



SERVING CENTRAL TEXAS FOR OVER 65 YEARS

RENTAL CONTRACT

Date	Number
6/23/2022	47498

LESSEE:	Ship To
BURNET COUNTY, PCT. 3	

P.O. No.	Rep	Terms	Ship Via	F.O.B.
	JL	NET 30	Customer Truck	PFLUGERVILLE

Ship Date	Time Out	Time In	Hours Out	Hours In	Fuel Out	Fuel In	Insurance Valuation
6/23/2022			1095		FULL		\$144,500

Qty	Item	Description	Amount
1	Rental-CA2500D-A026070	Rental charges as per CTE agreement 47498 for rental of one (1) each Dynapac model CA2500D 84" smooth drum compactor powered by a Cummins diesel engine with ROPS/FOPS canopy, backup alarm, fire extinguisher, flashing beacon and all standard equipment. Serial Number: 10000167ALA026070 Rental Rate: DEMO Rental Period: Sales Tax - 1.5% HD Diesel Tax Inventory Tax Environmental Charge	0.00T 0.00 0.00 0.00T
	WDF-RENTAL	**CUSTOMER IS RESPONSIBLE FOR ALL PREVENTATIVE MAINTENANCE REQUIRED WHILE THE EQUIPMENT IS IN THEIR POSSESSION** The above rental equipment must have a fluid and filter change every 500 hours of operation. Maintenance only pertains to rentals with at least 500 hours operating hours. Customer is responsible for keeping a record of hours and scheduling service.	0.00T
	Rental-CUSTRESP		
	Rental-KEY & DIESEL ...	**A CHARGE OF \$5.50 PER GALLON WILL BE BILLED IF UNIT IS NOT RETURNED FULL OF DIESEL** **A CHARGE OF \$25.00 WILL BE BILLED IF MACHINE IS NOT RETURNED WITH A KEY**	0.00T

Thank you for your business.

Sales Tax (8.25%)	\$0.00
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Total	\$0.00
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THE PERSON SIGNING BELOW AS OR ON BEHALF OF LESSEE ACKNOWLEDGES AND AGREES THAT HE/SHE HAS READ AND UNDERSTANDS THE ATTACHED TERMS AND CONDITIONS SHEET AND AGREES TO ALL SUCH TERMS AND CONDITONS.

NO MODIFICATION OR AMENDMENT OF THIS LEASE WILL BE VALID UNLESS EXPRESSLY SET FORTH ON A WRITTEN INSTRUMENT SIGNED BY LESSOR AND LESSEE.

LESSEE AGREES TO MAINTAIN CERTAIN INSURANCE COVERAGE AND DELIVER TO LESSOR AN INSURANCE CERTIFICATE, ALL AS SPECIFIED IN SECTION 6 OF THE TERMS AND CONDITIONS SHEET

Authorized Signature:

Title:

Date:

6/30/22

Terms & Conditions

This Contract is subject to the following definitions, terms and conditions which shall apply with equal force and effect whether this Contract involves a Sale, Rental of equipment, or Purchase of goods or services.

