





**ADDITIONAL TERMS AND CONDITIONS  
OF RENTAL AGREEMENT**

**1. LESSOR'S OBLIGATION:** All rental equipment shall be in good operating condition at the time furnished by LESSOR. Acceptance of equipment by LESSEE will constitute acknowledgement that the equipment was furnished in good, safe, and serviceable condition unless NUECES POWER EQUIPMENT is notified to the contrary in writing within three (3) days following receipt of the equipment.

**2. TRANSPORTATION EXPENSES:** Unless otherwise stated, all transportation expenses from, or to, the place of business of LESSOR shall be paid by LESSEE.

**3. LESSEE'S OBLIGATIONS TO REPAIR AND MAINTAIN:** LESSEE shall, at LESSEE'S expense, supply all fuel, lubricants, repair parts, labor, and all other items necessary to operate the equipment and to maintain it in good operating condition during the term of this Rental Agreement. The equipment shall be returned in the same condition as when received, except for normal wear. If the equipment, when returned to LESSOR, is in need of repair, or is in a damaged and worn condition (including damage and wear to tires), not attributable to normal wear, LESSEE shall be obligated to pay to LESSOR the reasonable cost of the repairs and, in addition, LESSEE shall be obligated to continue the payment of rental, at the rate herein stated, for the period of time reasonably necessary to repair LESSOR'S equipment and to restore it to a good, safe, and serviceable condition. LESSEE agrees that any repairs and labor furnished by NUECES POWER EQUIPMENT, shall be charged to and paid by LESSEE at NUECES POWER'S established prices plus any local, county, or state tax, for similar repairs, parts, or accessories, in force at the time same are supplied.

**4. LESSEE'S RESPONSIBILITY FOR LOSS:** LESSEE is responsible for the rented equipment at all times while it is in the possession, custody, or control of LESSEE and all risks of loss shall be borne by LESSEE, whether such loss is caused by the negligence of LESSEE, abuse, fire, theft, accident, or any casualty of any nature whatsoever, it being the intent of LESSOR and LESSEE that LESSEE shall bear any loss resulting from the loss of or damage to said equipment, whether or not LESSEE was in any way at fault.

**5(a). INSURANCE:** LESSEE shall provide the following physical damage insurance coverage on the rented equipment to LESSOR:

\$1000.00 deductible - all risks - contractor's equipment floater with the loss payable clause in favor of Nueces Power Equipment.

LESSEE shall, in such event, furnish certificate of insurance coverage to LESSOR, which coverage shall be through existing policies owned by LESSEE, or through any insurance company authorized to do business in the State of Texas.

**5(b).** LESSEE shall promptly pay all taxes and assessments on the equipment (including but not limited to any federal, state and local taxes).

**6. INDEMNITY:** LESSEE shall indemnify LESSOR against, and hold LESSOR harmless from all claims, actions, proceedings, costs, damages, and liability, including attorneys' fees and investigation expenses incurred in the defense of any said claims, arising out of, or connected with, or resulting from the rented equipment, including without limitation, the manufacture, selection, delivery, possession, use, maintenance, operation, or return thereof.

**7. DISCLAIMER OF ALL WARRANTIES:** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT RENTED AND HEREBY DISCLAIMS THE SAME. There are no oral or written promises, terms, conditions, representations, or warranties, of any nature whatsoever, express, or implied, concerning the herein described equipment.

**8. LIMITATION OF LESSOR'S LIABILITY:** In the event the rental equipment is not in good operating condition at the time furnished by LESSOR, and LESSOR is notified thereof within the time stated in paragraph 1, LESSOR shall refund a pro rata part of the rental charge until the equipment is placed in good operating condition by LESSOR. Such right to obtain a refund of rental shall constitute LESSEE's sole and exclusive remedy and LESSEE hereby agrees that no other remedy, (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM, OR DAMAGE WHATSOEVER, INCLUDING LOSS OF TIME, OR INJURY TO PERSON, OR PROPERTY, OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) shall be available to LESSEE.

