

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
April 14, 2020
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

Virtual Meeting Notice: Pursuant to the suspension of various provisions of the Texas Open Meetings Act implemented by Governor Greg Abbott on March 16, 2020 due to the Coronavirus Disease (COVID-19), the Williamson County Commissioners Court will be conducting its meeting virtually by video/audio conferencing. Members of the public may watch the virtual meeting live by going to <http://www.wilco.org/livemeetings>. Members of the public who wish to address the Commissioners Court during the Public Comment Period or on a particular agenda item may do so, in person, at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, pursuant to the Rules of Procedure, Conduct, and Decorum at Meetings of the Williamson County Commissioners Court and pursuant to the Social Distancing Requirements of the Stay Home Stay Safe Order (as may be amended) issued by Williamson County Judge Bill Gravell, Jr. on March 24, 2020.

1. Review and approval of minutes.
2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

(Items 4 – 6)

4. Discuss, consider and take appropriate action on ratifying agreement for rental of ten (10) Travel Trailers from Woody RV Rentals, LLC in the amount of \$18,340.00, to support the operations of the Williamson County Emergency Services Operations Center, and exempting this rental from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).
5. Discuss, consider, and take appropriate action on ratifying a Lease Agreement between Williamson County and Thermal Trek, Inc. for the lease of refrigerated trailers, in the amount of \$13,020.00, to support the operations of the Williamson County Emergency Services Operations Center, and exempting this purchase/lease from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2).
6. Discuss, consider, and take appropriate action on ratifying purchase for Tyvek Coveralls between Williamson County and Envirosafety in the amount of \$31,182.00 to support the operations of the Williamson County Emergency Services Operations Center, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

REGULAR AGENDA

7. Discuss, consider and take appropriate action to provide the Budget Office with directives regarding the 2020-2021 budget.
8. Deliberate, discuss, consider, receive information/situational updates and take any appropriate action on public health related matters, issues, business and concerns pertaining to the Coronavirus Disease 2019 (COVID-19).

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

9. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
 - A. Real Estate Owned by Third Parties
Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
 - a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
 - b) Discuss the acquisition of real property for CR 176 at RM 2243
 - c) Discuss the acquisition of real property: O'Connor Signal Project

- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- y) Discuss the acquisition of the MKT Right of Way
- B. Property or Real Estate owned by Williamson County
- Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
- a) Discuss County owned real estate containing underground water rights and interests.
- b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

10. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
- a) Business prospect(s) that may locate or expand within Williamson County.
 - b) Wolf Lakes
 - c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
 - d) Project Deliver
 - e) Project Advantage
 - f) Project Cedar
 - g) Project Expansion
 - h) Project Arcos
 - i) Project Woods
 - j) Project Co-Op
 - k) Project Reese
11. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District of Texas – Austin Division.
 - g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)
 - h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
 - i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas
 - j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
 - k) Valerie Adams - EEOC Charge No. 450-2018-03807
 - l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
 - m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.
 - n) BANGL Pipeline Project
 - o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division

- p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
- q) Anthony “Tony” Carter: EEOC Charge No. 451-2019-03927
- r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.
- s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.
- t) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- u) Claim of Regina Wright.
- v) Law on use of County facilities.
- w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
- x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
- y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

- 12. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

- 13. Discuss and take appropriate action concerning economic development.
- 14. Discuss and take appropriate action concerning real estate.
- 15. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) Employee/personnel related matters
 - d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - e) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
 - f) Case No. 1:17-cv-00290, Rodney A. Hurdsman v. Williamson County Sheriff Deputies Gleason et al, In The United States District Court For The Western District

of Texas – Austin Division.

g) Application to Obtain New Municipal Solid Waste Permit – Proposed Permit No. 2398 (Applicant - Lealco, Inc.)

h) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.

i) Cause No. 18-0903-C425/Court of Appeals Number: 01-19-00025-CV; Dee Hobbs, Williamson County Attorney v. Bill Gravell, Jr., Williamson County Judge, and Terry Cook, Cynthia Long, Valerie Covey and Russ Boles, County Commissioners; In the 425th District Court of Williamson County, Texas

j) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.

k) Valerie Adams - EEOC Charge No. 450-2018-03807

l) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.

m) Case No. 19-0466-CC1; Billy Baskett v. Williamson County Sheriff's Office et. al; In the County Court at Law No. 1 of Williamson County, Texas.

n) BANGL Pipeline Project

o) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division

p) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas

q) Anthony "Tony" Carter: EEOC Charge No. 451-2019-03927

r) Case No. 1:19-CV-938-RP; Langham v. Fuentes, et al., in the United States District Court, Western District of Texas, Austin Division.

s) Discuss Williamson County Subdivision Regulations and Texas Local Government Code Chapter 232.

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u) Claim of Regina Wright.

v) Law on use of County facilities.

w) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.

x) Civil Action No. 1:20-CV-00062; Jaivonte Roberts v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.

y) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.

16. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

17. Comments from Commissioners.

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 10th day of April 2020 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**4.****Meeting Date:** 04/14/2020

Ratification of RV Rental agreement with Woody RV Rental

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on ratifying agreement for rental of ten (10) Travel Trailers from Woody RV Rentals, LLC in the amount of \$18,340.00, to support the operations of the Williamson County Emergency Services Operations Center, and exempting this rental from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

Background

This rental agreement is for temporary housing of Personnel aiding in the response to COVID-19 in the ESOC. Term of this agreement sixty (60) days. Due to the urgency of this request, this agreement was signed by the County Judge prior to Commissioners Court approval. Department point of contact Julie Kiley and Michael Shoe. Funding source 01.0100.0409.004987.

Fiscal Impact

From/To	Acct No.	Description	Amount
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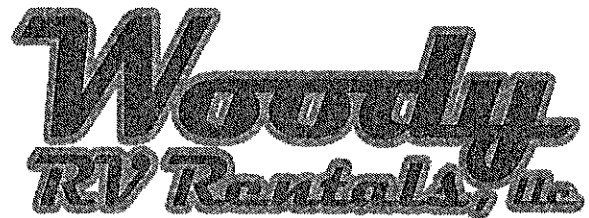
Attachments

executed RV rental and additional terms

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Randy Barker	04/08/2020 03:15 PM
County Judge Exec Asst.	Andrea Schiele	04/08/2020 05:40 PM
Form Started By: Kerstin Hancock		Started On: 04/05/2020 04:19 PM
Final Approval Date: 04/08/2020		

Woody RV Rentals
 1751 County Road 107
 Hutto, TX 78634
 (512) 944-5800
 accounting@woodyrvrentals.com
 http://www.woodyrvrentals.com



Specializing in Family Vacation Fun

INVOICE

BILL TO

Kerstin Hancock

INVOICE # 2798

DATE 04/02/2020

DUE DATE 04/02/2020

TERMS Due on receipt

EVENT
 COVID - 19

BEG RENTAL
 04/06/20

END RENTAL
 05/06/20

DATE	PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Rockwood 1	32' Bunkhouse travel trailer	1	1,650.00	1,650.00T
	Rockwood 2	32' Bunkhouse travel trailer	1	1,650.00	1,650.00T
	TSR Rockwood 1	32' Bunkhouse travel trailer	1	1,650.00	1,650.00T
	TSR Rockwood 2	32' Bunkhouse travel trailer	1	1,650.00	1,650.00T
	Revere	32' Bunkhouse travel trailer	1	1,650.00	1,650.00T
	Revere 2	30' Bunkhouse travel trailer	1	1,650.00	1,650.00T
	TSR Wildwood	30' Bunkhouse travel trailer	1	1,650.00	1,650.00T
	Minnie Winnie	30' Bunkhouse travel trailer	1	1,650.00	1,650.00T
	Linen Kit (1 Person Bed)	One-Time Fee Bed size(s): Comes with fitted and flat sheet, pillow, pillow case, comforter, and bath towel	16	40.00	640.00
	Kitchen Kit	One-Time Fee Includes pot, pan, plates, cups, silverware, and dish soap.	8	50.00	400.00
	Handling Fee	Sanitation and Prep Fee	8	100.00	800.00
	Delivery Fee	Per Mile or Set Fee based on Event Includes delivery to location, setup and hookup of unit to power (if available) and water (if available - option to have RV delivered with water tank full available upon request), pickup of unit, exterior cleaning of unit, and final holding tank dump. **Renter is responsible for all fuel charges related to on-board generator usage. This will likely result in an additional charge for fuel.	8	100.00	800.00
	Prepaid	Refundable when unit returns if no new	1	2,500.00	2,500.00

DATE	PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Security Deposit	damage is detected. Please allow 30 days for the return to be processed.			

Cancellations within 30 days of rental will forfeit your paid deposit. Deposit amount will be issued as a rental credit for future use.

SUBTOTAL	18,340.00
TAX (0%)	0.00
TOTAL	18,340.00
BALANCE DUE	\$18,340.00

Cancellations within 7 days will require payment for the full amount of rental. Amount will be issued as a rental credit for future use.

Judge Bill Gravell Jr.

Judge Bill Gravell Jr. (Apr 3, 2020)

Judge Bill Gravell Jr.

County Judge

Apr 3, 2020

Invoice_2798_from_Woody_RV_Rentals

Final Audit Report

2020-04-03

Created:	2020-04-03
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdsOB2cXBoNWSGwCRw8CaGcpzO6YuChl-

"Invoice_2798_from_Woody_RV_Rentals" History

-  Document created by Thomas Skiles (blake.skiles@wilco.org)
2020-04-03 - 9:39:50 PM GMT- IP address: 66.76.4.65
-  Document emailed to aschiele@wilco.org for delegation
2020-04-03 - 9:40:50 PM GMT
-  Email viewed by aschiele@wilco.org
2020-04-03 - 9:41:07 PM GMT- IP address: 66.76.4.65
-  Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org
2020-04-03 - 9:43:05 PM GMT- IP address: 66.76.4.65
-  Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature
2020-04-03 - 9:43:05 PM GMT
-  Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)
2020-04-03 - 9:49:51 PM GMT- IP address: 66.76.4.65
-  Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2020-04-03 - 9:51:09 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Signed document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org), Thomas Skiles (blake.skiles@wilco.org) and aschiele@wilco.org
2020-04-03 - 9:51:09 PM GMT



Adobe Sign

From: Woody RV Rentals
To: Kerstin Hancock
Subject: Estimate 1206 from Woody RV Rentals
Date: Wednesday, April 1, 2020 5:22:16 PM
Attachments: Estimate 1206 from Woody RV Rentals.pdf

EXTERNAL email: Exercise caution when opening.

Dear Kerstin Hancock,

The balance listed and the security deposit is due IN FULL on the invoice's Due Date. This is generally 3-4 days before your scheduled rental. The card provided for the one-day-down deposit will be run on said Due Date, unless WRVR is contacted prior to change the card option.

Cancellations or Attempts to Reschedule within 30 days of rental will forfeit your paid deposit. Deposit amount will be issued as a rental credit for future use.

Cancellations or Attempts to Reschedule within 7 days will require payment for the full amount of rental. Amount will be issued as a rental credit for future use.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
Woody RV Rentals

----- Estimate Summary -----
Estimate # : 1206
Estimate Date: 04/01/2020
Expiration Date: 04/03/2020
Total: \$18,340.00
The complete version has been provided as an attachment to this email.

Commissioners Court - Regular Session**5.****Meeting Date:** 04/14/2020

Ratifying Lease Agreement for Refrigerated Trailer

Submitted For: Randy Barker**Submitted By:** Thomas Skiles,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on ratifying a Lease Agreement between Williamson County and Thermal Trek, Inc. for the lease of refrigerated trailers, in the amount of \$13,020.00, to support the operations of the Williamson County Emergency Services Operations Center, and exempting this purchase/lease from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(2).

Background

This lease agreement is for five refrigerated trailers which will be used to aid in the response to COVID-19. This agreement is for a 1-month term in the amount of \$13,020.00. Due to the COVID-19 crisis this agreement was signed by the County Judge prior to Commissioners Court approval. Department point of contact Michael Shoe. Funding source 01.0100.0409.004987.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 04/08/2020

Reviewed By

Randy Barker

Andrea Schiele

Date

04/08/2020 03:15 PM

04/08/2020 05:41 PM

Started On: 04/08/2020 01:33 PM

DO NOT TAPE ANYTHING TO BOX

DO NOT TAPE ANYTHING TO BOX

THERMAL TREK, INC
1806 HYDRO DRIVE
AUSTIN, TEXAS 78728
512-385-9243
Service 512-836-8000

Thermal Trek, Inc. Lease Agreement No 20-126, made on 4/7/2020, between Thermal Trek, Inc. (Hereinafter referred to as "Lessor"), and WILLIAMSON COUNTY EMERGENCY OPERATIONS, (thereinafter referred to Lessee"):

Address: 100 WILCO WAY SUITE p101
City/State/Zip: GEORGETOWN, TEXAS 78626
Billing Address: 100 WILCO WAY SUITE p101
City/State/Zip: GEORGETOWN, TEXAS 78626
Phone: 512-943-1478
Contact Person: BLAKE SKILES

The Lessee agrees to Refrigerated Conex Unit(electric operation), (electric operation w/gasoline generator) or (diesel engine) hereinafter referred to as "RCU":

Note: Different lease/rental rates apply as to the different methods of operation for which the RCU is used.

RCU 50-5437, Year: N/A, Make: N/A, Serial No: N/A, License No. N/A State, TX. Refrigeration Unit Serial No. N/A, Model No. N/A; from Lessor and Lessor agrees to lease to the Lessee the above identified RCU.

WHEREAS, LESSOR is in the business of leasing RCUs and hereby represents that it is the owner of, or otherwise has lawful authority to lease, the RCU described above and in the Schedule(s) attached hereto; and

WHEREAS, LESSOR desires to lease said RCU to Lessee for the amounts and upon the terms and conditions hereinafter set forth; and

WHEREAS, LESSEE desires to lease said RCU solely for the purpose of mobile storage from LESSOR for the amounts and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the amounts to be paid and the covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereto covenant and agree as follows:

- I. DURATION OF LEASE. This Lease shall remain in effect from 4/7/2020 until 5/4/2020, as limited by Paragraph X hereof. Any amendments hereto shall be effective as of the date of Lessor's notice to the Lessee.

II. USE. Lessee agrees to the following:

- A. Lessee will use the RCU unit in the ordinary course of its business.
- B. Lessee agrees not to overload the RCU beyond the manufacturer's recommended gross weight allowance and to pay for any and all damages resulting from loading in excess of such weight allowance.
- C. Lessee agrees to make reasonable efforts to ensure that each RCU is operated with due care and diligence so as to prevent loss and/or damage and injury of any kind or nature whatsoever.
- D. Lessee agrees to notify Lessor of improper performance or mechanical failure of the RCU as soon as such information comes known to Lessee.
- E. Lessee agrees not to knowingly permit or cause any person other than Lessor or persons authorized by Lessor to make any repairs or adjustments to the RCU leased hereunder provided, however, Lessee or its authorized representatives may authorize, limited to \$250.00 per occurrence, such minor emergency repairs or adjustments as may be reasonably necessary for the safe and efficient operation of said RCU when it is not practical in Lessee's opinion to secure Lessor's prior authorization.
- F. Lessee agrees to take reasonable precautions to protect the RCU from theft, perils and all other hazards while under Lessee's care, custody and control.
- G. Lessee agrees to reimburse lessor in full for damages caused by negligence, abuse, misuse, or willful destruction of RCU by lessee, its agents, servants or employees.
- H. Lessee agrees to make RCU reasonably available to lessor for inspections, repairs and maintenance.

III. Insurance. Lessee will, at all times, during the term of this Lease, at its own expense, carry and maintain or cause to be carried and maintained:

- A. Primary automobile and general liability insurance as required by Texas law in the minimum amount of five hundred thousand dollars (\$500,000) per occurrence, pursuant to conditions set forth in Paragraph II(A) (B) (C) ,
- B. Property damage insurance against all risk of physical loss or damage to the RCU in an amount at least equal to the replacement cost set forth in the Lease; and,
- C. Lessee will provide cargo insurance against all risk of physical loss or damage to the contents stored in the RCU, including consequential damage, in an amount at least equal to the replacement cost of such contents.

Lessee represents, warrants and covenants that Lessee will perform all actions required to maintain policies evidencing such insurance. In the case of both the casualty and public liability coverage, Lessee shall deliver to Lessor either certificates of insurance or such other evidence of insurance

as Lessor may reasonably require.

LESSOR SHALL NOT BE LIABLE FOR, AND LESSEE WAIVES ALL CLAIMS AGAINST LESSOR IN RESPECT OF ANY LOSS, THEFT, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DESTRUCTION OF OR TO ANY CARGO OR OTHER PROPERTY LEFT BY LESSEE OR ANY OTHER PERSON IN OR UPON THE RCU AT ANY TIME OR PLACE.

- IV. DELIVERY. Lessee shall pick up and deliver, or arrange for the pickup and delivery of, the RCU to the Lessee's site. Lessee shall provide proof of liability and property damage insurance as specified in Item III (A) and (B) prior to the RCU being released to Lessee or Lessee's agent. Lessor will be notified of the respective arrangements in order to release the RCU to the Lessee or Lessee's agent. Upon Lessee's request and pursuant to Lessee providing proof of liability and property damage insurance coverage, Lessor will arrange delivery, and will bill Lessee delivery charges.

Party to arrange:

Delivery By: Thermal Trek

Delivery Address: 8160 CHANDLER ROAD HUTTO, TEXAS 78634

Delivery Charge: \$425.00

The Lessee accepts delivery of the RCU when the RCU is picked up by Lessee or Lessee's agent at Lessor's location or other Lessor designated site.

- V. RETURN. The Lessee shall return or arrange for the return delivery of the RCU to the Lessor's location in accordance with the terms of the Lease. At the end of the Lease period, the Lessee or Lessee's agent shall give Lessor at least N/A (one day if not indicated) day(s) notice of its intent to return the RCU in order for Lessor to receive the RCU from the Lessee or Lessee's agent. Upon Lessee's request, Lessor will arrange return delivery and will bill Lessee those respective charges.

Party to arrange:

Return Delivery By: Thermal Trek

Return Delivery Address: 1806 HYDRO DR. AUSTIN TX 78728

Return Delivery Charge: \$425.00

- VI. BILLING PERIOD. Each monthly billing period will be from the first day of each month until the last day of each month, except for the first month of the Lease term, which will be from the date the RCU is delivered until the last day of that month.

- VII. RENT. The Lessee shall pay \$2,359.00 Per MINIMUM RENTAL PERIOD. Rent and other charges shall be due in advance of rental period. Payment of each invoice issued to Lessee is due within N/A days seven [7] days if not specified otherwise herein) of the invoice date. If any rent payment or other amount due to Lessor under the Lease shall not have been received by Lessor by the date such payment was due, Lessor shall have the right to charge Lessee interest of 2% of the unpaid balance, compounded per month, for each month or part thereof that the payment remains outstanding.

- A. If the RCU is delivered prior to the first day of the month the rent will be prorated from the date of delivery until the last day of the delivery month, and such prorated first month rental shall be payable upon delivery of the RCU to Lessor.

- B. If the RCU is returned prior to the 15th day of any month, Lessee will make rent payments to Lessor on a pro rata basis. If the RCU is returned after the 15th of any month, Lessee shall pay a full month's rent payment.

If the RCU is not returned to Lessor in accordance with the terms hereof within (5) days after termination of the Lease, Lessor may without notice charge any higher daily rental rate it may choose, and with 30 days notice, following termination in accordance with Paragraph X hereof, charge Lessee the replacement value per RCU.

VIII. DEPOSIT AND OTHER CHARGES. Lessee shall deposit with Lessor or Lessor's agent a security deposit (the "security deposit") in the amount of \$500.00 to secure Lessee's performance pursuant to the terms of this Lease. The security deposit less any deductions made, if any, in accordance with the terms of this Lease, shall be returned to Lessee without interest, within three weeks of the termination hereof. If Lessee returns the RCU to Lessor or Lessor's agent in a damaged or altered condition (normal wear accepted), the full cost of these repairs shall be borne by the Lessee.

- A. A minimum nonrefundable cleaning charge of \$100.00 shall be paid by Lessee prior to delivery of the RCU by Lessor to Lessee. Cleaning charges in excess of this minimum shall be first deducted from the security deposit then excess will be billed to the lessor.

- B. In the event Lessee needs assistance in setting up the RCU for operation, a minimum labor set-up charge of \$75.00 will be paid by Lessee to Lessor (in advance). Any additional charges for labor or parts (e.g. electrical hook-up, additional extension cords, rail road ties, blocking, etc.) needed by lessee to set up unit for operation, will be invoiced to the lessee. In the event that Lessee or Lessee agent sets up and/or installs RCU incorrectly to electrical service or creates other installation problems that requires Lessor to come to Lessee premises to perform corrective action or complete setup installation, a \$75.00 minimum service call plus time and materials will be billed to Lessee for immediate payment. If payment for time and material has not been paid by lease termination date, it will be deducted from security deposit.

- C. Lessee will be responsible for all fuel/electricity used by the RCU. Lessor will deliver RCU full of fuel to Lessee. When lessee is finished with the RCU, it will be returned full of fuel. If RCU is not returned full of fuel, Lessee will reimburse Lessor for those costs.

IX. PLACEMENT. During the term hereof, the RCU shall be domiciled by Lessee solely at 8160 CHANDLER ROAD HUTTO, TEXAS 78634 unless another address other than stated on page one.

X. TERMINATION. Lessor shall have the right to terminate this Lease without cause upon 10 days written notice to the Lessee. Lessor may terminate this Lease upon written notice to Lessee with immediate effect if Lessee fails to comply with any covenant or condition to be performed by the Lessee. Lessor may terminate this Lease upon written notice to Lessee with immediate effect if Lessee does not pay when due any rent or other charges due hereunder. If Lessee fails to comply with any condition or covenant of this lease and/or fails to make such payments when due, Lessee waives any rights to

advance notice or hearing prior to Lessor's exercise of any remedies available to it, with or without judicial process or notice, including without limitation, Lessor's entry onto the location or upon any premises in which the RCU may be kept, replevin, injunction, summary judgement, self-help, repossession, and any other remedy or action or proceeding designed to obtain possession of or to protect the RCU(s).

XI. ENCUMBRANCES. Lessee agrees not to pledge, sell, mortgage, or attempt in any other manner to encumber any RCU leased hereunder or to allow any liens or legal process to be incurred or levied thereon.

XII. ATTACHMENTS. Thermal Trek, Inc. Lease Terms, Rates/Charges specifications R-1 and Equipment Interchange Receipt attached to this Lease are incorporated into this Lease and form an integral part hereof.

LESSEE ACKNOWLEDGES AND AGREES BY HIS SIGNATURE HEREON THAT LESSEE HAS READ, ACCEPTS, AND AGREES TO COMPLY IN FULL WITH, THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS AGREEMENT.

For: WILLIAMSON COUNTY EMERGENCY
OPERATIONS

Print: Judge Bill Gravell Jr.

Sign: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Apr 7, 2020)

Date: Apr 7, 2020

Lease No. 20-126 RCU 50-5437

For: Thermal Trek, Inc

Wayne Francis

DocuSigned by:

Wayne Francis

4/6/2020 003A4480...

All trailers are for STORAGE ONLY. Lessee is responsible for any and all damage, repairs or maintenance if used in the transportation of product.

THERMAL TREK, INC
LEASE TERMS AND CONDITIONS

1. DELIVERY OF RCU

- (A) LESSOR SHALL USE ALL REASONABLE EFFORTS TO MAKE THE RCU AVAILABLE FOR PICKUP AND DELIVERY AS REQUIRED UNDER THE TERMS OF THE LEASE.
- (B) UPON DELIVERY/RECEIPT OF THE RCU, THE LESSEE OR THE LESSEE'S AGENT SHALL SIGN AND PROMPTLY RETURN TO LESSOR LESSOR'S EQUIPMENT INTERCHANGE RECEIPT. IF IN ACCORDANCE WITH PARAGRAPH IV OR V OF THIS LEASE THE DRIVER OF THE VEHICLE IS INSTRUCTED BY THE LESSEE TO COLLECT THE RCU FOR THE PURPOSE OF THIS SUB-PARAGRAPH, THE DRIVER OF THE VEHICLE SHALL BE DEEMED TO BE THE LESSEE'S AGENT.
- (C) THE LESSEE OR ITS AGENT'S EXECUTION OF AN EQUIPMENT INTERCHANGE RECEIPT SHALL CONSTITUTE CONCLUSIVE EVIDENCE THAT LESSEE HAS INSPECTED THE RCU AND FOUND IT (EXCEPT AS NOTED IN THE RECEIPT) TO BE COMPLETE, IN GOOD WORKING ORDER AND CONDITION AND IN COMPLIANCE WITH THE LEASE. THE FAILURE BY THE LESSEE OR ITS AGENTS TO NOTE ANY DAMAGE, DEFECT OR DETERIORATION TO THE RCU SHALL NOT RELIEVE THE LESSEE OF ANY OBLIGATION OR LIABILITY UNDER THE LEASE, INCLUDING LIABILITY FOR ANY REPAIRS TO THE RCU OR FOR DAMAGE OR LOSS TO THE RCU OR TO THE PERSONS OR PROPERTY OF OTHERS.

2. SECURITY DEPOSIT

- (A) THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, MAY BE APPLIED TO ANY AND ALL UNPAID OR ACCRUED CHARGES IN ACCORDANCE WITH THIS LEASE, INCLUDING BUT NOT LIMITED TO DELIVERY, RENTAL, CLEAN-UP, AND REPAIRS PERFORMED ON BEHALF OF LESSEE.
- (B) IF THE RCU HAS BEEN RETURNED TO LESSOR IN A DAMAGED, ALTERED OR DESTROYED CONDITION OR HAS BEEN LOST OR STOLEN, LESSOR MAY APPLY THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, TOWARD SUCH LOSS UNTIL SUCH TIME AS FULL SETTLEMENT HAS BEEN PAID TO LESSOR.
- (C) IF THE RCU HAS BEEN INVOLVED IN A COLLISION OR ACCIDENT, LESSOR MAY APPLY THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, TOWARD THE SETTLEMENT OF ANY AND ALL CLAIMS OR LIABILITY OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM SUCH LOSS UNTIL SUCH TIME AS FULL SETTLEMENT IS PAID REGARDING SUCH COLLISION OR ACCIDENT.

