



**INTERMOUNTAIN
SOFT WATER**

Customer Support: (800) 454-3429

220 South 1060 West, Lindon, UT 84062

www.intermountainsoftwater.com

TERMS AND CONDITIONS

1. **ISW RESPONSIBILITIES.** ISW shall furnish all labor and materials necessary to install the water system (hereinafter "System"). In the event of a lease, ISW shall provide repairs necessary to keep the System in good operating condition including labor and material. Such service does not include furnishing salt, Pur-Gard, nor repairs or replacement necessitated by the Customer's neglect, abuse or wrongful act or any other cause not reasonably within the power of ISW to prevent or control. Such service does not include the cost of service calls by ISW, at the request of Customer, where there is no actual malfunction of the System.
2. **CUSTOMER RESPONSIBILITIES.** Customer will protect the System from all physical damage and abuse. Customer will maintain a regulated inlet water pressure of no less than 40psi and no more than 75psi static. Customer must notify ISW promptly of any suspected System malfunction. Customer will allow ISW access to the premises to maintain, repair or remove the System as required by ISW. Customer will furnish an unswitched, surge protected power supply to the System. Customer will add salt and Pur-Gard to the system brine tank as necessary. Customer shall not make any modification, alteration or repair to System without the express written authorization of ISW. Customer shall not remove any stickers, tags, labels or decals from the System. In the event of service, Customer is responsible to check all equipment and areas of service for the forty-eight (48) hour period immediately following the time in which the work is performed. ISW is not liable for any and all leaks and related damage (even if due to the negligence or inaction of ISW) if Customer fails to notify ISW within forty-eight (48) hours after work is performed.
3. **IN-HOME SOLICITATION SALES.** Customer may cancel a Bill of Sale at any time prior to midnight of the third business day after the date of the transaction or receipt of the product, whichever is later.
4. **SERVICE SATISFACTION GUARANTEE.** If Customer's System is not working better after the immediately preceding service visit, or if Customer would like to update their System, the entire cost of said service visit will be applied toward repair, rebuild, or replacement options, if claimed within thirty (30) calendar days. All sales are final.
5. **ASSIGNMENT.** In the event of a lease, Customer may assign their interest in said lease to a new owner of the premises provided such new owner is acceptable to ISW and agrees in writing to be bound by said lease. In such event, Customer shall not be required to pay a termination fee. ISW may assign their interest in this lease, and upon receipt by Customer of written notice of any such assignment, the Customer shall abide thereby and make payments as directed therein.
6. **TERMINATION & RENEWAL.** Once the initial term of a lease concludes, the lease shall automatically convert to a month-to-month lease, governed by the same terms and conditions, until either party provides at least thirty (30) days advanced written notice of termination. ISW is granted the right to enter Customer's premises at any time for the purpose of removing the System at the termination of a lease. If ISW is prevented for any reason whatsoever from removing the System from Customer's premises at the termination of this lease or upon Customer's default, then the Customer will pay ISW for the full replacement of the System.
7. **TITLE TO WATER SYSTEM.** In the event of a Lease, title to the System is and shall remain in ISW, its successor or assigns. The System shall not be considered a fixture or become a permanent part of any building or real estate. Customer shall keep the System free of all liens, levies or encumbrances and shall pay all taxes which may be imposed upon the possession or use thereof. In the event of purchase, title to the System is and shall remain in the Customer.
8. **LOCATION.** The system shall be installed in the Customer's residence in a location designated by the Customer and shall not be removed from such location without ISW's consent. If the Customer desires to move the System, the Customer shall pay the cost of all labor and material required for such move.
9. **DEFAULT.** Customer agrees to pay all monies owed before terminating this contract. If Customer fails to make payment within fifteen (15) days after due, or if any bankruptcy or insolvency proceedings are commenced by or against Customer, or if Customer breaches any of the terms of a lease, ISW may terminate any associated lease and take possession of the System wherever it may be located, with or without demand or notice, and for such purposes may enter upon any premises where the System may be located and remove it from such premises without liability for trespass or incidental damage(s). If Customer has not paid all monies owed (rent and termination cost), Customer agrees to pay reasonable attorney fees and all court costs for recovery of the amount owed.
10. **LOSS OR DAMAGE.** ISW shall not be responsible for any loss or damage to property, or bodily injury arising or resulting from any act of failure to act on the part of the Customer. Customer shall fully indemnify and hold ISW harmless from and against all loss, damage, expense, injury, or liability resulting from the operation or handling of the system while in the possession and custody of the Customer. Customer further agrees that in the event of loss or damage, it will comply with ISW's Loss or Damage Reimbursement Policy (the "Policy") as then published online at <http://www.intermountainsoftwater.com/claimspolicy/>. ISW retains the right to amend or modify the Policy. Customer agrees to review the Policy periodically as posted and to seek reimbursement for any loss or damage in accordance with the Policy.
11. **WARRANTY.** A copy of ISW's warranty related to products and service can be found online at <http://www.intermountainsoftwater.com/warranty/>. ISW retains the right to amend or modify its warranty periodically. Such amendments or modifications shall not be applicable to any request for warranty repairs wherein Customer presents ISW with a copy of their warranty as published on the date of purchase or agreement.
12. **AMENDMENT.** ISW retains the right to amend or modify these Terms and Conditions. Customer agrees to review these Terms and Conditions periodically as posted at <http://www.intermountainsoftwater.com/terms/>, and that Customer's continued use of the System following such amendment or modification will indicate Customer's acceptance of the amended or modified Terms and Conditions. If Customer does not agree to any such amendment or modification, Customer must immediately stop using the water system. Amendments and modifications, once published, shall not be applicable to any disputes arising before such publication.
13. **LIMITATION OF LIABILITY.** Customer agrees that at no time shall ISW or any of its agents, employees, officers, contractors or subcontractors be liable for any amount exceeding the fees paid by Customer to ISW within the last six (6) month period. Customer further agrees that ISW shall not be liable for any special, consequential, or similar damages.
14. **GOVERNING LAW, VENUE.** This agreement shall be governed by the State of Utah. Any claim or cause of action arising out of or in relation to this agreement shall be brought within the six (6) month period immediately following the date such claim or cause of

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action first arose. ISW and Customer agree that the Federal or State courts seated in Provo, Utah, shall have exclusive jurisdiction to hear any dispute arising out of or related to this agreement.

- 15. **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between Customer and ISW and no agent or employee is authorized to bind ISW, to waive or alter any of the conditions hereof. Failure by ISW to require strict performance at any time by Customer of the provisions hereof shall not diminish ISW's right to demand strict performance thereafter.