**9. DEFAULT BY LESSEE AND ATTORNEYS' FEES:** If LESSEE shall make default in punctually paying any rental, or if LESSEE shall breach any other term, covenant, or condition of this Rental Agreement, then and in any such event, LESSOR shall have the right to retake immediate possession of the said equipment and for such purpose LESSOR may enter upon any premises where said equipment may be and with or without notice to its intention to retake the same, without being liable to any suit or action or proceeding by LESSEE. Upon LESSOR's retaking possession of the said equipment, and for such purpose LESSOR may enter upon any premises where said equipment may be and with or without notice to its intention to retake the same, without being liable to any suit or action or proceeding by LESSEE. Upon LESSOR's retaking possession of the said equipment, this Rental Agreement shall thenceforth terminate without prejudice to LESSOR's right to recover for rental accrued to the time LESSOR takes possession of such equipment, and any damages for repair costs, and additional rental, which may be payable to LESSOR under the provisions of paragraph 3 above. LESSEE agrees to pay the reasonable expenses incurred by LESSOR for attorneys' fees and court costs in connection with the enforcement of any obligations of LESSEE, or the collection of any monies owed by LESSEE, under the terms of this Agreement.

**10. APPLICABLE LAW; VENUE:** The construction, enforcement, interpretation and validity of this agreement shall be governed by the laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this agreement shall lie in Nueces County, Texas.



DELIVERY TICKET AND RENTAL AGREEMENT

ABILENE, TX (325) 794-0066



VICTORIA, TX (361) 576-0066

NUECES POWER EQUIPMENT

P.O. BOX 4789 CORPUS CHRISTI, TX 78469 (361) 289-0066

LAREDO, TX (956) 725-0066



EL PASO, TX (915) 541-0066

EDINBURG, TX (956) 702-0066

SAN BENITO, TX (956) 361-0066

DATE: \_\_\_\_\_

RENTED/SOLD TO: \_\_\_\_\_

DELIVER TO: \_\_\_\_\_

TERMS - NET 10 DAYS ALL PAYMENTS DUE AT CORPUS CHRISTI, NUECES COUNTY, TEXAS. WE RESERVE THE RIGHT TO CHARGE INTEREST AT HIGHEST LEGAL RATE ON CHARGES NOT PAID WITHIN 30 DAYS OF THE DUE DATE. F.O.B. POINT: UNLESS OTHERWISE INDICATED EQUIPMENT IS F.O.B. POINT OF ORIGIN AND RETURN TO SAME. PLEASE REMIT TO: P.O. BOX 4789 CORPUS CHRISTI, TX 78469

NOT PROTECTED AGAINST FREEZING

HOUR METER IN \_\_\_\_\_

HOUR METER OUT \_\_\_\_\_

CUSTOMER NO.: \_\_\_\_\_

JOB NO.: \_\_\_\_\_

ORDERED BY: \_\_\_\_\_

TOTAL \_\_\_\_\_

FOUR WEEK RATE: WEEK RATE: DAY RATE:

Table with columns: QUAN., DESCRIPTION, SERIAL NUMBER, PER, RATE, PRICE EXTENSION

DATE OUT CK'd. BY REC'D BY:

DAMAGE NOTED

FUEL OUT:

RET. DATE CK'd. BY RET'D BY:

DAMAGE

FUEL IN:

VALUE OF EQUIPMENT \$ \_\_\_\_\_

Summary table with rows: RENTAL CHARGES, TRANSPORTATION CHARGES, OTHER CHARGES, SALES TAX, TOTAL INVOICE

