

FULL AND FINAL GENERAL RELEASE AND HOLD HARMLESS OF ALL CLAIMS

For the Sole Consideration of one thousand six hundred seventy nine dollars and fifty four cents (\$1,679.54), the receipt and sufficiency of which is hereby otherwise acknowledged, the undersigned, **County of Hidalgo**, hereby forever release(s) and discharge(s),

Obrallan Pena dba O-P Trucking, releasees,

Their heirs, executors, administrators, successors, and/or assigns, and all other individuals or organizations liable, or who might be claimed to be liable, from all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, and particularly on account of all injuries and damages, both known and unknown, to person, body (including death), property, and/or otherwise, which have resulted or may in the future result, from an accident or incident which occurred on or about

The **8th day October of 2014**, at or near **Texas**

The undersigned warrants that there are no subrogation interests, no assignments and no liens or interests of any nature or kind which have not been paid or will not be paid by the undersigned which should prevent the released parties from paying the proceeds of this settlement to the undersigned. The undersigned agree to defend, indemnify and hold harmless the released parties from any such claim on said subrogation interests, assignments, liens or claims of any other alleged party.

The undersigned further warrant and agree to indemnify and hold harmless the released parties from any further claims, demands or suits by persons on behalf of whom this settlement has been paid, or anyone acting on releasor's behalf or successor in interest in any capacity whatsoever.

It is further understood and agreed that this is a compromise settlement of a disputed claim the liability for which has been and hereby is expressly denied by all *interested parties* and this settlement is in nowise intended or to be construed as an admission of liability.

The undersigned hereby declares, warrants, and represents that the terms of this document have been completely read and are fully understood and voluntarily accepted by the undersigned for the purposes of making a full and final compromise, adjustment, and settlement of any and all claims, etc., disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purposes of precluding forever any further or additional claims, etc., against releasees arising out of the aforesaid accident or incident.

The terms of this document shall bind and inure to the benefit of each and every individual and/or organization obligated hereon or benefited hereby, and the respective heirs, insurers, executors, administrators, successors, and/or assigns of any of them, all of whom are *interested parties*.

(X) _____
County of Hidalgo

NTA CI. No. STW0028

© COPYRIGHT 1995, 1996 - NATIONAL TRANSPORTATION ADJUSTERS, INC.
ALL RIGHTS RESERVED

2ND EDITION ; 04/23/96



COUNTY OF HIDALGO

DATE: 12/03/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 370045

REQ: 00267640

PHONE: (956) 458-7545

EMAIL:

SHIP TO: HIDALGO CO. PCT 3

724 N. BREYFOGLE
MISSION TX 78574

PENA'S SPRAY ON BEDLINERS
6912 LOMA LINDA ST.
MISSION TX 78572

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

CONTRACT NO: N/A

SPECIAL INSTRUCTIONS: REC# 386

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		****APPROVED BY SAUL RAMIREZ***		
1.00	EACH	OM (ITEM# LABOR) REPAIR ON FENDER LEFT SIDE PETERBILT WHITE PAINT AND LABOR NO LIGHT INCLUDED	480.00	480.00
		TOTAL:		480.00
		UNIT# 161 2008 PETERBILT DUMP TRUCK VIN# 2NPRLN9X08M767432 L/P# RBBC25ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		***** For Hidalgo County use only 4-1200-431-00-123-005-0-432	480.00	

Authorized by: _____

Martha Salazar



Purchase Order COUNTY OF HIDALGO

PO# 718062

DATE: 12/03/14

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 269123

REQ: 00267639

PHONE: (956) 782-4511

Fax: (956) 782-8822

EMAIL:

SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

RUSH TRUCK CENTER-PHARR
4700 N. CAGE
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PREGINCT 3

CONTRACT NO: N/A

SPECIAL INSTRUCTIONS: REQ# 385

VENDOR NOTES:

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is ship placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Our number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		****APPROVED BY SAUL RAMIREZ****		
2.00	EACH	EX. (ITEM# 16-09190L(PB) HEADLAMP ASSY W/O HARNESS	517.21	517.21
1.00	EACH	EX. (ITEM# 129-6026(PB) CROWN -335	582.33	582.33
1.00	EACH	EX. (ITEM# FRT) FREIGHT	100.00	100.00
		TOTAL:		1,199.54
		UNIT# 161 2008 PETERBILT DUMP TRUCK VIN# 2NPRLN9X08H767432 L/P# RBP0R25ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		***** For Hidalgo County use only 4-1200-431-00-123-005-0-672		1,199.54

Authorized by: Martha L. Salazar (m)



