

SALES CONTRACT FOR PRODUCTS

Woodstot Modules, LLC (DBA-Care Podz)
Order Number: 07012020-7-8

This Sales Contract for Products (this "Contract") is made effective as of July 01, 2020, by and between Woodstot Modules, LLC, (DBA-Care Podz), of 701 E Santa Clara, Suite 12, Ventura, California 93001 ("WSM"), and County of Ventura, 800 South Victoria Ave, Ventura, California 93009 ("County").

1. ITEMS PURCHASED. WSM agrees to sell, and County agrees to purchase, the following products (the "Goods") in accordance with the terms and conditions of this Contract:

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
6 shower stall unit with 1 ADA shower stall	2	\$83,145.00	\$166,290.00
Sales tax	2	\$6,443.74	\$12,887.48
Shipping/transportation and set up	2	\$325.00	\$650.00

TOTAL \$179,827.48

2. PRODUCT STANDARDS. The Goods shall comply with the specifications in the attached Exhibit A and incorporated into this Contract by this reference.

3. TITLE/RISK OF LOSS. County Buyer shall pay reasonable shipping costs in accordance with its shipping instructions; WSM shall be responsible for packaging, shipping and safe delivery and shall bear all risk of damage or loss until the Goods are delivered and to the delivery address specified by County and accepted by County.

4. PAYMENT. Payment of one hundred seventy-nine thousand eight hundred twenty-seven dollars and forty-eight cents (\$179,827.48) is due to WSM within thirty (30) days of delivery and acceptance by County of the Goods as described in this Contract. Payment is to be made via EFT (electronic funds transfer) or via check mailed to 701 E Santa Clara, Suite 12, Ventura, California 93001.

5. DELIVERY. Time is of the essence in the performance of this Contract. WSM will arrange for delivery by carrier chosen by WSM. Delivery is to be made to a Ventura County address to be provided by County, and shall be completed no later than December 15, 2020.

6. PAYMENT OF TAXES. All sales taxes and other taxes required to be collected by WSM from County in connection with the sale of the Goods shall be paid by County with the purchase price.

7. WARRANTIES. WSM warrants that the Goods shall be free of substantive defects in material and workmanship. See exhibit B for specific component coverage.

WSM SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF WSM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WARRANTY COVERS ANY MANUFACTURER DEFECTS AND FAILURE OF COMPONENTS IN THE UNIT THAT RESULT FROM NORMAL USE OF THE GOODS FOR A TERM OF TWENTY-FOUR (24) MONTH FROM THE ACCEPTANCE DATE OF THE GOODS. THE WARRANTY DOES NOT COVER FAILURE OF COMPONENTS DUE TO MISUSE OR NEGLIGENCE OF THE GOODS BY COUNTY.

8. INDEMNITY.

County shall indemnify and hold harmless WSM against all losses, damages, claims, suits, actions, costs, expenses, obligations, or disbursements, including legal expenses, incurred by the County in any way connected to the County's use or possession of the Equipment due solely to the County's negligence or willful misconduct

9. INSURANCE. WSM at its sole cost and expense, will maintain in full force for the warranty period of this Contract, general liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual.

10. INSPECTION. County, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Contract. If County, in good faith, determines that all or a portion of the Goods are non-conforming, County may return the Goods to WSM at WSM's expense. County must provide written notice to WSM of the reason for rejecting the Goods. WSM will have thirty (30) days from the return of the Goods to remedy such defects under the terms of this Contract.

9. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required undisputed payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Goods in the time and manner provided for in this Contract.

10. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

11. DISPUTE RESOLUTION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance under the rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. The arbitrator(s) shall not have the authority to modify any provisions of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

12. INTENTIONALLY LEFT BLANK.

13. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

14. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

15. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

16. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

18. APPLICABLE LAW. This Contract shall be governed by and construed according to the laws of the State of California without reference to its conflicts of law principles.

19. SIGNATURES. This Agreement shall be signed on behalf of County by the Health Care Agency Director or designee and on behalf of WSM by the CEO-President and effective as of the date first above written.