3. RETURN

- (A) AT THE TIME OF THE RETURN OF THE RCU THE LESSEE OR THE LESSEE'S AGENT SHALL SIGN LESSOR'S EQUIPMENT INTERCHANGE RECEIPT UPON DELIVERY OF THE RCU TO LESSOR OR LESSOR'S AGENT. IF IN ACCORDANCE WITH PARAGRAPH IV OR V OF THIS LEASE, THE DRIVER OF THE VEHICLE IS INSTRUCTED BY THE LESSEE TO RETURN THE RCU SUCH DRIVER SHALL BE DEEMED TO BE LESSEE'S AGENT.
- (B) AT TIME OF RETURN OF THE RCU THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:
 - (i) THE EXECUTION OF LESSOR'S EQUIPMENT INTERCHANGE RECEIPT SHALL EVIDENCE THE CONDITION OF THE RCU AT THE TIME OF ITS RETURN.
 - (ii) IF THE RCU IS RETURNED TO LESSOR IN A DAMAGED OR ALTERED CONDITION, NORMAL WEAR ACCEPTED, THE COST OF THE DAMAGES ASSESSED IN ACCORDANCE WITH AN ESTIMATE PREPARED BY THE REPAIRER APPOINTED BY LESSOR SHALL BE BORNE BY THE LESSEE.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS (A) THE RCU IS RESTORED TO ITS ORIGINAL LEASABLE CONDITION AND (B) RETURN DELIVERY HAS BEEN MADE TO LESSOR.
 - (iii) LESSOR OR LESSOR'S AGENT SHALL IN ITS SOLE DISCRETION DETERMINE WHETHER IT IS FEASIBLE TO REPAIR A DAMAGED OR ALTERED RCU. IF THE RCU IS DAMAGED OR ALTERED TO SUCH EXTENT THAT LESSOR DETERMINES IT IS NOT FEASIBLE TO REPAIR AND THEREFORE DEEMS SUCH RCU TO BE DESTROYED, LESSEE SHALL FORTHWITH MAKE FULL SETTLEMENT OF SUCH LOSS BY PAYING LESSOR THE REPLACEMENT VALUE OF THE RCU, AS SET FORTH IN THE LEASE, WITHIN TEN (10) BUSINESS DAYS OF SUCH LOSS.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS FULL SETTLEMENT IS MADE TO LESSOR.
 - (iv) IF THE RCU IS LOST OR STOLEN, LESSEE SHALL FORTHWITH MAKE FULL SETTLEMENT OF SUCH LOSS BY SUBMITTING TO LESSOR PROOF OF LOSS SATISFACTORY TO LESSOR AND BY PAYING LESSOR THE REPLACEMENT VALUE OF THE RCU, AS SET FORTH IN THE LEASE, WITHIN TEN (10) BUSINESS DAYS OF SUCH LOSS.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS FULL SETTLEMENT IS MADE TO LESSOR.

4. COMPLIANCE WITH LAWS

LESSEE SHALL COMPLY AT ITS OWN EXPENSE WITH ALL LAWS, REGULATIONS AND RULES OF FEDERAL, STATE AND LOCAL GOVERNMENTS AND AGENCIES WHICH AFFECT THE LEASE OF THE RCU.

5. TAXES/PERMITS/LICENSES/REGISTRATIONS

LESSEE AGREES TO PAY ANY AND ALL TOLL CHARGES FOR TRANSPORTING THE RCU TO THE LESSEE LOCATION, INCLUDING THOSE FOR HIGHWAYS, BRIDGES, AND FERRIES. LESSOR SHALL AT ITS SOLE COST AND EXPENSE PAY FOR AND, IF

NECESSARY, PROCURE THE FOLLOWING: (A) RCU LICENSE PLATES FOR THE STATE(S) AND AT THE APPLICABLE WEIGHT(S); (B) STATE SALES TAXES APPLICABLE TO THE PURCHASE OF THE RCU LEASED HEREUNDER; (C) FEDERAL EXCISE TAXES AND (D) FEDERAL HIGHWAY VEHICLE USE TAXES. ANY AND ALL OTHER LICENSES, PERMITS OR REGISTRATIONS OF ANY SORT OR NATURE WHATSOEVER REQUIRED FOR THE LAWFUL OPERATION OF THE RCU LEASED HEREUNDER SHALL BE PROCURED BY LESSOR AT LESSEE'S SOLE COST AND EXPENSE PROVIDED THAT LESSEE'S PRIOR AUTHORIZATION AND APPROVAL FOR SUCH EXPENDITURE(S) HAS FIRST BEEN OBTAINED.

IT IS FURTHER AGREED AND UNDERSTOOD THAT ANY AND ALL PRE-EXISTING LICENSES, PERMITS OR REGISTRATIONS OF ANY SORT OR NATURE WHATSOEVER APPLICABLE TO OR APPLYING ON THE RCU AT THE TIME IT IS LEASED TO LESSEE UNDER THIS AGREEMENT SHALL INURE TO THE BENEFIT OF LESSEE WITHOUT THE PAYMENT OF ANY ADDITIONAL CHARGES BY LESSEE, WHETHER PROVIDED FOR IN THIS ARTICLE OR OTHERWISE.

LESSEE SHALL BE LIABLE FOR ALL USER TAXES, INCLUDING BUT NOT LIMITED TO TEXAS LIMITED SALES TAX, APPLICABLE TO THE LEASE OF THE RCU. LESSEE SHALL BE LIABLE FOR ALL CHARGES, FINES AND PENALTIES INCURRED WHILE THE RCU IS IN LESSEE'S POSSESSION.

6. PHYSICAL DAMAGE INSURANCE AND EXCLUSIONS.

LESSEE IS REQUIRED TO PROVIDE PHYSICAL DAMAGE INSURANCE UNDER THIS AGREEMENT. SAID COVERAGE SHALL BE MAINTAINED THROUGH A COLLISION AND COMPREHENSIVE PHYSICAL DAMAGE INSURANCE POLICY WRITTEN IN STANDARD FORM BY A REPUTABLE INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN ALL OF THE STATES IN WHICH THE RCU WILL BE USED OR OPERATED. LESSEE SHALL REMAIN OBLIGATED TO PAY OR REIMBURSE LESSOR FOR THE FULL AMOUNT OF ANY AND ALL (A) DEDUCTIBLE AMOUNTS, (B) DAMAGE AND DESTRUCTION TO, AND LOSS AND LOSS OF USE OF, THE RCU RESULTING FROM (I) USE OR OPERATION OF THE RCU IN VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, (II) USE OR OPERATION BY LESSEE, ITS EMPLOYEES, DRIVERS AND/OR AGENTS OF ANY VEHICLE OR EQUIPMENT NOT LEASED HEREUNDER (III) USE OR OPERATION OF THE VEHICLE OR RCU BY ANY DRIVER, EMPLOYEE AND/OR AGENT AFTER RECEIPT BY LESSEE OF A WRITTEN COMPLAINT FROM LESSOR SPECIFYING GROUNDS FOR REMOVAL OF SUCH DRIVER, EMPLOYEE OR AGENT FROM THE VEHICLE OR RCU, (IV) WILLFUL ACTS OR OMISSIONS OR ABUSIVE HANDLING OR RECKLESSNESS BY LESSEE, ITS DRIVERS, AGENTS OR EMPLOYEES, (V) FIRE, THEFT, UPSET, EXPLOSION, RIOTS, VANDALISM OR ACTS OF GOD, (VI) FAILURE TO SECURELY BRAKE, BLOCK OR LOCK THE RCU OR PROPERLY SECURE THE CARGO, (VII) COLLISION WITH ANY OVERHEAD OBJECTS, AND/OR (VIII) ANY DEFECT OR MALFUNCTION IN ANY RCU OR EQUIPMENT NOT BEING LEASED HEREUNDER IF ATTACHED TO (OR IN THE COURSE OF BEING ATTACHED TO OR UNCOUPLED FROM) THE RCU. THE ASSUMPTION OF RISK OF LOSS AND DAMAGE MADE BY LESSEE UNDER THIS SECTION IS MADE WITHOUT REGARD TO FAULT BY LESSEE AND IS ENFORCEABLE IRRESPECTIVE OF SUCH FAULT.

7. INSURANCE REQUIRED BY STATUTE OR REGULATION. LESSEE IS REQUIRED BY LESSOR TO PROVIDE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ON THE RCU; HOWEVER, IF LESSOR IS NONETHELESS REQUIRED BY STATUTE, ORDINANCE OR REGULATION TO EXTEND INSURANCE COVERAGE TO THE LESSEE, SUCH INSURANCE COVERAGE SHALL BE LIMITED TO THE STATUTORY FINANCIAL RESPONSIBILITY MINIMUM AND SHALL BE EXCESS INSURANCE, AND LESSEE AGREES TO REIMBURSE LESSOR FOR AND HOLD LESSOR HARMLESS FROM, ANY AND ALL COST, EXPENSES, CLAIMS, CAUSES OF ACTION AND REASONABLE ATTORNEY'S FEES WHICH LESSOR SUSTAINS OR IS REQUIRED TO PAY AS A RESULT OF ANY REQUIREMENT OR REQUIREMENTS.

8. GENERAL CONDITIONS

TITLE TO THE RCU SHALL REMAIN AT ALL TIMES WITH LESSOR. THE LEASE IS INTENDED TO BE A TRUE LEASE AND NOT AS SECURITY FOR THE PAYMENT OR PERFORMANCE OF LESSEE'S OBLIGATIONS. IF LESSEE OBSERVES ALL OF THE TERMS AND CONDITIONS OF THE LEASE, IT SHALL HAVE QUIET POSSESSION OF THE RCU AND AS AGAINST ANY PERSON CLAIMING UNDER OR THROUGH LESSOR. LESSOR SHALL HAVE NO OTHER RESPONSIBILITY WHATSOEVER FOR, OR IN CONNECTION WITH, ANY RCU AFTER ACCEPTANCE OF THE DELIVERY BY LESSEE UNTIL THE ACTUAL RETURN THEREOF TO LESSOR. WITHOUT LIMITATION UPON THE FOREGOING, LESSEE HEREBY ASSUMES RESPONSIBILITY AND LIABILITY FOR, AND LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR, AND ALL LOSS, DAMAGE AND INJURY (INCLUDING PERSONAL INJURY OR DEATH, PROPERTY DAMAGE AND DAMAGE TO PROPERTY IN THE RCU, INCLUDING CONSEQUENTIAL DAMAGE, AND ALL INSURANCE CLAIMS INCLUDING PARTICULAR AND GENERAL AVERAGE) TO ALL PERSONS AND PROPERTY ARISING OUT OF THE OPERATION, MAINTENANCE, STORAGE OR OTHER USE OF THE POSSESSION OR OWNERSHIP OF ANY RCU. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S AGENTS ALL CLAIMS FOR LOSS OR DAMAGE TO ANY PROPERTY OF LESSEE OR ANY OTHER PERSON'S PROPERTY LEFT IN, OR ABOUT THE RCU, EITHER BEFORE OR AFTER ITS RETURN TO LESSOR OR ON THE LESSOR'S PREMISES, WITHOUT REGARD TO ANY NEGLIGENCE BY LESSOR OR ANY OF ITS AGENTS OR EMPLOYEES. LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COST, AND EXPENSES ARISING OUT OF THE USE OR POSSESSION OF THE RCU INCLUDING BUT NOT LIMITED TO ANY AND ALL FINES, PENALTIES, AND FORFEITURES IMPOSED UNDER ANY FEDERAL, STATE, MUNICIPAL, OR OTHER STATUTE, LAW, ORDINANCE, RULE, REGULATION, OR INSURANCE POLICY PROVISION, AND TO THE EXTENT NOT COVERED BY INSURANCE, ANY CLAIMS OF, OR LIABILITIES TO THIRD PERSONS ARISING OUT OF THE ABANDONMENT, CONVERSION, SECRETION, CONCEALMENT OR UNAUTHORIZED SALE OF THE RCU BY LESSEE OR ITS DRIVERS, AGENTS OR EMPLOYEES, FOR THE CONFISCATION OF THE RCU BY ANY GOVERNMENTAL AUTHORITY FOR ILLEGAL OR IMPROPER USE OF THE RCU. ADDITIONALLY, LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FOR ALL LOSS, LIABILITY AND EXPENSE IN EXCESS OF THE LIMITS OF LIABILITY PROVIDED FOR HEREIN AS A RESULT OF BODILY INJURY, DEATH, DAMAGE OR PROPERTY DAMAGE ARISING OUT OF THE USE OR OPERATION OF RCU. FURTHER, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S AGENTS FROM ALL LIABILITIES, DAMAGE, LOSSES, CLAIMS, INTEREST, PENALTIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR INCIDENT TO (A) ANY FAILURE BY LESSEE TO COMPLY WITH THE TERMS OF THE LEASE OR ANY ATTEMPT BY ANY PARTY, WHETHER PRIVATE OR GOVERNMENTAL, TO HOLD LESSOR LIABLE TO BREACH BY LESSEE, OR LESSEE'S OBLIGATIONS UNDER THE LEASE; OR (B) THE MAINTENANCE, STORAGE, OR OTHER USE OF THE POSSESSION OF THE RCU.

9. MAINTENANCE AND REPAIRS

(A) RESPONSIBILITIES OF LESSOR

- (i) LESSOR WILL UPON NOTIFICATION OF BREAKDOWN WILL TAKE ALL REASONABLE ACTION TO RETURN THE RCU TO OPERATING CONDITION WITHIN A REASONABLE AMOUNT OF TIME. REPAIR(S) AND MAINTENANCE WILL BE PERFORMED AT LESSOR'S REPAIR FACILITY.
- (ii) LESSOR WILL INSPECT THE RCU AND BE RESPONSIBLE FOR MAINTENANCE AND REPAIR FOR NORMAL WEAR AND TEAR OF THE RCU AS TO BE IN GOOD AND SAFE OPERATING CONDITION. LESSOR AGREES TO PERFORM SAID REPAIRS AND MAINTENANCE PROMPTLY AT DOMICILE SITE IN TRAVIS COUNTY, TEXAS.
 - (a) LESSOR WILL FURNISH AND SUPPLY ALL PARTS, OIL, LUBRICANTS AND ALL OTHER OPERATING SUPPLIES AND ACCESSORIES NECESSARY FOR MAINTENANCE AND/OR REPAIR PURSUANT TO NORMAL WEAR AND TEAR FOR THE PROPER, SAFE AND EFFICIENT OPERATION OF THE RCU.

- (iii) IF THE RCU IS DEEMED UNREPAIRABLE LESSOR SHALL MAKE EVERY REASONABLE EFFORT TO SECURE AND PROMPTLY DELIVER A SUBSTITUTE RCU TO LESSEE, AND SAID SUBSTITUTE RCU TO BE AS NEARLY AS PRACTICABLE THE SAME SIZE AS THE ORIGINAL RCU. SAID SUBSTITUTE RCU SHALL BE FURNISHED AT NO ADDITIONAL EXPENSE TO LESSEE AND SHALL BE SUBJECT TO ALL TERMS AND CONDITIONS OF THIS LEASE AGREEMENT. IF LESSOR IS UNABLE OR UNWILLING TO SO REPLACE THE RCU, AND SUCH INABILITY OR UNWILLINGNESS SHALL CONTINUE FOR MORE THAN ONE CALENDAR DAY AFTER THE FIRST CALENDAR DAY OF SUCH UNAVAILABILITY OR UNFITNESS, THE RENTAL FOR SUCH UNIT SHALL ABATE DURING THE PERIOD COMMENCING ON THE DAY WHEN SUCH UNAVAILABILITY OR UNFITNESS COMMENCED AND ENDING ON THE DAY WHEN THE FULLY REPAIRED UNIT OR A SUITABLE SUBSTITUTE UNIT IS DELIVERED TO LESSEE.

(B) RESPONSIBILITIES OF LESSEE

- (i) LESSEE IS RESPONSIBLE FOR THE FOLLOWING DAILY ROUTINES:
- (a) CHECK ENGINE OIL LEVEL DAILY AND ADD AS NECESSARY.
 - (b) CHECK ENGINE COOLANT LEVEL DAILY AND ADD AS NECESSARY.
 - (c) FUEL AS NECESSARY.
- (ii) LESSEE WILL BE RESPONSIBLE FOR ALL SERVICE CALLS, MECHANICS TIME (INCLUDING OVERTIME) AND ANY OTHER CHARGES FOR REPAIRS DUE TO ABUSE, MISUSE, NEGLECT, REPAIRS NOT DEEMED ORDINARY WEAR AND TEAR. (I.E. OUT OF FUEL, FUEL FILTERS, TIRE REPAIRS, ELECTRICAL PROBLEMS SUPPLYING UNIT, ETC.)
- (a) LESSEE SHALL HAVE THE RIGHT TO PERFORM ALL REPAIRS TO THE RCU FOR WHICH LESSEE IS RESPONSIBLE UNDER THE TERMS OF THIS AGREEMENT PROVIDED, HOWEVER, THAT SUCH REPAIRS SHALL BE MADE ONLY WITH THE PRIOR APPROVAL OF LESSOR (WHICH SHALL NOT BE UNREASONABLY WITHHELD) AND SHALL BE COMPLETED TO THE REASONABLE SATISFACTION OF LESSOR.
 - (b) REPAIRS TO THE RCU WHICH LESSOR HAS AGREED TO PERFORM ON BEHALF OF LESSEE SHALL BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME TO THE REASONABLE SATISFACTION OF LESSEE AND AT A REASONABLE COST TO LESSEE.
- (iii) OUTSIDE OF TRAVIS COUNTY, TEXAS, LESSEE WILL BE RESPONSIBLE FOR ANY SERVICE CALLS, MECHANICS TIME (INCLUDING OVERTIME) AND TRAVELING CHARGES FOR ROUTINE MAINTENANCE AND REPAIR TO UNIT AND REFRIGERATION UNIT.
- (iii) ALL FUEL/ELECTRICITY REQUIRED TO OPERATE THIS RCU SHALL BE PROVIDED AND PAID FOR BY LESSEE.
- (C) LESSOR SHALL HAVE NO OBLIGATION TO, BUT MAY AT LESSEE'S REQUEST, FURNISH A TEMPORARY RCU IF A DISABLED RCU IS OUT OF SERVICE FOR ORDINARY MAINTENANCE AND SERVICE OR IS OUT OF SERVICE BECAUSE OF DAMAGE FOR WHICH LESSEE IS RESPONSIBLE UNDER THIS AGREEMENT. SAID SUBSTITUTE RCU SHALL BE SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

10. FAILURE TO PERFORM

LESSOR SHALL INCUR NO LIABILITY TO LESSEE FOR FAILURE TO SUPPLY ANY RCU, REPAIR ANY DISABLED RCU OR OTHERWISE PERFORM HEREUNDER IF SUCH FAILURE RESULTED FROM AN ACT OF GOD OR FIRE, RIOT, OR ANY GOVERNMENTAL REGULATION OR RESTRICTION, OR ANY OTHER CAUSE BEYOND THE CONTROL OF LESSOR. EXCEPT AS OTHERWISE PROVIDED FOR IN ARTICLE 9 OF THIS AGREEMENT, DURING SUCH PERIOD OF FAILURE, THE APPLICABLE FIXED RENTAL CHARGES SPECIFIED HEREIN SHALL ABATE AND LESSEE SHALL HAVE NO LIABILITY THEREFOR.

11. ACCEPTANCE

THE LEASE SHALL BECOME EFFECTIVE UPON SIGNATURE BY BOTH PARTIES. IF, HOWEVER, THE LESSEE DOES NOT RETURN A SIGNED COPY OF THE LEASE TO LESSOR WITHIN SEVEN DAYS OF RECEIPT, OR DOES NOT GIVE LESSOR WRITTEN NOTICE OF DISAPPROVAL OF THE CONDITIONS HEREIN, AND IF THE LESSEE RETAINS THE RCU IN ITS POSSESSION AFTER SAID SEVEN DAY PERIOD, THEN THE LEASE SHALL HAVE THE SAME FORCE AND EFFECT AS IF IT HAD BEEN SIGNED BY THE LESSEE.

12. JURISDICTION

UNLESS OTHERWISE SPECIFIED HEREIN THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, COUNTY OF TRAVIS, AUSTIN, TEXAS.

13. SERVICE OF PROCESS

PROCESS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING SHALL BE DEEMED DULY SERVED IF SENT BY REGISTERED MAIL TO THE LESSEE AT THE LESSEE'S ADDRESS AS SET FORTH IN THE FIRST PARAGRAPH OF THE LEASE.

14. NOTICES

ANY NOTICE WHICH MAY BE OR IS REQUIRED TO BE GIVEN UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE SENT BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO THE ADDRESS ON PAGE ONE OR OTHERWISE ATTACHED. ALL SUCH NOTICES SHALL BE DEEMED TO HAVE BEEN GIVEN WHEN SUCH NOTICE, PROPERLY ADDRESSED, IS RECEIVED.

15. ASSIGNMENT

LESSOR MAY GRANT A SECURITY INTEREST IN THE LEASE OF THE RCU AND MAY ASSIGN ALL OR ANY PART OF ITS RIGHTS, TITLE OR INTEREST IN THE LEASE, OF THE RCU OR THE LEASE, OR ANY OF ITS RIGHTS OR INTEREST UNDER THE LEASE BY OPERATION OF LAW OR OTHERWISE.

16. INSPECTION

LESSOR RESERVES THE RIGHT TO INSPECT THE RCU AT ANY TIME DURING THE TERM OF THE AGREEMENT, WHEREVER THE RCU MAY BE LOCATED.

17. DEFAULT/BANKRUPTCY/ADJUDICATION. IF LESSEE SHALL BE IN DEFAULT IN ANY OF THE PAYMENTS REQUIRED TO BE MADE AND/OR IN THE PERFORMANCE OF ANY COVENANT OR CONDITION TO BE PERFORMED BY LESSEE HEREUNDER, THIS AGREEMENT MAY BE TERMINATED IMMEDIATELY BY LESSOR WITHOUT FURTHER NOTICE AND, IN SUCH EVENT, LESSEE SHALL SURRENDER THE RCU TO LESSOR IMMEDIATELY UPON LESSOR'S DEMAND. IF LESSEE SHALL NOT IMMEDIATELY SURRENDER THE RCU, LESSOR MAY IMMEDIATELY, WITHOUT DEMAND OR HEARING, WHICH ARE HEREBY EXPRESSLY WAIVED, TAKE POSSESSION OF THE RCU AND ANY ATTACHMENTS AND/OR LADING (AND FOR THIS PURPOSE LESSOR MAY ENTER UPON PREMISES WHERE SAID RCU MAY BE AND REMOVE SAME) WITHOUT INCURRING LIABILITY TO LESSEE, AND WITHOUT PREJUDICE TO ANY OTHER REMEDIES LESSOR MAY HAVE. IN THE EVENT OF SUCH DEFAULT, LESSEE SHALL PROMPTLY PAY LESSOR ALL COST AND EXPENSES INCURRED BY LESSOR IN RECOVERING OR ATTEMPTING TO RECOVER THE RCU AND LESSEE SHALL CONTINUE TO BE LIABLE FOR RENTAL AND OTHER CHARGES ACCRUING DURING THE PERIOD THE RCU IS RETAINED BY LESSOR. THIS AGREEMENT SHALL TERMINATE AUTOMATICALLY WITHOUT NOTICE TO LESSEE IF A PETITION IN BANKRUPTCY IS FILED BY OR AGAINST LESSEE, OR IF LESSEE SHALL HAVE MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, SHALL HAVE BEEN VOLUNTARILY OR INVOLUNTARILY ADJUDICATED A BANKRUPTCY BY ANY COURT OF COMPETENT JURISDICTION, OR IF A PETITION FOR REORGANIZATION OF LESSEE OR FOR AN ARRANGEMENT WITH CREDITORS IS FILED BY, OR AGAINST LESSEE, OR IF A RECEIVER SHALL HAVE BEEN APPOINTED FOR ALL OR FOR A SUBSTANTIAL PART OF LESSEE'S BUSINESS OR IF LESSEE SHALL HAVE PERMITTED OR SUFFERED AN ATTACHMENT, LEVY OR EXECUTION TO BE MADE AGAINST ALL OR A SUBSTANTIAL PART OF THE PROPERTY OF LESSEE OR AGAINST THE RCU. IF THIS AGREEMENT SHALL SO AUTOMATICALLY TERMINATE, LESSOR SHALL BE ENTITLED, IN ADDITION TO ITS AFORESAID RIGHTS REGARDING REPOSSESSION OF THE RCU, TO ALL RENTS AND CHARGES ARISING HEREUNDER BUT REMAINING UNPAID BY LESSEE. SHOULD LESSOR EMPLOY ANY ATTORNEY IN ANY COURT PROCEEDING TO ENFORCE ANY OF ITS RIGHTS UNDER THIS AGREEMENT, LESSEE SHALL PAY LESSOR ALL REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH PROCEEDING.

18. MISCELLANEOUS

THE RCU IS LEASED, AND THE LESSEE ACCEPTS THE RCU, "AS IS" AND "WITH ALL FAULTS", AND LESSOR WARRANTS ONLY THAT IT CORRESPONDS WITH THE DESCRIPTION SET OUT IN THE LEASE (OR IN ANY FURTHER SUCH AGREEMENT WHICH MAY HEREAFTER ADOPT THESE CONDITIONS), AND THAT THE LESSEE SHALL HAVE QUIET POSSESSION AS AGAINST ANY PERSON CLAIMING UNDER OR THROUGH LESSOR; AND, SAVE AS AFORESAID, THAT LESSOR MAKES AND ASSUMES NO GUARANTY OR WARRANTY WHATSOEVER OF ANY KIND PERTAINING TO THE RCU OR ANY ITEM THEREOF, AND ALL CONDITIONS AND WARRANTIES IN RELATION HERETO, WHETHER EXPRESS OR IMPLIED, WHETHER STATUTORY, COLLATERAL HERETO OR OTHERWISE, WHETHER IN RELATION TO THE FITNESS OF THE RCU, OR ANY TIME HEREOF FOR ANY PARTICULAR PURPOSE, OR TO COMPLIANCE WITH ANY CONVENTION, STATUTE, REGULATION ORDER OR OTHER PROVISIONS OF LAW OR STANDARD, OR WHETHER IN RELATION TO MERCHANTABILITY OR AS TO DESCRIPTION, STATE, QUALITY, OR CONDITION OF THE RCU, OR ANY ITEM THEREOF AT DELIVERY OR AT ANY OTHER TIME ARE HEREBY EXCLUDED AND EXTINGUISHED.

19. ENTIRE AGREEMENT

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AND LESSEE SHALL NOT ASSIGN THIS AGREEMENT OR ANY INTEREST THEREIN WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF LESSOR. THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE, SUPERSEDING ANY PRIOR OR OTHER WRITTEN OR ORAL REPRESENTATIONS, AGREEMENTS, OR UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY FUTURE REPRESENTATIONS, AGREEMENTS, UNDERSTANDINGS OR WAIVERS MUST BE REFLECTED IN A WRITING SIGNED BY BOTH PARTIES. LESSOR'S FAILURE TO STRICTLY ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER THEREOF OR AS EXCUSING THE LESSEE FROM FUTURE PERFORMANCE. IF ANY PROVISION OF THIS AGREEMENT IS INVALID UNDER ANY LAWS OF ANY STATE WHERE USED, SUCH PROVISION SHALL BE DEEMED NOT TO BE A PART OF THIS AGREEMENT IN SUCH STATE, BUT SHALL NOT INVALIDATE ANY OTHER PROVISION HEREOF.

THERMAL TREK INC.

