

FACILITY SOLUTIONS DISPENSER LOAN AGREEMENT

This Dispenser Loan Agreement (“Agreement”) is effective as of April 26, 2017 (“Effective Date”), by and between Paseo Master Homeowners Association (“Customer”) and Staples Contract & Commercial, Inc., operating as Staples Business Advantage (“Supplier”).

1. Scope. This Agreement governs the loan of dispensers (“Equipment”), and the provision of related products and services, to Customer by Supplier. All purchase orders for such Equipment, products, and services shall be governed only by the terms and conditions of this Agreement, unless otherwise mutually agreed upon in writing by both parties.
2. Term. This Agreement shall commence as of the Effective Date, and shall extend for 2 years (“Initial Term”). Upon expiration of the Initial Term, this Agreement shall continue on a month-to-month basis unless terminated by either party in accordance with the terms herein (together with the Initial Term, the “Term”).
3. Termination and Return of Equipment. Either party may terminate this Agreement upon not less than thirty (30) calendar days’ written notice to the other party. Upon expiration or termination of this Agreement, Customer shall promptly pay any unpaid amounts due to Supplier under this Agreement. Supplier reserves the right to remove the Equipment from Customer’s premises or require Customer to return the Equipment, at Supplier’s sole option.
4. Equipment Use and Ownership. The parties acknowledge that the Equipment is the sole property of Supplier. Supplier agrees to loan the Equipment to Customer at no charge during the Term of this Agreement, provided that such Equipment may only be used with consumable products sold to Customer by Supplier. In the event Customer uses the Equipment to dispense products provided by a third party, Supplier reserves the right to immediately remove the Equipment and/or charge Customer a recovery fee as set forth in Exhibit A (“Recovery Fee”). The Equipment shall not be removed from the Customer Locations (defined below) without Supplier’s prior written consent.
5. Installation Services. Customer authorizes Supplier to install the Equipment at the Customer locations as may be agreed to in writing by the parties (the “Customer Locations”). Supplier and/or its agent will remove existing Equipment and mount new Equipment according to ADA guidelines. Supplier will use its best efforts to mount new Equipment over the footprint of existing Equipment. Supplier will use # 10 wall anchors and screws. Any additional requirements must be approved in writing by Supplier prior to installing the Equipment. If Customer or its agent installs the Equipment resulting in damage to the Equipment, Supplier reserves the right to charge Customer a Recovery Fee.
6. Pricing, Invoicing and Payment Terms. Supplier shall invoice Customer by monthly summary billing for products purchased hereunder. In the event a Customer Location fails to make payment, Customer shall be responsible for the payment for that particular Customer Location. Customer will remit all invoice payments, including all taxes on its product purchases, to Supplier within ten (10) calendar days from receipt of a consolidated invoice, or net thirty (30) calendar days for any daily or weekly invoices regardless of the method of ordering. Customer shall comply with all credit requirements of Supplier throughout the Term. In the event Customer fails to meet Supplier’s credit requirements or fails to make payments at any time during the Term, Supplier reserves the right to refuse to provide the products, remove Equipment and/or charge a Recovery Fee.
7. Standard Delivery and Return of Products. Supplier shall use commercially reasonable efforts to ship products ordered by Customer before 4:00 p.m. local time within one (1) business day after acceptance of an order, except for special order or backordered products. Supplier will accept returns in accordance with the

terms and conditions of Supplier's then-current return policy posted on www.staplesadvantage.com (a copy of which shall be made available to Customer upon request).