Buyer:
County of Ventura

By: _____
William T. Foley
Healthcare Agency Director

Seller:
Woodstot Modules, LLC (DBA-Care Podz)

By: _____
George Magana
CEO-President

Exhibit A - Care Pods-Shower Specs

- Self-Mobile/Portable 26' x 8' high security metal units
- Navien-NPE-240A High Efficiency Tankless Hot Water Heater System
- 5-Stainless steel- Medical grade-wall mount hand sinks
- 5-Water efficient faucets
- T-1800 FRP non-permeable Resin shower flooring
- Complete non-permeable surfaces/ washable/ wipe able decontamination ready
- Patented 80/20 High Strength/Extruded Aluminum shower and interior framing (Modular / changeable system)
- 7-Tamper-proof shower mixer boxes with built in soap dish
- 6-Water efficient shower heads
- Wheelchair accessible shower system with hinged ramp panel for full wheelchair access
- 1- 5 ft ADA compliant Shower wand extension hose
- 1-Wall mounted folding shower seat
- ADA compliant stainless-steel grab bars installed per CBC
- 5-Tamper resistant/ no break/ polished stainless-steel wall mirrors
- Rigid non-permeable aluminum shelving above sinks and below mirrors
- GFCI protected electrical system with 120V receptacles outlets (Onboard Generator built in GFCI)
- Water resistant Electrical outlet bubble cover with latching system
- Main electrical panel/box with breakers and sub panel system
- 2-440 CFM 120V ceiling mounted Directional Exhaust/ air exchange blower fans
- 3-Waterproof high efficiency LED lighting strip lights
- PEX/ "Shark Bite" CBC approved pressurized freshwater plumbing distribution tubing
- ABS CBC approved gray water drain tubing for sink and shower drain systems
- 3- Aluminum framed non-permeable PVC privacy doors/ panels per individual specifications
- 2000-watt gas powered GFCI generator / inverter
- Door mounted generator support rack system
- 2- 20lb propane tanks (LP) supplied
- Emergency Propane shut off valves
- Exterior Lockable Propane tank safety compartment
- Industrial Rubber (Non-permeable) Rolled Diamond style flooring
- LP gas regulator with dual tank switching valve and flow indicator
- Individual vinyl non-permeable shower curtains at each shower stall
- Aluminum non-slip Wheelchair accessible ramp for the shower entry (Non-ADA compliant ramp, end user client may opt to use their own ADA compliant ramp system)
- Folding deployment aluminum non-slip Diamond Plate step system for standard shower entry with grab handles
- Ramp deployment assist system
- Exterior mounted "Cam-Lock" gray water drain hose fittings
- Tamper Proof shielded security locking components
- Garden Hose fitting manifold for freshwater attachment
- Rinse and wash hose manifold attachment
- Plug and Play 110V power inlet for shore or generator power to main electrical panel
- Individual wall mounted lighting and fan switches with water resistant bubble covers
- Towel and Personal wall hooks at each shower station
- Non-lighted exit signs at each end of unit

Exhibit B – Components Covered Under Warranty Terms

**Parts and labor and trip charges are covered under the initial 24-month warranty period – All components are covered for manufacturers defects. Warranty does not cover failed components caused by misuse, neglect, acts of nature or vandalism*

- Sink faucets
- Sinks
- All internal and external plumbing lines (PEX & ABS)
- Shower valves
- Shower heads
- Flooring
- Drains
- P-Traps
- Shower stall dividers/panels
- Shower hooks
- Shower handles
- Water supply manifold
- Onboard generator with GFCI*
- Tankless water heater & internal components
- Electrical outlets
- Ventilation fans
- LED illumination
- Propane supply lines
- Propane regulator
- Propane tanks
- Emergency propane shut off valves
- Propane and generator racking system
- Stairs and all hardware for stair deployment
- Wheelchair access Ramp
- Shower wand in wheelchair accessible stall
- Electrical Breaker box
- Electrical wiring
- Electrical switches
- Electrical outlets
- Handrails
- Unit steel container with locking hardware
- Shower stall tamper resistant boxes and soap trays
- Shutoff valves
- ADA Shower chair in wheelchair accessible stall
- ADA Grab bars
- Propane storage cabinet and all hardware
- Interior/exterior paint for rust
- All hinges, mounting hardware and brackets
- Rubber flooring and underlayment

**Generator warranty covers repair of unit including parts and labor, if unit cannot be repaired a replacement unit will be provided*