitration in San Francisco, California USA before a single arbitrator. The arbitration shall be conducted in accordance with the commercial arbitration rules of the JAMS dispute resolution service. Judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

11. **Waiver:** No failure or delay by either party in exercising any of its rights, powers or remedies under this Agreement will operate as a waiver of that or any other right, power or remedy.

12. **Represents and warrants of Anti-corruption:** Purfresh represents and warrants that Purfresh has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any government official or any other person of Customer in order to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment. Customer may terminate this Agreement if Purfresh breaches the above representations and warranties. In the event of termination, Purfresh shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Purfresh shall be liable for damages or remedies as provided by law. Further, Purfresh will indemnify and hold the Customer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Purfresh's failure to comply with its obligations under this Agreement