



# Partnership Terms and Conditions

*Please read these terms and conditions (terms and conditions) carefully before agreeing to the EHS Water Dispenser Placement (service) operated by Eye Homes Solutions.*

## **1. Agreement Overview**

This Terms and Conditions Agreement ("Agreement") sets forth the terms under which EHS Water ("Provider") will install and maintain a water dispenser vending machine ("Machine") at the Partner's ("Business Owner") commercial location ("Premises"). By accepting placement of the Machine, the Business Owner agrees to the terms outlined below.

## **2. Machine Placement and Installation**

- EHS Water will install the Machine at the Business Owner's Premises at no cost.
- Placement of the Machine will be mutually agreed upon to ensure accessibility and convenience for customers.
- The Provider reserves the right to determine the suitability of a location before installation.

## **3. Compensation and Revenue Sharing**

- The Machine will dispense purified water at a rate of CAD \$3.99 per 5-gallon refill.
- The Business Owner will receive a 25% commission per transaction, equivalent to CAD \$1.00 per refill.
- Payouts will be processed on a monthly basis via direct deposit or cheque.
- Business Owners will be provided with monthly sales reports detailing transaction volumes.

## **4. Maintenance and Service**

- EHS Water will handle all maintenance, repairs, and servicing of the Machine at no cost to the Business Owner.
- In the event of a malfunction, the Provider will respond within 48 hours of notification.
- Routine servicing, including filter replacement and system checks, will be performed by the Provider.

## **5. Business Owner's Responsibilities**

- The Business Owner agrees to keep the Machine in a designated location and ensure accessibility for customers.
- The Business Owner shall not tamper with, relocate, or modify the Machine without prior written consent from the Provider.
- The Business Owner agrees to notify the Provider immediately in case of any technical issues or damages.

## **6. Advertising and Promotion**

- EHS Water will provide promotional materials (such as posters and flyers) to support customer awareness.
- The Provider may conduct local advertising campaigns to drive traffic to participating locations.

## **7. No Contract or Long-Term Obligation**

- This Agreement does not bind the Business Owner to any long-term commitment.
- The Business Owner or the Provider may terminate this Agreement at any time with a 30-day written notice.
- If terminated, the Provider will remove the Machine at no cost to the Business Owner.

## **8. Liability and Indemnification**

- The Provider assumes full liability for the functionality and safety of the Machine.
- The Business Owner is not responsible for damages or malfunctions related to normal use of the Machine.
- Both parties agree to indemnify and hold each other harmless from any claims arising from negligence or misconduct.

## **9. Governing Law**

- This Agreement shall be governed by and construed in accordance with the laws of the province in which the Premises is located.

## **10. Agreement Acknowledgment**

By accepting the placement of the EHS Water Dispenser, the Business Owner agrees to the terms outlined in this Agreement.