RENTAL AGREEMENT

NUECES POWER EQUIPMENT, LESSOR, hereby agrees to rent to the undersigned LESSEE, the above described equipment for the term, and at the rental rate per day, week, or four (4) week period, above stated, plus all city, county & state tax. The stated rental rate is based upon use of the equipment for not more than eight (8) hours in one day, forty (40) hours per week, or one hundred seventy two (172) hours per four (4) week period. LESSEE agrees to notify LESSOR of any excessive use and to pay LESSOR an additional pro rate portion of the applicable rental rate for the extra use of the equipment. All rentals shall be paid to NUECES POWER EQUIPMENT, in advance, on the first (1st) day of each rental period. All past due rental shall bear interest at the highest legal rate until paid. All sums payable to LESSOR for rental, or otherwise, under the terms of this Agreement shall be paid in Corpus Christi, Nueces County, Texas. LESSEE ACKNOWLEDGES THAT THE OPTION TO PURCHASE THE EQUIPMENT EXISTS ONLY WHEN ARRANGEMENTS FOR RENT-TO-OWN ARE MADE PRIOR TO THE RENTAL. LESSEE ACKNOWLEDGES THAT THE TERMS AND CONDITIONS STATED ON THE REVERSE SIDE HEREOF ARE A PART OF THIS RENTAL AGREEMENT, AND LESSOR AND LESSEE AGREE TO ALL OF SAID TERMS AND CONDITIONS. INSURANCE: LESSEE shall provide the following physical damage insurance coverage on the rented equipment to LESSOR: \$1,000.00 deductible - all risks - contractor's equipment floater with the loss payable clause in favor of Nueces Power Equipment. LESSEE shall, in such event, furnish certificate of insurance coverage to LESSOR, which coverage shall be through existing policies owned by LESSEE, or through any insurance company authorized to do business in the State of Texas.

DATE

WITNESS

LOSS DAMAGE WAIVER

LESSEE

\*You, (Lessee) shall at your expense provide and maintain protection against loss, damage or destruction to the rental/leased equipment, for its full replacement value. Alternatively, this contract offers a Loss Damage Waiver to cover your responsibility for the loss, damage or destruction to the leased equipment. To the extent that such loss, damage or destruction results from your gross negligence or willful misconduct, any limitation of your responsibility provided by the Loss Damage Waiver or otherwise shall be void. Before deciding whether to purchase the Loss Damage Waiver, you may wish to determine whether your own insurance affords you comparable coverage for damage to the leased equipment and the deductible amount you would be responsible for under your insurance. The purchase of this Loss Damage Waiver is not mandatory and may be declined. The fee for this Loss Damage Waiver is 15% of the rent with a \$1,000.00 deductible per claim and will be reflected on your invoice or other notice to you. Waivers hereunder do not constitute insurance. Please initial below that you have read the paragraph above in its entirety and understand its terms.

\_\_\_\_ the optional Loss Damage Waiver described therein. \_\_\_\_\_ the optional Loss Damage Waiver described therein and will furnish NPE with an Insurance Certificate. ACCEPT DECLINE

PLEASE READ ADDITIONAL TERMS AND CONDITIONS ON BACK BEFORE SIGNING

**Zimbra****elena.gomez@co.hidalgo.tx.us**

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**Re: 2016-058 Rental of Heavy Equipment**

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**From :** Robert Zohrer  
<roberto@npetex.com>

Mon, Apr 18, 2016 02:10 PM

**Subject :** Re: 2016-058 Rental of Heavy  
Equipment

**To :** Elena Gomez  
<elena.gomez@co.hidalgo.tx.us>

Hi Elena,  
thanks for the email. We understand that any contract executed in Texas by two entities registered in Texas are bound to the provisions set forth by Texas state law, so that is not a problem. Amending our contract forms at this time is not feasible as multiple locations are using it and they are ordered and printed in large quantities in batches. If your legal department needs something further, signed or in writing, to address this concern please forward it to me and I'll have our management look at it.

Regarding the insurance we do need to see something regarding the limits of the county's liability coverage, if you can send something over then we should be fine.

Sincerely,

Robert Zohrer

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**From:** Elena Gomez <elena.gomez@co.hidalgo.tx.us>

**Sent:** Monday, April 18, 2016 11:54 AM

**To:** Robert Zohrer

**Subject:** Fwd: 2016-058 Rental of Heavy Equipment

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-41523

Date Filed:  
04/18/2016

Date Acknowledged:  
04/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nueces Power Equipment  
San Benito, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-058-MEG  
Heavy Equipment Rental

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
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5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

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FORM 1295

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Hidalgo County

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2016-058-MEG  
Heavy Equipment Rental

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|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
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|   |                          |  |                                       |              |

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Zohrer, this the 18 day of April, 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
Signature of officer administering oath

Eliza Mock  
Printed name of officer administering oath

Notary  
Title of officer administering oath