



Rental Agreement

Date: 1/26/2010

Quote No: Q448015

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Customer:

Hidalgo County Elections
 PO box 659
 Edinburg, TX 78540-0659
 Attn:Accounting Dept.
 Phone:956-292-7702

Ship To:

Hidalgo County Elections
 101 South 10th Ave
 Edinburg, TX, 78539
 Terry Trujillo
 956-292-7702

Rental Period: 02/03/10-05/10/10

Delivery Date: 02/03/10 **Pick-Up Date:** 05/11/10

Cust ID: 956-292-7702 **Salesperson:** Maria Rosenthal **Branch:** DAL

<u>Qty</u>	<u>Description</u>	<u>Rate</u>	<u>Total</u>
1	SPECIAL NOTE: *Shipping on quote includes round trip* *Please include return ship labels*	\$0.00	\$0.00
30	DELL D610 1.86Ghz 2/40 WiFi-G mem 2/0 A/C Adapter, Powercord, Case External Mouse, Mouse Pad Wireless G Nic	\$365.00	\$10,950.00
3	DELL D610 1.86Ghz 2/40 WiFi-G mem 2/0 Spare	\$0.00	\$0.00
30	MS Windows XP Professional	\$0.00	\$0.00
30	MS Office 2003 Pro	\$30.00	\$900.00
1	Damage Waiver	10%	\$1,185.00

Delivery Instructions:
 Ship on 1/29 via Fedex 2 day SSR Acct #

Subtotal:	\$13,035.00
Delivery: FedEx 2nd	\$595.00
Taxes:	\$0.00
Total:	\$13,630.00

SmartSource is a Microsoft ® Authorized PC Rental Company

DAMAGE WAIVER: Product Damage waiver will be included at 3% of the rental rate unless, by initialing here _____, you agree to assume all risk of such damage.

ACKNOWLEDGEMENT: This quote expires either; 30 days from the date printed on this rental agreement, end of the current year or after the start of the rental period, whichever date occurs first. You acknowledge and agree to the Terms and Conditions of our Rental Agreement, attached hereto:

CUSTOMER:	SmartSource Rentals
PRINT: _____	PRINT: _____
SIGNATURE: _____	SIGNATURE: _____
DATE: _____	DATE: _____

1. **TERM:** The rental shall commence on the day we deliver the property to you and shall continue until the property is returned, complete and in good working order, to our location.

2. **TITLE:** You acknowledge that the property rented by you belongs to us and that you cannot sell, pledge, mortgage, or otherwise dispose of the property unless you exercise your Purchase Option and we have been paid in full for all payments due to us. To protect our rights to the property, you give us full authority to file any financing statement that we may deem appropriate.

3. **LOCATION:** Except for notebooks and display projectors, the property shall be kept at the Equipment Location you have provided us and may not be moved or relocated without our prior written permission.

4. **USAGE:** You may use our property, but you may not abuse it. In particular, you must provide a suitable location, including appropriate electrical power, for our property and comply with the manufacturer's operating instructions.

If any software is supplied with the property, you agree to be bound by all applicable licenses and copyright laws and, with regard to Microsoft products, you further acknowledge that use of the Microsoft software accompanying our product is governed by Microsoft's End User License Agreement attached hereto.

5. **MAINTENANCE, MALFUNCTIONS, AND DAMAGES:** During the term of the rental, we are responsible for the maintenance of our property resulting from normal usage. If the property malfunctions or is damaged in any way, you must notify us immediately and we will, at our discretion, repair or replace the defective property in a timely manner.

Unless you have accepted our **Damage Waiver Coverage**, you will be responsible for the costs resulting from damage to our property including service and repair charges. **Damage Waiver Coverage** does not extend to misuse or intentional abuse and is subject to a deductible of \$250 for laptops, \$1,000 for copiers and projectors, and \$2,500 for kiosks, plasmas, and large (30" or more) LCD panels.

6. **INSURANCE:** You are required to keep our property insured against loss by fire, theft, and other risks included in the standard form of "all risk" insurance naming us as "additional insured" and "loss payee." In the event of such a loss, you agree to promptly reimburse us for the replacement cost of such property and claims for all losses and injuries caused by such property.

7. **CREDIT APPROVAL:** We are not obliged to deliver the property unless and until your credit is approved by us.

8. **NO WARRANTIES:** OTHER THAN PROVIDING YOU WITH OUR PROPERTY IN GOOD WORKING ORDER, NEITHER WE NOR ANY ASSIGNEE OF OURS MAKE ANY OTHER WARRANTIES WHATSOEVER. YOU ACKNOWLEDGE THAT BOTH THE PROPERTY AND THE MANUFACTURER OF SAID PROPERTY ARE ACCEPTABLE TO YOU. YOU FURTHER ACKNOWLEDGE THAT WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY AND FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE.