1806 Hydro Dr
 MAIL: PO BOX 82045
 AUSTIN, TX 78708-2045

Invoice

Date	Invoice #
4/7/2020	20-126

Bill To
WILLAMSON COUNTY EMERGENCY OPERATIONS 100 WILCO WAY SUITE P101 GEORGETOWN, TX 78626

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		4/7/2020			
Quantity	Item Code	Description	U/M	Price Each	Amount	
1	RCU-50-5437	460 VOLT 3 PHASE 25 AMP SWING DOOR SER# NSE60365437 MODEL # 69NT40-561-006 PART # NT2031 CORD PS7-45	MO	1,359.00	1,359.00	
1	EXTENSION CO...	ELECTRICAL CORDS PS7-45		50.00	50.00	
1	Prep Charge	SANITIZE AND CLEAN BEFORE DELIVERY, CUSTOMER IS REQUIRED TO PERFORM MEDICAL CLEAN UP PROCEDURE AT THE END OF THE RENTAL PERIOD BEFORE THE REFRIGERATED CONTAINER IS RETURNED.		100.00	100.00	
2	DELIVERY CH...	DELIVERY CHARGE: DELIVER UNIT TO 8160 CHANDLER ROAD HUTTO, TX 78634 ON APRIL 7, 2020 AND RETURN TO 1806 HYDRO DRIVE AUSTIN TX ON MAY 4, 2020 UNLESS EXTENDED RENTAL IS FROM APRIL 7, 2020 TO MAY 4, 2020 UNLESS EXTENDED CONTACT PERSON IS BLAKE SKILES AT 512-943-1478 OR KYLE MCKNIGHT AT 512-688-0526 AT THE DELIVER SITE UNIT WILL BE LOCATED AT 8160 CHANDLER ROAD HUTTO, TX 78634		425.00	850.00	
1	NOTES	UNLESS EXTENDED RENTAL IS FROM APRIL 7, 2020 TO MAY 4, 2020 UNLESS EXTENDED CONTACT PERSON IS BLAKE SKILES AT 512-943-1478 OR KYLE MCKNIGHT AT 512-688-0526 AT THE DELIVER SITE UNIT WILL BE LOCATED AT 8160 CHANDLER ROAD HUTTO, TX 78634		0.00	0.00	
1	NOTES	CUSTOMER HAS BEEN ADVISED THAT UNIT WILL NEED 460 VOLT 3 PHASE 40 AMP DEDICATED ELECTRIC CIRCUIT.		0.00	0.00	
1	NOTES	THERMAL TREK IS NOT RESPONSIBLE FOR ANY PRODUCT PLACED IN THE UNIT AT ANY TIME AND UNDER ANY CIRCUMSTANCE		0.00	0.00	
1	NOTES	NOTHING IS TO BE TAPED ON THE OUTSIDE OR INSIDE OF THE UNIT AT ANY TIME		0.00	0.00	
1	NOTES	UNIT WILL BE USED AT APPROXIMATELY 37 DEGREES F		0.00	0.00	
				Total		

THERMAL TREK INC.

1806 Hydro Dr
 MAIL: PO BOX 82045
 AUSTIN, TX 78708-2045

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WILLAMSON COUNTY EMERGENCY OPERATIONS 100 WILCO WAY SUITE P101 GEORGETOWN, TX 78626

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	Due on receipt		4/7/2020				
Quantity	Item Code	Description			U/M	Price Each	Amount
1	NOTES	THE CUSTOMER IS RESPONSIBLE FOR ANY PHYSICAL DAMAGE TO THE REFRIGERATED CONTAINER DURING THE RENTAL INCLUDING ELECTRICAL DAMAGE IF THE CUSTOMER DOES NOT PROVIDE THE PROPER ELECTRICAL SUPPLY AT ALL TIMES. FOR SERVICE PLEASE CALL 512-836-8000 24-7 THANK YOU FOR YOUR BUSINESS.				0.00	0.00
1	NOTES					0.00	0.00
1	NOTES					0.00	0.00
Blake Skiles					Total		\$2,359.00

DO NOT TAPE ANYTHING TO BOX

DO NOT TAPE ANYTHING TO BOX

THERMAL TREK, INC
1806 HYDRO DRIVE
AUSTIN, TEXAS 78728
512-385-9243
Service 512-836-8000

Thermal Trek, Inc. Lease Agreement No 20-127, made on 4/7/2020, between Thermal Trek, Inc. (Hereinafter referred to as "Lessor"), and WILLIAMSON COUNTY EMERGENCY OPERATIONS, (thereinafter referred to as Lessee):

Address: 100 WILCO WAY SUITE P101
City/State/Zip: GEORGETOWN, TEXAS 78626
Billing Address: 100 WILCO WAY SUITE P101
City/State/Zip: GEORGETOWN, TEXAS 78626
Phone: 512-943-1478
Contact Person: BLAKE SKILES

The Lessee agrees to Refrigerated Conex Unit(electric operation), (electric operation w/gasoline generator) or (diesel engine) hereinafter referred to as "RCU":

Note: Different lease/rental rates apply as to the different methods of operation for which the RCU is used.

RCU 51-3954, Year: N/A, Make: N/A, Serial No: N/A, License No. N/A State, TX. Refrigeration Unit Serial No. N/A, Model No. N/A; from Lessor and Lessor agrees to lease to the Lessee the above identified RCU.

WHEREAS, LESSOR is in the business of leasing RCUs and hereby represents that it is the owner of, or otherwise has lawful authority to lease, the RCU described above and in the Schedule(s) attached hereto; and

WHEREAS, LESSOR desires to lease said RCU to Lessee for the amounts and upon the terms and conditions hereinafter set forth; and

WHEREAS, LESSEE desires to lease said RCU solely for the purpose of mobile storage from LESSOR for the amounts and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the amounts to be paid and the covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereto covenant and agree as follows:

- I. **DURATION OF LEASE.** This Lease shall remain in effect from 4/7/2020 until 5/4/2020, as limited by Paragraph X hereof. Any amendments hereto shall be effective as of the date of Lessor's notice to the Lessee.

II. USE. Lessee agrees to the following:

- A. Lessee will use the RCU unit in the ordinary course of its business.
- B. Lessee agrees not to overload the RCU beyond the manufacturer's recommended gross weight allowance and to pay for any and all damages resulting from loading in excess of such weight allowance.
- C. Lessee agrees to make reasonable efforts to ensure that each RCU is operated with due care and diligence so as to prevent loss and/or damage and injury of any kind or nature whatsoever.
- D. Lessee agrees to notify Lessor of improper performance or mechanical failure of the RCU as soon as such information comes known to Lessee.
- E. Lessee agrees not to knowingly permit or cause any person other than Lessor or persons authorized by Lessor to make any repairs or adjustments to the RCU leased hereunder provided, however, Lessee or its authorized representatives may authorize, limited to \$250.00 per occurrence, such minor emergency repairs or adjustments as may be reasonably necessary for the safe and efficient operation of said RCU when it is not practical in Lessee's opinion to secure Lessor's prior authorization.
- F. Lessee agrees to take reasonable precautions to protect the RCU from theft, perils and all other hazards while under Lessee's care, custody and control.
- G. Lessee agrees to reimburse lessor in full for damages caused by negligence, abuse, misuse, or willful destruction of RCU by lessee, its agents, servants or employees.
- H. Lessee agrees to make RCU reasonably available to lessor for inspections, repairs and maintenance.

III. Insurance. Lessee will, at all times, during the term of this Lease, at its own expense, carry and maintain or cause to be carried and maintained:

- A. Primary automobile and general liability insurance as required by Texas law in the minimum amount of five hundred thousand dollars (\$500,000) per occurrence, pursuant to conditions set forth in Paragraph II(A) (B) (C) ,
- B. Property damage insurance against all risk of physical loss or damage to the RCU in an amount at least equal to the replacement cost set forth in the Lease; and,
- C. Lessee will provide cargo insurance against all risk of physical loss or damage to the contents stored in the RCU, including consequential damage, in an amount at least equal to the replacement cost of such contents.

Lessee represents, warrants and covenants that Lessee will perform all actions required to maintain policies evidencing such insurance. In the case of both the casualty and public liability coverage, Lessee shall deliver to Lessor either certificates of insurance or such other evidence of insurance

as Lessor may reasonably require.

LESSOR SHALL NOT BE LIABLE FOR, AND LESSEE WAIVES ALL CLAIMS AGAINST LESSOR IN RESPECT OF ANY LOSS, THEFT, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DESTRUCTION OF OR TO ANY CARGO OR OTHER PROPERTY LEFT BY LESSEE OR ANY OTHER PERSON IN OR UPON THE RCU AT ANY TIME OR PLACE.

- IV. DELIVERY. Lessee shall pick up and deliver, or arrange for the pickup and delivery of, the RCU to the Lessee's site. Lessee shall provide proof of liability and property damage insurance as specified in Item III (A) and (B) prior to the RCU being released to Lessee or Lessee's agent. Lessor will be notified of the respective arrangements in order to release the RCU to the Lessee or Lessee's agent. Upon Lessee's request and pursuant to Lessee providing proof of liability and property damage insurance coverage, Lessor will arrange delivery, and will bill Lessee delivery charges.

Party to arrange:

Delivery By: Thermal Trek

Delivery Address: 8160 CHANDLER ROAD HUTTO, TEXAS 78634

Delivery Charge: \$425.00

The Lessee accepts delivery of the RCU when the RCU is picked up by Lessee or Lessee's agent at Lessor's location or other Lessor designated site.

- V. RETURN. The Lessee shall return or arrange for the return delivery of the RCU to the Lessor's location in accordance with the terms of the Lease. At the end of the Lease period, the Lessee or Lessee's agent shall give Lessor at least N/A (one day if not indicated) day(s) notice of its intent to return the RCU in order for Lessor to receive the RCU from the Lessee or Lessee's agent. Upon Lessee's request, Lessor will arrange return delivery and will bill Lessee those respective charges.

Party to arrange:

Return Delivery By: Thermal Trek

Return Delivery Address: 1806 HYDRO DR. AUSTIN TX 78728

Return Delivery Charge: \$425.00

- VI. BILLING PERIOD. Each monthly billing period will be from the first day of each month until the last day of each month, except for the first month of the Lease term, which will be from the date the RCU is delivered until the last day of that month.

- VII. RENT. The Lessee shall pay \$2,359.00 Per MINIMUM RENTAL PERIOD. Rent and other charges shall be due in advance of rental period. Payment of each invoice issued to Lessee is due within N/A days seven [7] days if not specified otherwise herein) of the invoice date. If any rent payment or other amount due to Lessor under the Lease shall not have been received by Lessor by the date such payment was due, Lessor shall have the right to charge Lessee interest of 2% of the unpaid balance, compounded per month, for each month or part thereof that the payment remains outstanding.

- A. If the RCU is delivered prior to the first day of the month the rent will be prorated from the date of delivery until the last day of the delivery month, and such prorated first month rental shall be payable upon delivery of the RCU to Lessor.

- B. If the RCU is returned prior to the 15th day of any month, Lessee will make rent payments to Lessor on a pro rata basis. If the RCU is returned after the 15th of any month, Lessee shall pay a full month's rent payment.

If the RCU is not returned to Lessor in accordance with the terms hereof within (5) days after termination of the Lease, Lessor may without notice charge any higher daily rental rate it may choose, and with 30 days notice, following termination in accordance with Paragraph X hereof, charge Lessee the replacement value per RCU.

VIII. DEPOSIT AND OTHER CHARGES. Lessee shall deposit with Lessor or Lessor's agent a security deposit (the "security deposit") in the amount of \$500.00 to secure Lessee's performance pursuant to the terms of this Lease. The security deposit less any deductions made, if any, in accordance with the terms of this Lease, shall be returned to Lessee without interest, within three weeks of the termination hereof. If Lessee returns the RCU to Lessor or Lessor's agent in a damaged or altered condition (normal wear accepted), the full cost of these repairs shall be borne by the Lessee.

- A. A minimum nonrefundable cleaning charge of \$100.00 shall be paid by Lessee prior to delivery of the RCU by Lessor to Lessee. Cleaning charges in excess of this minimum shall be first deducted from the security deposit then excess will be billed to the lessor.
- B. In the event Lessee needs assistance in setting up the RCU for operation, a minimum labor set-up charge of \$75.00 will be paid by Lessee to Lessor (in advance). Any additional charges for labor or parts (e.g. electrical hook-up, additional extension cords, rail road ties, blocking, etc.) needed by lessee to set up unit for operation, will be invoiced to the lessee. In the event that Lessee or Lessee agent sets up and/or installs RCU incorrectly to electrical service or creates other installation problems that requires Lessor to come to Lessee premises to perform corrective action or complete setup installation, a \$75.00 minimum service call plus time and materials will be billed to Lessee for immediate payment. If payment for time and material has not been paid by lease termination date, it will be deducted from security deposit.
- C. Lessee will be responsible for all fuel/electricity used by the RCU. Lessor will deliver RCU full of fuel to Lessee. When lessee is finished with the RCU, it will be returned full of fuel. If RCU is not returned full of fuel, Lessee will reimburse Lessor for those costs.

IX. PLACEMENT. During the term hereof, the RCU shall be domiciled by Lessee solely at 8160 CHANDLER ROAD HUTTO, TEXAS 78634 unless another address other than stated on page one.

X. TERMINATION. Lessor shall have the right to terminate this Lease without cause upon 10 days written notice to the Lessee. Lessor may terminate this Lease upon written notice to Lessee with immediate effect if Lessee fails to comply with any covenant or condition to be performed by the Lessee. Lessor may terminate this Lease upon written notice to Lessee with immediate effect if Lessee does not pay when due any rent or other charges due hereunder. If Lessee fails to comply with any condition or covenant of this lease and/or fails to make such payments when due, Lessee waives any rights to

advance notice or hearing prior to Lessor's exercise of any remedies available to it, with or without judicial process or notice, including without limitation, Lessor's entry onto the location or upon any premises in which the RCU may be kept, replevin, injunction, summary judgement, self-help, repossession, and any other remedy or action or proceeding designed to obtain possession of or to protect the RCU(s).

XI. ENCUMBRANCES. Lessee agrees not to pledge, sell, mortgage, or attempt in any other manner to encumber any RCU leased hereunder or to allow any liens or legal process to be incurred or levied thereon.

XII. ATTACHMENTS. Thermal Trek, Inc. Lease Terms, Rates/Charges specifications R-1 and Equipment Interchange Receipt attached to this Lease are incorporated into this Lease and form an integral part hereof.

LESSEE ACKNOWLEDGES AND AGREES BY HIS SIGNATURE HEREON THAT LESSEE HAS READ, ACCEPTS, AND AGREES TO COMPLY IN FULL WITH, THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS AGREEMENT.

For: WILLIAMSON COUNTY EMERGENCY
OPERATIONS

Print: Judge Bill Gravell Jr.

Sign: Judge Bill Gravell Jr.
Judge Bill Gravell Jr (Apr 7, 2020)

Date: Apr 7, 2020

Lease No. 20-127 RCU 51-3954

For: Thermal Trek, Inc

Wayne Francis

DocuSigned by:

Wayne Francis

4/6/2020
4/6/2020 3A4490...

All trailers are for STORAGE ONLY. Lessee is responsible for any and all damage, repairs or maintenance if used in the transportation of product.

THERMAL TREK, INC
LEASE TERMS AND CONDITIONS

1. DELIVERY OF RCU

- (A) LESSOR SHALL USE ALL REASONABLE EFFORTS TO MAKE THE RCU AVAILABLE FOR PICKUP AND DELIVERY AS REQUIRED UNDER THE TERMS OF THE LEASE.
- (B) UPON DELIVERY/RECEIPT OF THE RCU, THE LESSEE OR THE LESSEE'S AGENT SHALL SIGN AND PROMPTLY RETURN TO LESSOR LESSOR'S EQUIPMENT INTERCHANGE RECEIPT. IF IN ACCORDANCE WITH PARAGRAPH IV OR V OF THIS LEASE THE DRIVER OF THE VEHICLE IS INSTRUCTED BY THE LESSEE TO COLLECT THE RCU FOR THE PURPOSE OF THIS SUB-PARAGRAPH, THE DRIVER OF THE VEHICLE SHALL BE DEEMED TO BE THE LESSEE'S AGENT.
- (C) THE LESSEE OR ITS AGENT'S EXECUTION OF AN EQUIPMENT INTERCHANGE RECEIPT SHALL CONSTITUTE CONCLUSIVE EVIDENCE THAT LESSEE HAS INSPECTED THE RCU AND FOUND IT (EXCEPT AS NOTED IN THE RECEIPT) TO BE COMPLETE, IN GOOD WORKING ORDER AND CONDITION AND IN COMPLIANCE WITH THE LEASE. THE FAILURE BY THE LESSEE OR ITS AGENTS TO NOTE ANY DAMAGE, DEFECT OR DETERIORATION TO THE RCU SHALL NOT RELIEVE THE LESSEE OF ANY OBLIGATION OR LIABILITY UNDER THE LEASE, INCLUDING LIABILITY FOR ANY REPAIRS TO THE RCU OR FOR DAMAGE OR LOSS TO THE RCU OR TO THE PERSONS OR PROPERTY OF OTHERS.

2. SECURITY DEPOSIT

- (A) THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, MAY BE APPLIED TO ANY AND ALL UNPAID OR ACCRUED CHARGES IN ACCORDANCE WITH THIS LEASE, INCLUDING BUT NOT LIMITED TO DELIVERY, RENTAL, CLEAN-UP, AND REPAIRS PERFORMED ON BEHALF OF LESSEE.
- (B) IF THE RCU HAS BEEN RETURNED TO LESSOR IN A DAMAGED, ALTERED OR DESTROYED CONDITION OR HAS BEEN LOST OR STOLEN, LESSOR MAY APPLY THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, TOWARD SUCH LOSS UNTIL SUCH TIME AS FULL SETTLEMENT HAS BEEN PAID TO LESSOR.
- (C) IF THE RCU HAS BEEN INVOLVED IN A COLLISION OR ACCIDENT, LESSOR MAY APPLY THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, TOWARD THE SETTLEMENT OF ANY AND ALL CLAIMS OR LIABILITY OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM SUCH LOSS UNTIL SUCH TIME AS FULL SETTLEMENT IS PAID REGARDING SUCH COLLISION OR ACCIDENT.

3. RETURN

- (A) AT THE TIME OF THE RETURN OF THE RCU THE LESSEE OR THE LESSEE'S AGENT SHALL SIGN LESSOR'S EQUIPMENT INTERCHANGE RECEIPT UPON DELIVERY OF THE RCU TO LESSOR OR LESSOR'S AGENT. IF IN ACCORDANCE WITH PARAGRAPH IV OR V OF THIS LEASE, THE DRIVER OF THE VEHICLE IS INSTRUCTED BY THE LESSEE TO RETURN THE RCU SUCH DRIVER SHALL BE DEEMED TO BE LESSEE'S AGENT.
- (B) AT TIME OF RETURN OF THE RCU THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:
 - (i) THE EXECUTION OF LESSOR'S EQUIPMENT INTERCHANGE RECEIPT SHALL EVIDENCE THE CONDITION OF THE RCU AT THE TIME OF ITS RETURN.
 - (ii) IF THE RCU IS RETURNED TO LESSOR IN A DAMAGED OR ALTERED CONDITION, NORMAL WEAR ACCEPTED, THE COST OF THE DAMAGES ASSESSED IN ACCORDANCE WITH AN ESTIMATE PREPARED BY THE REPAIRER APPOINTED BY LESSOR SHALL BE BORNE BY THE LESSEE.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS (A) THE RCU IS RESTORED TO ITS ORIGINAL LEASABLE CONDITION AND (B) RETURN DELIVERY HAS BEEN MADE TO LESSOR.
 - (iii) LESSOR OR LESSOR'S AGENT SHALL IN ITS SOLE DISCRETION DETERMINE WHETHER IT IS FEASIBLE TO REPAIR A DAMAGED OR ALTERED RCU. IF THE RCU IS DAMAGED OR ALTERED TO SUCH EXTENT THAT LESSOR DETERMINES IT IS NOT FEASIBLE TO REPAIR AND THEREFORE DEEMS SUCH RCU TO BE DESTROYED, LESSEE SHALL FORTHWITH MAKE FULL SETTLEMENT OF SUCH LOSS BY PAYING LESSOR THE REPLACEMENT VALUE OF THE RCU, AS SET FORTH IN THE LEASE, WITHIN TEN (10) BUSINESS DAYS OF SUCH LOSS.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS FULL SETTLEMENT IS MADE TO LESSOR.
 - (iv) IF THE RCU IS LOST OR STOLEN, LESSEE SHALL FORTHWITH MAKE FULL SETTLEMENT OF SUCH LOSS BY SUBMITTING TO LESSOR PROOF OF LOSS SATISFACTORY TO LESSOR AND BY PAYING LESSOR THE REPLACEMENT VALUE OF THE RCU, AS SET FORTH IN THE LEASE, WITHIN TEN (10) BUSINESS DAYS OF SUCH LOSS.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS FULL SETTLEMENT IS MADE TO LESSOR.

4. COMPLIANCE WITH LAWS

LESSEE SHALL COMPLY AT ITS OWN EXPENSE WITH ALL LAWS, REGULATIONS AND RULES OF FEDERAL, STATE AND LOCAL GOVERNMENTS AND AGENCIES WHICH AFFECT THE LEASE OF THE RCU.

5. TAXES/PERMITS/LICENSES/REGISTRATIONS

LESSEE AGREES TO PAY ANY AND ALL TOLL CHARGES FOR TRANSPORTING THE RCU TO THE LESSEE LOCATION, INCLUDING THOSE FOR HIGHWAYS, BRIDGES, AND FERRIES. LESSOR SHALL AT ITS SOLE COST AND EXPENSE PAY FOR AND, IF

NECESSARY, PROCURE THE FOLLOWING: (A) RCU LICENSE PLATES FOR THE STATE(S) AND AT THE APPLICABLE WEIGHT(S); (B) STATE SALES TAXES APPLICABLE TO THE PURCHASE OF THE RCU LEASED HEREUNDER; (C) FEDERAL EXCISE TAXES AND (D) FEDERAL HIGHWAY VEHICLE USE TAXES. ANY AND ALL OTHER LICENSES, PERMITS OR REGISTRATIONS OF ANY SORT OR NATURE WHATSOEVER REQUIRED FOR THE LAWFUL OPERATION OF THE RCU LEASED HEREUNDER SHALL BE PROCURED BY LESSOR AT LESSEE'S SOLE COST AND EXPENSE PROVIDED THAT LESSEE'S PRIOR AUTHORIZATION AND APPROVAL FOR SUCH EXPENDITURE(S) HAS FIRST BEEN OBTAINED.

IT IS FURTHER AGREED AND UNDERSTOOD THAT ANY AND ALL PRE-EXISTING LICENSES, PERMITS OR REGISTRATIONS OF ANY SORT OR NATURE WHATSOEVER APPLICABLE TO OR APPLYING ON THE RCU AT THE TIME IT IS LEASED TO LESSEE UNDER THIS AGREEMENT SHALL INURE TO THE BENEFIT OF LESSEE WITHOUT THE PAYMENT OF ANY ADDITIONAL CHARGES BY LESSEE, WHETHER PROVIDED FOR IN THIS ARTICLE OR OTHERWISE.

LESSEE SHALL BE LIABLE FOR ALL USER TAXES, INCLUDING BUT NOT LIMITED TO TEXAS LIMITED SALES TAX, APPLICABLE TO THE LEASE OF THE RCU. LESSEE SHALL BE LIABLE FOR ALL CHARGES, FINES AND PENALTIES INCURRED WHILE THE RCU IS IN LESSEE'S POSSESSION.

6. PHYSICAL DAMAGE INSURANCE AND EXCLUSIONS.

LESSEE IS REQUIRED TO PROVIDE PHYSICAL DAMAGE INSURANCE UNDER THIS AGREEMENT. SAID COVERAGE SHALL BE MAINTAINED THROUGH A COLLISION AND COMPREHENSIVE PHYSICAL DAMAGE INSURANCE POLICY WRITTEN IN STANDARD FORM BY A REPUTABLE INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN ALL OF THE STATES IN WHICH THE RCU WILL BE USED OR OPERATED. LESSEE SHALL REMAIN OBLIGATED TO PAY OR REIMBURSE LESSOR FOR THE FULL AMOUNT OF ANY AND ALL (A) DEDUCTIBLE AMOUNTS, (B) DAMAGE AND DESTRUCTION TO, AND LOSS AND LOSS OF USE OF, THE RCU RESULTING FROM (I) USE OR OPERATION OF THE RCU IN VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, (II) USE OR OPERATION BY LESSEE, ITS EMPLOYEES, DRIVERS AND/OR AGENTS OF ANY VEHICLE OR EQUIPMENT NOT LEASED HEREUNDER (III) USE OR OPERATION OF THE VEHICLE OR RCU BY ANY DRIVER, EMPLOYEE AND/OR AGENT AFTER RECEIPT BY LESSEE OF A WRITTEN COMPLAINT FROM LESSOR SPECIFYING GROUNDS FOR REMOVAL OF SUCH DRIVER, EMPLOYEE OR AGENT FROM THE VEHICLE OR RCU, (IV) WILLFUL ACTS OR OMISSIONS OR ABUSIVE HANDLING OR RECKLESSNESS BY LESSEE, ITS DRIVERS, AGENTS OR EMPLOYEES, (V) FIRE, THEFT, UPSET, EXPLOSION, RIOTS, VANDALISM OR ACTS OF GOD, (VI) FAILURE TO SECURELY BRAKE, BLOCK OR LOCK THE RCU OR PROPERLY SECURE THE CARGO, (VII) COLLISION WITH ANY OVERHEAD OBJECTS, AND/OR (VIII) ANY DEFECT OR MALFUNCTION IN ANY RCU OR EQUIPMENT NOT BEING LEASED HEREUNDER IF ATTACHED TO (OR IN THE COURSE OF BEING ATTACHED TO OR UNCOUPLED FROM) THE RCU. THE ASSUMPTION OF RISK OF LOSS AND DAMAGE MADE BY LESSEE UNDER THIS SECTION IS MADE WITHOUT REGARD TO FAULT BY LESSEE AND IS ENFORCEABLE IRRESPECTIVE OF SUCH FAULT.

7. INSURANCE REQUIRED BY STATUTE OR REGULATION. LESSEE IS REQUIRED BY LESSOR TO PROVIDE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ON THE RCU; HOWEVER, IF LESSOR IS NONETHELESS REQUIRED BY STATUTE, ORDINANCE OR REGULATION TO EXTEND INSURANCE COVERAGE TO THE LESSEE, SUCH INSURANCE COVERAGE SHALL BE LIMITED TO THE STATUTORY FINANCIAL RESPONSIBILITY MINIMUM AND SHALL BE EXCESS INSURANCE, AND LESSEE AGREES TO REIMBURSE LESSOR FOR AND HOLD LESSOR HARMLESS FROM, ANY AND ALL COST, EXPENSES, CLAIMS, CAUSES OF ACTION AND REASONABLE ATTORNEY'S FEES WHICH LESSOR SUSTAINS OR IS REQUIRED TO PAY AS A RESULT OF ANY REQUIREMENT OR REQUIREMENTS.

