



TF: (800) 545-2313  
Fax: (617) 482-9415  
www.rentex.com

**RENTAL QUOTE**

Quote Number: RQ21342  
Document Date: 04/23/08  
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Sell  
To: HIDALGO COUNTY TEXAS  
101 10TH AVENUE  
EDINBURG, TX 78541

Ship  
To: HIDALGO COUNTY TEXAS  
MIKE RAMIREZ  
1100 E. BUSINESS 83  
SUITE: 158  
PHARR, TX 78577

Customer ID HIDA4  
Ship Via UPS SCS Second Day (BY NOON/5  
Terms Net 30 Days

Exp. Date 07/22/08  
Salesperson Shiva Rampersad-shiva@rentex.com

**Items Rented**

Item / Description	Quantity	Rental Term	From / Thru	Unit Price	Total Price
1932 IBM TP R51 CENTRINO 1.5GHz 14"  1GB Ram / 40GB Hard Drive / DVD-CDRW 14.1" XGA Screen / Gigabit Ethernet (LOM) Intel 802.11b/g wireless (MPCI) / Product#1830-AHU	18 Each	1 Month	04/25/08 05/24/08	125.00 per Month	2,250.00
1935 IBM Z61t CORE DUO 1.83GHz 14"  3 - USB PORTS	18 Each	1 Month	04/25/08 05/24/08	195.00 per Month	3,510.00
2456 MS WINDOWS XP PROFESSIONAL	18 Each	1 Month	04/25/08 05/24/08	0.00 per Month	0.00
2502 MS OFFICE XP PROFESSIONAL	18 Each	1 Month	04/25/08 05/24/08	0.00 per Month	0.00
2440 USB OPTICAL MOUSE	18 Each	1 Month	04/25/08 05/24/08	0.00 per Month	0.00

**Items Sold**

Item / Description	Quantity	Sale Date	Unit Price	Total Price
SHIP-RENT Shipping-Rentals (Round Trip)	1 Each	04/25/08	295.00	295.00

SHIPPING 4/25/08 FOR ARRIVAL ON 4/29/08  
RETURN SHIPPING LABELS INCLUDED WITH SHIPMENT

Total: 6,055.00



rentacomputer.com

RENTAL PROPOSAL

Your Technology Travel Agent

Janine Foster
Office: 800-736-8772 Ext. 234
Fax: 800-440-1662
After Hours Cell: 513-594-6516
jfoster@rentacomputer.com
www.rentacomputer.com

Quote Date: 4/23/2008

Quote #: 1567755

Company Information

Company: Hidalgo County Elections Dept.
Name: Mike Ramirez Kanto
Address: Pharr, TX
Phone: (956) 292-7702
Fax:
Email: mike.kanto@co.hidalgo.tx.us

Delivery Information

Company: Hidalgo County Elections Dept.
Contact Name: Mike Ramirez Kanto
Address: Pharr, TX
Contact Phone: (956) 292-7702
Alt. Contact/Phone:
Notes:

Payment/Rental Information

Rental Period: 1 Month Delivery Date: 4/29/2008 Time TBA Pickup Date: 5/29/2008 Time TBA
Pay Method: [X] Credit Card [ ] Net Terms [ ] Prepay Check FRP Points: 33

Table with 4 columns: Quan., Equipment Description, Unit Price, Total. Includes items like Intel Pentium 4 2-3Ghz Notebook, MS Office XP Pro, and shipping costs. Sub Total: \$3,380.00, Total (USD): \$3,380.00

Thank you for your request for quotation! Please review the configuration and pricing for accuracy. To confirm your order, please sign below and return the proposal by email to sales@rentacomputer.com or by fax to 800-440-1662. All Rentals subject to Terms and Conditions attached.

100% cancellation fee for all orders refused at delivery/cancelled same day. 50% cancellation fee for orders cancelled within 24-48 hours of scheduled delivery date. 15% cancellation fee may apply if order is cancelled after reservations. (Shipped orders - refer to date shipped as delivery date.)

Acceptance Signature

Signature: \_\_\_\_\_
Printed Name: \_\_\_\_\_
Date: \_\_\_\_\_

Billing Information

Type: MasterCard Visa Amer Ex.
Name on Card: \_\_\_\_\_
Address: \_\_\_\_\_
Card #: \_\_\_\_\_
3-Digit V-Code: \_\_\_\_\_
Exp. Date: \_\_\_\_\_