1. Monthly rental rates shall not be subject to any deduction on account of any non-working time in the month. Monthly rates are based on twenty eight (28) day cycles. Daily and weekly rental rates shall not be subject to deductions for any non-working time in any day during the period and shall be paid for each calendar day in the month or during the period. Unit of work rates shall be paid for each unit of work in which the equipment participates and the amount of rental shall, unless otherwise agreed in writing, be determined by the number of units shown in the supervising engineer's or architect's estimates.
2. Single shift operation is defined as, up to and including, eight (8) hours per day, forty (40) hours per week and one hundred and sixty (160) hours per month. The rental rate for operation more than the single-shift per period will be computed at two (2) times the periodic rental rate for single shift operations unless otherwise set forth herein. Customer agrees to pay all transportation and/or drayage and/or freight charges for the delivery of the equipment to Customer and for the return of all leased or rented equipment to Company's warehouse or other receiving point. Unless otherwise agreed in writing, by the parties, the place of delivery of the equipment to Customer is Company's principal place of business as set out above. At Customer's request and expense, Company will ship the equipment to Customer at Customer's address- set out herein, F.O.B. Company's principal place of business, Pflugerville, Travis County, Texas.
3. Customer warrants and covenants that the equipment is not being purchased, leased or rented primarily for personal, family, or household purposes and will be used primarily for business or commercial purposes. Where the terms of a purchase agreed to are other than for a cash settlement, Customer acknowledges that he was quoted a cash sale price and a time sale price, and has elected to make- the purchase on a time sale basis.
4. The risk of loss of the equipment is on the Customer upon delivery or shipment by Company and will remain upon the Customer until full and final payments of all sums due and owing hereunder are made by Customer. Any claim for shortage, delays or damages occurring after delivery of the equipment to a transportation company shall be made by the Customer direct to the transportation company. Customer agrees, at its cost and expense, to maintain the equipment in good order and condition and to make all repairs necessary for such purposes regardless of the cause of the damage or other conditions necessitating such repairs. Customer shall not be entitled to any reduction of rental payments due hereunder for the time during which the equipment is out for repair.
5. **In regards to all sales, rentals and services customer will indemnify and hold harmless the Company from all claims, actions, suits, proceedings and damages, including costs, expenses and attorney's fees, arising out of any injury to persons and property, including but not limited to employees of Customer or property of Customer, caused by the operation of the equipment, or any alleged defect in the equipment or in any way connected with the equipment and whether or not caused by the negligence of the Customer or the Company, it being the purpose of this indemnification to exonerate and hold harmless the Company from any obligations once the equipment shall leave the Company's hands or control. In the event the equipment shall be lost, stolen, destroyed or otherwise rendered unfit for service, or shall not be returned as herein provided, Customer shall pay Company the full value thereof, as indicated under "Insurance Valuation" on the rental contract.**
6. Customer hereby agrees to keep the equipment insured at Customer's expense against all risks of physical damage to the equipment. The amount of the insurance for all leased equipment shall be the amount shown under "Insurance Valuation" on the rental contract. The amount of insurance carried by Customer on all equipment purchased hereunder, shall be in the amount of not less than the unpaid balance of the Sales Price. The insurance policy will: 1) provide a loss payable clause in favor of Company, 2) name Company as an additional insured with respect to the equipment, and 3) provide that Company be given at least ten (10) days prior written notice of any policy cancellation. In addition thereto, Customer shall carry public liability and property damage insurance covering any leased equipment or the operation of any leased equipment under a comprehensive general liability policy having limits of liability of not less than **\$2,000,000.00** bodily injury and **\$2,000,000.00** property damage. Customer shall furnish evidence of such insurance upon request to Company.
7. Customer shall be responsible for and shall pay promptly, all sales, use or similar taxes upon the equipment.
8. Until all payments and obligations have been made and performed by Customer pursuant to the terms hereof, or until the return of the leased or rented equipment by Customer to Company, whichever shall be the latest to occur, Customer will keep the equipment free from any adverse lien, security interest or encumbrance and in good order and repair and will not waste or destroy the equipment or any part thereof. Company may examine and inspect the equipment at any time wherever located. Until all payments and obligations have been made and performed by Customer pursuant to the terms hereof, the Customer authorizes the Company, in its discretion, to discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the equipment, to place and pay for insurance thereon, to order and pay for the repair, maintenance and preservation thereof, and to pay any necessary filing or recording fees. The Customer shall reimburse the Company on demand for any payment or any expense incurred by the Company pursuant to the foregoing authorization. Amounts so advanced by Company shall bear interest from the date Company makes or discharges such obligation to the date of reimbursement by Customer at the rate of 18% per annum.
