

November 14, 2018

The Quality Companies
D/B/A perQa Coffee Services
1491 Quality Way
Tallahassee, Florida 32303

RE: Sole Use and Equipment Agreement

To Whom It May Concern:

Pursuant to section 4 of our Sole Use and Equipment Agreement, Florida Housing is submitting our notice of intent to terminate the contract, to be effective on Friday, December 14, 2018.

Please do not hesitate to contact Michael Norman, Facility Coordinator, at (850) 488-4197 or via e-mail at Michael.Norman@floridahousing.org if you have any questions.

Sincerely,



Hugh R. Brown
General Counsel

JAM/hrb

Rick Scott, Governor

Board of Directors: Ray Dubuque, Chairman • Ron Lieberman, Vice Chairman
Natacha Bastian • Renier Diaz de la Portilla • LaTasha Green-Cobb • Creston Leifried • Bernard "Barney" Smith • Mario Facella
Julie Dennis, Florida Department of Economic Opportunity

Harold "Trey" Price, Executive Director

**The Quality Companies
D.B.A. perQs Coffee Service
1491 Quality Way
Tallahassee, FL 32303**

SOLE USE AND EQUIPMENT AGREEMENT

This agreement is executed between the undersigned ("Customer") and perQs Coffee Service ("perQs") dated 3/17/14 (the "Agreement"). The provisions on page two are an integral part of this Agreement.

Customer agrees that any Equipment described on any placement or return invoices executed between the Customer and perQs is covered by this Agreement. Customer further agrees that all Equipment will at all times remain the sole property of, and be wholly owned by, perQs. The Equipment is identified by perQs inventory tags and/or perQs internal documentation regarding the placement and return of equipment.

In consideration of the use of the Equipment according to the terms of the Agreement, Customer shall pay perQs \$120.00 total for four (4) water coolers, payable on the first of each month in advance.

Florida Housing Finance Corporation

Name of Business

227 N. Bronough, Ste., 5000, TLH, FL 32301

Address

Steve Auger, Executive Director

Print Name / Title

perQs Coffee Service

By: Kevin Edwards

Title: VP

(850) 488.4197

Phone Number

Signature



The Customer and perQs Coffee Service hereby agree as follows:

1. Use of Equipment. Customer requests that perQs provide, from time to time, coffee equipment for use in Customer's business at one or more locations (the "Equipment"). All Equipment provided to the Customer by perQs shall be governed by the terms of this Agreement. All Equipment subject to this Agreement shall be identified either on a standard form of placement invoice or return invoice used by perQs, or on schedules to this Agreement in the form of Exhibit A; provided, however, that perQs rights to the Equipment under this Agreement shall not be affected by any inaccuracy or omission contained in any invoice or supplement.
2. Title to the Equipment. The Equipment provided to Customer under this Agreement is, and will at all times during the term of this Agreement remain, the sole and exclusive property of perQs, and Customer will have no right, title, or interest in or to the Equipment, except the right to the use of the Equipment in the regular course of its business as provided in this Agreement. Customer will not transfer, rent, lease, sell, hypothecate, mortgage, license, or assign or in any other way deal with or encumber or dispose of any or all of the Equipment, and Customer will keep the Equipment free and clear of all liens, claims, security interest and encumbrances of any type.
3. Terms of Use. In consideration of the use of the Equipment, the Customer and perQs agree as follows:
 - a) perQs Coffee Service will install, maintain, and repair the Equipment at perQs expense.
 - b) Customer will use the Equipment only for the preparation or sale of products supplied by perQs. Customer further agrees to use and operate the Equipment properly.
 - c) Customer will not move, alter, dismantle, modify, or repair any of the Equipment without prior written approval from perQs Coffee Service.
4. Termination. Either perQs or the Customer may terminate this Agreement upon 30 days written notice. perQs reserves the right to terminate the Agreement upon shorter notice if perQs determines that there is a reasonable possibility that any Equipment will suffer damage during the course of the 30 days or if perQs deems itself insecure with respect to the safety or title to the Equipment.
5. Change of Control. If there is a change in the controlling interest of the Customer, whether by merger, acquisition, bankruptcy, or otherwise, perQs may terminate this Agreement at its sole discretion by providing written notice to the Customer of the termination.
6. Payables to perQs. Customer hereby agrees that any rights it may possess to use the Equipment is expressly conditioned on the current payment of all payables to perQs pursuant to the terms and conditions agreed to in advance between perQs and the Customer. Any delinquencies in these payments shall authorize perQs to immediately terminate the Agreement in its sole discretion and remove the Equipment.
7. Indemnity. Customer will indemnify, defend and hold harmless perQs and perQs officers, employees, directors, affiliates, successors, and assigns against any and all claims, actions, suits, proceedings, demands, damages, and liabilities of whatever nature, and all costs and expenses (including, but not limited to, reasonable attorney's fees), arising out of (a) the possession, use or operation of the Equipment or any portion thereof; (b) damage to any Equipment because of fire, flood, or other casualty; or (c) any act or omission of Customer, including without limitation, any loss or damage to or sustained by perQs as a consequence or arising out of mistreatment of any Equipment or Customer's other failure to comply with all the terms and conditions of this Agreement; excepting only to the degree such claims are the result of perQs gross negligence or willful acts.
8. Insurance. Customer asserts that it currently maintains general liability insurance and names perQs as additional insured and waives all rights of subrogation. Customer also maintains property insurance covering such equipment.
9. Right of Entry. Customer grants to perQs the right to enter the premises where the Equipment is located during normal business hours and upon reasonable notice to inspect the Equipment and/or, in the event of the termination of this Agreement, to remove the Equipment, without the necessity of any previous notice of its intention to do so. The Customer consents to the removal of the Equipment and releases and discharges perQs, its agents and/or employees from any liability of any kind for damages resulting from the removal.
10. No Warranties. perQs makes no warranties, express or implied, as to any matter whatsoever, including the condition of the Equipment, its merchantability or its fitness for any particular purpose.
11. Non Assignability. Customer shall not assign, transfer, pledge, or encumber this Agreement or any rights herein.
12. Due Authorization. Customer represents and warrants that the individual signatory of this Agreement (and all placement invoices, return invoices and other schedules hereto) is authorized to execute the Agreement on behalf of Customer; and that, upon execution, the Agreement (and all placement invoices, return invoices and other schedules hereto) will become a binding obligation of Customer. Customer acknowledges that perQs may rely on the signature of any officer, manager, or assistant manager in connection with the execution of any placement invoice, return invoice and other schedule.
13. Entire Agreement. This Agreement, along with the Exhibit A hereto (as supplemented from time to time by placement invoices, return invoices, and other schedules), constitutes the entire agreement of the parties with respect to the subject matter hereof, and any prior agreements between the parties are superseded hereby.

initial: SPH