



- 5151 Cash Road, Dallas, Texas75247
- 1350 N.E. Loop 820, Fort Worth, Texas76106
- 1042 S.E. Loop 410, San Antonio, Texas78220
- 2116 E. Loop 281, Longview, Texas75605
- 312 Park Street, Mercedes, Texas78570
- 1150WestOldSettlersBlvd.,RoundRock,Texas78681
- 1 Mile West of I-45 on FM 164, Buffalo, Texas75831
- 8450 Breen, Houston, Texas77064

CUSTOMER EQUIPMENT ORDER

Date: _____

INVOICE TO	NAME	Customer No.		
	Address			
	City	County	State	Zip

SHIP TO	Name			
	Address			
	City	County	State	Zip
	Job Name			Job No.

CUSTOMER ORDER NO.	OUR ORDER NO.	F.O.B.	DATE SHIPPED	VIA	PREPD.	COL	TERMS

By this order, the undersigned customer requests ROMCO Equipment Co., the Company, to ship as specified above, the following equipment:

"Notice is hereby given that ROMCO Equipment Co., will assign to ROMCO Exchange Co., LLC its rights under any sales contract to sell the equipment described herein or to purchase trade-in property described herein."

SALE OR RECAPTURE PRICE

QUANTITY	MACHINE AND MODEL	RENTAL RATE	UNIT PRICE	EXTENSION
DESCRIBE TRADE-IN:			SUBTOTAL	
SPECIAL TERMS ON TRANSACTION:			FREIGHT	
			TRADE-IN ALLOWANCE ()	
			HEITAX	
			DIESELEQUIPMENT SURCHARGE	
			SALESTAX	
			NET PRICE	

CUSTOMER IS ORDERING THIS EQUIPMENT UNDER CONDITIONS CHECKED BELOW:

- Cash
 Note & Security Agreement
 Rental
 Lease
 With Purchase Option LEASE

OR RENTAL: Customer agrees to pay Company rental single shift operation at the rate of \$_____ per _____
 _____ plus applicable sales tax for a minimum period of _____ months, commencing _____.

RENTAL RATES ARE FOR NORMAL AND REASONABLE USE (UP TO 8 HOURS PER DAY, 40 HOURS PER WEEK, OR 176 HOURS PER MONTH/4 WEEK PERIOD) AND WILL BE INCREASED PROPORTIONATELY FOR ANY GREATER USE. IF CUSTOMER HAS PURCHASE OPTION, IT MAY BE EXERCISED AT ANY TIME DURING TERM SO LONG AS CUSTOMER IS NOT IN DEFAULT, FOR CASH OR ON TERMS ACCEPTABLE TO COMPANY. REPAIR COSTS (EXCLUDING WARRANTY) PAID BY COMPANY DURING THE PERIOD OF LEASE OR RENTAL WILL BE ADDED TO THE PURCHASE OPTION PRICE OF THE UNIT SHOWN ABOVE UPON EXERCISE OF OPTION.

THIS ORDER IS ALSO SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF WHICH CUSTOMER DECLARES HE HAS READ AND UNDERSTANDS. SUCH TERMS AND CONDITIONS INCLUDE AN EXPRESS DISCLAIMER OF CERTAIN WARRANTIES AND LIABILITIES.

Accepted for ROMCO Equipment Co. _____

Customer: _____

In Dallas County, Texas on _____ 20_____

Signed By: _____

By: _____

Title: _____

Title: _____

Print Name: _____

Salesman: _____

T E R M S A N D C O N D I T I O N S
(Please Read Carefully)

This order is subject to the following definitions, terms and conditions which shall apply with equal force and effect whether this order involves a SALE or RENTAL of equipment.