9. Until all payments and obligations are made and performed by Customer hereunder or until the return of the leased or rented equipment by Customer to the Company, Customer will not assign this Contract or sublet or permit the use of the equipment by any other party without the prior written consent of the Company. The Company may assign this Contract or mortgage the equipment in whole or in part without notice to Customer, and its assignee or mortgagee may reassign this Contract and/or such mortgage, without notice to Customer. Each such assignee and/or mortgagee shall have all the rights but none of the obligations of Company under this Contract. Customer shall recognize each such assignment and/or mortgage, and shall not assert against the assignee and/or mortgagee any defense, counter-claim, or set off that Customer may have against Company. Subject to the foregoing, this Contract is binding upon the heirs, legatees, personal representative, successor, and assigns of the Customer. Further, this Contract inures to the benefit of the Company's successors and assigns.
10. If the Customer, with regard to any item or items of equipment, fails to pay any amounts due hereunder at the time designated for said payments, or if Customer fails to perform any obligation required of Customer herein or if the Company's interest in the equipment could be affected by any act by Customer or any action taken against Customer including bankruptcy, receivership or insolvency the Customer shall be in default hereof and, the Company shall, if such default shall continue for ten (10) days after written notice thereof, have the right to declare the entire amount due hereunder immediately due and payable as to any or all items of equipment without notice or demand to the Customer; to take possession of any and all items of equipment, without demand or notice, wherever the same may be located, without any Court order or other process of law, or may pursue any other remedy at law or in equity which may be available to the Company. Customer agrees to reimburse Company promptly for all its expenses, including reasonable attorney's fees, incurred in connection with Company's enforcing its rights under this Contract or as a matter of law, resulting from or in any way affected by the default by the Customer hereunder. Unpaid obligations by Customer to Company shall bear interest to the date of payment or reimbursement by Customer at the rate of 18% per annum unless limited by law to a lesser amount.
11. Customer agrees, on demand, to execute and deliver to Company such notes and such additional forms and documents (such as Bill of Sale, Security Agreement, Lease and Rental Agreement, Financing Statement, Request for Information, Request for Statement of Account and list of Collateral as may be reasonably required by Company in conjunction with its acceptance of this Contract. If the payment terms hereunder provide for the payment of the equipment, covered hereby by means other than full payment upon delivery, Company may file a copy of this Contract as a Financing Statement to perfect Company's Security Interest in said equipment, and Customer acknowledges that said equipment is being acquired by Customer (as Debtor) from Company (as Secured Party), and that Company retains a Security Interest therein in accordance with the terms and provisions of the Uniform Commercial Code.
12. Should Customer attempt to grant Company a Security Interest to secure the payment of all or any part of the Purchase Price, then any sale of equipment by Company herein intended shall be conditioned upon said Security Interest being perfected as a part and superior lien to any and all other Security Interest, liens, mortgages encumbrances whatsoever.
13. The Customer shall cause the equipment to be operated and used by competent employees only, who have been suitably instructed and trained in the use of the equipment, and shall pay all expenses of operation and instruction. Customer will operate and maintain the equipment in accordance with all the instructions and recommendations of the manufacturer and such additional instructions as Company may from time to time issue. Customer will operate the equipment in compliance with all applicable laws, rules and regulations including without limitation the Occupational Safety and Health Act.
14. All interest collected hereunder, if any, is limited to the maximum allowable rate provided by the laws of the State of Texas. All prepayment of interest, acceleration or overcharge of any interest in excess of the legal rate shall be immediately refunded by Company.
15. **COMPANY MAKES NO EXPRESS WARRANTIES IN REGARD TO THE EQUIPMENT AND HEREBY PASSES ON TO THE CUSTOMER THE EXPRESS WARRANTY OF THE MANUFACTURER OF THE EQUIPMENT, IF ANY. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. THE EQUIPMENT BEING PURCHASED OR LEASED BY THE CUSTOMER FROM COMPANY PURSUANT TO THIS CONTRACT IS BEING PURCHASED OR LEASED TO CUSTOMER IN AN "AS IS" CONDITION.**
16. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.
17. This Contract, when accepted by the Company, shall constitute the entire agreement by the parties, and supercedes any prior understanding, agreements or warranties, whether written or oral, between the parties respecting the within described matter and the terms hereof shall not be altered, changed or modified unless in writing and signed by the parties or their authorized agents. Time is of the essence in the performance hereof.
18. **In case one or more of the provisions contained in this order shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision hereof and this order shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.**
19. This Contract shall be governed by the laws of the state of Texas without reference to its conflict of law provisions, Travis County Texas, shall be the exclusive venue for litigation of any dispute or claim arising under or relating to this contract, and each party acknowledges such claim. Consents to the personal jurisdiction of the state and federal courts located in Travis County, Texas, and irrevocably waives any objection to such venue or any claim that such forum is inconvenient.

CUSTOMER SIGNATURE: _____

DATE: _____