



**JACKSON COUNTY SCHOOL
DISTRICT
CENTRAL OFFICE HVAC
4700 COLONEL VICKREY RD
VANCLEAVE, MS, 39565**

The Chem-Aqua Water Treatment Program is an important step in achieving efficient operation and extending the useful life of valuable cooling and heating equipment.

By this AGREEMENT JACKSON COUNTY SCHOOL DISTRICT (hereinafter referred to as "Customer") agrees to purchase and Chem-Aqua, Inc. (hereinafter referred to as "Chem-Aqua"), agrees to provide a professional Water Treatment Program for the SYSTEM(S) for an total cost of \$17,149.92 to be paid for in 12 equal billings of \$1,429.16 each.

The term of this AGREEMENT shall be for 12 months starting 8/1/2025 and ending 7/31/2026. This price quotation includes product, service, equipment and freight; but does not include any taxes or handling fees that may be applicable.

Chem-Aqua will have a representative call on Customer and provide directions for the initial application of the treatment chemicals. Thereafter, a representative will visit Customer as agreed upon to check the systems, collect water samples, and test the treated waters. A written report documenting the results of the service visits and any recommendations will be provided to the designated personnel of customer.

Customer agrees to follow the recommendations provided by Chem-Aqua on the water treatment program and to maintain the necessary feed and control devices to insure proper application and functioning of the water treatment chemicals. Customer will purchase or otherwise provide and install the required equipment. Chem-Aqua will provide assistance for the installation if requested by Customer.

Customer agrees to permit Chem-Aqua reasonable access to its premises and the system to allow Chem-Aqua personnel to perform their services.

Customer agrees to perform routine cleaning of the systems covered in this agreement.

Customer agrees to perform maintenance and repairs of equipment as recommended by equipment manufacturer or mechanical contractor. If repairs to the system are required to permit Chem-Aqua's products to effectively protect Customer's equipment, Customer agrees to cause such repairs to be made at its expense. Customer agrees to inform Chem-Aqua of modifications to the system or any design elements in the system such as dead legs that would affect the flow of water through the equipment.

Chem-Aqua's treatment of biological growth is for the purpose of reducing the risk of that growth causing damage to the equipment, or otherwise interfering with the operation of the system, and is not meant to protect against health risks from exposure to biological growth.

This contract does not include Legionella risk assessments or a Legionella risk management program. Chem-Aqua is providing the services described in this agreement only, and no services relating to Legionella Risk Management beyond normal minimization of biological fouling.

Chem-Aqua has no responsibility for damages to the system or conditions such as scale or corrosion, which existed prior to the start of the Water Treatment Program, or for damages due to customer's failure to properly operate, maintain or repair equipment. Chem-Aqua is not responsible for damages due to Customer's failure to implement recommendations made by Chem-Aqua. Neither party shall be liable for any consequential, indirect, or incidental losses

of any type, including lost profits, loss of business, loss of use, or loss of data.

This AGREEMENT is effective as of the date it is signed and shall remain in effect until cancelled by either party submitting a thirty (30) day written notice of cancellation. Customer will be responsible for payment of all products/equipment shipped and services rendered prior to cancellation of program. Upon cancellation, Customer must return all Chem-Aqua supplied equipment (which has not been separately purchased.) After the initial twelve (12) months, and if business conditions warrant, Chem-Aqua may implement a general price increase to Customer, which will be reflected on the next invoice to Customer.

AGREED TO on this day of , 20

By: 
(Chem-Aqua Representative)

By: _____
(Customer Representative)

Chem-Aqua Representative Name (Print) Customer Representative Name (Print) Chem-Aqua, Inc.
P.O. Box 152170
Irving, TX 75015-2170
1-866-209-3373

The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "A" is hereby incorporated into the Agreement between the parties. _____ Chem-Aqua, Inc.

Exhibit "A"

JACKSON COUNTY SCHOOL DISTRICT
CONTRACT ADDENDUM

The Jackson County School District is a political subdivision of the State of Mississippi and as such is restricted from entering into contracts and/or agreements with provisions contrary to or prohibited by Mississippi Law.

Now, therefore, in consideration of the mutual benefit to both parties, the undersigned contracting party, Chem-Aqua, Inc., an NCH Company, does hereby agree and covenant that each provision and/or paragraph of the Agreement between Chem-Aqua and the Jackson County School District for a professional Water Treatment Program covering the period of time starting 08/01/2025 and ending 07/31/2026, and any other document and/or documents and/or terms and provisions made a part of and/or incorporated into the agreement between the parties are hereby modified and amended where necessary and applicable and to the extent necessary to conform to and comply with Mississippi Law applicable to school districts and political subdivisions of the State as set forth in the Mississippi Code of 1972, as amended, and as interpreted by the Attorney General of the State of Mississippi and the Mississippi Supreme Court.

Chem-Aqua, Inc., an NCH Company:

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

(DATE)

(DATE)