

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

23-192

SAP Number

Innovation and Technology Department

Department Contract Representative	Adrian Danczyk
Telephone Number	(909) 388-0534
Contractor	Easy Ice, LLC
Contractor Representative	Jessica Bridgman
Telephone Number	(913) 565-2470
Contract Term	March 14, 2023, through March 13, 2026
Original Contract Amount	Not-to-exceed \$28,000
Amendment Amount	N/A
Total Contract Amount	Not-to-exceed \$28,000
Cost Center	1200104020

Briefly describe the general nature of the contract: Approve Subscription Order Form and Subscription Terms and Conditions, including non-standard terms, with Easy Ice, LLC, for commercial grade ice machine equipment rental and related services, for an amount not to exceed \$28,000, for the period beginning March 14, 2023, through March 13, 2026, thereafter automatically renewing monthly until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*

Bonnie Uphold, Supervising Dep. County Counsel

Date 2-28-2023

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date



Subscription Order Form

Order #: Q-38201

Date: January 30, 2023

Initial Term: 36 Months

To: Adrian Danzcyk
San Bernardino County
670 East Gilbert Street
San Bernardino, CA 92405

Project: San Bernardino County
670 East Gilbert Street
San Bernardino, CA 92405

From: Jessica Bridgman
(913) 565-2470 Ext.
(913) 565-2470

jbridgman@easyice.com

Item #	Qty	Model/Description	Fee	Total Monthly Fee
1	1	300-600 MACHINE W/BIN - BUNDLES	\$225.50	\$225.50
2	1	KM-420MAJ - Ice maker, Crescent Cuber ice, Modular, Air-cooled, Up to 508 lbs of ice produced per 24 hours, Durable stainless steel exterior	\$0.00	\$0.00
3	1	B-500PF - Ice Storage Bin, Vinyl-Clad, Stores up to 500 lbs of ice, For top-mounted ice maker, top kits sold separately (See spec sheet for details)	\$0.00	\$0.00
4	1	Standard Wtr Filter - Cubers <1,000 lbs/day - Standard filtration system for cuber ice machines producing up to 1,000 lbs per 24 hours.	\$0.00	\$0.00
5	1	Setup Fee -	\$451.00	
One-Time Fee Subtotal:			\$451.00	
Tax:			\$0.00	
One-Time Fee Total:			\$451.00	
Monthly Fees Subtotal:				\$225.50
Tax:				\$0.00
Monthly Payment Total:				\$225.50

Customer acknowledges that final approval of Order is based on location meeting Site Survey Installation Standards.

Customer acknowledges service issues caused by Customer Location failing to meet Environmental Standards are not covered by the Standard Terms & Conditions and that the Customer will pay for those services on a time and material basis.

Additional Order Details:

This Order Form is subject to and governed by our Subscription Terms and Conditions attached hereto and incorporated herein by this reference. Customer agrees that, upon our written acceptance of this Order Form, this Order Form constitutes a binding order with respect to the products/services described in this Order Form and is non-cancellable, except to the extent otherwise expressly provided in the Subscription Terms and Conditions. This Order Form may be executed in multiple counterparts. Facsimile, electronic and/or scanned signatures are effective in all respects.

CUSTOMER:		EASY ICE:	
Signature:		Signature:	
Title:	Dawn Rowe	Title:	solutions specialist
Print name:	Chair, Board of Supervisors	Print name:	Jessica Bridgman
Date:	MAR 14 2023		

EASY ICE, LLC

Subscription Terms and Conditions

These Subscription Terms and Conditions (the "Subscription Terms") and the signed Subscription Order Form to which these Subscription Terms are attached or otherwise incorporated (the "Order Form", and together with the Subscription Terms, collectively, the "Agreement"), establish the entire agreement between Easy Ice, LLC, a Delaware limited liability company ("Easy Ice") and the customer named in the Order Form ("Customer") with respect to Easy Ice's rental of the Equipment, and provision of any other goods and/or services, to Customer under the Order Form.

WHEREAS, Easy Ice desires to make certain equipment available on-site at Customer's business location and provide certain services pursuant to the terms and conditions set forth herein below and Customer desires to enter into a subscription for such equipment and service from Easy Ice pursuant to the terms and conditions set forth herein below; NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

As of the Commencement Date set forth in the Order Form, Easy Ice hereby agrees to install at Customer's business location the equipment listed in the Order Form (collectively, the "Equipment").

