

# AGI International Inc.

## Water & Chemical Management

October 23, 2019

Jorge Hernandez LCAM  
Greenwich Condominium  
1470 NE 123<sup>rd</sup> Street  
N. Miami, Fl. 33161  
305-895-0191  
[GreenwichManager@Outlook.com](mailto:GreenwichManager@Outlook.com)

Re: AGI water treatment proposal.

It was a pleasure to meet with you to discuss your cooling systems water treatment. We inspected the cooling systems, the feed and control equipment, the cooling tower and tested the condenser tower water. The following information was gathered during our survey and inspection of your cooling systems.

1. The conductivity of the condenser tower water is at 1630. AGI is able to increase the conductivity to 1800 reducing the bleed and the water consumption at the cooling tower.
2. The present treatment program is not controlling scale and algae at the cooling tower. AGI will maintain the proper treatment levels to assure the proper scale and biological protection. Once the tower is cleaned AGI will guarantee that the tower will stay clean with our treatment program.
3. We did notice a spray mist coming out of the inner tower fill that should be repaired. When we clean the tower we will look at that area to see if we are able to fix that separation.

AGI will provide a Total Water and Chemical Management Program to maintain your cooling systems clean and free of deposits. Our chemical treatment programs are designed to prevent scale, corrosion and biological growth like algae and slime in your cooling system.

AGI will provide all the needed cooling water treatment chemicals for the cooling systems including an all organic scale and corrosion inhibitor and a dual biocide program. Our monthly service will include a thorough inspection and testing of the cooling systems, including a detailed report outlining the test results and work performed. We will provide a full service program taking a responsible and professional approach to your systems.

**Your investment in a Total Water and Chemical Management Program for your facility is \$430.00 per month plus tax.**

This will include all of the water treatment chemicals, monthly service and equipment.

Please do not hesitate to call me if you have any questions.

Sincerely,

Manny Ferro  
AGI International Inc.

# AGI International Inc.

## Water & Chemical Management

### AGREEMENT FOR WATER TREATMENT SERVICES

This Water Treatment Agreement, hereinafter referred to as the "Agreement," is made and entered as of **November 1, 2019** between AGI International Inc., from now on referred to as the "Supplier" and the Customer listed below and from now on referred to as the "Customer".

**CUSTOMER BILL TO:**

Greenwich Condominium  
1470 NE 123<sup>rd</sup> Street  
N. Miami, Fl. 33161

**CUSTOMER SHIP TO:**

Same

**Customer agrees to pay AGI International Inc. \$430.00 per month plus tax.**

The term of this Agreement shall be one year from the date it is executed and shall automatically renew for successive one year periods unless otherwise revised or terminated by either the Customer or Supplier with a 30 day written notice.

The purpose of this Agreement is to state the terms and conditions under which the Supplier will provide and Customer will receive Goods and Services related to water treatment programs for the Customer's equipment located at above listed address and where the equipment is to be serviced, which shall be described specifically in relevant purchase orders and proposals made pursuant hereto.

**Goods and Services Provided by AGI International Inc.**

Supplier agrees to provide the following goods and services to the Customer:

The services listed will be accomplished by the Supplier through:

1. Monthly sampling and testing of the water in the systems subject to this service agreement.
2. Informing the Customer of the test results on a timely basis.
3. Provide a treatment program designed to control any harmful bacteria or adverse chemical imbalance in the water, and the program is hereby incorporated and made part of this agreement.
4. Introduce the biocides and chemicals into the cooling towers in accordance with the treatment program.
5. Deliver and install the necessary biocides and chemicals to the Customer's premises to adequately administer the water treatment program.
6. AGI agrees to provide a Water & Chemical Management Program to include water treatment chemicals, monthly services, analytical water testing, and recommendations.

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S.Z.

# AGI International Inc.

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### Customer's Duties or Responsibilities

The Customer agrees to the following

1. Allow the Supplier all reasonable access to the equipment to sample the water and to administer the water treatment program.
2. Report any change in condition of Customer's operations or equipment that could affect the quality or quantity of water used in the various pieces of equipment. This includes increased water usage or process leaks.
3. Comply with all portions of the water treatment program which requires the Customer's participation; including recommendations provided by Supplier in their site visit or service reports.
4. Customer will perform minimum of once a year routine cleaning of cooling towers to minimize the accumulation of silt, dirt, contaminants and deposits.
5. Customer will perform recommended maintenance and repairs on equipment as recommended by manufacture or mechanical contractor to maintain equipment in optimum operating parameters and to prevent excessive water loss.
6. Customer agrees that the ultimate success of the water treatment program is dependent on the participation and testing of our program by the customer. Routine monitoring of the water treatment equipment is necessary to prevent water treatment related issues such as scaling and corrosion. Customer will perform daily water treatment testing.
7. Supplier will provide test kits and training for the Customer to monitor the treatment program.
8. AGI will not be held liable for conditions such as scale or corrosion which existed prior to the application of the AGI chemical treatment program or for failure to properly operate or maintain the equipment.

### Standard of Performance

The Customer and Supplier agree that the ultimate success of any agreement and treatment program provided by the Supplier to the Customer is dependent on diligent application of the program in full accordance with the recommendations made by the Supplier. The Supplier shall not bear any liability or responsibility for any failure caused in whole or part by the Customer's lack of diligence or failure to follow the Supplier's recommendations. Neither shall the Supplier be liable for any failure or delay in providing its program as a result of any act or circumstance beyond its control. The treatment program recommended by the Supplier is based on the operating conditions at the time this agreement was entered into. The Customer acknowledges that it is obligated to provide accurate information to the Supplier

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# AGI International Inc.

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The Supplier realize these observations, equipment and conditions are subject to change if the Customer's operating or equipment conditions are altered or changed in any way, however it is imperative that the Customer informs the Supplier of any changes in equipment or water usage. Any change to the treatment program for servicing new equipment or alternative sources of water, must be agreed to in writing. Failure of the Customer to follow the water treatment program or cooperate with the Supplier constitutes a waiver of any warranty provided by the Supplier.

The Customer agrees not to hold the Supplier responsible for any hidden or latent on-going damage to the equipment or systems caused by the work or treatment of unrelated water treaters who have provide water treatment or services prior to the commencement of this agreement or after this agreement concludes.

The Supplier agrees to protect the property of the Customer while performing the water treatment services described herein, and agrees to maintain liability insurance coverage and any other typical and reasonable insurance coverage required by the Customer.

### EQUIPMENT TO BE MAINTAINED AND FURNISHED BY AGI

Customer owns the feed and control equipment.

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In the event of any default under the terms of this Agreement, Customer agrees to pay all costs of collection and attorney's fees.

### SYSTEMS COVERED

Cooling Systems Open and Closed Loop

### SERVICE FREQUENCY

Monthly

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**Customer agrees to pay AGI International Inc. \$430.00 per month plus tax.**

In the event of any default under the terms of this Agreement, Customer agrees to pay all costs of collection and attorney's fees. Invoices not paid within 30 days of the due date are subject to a 10% monthly finance charge.

This agreement is accepted and approved by the following persons on behalf of their companies and or associations on the date signed below.

  
Customer Signature

12.4.2019  
Date

Stefan Zak  
Print Name

12.4.2019  
Date