8. GENERAL CONDITIONS

TITLE TO THE RCU SHALL REMAIN AT ALL TIMES WITH LESSOR. THE LEASE IS INTENDED TO BE A TRUE LEASE AND NOT AS SECURITY FOR THE PAYMENT OR PERFORMANCE OF LESSEE'S OBLIGATIONS. IF LESSEE OBSERVES ALL OF THE TERMS AND CONDITIONS OF THE LEASE, IT SHALL HAVE QUIET POSSESSION OF THE RCU AND AS AGAINST ANY PERSON CLAIMING UNDER OR THROUGH LESSOR. LESSOR SHALL HAVE NO OTHER RESPONSIBILITY WHATSOEVER FOR, OR IN CONNECTION WITH, ANY RCU AFTER ACCEPTANCE OF THE DELIVERY BY LESSEE UNTIL THE ACTUAL RETURN THEREOF TO LESSOR. WITHOUT LIMITATION UPON THE FOREGOING, LESSEE HEREBY ASSUMES RESPONSIBILITY AND LIABILITY FOR, AND LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR, AND ALL LOSS, DAMAGE AND INJURY (INCLUDING PERSONAL INJURY OR DEATH, PROPERTY DAMAGE AND DAMAGE TO PROPERTY IN THE RCU, INCLUDING CONSEQUENTIAL DAMAGE, AND ALL INSURANCE CLAIMS INCLUDING PARTICULAR AND GENERAL AVERAGE) TO ALL PERSONS AND PROPERTY ARISING OUT OF THE OPERATION, MAINTENANCE, STORAGE OR OTHER USE OF THE POSSESSION OR OWNERSHIP OF ANY RCU. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S AGENTS ALL CLAIMS FOR LOSS OR DAMAGE TO ANY PROPERTY OF LESSEE OR ANY OTHER PERSON'S PROPERTY LEFT IN, OR ABOUT THE RCU, EITHER BEFORE OR AFTER ITS RETURN TO LESSOR OR ON THE LESSOR'S PREMISES, WITHOUT REGARD TO ANY NEGLIGENCE BY LESSOR OR ANY OF ITS AGENTS OR EMPLOYEES. LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COST, AND EXPENSES ARISING OUT OF THE USE OR POSSESSION OF THE RCU INCLUDING BUT NOT LIMITED TO ANY AND ALL FINES, PENALTIES, AND FORFEITURES IMPOSED UNDER ANY FEDERAL, STATE, MUNICIPAL, OR OTHER STATUTE, LAW, ORDINANCE, RULE, REGULATION, OR INSURANCE POLICY PROVISION, AND TO THE EXTENT NOT COVERED BY INSURANCE, ANY CLAIMS OF, OR LIABILITIES TO THIRD PERSONS ARISING OUT OF THE ABANDONMENT, CONVERSION, SECRETION, CONCEALMENT OR UNAUTHORIZED SALE OF THE RCU BY LESSEE OR ITS DRIVERS, AGENTS OR EMPLOYEES, FOR THE CONFISCATION OF THE RCU BY ANY GOVERNMENTAL AUTHORITY FOR ILLEGAL OR IMPROPER USE OF THE RCU. ADDITIONALLY, LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FOR ALL LOSS, LIABILITY AND EXPENSE IN EXCESS OF THE LIMITS OF LIABILITY PROVIDED FOR HEREIN AS A RESULT OF BODILY INJURY, DEATH, DAMAGE OR PROPERTY DAMAGE ARISING OUT OF THE USE OR OPERATION OF RCU. FURTHER, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S AGENTS FROM ALL LIABILITIES, DAMAGE, LOSSES, CLAIMS, INTEREST, PENALTIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR INCIDENT TO (A) ANY FAILURE BY LESSEE TO COMPLY WITH THE TERMS OF THE LEASE OR ANY ATTEMPT BY ANY PARTY, WHETHER PRIVATE OR GOVERNMENTAL, TO HOLD LESSOR LIABLE TO BREACH BY LESSEE, OR LESSEE'S OBLIGATIONS UNDER THE LEASE; OR (B) THE MAINTENANCE, STORAGE, OR OTHER USE OF THE POSSESSION OF THE RCU.

9. MAINTENANCE AND REPAIRS

(A) RESPONSIBILITIES OF LESSOR

- (i) LESSOR WILL UPON NOTIFICATION OF BREAKDOWN WILL TAKE ALL REASONABLE ACTION TO RETURN THE RCU TO OPERATING CONDITION WITHIN A REASONABLE AMOUNT OF TIME. REPAIR(S) AND MAINTENANCE WILL BE PERFORMED AT LESSOR'S REPAIR FACILITY.
- (ii) LESSOR WILL INSPECT THE RCU AND BE RESPONSIBLE FOR MAINTENANCE AND REPAIR FOR NORMAL WEAR AND TEAR OF THE RCU AS TO BE IN GOOD AND SAFE OPERATING CONDITION. LESSOR AGREES TO PERFORM SAID REPAIRS AND MAINTENANCE PROMPTLY AT DOMICILE SITE IN TRAVIS COUNTY, TEXAS.
 - (a) LESSOR WILL FURNISH AND SUPPLY ALL PARTS, OIL, LUBRICANTS AND ALL OTHER OPERATING SUPPLIES AND ACCESSORIES NECESSARY FOR MAINTENANCE AND/OR REPAIR PURSUANT TO NORMAL WEAR AND TEAR FOR THE PROPER, SAFE AND EFFICIENT OPERATION OF THE RCU.

(iii) IF THE RCU IS DEEMED UNREPAIRABLE LESSOR SHALL MAKE EVERY REASONABLE EFFORT TO SECURE AND PROMPTLY DELIVER A SUBSTITUTE RCU TO LESSEE, AND SAID SUBSTITUTE RCU TO BE AS NEARLY AS PRACTICABLE THE SAME SIZE AS THE ORIGINAL RCU. SAID SUBSTITUTE RCU SHALL BE FURNISHED AT NO ADDITIONAL EXPENSE TO LESSEE AND SHALL BE SUBJECT TO ALL TERMS AND CONDITIONS OF THIS LEASE AGREEMENT. IF LESSOR IS UNABLE OR UNWILLING TO SO REPLACE THE RCU, AND SUCH INABILITY OR UNWILLINGNESS SHALL CONTINUE FOR MORE THAN ONE CALENDAR DAY AFTER THE FIRST CALENDAR DAY OF SUCH UNAVAILABILITY OR UNFITNESS, THE RENTAL FOR SUCH UNIT SHALL ABATE DURING THE PERIOD COMMENCING ON THE DAY WHEN SUCH UNAVAILABILITY OR UNFITNESS COMMENCED AND ENDING ON THE DAY WHEN THE FULLY REPAIRED UNIT OR A SUITABLE SUBSTITUTE UNIT IS DELIVERED TO LESSEE.

(B) RESPONSIBILITIES OF LESSEE

(i) LESSEE IS RESPONSIBLE FOR THE FOLLOWING DAILY ROUTINES:

(a) CHECK ENGINE OIL LEVEL DAILY AND ADD AS NECESSARY.

(b) CHECK ENGINE COOLANT LEVEL DAILY AND ADD AS NECESSARY.

(c) FUEL AS NECESSARY.

(ii) LESSEE WILL BE RESPONSIBLE FOR ALL SERVICE CALLS, MECHANICS TIME (INCLUDING OVERTIME) AND ANY OTHER CHARGES FOR REPAIRS DUE TO ABUSE, MISUSE, NEGLECT, REPAIRS NOT DEEMED ORDINARY WEAR AND TEAR. (I.E. OUT OF FUEL, FUEL FILTERS, TIRE REPAIRS, ELECTRICAL PROBLEMS SUPPLYING UNIT, ETC.)

(a) LESSEE SHALL HAVE THE RIGHT TO PERFORM ALL REPAIRS TO THE RCU FOR WHICH LESSEE IS RESPONSIBLE UNDER THE TERMS OF THIS AGREEMENT PROVIDED, HOWEVER, THAT SUCH REPAIRS SHALL BE MADE ONLY WITH THE PRIOR APPROVAL OF LESSOR (WHICH SHALL NOT BE UNREASONABLY WITHHELD) AND SHALL BE COMPLETED TO THE REASONABLE SATISFACTION OF LESSOR.

(b) REPAIRS TO THE RCU WHICH LESSOR HAS AGREED TO PERFORM ON BEHALF OF LESSEE SHALL BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME TO THE REASONABLE SATISFACTION OF LESSEE AND AT A REASONABLE COST TO LESSEE.

(iii) OUTSIDE OF TRAVIS COUNTY, TEXAS, LESSEE WILL BE RESPONSIBLE FOR ANY SERVICE CALLS, MECHANICS TIME (INCLUDING OVERTIME) AND TRAVELING CHARGES FOR ROUTINE MAINTENANCE AND REPAIR TO UNIT AND REFRIGERATION UNIT.

(iii) ALL FUEL/ELECTRICITY REQUIRED TO OPERATE THIS RCU SHALL BE PROVIDED AND PAID FOR BY LESSEE.

(C) LESSOR SHALL HAVE NO OBLIGATION TO, BUT MAY AT LESSEE'S REQUEST, FURNISH A TEMPORARY RCU IF A DISABLED RCU IS OUT OF SERVICE FOR ORDINARY MAINTENANCE AND SERVICE OR IS OUT OF SERVICE BECAUSE OF DAMAGE FOR WHICH LESSEE IS RESPONSIBLE UNDER THIS AGREEMENT. SAID SUBSTITUTE RCU SHALL BE SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

10. FAILURE TO PERFORM

LESSOR SHALL INCUR NO LIABILITY TO LESSEE FOR FAILURE TO SUPPLY ANY RCU, REPAIR ANY DISABLED RCU OR OTHERWISE PERFORM HEREUNDER IF SUCH FAILURE RESULTED FROM AN ACT OF GOD OR FIRE, RIOT, OR ANY GOVERNMENTAL REGULATION OR RESTRICTION, OR ANY OTHER CAUSE BEYOND THE CONTROL OF LESSOR. EXCEPT AS OTHERWISE PROVIDED FOR IN ARTICLE 9 OF THIS AGREEMENT, DURING SUCH PERIOD OF FAILURE, THE APPLICABLE FIXED RENTAL CHARGES SPECIFIED HEREIN SHALL ABATE AND LESSEE SHALL HAVE NO LIABILITY THEREFOR.

11. ACCEPTANCE

THE LEASE SHALL BECOME EFFECTIVE UPON SIGNATURE BY BOTH PARTIES. IF, HOWEVER, THE LESSEE DOES NOT RETURN A SIGNED COPY OF THE LEASE TO LESSOR WITHIN SEVEN DAYS OF RECEIPT, OR DOES NOT GIVE LESSOR WRITTEN NOTICE OF DISAPPROVAL OF THE CONDITIONS HEREIN, AND IF THE LESSEE RETAINS THE RCU IN ITS POSSESSION AFTER SAID SEVEN DAY PERIOD, THEN THE LEASE SHALL HAVE THE SAME FORCE AND EFFECT AS IF IT HAD BEEN SIGNED BY THE LESSEE.

12. JURISDICTION

UNLESS OTHERWISE SPECIFIED HEREIN THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, COUNTY OF TRAVIS, AUSTIN, TEXAS.

13. SERVICE OF PROCESS

PROCESS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING SHALL BE DEEMED DULY SERVED IF SENT BY REGISTERED MAIL TO THE LESSEE AT THE LESSEE'S ADDRESS AS SET FORTH IN THE FIRST PARAGRAPH OF THE LEASE.

14. NOTICES

ANY NOTICE WHICH MAY BE OR IS REQUIRED TO BE GIVEN UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE SENT BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO THE ADDRESS ON PAGE ONE OR OTHERWISE ATTACHED. ALL SUCH NOTICES SHALL BE DEEMED TO HAVE BEEN GIVEN WHEN SUCH NOTICE, PROPERLY ADDRESSED, IS RECEIVED.

15. ASSIGNMENT

LESSOR MAY GRANT A SECURITY INTEREST IN THE LEASE OF THE RCU AND MAY ASSIGN ALL OR ANY PART OF ITS RIGHTS, TITLE OR INTEREST IN THE LEASE, OF THE RCU OR THE LEASE, OR ANY OF ITS RIGHTS OR INTEREST UNDER THE LEASE BY OPERATION OF LAW OR OTHERWISE.

16. INSPECTION

LESSOR RESERVES THE RIGHT TO INSPECT THE RCU AT ANY TIME DURING THE TERM OF THE AGREEMENT, WHEREVER THE RCU MAY BE LOCATED.

17. DEFAULT/BANKRUPTCY/ADJUDICATION. IF LESSEE SHALL BE IN DEFAULT IN ANY OF THE PAYMENTS REQUIRED TO BE MADE AND/OR IN THE PERFORMANCE OF ANY COVENANT OR CONDITION TO BE PERFORMED BY LESSEE HEREUNDER, THIS AGREEMENT MAY BE TERMINATED IMMEDIATELY BY LESSOR WITHOUT FURTHER NOTICE AND, IN SUCH EVENT, LESSEE SHALL SURRENDER THE RCU TO LESSOR IMMEDIATELY UPON LESSOR'S DEMAND. IF LESSEE SHALL NOT IMMEDIATELY SURRENDER THE RCU, LESSOR MAY IMMEDIATELY, WITHOUT DEMAND OR HEARING, WHICH ARE HEREBY EXPRESSLY WAIVED, TAKE POSSESSION OF THE RCU AND ANY ATTACHMENTS AND/OR LADING (AND FOR THIS PURPOSE LESSOR MAY ENTER UPON PREMISES WHERE SAID RCU MAY BE AND REMOVE SAME) WITHOUT INCURRING LIABILITY TO LESSEE, AND WITHOUT PREJUDICE TO ANY OTHER REMEDIES LESSOR MAY HAVE. IN THE EVENT OF SUCH DEFAULT, LESSEE SHALL PROMPTLY PAY LESSOR ALL COST AND EXPENSES INCURRED BY LESSOR IN RECOVERING OR ATTEMPTING TO RECOVER THE RCU AND LESSEE SHALL CONTINUE TO BE LIABLE FOR RENTAL AND OTHER CHARGES ACCRUING DURING THE PERIOD THE RCU IS RETAINED BY LESSOR. THIS AGREEMENT SHALL TERMINATE AUTOMATICALLY WITHOUT NOTICE TO LESSEE IF A PETITION IN BANKRUPTCY IS FILED BY OR AGAINST LESSEE, OR IF LESSEE SHALL HAVE MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, SHALL HAVE BEEN VOLUNTARILY OR INVOLUNTARILY ADJUDICATED A BANKRUPTCY BY ANY COURT OF COMPETENT JURISDICTION, OR IF A PETITION FOR REORGANIZATION OF LESSEE OR FOR AN ARRANGEMENT WITH CREDITORS IS FILED BY, OR AGAINST LESSEE, OR IF A RECEIVER SHALL HAVE BEEN APPOINTED FOR ALL OR FOR A SUBSTANTIAL PART OF LESSEE'S BUSINESS OR IF LESSEE SHALL HAVE PERMITTED OR SUFFERED AN ATTACHMENT, LEVY OR EXECUTION TO BE MADE AGAINST ALL OR A SUBSTANTIAL PART OF THE PROPERTY OF LESSEE OR AGAINST THE RCU. IF THIS AGREEMENT SHALL SO AUTOMATICALLY TERMINATE, LESSOR SHALL BE ENTITLED, IN ADDITION TO ITS AFORESAID RIGHTS REGARDING REPOSSESSION OF THE RCU, TO ALL RENTS AND CHARGES ARISING HEREUNDER BUT REMAINING UNPAID BY LESSEE. SHOULD LESSOR EMPLOY ANY ATTORNEY IN ANY COURT PROCEEDING TO ENFORCE ANY OF ITS RIGHTS UNDER THIS AGREEMENT, LESSEE SHALL PAY LESSOR ALL REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH PROCEEDING.

18. MISCELLANEOUS

THE RCU IS LEASED, AND THE LESSEE ACCEPTS THE RCU, "AS IS" AND "WITH ALL FAULTS", AND LESSOR WARRANTS ONLY THAT IT CORRESPONDS WITH THE DESCRIPTION SET OUT IN THE LEASE (OR IN ANY FURTHER SUCH AGREEMENT WHICH MAY HEREAFTER ADOPT THESE CONDITIONS), AND THAT THE LESSEE SHALL HAVE QUIET POSSESSION AS AGAINST ANY PERSON CLAIMING UNDER OR THROUGH LESSOR; AND, SAVE AS AFORESAID, THAT LESSOR MAKES AND ASSUMES NO GUARANTY OR WARRANTY WHATSOEVER OF ANY KIND PERTAINING TO THE RCU OR ANY ITEM THEREOF, AND ALL CONDITIONS AND WARRANTIES IN RELATION HERETO, WHETHER EXPRESS OR IMPLIED, WHETHER STATUTORY, COLLATERAL HERETO OR OTHERWISE, WHETHER IN RELATION TO THE FITNESS OF THE RCU, OR ANY TIME HEREOF FOR ANY PARTICULAR PURPOSE, OR TO COMPLIANCE WITH ANY CONVENTION, STATUTE, REGULATION ORDER OR OTHER PROVISIONS OF LAW OR STANDARD, OR WHETHER IN RELATION TO MERCHANTABILITY OR AS TO DESCRIPTION, STATE, QUALITY, OR CONDITION OF THE RCU, OR ANY ITEM THEREOF AT DELIVERY OR AT ANY OTHER TIME ARE HEREBY EXCLUDED AND EXTINGUISHED.

19. ENTIRE AGREEMENT

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AND LESSEE SHALL NOT ASSIGN THIS AGREEMENT OR ANY INTEREST THEREIN WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF LESSOR. THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE, SUPERSADING ANY PRIOR OR OTHER WRITTEN OR ORAL REPRESENTATIONS, AGREEMENTS, OR UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY FUTURE REPRESENTATIONS, AGREEMENTS, UNDERSTANDINGS OR WAIVERS MUST BE REFLECTED IN A WRITING SIGNED BY BOTH PARTIES. LESSOR'S FAILURE TO STRICTLY ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER THEREOF OR AS EXCUSING THE LESSEE FROM FUTURE PERFORMANCE. IF ANY PROVISION OF THIS AGREEMENT IS INVALID UNDER ANY LAWS OF ANY STATE WHERE USED, SUCH PROVISION SHALL BE DEEMED NOT TO BE A PART OF THIS AGREEMENT IN SUCH STATE, BUT SHALL NOT INVALIDATE ANY OTHER PROVISION HEREOF.

THERMAL TREK INC.

1806 Hydro Dr
 MAIL: PO BOX 82045
 AUSTIN, TX 78708-2045

Invoice

Date	Invoice #
4/7/2020	20-127

Bill To
WILLAMSON COUNTY EMERGENCY OPERATIONS 100 WILCO WAY SUITE P101 GEORGETOWN, TX 78626

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		4/7/2020			
Quantity	Item Code	Description	U/M	Price Each	Amount	
1	RCU-51-3954	460 VOLT 3 PHASE 25 AMP SWING DOOR SER# NSD60363954 MODEL # 69NT40-561-006 PART # NT2031 PS 13-50	MO	1,359.00	1,359.00	
1	EXTENSION CO...	ELECTRICAL CORDS PS13-50		50.00	50.00	
1	Prep Charge	SANITIZE AND CLEANED BEFORE DELIVERY. CUSTOMER IS REQUIRED TO PERFORM MEDICAL CLEAN UP PROCEDURE AT THE END OF THE RENTAL PERIOD BEFORE THE REFRIGERATED CONTAINER IS RETURNED.		100.00	100.00	
2	DELIVERY CH...	DELIVERY CHARGE: DELIVER UNIT TO 8160 CHANDLER ROAD HUTTO, TX 78634 ON APRIL 7, 2020 AND RETURN TO 1806 HYDRO DRIVE AUSTIN TX ON MAY 4, 2020 UNLESS EXTENDED RENTAL IS FROM APRIL 7, 2020 TO MAY 4, 2020 UNLESS EXTENDED CONTACT PERSON IS BLAKE SKILES AT 512-943-1478 OR KYLE MCKNIGHT AT 512-688-0526 AT THE DELIVER SITE UNIT WILL BE LOCATED AT 8160 CHANDLER ROAD HUTTO, TX 78634		425.00	850.00	
1	NOTES	CUSTOMER HAS BEEN ADVISED THAT UNIT WILL NEED 460 VOLT 3 PHASE 40 AMP DEDICATED ELECTRIC CIRCUIT.		0.00	0.00	
1	NOTES	THERMAL TREK IS NOT RESPONSIBLE FOR ANY PRODUCT PLACED IN THE UNIT AT ANY TIME AND UNDER ANY CIRCUMSTANCE		0.00	0.00	
1	NOTES	NOTHING IS TO BE TAPED ON THE OUTSIDE OR INSIDE OF THE UNIT AT ANY TIME		0.00	0.00	
1	NOTES	UNIT WILL BE USED AT APPROXIMATELY 37 DEGREES F		0.00	0.00	
				Total		

THERMAL TREK INC.

1806 Hydro Dr
 MAIL: PO BOX 82045
 AUSTIN, TX 78708-2045

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Date	Invoice #
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WILLAMSON COUNTY EMERGENCY OPERATIONS 100 WILCO WAY SUITE P101 GEORGETOWN, TX 78626

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	Due on receipt		4/7/2020				
Quantity	Item Code	Description			U/M	Price Each	Amount
1	NOTES	THE CUSTOMER IS RESPONSIBLE FOR ANY PHYSICAL DAMAGE TO THE REFRIGERATED CONTAINER DURING THE RENTAL INCLUDING ELECTRICAL DAMAGE IF THE CUSTOMER DOES NOT PROVIDE THE PROPER ELECTRICAL SUPPLY AT ALL TIMES.				0.00	0.00
1	NOTES	FOR SERVICE PLEASE CALL 512-836-8000 24-7				0.00	0.00
1	NOTES	THANK YOU FOR YOUR BUSINESS.				0.00	0.00
Blake Skiles					Total		\$2,359.00

DO NOT TAPE ANYTHING TO BOX

DO NOT TAPE ANYTHING TO BOX

THERMAL TREK, INC
1806 HYDRO DRIVE
AUSTIN, TEXAS 78728
512-385-9243
Service 512-836-8000

Thermal Trek, Inc. Lease Agreement No 20-128, made on 4/7/2020, between Thermal Trek, Inc. (Hereinafter referred to as "Lessor"), and WILLIAMSON COUNTY EMERGENCY OPERATIONS, (thereinafter referred to as Lessee):

Address: 100 WILCO WAY SUITE P101
City/State/Zip: GEORGETOWN, TEXAS 78626
Billing Address: 100 WILCO WAY SUITE P101
City/State/Zip: GEORGETOWN, TEXAS 78626
Phone: 512-943-1478
Contact Person: BLAKE SKILES

The Lessee agrees to Refrigerated Conex Unit(electric operation), (electric operation w/gasoline generator) or (diesel engine) hereinafter referred to as "RCU":

Note: Different lease/rental rates apply as to the different methods of operation for which the RCU is used.

RCU 54-4069, Year: N/A, Make: N/A, Serial No: N/A, License No. N/A State, TX. Refrigeration Unit Serial No. N/A, Model No. N/A; from Lessor and Lessor agrees to lease to the Lessee the above identified RCU.

WHEREAS, LESSOR is in the business of leasing RCUs and hereby represents that it is the owner of, or otherwise has lawful authority to lease, the RCU described above and in the Schedule(s) attached hereto; and

WHEREAS, LESSOR desires to lease said RCU to Lessee for the amounts and upon the terms and conditions hereinafter set forth; and

WHEREAS, LESSEE desires to lease said RCU solely for the purpose of mobile storage from LESSOR for the amounts and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the amounts to be paid and the covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereto covenant and agree as follows:

- I. DURATION OF LEASE. This Lease shall remain in effect from 4/7/2020 until 5/4/2020, as limited by Paragraph X hereof. Any amendments hereto shall be effective as of the date of Lessor's notice to the Lessee.

II. USE. Lessee agrees to the following:

- A. Lessee will use the RCU unit in the ordinary course of its business.
- B. Lessee agrees not to overload the RCU beyond the manufacturer's recommended gross weight allowance and to pay for any and all damages resulting from loading in excess of such weight allowance.
- C. Lessee agrees to make reasonable efforts to ensure that each RCU is operated with due care and diligence so as to prevent loss and/or damage and injury of any kind or nature whatsoever.
- D. Lessee agrees to notify Lessor of improper performance or mechanical failure of the RCU as soon as such information comes known to Lessee.
- E. Lessee agrees not to knowingly permit or cause any person other than Lessor or persons authorized by Lessor to make any repairs or adjustments to the RCU leased hereunder provided, however, Lessee or its authorized representatives may authorize, limited to \$250.00 per occurrence, such minor emergency repairs or adjustments as may be reasonably necessary for the safe and efficient operation of said RCU when it is not practical in Lessee's opinion to secure Lessor's prior authorization.
- F. Lessee agrees to take reasonable precautions to protect the RCU from theft, perils and all other hazards while under Lessee's care, custody and control.
- G. Lessee agrees to reimburse lessor in full for damages caused by negligence, abuse, misuse, or willful destruction of RCU by lessee, its agents, servants or employees.
- H. Lessee agrees to make RCU reasonably available to lessor for inspections, repairs and maintenance.

III. Insurance. Lessee will, at all times, during the term of this Lease, at its own expense, carry and maintain or cause to be carried and maintained:

- A. Primary automobile and general liability insurance as required by Texas law in the minimum amount of five hundred thousand dollars (\$500,000) per occurrence, pursuant to conditions set forth in Paragraph II(A) (B) (C),
- B. Property damage insurance against all risk of physical loss or damage to the RCU in an amount at least equal to the replacement cost set forth in the Lease; and,
- C. Lessee will provide cargo insurance against all risk of physical loss or damage to the contents stored in the RCU, including consequential damage, in an amount at least equal to the replacement cost of such contents.

Lessee represents, warrants and covenants that Lessee will perform all actions required to maintain policies evidencing such insurance. In the case of both the casualty and public liability coverage, Lessee shall deliver to Lessor either certificates of insurance or such other evidence of insurance

as Lessor may reasonably require.

LESSOR SHALL NOT BE LIABLE FOR, AND LESSEE WAIVES ALL CLAIMS AGAINST LESSOR IN RESPECT OF ANY LOSS, THEFT, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DESTRUCTION OF OR TO ANY CARGO OR OTHER PROPERTY LEFT BY LESSEE OR ANY OTHER PERSON IN OR UPON THE RCU AT ANY TIME OR PLACE.

- IV. DELIVERY. Lessee shall pick up and deliver, or arrange for the pickup and delivery of, the RCU to the Lessee's site. Lessee shall provide proof of liability and property damage insurance as specified in Item III (A) and (B) prior to the RCU being released to Lessee or Lessee's agent. Lessor will be notified of the respective arrangements in order to release the RCU to the Lessee or Lessee's agent. Upon Lessee's request and pursuant to Lessee providing proof of liability and property damage insurance coverage, Lessor will arrange delivery, and will bill Lessee delivery charges.

Party to arrange:

Delivery By: Thermal Trek

Delivery Address: 8160 CHANDLER ROAD HUTTO, TEXAS 78634

Delivery Charge: \$425.00

The Lessee accepts delivery of the RCU when the RCU is picked up by Lessee or Lessee's agent at Lessor's location or other Lessor designated site.

- V. RETURN. The Lessee shall return or arrange for the return delivery of the RCU to the Lessor's location in accordance with the terms of the Lease. At the end of the Lease period, the Lessee or Lessee's agent shall give Lessor at least N/A (one day if not indicated) day(s) notice of its intent to return the RCU in order for Lessor to receive the RCU from the Lessee or Lessee's agent. Upon Lessee's request, Lessor will arrange return delivery and will bill Lessee those respective charges.