8. Title; Risk of Loss; Warranty. Title and risk of loss in connection with the products shall pass to Customer at the time the products are delivered to Customer. Supplier warrants that it will provide Customer with pass-through of all manufacturers' warranties for all products sold to Customer in lieu of any other express or implied warranties from Supplier. Supplier warrants that the services will be performed in a professional manner in accordance with prevailing industry standards. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND/OR NON-INFRINGEMENT.
9. Customer Representations.
 - 9.1. Customer shall follow all instructions provided by the manufacturer and/or Supplier relating to use of the Equipment. Supplier shall not be liable for any damages resulting from Customer's breach of this Section 9.1.
 - 9.2. Customer shall pay Supplier for repairs, damages or destruction of the Equipment caused by: (i) Customer's misuse or negligence; (ii) repair or alteration of the Equipment by unauthorized persons; (iii) relocation of the Equipment from the original site of installation; or (iv) other catastrophe, loss or damage due to theft or causes beyond Supplier's control.
 - 9.3. Customer shall follow all instructions provided by Supplier relating to use, dilution, or installation of the products; and (ii) use and dispose of the products in accordance with all applicable state, county, local and federal laws and regulations, including environmental rules and regulations. Customer's breach of this Section shall void any and all product warranties and Supplier shall not be liable for any damages resulting from Customer's breach of this Section 9.3.
 - 9.4. Customer shall permit Supplier and its employees, subcontractors and agents reasonable access to its premises and the Equipment in connection with Supplier's rights and obligations hereunder.
10. Indemnity. Customer shall defend, hold harmless, and indemnify Supplier, and its officers, directors, employees, and agents (collectively "Indemnified Party") from and against all third-party claims, damages, or causes of action brought or asserted against an Indemnified Party arising out of or related to the gross negligence or willful misconduct of Customer, or any breach of any representation, warranty, or obligation of Customer.
11. Limitation of Liability. Neither party shall be liable for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. The foregoing limitations shall not apply to or in any way limit the indemnification or confidentiality obligations hereunder.
12. Force Majeure. Neither party shall be liable for any delay in or impairment of performance resulting in whole or in part from any unforeseen circumstances or causes beyond its control, excluding payment obligations.
13. Confidentiality. The parties agree not to disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, such confidential information includes, but is not limited to, pricing, cost and supplier data, purchasing patterns, customer information, and financial information, whether or not marked or labeled as confidential. In addition, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to this Agreement.
14. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, provided however that Supplier may assign this Agreement to any affiliate of Supplier.

15. Governing Law. The provisions herein shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

16. Miscellaneous. This Agreement contains the entire agreement between the parties as it specifically pertains to the subject matter contained herein. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. All purchase orders submitted to Supplier for products shall be governed by the terms herein, and in the event of any conflict, this Agreement shall supersede. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion. Unless otherwise provided herein, the rights and obligations of any party which by their nature extend beyond the expiration or termination of this Agreement shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

17. Additional Provisions. Supplier reserves the right not to sell any product below its purchase order cost. Additional provisions to this Agreement, if any, are included on Exhibit A attached hereto.

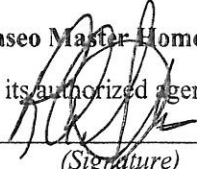
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, and do each hereby warrant and represent that its respective signatory has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

[Paseo Master Homeowners Association]

STAPLES CONTRACT & COMMERCIAL, INC.

By its authorized agent:

By its authorized agent:



(Signature)

(Signature)

Name: R. A. Stein

Name: Brad Cholette

Title: President Paseo HOA

Title: Area Sales Manager

Address for Notices:

Paseo Master Homeowners Assoc.
11611 PASEO GRANDE BLVD
Fort Myers, FL, 33912
ATTN: Greg Haith
Telephone: (239) 834-6301
Email: ghaithg1191@gmail.com

Address for Notices:

Staples Contract & Commercial, Inc.
500 Staples Drive
Framingham, MA 01702
ATTN: Brad Cholette
Telephone: 407-475-4468
Email: brad.cholette@staples.com
with a copy to: General Counsel

EXHIBIT A

Dispenser Information

Quantity	Product Number and Description	Loan rate	Recovery Fee
17	Staples Item # 2112636 Georgia-Pacific Pacific Blue Ultra™ Automated Paper Towel Dispenser, Black	\$0.00	\$39.99
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	

Dispenser Installation Questionnaire

Install location's address: 11611 Paseo Grande Blvd. Ft Myers Fl.
33912 _____

Are there existing dispensers to be removed?

Yes

Can we dispose of old dispensers and cardboard into customers trash/recycling?

Yes

What are the hours of operation?

7:00am to 5:00pm

Are there any hours we cannot install during (i.e. lunch)?

After 5:00pm

What type of surface will the dispensers be mounted to - drywall, tile, etc?

Drywall

Will this install require carrying products upstairs, no elevator?

No

Is a floor plan available for the installers, i.e. Emergency Exit plan?

Yes

Is a Certificate of Insurance required? If yes, please add building management contact.

Patricia Baker GM (pbaker@kwpmc.com)

(239) 834-6301

Is this new construction? If yes, please add General Contractor's info.

No

Does the install require Union labor?

No

Can we contact the customer with any questions?

Yes

Does the customer have additional dress attire requirements, such as steel toe boots, no shorts, etc.?

No, just neat with shirts tucked in.

Are any unique Government, Military, building, or other security access or credentials required?

No, installer will be given access to all necessary areas