YOU ACKNOWLEDGE THAT NO DEFECT OR UNFITNESS OF THE PROPERTY SHALL RELIEVE YOU OF YOUR OBLIGATION TO MAKE THE RENTAL PAYMENTS OR ANY OTHER OBLIGATIONS YOU MAY HAVE TO US UNDER THE TERMS OF THIS AGREEMENT. We shall not be liable to you for any loss, damage, or expense of any kind or nature that may result from the rental of our property unless it is a result of our negligence, in which case our total liability shall be limited to the rental charges for that piece of property.

9. **PAYMENT:** All payments, including applicable taxes and/or shipping and delivery charges, are due at the beginning of the initial

rental term and on the first day of each subsequent rental period. All other payments are due when billed.

10. **LATE CHARGES:** If any payments have not been made within 30 days of the due date, we may impose a late charge equal to the lesser of 1-1/2% per month or the maximum rate permitted by law. We may also consider you to be in default.

11. **RENEWALS AND RATE CHANGES:** The rental will automatically be renewed for successive rental periods following the initial rental term. However, we reserve the right to adjust our rate provided we have given you written notice of such changes at least ten business days in advance.

12. **TERMINATION:** Prior to the conclusion of the initial rental term or any subsequent extensions, you may terminate the rental by our receiving at least five business days advance notice in writing or by telephone.

13. **CANCELLATION, EARLY TERMINATION, AND LATE RETURN CHARGES:** Unless we receive written notice of cancellation at least ten business days prior to the commencement of the initial rental term, you are responsible for a cancellation fee, representing damages and costs incurred in our reserving the property for you, equal to the greater of 25% of the initial rental term charge or \$150.

For multi-month terms, if the rental is terminated prior to the conclusion of the initial rental term, you will be responsible for any additional charges in accordance with our rates for such a shorter term.

Beyond the initial rental term or any extensions thereof, the rental charges will be prorated accordingly. If, however, the pickup of the property has been rescheduled for our convenience, you will not be responsible for any additional rental charges resulting from such rescheduling.

14. **DEPOSIT:** Following the return and our inspection, within five business days, of our property, provided our property is complete and in good working order and all outstanding charges have been paid, we will return your security deposit (without interest) within ten business days.

15. **PURCHASE OPTION:** At the conclusion of the initial rental term or any subsequent extensions, you may purchase our property for its fair market value provided all rental payments have been made and we have received at least ten business days advance notice in writing or by telephone.

16. **DEFAULT:** We may terminate the rental if:

- a) you fail to honor your obligations under this agreement; or
- b) you file for creditor protection under Federal or State laws; or
- c) you discontinue your regular operations for five or more business days.

Under any of these circumstances, you will remain liable for the return of our property, complete and in good working order, all outstanding payments, and any payments due for the balance of the initial rental term or its extension. Furthermore, you will be responsible for collection and/or attorney fees and expenses equal to the greater of 20% of the amounts due us or \$1,000.

17. **GENERAL PROVISIONS:**

- a) This contract is the entire agreement between you and us and cannot be changed except in writing and signed by both of us.
- b) The laws of the State of New York shall govern this Agreement between you and us.
- c) Although you do not have the right to assign this Agreement, we do. If we exercise this right, we may direct you to make all future payments to another party at their address.
- d) You hereby waive trial by jury in any action or proceeding pertaining to this Rental Agreement.
- e) Paragraph headings are for convenience only.

TERMS & CONDITIONS
Microsoft License Agreement

Microsoft License Agreement for End Users using Microsoft Product on a Rental Computer

Microsoft Corporation has licensed the MS software detailed on the front of your Rental Agreement to Rent-a-PC, Inc., dba SmartSource Rentals, and SmartSource Rentals has sublicensed the use of this software to you on the terms below. You will not be able to use this Microsoft software unless you agree to the following terms:

MICROSOFT SOFTWARE LICENSE

1. **GRANT OF LICENSE.** This Microsoft License Agreement ("License") permits you to use one copy of the specified version of the Microsoft software product(s) ("SOFTWARE") on the Rental Computer, provided the SOFTWARE is in use on only one computer at any time during the period you are a rental customer. The SOFTWARE is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD ROM, or other storage device) of that computer.
2. **COPYRIGHT.** The SOFTWARE is owned by Microsoft or its suppliers and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the SOFTWARE like any other copyrighted material (e.g., a book or musical recording). You may not copy the software or written materials accompanying the SOFTWARE.
3. **OTHER RESTRICTIONS.** This Microsoft License Agreement is your proof of license to exercise the rights granted herein. You may not rent or lease the SOFTWARE or otherwise transfer your rights hereunder. You may not reverse engineer, decompile, or disassemble the SOFTWARE.

WARRANTY

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NO LIABILITY FOR CONSEQUENTIAL DAMAGES. In no event shall Microsoft or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this SOFTWARE, even if Microsoft has been advised of the possibility of such damages. Because some states do not allow the exclusion of limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

This Agreement is governed by the laws of the State of Washington.