Party to arrange:

Return Delivery By: Thermal Trek

Return Delivery Address: 1806 HYDRO DR. AUSTIN TX 78728

Return Delivery Charge: \$425.00

- VI. BILLING PERIOD. Each monthly billing period will be from the first day of each month until the last day of each month, except for the first month of the Lease term, which will be from the date the RCU is delivered until the last day of that month.

- VII. RENT. The Lessee shall pay \$2,359.00 Per MINIMUM RENTAL PERIOD. Rent and other charges shall be due in advance of rental period. Payment of each invoice issued to Lessee is due within N/A days seven [7] days if not specified otherwise herein) of the invoice date. If any rent payment or other amount due to Lessor under the Lease shall not have been received by Lessor by the date such payment was due, Lessor shall have the right to charge Lessee interest of 2% of the unpaid balance, compounded per month, for each month or part thereof that the payment remains outstanding.

- A. If the RCU is delivered prior to the first day of the month the rent will be prorated from the date of delivery until the last day of the delivery month, and such prorated first month rental shall be payable upon delivery of the RCU to Lessor.

- B. If the RCU is returned prior to the 15th day of any month, Lessee will make rent payments to Lessor on a pro rata basis. If the RCU is returned after the 15th of any month, Lessee shall pay a full month's rent payment.

If the RCU is not returned to Lessor in accordance with the terms hereof within (5) days after termination of the Lease, Lessor may without notice charge any higher daily rental rate it may choose, and with 30 days notice, following termination in accordance with Paragraph X hereof, charge Lessee the replacement value per RCU.

VIII. DEPOSIT AND OTHER CHARGES. Lessee shall deposit with Lessor or Lessor's agent a security deposit (the "security deposit") in the amount of \$500.00 to secure Lessee's performance pursuant to the terms of this Lease. The security deposit less any deductions made, if any, in accordance with the terms of this Lease, shall be returned to Lessee without interest, within three weeks of the termination hereof. If Lessee returns the RCU to Lessor or Lessor's agent in a damaged or altered condition (normal wear accepted), the full cost of these repairs shall be borne by the Lessee.

- A. A minimum nonrefundable cleaning charge of \$100.00 shall be paid by Lessee prior to delivery of the RCU by Lessor to Lessee. Cleaning charges in excess of this minimum shall be first deducted from the security deposit then excess will be billed to the lessor.

- B. In the event Lessee needs assistance in setting up the RCU for operation, a minimum labor set-up charge of \$75.00 will be paid by Lessee to Lessor (in advance). Any additional charges for labor or parts (e.g. electrical hook-up, additional extension cords, rail road ties, blocking, etc.) needed by lessee to set up unit for operation, will be invoiced to the lessee. In the event that Lessee or Lessee agent sets up and/or installs RCU incorrectly to electrical service or creates other installation problems that requires Lessor to come to Lessee premises to perform corrective action or complete setup installation, a \$75.00 minimum service call plus time and materials will be billed to Lessee for immediate payment. If payment for time and material has not been paid by lease termination date, it will be deducted from security deposit.

- C. Lessee will be responsible for all fuel/electricity used by the RCU. Lessor will deliver RCU full of fuel to Lessee. When lessee is finished with the RCU, it will be returned full of fuel. If RCU is not returned full of fuel, Lessee will reimburse Lessor for those costs.

IX. PLACEMENT. During the term hereof, the RCU shall be domiciled by Lessee solely at 8160 CHANDLER ROAD HUTTO, TEXAS 78634 unless another address other than stated on page one.

X. TERMINATION. Lessor shall have the right to terminate this Lease without cause upon 10 days written notice to the Lessee. Lessor may terminate this Lease upon written notice to Lessee with immediate effect if Lessee fails to comply with any covenant or condition to be performed by the Lessee. Lessor may terminate this Lease upon written notice to Lessee with immediate effect if Lessee does not pay when due any rent or other charges due hereunder. If Lessee fails to comply with any condition or covenant of this lease and/or fails to make such payments when due, Lessee waives any rights to

advance notice or hearing prior to Lessor's exercise of any remedies available to it, with or without judicial process or notice, including without limitation, Lessor's entry onto the location or upon any premises in which the RCU may be kept, replevin, injunction, summary judgement, self-help, repossession, and any other remedy or action or proceeding designed to obtain possession of or to protect the RCU(s).

XI. ENCUMBRANCES. Lessee agrees not to pledge, sell, mortgage, or attempt in any other manner to encumber any RCU leased hereunder or to allow any liens or legal process to be incurred or levied thereon.

XII. ATTACHMENTS. Thermal Trek, Inc. Lease Terms, Rates/Charges specifications R-1 and Equipment Interchange Receipt attached to this Lease are incorporated into this Lease and form an integral part hereof.

LESSEE ACKNOWLEDGES AND AGREES BY HIS SIGNATURE HEREON THAT LESSEE HAS READ, ACCEPTS, AND AGREES TO COMPLY IN FULL WITH, THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS AGREEMENT.

For: WILLIAMSON COUNTY EMERGENCY
OPERATIONS

Print: Judge Bill Gravell Jr.

Sign: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Apr 7, 2020)

Date: Apr 7, 2020

Lease No. 20-128 RCU 54-4069

For: Thermal Trek, Inc

Wayne Francis

DocuSigned by:

Wayne Francis
4/6/2020 10:34:49 AM

All trailers are for STORAGE ONLY. Lessee is responsible for any and all damage, repairs or maintenance if used in the transportation of product.

THERMAL TREK, INC
LEASE TERMS AND CONDITIONS

1. DELIVERY OF RCU

- (A) LESSOR SHALL USE ALL REASONABLE EFFORTS TO MAKE THE RCU AVAILABLE FOR PICKUP AND DELIVERY AS REQUIRED UNDER THE TERMS OF THE LEASE.
- (B) UPON DELIVERY/RECEIPT OF THE RCU, THE LESSEE OR THE LESSEE'S AGENT SHALL SIGN AND PROMPTLY RETURN TO LESSOR LESSOR'S EQUIPMENT INTERCHANGE RECEIPT. IF IN ACCORDANCE WITH PARAGRAPH IV OR V OF THIS LEASE THE DRIVER OF THE VEHICLE IS INSTRUCTED BY THE LESSEE TO COLLECT THE RCU FOR THE PURPOSE OF THIS SUB-PARAGRAPH, THE DRIVER OF THE VEHICLE SHALL BE DEEMED TO BE THE LESSEE'S AGENT.
- (C) THE LESSEE OR ITS AGENT'S EXECUTION OF AN EQUIPMENT INTERCHANGE RECEIPT SHALL CONSTITUTE CONCLUSIVE EVIDENCE THAT LESSEE HAS INSPECTED THE RCU AND FOUND IT (EXCEPT AS NOTED IN THE RECEIPT) TO BE COMPLETE, IN GOOD WORKING ORDER AND CONDITION AND IN COMPLIANCE WITH THE LEASE. THE FAILURE BY THE LESSEE OR ITS AGENTS TO NOTE ANY DAMAGE, DEFECT OR DETERIORATION TO THE RCU SHALL NOT RELIEVE THE LESSEE OF ANY OBLIGATION OR LIABILITY UNDER THE LEASE, INCLUDING LIABILITY FOR ANY REPAIRS TO THE RCU OR FOR DAMAGE OR LOSS TO THE RCU OR TO THE PERSONS OR PROPERTY OF OTHERS.

2. SECURITY DEPOSIT

- (A) THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, MAY BE APPLIED TO ANY AND ALL UNPAID OR ACCRUED CHARGES IN ACCORDANCE WITH THIS LEASE, INCLUDING BUT NOT LIMITED TO DELIVERY, RENTAL, CLEAN-UP, AND REPAIRS PERFORMED ON BEHALF OF LESSEE.
- (B) IF THE RCU HAS BEEN RETURNED TO LESSOR IN A DAMAGED, ALTERED OR DESTROYED CONDITION OR HAS BEEN LOST OR STOLEN, LESSOR MAY APPLY THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, TOWARD SUCH LOSS UNTIL SUCH TIME AS FULL SETTLEMENT HAS BEEN PAID TO LESSOR.
- (C) IF THE RCU HAS BEEN INVOLVED IN A COLLISION OR ACCIDENT, LESSOR MAY APPLY THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, TOWARD THE SETTLEMENT OF ANY AND ALL CLAIMS OR LIABILITY OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM SUCH LOSS UNTIL SUCH TIME AS FULL SETTLEMENT IS PAID REGARDING SUCH COLLISION OR ACCIDENT.

3. RETURN

- (A) AT THE TIME OF THE RETURN OF THE RCU THE LESSEE OR THE LESSEE'S AGENT SHALL SIGN LESSOR'S EQUIPMENT INTERCHANGE RECEIPT UPON DELIVERY OF THE RCU TO LESSOR OR LESSOR'S AGENT. IF IN ACCORDANCE WITH PARAGRAPH IV OR V OF THIS LEASE, THE DRIVER OF THE VEHICLE IS INSTRUCTED BY THE LESSEE TO RETURN THE RCU SUCH DRIVER SHALL BE DEEMED TO BE LESSEE'S AGENT.
- (B) AT TIME OF RETURN OF THE RCU THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:
 - (i) THE EXECUTION OF LESSOR'S EQUIPMENT INTERCHANGE RECEIPT SHALL EVIDENCE THE CONDITION OF THE RCU AT THE TIME OF ITS RETURN.
 - (ii) IF THE RCU IS RETURNED TO LESSOR IN A DAMAGED OR ALTERED CONDITION, NORMAL WEAR ACCEPTED, THE COST OF THE DAMAGES ASSESSED IN ACCORDANCE WITH AN ESTIMATE PREPARED BY THE REPAIRER APPOINTED BY LESSOR SHALL BE BORNE BY THE LESSEE.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS (A) THE RCU IS RESTORED TO ITS ORIGINAL LEASABLE CONDITION AND (B) RETURN DELIVERY HAS BEEN MADE TO LESSOR.
 - (iii) LESSOR OR LESSOR'S AGENT SHALL IN ITS SOLE DISCRETION DETERMINE WHETHER IT IS FEASIBLE TO REPAIR A DAMAGED OR ALTERED RCU. IF THE RCU IS DAMAGED OR ALTERED TO SUCH EXTENT THAT LESSOR DETERMINES IT IS NOT FEASIBLE TO REPAIR AND THEREFORE DEEMS SUCH RCU TO BE DESTROYED, LESSEE SHALL FORTHWITH MAKE FULL SETTLEMENT OF SUCH LOSS BY PAYING LESSOR THE REPLACEMENT VALUE OF THE RCU, AS SET FORTH IN THE LEASE, WITHIN TEN (10) BUSINESS DAYS OF SUCH LOSS.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS FULL SETTLEMENT IS MADE TO LESSOR.
 - (iv) IF THE RCU IS LOST OR STOLEN, LESSEE SHALL FORTHWITH MAKE FULL SETTLEMENT OF SUCH LOSS BY SUBMITTING TO LESSOR PROOF OF LOSS SATISFACTORY TO LESSOR AND BY PAYING LESSOR THE REPLACEMENT VALUE OF THE RCU, AS SET FORTH IN THE LEASE, WITHIN TEN (10) BUSINESS DAYS OF SUCH LOSS.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS FULL SETTLEMENT IS MADE TO LESSOR.

4. COMPLIANCE WITH LAWS

LESSEE SHALL COMPLY AT ITS OWN EXPENSE WITH ALL LAWS, REGULATIONS AND RULES OF FEDERAL, STATE AND LOCAL GOVERNMENTS AND AGENCIES WHICH AFFECT THE LEASE OF THE RCU.

5. TAXES/PERMITS/LICENSES/REGISTRATIONS

LESSEE AGREES TO PAY ANY AND ALL TOLL CHARGES FOR TRANSPORTING THE RCU TO THE LESSEE LOCATION, INCLUDING THOSE FOR HIGHWAYS, BRIDGES, AND FERRIES. LESSOR SHALL AT ITS SOLE COST AND EXPENSE PAY FOR AND, IF

NECESSARY, PROCURE THE FOLLOWING: (A) RCU LICENSE PLATES FOR THE STATE(S) AND AT THE APPLICABLE WEIGHT(S); (B) STATE SALES TAXES APPLICABLE TO THE PURCHASE OF THE RCU LEASED HEREUNDER; (C) FEDERAL EXCISE TAXES AND (D) FEDERAL HIGHWAY VEHICLE USE TAXES. ANY AND ALL OTHER LICENSES, PERMITS OR REGISTRATIONS OF ANY SORT OR NATURE WHATSOEVER REQUIRED FOR THE LAWFUL OPERATION OF THE RCU LEASED HEREUNDER SHALL BE PROCURED BY LESSOR AT LESSEE'S SOLE COST AND EXPENSE PROVIDED THAT LESSEE'S PRIOR AUTHORIZATION AND APPROVAL FOR SUCH EXPENDITURE(S) HAS FIRST BEEN OBTAINED.

IT IS FURTHER AGREED AND UNDERSTOOD THAT ANY AND ALL PRE-EXISTING LICENSES, PERMITS OR REGISTRATIONS OF ANY SORT OR NATURE WHATSOEVER APPLICABLE TO OR APPLYING ON THE RCU AT THE TIME IT IS LEASED TO LESSEE UNDER THIS AGREEMENT SHALL INURE TO THE BENEFIT OF LESSEE WITHOUT THE PAYMENT OF ANY ADDITIONAL CHARGES BY LESSEE, WHETHER PROVIDED FOR IN THIS ARTICLE OR OTHERWISE.

LESSEE SHALL BE LIABLE FOR ALL USER TAXES, INCLUDING BUT NOT LIMITED TO TEXAS LIMITED SALES TAX, APPLICABLE TO THE LEASE OF THE RCU. LESSEE SHALL BE LIABLE FOR ALL CHARGES, FINES AND PENALTIES INCURRED WHILE THE RCU IS IN LESSEE'S POSSESSION.

6. PHYSICAL DAMAGE INSURANCE AND EXCLUSIONS.

LESSEE IS REQUIRED TO PROVIDE PHYSICAL DAMAGE INSURANCE UNDER THIS AGREEMENT. SAID COVERAGE SHALL BE MAINTAINED THROUGH A COLLISION AND COMPREHENSIVE PHYSICAL DAMAGE INSURANCE POLICY WRITTEN IN STANDARD FORM BY A REPUTABLE INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN ALL OF THE STATES IN WHICH THE RCU WILL BE USED OR OPERATED. LESSEE SHALL REMAIN OBLIGATED TO PAY OR REIMBURSE LESSOR FOR THE FULL AMOUNT OF ANY AND ALL (A) DEDUCTIBLE AMOUNTS, (B) DAMAGE AND DESTRUCTION TO, AND LOSS AND LOSS OF USE OF, THE RCU RESULTING FROM (I) USE OR OPERATION OF THE RCU IN VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, (II) USE OR OPERATION BY LESSEE, ITS EMPLOYEES, DRIVERS AND/OR AGENTS OF ANY VEHICLE OR EQUIPMENT NOT LEASED HEREUNDER (III) USE OR OPERATION OF THE VEHICLE OR RCU BY ANY DRIVER, EMPLOYEE AND/OR AGENT AFTER RECEIPT BY LESSEE OF A WRITTEN COMPLAINT FROM LESSOR SPECIFYING GROUNDS FOR REMOVAL OF SUCH DRIVER, EMPLOYEE OR AGENT FROM THE VEHICLE OR RCU, (IV) WILLFUL ACTS OR OMISSIONS OR ABUSIVE HANDLING OR RECKLESSNESS BY LESSEE, ITS DRIVERS, AGENTS OR EMPLOYEES, (V) FIRE, THEFT, UPSET, EXPLOSION, RIOTS, VANDALISM OR ACTS OF GOD, (VI) FAILURE TO SECURELY BRAKE, BLOCK OR LOCK THE RCU OR PROPERLY SECURE THE CARGO, (VII) COLLISION WITH ANY OVERHEAD OBJECTS, AND/OR (VIII) ANY DEFECT OR MALFUNCTION IN ANY RCU OR EQUIPMENT NOT BEING LEASED HEREUNDER IF ATTACHED TO (OR IN THE COURSE OF BEING ATTACHED TO OR UNCOUPLED FROM) THE RCU. THE ASSUMPTION OF RISK OF LOSS AND DAMAGE MADE BY LESSEE UNDER THIS SECTION IS MADE WITHOUT REGARD TO FAULT BY LESSEE AND IS ENFORCEABLE IRRESPECTIVE OF SUCH FAULT.

7. INSURANCE REQUIRED BY STATUTE OR REGULATION. LESSEE IS REQUIRED BY LESSOR TO PROVIDE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ON THE RCU; HOWEVER, IF LESSOR IS NONETHELESS REQUIRED BY STATUTE, ORDINANCE OR REGULATION TO EXTEND INSURANCE COVERAGE TO THE LESSEE, SUCH INSURANCE COVERAGE SHALL BE LIMITED TO THE STATUTORY FINANCIAL RESPONSIBILITY MINIMUM AND SHALL BE EXCESS INSURANCE, AND LESSEE AGREES TO REIMBURSE LESSOR FOR AND HOLD LESSOR HARMLESS FROM, ANY AND ALL COST, EXPENSES, CLAIMS, CAUSES OF ACTION AND REASONABLE ATTORNEY'S FEES WHICH LESSOR SUSTAINS OR IS REQUIRED TO PAY AS A RESULT OF ANY REQUIREMENT OR REQUIREMENTS.

8. GENERAL CONDITIONS

TITLE TO THE RCU SHALL REMAIN AT ALL TIMES WITH LESSOR. THE LEASE IS INTENDED TO BE A TRUE LEASE AND NOT AS SECURITY FOR THE PAYMENT OR PERFORMANCE OF LESSEE'S OBLIGATIONS. IF LESSEE OBSERVES ALL OF THE TERMS AND CONDITIONS OF THE LEASE, IT SHALL HAVE QUIET POSSESSION OF THE RCU AND AS AGAINST ANY PERSON CLAIMING UNDER OR THROUGH LESSOR. LESSOR SHALL HAVE NO OTHER RESPONSIBILITY WHATSOEVER FOR, OR IN CONNECTION WITH, ANY RCU AFTER ACCEPTANCE OF THE DELIVERY BY LESSEE UNTIL THE ACTUAL RETURN THEREOF TO LESSOR. WITHOUT LIMITATION UPON THE FOREGOING, LESSEE HEREBY ASSUMES RESPONSIBILITY AND LIABILITY FOR, AND LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR, AND ALL LOSS, DAMAGE AND INJURY (INCLUDING PERSONAL INJURY OR DEATH, PROPERTY DAMAGE AND DAMAGE TO PROPERTY IN THE RCU, INCLUDING CONSEQUENTIAL DAMAGE, AND ALL INSURANCE CLAIMS INCLUDING PARTICULAR AND GENERAL AVERAGE) TO ALL PERSONS AND PROPERTY ARISING OUT OF THE OPERATION, MAINTENANCE, STORAGE OR OTHER USE OF THE POSSESSION OR OWNERSHIP OF ANY RCU. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S AGENTS ALL CLAIMS FOR LOSS OR DAMAGE TO ANY PROPERTY OF LESSEE OR ANY OTHER PERSON'S PROPERTY LEFT IN, OR ABOUT THE RCU, EITHER BEFORE OR AFTER ITS RETURN TO LESSOR OR ON THE LESSOR'S PREMISES, WITHOUT REGARD TO ANY NEGLIGENCE BY LESSOR OR ANY OF ITS AGENTS OR EMPLOYEES. LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COST, AND EXPENSES ARISING OUT OF THE USE OR POSSESSION OF THE RCU INCLUDING BUT NOT LIMITED TO ANY AND ALL FINES, PENALTIES, AND FORFEITURES IMPOSED UNDER ANY FEDERAL, STATE, MUNICIPAL, OR OTHER STATUTE, LAW, ORDINANCE, RULE, REGULATION, OR INSURANCE POLICY PROVISION, AND TO THE EXTENT NOT COVERED BY INSURANCE, ANY CLAIMS OF, OR LIABILITIES TO THIRD PERSONS ARISING OUT OF THE ABANDONMENT, CONVERSION, SECRETION, CONCEALMENT OR UNAUTHORIZED SALE OF THE RCU BY LESSEE OR ITS DRIVERS, AGENTS OR EMPLOYEES, FOR THE CONFISCATION OF THE RCU BY ANY GOVERNMENTAL AUTHORITY FOR ILLEGAL OR IMPROPER USE OF THE RCU. ADDITIONALLY, LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FOR ALL LOSS, LIABILITY AND EXPENSE IN EXCESS OF THE LIMITS OF LIABILITY PROVIDED FOR HEREIN AS A RESULT OF BODILY INJURY, DEATH, DAMAGE OR PROPERTY DAMAGE ARISING OUT OF THE USE OR OPERATION OF RCU. FURTHER, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S AGENTS FROM ALL LIABILITIES, DAMAGE, LOSSES, CLAIMS, INTEREST, PENALTIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR INCIDENT TO (A) ANY FAILURE BY LESSEE TO COMPLY WITH THE TERMS OF THE LEASE OR ANY ATTEMPT BY ANY PARTY, WHETHER PRIVATE OR GOVERNMENTAL, TO HOLD LESSOR LIABLE TO BREACH BY LESSEE, OR LESSEE'S OBLIGATIONS UNDER THE LEASE; OR (B) THE MAINTENANCE, STORAGE, OR OTHER USE OF THE POSSESSION OF THE RCU.

9. MAINTENANCE AND REPAIRS

(A) RESPONSIBILITIES OF LESSOR

- (i) LESSOR WILL UPON NOTIFICATION OF BREAKDOWN WILL TAKE ALL REASONABLE ACTION TO RETURN THE RCU TO OPERATING CONDITION WITHIN A REASONABLE AMOUNT OF TIME. REPAIR(S) AND MAINTENANCE WILL BE PERFORMED AT LESSOR'S REPAIR FACILITY.
- (ii) LESSOR WILL INSPECT THE RCU AND BE RESPONSIBLE FOR MAINTENANCE AND REPAIR FOR NORMAL WEAR AND TEAR OF THE RCU AS TO BE IN GOOD AND SAFE OPERATING CONDITION. LESSOR AGREES TO PERFORM SAID REPAIRS AND MAINTENANCE PROMPTLY AT DOMICILE SITE IN TRAVIS COUNTY, TEXAS.
 - (a) LESSOR WILL FURNISH AND SUPPLY ALL PARTS, OIL, LUBRICANTS AND ALL OTHER OPERATING SUPPLIES AND ACCESSORIES NECESSARY FOR MAINTENANCE AND/OR REPAIR PURSUANT TO NORMAL WEAR AND TEAR FOR THE PROPER, SAFE AND EFFICIENT OPERATION OF THE RCU.

(iii) IF THE RCU IS DEEMED UNREPAIRABLE LESSOR SHALL MAKE EVERY REASONABLE EFFORT TO SECURE AND PROMPTLY DELIVER A SUBSTITUTE RCU TO LESSEE, AND SAID SUBSTITUTE RCU TO BE AS NEARLY AS PRACTICABLE THE SAME SIZE AS THE ORIGINAL RCU. SAID SUBSTITUTE RCU SHALL BE FURNISHED AT NO ADDITIONAL EXPENSE TO LESSEE AND SHALL BE SUBJECT TO ALL TERMS AND CONDITIONS OF THIS LEASE AGREEMENT. IF LESSOR IS UNABLE OR UNWILLING TO SO REPLACE THE RCU, AND SUCH INABILITY OR UNWILLINGNESS SHALL CONTINUE FOR MORE THAN ONE CALENDAR DAY AFTER THE FIRST CALENDAR DAY OF SUCH UNAVAILABILITY OR UNFITNESS, THE RENTAL FOR SUCH UNIT SHALL ABATE DURING THE PERIOD COMMENCING ON THE DAY WHEN SUCH UNAVAILABILITY OR UNFITNESS COMMENCED AND ENDING ON THE DAY WHEN THE FULLY REPAIRED UNIT OR A SUITABLE SUBSTITUTE UNIT IS DELIVERED TO LESSEE.

(B) RESPONSIBILITIES OF LESSEE

(i) LESSEE IS RESPONSIBLE FOR THE FOLLOWING DAILY ROUTINES:
(a) CHECK ENGINE OIL LEVEL DAILY AND ADD AS NECESSARY.

(b) CHECK ENGINE COOLANT LEVEL DAILY AND ADD AS NECESSARY.

(c) FUEL AS NECESSARY.

(ii) LESSEE WILL BE RESPONSIBLE FOR ALL SERVICE CALLS, MECHANICS TIME (INCLUDING OVERTIME) AND ANY OTHER CHARGES FOR REPAIRS DUE TO ABUSE, MISUSE, NEGLIGENCE, REPAIRS NOT DEEMED ORDINARY WEAR AND TEAR. (I.E. OUT OF FUEL, FUEL FILTERS, TIRE REPAIRS, ELECTRICAL PROBLEMS SUPPLYING UNIT, ETC.)

(a) LESSEE SHALL HAVE THE RIGHT TO PERFORM ALL REPAIRS TO THE RCU FOR WHICH LESSEE IS RESPONSIBLE UNDER THE TERMS OF THIS AGREEMENT PROVIDED, HOWEVER, THAT SUCH REPAIRS SHALL BE MADE ONLY WITH THE PRIOR APPROVAL OF LESSOR (WHICH SHALL NOT BE UNREASONABLY WITHHELD) AND SHALL BE COMPLETED TO THE REASONABLE SATISFACTION OF LESSOR.

(b) REPAIRS TO THE RCU WHICH LESSOR HAS AGREED TO PERFORM ON BEHALF OF LESSEE SHALL BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME TO THE REASONABLE SATISFACTION OF LESSEE AND AT A REASONABLE COST TO LESSEE.

(iii) OUTSIDE OF TRAVIS COUNTY, TEXAS, LESSEE WILL BE RESPONSIBLE FOR ANY SERVICE CALLS, MECHANICS TIME (INCLUDING OVERTIME) AND TRAVELING CHARGES FOR ROUTINE MAINTENANCE AND REPAIR TO UNIT AND REFRIGERATION UNIT.

(iii) ALL FUEL/ELECTRICITY REQUIRED TO OPERATE THIS RCU SHALL BE PROVIDED AND PAID FOR BY LESSEE.

(C) LESSOR SHALL HAVE NO OBLIGATION TO, BUT MAY AT LESSEE'S REQUEST, FURNISH A TEMPORARY RCU IF A DISABLED RCU IS OUT OF SERVICE FOR ORDINARY MAINTENANCE AND SERVICE OR IS OUT OF SERVICE BECAUSE OF DAMAGE FOR WHICH LESSEE IS RESPONSIBLE UNDER THIS AGREEMENT. SAID SUBSTITUTE RCU SHALL BE SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

10. FAILURE TO PERFORM

LESSOR SHALL INCUR NO LIABILITY TO LESSEE FOR FAILURE TO SUPPLY ANY RCU, REPAIR ANY DISABLED RCU OR OTHERWISE PERFORM HEREUNDER IF SUCH FAILURE RESULTED FROM AN ACT OF GOD OR FIRE, RIOT, OR ANY GOVERNMENTAL REGULATION OR RESTRICTION, OR ANY OTHER CAUSE BEYOND THE CONTROL OF LESSOR. EXCEPT AS OTHERWISE PROVIDED FOR IN ARTICLE 9 OF THIS AGREEMENT, DURING SUCH PERIOD OF FAILURE, THE APPLICABLE FIXED RENTAL CHARGES SPECIFIED HEREIN SHALL ABATE AND LESSEE SHALL HAVE NO LIABILITY THEREFOR.

