

AGENDA REQUEST FORM

Agenda Item: Contract Renewal

Name of Person Submitting Request: Kelly Butts

Department: Cleveland County District Attorney's Office

Phone: (405) 573-1342

Date Requested: _____

Description of Agenda Item Including Purpose for Consideration by Board of County Commissioners (include type of motion requested).

Discussion, Consideration, and/or Action:

To approve the Standard Agreement between Cleveland County District Attorney and

Eureka Water Company for Bottled Water Service / Cooler Rentals in McClain County

Effective July 1, 2026 to June 30, 2027

Internal Use Only

Received By: _____

Acknowledge: _____

Date Assigned: _____

Applicant Notified: _____

Routine (Consent) Item: _____

Other Parties Notified:

EUREKA WATER COMPANY

729 S.W. 3rd - Oklahoma City, Oklahoma 73109 - (405) 235-8474 - www.ozarkah2o.com

Account # **067304**

Contract # **121368**

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Route 24-1	Tax Code NOTX	Qty 2	Water Type OZ DRINK	Special Price \$7.45 + Tax	Delivery S	Order Taken By KRISTY	Order Date 05/14/2026
Installation Instructions: CONTRACT RENEWAL 07/01/2026 - 06/30/2027 TAX EXEMPT \$10 REFUNDABLE BTLE DEP \$4.99 SERVICE CHARGE				Equipment: HC Mat: Any Shpe: Any			
Billing Address: MCCLAIN COUNTY D.A. PO# 20240133 121 N 2ND ST #212 PURCELL, OK 73080 Phone: (405) 573-1342 Contact: KELLY BUTTS				Tag # Set: 66076 Brand: HCCMW Delivery Address: MCCLAIN COUNTY D.A. PO# 20240133 121 N 2ND ST #212 PURCELL, OK 73080 Phone: (405) 527-6574 Contact:			

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Route Delivery Instructions:

Contract Renewal 07-01-26 to 06-30-27

Customer Credit Information:

Landlord: **Existing Customer**

Phone:

Address:

Cust Employer:

Phone:

Spouse:

Employer:

Phone:

Owner/Manager:

Home Phone:

Home Address:

Rental Terms: **RENTAL**

1. Customer agrees to pay as rent \$12.50 plus sales tax per month in the Company's offices. Failure by Customer to purchase a minimum of two (2) bottles of water for a six (6) week period will result in the monthly rental charge being increased by \$5.00 and a minimum \$65.00 charge for any service or repair call.
2. This lease agreement is for a period of 1 months.

How Did You Hear of Eureka?

CONTRACT RENEWAL 07/01/2026 - 06/30/2027

EQUIPMENT AGREEMENT

The following **LEASE AGREEMENT** is made this day by and between Eureka Water Company, hereinafter called the Company and above named hereinafter called the Customer.

Lease Agreement

The Company hereby agrees to lease the above listed water cooler/dispensing equipment for use by Customer at the Customer's address shown.

See Rental Terms above. Customer understands this rental fee is **NOT A DEPOSIT** and is **NOT REFUNDABLE** and is **NOT APPLIED TOWARD PURCHASE**. Subsequent payments are due monthly (or as specified above) in advance thereafter. The term of this lease shall commence on the date of installation and shall extend from year-to-year until terminated by written notice given by either party not less than 30 days prior to the desired cancellation date. Termination before end of initial term will subject customer to a charge equal to the remainder of months of rent for said initial term of this agreement.

The Company shall at all times keep the above listed equipment in good working condition, provided notice of failure of the equipment is given by the Customer. The Company shall not be held liable for damages caused by the overflow or leaking of the bottle water cooler, coffee brewer or damaged water bottle. We do not recommend the equipment or water bottles to be placed on any type of wood flooring due to the possibility of water damage that could occur in the event of a leak or overflow. Customer agrees to keep the equipment clean and to use only water or coffee purchased from Eureka Water Company in the equipment listed above.

Title to the equipment, with right of immediate possession, is to remain in the Company, and Customer hereby agrees never to move this equipment from the premises herein described without prior written consent from the Company.

General Terms

Should Customer default in payment when due, the Company shall terminate this Agreement without notice and may enter Customer's premises without liability of any kind and re-take possession of the equipment described above.

Customer agrees to indemnify the Company for any liability resulting from the use of said equipment by Customer. Customer further agrees to pay a reasonable attorney's fee for any action taken as a result of any breach of this agreement.

On all payments in arrears 10 days or more, Customer shall pay a late charge of 1.5% per month on the delinquent amount.

It is hereby agreed and understood that this contract constitutes the entire agreement between the parties with respect to the lease/purchase of the equipment described above, and no other agreement, unless in writing, dated and signed by both parties, shall limit or qualify its terms.

ACCEPTANCE: I am the Customer or authorized by the Customer to accept the terms of this agreement and have received the above listed items.

Accepted By: *[Signature]*

Set By: _____

Title: *District Attorney*

Date Set: *6/18/26*