1. The Company reserves the right to accept or reject this order by its authorized agent at its principal office in Dallas County, Texas, and shall not be required to give any reason for non-acceptance. In the event of such rejection, Company will not be responsible or liable to customer in any manner whatsoever.
2. This order when accepted in writing by Company shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in transportation, acts of God, embargoes, or Governmental action or any other causes beyond the control of Company whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Company from any responsibility or liability to the customer under the terms hereof.
3. The Company's responsibility to customer for shipment ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring after such delivery shall be made by the customer direct to the transportation company. Any claims by customer for shortages in shipment shall be made within three days after receipt of shipment.
4. The Company shall not be responsible or liable for any damages, whether on account of personal injuries, death, or otherwise suffered or sustained in the operation of said machinery, nor for any damages resulting to the customer by reason of delays of any failure or alleged failure of said machine to operate. The term "damages" as used herein shall include, but is not limited to, consequential damages, including lost profits. Customer shall hold Company harmless from any claim, demand, action, or proceeding related to such damages **to the extent permitted under the Constitution and laws of the State of Texas.**
5. 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, Financial Statement, Request for Information, and Request for Statement of Account and List of Collateral) as may be reasonably required by Company to consummate this ORDER when accepted. If payment in full for the equipment covered by this order shall not have been made within ten days of delivery, Seller may file a copy of this order as a Financing Statement to perfect Seller's Security Interest in said equipment, and Purchaser acknowledges that said equipment is being acquired by Purchaser (as Debtor) from Seller (as Secured Party), and that Seller retains a Security Interest therein in accordance with the terms and provisions of the Uniform Commercial Code.
6. 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 first and superior lien to any and all other Security Interests, liens, mortgages and encumbrances whatsoever.
7. Where terms agreed to are other than for 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.
8. All payments are due and payable to the office of Company in Dallas County, Texas or at the office of any assignee hereof in Dallas County, Texas, in lawful money of the United States, and will be subject to a late charge after maturity until paid computed at the highest legal contract rate of interest permissible in the State of Texas.
9. Customer agrees to sole responsibility for all loss or damage to equipment after delivery, and shall have the same insured in favor of Company against all hazards to the extent of the Market Value determined by Company, and shall furnish evidence of such insurance upon request of Company.
10. Customer acknowledges responsibility for all sales, use or similar taxes and except as included above, such taxes shall be added to the payments quoted, or in lieu thereof Customer shall provide Company with a tax exemption certification acceptable to the taxing authorities.
11. This order, when accepted by the Company, shall constitute the entire agreement of the parties, and Customer agrees that Company is not bound by any representations, promises or agreements made by any officer, agent or employee of Company relative to this transaction which are not embodied herein; and this order may be modified or rescinded only by a writing signed by both parties hereto.
12. **COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, AND SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

Elena Gomez, Procurement Process Coordinator
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
(956) 318-2626 x 4855
(956) 292-7612
elena.gomez@co.hidalgo.tx.us

From: "Pedro Hernandez" <PHernandez@romco.com>
To: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Monday, April 18, 2016 4:50:28 PM
Subject: RE: 2016-058 Rental of Heavy Equipment

Mrs. Gomez,

On one of them I just wrote it in there, but on the electronic one, I was able to place a sticky note. Hope this works, let me know,

Thank you,

From: Elena Gomez [mailto:elena.gomez@co.hidalgo.tx.us]
Sent: Monday, April 18, 2016 11:55 AM
To: Pedro Hernandez <PHernandez@romco.com>
Subject: Fwd: 2016-058 Rental of Heavy Equipment

Good Morning,

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

Fwd: 2016-058 Rental of Heavy Equipment

From : Martha Salazar
<martha.salazar@co.hidalgo.tx.us>

Tue, Apr 19, 2016 08:25 AM

Subject : Fwd: 2016-058 Rental of Heavy
Equipment

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

See comments below on signature/initials of vendor

From: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>

To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Sent: Tuesday, April 19, 2016 8:19:09 AM

Subject: Re: 2016-058 Rental of Heavy Equipment

That is fine....we just need to have the Judge initial (or whoever is signing off on this).

THanks.

Josephine Ramirez Solis

Assistant Criminal District Attorney

Chief - Civil Division

Office of Criminal District Attorney

Hidalgo County, Texas

100 N Closner Rm 303

Edinburg, TX 78539

(956) 292-7609 ext. 8186

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:
2016-41575

Date Filed:
04/18/2016

Date Acknowledged:

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

ROMCO Equipment Company
Mercedes, 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.

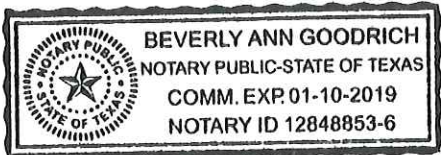
2016-058-MEG
Rental of heavy construction equipment.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



AFFIX NOTARY STAMP / SEAL ABOVE

Pedro Hernandez
Signature of authorized agent of contracting business entity

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

Beverly A Goodrich Beverly A Goodrich Notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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**

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

ROMCO Equipment Company
 Mercedes, TX United States

Certificate Number:
 2016-41575

Date Filed:
 04/18/2016

Date Acknowledged:
 04/20/2016

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
 Rental of heavy construction equipment.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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