11. ACCEPTANCE

THE LEASE SHALL BECOME EFFECTIVE UPON SIGNATURE BY BOTH PARTIES. IF, HOWEVER, THE LESSEE DOES NOT RETURN A SIGNED COPY OF THE LEASE TO LESSOR WITHIN SEVEN DAYS OF RECEIPT, OR DOES NOT GIVE LESSOR WRITTEN NOTICE OF DISAPPROVAL OF THE CONDITIONS HEREIN, AND IF THE LESSEE RETAINS THE RCU IN ITS POSSESSION AFTER SAID SEVEN DAY PERIOD, THEN THE LEASE SHALL HAVE THE SAME FORCE AND EFFECT AS IF IT HAD BEEN SIGNED BY THE LESSEE.

12. JURISDICTION

UNLESS OTHERWISE SPECIFIED HEREIN THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, COUNTY OF TRAVIS, AUSTIN, TEXAS.

13. SERVICE OF PROCESS

PROCESS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING SHALL BE DEEMED DULY SERVED IF SENT BY REGISTERED MAIL TO THE LESSEE AT THE LESSEE'S ADDRESS AS SET FORTH IN THE FIRST PARAGRAPH OF THE LEASE.

14. NOTICES

ANY NOTICE WHICH MAY BE OR IS REQUIRED TO BE GIVEN UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE SENT BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO THE ADDRESS ON PAGE ONE OR OTHERWISE ATTACHED. ALL SUCH NOTICES SHALL BE DEEMED TO HAVE BEEN GIVEN WHEN SUCH NOTICE, PROPERLY ADDRESSED, IS RECEIVED.

15. ASSIGNMENT

LESSOR MAY GRANT A SECURITY INTEREST IN THE LEASE OF THE RCU AND MAY ASSIGN ALL OR ANY PART OF ITS RIGHTS, TITLE OR INTEREST IN THE LEASE, OF THE RCU OR THE LEASE, OR ANY OF ITS RIGHTS OR INTEREST UNDER THE LEASE BY OPERATION OF LAW OR OTHERWISE.

16. INSPECTION

LESSOR RESERVES THE RIGHT TO INSPECT THE RCU AT ANY TIME DURING THE TERM OF THE AGREEMENT, WHEREVER THE RCU MAY BE LOCATED.

17. DEFAULT/BANKRUPTCY/ADJUDICATION. IF LESSEE SHALL BE IN DEFAULT IN ANY OF THE PAYMENTS REQUIRED TO BE MADE AND/OR IN THE PERFORMANCE OF ANY COVENANT OR CONDITION TO BE PERFORMED BY LESSEE HEREUNDER, THIS AGREEMENT MAY BE TERMINATED IMMEDIATELY BY LESSOR WITHOUT FURTHER NOTICE AND, IN SUCH EVENT, LESSEE SHALL SURRENDER THE RCU TO LESSOR IMMEDIATELY UPON LESSOR'S DEMAND. IF LESSEE SHALL NOT IMMEDIATELY SURRENDER THE RCU, LESSOR MAY IMMEDIATELY, WITHOUT DEMAND OR HEARING, WHICH ARE HEREBY EXPRESSLY WAIVED, TAKE POSSESSION OF THE RCU AND ANY ATTACHMENTS AND/OR LADING (AND FOR THIS PURPOSE LESSOR MAY ENTER UPON PREMISES WHERE SAID RCU MAY BE AND REMOVE SAME) WITHOUT INCURRING LIABILITY TO LESSEE, AND WITHOUT PREJUDICE TO ANY OTHER REMEDIES LESSOR MAY HAVE. IN THE EVENT OF SUCH DEFAULT, LESSEE SHALL PROMPTLY PAY LESSOR ALL COST AND EXPENSES INCURRED BY LESSOR IN RECOVERING OR ATTEMPTING TO RECOVER THE RCU AND LESSEE SHALL CONTINUE TO BE LIABLE FOR RENTAL AND OTHER CHARGES ACCRUING DURING THE PERIOD THE RCU IS RETAINED BY LESSOR. THIS AGREEMENT SHALL TERMINATE AUTOMATICALLY WITHOUT NOTICE TO LESSEE IF A PETITION IN BANKRUPTCY IS FILED BY OR AGAINST LESSEE, OR IF LESSEE SHALL HAVE MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, SHALL HAVE BEEN VOLUNTARILY OR INVOLUNTARILY ADJUDICATED A BANKRUPTCY BY ANY COURT OF COMPETENT JURISDICTION, OR IF A PETITION FOR REORGANIZATION OF LESSEE OR FOR AN ARRANGEMENT WITH CREDITORS IS FILED BY, OR AGAINST LESSEE, OR IF A RECEIVER SHALL HAVE BEEN APPOINTED FOR ALL OR FOR A SUBSTANTIAL PART OF LESSEE'S BUSINESS OR IF LESSEE SHALL HAVE PERMITTED OR SUFFERED AN ATTACHMENT, LEVY OR EXECUTION TO BE MADE AGAINST ALL OR A SUBSTANTIAL PART OF THE PROPERTY OF LESSEE OR AGAINST THE RCU. IF THIS AGREEMENT SHALL SO AUTOMATICALLY TERMINATE, LESSOR SHALL BE ENTITLED, IN ADDITION TO ITS AFORESAID RIGHTS REGARDING REPOSSESSION OF THE RCU, TO ALL RENTS AND CHARGES ARISING HEREUNDER BUT REMAINING UNPAID BY LESSEE. SHOULD LESSOR EMPLOY ANY ATTORNEY IN ANY COURT PROCEEDING TO ENFORCE ANY OF ITS RIGHTS UNDER THIS AGREEMENT, LESSEE SHALL PAY LESSOR ALL REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH PROCEEDING.

18. MISCELLANEOUS

THE RCU IS LEASED, AND THE LESSEE ACCEPTS THE RCU, "AS IS" AND "WITH ALL FAULTS", AND LESSOR WARRANTS ONLY THAT IT CORRESPONDS WITH THE DESCRIPTION SET OUT IN THE LEASE (OR IN ANY FURTHER SUCH AGREEMENT WHICH MAY HEREAFTER ADOPT THESE CONDITIONS), AND THAT THE LESSEE SHALL HAVE QUIET POSSESSION AS AGAINST ANY PERSON CLAIMING UNDER OR THROUGH LESSOR; AND, SAVE AS AFORESAID, THAT LESSOR MAKES AND ASSUMES NO GUARANTY OR WARRANTY WHATSOEVER OF ANY KIND PERTAINING TO THE RCU OR ANY ITEM THEREOF, AND ALL CONDITIONS AND WARRANTIES IN RELATION HERETO, WHETHER EXPRESS OR IMPLIED, WHETHER STATUTORY, COLLATERAL HERETO OR OTHERWISE, WHETHER IN RELATION TO THE FITNESS OF THE RCU, OR ANY TIME HEREOF FOR ANY PARTICULAR PURPOSE, OR TO COMPLIANCE WITH ANY CONVENTION, STATUTE, REGULATION ORDER OR OTHER PROVISIONS OF LAW OR STANDARD, OR WHETHER IN RELATION TO MERCHANTABILITY OR AS TO DESCRIPTION, STATE, QUALITY, OR CONDITION OF THE RCU, OR ANY ITEM THEREOF AT DELIVERY OR AT ANY OTHER TIME ARE HEREBY EXCLUDED AND EXTINGUISHED.

19. ENTIRE AGREEMENT

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AND LESSEE SHALL NOT ASSIGN THIS AGREEMENT OR ANY INTEREST THEREIN WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF LESSOR. THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE, SUPERSEDING ANY PRIOR OR OTHER WRITTEN OR ORAL REPRESENTATIONS, AGREEMENTS, OR UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY FUTURE REPRESENTATIONS, AGREEMENTS, UNDERSTANDINGS OR WAIVERS MUST BE REFLECTED IN A WRITING SIGNED BY BOTH PARTIES. LESSOR'S FAILURE TO STRICTLY ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER THEREOF OR AS EXCUSING THE LESSEE FROM FUTURE PERFORMANCE. IF ANY PROVISION OF THIS AGREEMENT IS INVALID UNDER ANY LAWS OF ANY STATE WHERE USED, SUCH PROVISION SHALL BE DEEMED NOT TO BE A PART OF THIS AGREEMENT IN SUCH STATE, BUT SHALL NOT INVALIDATE ANY OTHER PROVISION HEREOF.

THERMAL TREK INC.

1806 Hydro Dr
 MAIL: PO BOX 82045
 AUSTIN, TX 78708-2045

Invoice

Date	Invoice #
4/7/2020	20-128

Bill To
WILLAMSON COUNTY EMERGENCY OPERATIONS 100 WILCO WAY SUITE P101 GEORGETOWN, TX 78626

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		4/7/2020			
Quantity	Item Code	Description	U/M	Price Each	Amount	
1	RCU-54-4069	460 VOLT 3 PHASE SWING DOOR CARRIER/SERIAL # NSD60364069 MODEL# 69NT40-561-006 PARTS# NT2031 PS 18-45	MO	1,359.00	1,359.00	
1	EXTENSION CO...	ELECTRICAL CORDS PS 18-46		50.00	50.00	
1	Prep Charge	SANITIZE AND CLEAN BEFORE DELIVERY. CUSTOMER IS REQUIRED TO PERFORM MEDICAL CLEAN UP PROCEDURE AT THE END OF THE RENTAL PERIOD BEFORE THE REFRIGERATED CONTAINER IS RETURNED.		100.00	100.00	
2	DELIVERY CH...	DELIVERY CHARGE: DELIVER UNIT TO 8160 CHANDLER ROAD HUTTO, TX 78634 ON APRIL 7, 2020 AND RETURN TO 1806 HYDRO DRIVE AUSTIN TX ON MAY 4, 2020 UNLESS EXTENDED RENTAL IS FROM APRIL 7, 2020 TO MAY 4, 2020 UNLESS EXTENDED CONTACT PERSON IS BLAKE SKILES AT 512-943-1478 OR KYLE MCKNIGHT AT 512-688-0526 AT THE DELIVER SITE UNIT WILL BE LOCATED AT 8160 CHANDLER ROAD HUTTO, TX 78634		425.00	850.00	
1	NOTES	CUSTOMER HAS BEEN ADVISED THAT UNIT WILL NEED 460 VOLT 3 PHASE 40 AMP DEDICATED ELECTRIC CIRCUIT.		0.00	0.00	
1	NOTES	THERMAL TREK IS NOT RESPONSIBLE FOR ANY PRODUCT PLACED IN THE UNIT AT ANY TIME AND UNDER ANY CIRCUMSTANCE		0.00	0.00	
1	NOTES	NOTHING IS TO BE TAPED ON THE OUTSIDE OR INSIDE OF THE UNIT AT ANY TIME		0.00	0.00	
1	NOTES	UNIT WILL BE USED AT APPROXIMATELY 37 DEGREES F		0.00	0.00	
				Total		

THERMAL TREK INC.

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 MAIL: PO BOX 82045
 AUSTIN, TX 78708-2045

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WILLAMSON COUNTY EMERGENCY OPERATIONS 100 WILCO WAY SUITE P101 GEORGETOWN, TX 78626

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		4/7/2020			
Quantity	Item Code	Description	U/M	Price Each	Amount	
1	NOTES	THE CUSTOMER IS RESPONSIBLE FOR ANY PHYSICAL DAMAGE TO THE REFRIGERATED CONTAINER DURING THE RENTAL INCLUDING ELECTRICAL DAMAGE IF THE CUSTOMER DOES NOT PROVIDE THE PROPER ELECTRICAL SUPPLY AT ALL TIMES.		0.00	0.00	
1	NOTES	FOR SERVICE PLEASE CALL 512-836-8000 24-7		0.00	0.00	
1	NOTES	THANK YOU FOR YOUR BUSINESS.		0.00	0.00	
Blake Skiles					Total	\$2,359.00

DO NOT TAPE ANYTHING TO BOX

DO NOT TAPE ANYTHING TO BOX

THERMAL TREK, INC
1806 HYDRO DRIVE
AUSTIN, TEXAS 78728
512-385-9243
Service 512-836-8000

Thermal Trek, Inc. Lease Agreement No 20-129, made on 4/7/2020, between Thermal Trek, Inc. (Hereinafter referred to as "Lessor"), and WILLIAMSON COUNTY EMERGENCY OPERATIONS, (thereinafter referred to as Lessee):

Address: 100 WILCO WAY SUITE P101
City/State/Zip: GEORGETOWN, TEXAS 78626
Billing Address: 100 WILCO WAY SUITE P101
City/State/Zip: GEORGETOWN, TEXAS 78626
Phone: 512-943-1478
Contact Person: BLAKE SKILES

The Lessee agrees to Refrigerated Conex Unit(electric operation), (electric operation w/gasoline generator) or (diesel engine) hereinafter referred to as "RCU":

Note: Different lease/rental rates apply as to the different methods of operation for which the RCU is used.

RCU 56-4191, Year: N/A, Make: N/A, Serial No: N/A, License No. N/A State, TX. Refrigeration Unit Serial No. N/A, Model No. N/A; from Lessor and Lessor agrees to lease to the Lessee the above identified RCU.

WHEREAS, LESSOR is in the business of leasing RCUs and hereby represents that it is the owner of, or otherwise has lawful authority to lease, the RCU described above and in the Schedule(s) attached hereto; and

WHEREAS, LESSOR desires to lease said RCU to Lessee for the amounts and upon the terms and conditions hereinafter set forth; and

WHEREAS, LESSEE desires to lease said RCU solely for the purpose of mobile storage from LESSOR for the amounts and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the amounts to be paid and the covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereto covenant and agree as follows:

- I. DURATION OF LEASE. This Lease shall remain in effect from 4/7/2020 until 5/4/2020, as limited by Paragraph X hereof. Any amendments hereto shall be effective as of the date of Lessor's notice to the Lessee.

II. USE. Lessee agrees to the following:

- A. Lessee will use the RCU unit in the ordinary course of its business.
- B. Lessee agrees not to overload the RCU beyond the manufacturer's recommended gross weight allowance and to pay for any and all damages resulting from loading in excess of such weight allowance.
- C. Lessee agrees to make reasonable efforts to ensure that each RCU is operated with due care and diligence so as to prevent loss and/or damage and injury of any kind or nature whatsoever.
- D. Lessee agrees to notify Lessor of improper performance or mechanical failure of the RCU as soon as such information comes known to Lessee.
- E. Lessee agrees not to knowingly permit or cause any person other than Lessor or persons authorized by Lessor to make any repairs or adjustments to the RCU leased hereunder provided, however, Lessee or its authorized representatives may authorize, limited to \$250.00 per occurrence, such minor emergency repairs or adjustments as may be reasonably necessary for the safe and efficient operation of said RCU when it is not practical in Lessee's opinion to secure Lessor's prior authorization.
- F. Lessee agrees to take reasonable precautions to protect the RCU from theft, perils and all other hazards while under Lessee's care, custody and control.
- G. Lessee agrees to reimburse lessor in full for damages caused by negligence, abuse, misuse, or willful destruction of RCU by lessee, its agents, servants or employees.
- H. Lessee agrees to make RCU reasonably available to lessor for inspections, repairs and maintenance.

III. Insurance. Lessee will, at all times, during the term of this Lease, at its own expense, carry and maintain or cause to be carried and maintained:

- A. Primary automobile and general liability insurance as required by Texas law in the minimum amount of five hundred thousand dollars (\$500,000) per occurrence, pursuant to conditions set forth in Paragraph II(A) (B) (C) ,
- B. Property damage insurance against all risk of physical loss or damage to the RCU in an amount at least equal to the replacement cost set forth in the Lease; and,
- C. Lessee will provide cargo insurance against all risk of physical loss or damage to the contents stored in the RCU, including consequential damage, in an amount at least equal to the replacement cost of such contents.

Lessee represents, warrants and covenants that Lessee will perform all actions required to maintain policies evidencing such insurance. In the case of both the casualty and public liability coverage, Lessee shall deliver to Lessor either certificates of insurance or such other evidence of insurance

as Lessor may reasonably require.

LESSOR SHALL NOT BE LIABLE FOR, AND LESSEE WAIVES ALL CLAIMS AGAINST LESSOR IN RESPECT OF ANY LOSS, THEFT, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DESTRUCTION OF OR TO ANY CARGO OR OTHER PROPERTY LEFT BY LESSEE OR ANY OTHER PERSON IN OR UPON THE RCU AT ANY TIME OR PLACE.

- IV. DELIVERY. Lessee shall pick up and deliver, or arrange for the pickup and delivery of, the RCU to the Lessee's site. Lessee shall provide proof of liability and property damage insurance as specified in Item III (A) and (B) prior to the RCU being released to Lessee or Lessee's agent. Lessor will be notified of the respective arrangements in order to release the RCU to the Lessee or Lessee's agent. Upon Lessee's request and pursuant to Lessee providing proof of liability and property damage insurance coverage, Lessor will arrange delivery, and will bill Lessee delivery charges.

Party to arrange:

Delivery By: Thermal Trek

Delivery Address: 8160 CHANDLER ROAD HUTTO, TEXAS 78634

Delivery Charge: \$425.00

The Lessee accepts delivery of the RCU when the RCU is picked up by Lessee or Lessee's agent at Lessor's location or other Lessor designated site.

- V. RETURN. The Lessee shall return or arrange for the return delivery of the RCU to the Lessor's location in accordance with the terms of the Lease. At the end of the Lease period, the Lessee or Lessee's agent shall give Lessor at least N/A (one day if not indicated) day(s) notice of its intent to return the RCU in order for Lessor to receive the RCU from the Lessee or Lessee's agent. Upon Lessee's request, Lessor will arrange return delivery and will bill Lessee those respective charges.

Party to arrange:

Return Delivery By: Thermal Trek

Return Delivery Address: 1806 HYDRO DR. AUSTIN TX 78728

Return Delivery Charge: \$425.00

- VI. BILLING PERIOD. Each monthly billing period will be from the first day of each month until the last day of each month, except for the first month of the Lease term, which will be from the date the RCU is delivered until the last day of that month.

- VII. RENT. The Lessee shall pay \$2,359.00 Per MINIMUM RENTAL PERIOD. Rent and other charges shall be due in advance of rental period. Payment of each invoice issued to Lessee is due within N/A days seven [7] days if not specified otherwise herein) of the invoice date. If any rent payment or other amount due to Lessor under the Lease shall not have been received by Lessor by the date such payment was due, Lessor shall have the right to charge Lessee interest of 2% of the unpaid balance, compounded per month, for each month or part thereof that the payment remains outstanding.

- A. If the RCU is delivered prior to the first day of the month the rent will be prorated from the date of delivery until the last day of the delivery month, and such prorated first month rental shall be payable upon delivery of the RCU to Lessor.

- B. If the RCU is returned prior to the 15th day of any month, Lessee will make rent payments to Lessor on a pro rata basis. If the RCU is returned after the 15th of any month, Lessee shall pay a full month's rent payment.

If the RCU is not returned to Lessor in accordance with the terms hereof within (5) days after termination of the Lease, Lessor may without notice charge any higher daily rental rate it may choose, and with 30 days notice, following termination in accordance with Paragraph X hereof, charge Lessee the replacement value per RCU.

VIII. DEPOSIT AND OTHER CHARGES. Lessee shall deposit with Lessor or Lessor's agent a security deposit (the "security deposit") in the amount of \$500.00 to secure Lessee's performance pursuant to the terms of this Lease. The security deposit less any deductions made, if any, in accordance with the terms of this Lease, shall be returned to Lessee without interest, within three weeks of the termination hereof. If Lessee returns the RCU to Lessor or Lessor's agent in a damaged or altered condition (normal wear accepted), the full cost of these repairs shall be borne by the Lessee.

- A. A minimum nonrefundable cleaning charge of \$100.00 shall be paid by Lessee prior to delivery of the RCU by Lessor to Lessee. Cleaning charges in excess of this minimum shall be first deducted from the security deposit then excess will be billed to the lessor.
- B. In the event Lessee needs assistance in setting up the RCU for operation, a minimum labor set-up charge of \$75.00 will be paid by Lessee to Lessor (in advance). Any additional charges for labor or parts (e.g. electrical hook-up, additional extension cords, rail road ties, blocking, etc.) needed by lessee to set up unit for operation, will be invoiced to the lessee. In the event that Lessee or Lessee agent sets up and/or installs RCU incorrectly to electrical service or creates other installation problems that requires Lessor to come to Lessee premises to perform corrective action or complete setup installation, a \$75.00 minimum service call plus time and materials will be billed to Lessee for immediate payment. If payment for time and material has not been paid by lease termination date, it will be deducted from security deposit.
- C. Lessee will be responsible for all fuel/electricity used by the RCU. Lessor will deliver RCU full of fuel to Lessee. When lessee is finished with the RCU, it will be returned full of fuel. If RCU is not returned full of fuel, Lessee will reimburse Lessor for those costs.

IX. PLACEMENT. During the term hereof, the RCU shall be domiciled by Lessee solely at 8160 CHANDLER ROAD HUTTO, TEXAS 78634 unless another address other than stated on page one.

X. TERMINATION. Lessor shall have the right to terminate this Lease without cause upon 10 days written notice to the Lessee. Lessor may terminate this Lease upon written notice to Lessee with immediate effect if Lessee fails to comply with any covenant or condition to be performed by the Lessee. Lessor may terminate this Lease upon written notice to Lessee with immediate effect if Lessee does not pay when due any rent or other charges due hereunder. If Lessee fails to comply with any condition or covenant of this lease and/or fails to make such payments when due, Lessee waives any rights to

advance notice or hearing prior to Lessor's exercise of any remedies available to it, with or without judicial process or notice, including without limitation, Lessor's entry onto the location or upon any premises in which the RCU may be kept, replevin, injunction, summary judgement, self-help, repossession, and any other remedy or action or proceeding designed to obtain possession of or to protect the RCU(s).

XI. ENCUMBRANCES. Lessee agrees not to pledge, sell, mortgage, or attempt in any other manner to encumber any RCU leased hereunder or to allow any liens or legal process to be incurred or levied thereon.

XII. ATTACHMENTS. Thermal Trek, Inc. Lease Terms, Rates/Charges specifications R-1 and Equipment Interchange Receipt attached to this Lease are incorporated into this Lease and form an integral part hereof.

LESSEE ACKNOWLEDGES AND AGREES BY HIS SIGNATURE HEREON THAT LESSEE HAS READ, ACCEPTS, AND AGREES TO COMPLY IN FULL WITH, THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS AGREEMENT.

For: WILLIAMSON COUNTY EMERGENCY
OPERATIONS

Print: Blake Skiles

Sign: Judge Bill Gravell Jr.

Date: Apr 7, 2020

Lease No. 20-129 RCU 56-4191

For: Thermal Trek, Inc

Wayne Francis

DocuSigned by:

Wayne Francis

4/6/2020 4:49:00 PM 303A4490...

All trailers are for STORAGE ONLY. Lessee is responsible for any and all damage, repairs or maintenance if used in the transportation of product.

THERMAL TREK, INC
LEASE TERMS AND CONDITIONS

1. DELIVERY OF RCU

- (A) LESSOR SHALL USE ALL REASONABLE EFFORTS TO MAKE THE RCU AVAILABLE FOR PICKUP AND DELIVERY AS REQUIRED UNDER THE TERMS OF THE LEASE.
- (B) UPON DELIVERY/RECEIPT OF THE RCU, THE LESSEE OR THE LESSEE'S AGENT SHALL SIGN AND PROMPTLY RETURN TO LESSOR LESSOR'S EQUIPMENT INTERCHANGE RECEIPT. IF IN ACCORDANCE WITH PARAGRAPH IV OR V OF THIS LEASE THE DRIVER OF THE VEHICLE IS INSTRUCTED BY THE LESSEE TO COLLECT THE RCU FOR THE PURPOSE OF THIS SUB-PARAGRAPH, THE DRIVER OF THE VEHICLE SHALL BE DEEMED TO BE THE LESSEE'S AGENT.
- (C) THE LESSEE OR ITS AGENT'S EXECUTION OF AN EQUIPMENT INTERCHANGE RECEIPT SHALL CONSTITUTE CONCLUSIVE EVIDENCE THAT LESSEE HAS INSPECTED THE RCU AND FOUND IT (EXCEPT AS NOTED IN THE RECEIPT) TO BE COMPLETE, IN GOOD WORKING ORDER AND CONDITION AND IN COMPLIANCE WITH THE LEASE. THE FAILURE BY THE LESSEE OR ITS AGENTS TO NOTE ANY DAMAGE, DEFECT OR DETERIORATION TO THE RCU SHALL NOT RELIEVE THE LESSEE OF ANY OBLIGATION OR LIABILITY UNDER THE LEASE, INCLUDING LIABILITY FOR ANY REPAIRS TO THE RCU OR FOR DAMAGE OR LOSS TO THE RCU OR TO THE PERSONS OR PROPERTY OF OTHERS.

2. SECURITY DEPOSIT

- (A) THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, MAY BE APPLIED TO ANY AND ALL UNPAID OR ACCRUED CHARGES IN ACCORDANCE WITH THIS LEASE, INCLUDING BUT NOT LIMITED TO DELIVERY, RENTAL, CLEAN-UP, AND REPAIRS PERFORMED ON BEHALF OF LESSEE.
- (B) IF THE RCU HAS BEEN RETURNED TO LESSOR IN A DAMAGED, ALTERED OR DESTROYED CONDITION OR HAS BEEN LOST OR STOLEN, LESSOR MAY APPLY THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, TOWARD SUCH LOSS UNTIL SUCH TIME AS FULL SETTLEMENT HAS BEEN PAID TO LESSOR.
- (C) IF THE RCU HAS BEEN INVOLVED IN A COLLISION OR ACCIDENT, LESSOR MAY APPLY THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, TOWARD THE SETTLEMENT OF ANY AND ALL CLAIMS OR LIABILITY OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM SUCH LOSS UNTIL SUCH TIME AS FULL SETTLEMENT IS PAID REGARDING SUCH COLLISION OR ACCIDENT.