# Rentacomputer.com - Terms And Conditions

**1. Equipment.** The equipment, accessories and software (the "equipment") rented by Lessee is and shall remain the Lessor's property. Lessee shall not remove, alter or efface any stencil, plate, label or other indication of Lessor's ownership. Lessee shall have no rights or property interest in the equipment other than as set forth in this agreement. **2. Rent.** Lessee shall pay the rent indicated in this agreement for each and every monthly or other installment period or portion thereof, during which the equipment is rented, and shall pay any additional charges payable under this agreement, which shall be construed as additional rent, when due. Unless otherwise indicated, the initial monthly or other installment of rent and any other initial charges are due and payable upon delivery of the equipment and subsequent installments and payments shall be due on the same day of each month as the date of delivery. Late charges accrue after 15 days. **3. Rental period.** The rental period begins on the date of delivery if the equipment is delivered by 5:00pm, otherwise it shall begin the following day, and continues through the regular business day that the equipment is made available for pickup, provided notice of availability for pickup is received by Lessor by 11:00am on that day. The rental period may be extended by Lessor, upon at least one week's notice by Lessee of its desire to extend. If Lessee holds the equipment beyond the term of this agreement or any agreed extension, it shall be liable for rent at twice the rate indicated herein for each installment period or portion thereof that the equipment is retained. **4. Adjustments.** Lessor reserves the right to increase rental rates upon 30 days notice to Lessee. Rental rates are based on the length of the rental period indicated in this agreement. If Lessee terminates this agreement prior to the expiration of the term indicated, Lessor may adjust the rent retroactively to reflect any higher rates normally applicable for the term actually rented. **5. Credit references and other representations.** This agreement is subject to Lessor's approval of appropriate bank, credit and business references and, if requested by Lessor, a current statement of Lessee's financial condition and earnings. If Lessor is unable at any time to verify that Lessee is a satisfactory credit risk or becomes aware of any other circumstance giving rise to insecurity, Lessor may rescind or terminate this agreement for default. **6. Location and inspection of equipment.** The equipment shall remain at the delivery location indicated in this agreement throughout the rental period, or as such other location agreed to in writing by Lessor. Lessor shall have the right to inspect the equipment at the indicated location at any time, with or without cause, during normal business hours and with reasonable advance notice to Lessee. **7. Use and storage of equipment.** The location, use and storage of the equipment shall be such as to provide at all times reasonable safeguards against damage, loss or theft. The equipment shall be operated only under the direct supervision of personnel in the direct employ of Lessor who are familiar with and qualified to operate such equipment. Lessee shall not engage in any activity, or permit the equipment to be used in connection with any activity, legal or illegal, which could result in confiscation, attachment or removal of, or the placing of any lien upon, the equipment. **8. Additional equipment.** If Lessor rents additional equipment under any prior or subsequent agreement, the term of which overlaps the term of this agreement, Lessor may consider all such agreements to be part of a single agreement. Lessee's breach of any such agreements shall be a breach of all of them, and Lessor's rights under any such agreement shall extend to all of them and all of the equipment rented thereunder. **9. Assignment and subletting by Lessee.** Lessee shall not assign this agreement in whole or in part, nor assign any right in or interest to the equipment, nor permit any lien or encumbrance to exist thereon. Subletting of the equipment, or any other transfer of possession or control of the equipment by Lessee is specifically prohibited. **10. Insurance.** Lessor shall have the right to require Lessee to furnish Lessor a certificate of insurance evidencing (1) that the equipment is insured for its full replacement value against damage or loss including theft, (2) that Lessor is a named insured on such insurance policy, and (3) that the Lessor shall be given not less than 30 days notice of cancellation or non-renewal of such policy. The policies, if required, shall be subject to Lessor's approval and shall be kept in force throughout the term of this agreement. **11. Warranty.** Lessor warrants that the equipment will be in good and operating condition upon its delivery to Lessee. In the absence of notice to Lessor within three working days of delivery, Lessee acknowledges that the equipment is in good and operating condition. LESSOR DOES NOT WARRANT THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE, WHETHER OR NOT SUCH PURPOSE OR USE IS DISCLOSED BY LESSEE. Lessor's liability for any failure of the equipment to operate under normal conditions of use is limited to the repair or replacement of the equipment as provided in this agreement, and Lessor shall not be liable for any other costs or damages, foreseeable or otherwise, resulting from the failure of the equipment to operate, including without limitation, any injuries to persons or property, consequential damages, business interruption or loss of data or profits. **12. Loss or damage.** Lessee promises to return the equipment in the same condition as upon delivery, ordinary wear and tear excepted. Lessee assumes full responsibility for loss, damage or injuries resulting from the use of the equipment and shall be liable to Lessor for loss of or any damage to the equipment to the full replacement value thereof. Rentals shall continue to be due and payable until any such loss or damage has been adjusted with Lessor. **13. Repairs, upgrades and service.** Lessee shall promptly notify Lessor of any malfunction of the equipment. All installation, assembly and disassembly, upgrades, servicing and repairs shall be made by Lessor. Lessor shall bear the cost of servicing and repairs, unwarranted service calls, or repairs made necessary by Lessee's fault or negligence, in which case Lessee shall pay for such service at the rate of \$85.00 per hour, portal to portal. If Lessor is unable to make required repairs within a reasonable time, it shall promptly replace the equipment. Lessee shall bear the cost of parts and service for upgrading equipment. **14. Authorized representatives.