

**ENVIRONMENTAL SCENT SERVICE AGREEMENT**

Date of Agreement 09-02-2016
Owner/Legal Entity Wheaton Park District - Arrowhead Golf Club
Subscriber Name Arrowhead Golf Club
Subscriber Address ("Serviced Premises")
Address 26W151 Butterfield Road
City Wheaton State IL Zip 60189
Telephone 630-510-5051
Fax
Email skrajelis@wheatonparks.org
Contact Name Sherry Krajelis - Asst to Director of Special Facilities

Installation / Initial Shipment Date ("Effective Date") TBD by Client Rel
Tax ID E9997-3936-07
Note: Agreement term begins upon the installation / initial shipment date
Billing Address ☒ Same as Subscriber Address
Address 26W151 Butterfield Road
City Wheaton State IL Zip 60189
Telephone 630-510-5051
Fax
Email skrajelis@wheatonparks.org
Contact Name Sherry Krajelis - Asst to Director of Special Facilities

☐ Check box if multiple locations / addresses are attached.

☐ Check box if Subscriber is tax exempt and attach a copy of the Certificate of Exemption.

1. SERVICES

During the term of this Agreement, ScentAir Technologies, LLC. ("ScentAir") agrees to provide to the Subscriber, at the Serviced Premises, the following environmental scent service by ScentAir™ (the "Service"). The Service is provided by means of an on-premise fragrance delivery system (the "Equipment") that uses replaceable scent cartridges or containers (referred to collectively as "Scent Media"). Appropriate Scent Media shall be sent directly to the Serviced Premises unless otherwise stipulated in writing. Subscriber requests the following fragrance schedule:

All Months the Same?	January	February	March	April	May	June
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>						
**Fragrance Number	#1830 & 1751	#1830 & 1751	#1830 & 1751	#1830 & 1751	#1830 & 1751	#1830 & 1751
Fragrance Description	White Tea & Fig, Fresh Cut Grass	White Tea & Fig, Fresh Cut Grass	White Tea & Fig, Fresh Cut Grass	White Tea & Fig, Fresh Cut Grass	White Tea & Fig, Fresh Cut Grass	White Tea & Fig, Fresh Cut Grass
	July	August	September	October	November	December
**Fragrance Number	#1830 & 1751	#1830 & 1751	#1830 & 1751	#1830 & 1751	0782	1700
Fragrance Description	White Tea & Fig, Fresh Cut Grass	White Tea & Fig, Fresh Cut Grass	White Tea & Fig, Fresh Cut Grass	White Tea & Fig, Fresh Cut Grass	Spiced Apple Cider	Christmas Morning

2. EQUIPMENT

The Equipment, listed below, shall be provided by ScentAir to the Serviced Premises. Subscriber shall have the continuous use of any such Equipment for the term of this agreement; however such Equipment shall remain the property of ScentAir unless otherwise purchased pursuant to the terms of a separate Purchase Agreement. The fee for such Equipment purchase shall be listed below in Section 3a.

Equipment Description	Black Qty (if applicable)	White Qty (if applicable)	RMR Quantity	RMR \$ Each	Premium Scent Qty	Premium Scent \$	RMR \$ Total	One Time Purchase Quantity	One Time Purchase \$ Each	Total One Time Purchase \$
ScentWave 1040	3		3	89			267			0
ScentWave 740			0				0			0
ScentDirect			0				0			0
ScentDirect Tower			0				0			0
ScentStream (Single Nozzle)							0			0
ScentStream (Dual Nozzle)							0			0
ScentSticks							0			0
ScentSachets (Pack of 50)							0			0
TOTALS			3		0		\$267.00	0		\$0.00

3. FEES

In consideration of the Service and Equipment to be provided as set forth above, Subscriber shall pay ScentAir as follows:

- a. A one-time Equipment purchase fee of \$ \$0.00 (See separate Purchase Agreement).
b. A one-time Equipment installation charge of \$ \$0.00.
c. A recurring Monthly Service fee of \$ \$267.00 based on a total of 3 delivery systems at a price per system as indicated in Section 2, Equipment, above.
d. Recurring charges shall be payable in advance**: ☒ monthly ☐ quarterly ☐ annually.