3. RETURN

- (A) AT THE TIME OF THE RETURN OF THE RCU THE LESSEE OR THE LESSEE'S AGENT SHALL SIGN LESSOR'S EQUIPMENT INTERCHANGE RECEIPT UPON DELIVERY OF THE RCU TO LESSOR OR LESSOR'S AGENT. IF IN ACCORDANCE WITH PARAGRAPH IV OR V OF THIS LEASE, THE DRIVER OF THE VEHICLE IS INSTRUCTED BY THE LESSEE TO RETURN THE RCU SUCH DRIVER SHALL BE DEEMED TO BE THE LESSEE'S AGENT.
- (B) AT TIME OF RETURN OF THE RCU THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:
 - (i) THE EXECUTION OF LESSOR'S EQUIPMENT INTERCHANGE RECEIPT SHALL EVIDENCE THE CONDITION OF THE RCU AT THE TIME OF ITS RETURN.
 - (ii) IF THE RCU IS RETURNED TO LESSOR IN A DAMAGED OR ALTERED CONDITION, NORMAL WEAR ACCEPTED, THE COST OF THE DAMAGES ASSESSED IN ACCORDANCE WITH AN ESTIMATE PREPARED BY THE REPAIRER APPOINTED BY LESSOR SHALL BE BORNE BY THE LESSEE.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS (A) THE RCU IS RESTORED TO ITS ORIGINAL LEASABLE CONDITION AND (B) RETURN DELIVERY HAS BEEN MADE TO LESSOR.
 - (iii) LESSOR OR LESSOR'S AGENT SHALL IN ITS SOLE DISCRETION DETERMINE WHETHER IT IS FEASIBLE TO REPAIR A DAMAGED OR ALTERED RCU. IF THE RCU IS DAMAGED OR ALTERED TO SUCH EXTENT THAT LESSOR DETERMINES IT IS NOT FEASIBLE TO REPAIR AND THEREFORE DEEMS SUCH RCU TO BE DESTROYED, LESSEE SHALL FORTHWITH MAKE FULL SETTLEMENT OF SUCH LOSS BY PAYING LESSOR THE REPLACEMENT VALUE OF THE RCU, AS SET FORTH IN THE LEASE, WITHIN TEN (10) BUSINESS DAYS OF SUCH LOSS.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS FULL SETTLEMENT IS MADE TO LESSOR.
 - (iv) IF THE RCU IS LOST OR STOLEN, LESSEE SHALL FORTHWITH MAKE FULL SETTLEMENT OF SUCH LOSS BY SUBMITTING TO LESSOR PROOF OF LOSS SATISFACTORY TO LESSOR AND BY PAYING LESSOR THE REPLACEMENT VALUE OF THE RCU, AS SET FORTH IN THE LEASE, WITHIN TEN (10) BUSINESS DAYS OF SUCH LOSS.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS FULL SETTLEMENT IS MADE TO LESSOR.

4. COMPLIANCE WITH LAWS

LESSEE SHALL COMPLY AT ITS OWN EXPENSE WITH ALL LAWS, REGULATIONS AND RULES OF FEDERAL, STATE AND LOCAL GOVERNMENTS AND AGENCIES WHICH AFFECT THE LEASE OF THE RCU.

5. TAXES/PERMITS/LICENSES/REGISTRATIONS

LESSEE AGREES TO PAY ANY AND ALL TOLL CHARGES FOR TRANSPORTING THE RCU TO THE LESSEE LOCATION, INCLUDING THOSE FOR HIGHWAYS, BRIDGES, AND FERRIES. LESSOR SHALL AT ITS SOLE COST AND EXPENSE PAY FOR AND, IF

NECESSARY, PROCURE THE FOLLOWING: (A) RCU LICENSE PLATES FOR THE STATE(S) AND AT THE APPLICABLE WEIGHT(S); (B) STATE SALES TAXES APPLICABLE TO THE PURCHASE OF THE RCU LEASED HEREUNDER; (C) FEDERAL EXCISE TAXES AND (D) FEDERAL HIGHWAY VEHICLE USE TAXES. ANY AND ALL OTHER LICENSES, PERMITS OR REGISTRATIONS OF ANY SORT OR NATURE WHATSOEVER REQUIRED FOR THE LAWFUL OPERATION OF THE RCU LEASED HEREUNDER SHALL BE PROCURED BY LESSOR AT LESSEE'S SOLE COST AND EXPENSE PROVIDED THAT LESSEE'S PRIOR AUTHORIZATION AND APPROVAL FOR SUCH EXPENDITURE(S) HAS FIRST BEEN OBTAINED.

IT IS FURTHER AGREED AND UNDERSTOOD THAT ANY AND ALL PRE-EXISTING LICENSES, PERMITS OR REGISTRATIONS OF ANY SORT OR NATURE WHATSOEVER APPLICABLE TO OR APPLYING ON THE RCU AT THE TIME IT IS LEASED TO LESSEE UNDER THIS AGREEMENT SHALL INURE TO THE BENEFIT OF LESSEE WITHOUT THE PAYMENT OF ANY ADDITIONAL CHARGES BY LESSEE, WHETHER PROVIDED FOR IN THIS ARTICLE OR OTHERWISE.

LESSEE SHALL BE LIABLE FOR ALL USER TAXES, INCLUDING BUT NOT LIMITED TO TEXAS LIMITED SALES TAX, APPLICABLE TO THE LEASE OF THE RCU. LESSEE SHALL BE LIABLE FOR ALL CHARGES, FINES AND PENALTIES INCURRED WHILE THE RCU IS IN LESSEE'S POSSESSION.

6. PHYSICAL DAMAGE INSURANCE AND EXCLUSIONS.

LESSEE IS REQUIRED TO PROVIDE PHYSICAL DAMAGE INSURANCE UNDER THIS AGREEMENT. SAID COVERAGE SHALL BE MAINTAINED THROUGH A COLLISION AND COMPREHENSIVE PHYSICAL DAMAGE INSURANCE POLICY WRITTEN IN STANDARD FORM BY A REPUTABLE INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN ALL OF THE STATES IN WHICH THE RCU WILL BE USED OR OPERATED. LESSEE SHALL REMAIN OBLIGATED TO PAY OR REIMBURSE LESSOR FOR THE FULL AMOUNT OF ANY AND ALL (A) DEDUCTIBLE AMOUNTS, (B) DAMAGE AND DESTRUCTION TO, AND LOSS AND LOSS OF USE OF, THE RCU RESULTING FROM (I) USE OR OPERATION OF THE RCU IN VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, (II) USE OR OPERATION BY LESSEE, ITS EMPLOYEES, DRIVERS AND/OR AGENTS OF ANY VEHICLE OR EQUIPMENT NOT LEASED HEREUNDER (III) USE OR OPERATION OF THE VEHICLE OR RCU BY ANY DRIVER, EMPLOYEE AND/OR AGENT AFTER RECEIPT BY LESSEE OF A WRITTEN COMPLAINT FROM LESSOR SPECIFYING GROUNDS FOR REMOVAL OF SUCH DRIVER, EMPLOYEE OR AGENT FROM THE VEHICLE OR RCU, (IV) WILLFUL ACTS OR OMISSIONS OR ABUSIVE HANDLING OR RECKLESSNESS BY LESSEE, ITS DRIVERS, AGENTS OR EMPLOYEES, (V) FIRE, THEFT, UPSET, EXPLOSION, RIOTS, VANDALISM OR ACTS OF GOD, (VI) FAILURE TO SECURELY BRAKE, BLOCK OR LOCK THE RCU OR PROPERLY SECURE THE CARGO, (VII) COLLISION WITH ANY OVERHEAD OBJECTS, AND/OR (VIII) ANY DEFECT OR MALFUNCTION IN ANY RCU OR EQUIPMENT NOT BEING LEASED HEREUNDER IF ATTACHED TO (OR IN THE COURSE OF BEING ATTACHED TO OR UNCOUPLED FROM) THE RCU. THE ASSUMPTION OF RISK OF LOSS AND DAMAGE MADE BY LESSEE UNDER THIS SECTION IS MADE WITHOUT REGARD TO FAULT BY LESSEE AND IS ENFORCEABLE IRRESPECTIVE OF SUCH FAULT.

7. INSURANCE REQUIRED BY STATUTE OR REGULATION. LESSEE IS REQUIRED BY LESSOR TO PROVIDE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ON THE RCU; HOWEVER, IF LESSOR IS NONETHELESS REQUIRED BY STATUTE, ORDINANCE OR REGULATION TO EXTEND INSURANCE COVERAGE TO THE LESSEE, SUCH INSURANCE COVERAGE SHALL BE LIMITED TO THE STATUTORY FINANCIAL RESPONSIBILITY MINIMUM AND SHALL BE EXCESS INSURANCE, AND LESSEE AGREES TO REIMBURSE LESSOR FOR AND HOLD LESSOR HARMLESS FROM, ANY AND ALL COST, EXPENSES, CLAIMS, CAUSES OF ACTION AND REASONABLE ATTORNEY'S FEES WHICH LESSOR SUSTAINS OR IS REQUIRED TO PAY AS A RESULT OF ANY REQUIREMENT OR REQUIREMENTS.

8. GENERAL CONDITIONS

TITLE TO THE RCU SHALL REMAIN AT ALL TIMES WITH LESSOR. THE LEASE IS INTENDED TO BE A TRUE LEASE AND NOT AS SECURITY FOR THE PAYMENT OR PERFORMANCE OF LESSEE'S OBLIGATIONS. IF LESSEE OBSERVES ALL OF THE TERMS AND CONDITIONS OF THE LEASE, IT SHALL HAVE QUIET POSSESSION OF THE RCU AND AS AGAINST ANY PERSON CLAIMING UNDER OR THROUGH LESSOR. LESSOR SHALL HAVE NO OTHER RESPONSIBILITY WHATSOEVER FOR, OR IN CONNECTION WITH, ANY RCU AFTER ACCEPTANCE OF THE DELIVERY BY LESSEE UNTIL THE ACTUAL RETURN THEREOF TO LESSOR. WITHOUT LIMITATION UPON THE FOREGOING, LESSEE HEREBY ASSUMES RESPONSIBILITY AND LIABILITY FOR, AND LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR, AND ALL LOSS, DAMAGE AND INJURY (INCLUDING PERSONAL INJURY OR DEATH, PROPERTY DAMAGE AND DAMAGE TO PROPERTY IN THE RCU, INCLUDING CONSEQUENTIAL DAMAGE, AND ALL INSURANCE CLAIMS INCLUDING PARTICULAR AND GENERAL AVERAGE) TO ALL PERSONS AND PROPERTY ARISING OUT OF THE OPERATION, MAINTENANCE, STORAGE OR OTHER USE OF THE POSSESSION OR OWNERSHIP OF ANY RCU. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S AGENTS ALL CLAIMS FOR LOSS OR DAMAGE TO ANY PROPERTY OF LESSEE OR ANY OTHER PERSON'S PROPERTY LEFT IN, OR ABOUT THE RCU, EITHER BEFORE OR AFTER ITS RETURN TO LESSOR OR ON THE LESSOR'S PREMISES, WITHOUT REGARD TO ANY NEGLIGENCE BY LESSOR OR ANY OF ITS AGENTS OR EMPLOYEES. LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COST, AND EXPENSES ARISING OUT OF THE USE OR POSSESSION OF THE RCU INCLUDING BUT NOT LIMITED TO ANY AND ALL FINES, PENALTIES, AND FORFEITURES IMPOSED UNDER ANY FEDERAL, STATE, MUNICIPAL, OR OTHER STATUTE, LAW, ORDINANCE, RULE, REGULATION, OR INSURANCE POLICY PROVISION, AND TO THE EXTENT NOT COVERED BY INSURANCE, ANY CLAIMS OF, OR LIABILITIES TO THIRD PERSONS ARISING OUT OF THE ABANDONMENT, CONVERSION, SECRETION, CONCEALMENT OR UNAUTHORIZED SALE OF THE RCU BY LESSEE OR ITS DRIVERS, AGENTS OR EMPLOYEES, FOR THE CONFISCATION OF THE RCU BY ANY GOVERNMENTAL AUTHORITY FOR ILLEGAL OR IMPROPER USE OF THE RCU. ADDITIONALLY, LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FOR ALL LOSS, LIABILITY AND EXPENSE IN EXCESS OF THE LIMITS OF LIABILITY PROVIDED FOR HEREIN AS A RESULT OF BODILY INJURY, DEATH, DAMAGE OR PROPERTY DAMAGE ARISING OUT OF THE USE OR OPERATION OF RCU. FURTHER, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S AGENTS FROM ALL LIABILITIES, DAMAGE, LOSSES, CLAIMS, INTEREST, PENALTIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR INCIDENT TO (A) ANY FAILURE BY LESSEE TO COMPLY WITH THE TERMS OF THE LEASE OR ANY ATTEMPT BY ANY PARTY, WHETHER PRIVATE OR GOVERNMENTAL, TO HOLD LESSOR LIABLE TO BREACH BY LESSEE, OR LESSEE'S OBLIGATIONS UNDER THE LEASE; OR (B) THE MAINTENANCE, STORAGE, OR OTHER USE OF THE POSSESSION OF THE RCU.

9. MAINTENANCE AND REPAIRS

(A) RESPONSIBILITIES OF LESSOR

- (i) LESSOR WILL UPON NOTIFICATION OF BREAKDOWN WILL TAKE ALL REASONABLE ACTION TO RETURN THE RCU TO OPERATING CONDITION WITHIN A REASONABLE AMOUNT OF TIME. REPAIR(S) AND MAINTENANCE WILL BE PERFORMED AT LESSOR'S REPAIR FACILITY.
- (ii) LESSOR WILL INSPECT THE RCU AND BE RESPONSIBLE FOR MAINTENANCE AND REPAIR FOR NORMAL WEAR AND TEAR OF THE RCU AS TO BE IN GOOD AND SAFE OPERATING CONDITION. LESSOR AGREES TO PERFORM SAID REPAIRS AND MAINTENANCE PROMPTLY AT DOMICILE SITE IN TRAVIS COUNTY, TEXAS.
 - (a) LESSOR WILL FURNISH AND SUPPLY ALL PARTS, OIL, LUBRICANTS AND ALL OTHER OPERATING SUPPLIES AND ACCESSORIES NECESSARY FOR MAINTENANCE AND/OR REPAIR PURSUANT TO NORMAL WEAR AND TEAR FOR THE PROPER, SAFE AND EFFICIENT OPERATION OF THE RCU.

(iii) IF THE RCU IS DEEMED UNREPAIRABLE LESSOR SHALL MAKE EVERY REASONABLE EFFORT TO SECURE AND PROMPTLY DELIVER A SUBSTITUTE RCU TO LESSEE, AND SAID SUBSTITUTE RCU TO BE AS NEARLY AS PRACTICABLE THE SAME SIZE AS THE ORIGINAL RCU. SAID SUBSTITUTE RCU SHALL BE FURNISHED AT NO ADDITIONAL EXPENSE TO LESSEE AND SHALL BE SUBJECT TO ALL TERMS AND CONDITIONS OF THIS LEASE AGREEMENT. IF LESSOR IS UNABLE OR UNWILLING TO SO REPLACE THE RCU, AND SUCH INABILITY OR UNWILLINGNESS SHALL CONTINUE FOR MORE THAN ONE CALENDAR DAY AFTER THE FIRST CALENDAR DAY OF SUCH UNAVAILABILITY OR UNFITNESS, THE RENTAL FOR SUCH UNIT SHALL ABATE DURING THE PERIOD COMMENCING ON THE DAY WHEN SUCH UNAVAILABILITY OR UNFITNESS COMMENCED AND ENDING ON THE DAY WHEN THE FULLY REPAIRED UNIT OR A SUITABLE SUBSTITUTE UNIT IS DELIVERED TO LESSEE.

(B) RESPONSIBILITIES OF LESSEE

(i) LESSEE IS RESPONSIBLE FOR THE FOLLOWING DAILY ROUTINES:
(a) CHECK ENGINE OIL LEVEL DAILY AND ADD AS NECESSARY.

(b) CHECK ENGINE COOLANT LEVEL DAILY AND ADD AS NECESSARY.

(c) FUEL AS NECESSARY.

(ii) LESSEE WILL BE RESPONSIBLE FOR ALL SERVICE CALLS, MECHANICS TIME (INCLUDING OVERTIME) AND ANY OTHER CHARGES FOR REPAIRS DUE TO ABUSE, MISUSE, NEGLECT, REPAIRS NOT DEEMED ORDINARY WEAR AND TEAR. (I.E. OUT OF FUEL, FUEL FILTERS, TIRE REPAIRS, ELECTRICAL PROBLEMS SUPPLYING UNIT, ETC.)

(a) LESSEE SHALL HAVE THE RIGHT TO PERFORM ALL REPAIRS TO THE RCU FOR WHICH LESSEE IS RESPONSIBLE UNDER THE TERMS OF THIS AGREEMENT PROVIDED, HOWEVER, THAT SUCH REPAIRS SHALL BE MADE ONLY WITH THE PRIOR APPROVAL OF LESSOR (WHICH SHALL NOT BE UNREASONABLY WITHHELD) AND SHALL BE COMPLETED TO THE REASONABLE SATISFACTION OF LESSOR.

(b) REPAIRS TO THE RCU WHICH LESSOR HAS AGREED TO PERFORM ON BEHALF OF LESSEE SHALL BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME TO THE REASONABLE SATISFACTION OF LESSEE AND AT A REASONABLE COST TO LESSEE.

(iii) OUTSIDE OF TRAVIS COUNTY, TEXAS, LESSEE WILL BE RESPONSIBLE FOR ANY SERVICE CALLS, MECHANICS TIME (INCLUDING OVERTIME) AND TRAVELING CHARGES FOR ROUTINE MAINTENANCE AND REPAIR TO UNIT AND REFRIGERATION UNIT.

(iii) ALL FUEL/ELECTRICITY REQUIRED TO OPERATE THIS RCU SHALL BE PROVIDED AND PAID FOR BY LESSEE.

(C) LESSOR SHALL HAVE NO OBLIGATION TO, BUT MAY AT LESSEE'S REQUEST, FURNISH A TEMPORARY RCU IF A DISABLED RCU IS OUT OF SERVICE FOR ORDINARY MAINTENANCE AND SERVICE OR IS OUT OF SERVICE BECAUSE OF DAMAGE FOR WHICH LESSEE IS RESPONSIBLE UNDER THIS AGREEMENT. SAID SUBSTITUTE RCU SHALL BE SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

10. FAILURE TO PERFORM

LESSOR SHALL INCUR NO LIABILITY TO LESSEE FOR FAILURE TO SUPPLY ANY RCU, REPAIR ANY DISABLED RCU OR OTHERWISE PERFORM HEREUNDER IF SUCH FAILURE RESULTED FROM AN ACT OF GOD OR FIRE, RIOT, OR ANY GOVERNMENTAL REGULATION OR RESTRICTION, OR ANY OTHER CAUSE BEYOND THE CONTROL OF LESSOR. EXCEPT AS OTHERWISE PROVIDED FOR IN ARTICLE 9 OF THIS AGREEMENT, DURING SUCH PERIOD OF FAILURE, THE APPLICABLE FIXED RENTAL CHARGES SPECIFIED HEREIN SHALL ABATE AND LESSEE SHALL HAVE NO LIABILITY THEREFOR.

11. ACCEPTANCE

THE LEASE SHALL BECOME EFFECTIVE UPON SIGNATURE BY BOTH PARTIES. IF, HOWEVER, THE LESSEE DOES NOT RETURN A SIGNED COPY OF THE LEASE TO LESSOR WITHIN SEVEN DAYS OF RECEIPT, OR DOES NOT GIVE LESSOR WRITTEN NOTICE OF DISAPPROVAL OF THE CONDITIONS HEREIN, AND IF THE LESSEE RETAINS THE RCU IN ITS POSSESSION AFTER SAID SEVEN DAY PERIOD, THEN THE LEASE SHALL HAVE THE SAME FORCE AND EFFECT AS IF IT HAD BEEN SIGNED BY THE LESSEE.

12. JURISDICTION

UNLESS OTHERWISE SPECIFIED HEREIN THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, COUNTY OF TRAVIS, AUSTIN, TEXAS.

13. SERVICE OF PROCESS

PROCESS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING SHALL BE DEEMED DULY SERVED IF SENT BY REGISTERED MAIL TO THE LESSEE AT THE LESSEE'S ADDRESS AS SET FORTH IN THE FIRST PARAGRAPH OF THE LEASE.

14. NOTICES

ANY NOTICE WHICH MAY BE OR IS REQUIRED TO BE GIVEN UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE SENT BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO THE ADDRESS ON PAGE ONE OR OTHERWISE ATTACHED. ALL SUCH NOTICES SHALL BE DEEMED TO HAVE BEEN GIVEN WHEN SUCH NOTICE, PROPERLY ADDRESSED, IS RECEIVED.

15. ASSIGNMENT

LESSOR MAY GRANT A SECURITY INTEREST IN THE LEASE OF THE RCU AND MAY ASSIGN ALL OR ANY PART OF ITS RIGHTS, TITLE OR INTEREST IN THE LEASE, OF THE RCU OR THE LEASE, OR ANY OF ITS RIGHTS OR INTEREST UNDER THE LEASE BY OPERATION OF LAW OR OTHERWISE.

16. INSPECTION

LESSOR RESERVES THE RIGHT TO INSPECT THE RCU AT ANY TIME DURING THE TERM OF THE AGREEMENT, WHEREVER THE RCU MAY BE LOCATED.

17. DEFAULT/BANKRUPTCY/ADJUDICATION. IF LESSEE SHALL BE IN DEFAULT IN ANY OF THE PAYMENTS REQUIRED TO BE MADE AND/OR IN THE PERFORMANCE OF ANY COVENANT OR CONDITION TO BE PERFORMED BY LESSEE HEREUNDER, THIS AGREEMENT MAY BE TERMINATED IMMEDIATELY BY LESSOR WITHOUT FURTHER NOTICE AND, IN SUCH EVENT, LESSEE SHALL SURRENDER THE RCU TO LESSOR IMMEDIATELY UPON LESSOR'S DEMAND. IF LESSEE SHALL NOT IMMEDIATELY SURRENDER THE RCU, LESSOR MAY IMMEDIATELY, WITHOUT DEMAND OR HEARING, WHICH ARE HEREBY EXPRESSLY WAIVED, TAKE POSSESSION OF THE RCU AND ANY ATTACHMENTS AND/OR LADING (AND FOR THIS PURPOSE LESSOR MAY ENTER UPON PREMISES WHERE SAID RCU MAY BE AND REMOVE SAME) WITHOUT INCURRING LIABILITY TO LESSEE, AND WITHOUT PREJUDICE TO ANY OTHER REMEDIES LESSOR MAY HAVE. IN THE EVENT OF SUCH DEFAULT, LESSEE SHALL PROMPTLY PAY LESSOR ALL COST AND EXPENSES INCURRED BY LESSOR IN RECOVERING OR ATTEMPTING TO RECOVER THE RCU AND LESSEE SHALL CONTINUE TO BE LIABLE FOR RENTAL AND OTHER CHARGES ACCRUING DURING THE PERIOD THE RCU IS RETAINED BY LESSOR. THIS AGREEMENT SHALL TERMINATE AUTOMATICALLY WITHOUT NOTICE TO LESSEE IF A PETITION IN BANKRUPTCY IS FILED BY OR AGAINST LESSEE, OR IF LESSEE SHALL HAVE MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, SHALL HAVE BEEN VOLUNTARILY OR INVOLUNTARILY ADJUDICATED A BANKRUPTCY BY ANY COURT OF COMPETENT JURISDICTION, OR IF A PETITION FOR REORGANIZATION OF LESSEE OR FOR AN ARRANGEMENT WITH CREDITORS IS FILED BY, OR AGAINST LESSEE, OR IF A RECEIVER SHALL HAVE BEEN APPOINTED FOR ALL OR FOR A SUBSTANTIAL PART OF LESSEE'S BUSINESS OR IF LESSEE SHALL HAVE PERMITTED OR SUFFERED AN ATTACHMENT, LEVY OR EXECUTION TO BE MADE AGAINST ALL OR A SUBSTANTIAL PART OF THE PROPERTY OF LESSEE OR AGAINST THE RCU. IF THIS AGREEMENT SHALL SO AUTOMATICALLY TERMINATE, LESSOR SHALL BE ENTITLED, IN ADDITION TO ITS AFORESAID RIGHTS REGARDING REPOSSESSION OF THE RCU, TO ALL RENTS AND CHARGES ARISING HEREUNDER BUT REMAINING UNPAID BY LESSEE. SHOULD LESSOR EMPLOY ANY ATTORNEY IN ANY COURT PROCEEDING TO ENFORCE ANY OF ITS RIGHTS UNDER THIS AGREEMENT, LESSEE SHALL PAY LESSOR ALL REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH PROCEEDING.

18. MISCELLANEOUS

THE RCU IS LEASED, AND THE LESSEE ACCEPTS THE RCU, "AS IS" AND "WITH ALL FAULTS", AND LESSOR WARRANTS ONLY THAT IT CORRESPONDS WITH THE DESCRIPTION SET OUT IN THE LEASE (OR IN ANY FURTHER SUCH AGREEMENT WHICH MAY HEREAFTER ADOPT THESE CONDITIONS), AND THAT THE LESSEE SHALL HAVE QUIET POSSESSION AS AGAINST ANY PERSON CLAIMING UNDER OR THROUGH LESSOR; AND, SAVE AS AFORESAID, THAT LESSOR MAKES AND ASSUMES NO GUARANTY OR WARRANTY WHATSOEVER OF ANY KIND PERTAINING TO THE RCU OR ANY ITEM THEREOF, AND ALL CONDITIONS AND WARRANTIES IN RELATION HERETO, WHETHER EXPRESS OR IMPLIED, WHETHER STATUTORY, COLLATERAL HERETO OR OTHERWISE, WHETHER IN RELATION TO THE FITNESS OF THE RCU, OR ANY TIME HEREOF FOR ANY PARTICULAR PURPOSE, OR TO COMPLIANCE WITH ANY CONVENTION, STATUTE, REGULATION ORDER OR OTHER PROVISIONS OF LAW OR STANDARD, OR WHETHER IN RELATION TO MERCHANTABILITY OR AS TO DESCRIPTION, STATE, QUALITY, OR CONDITION OF THE RCU, OR ANY ITEM THEREOF AT DELIVERY OR AT ANY OTHER TIME ARE HEREBY EXCLUDED AND EXTINGUISHED.

19. ENTIRE AGREEMENT

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AND LESSEE SHALL NOT ASSIGN THIS AGREEMENT OR ANY INTEREST THEREIN WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF LESSOR. THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE, SUPERSEDING ANY PRIOR OR OTHER WRITTEN OR ORAL REPRESENTATIONS, AGREEMENTS, OR UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY FUTURE REPRESENTATIONS, AGREEMENTS, UNDERSTANDINGS OR WAIVERS MUST BE REFLECTED IN A WRITING SIGNED BY BOTH PARTIES. LESSOR'S FAILURE TO STRICTLY ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER THEREOF OR AS EXCUSING THE LESSEE FROM FUTURE PERFORMANCE. IF ANY PROVISION OF THIS AGREEMENT IS INVALID UNDER ANY LAWS OF ANY STATE WHERE USED, SUCH PROVISION SHALL BE DEEMED NOT TO BE A PART OF THIS AGREEMENT IN SUCH STATE, BUT SHALL NOT INVALIDATE ANY OTHER PROVISION HEREOF.

THERMAL TREK INC.