RUSH TRUCK CENTER, PHARR
 4700 N CAGE BLVD
 PHARR TX US 78577-9694
 956-782-4511

INVOICE DATE 12/05/2014 03:27:07 PM	
INVOICE NUMBER 96040497	
CUSTOMER NO. 102805	BRANCH 1007
PAGE 1 OF 2	

*** www.rushtruckcenters.com ***

Parts Invoice

SOLD TO:
 HIDALGO COUNTY PCT 3
 PO BOX 607
 MISSION TX 73573-0000

HIDALGO COUNTY PCT-3
 PO BOX 607
 MISSION TX 78573-0000
 SIGN: 267659
 REQ# 718662

Picked Up By Customer

PO#

THE BUYER HEREBY AGREES TO HOLD THE MANUFACTURER, THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY. DEALER NEITHER ASSUMES FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT OR SERVICES. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS DOCUMENT, NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE. ALL WORK ORDER OF THE CUSTOMER ARE DUE AND PAYABLE BY THE STRICT ADDRESS SET FORTH ABOVE. I REPRESENT THAT I AM THE CUSTOMER OR AN AGENT AS A SOLE AUTHORIZED AGENT TO SIGN THE CUSTOMER'S CUSTOMER PERMITS TO PAY THE AMOUNT SHOWN BELOW, TOGETHER WITH OTHER CHARGES NOW, IF ANY, IN ACCORDANCE WITH THE CUSTOMER'S CHANGE ALLOWANCE WITH YOU.

CUSTOMER-PO	REFERENCE	MAIN-NUMBER	CUSTOMER-ADVISOR
719062	4353557	9565854500	8745/6712

SO ITEM#	SALES QTY	PART NUMBER	DESCRIPTION	CORE	SPCL ORD/BACKORD	UNIT RATE	UOM	EXTENSION	BIN LOC
10	1	16-09190L:PB	HEADLAMP ASSY-W/O HARNESS			517.21	EA	517.21	4100
40	1	L29-6026:PB	CROWN-335			582.33	EA	582.33	
			Hot Flag 01 - Next Day Air		4501559228				
30	1		SHIPPING AND HANDLING			100.00	EA	100.00	

 Interstate Billing Svc #: R288661

REMIT TO:
 INTERSTATE BILLING SERVICE, INC
 P.O. BOX 2208
 DECATUR AL 35609-0000

INVOICE RECEIVED BY
L. Mendoza ON 12/5/14
 GOODS/SERVICES RECEIVED BY
A. Luna ON 12/5/14

SUBTOTAL	1199.54
SALES TAX	
DOWNPAYMENT	
BALANCE DUE	1199.54

4 1200-431-00-123-0050-672

~~1200-431-00-123-0050-672~~

Authorization Charges: I represent that I am the purchaser, or am acting as a duly authorized agent of and have authority to bind the purchasing ("customer"). Quotations on parts and labor are current and subject to change. I understand that you will have a lien on the purchased part and on the Vehicle to which it is attached in the event I fail to pay the parts charges when due. I understand that all charges are due and payable by me at the Rush truck center location indicated above.

Disclaimer of Warranties/Returns/Refunds: ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE RUSH TRUCK CENTER OR RUSH TRUCK CENTER FACILITY LISTED ABOVE ("DEALER") HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCTS OR SERVICES SOLD HEREBY. DEALER NEITHER ASSUMES FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT OR SERVICES. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS DOCUMENT, NO REFUNDS AFTER 30 DAYS. ELECTRICAL PARTS ARE NOT RETURNABLE.

Miscellaneous: Replaced parts will not be returned to CUSTOMER unless requested in writing by CUSTOMER at the time of repair. I agree that you are not responsible for loss or damage to (i) my Vehicle, (ii) articles left in the Vehicle or (iii) trailers (and cargo contained in trailers), whether such trailers are attached to or detached from the Vehicle, in case of fire, theft or any other cause beyond your control. I agree you are not responsible for any delays in repairs or any downtime, including without limitation delays or downtime caused by the unavailability of parts or delays in parts shipments by the supplier or transporter. Should there be a need for you to move or test my Vehicle I hereby grant you and/or your employees permission to operate the Vehicle on streets, highways or elsewhere for the purpose of testing, inspection and/or delivery.

SUBTOTAL	TAX STATUS/STATE	SALES TAX	PLEASE PAY
1199.54	EXEMPT/TX		1199.54

Customer or Customer's Agent [Signature]

PAYMENTS ARE DUE ON OR BEFORE THE 10TH OF THE MONTH. ACCOUNTS WILL BE CONSIDERED PAST DUE BY THE 25TH OF EACH MONTH. NO ORDERS WILL BE PROCESSED IF PAYMENT IS NOT RECEIVED BY THE 25TH.

TERMS
 Net 10 days