



Dish Machine Rental Program

This agreement is made by and between SSDC and the Hidalgo County Sheriff's Office

Account Name (Bill to address if diff than location):

Hidalgo County Sheriff's Office Phone: **956-383-8114**

Street: **711 El Cibolo Rd.**

City: **Edinburg** State: **TX** Zip: **78539** County: **Hidalgo**

Contact Name: **Emilia Uriegas** Distributor Account Number: _____

Account operates as a: Proprietorship Partnership Corporation Government Entity

Location (Ship to address, if different than above):

The equipment covered in this rental agreement is to be used in the approved location only and cannot be moved. If the above address is not the correct location for equipment, the correct address and information is:

Account Name: _____

Address: _____

City: _____ State: _____ Zip: _____ County: _____

Contact Name: _____ Distributor Account Number: _____

Property Owner – if different from Account owner (write "same" if so):

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____ County: _____

Contact Name: _____

Equipment:

The equipment to be provided by SSDC to the Account is a dishmachine

Brand: **ads** Model: **ads 66" with j27 booster heater** Serial Number: _____

- ◇ All other equipment such as: tables, water softeners, racks, pressure tanks etc. will be purchased as a separate part of the agreement and not included in this rental.
- ◇ This equipment is wholly owned by SSDC and Account recognizes no right nor authority to sell, trade, rent or lease. Ownership can only be transferred by SSDC.
- ◇ Account must provide adequate insurance covering damage to the dishmachine.
- ◇ Proper electrical, water and drain connections are to be supplied by the account before the machine can be installed.
- ◇ **If carrier attempts to deliver damaged machine, please refuse delivery.**

Products:

The account agrees to continuously use a minimum of six sanitation products, including a delimer and all warewashing items, supplied by SSDC or our approved distributor.

Payments:

The Account shall make the following payments:

- ◇ A non-refundable security deposit of: **\$125.00** Payable to Performance Foodservice/Roma acting as billing agent for SSDC.
- ◇ A monthly rental fee of: **463.95** will be charged to the Account.
- ◇ **A \$300 penalty fee per machine will be assessed by SSDC, to PFS, then billed to customer if order is cancelled after shipment**
(Initial: _____)

All billing will be made by and submitted to the approved distributor.

References: Please supply two business references.

Business: _____ Phone Number: _____

Business: _____ Phone Number: _____

Account and SSDC each agree to the above and the 14 items covered on the following pages.

Manager/Owner's Name: **County Judge, Richard F. Cortez** (Please Print) _____ (Sign)

SSDC/Distributor Representative: _____ (Date)



Dish Machine Rental Program **TERMS AND PROVISIONS**

1. The Dish Machine that will be provided by SSDC consists of: (a) equipment, (b) installation of equipment, (c) parts and service as necessary to maintain the equipment in satisfactory working condition, (d) service calls as required at any time on the machine which relate to machine malfunction; however, SSDC will not be responsible for problems created by lack of hot water, water conditions, abuse to the equipment, or failure to perform cleaning requirements on the equipment as outlined by SSDC. All services to be provided by SSDC under this Agreement may be provided by an authorized representative. Account agrees to purchase machine detergent, sanitizer, rinse aid, and delimer, as well as general kitchen sanitation chemicals **minimum of six products total (Initial: _____)** from SSDC or approved distributor exclusively and continuously during the entire execution of this contract.
2. Delivery of the equipment required to initiate service under this Agreement will be made within thirty (30) days from the date hereof. Account will, at its own expense: (a) provide the space, electrical outlet, hot water (140 degrees F) supply line, and drain to accommodate the installation of the equipment and (b) obtain all permits necessary for the installation and operation of the equipment.
3. Title to the equipment shall remain with, and the equipment shall be the sole property of, SSDC. Account shall have no title, right, or interest to the equipment, but only the right to use it under this Agreement. Account agrees that it will not permit removal or defacement of any identifying labels and serial numbers affixed to the equipment or the removal of the equipment, or any of its components, from the location at which it was installed. Account agrees to notify SSDC promptly if any identifying labels on the equipment become illegible or are defaced. SSDC and its authorized representatives shall at all times have a right of access to the equipment for purposes of providing the services required and of protecting the rights of SSDC provided in this Agreement. Account will provide SSDC with written waivers from any persons who may claim an interest in this equipment by reason of its manner of installation or use.
4. Account agrees to pay approved distributor, or its authorized SSDC representative, all sums due as provided in this agreement in accordance with the Texas Prompt Payment Act. The deposit will be payable in advance. Initial security deposit shall be paid to distributor as security for the faithful performance by Account of its promises contained in this Agreement. As additional Rental-Service charges, Account agrees: (a) to the extent allowed by the Constitution and the laws of the State of Texas, to indemnify and hold harmless from all costs or damages, including reasonable attorney's fees in contesting the same, incurred by Distributor or SSDC by reason of the disposition by scrapping or otherwise of any existing dishwashing machines, or other appliances, or tables removed to accommodate the installation of the equipment
5. Account agrees to maintain adequate plumbing drainage for the equipment and it will not change, alter, or repair the equipment, or use any detergents, sanitizers, cleaning agents, or drying agents in the operation of the equipment except those supplied by SSDC and Distributor or approved by SSDC in writing for use in or on the equipment without SSDC's written consent. To the extent allowed by the Constitution and the laws of the State of Texas, Account shall be liable for any loss, damage, or injury caused to the equipment by the willful action of Account or its agents or employees.

Manager/Owner's Signature: _____ **Date:** _____



6. Account's rights under this Agreement shall terminate at the option of SSDC and SSDC shall have the right to take immediate possession of the equipment: (a) upon expiration of the initial or any renewal term, or (b) in the event of a default by Account in the performance of any of its promises contained herein, or (c) if Account is subject to a voluntary or involuntary party to any proceeding under the Federal Bankruptcy Laws or any state insolvency laws, or (d) if Account makes an assignment for the benefits of its creditors.
7. The failure of either party to require performance by the other of any promise contained herein shall not constitute a waiver or that promise, or any other promise, contained herein.
8. To the extent allowed by the Constitution and the laws of the State of Texas, Account and SSDC each mutually agree that neither shall be liable to the other or its insurer for accidental property damage to or caused by the equipment except where negligence by either party caused the damage and each hereby waives all rights of subrogation that either may have against the other therefore.
9. Account must provide adequate insurance covering the dish machine against damages such as, but not limited to: fire, water, storm, etc.
10. This Contract shall be for a period of three (3) years commencing on the date this agreement is entered into. Account or SSDC may terminate this agreement with or without cause with a sixty (60) day prior written notice. In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903.
11. Account represents that it has full right and authority to enter into this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.
12. SSDC's authorized representative who may sign this Agreement on SSDC's behalf is authorized only to complete the blanks on the Rental Agreement page of this Agreement; they are not authorized to make any promises or representations not expressly covered herein or to modify this Agreement in any way.
13. To the Extent allowed by the Constitution and the laws of the State of Texas, this Agreement will be binding upon the parties hereto and their respective heirs, successors, and assigns.
14. SSDC reserves the right to disrupt service in the event of delinquency.
15. Cash Price \$12,338.00

I have read and agree with the fourteen (15) items listed on the preceding pages.

Manager/Owner's Signature: _____ **Date:** _____