** Lessee represents that it is authorized or qualified to do business in the jurisdiction in which the equipment is to be located. Lessee shall furnish Lessor upon request (1) an appropriate certificate of good standing, current business license, or other evidence of such qualification, (2) a list of names and address of current partners, principal officers, or others authorized to act for or on behalf of Lessee, (3) corporate resolutions or other documentation of authority of Lessee's representatives. The individual executing this agreement for or on behalf of Lessee represents that he or she has all of the necessary authority to bind Lessee to this agreement. **15. Individuals bound.** If Lessee is a sole proprietorship, partnership, unincorporated association or corporation having three or fewer stockholders, or is not in fact qualified, authorized or licensed to do business as required by this agreement, any individual executing this agreement for or on behalf of Lessee shall be personally liable hereunder. This agreement shall be binding, jointly and severally, upon all partners of a partnership and upon all of Lessee's successors and assign, whether or not any of them are signatories hereto or have notice hereof. **16. Termination by Lessor.** This agreement may be terminated by Lessor at Lessor's option and without prejudice to any other remedy to which Lessor may be entitled at law or in equity or elsewhere under this agreement, by giving written notice of termination to Lessee if Lessee should: (1) File or have filed against lessee a voluntary or involuntary bankruptcy petition under any chapter of the bankruptcy code; (2) institute or suffer to be instituted any proceeding for an reorganization or rearrangement of Lessee's affairs; (3) make an assignment for the benefit of Creditors; (4) become insolvent or have a receiver appointed; (5) remain in default in the performance of any obligation or payment of any indebtedness under this agreement for a period of 30 days. **17. Return of equipment.** At the expiration of the rental term, or upon receipt of any earlier notice of termination, Lessee shall promptly advise Lessor of the readiness of the equipment for pickup, and make it available at a date and time during regular business hours specified by Lessor. Surrender of the equipment by Lessee shall be made notwithstanding any claim, counterclaim, set-off or defense to termination made by Lessee. **18. Right of entry for inspection and repossession.** If Lessee fails to make the equipment available for inspection, or for pickup upon expiration or termination of this agreement, within a reasonable time after demand, Lessee hereby unconditionally authorizes Lessor to obtain entry of its premises or any other location where the equipment may reasonably be expected to be found for such purposes during regular business hours upon Lessor's demand, with or without legal process and forcibly if necessary, and waives any cause of action it may have in trespass or otherwise on account of such entry. If Lessee occupies leased premises, it represents that its landlord(s) (at all tiers) have consented to Lessor's entry of the premises for the purpose of inspection or removal of the equipment, and shall furnish Lessor such consent in writing upon request. **19. Governing Law.** This agreement shall be interpreted under and governed by the laws of the State of Ohio. Legal jurisdiction for any problem arising out of this contract is located in the City of Middletown, County of Butler, State of Ohio. **20. Interest.** Any amounts due and unpaid under this agreement shall bear interest at the rate of 1.5 percent per month (18%APR). **21. Waiver of breach.** No waiver by either party of any breach of any term or condition of this agreement shall operate as or be construed to be a waiver of any subsequent or continuing breach of, or as a modification or waiver of, this agreement or any such term or condition. **22. Assignment by Lessor.** All of Lessor's rights under this agreement, but none of its obligations hereunder, are subject to assignment by Lessor to First National Bank of Southwest Ohio ("assignee"). Upon notification of such assignment by Assignee, and without notice from or consent by Lessor, Lessee (1) shall pay all sums then and thereafter owing under this agreement, when and as they are due, directly to Assignee at First National Bank of Southwest Ohio, Third and High Streets, Hamilton, Ohio 45011, and (2) shall assert no claim, counterclaim, set-off or other defense against Assignee that it may now or hereafter have against Lessor. **23. Employees.** THE EMPLOYEES PROVIDING SERVICES HEREUNDER TO THE CUSTOMER ARE THE EMPLOYEES OF Rentacomputer.com, or its successors and assigns, and the customer acknowledges that said employees of Rentacomputer.com are an invaluable and integral part of the ability of Rentacomputer.com to operate and provide services hereunder to the customer. By acceptance of this contract, the customer hereby agrees that in the event it hires any of the employees of Rentacomputer.com or contracts with them as independent contractors for service to the customer, within (12) months of receiving its most recent service from RENTACOMPUTER.COM, Inc, the customer shall pay to RENTACOMPUTER.COM the sum of \$50,000 for the loss of said individual as an employee of Rentacomputer.com. **24. Repossession and Collection fees.** Lessee is responsible for all costs and expenses incurred by Lessor in repossessing or collecting any sums owing by lessee, which may include, but are not limited to, recovery agency, collection agency and reasonable attorneys' fees. If Lessor incurs costs repossessing or collecting on any judgment arising out of Lessee's breach, Lessee will be responsible for all associated costs and this provision will survive the entry of any such judgment. **25. Disputes.** If any provisions under this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Any present or future claims or disputes arising out of or relating to this agreement or the breach thereof by either party shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final, and judgment thereon may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration laws. Submission of a claim or dispute to arbitration shall not be a waiver of or limitation on any rights or remedies of Lessor provided for in this agreement or otherwise available by law.