If the Subscriber provides ScentAir with at least forty five (45) days prior written notice of Subscriber's desire to change the fragrance selection set forth and to substitute another fragrance available in ScentAir's standard inventory, ScentAir, upon acceptance of such request, shall implement such change free of charge. If Subscriber fails to provide ScentAir with such written notice at least forty five (45) days in advance, Subscriber shall pay a change of service fee in the amount of \$69 for each such request processed by ScentAir.

This Agreement shall remain in effect for an initial term of twelve (12) months from the Effective Date and shall be automatically renewed for subsequent twelve (12) month terms. Either party hereto may cancel the automatic renewal provisions of this Section by providing written notice to the other party by certified mail at least ninety (90) days prior to the expiration of the initial or any subsequent term.

5. PROVISION OF EQUIPMENT

Subscriber hereby grants to ScentAir (subject to any necessary government or third party approvals) the right to install all necessary Equipment for receiving the Service. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose of or encumber any Equipment provided by ScentAir hereunder. Subscriber shall adequately insure ScentAir owned Equipment against damage or loss and present evidence of such insurance to ScentAir upon request, and shall, upon expiration or earlier termination of this Agreement, promptly return to ScentAir all such Equipment in good condition (or pay the full replacement value thereof). Upon removal of the Equipment, ScentAir shall not be required to repair, replace or otherwise re-establish the Serviced Premises to their original condition.

6. MAINTENANCE AND CARE OF EQUIPMENT

ScentAir shall maintain the ScentAir-owned Equipment during the term of this agreement. All maintenance for ScentAir-owned equipment shall be exclusively limited to that resulting from ordinary and proper use of the equipment. Subscriber shall be solely responsible for any required on-site labor charges to maintain the ScentAir-owned Equipment. Maintenance of Equipment not specifically required to be performed by ScentAir shall be the responsibility of Subscriber, and should Subscriber request service from ScentAir in such instances, Subscriber shall pay ScentAir's then current repair charge rates. ScentAir's obligations under this Section are in lieu of all other warranties, express or implied relating to the Equipment, including implied warranties of merchantability and fitness for a particular purpose. Except for ScentAir's maintenance obligations as set forth herein, Subscriber shall indemnify ScentAir and hold it harmless from and against any and all losses, claims, and expenses relating to the Equipment provided hereunder to Subscriber, including without limitation, losses caused by accidental fire, theft, or misuse of the Equipment. Subscriber shall provide adequate electrical outlets and power for the Equipment. Maintenance for Purchased Equipment will be provided upon Subscriber's request at ScentAir's then current repair charge rates.

7. INDEMNIFICATION

Subscriber shall hold and save ScentAir, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, corporation or direct or indirect organization furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract.

8. OTHER CHARGES AND FEES

- a. Subscriber shall pay any sales, use, excise, or other taxes or governmental charges (except income taxes) arising under this Agreement.
- b. Unless otherwise specified, all charges and fees due are payable in advance of the billing term of this Agreement. Late payments of fees and charges due hereunder are subject to interest charges not to exceed the maximum rate permitted by law.
- c. All shipments of Scent Media shall be DAP ScentAir's distribution facility.
- d. ScentAir reserves the right to increase the monthly service fee to Subscriber, such increase not to exceed ten (10) percent in a one-year period.
- e. Subscriber shall pay all transactional fees related to procurement services utilized by the Subscriber. This shall include all fees, charges or other costs associated with the procurement process of the Subscriber where there is a technology or third party requiring payment by ScentAir to utilize these services. No cost associated with utilizing these services, technology, or systems will be paid by ScentAir and will be borne by the Subscriber entirely.

9. INTERRUPTION OF SERVICE

ScentAir shall not be liable for any failure or interruption of the Service due to acts of God, strikes, power failures, emergencies, governmental action, action or inaction by the Subscriber, its employees, agents, invitees or any other cause beyond ScentAir's control.

10. SALE OR CHANGE OF SUBSCRIBER'S BUSINESS

Sale, transfer, closure or change in location of Subscriber's business by the Subscriber herein designated shall not reduce, eliminate or otherwise affect its obligation under this Agreement. This Agreement may not be assigned by Subscriber without the prior written consent of ScentAir, which shall not be unreasonably withheld. ScentAir, in its sole discretion, may assign the Agreement without the consent of Subscriber.