1. The term of this Agreement shall commence as of the installation date of the Equipment ("Commencement Date") and shall continue for 36 months until terminated in accordance with the terms of Section 9 or 10 below. The Setup Fee defined in the Order Form which is non-refundable and includes all applicable taxes (sales, use, or similar taxes) shall be due and payable in advance of Equipment installation. Customer acknowledges that the tax rate may periodically change as determined by government entities.
2. When the Equipment is installed, the first month's pro-rated Subscription Payment, including all applicable taxes (sales, use, or similar taxes), shall be due and payable. The first month's pro-rated Subscription Payment amount will be calculated by multiplying the daily rate, calculated by dividing the Monthly Subscription Payment amount by 30, by the number of days the Customer has the benefit of the Equipment in the partial month. A Monthly Subscription Payment, which includes all applicable taxes (sales, use, or similar taxes), shall be due and payable by Customer as of the first day of each month while the Agreement continues. An approved Payment method will be established by Customer through a separately executed Payment Authorization Form.
3. Customer acknowledges that it will use the Equipment in a manner consistent with all federal, state, and local government agency guidelines and laws and that all employees will operate the equipment consistent with the equipment manufacturer's guidelines. Customer shall pay all applicable taxes with respect to income generated by its use of the Equipment and any applicable property tax for the Equipment.
4. Customer agrees that it will provide at its own expense water, electricity, drainage, and operating temperatures as specified by the equipment manufacturer. Customer acknowledges that ice production of Equipment will vary with operating temperature (i.e. lower output at higher air/water temperatures) and Customer accepts the equipment manufacturer's published production standards as acceptable performance of the ice making Equipment.
5. Customer hereby acknowledges and agrees that it shall take normal care of the Equipment as if it owned the Equipment, and it shall keep the Equipment's exterior clean, engage in weekly surface and bin cleanings, and keep the Equipment's air filter clean. Customer further agrees that it will not relocate the machine nor will it make or authorize anyone else to make repairs, alterations, or additions to the Equipment. If Customer requires Equipment to be moved for any reason (including temporary repositioning for soda fountain or other equipment cleaning/repair), Customer will pay Easy Ice to perform such work. Customer acknowledges and agrees that it shall pay Easy Ice for any expenses Easy Ice incurs to repair or replace Equipment that has been lost or damaged due to abusive or non-standard use, riot, crime, fire, flood, excessive heat, freezing temperatures, natural disaster, or other acts of God.
6. Easy Ice will install all Equipment, make all necessary connections, conduct two preventive maintenance service calls per year, and provide all service and parts (including replacement water filters) such that the installed Equipment performs according to the manufacturer's production standards under conditions of normal wear and tear at no additional expense to Customer provided Customer provides the conditions noted in Section 4 and grants Easy Ice access to the equipment during normal business hours. If it is determined that the performance issue is a result of the Customer's failure to provide the conditions described in Section 4 or operator error, or if it is determined the equipment is performing to the manufacturer's standards, the Customer will be responsible to pay Easy Ice for related service calls on a time and materials basis.

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7. If the Equipment fails to perform to the manufacturer's production standards due to normal wear and tear, upon proper notification, Easy Ice will either a) provide standard packaged ice in a quantity consistent with Equipment's production capacity (i.e. not flaked or cubelet ice) at no charge or b) reimburse Customer for the purchase of standard packaged ice provided Easy Ice issued written approval (via fax or email) for such reimbursement prior to Customer's purchase of ice, until the Equipment has been repaired or replaced provided the Customer has continuously provided the conditions noted in Section 4. If it is determined that the performance issue is a result of the Customer's failure to provide the conditions described in Section 4 or operator error, or if it is determined the equipment is performing to the manufacturer's standards, the Customer will be responsible to pay for the packaged ice based on the quantity delivered.
8. Customer hereby acknowledges and agrees that the Equipment is, and shall at all times during the term of this Agreement remain, the property of Easy Ice, and Easy Ice's employees and agents shall have the right to enter upon the premises of Customer where the Equipment is located to inspect and service the Equipment.

9. After completion of the initial 36-month term, either party may provide thirty (30) days' written notice to the other of its intention to terminate the Agreement, whereupon Easy Ice's employees and agents shall have the right at the end of the thirty (30) day notice period (or such earlier date as the parties shall agree) to enter upon the premises of Customer where the Equipment is located and remove such Equipment without additional permission of Customer.
10. In the event Customer fails for any reason to make any payments owed to Easy Ice when due, Customer hereby acknowledges and agrees the Agreement shall be deemed to have automatically terminated and that Easy Ice's employees and agents shall have the right to enter upon the premises of Customer where the Equipment is located and remove such Equipment without additional permission of Customer or necessity of any legal action. In the event that Easy Ice removes its Equipment from Customer's location due to nonpayment, and the initial 36-month term has been completed, this Subscription shall be deemed to have automatically terminated; and that Customer will owe Easy Ice payment for 30 days subscription from the date the equipment is removed. In the event that Easy Ice removes its Equipment from Customer's location due to non-payment or Customer's request, and the initial 36-month term has not been completed, the Customer will pay Easy Ice for all the remaining months' Subscription Payments within 30 days of removal of the Equipment. After such remaining Subscription Payments have been made, Subscription shall be deemed to have automatically terminated.
11. Subject to Easy Ice's obligations set forth in Sections 6 & 7, Customer acknowledges and agrees that Easy Ice is providing the Equipment "as is" and without any warranty. Easy Ice hereby disclaims all warranties with respect to the Equipment, whether express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Customer specifically acknowledges and agrees that Easy Ice shall not be responsible for any injury to anyone or damage to any property. In no event shall Easy Ice be liable for any direct, indirect, punitive, incidental, special, or consequential damages whatsoever arising out of or connected with the use or misuse of the Equipment or failure of the Equipment to perform as intended.
12. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.
13. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Customer shall not assign any of its rights nor delegate any of its obligations hereunder without the prior written consent of Easy Ice.
14. This Agreement may be modified or amended only by a separately signed Subscription Agreement Addendum.