11. OWNERSHIP OF EQUIPMENT

Unless otherwise stipulated in a separate purchase agreement, Subscriber acquires no ownership, title, property rights or interest in or to the Equipment, but acquires only the right of use in accordance with this Agreement. Subscriber hereby irrevocably appoints ScentAir, and/or its agents and assigns, as Subscriber's true and lawful attorney (and agent-in-fact) with power to execute, endorse the name of Subscriber upon and/or file any financing statements, certificates of title, affidavits, notices and similar instruments to reflect, as ScentAir deems appropriate, ScentAir's, and/or its assigns, ownership interest in the Equipment.

12. REMEDIES UPON SUBSCRIBER DEFAULT

Default in payment or violation of any terms of this Agreement by Subscriber shall cause the entire contract balance, including past due amounts, to become immediately due and payable to ScentAir as liquidated damages. In the event of such default or violation, ScentAir shall have the right without notice to enter the Serviced Premises of Subscriber and remove the Equipment and any Scent Media and discontinue the Service. If ScentAir is required to bring collections and/or legal action to enforce the terms of this Agreement, all such collections and legal fees and related costs incurred in connection with such action shall be borne by the Subscriber.

13. NOTICES

All notices, consents, requests, instructions, approvals, and other communications shall be given in writing and delivered to the following address: ScentAir - Client Relations, 3810 Shutterfly Road, Suite 900, Charlotte, NC 28217. The effective date of such notice shall be the date upon which any such notice is received by the addressee. ScentAir may change its address by written notice to Subscriber.

14. GENERAL

This Agreement constitutes the sole and entire understanding between parties with respect to the subject matter hereof and supersedes all prior conversations, representations, promises whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by each party. The provisions of this Agreement are severable; if any clause or provision shall be held invalid or unenforceable, in whole or in part, then such invalidity shall attach only to such clause or provision, or part thereof, and shall not affect any other clause or provision. The person executing this Agreement on behalf of Subscriber represents or warrants that he or she has the power and authority to sign this Agreement on behalf of Subscriber. This Agreement shall become binding on the parties hereto when signed by Subscriber and accepted and approved by ScentAir Technologies, LLC.

ScentAir Technologies, LLC.



Executive Signature -- Accepted

Date

e

Manager's Signature -- Approved

Date

Subscriber

Arrowhead Golf Club

Company Name

Authorized Signature

Date

Name

Title

ScentWave™

DRY SCENT DELIVERY SYSTEM

scentair®



Overview:

The ScentWave™ is a simple and flexible solution, ideal for creating impression-based scent experiences in any environment. It delivers fragrance using dry-air technology without sprays, aerosols or messy oils. Adjustable duration and intensity settings and built in timer make it easy to customize the scent output for any environment. The ScentWave offers multiple installation options and is easy to maintain.

ScentAir supplies interchangeable cartridges that are quickly loaded into the ScentWave to deliver fragrance. The cartridges are recyclable and replace easily to help you coordinate with new themes or seasons.

Product Features:

- Up to 6 customizable events
- Adjustable fan speed and scent intensity settings
- Easily interchangeable scent cartridge
- Multiple installation options
- Recyclable cartridge
- Available in black or white

ScentWave - Technical Specifications

Dimensions	7.3" H (18.4cm) x 6.3" W (15.9cm) 8.6" L (21.9cm)
Weight	1.9lbs (0.9kg) (ScentWave only)
	3.0lbs (1.4kg) (ScentWave & Cartridge)
Coverage	Up to 2,000 sq.ft (186m²) 10 - 40 cu.ft/min. (17 - 68 m³/h)
Variable Intensity	5% - 95% in increments of 5%
Day Timer	7-day, 24-hour timer with 6 event settings
Power Consumption	6 Watts
Power Requirements	12V DC, 120V AC power adapter with 10.0ft (3.0m) cable (UL/CE/CUL/PSE/CCC/TÜV/GS/FCC listed)

Patent No. 7651077. Other patents pending. Part No. 7000500 Rev A

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