1806 Hydro Dr
 MAIL: PO BOX 82045
 AUSTIN, TX 78708-2045

Invoice

Date	Invoice #
4/7/2020	20-129

Bill To
WILLAMSON COUNTY EMERGENCY OPERATIONS 100 WILCO WAY SUITE P101 GEORGETOWN, TX 78626

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	Due on receipt		4/7/2020				
Quantity	Item Code	Description			U/M	Price Each	Amount
1	RCU-56-4191	8 X 40 LOW PROFILE 460 VOLT 3 PHASE 25 AMP SWING DOOR SERIAL # NSD 60364191 MODEL # 69NT40-561-006 PARTS # NT2031 PS 19-49			MO	1,359.00	1,359.00
1	EXTENSION CO...	ELECTRICAL CORDS PS 19-49				50.00	50.00
1	Prep Charge	SANITIZE AND CLEAN BEFORE DELIVERY. CUSTOMER IS REQUIRED TO PERFORM MEDICAL CLEAN UP PROCEDURE AT THE END OF THE RENTAL PERIOD BEFORE THE REFRIGERATED CONTAINER IS RETURNED.				100.00	100.00
2	DELIVERY CH...	DELIVERY CHARGE: DELIVER UNIT TO 8160 CHANDLER ROAD HUTTO, TX 78634 ON APRIL 7, 2020 AND RETURN TO 1806 HYDRO DRIVE AUSTIN TX ON MAY 4, 2020 UNLESS EXTENDED RENTAL IS FROM APRIL 7, 2020 TO MAY 4, 2020 UNLESS EXTENDED CONTACT PERSON IS BLAKE SKILES AT 512-943-1478 OR KYLE MCKNIGHT AT 512-688-0526 AT THE DELIVER SITE UNIT WILL BE LOCATED AT 8160 CHANDLER ROAD HUTTO, TX 78634				425.00	850.00
1	NOTES	CUSTOMER HAS BEEN ADVISED THAT UNIT WILL NEED 460 VOLT 3 PHASE 40 AMP DEDICATED ELECTRIC CIRCUIT.				0.00	0.00
1	NOTES	THERMAL TREK IS NOT RESPONSIBLE FOR ANY PRODUCT PLACED IN THE UNIT AT ANY TIME AND UNDER ANY CIRCUMSTANCE				0.00	0.00
1	NOTES	NOTHING IS TO BE TAPED ON THE OUTSIDE OR INSIDE OF THE UNIT AT ANY TIME				0.00	0.00
1	NOTES	UNIT WILL BE USED AT APPROXIMATELY 37 DEGREES F				0.00	0.00
					Total		

THERMAL TREK INC.

1806 Hydro Dr
 MAIL: PO BOX 82045
 AUSTIN, TX 78708-2045

Invoice

Date	Invoice #
4/7/2020	20-129

Bill To
WILLAMSON COUNTY EMERGENCY OPERATIONS 100 WILCO WAY SUITE P101 GEORGETOWN, TX 78626

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	Due on receipt		4/7/2020				
Quantity	Item Code	Description			U/M	Price Each	Amount
1	NOTES	THE CUSTOMER IS RESPONSIBLE FOR ANY PHYSICAL DAMAGE TO THE REFRIGERATED CONTAINER DURING THE RENTAL INCLUDING ELECTRICAL DAMAGE IF THE CUSTOMER DOES NOT PROVIDE THE PROPER ELECTRICAL SUPPLY AT ALL TIMES.				0.00	0.00
1	NOTES	FOR SERVICE PLEASE CALL 512-836-8000 24-7				0.00	0.00
1	NOTES	THANK YOU FOR YOUR BUSINESS.				0.00	0.00

DO NOT TAPE ANYTHING TO BOX

DO NOT TAPE ANYTHING TO BOX

THERMAL TREK, INC
1806 HYDRO DRIVE
AUSTIN, TEXAS 78728
512-385-9243
Service 512-836-8000

Thermal Trek, Inc. Lease Agreement No 20-130, made on 4/7/2020, between Thermal Trek, Inc. (Hereinafter referred to as "Lessor"), and WILLIAMSON COUNTY EMERGENCY OPERATIONS, (thereinafter referred to Lessee):

Address: 100 WILCO WAY SUITE P101
City/State/Zip: GEORGETOWN, TEXAS 78626
Billing Address: 100 WILCO WAY SUITE P101
City/State/Zip: GEORGETOWN, TEXAS 78626
Phone: 512-943-1478
Contact Person: BLAKE SKILES

The Lessee agrees to Refrigerated Conex Unit (electric operation), (electric operation w/gasoline generator) or (diesel engine) hereinafter referred to as "RCU":

Note: Different lease/rental rates apply as to the different methods of operation for which the RCU is used.

RCU 53-7755 & RGU 26-8293, Year: N/A, Make: N/A, Serial No: N/A, License No. N/A State, TX. Refrigeration Unit Serial No. N/A, Model No. N/A; from Lessor and Lessor agrees to lease to the Lessee the above identified RCU.

WHEREAS, LESSOR is in the business of leasing RCUs and hereby represents that it is the owner of, or otherwise has lawful authority to lease, the RCU described above and in the Schedule(s) attached hereto; and

WHEREAS, LESSOR desires to lease said RCU to Lessee for the amounts and upon the terms and conditions hereinafter set forth; and

WHEREAS, LESSEE desires to lease said RCU solely for the purpose of mobile storage from LESSOR for the amounts and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the amounts to be paid and the covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereto covenant and agree as follows:

- I. DURATION OF LEASE. This Lease shall remain in effect from 4/7/2020 until 5/4/2020, as limited by Paragraph X hereof. Any amendments hereto shall be effective as of the date of Lessor's notice to the Lessee.

II. USE. Lessee agrees to the following:

- A. Lessee will use the RCU unit in the ordinary course of its business.
- B. Lessee agrees not to overload the RCU beyond the manufacturer's recommended gross weight allowance and to pay for any and all damages resulting from loading in excess of such weight allowance.
- C. Lessee agrees to make reasonable efforts to ensure that each RCU is operated with due care and diligence so as to prevent loss and/or damage and injury of any kind or nature whatsoever.
- D. Lessee agrees to notify Lessor of improper performance or mechanical failure of the RCU as soon as such information comes known to Lessee.
- E. Lessee agrees not to knowingly permit or cause any person other than Lessor or persons authorized by Lessor to make any repairs or adjustments to the RCU leased hereunder provided, however, Lessee or its authorized representatives may authorize, limited to \$250.00 per occurrence, such minor emergency repairs or adjustments as may be reasonably necessary for the safe and efficient operation of said RCU when it is not practical in Lessee's opinion to secure Lessor's prior authorization.
- F. Lessee agrees to take reasonable precautions to protect the RCU from theft, perils and all other hazards while under Lessee's care, custody and control.
- G. Lessee agrees to reimburse lessor in full for damages caused by negligence, abuse, misuse, or willful destruction of RCU by lessee, its agents, servants or employees.
- H. Lessee agrees to make RCU reasonably available to lessor for inspections, repairs and maintenance.

III. Insurance. Lessee will, at all times, during the term of this Lease, at its own expense, carry and maintain or cause to be carried and maintained:

- A. Primary automobile and general liability insurance as required by Texas law in the minimum amount of five hundred thousand dollars (\$500,000) per occurrence, pursuant to conditions set forth in Paragraph II (A) (B) (C),
- B. Property damage insurance against all risk of physical loss or damage to the RCU in an amount at least equal to the replacement cost set forth in the Lease; and,
- C. Lessee will provide cargo insurance against all risk of physical loss or damage to the contents stored in the RCU, including consequential damage, in an amount at least equal to the replacement cost of such contents.

Lessee represents, warrants and covenants that Lessee will perform all actions required to maintain policies evidencing such insurance. In the case of both the casualty and public liability coverage, Lessee shall deliver to Lessor either certificates of insurance or such other evidence of insurance

as Lessor may reasonably require.

LESSOR SHALL NOT BE LIABLE FOR, AND LESSEE WAIVES ALL CLAIMS AGAINST LESSOR IN RESPECT OF ANY LOSS, THEFT, DAMAGE (INCLUDING CONSEQUENTIAL DAMAGE) OR DESTRUCTION OF OR TO ANY CARGO OR OTHER PROPERTY LEFT BY LESSEE OR ANY OTHER PERSON IN OR UPON THE RCU AT ANY TIME OR PLACE.

- IV. DELIVERY. Lessee shall pick up and deliver, or arrange for the pickup and delivery of, the RCU to the Lessee's site. Lessee shall provide proof of liability and property damage insurance as specified in Item III (A) and (B) prior to the RCU being released to Lessee or Lessee's agent. Lessor will be notified of the respective arrangements in order to release the RCU to the Lessee or Lessee's agent. Upon Lessee's request and pursuant to Lessee providing proof of liability and property damage insurance coverage, Lessor will arrange delivery, and will bill Lessee delivery charges.

Party to arrange:

Delivery By: Thermal Trek

Delivery Address: 8160 CHANDLER ROAD HUTTO, TEXAS 78634

Delivery Charge: \$425.00

The Lessee accepts delivery of the RCU when the RCU is picked up by Lessee or Lessee's agent at Lessor's location or other Lessor designated site.

- V. RETURN. The Lessee shall return or arrange for the return delivery of the RCU to the Lessor's location in accordance with the terms of the Lease. At the end of the Lease period, the Lessee or Lessee's agent shall give Lessor at least N/A (one day if not indicated) day(s) notice of its intent to return the RCU in order for Lessor to receive the RCU from the Lessee or Lessee's agent. Upon Lessee's request, Lessor will arrange return delivery and will bill Lessee those respective charges.

Party to arrange:

Return Delivery By: Thermal Trek

Return Delivery Address: 1806 HYDRO DR. AUSTIN TX 78728

Return Delivery Charge: \$425.00

- VI. BILLING PERIOD. Each monthly billing period will be from the first day of each month until the last day of each month, except for the first month of the Lease term, which will be from the date the RCU is delivered until the last day of that month.

- VII. RENT. The Lessee shall pay \$3,584.00 Per MINIMUM RENTAL PERIOD. Rent and other charges shall be due in advance of rental period. Payment of each invoice issued to Lessee is due within N/A days seven [7] days if not specified otherwise herein) of the invoice date. If any rent payment or other amount due to Lessor under the Lease shall not have been received by Lessor by the date such payment was due, Lessor shall have the right to charge Lessee interest of 2% of the unpaid balance, compounded per month, for each month or part thereof that the payment remains outstanding.

- A. If the RCU is delivered prior to the first day of the month the rent will be prorated from the date of delivery until the last day of the delivery month, and such prorated first month rental shall be payable upon delivery of the RCU to Lessor.

- B. If the RCU is returned prior to the 15th day of any month, Lessee will make rent payments to Lessor on a pro rata basis. If the RCU is returned after the 15th of any month, Lessee shall pay a full month's rent payment.

If the RCU is not returned to Lessor in accordance with the terms hereof within (5) days after termination of the Lease, Lessor may without notice charge any higher daily rental rate it may choose, and with 30 days notice, following termination in accordance with Paragraph X hereof, charge Lessee the replacement value per RCU.

VIII. DEPOSIT AND OTHER CHARGES. Lessee shall deposit with Lessor or Lessor's agent a security deposit (the "security deposit") in the amount of \$500.00 to secure Lessee's performance pursuant to the terms of this Lease. The security deposit less any deductions made, if any, in accordance with the terms of this Lease, shall be returned to Lessee without interest, within three weeks of the termination hereof. If Lessee returns the RCU to Lessor or Lessor's agent in a damaged or altered condition (normal wear accepted), the full cost of these repairs shall be borne by the Lessee.

- A. A minimum nonrefundable cleaning charge of \$100.00 shall be paid by Lessee prior to delivery of the RCU by Lessor to Lessee. Cleaning charges in excess of this minimum shall be first deducted from the security deposit then excess will be billed to the lessor.

- B. In the event Lessee needs assistance in setting up the RCU for operation, a minimum labor set-up charge of \$75.00 will be paid by Lessee to Lessor (in advance). Any additional charges for labor or parts (e.g. electrical hook-up, additional extension cords, rail road ties, blocking, etc.) needed by lessee to set up unit for operation, will be invoiced to the lessee. In the event that Lessee or Lessee agent sets up and/or installs RCU incorrectly to electrical service or creates other installation problems that requires Lessor to come to Lessee premises to perform corrective action or complete setup installation, a \$75.00 minimum service call plus time and materials will be billed to Lessee for immediate payment. If payment for time and material has not been paid by lease termination date, it will be deducted from security deposit.

- C. Lessee will be responsible for all fuel/electricity used by the RCU. Lessor will deliver RCU full of fuel to Lessee. When lessee is finished with the RCU, it will be returned full of fuel. If RCU is not returned full of fuel, Lessee will reimburse Lessor for those costs.

IX. PLACEMENT. During the term hereof, the RCU shall be domiciled by Lessee solely at 8160 CHANDLER ROAD HUTTO, TEXAS 78634 unless another address other than stated on page one.

X. TERMINATION. Lessor shall have the right to terminate this Lease without cause upon 10 days written notice to the Lessee. Lessor may terminate this Lease upon written notice to Lessee with immediate effect if Lessee fails to comply with any covenant or condition to be performed by the Lessee. Lessor may terminate this Lease upon written notice to Lessee with immediate effect if Lessee does not pay when due any rent or other charges due hereunder. If Lessee fails to comply with any condition or covenant of this lease and/or fails to make such payments when due, Lessee waives any rights to

advance notice or hearing prior to Lessor's exercise of any remedies available to it, with or without judicial process or notice, including without limitation, Lessor's entry onto the location or upon any premises in which the RCU may be kept, replevin, injunction, summary judgement, self-help, repossession, and any other remedy or action or proceeding designed to obtain possession of or to protect the RCU(s).

XI. ENCUMBRANCES. Lessee agrees not to pledge, sell, mortgage, or attempt in any other manner to encumber any RCU leased hereunder or to allow any liens or legal process to be incurred or levied thereon.

XII. ATTACHMENTS. Thermal Trek, Inc. Lease Terms, Rates/Charges specifications R-1 and Equipment Interchange Receipt attached to this Lease are incorporated into this Lease and form an integral part hereof.

LESSEE ACKNOWLEDGES AND AGREES BY HIS SIGNATURE HEREON THAT LESSEE HAS READ, ACCEPTS, AND AGREES TO COMPLY IN FULL WITH, THE TERMS AND CONDITIONS SET FORTH ON ALL PAGES OF THIS AGREEMENT.

For: WILLIAMSON COUNTY EMERGENCY
OPERATIONS

Print: Blake D. Gravell Jr.

Sign: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Apr 7, 2020)

Date: Apr 7, 2020

Lease No. 20-130 RCU 53-7755 & RGU 26-8293

For: Thermal Trek, Inc
Wayne Francis

DocuSigned by:

Wayne Francis
4/6/2020
DocuSign Envelope ID: 30B8157F-5F6B-455E-A021-7E703ED716B8

All trailers are for STORAGE ONLY. Lessee is responsible for any and all damage, repairs or maintenance if used in the transportation of product.

THERMAL TREK, INC
LEASE TERMS AND CONDITIONS

1. DELIVERY OF RCU

- (A) LESSOR SHALL USE ALL REASONABLE EFFORTS TO MAKE THE RCU AVAILABLE FOR PICKUP AND DELIVERY AS REQUIRED UNDER THE TERMS OF THE LEASE.
- (B) UPON DELIVERY/RECEIPT OF THE RCU, THE LESSEE OR THE LESSEE'S AGENT SHALL SIGN AND PROMPTLY RETURN TO LESSOR LESSOR'S EQUIPMENT INTERCHANGE RECEIPT. IF IN ACCORDANCE WITH PARAGRAPH IV OR V OF THIS LEASE THE DRIVER OF THE VEHICLE IS INSTRUCTED BY THE LESSEE TO COLLECT THE RCU FOR THE PURPOSE OF THIS SUB-PARAGRAPH, THE DRIVER OF THE VEHICLE SHALL BE DEEMED TO BE THE LESSEE'S AGENT.
- (C) THE LESSEE OR ITS AGENT'S EXECUTION OF AN EQUIPMENT INTERCHANGE RECEIPT SHALL CONSTITUTE CONCLUSIVE EVIDENCE THAT LESSEE HAS INSPECTED THE RCU AND FOUND IT (EXCEPT AS NOTED IN THE RECEIPT) TO BE COMPLETE, IN GOOD WORKING ORDER AND CONDITION AND IN COMPLIANCE WITH THE LEASE. THE FAILURE BY THE LESSEE OR ITS AGENTS TO NOTE ANY DAMAGE, DEFECT OR DETERIORATION TO THE RCU SHALL NOT RELIEVE THE LESSEE OF ANY OBLIGATION OR LIABILITY UNDER THE LEASE, INCLUDING LIABILITY FOR ANY REPAIRS TO THE RCU OR FOR DAMAGE OR LOSS TO THE RCU OR TO THE PERSONS OR PROPERTY OF OTHERS.

2. SECURITY DEPOSIT

- (A) THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, MAY BE APPLIED TO ANY AND ALL UNPAID OR ACCRUED CHARGES IN ACCORDANCE WITH THIS LEASE, INCLUDING BUT NOT LIMITED TO DELIVERY, RENTAL, CLEAN-UP, AND REPAIRS PERFORMED ON BEHALF OF LESSEE.
- (B) IF THE RCU HAS BEEN RETURNED TO LESSOR IN A DAMAGED, ALTERED OR DESTROYED CONDITION OR HAS BEEN LOST OR STOLEN, LESSOR MAY APPLY THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, TOWARD SUCH LOSS UNTIL SUCH TIME AS FULL SETTLEMENT HAS BEEN PAID TO LESSOR.
- (C) IF THE RCU HAS BEEN INVOLVED IN A COLLISION OR ACCIDENT, LESSOR MAY APPLY THE SECURITY DEPOSIT, LESS ANY DEDUCTIONS MADE IN ACCORDANCE WITH THE TERMS OF THIS LEASE, TOWARD THE SETTLEMENT OF ANY AND ALL CLAIMS OR LIABILITY OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM SUCH LOSS UNTIL SUCH TIME AS FULL SETTLEMENT IS PAID REGARDING SUCH COLLISION OR ACCIDENT.

3. RETURN

- (A) AT THE TIME OF THE RETURN OF THE RCU THE LESSEE OR THE LESSEE'S AGENT SHALL SIGN LESSOR'S EQUIPMENT INTERCHANGE RECEIPT UPON DELIVERY OF THE RCU TO LESSOR OR LESSOR'S AGENT. IF IN ACCORDANCE WITH PARAGRAPH IV OR V OF THIS LEASE, THE DRIVER OF THE VEHICLE IS INSTRUCTED BY THE LESSEE TO RETURN THE RCU SUCH DRIVER SHALL BE DEEMED TO BE THE LESSEE'S AGENT.
- (B) AT TIME OF RETURN OF THE RCU THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY:
 - (i) THE EXECUTION OF LESSOR'S EQUIPMENT INTERCHANGE RECEIPT SHALL EVIDENCE THE CONDITION OF THE RCU AT THE TIME OF ITS RETURN.
 - (ii) IF THE RCU IS RETURNED TO LESSOR IN A DAMAGED OR ALTERED CONDITION, NORMAL WEAR ACCEPTED, THE COST OF THE DAMAGES ASSESSED IN ACCORDANCE WITH AN ESTIMATE PREPARED BY THE REPAIRER APPOINTED BY LESSOR SHALL BE BORNE BY THE LESSEE.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS (A) THE RCU IS RESTORED TO ITS ORIGINAL LEASABLE CONDITION AND (B) RETURN DELIVERY HAS BEEN MADE TO LESSOR.
 - (iii) LESSOR OR LESSOR'S AGENT SHALL IN ITS SOLE DISCRETION DETERMINE WHETHER IT IS FEASIBLE TO REPAIR A DAMAGED OR ALTERED RCU. IF THE RCU IS DAMAGED OR ALTERED TO SUCH EXTENT THAT LESSOR DETERMINES IT IS NOT FEASIBLE TO REPAIR AND THEREFORE DEEMS SUCH RCU TO BE DESTROYED, LESSEE SHALL FORTHWITH MAKE FULL SETTLEMENT OF SUCH LOSS BY PAYING LESSOR THE REPLACEMENT VALUE OF THE RCU, AS SET FORTH IN THE LEASE, WITHIN TEN (10) BUSINESS DAYS OF SUCH LOSS.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS FULL SETTLEMENT IS MADE TO LESSOR.
 - (iv) IF THE RCU IS LOST OR STOLEN, LESSEE SHALL FORTHWITH MAKE FULL SETTLEMENT OF SUCH LOSS BY SUBMITTING TO LESSOR PROOF OF LOSS SATISFACTORY TO LESSOR AND BY PAYING LESSOR THE REPLACEMENT VALUE OF THE RCU, AS SET FORTH IN THE LEASE, WITHIN TEN (10) BUSINESS DAYS OF SUCH LOSS.
 - (a) LESSEE WILL CONTINUE TO BE RESPONSIBLE FOR MONTHLY RENTAL PAYMENTS UNTIL SUCH TIME AS FULL SETTLEMENT IS MADE TO LESSOR.

4. COMPLIANCE WITH LAWS

LESSEE SHALL COMPLY AT ITS OWN EXPENSE WITH ALL LAWS, REGULATIONS AND RULES OF FEDERAL, STATE AND LOCAL GOVERNMENTS AND AGENCIES WHICH AFFECT THE LEASE OF THE RCU.

5. TAXES/PERMITS/LICENSES/REGISTRATIONS

LESSEE AGREES TO PAY ANY AND ALL TOLL CHARGES FOR TRANSPORTING THE RCU TO THE LESSEE LOCATION, INCLUDING THOSE FOR HIGHWAYS, BRIDGES, AND FERRIES. LESSOR SHALL AT ITS SOLE COST AND EXPENSE PAY FOR AND, IF

NECESSARY, PROCURE THE FOLLOWING: (A) RCU LICENSE PLATES FOR THE STATE(S) AND AT THE APPLICABLE WEIGHT(S); (B) STATE SALES TAXES APPLICABLE TO THE PURCHASE OF THE RCU LEASED HEREUNDER; (C) FEDERAL EXCISE TAXES AND (D) FEDERAL HIGHWAY VEHICLE USE TAXES. ANY AND ALL OTHER LICENSES, PERMITS OR REGISTRATIONS OF ANY SORT OR NATURE WHATSOEVER REQUIRED FOR THE LAWFUL OPERATION OF THE RCU LEASED HEREUNDER SHALL BE PROCURED BY LESSOR AT LESSEE'S SOLE COST AND EXPENSE PROVIDED THAT LESSEE'S PRIOR AUTHORIZATION AND APPROVAL FOR SUCH EXPENDITURE(S) HAS FIRST BEEN OBTAINED.

IT IS FURTHER AGREED AND UNDERSTOOD THAT ANY AND ALL PRE-EXISTING LICENSES, PERMITS OR REGISTRATIONS OF ANY SORT OR NATURE WHATSOEVER APPLICABLE TO OR APPLYING ON THE RCU AT THE TIME IT IS LEASED TO LESSEE UNDER THIS AGREEMENT SHALL INURE TO THE BENEFIT OF LESSEE WITHOUT THE PAYMENT OF ANY ADDITIONAL CHARGES BY LESSEE, WHETHER PROVIDED FOR IN THIS ARTICLE OR OTHERWISE.

LESSEE SHALL BE LIABLE FOR ALL USER TAXES, INCLUDING BUT NOT LIMITED TO TEXAS LIMITED SALES TAX, APPLICABLE TO THE LEASE OF THE RCU. LESSEE SHALL BE LIABLE FOR ALL CHARGES, FINES AND PENALTIES INCURRED WHILE THE RCU IS IN LESSEE'S POSSESSION.

6. PHYSICAL DAMAGE INSURANCE AND EXCLUSIONS.

LESSEE IS REQUIRED TO PROVIDE PHYSICAL DAMAGE INSURANCE UNDER THIS AGREEMENT. SAID COVERAGE SHALL BE MAINTAINED THROUGH A COLLISION AND COMPREHENSIVE PHYSICAL DAMAGE INSURANCE POLICY WRITTEN IN STANDARD FORM BY A REPUTABLE INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN ALL OF THE STATES IN WHICH THE RCU WILL BE USED OR OPERATED. LESSEE SHALL REMAIN OBLIGATED TO PAY OR REIMBURSE LESSOR FOR THE FULL AMOUNT OF ANY AND ALL (A) DEDUCTIBLE AMOUNTS, (B) DAMAGE AND DESTRUCTION TO, AND LOSS AND LOSS OF USE OF, THE RCU RESULTING FROM (I) USE OR OPERATION OF THE RCU IN VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, (II) USE OR OPERATION BY LESSEE, ITS EMPLOYEES, DRIVERS AND/OR AGENTS OF ANY VEHICLE OR EQUIPMENT NOT LEASED HEREUNDER (III) USE OR OPERATION OF THE VEHICLE OR RCU BY ANY DRIVER, EMPLOYEE AND/OR AGENT AFTER RECEIPT BY LESSEE OF A WRITTEN COMPLAINT FROM LESSOR SPECIFYING GROUNDS FOR REMOVAL OF SUCH DRIVER, EMPLOYEE OR AGENT FROM THE VEHICLE OR RCU, (IV) WILLFUL ACTS OR OMISSIONS OR ABUSIVE HANDLING OR RECKLESSNESS BY LESSEE, ITS DRIVERS, AGENTS OR EMPLOYEES, (V) FIRE, THEFT, UPSET, EXPLOSION, RIOTS, VANDALISM OR ACTS OF GOD, (VI) FAILURE TO SECURELY BRAKE, BLOCK OR LOCK THE RCU OR PROPERLY SECURE THE CARGO, (VII) COLLISION WITH ANY OVERHEAD OBJECTS, AND/OR (VIII) ANY DEFECT OR MALFUNCTION IN ANY RCU OR EQUIPMENT NOT BEING LEASED HEREUNDER IF ATTACHED TO (OR IN THE COURSE OF BEING ATTACHED TO OR UNCOUPLED FROM) THE RCU. THE ASSUMPTION OF RISK OF LOSS AND DAMAGE MADE BY LESSEE UNDER THIS SECTION IS MADE WITHOUT REGARD TO FAULT BY LESSEE AND IS ENFORCEABLE IRRESPECTIVE OF SUCH FAULT.

7. INSURANCE REQUIRED BY STATUTE OR REGULATION. LESSEE IS REQUIRED BY LESSOR TO PROVIDE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ON THE RCU; HOWEVER, IF LESSOR IS NONETHELESS REQUIRED BY STATUTE, ORDINANCE OR REGULATION TO EXTEND INSURANCE COVERAGE TO THE LESSEE, SUCH INSURANCE COVERAGE SHALL BE LIMITED TO THE STATUTORY FINANCIAL RESPONSIBILITY MINIMUM AND SHALL BE EXCESS INSURANCE, AND LESSEE AGREES TO REIMBURSE LESSOR FOR AND HOLD LESSOR HARMLESS FROM, ANY AND ALL COST, EXPENSES, CLAIMS, CAUSES OF ACTION AND REASONABLE ATTORNEY'S FEES WHICH LESSOR SUSTAINS OR IS REQUIRED TO PAY AS A RESULT OF ANY REQUIREMENT OR REQUIREMENTS.

8. GENERAL CONDITIONS

TITLE TO THE RCU SHALL REMAIN AT ALL TIMES WITH LESSOR. THE LEASE IS INTENDED TO BE A TRUE LEASE AND NOT AS SECURITY FOR THE PAYMENT OR PERFORMANCE OF LESSEE'S OBLIGATIONS. IF LESSEE OBSERVES ALL OF THE TERMS AND CONDITIONS OF THE LEASE, IT SHALL HAVE QUIET POSSESSION OF THE RCU AND AS AGAINST ANY PERSON CLAIMING UNDER OR THROUGH LESSOR. LESSOR SHALL HAVE NO OTHER RESPONSIBILITY WHATSOEVER FOR, OR IN CONNECTION WITH, ANY RCU AFTER ACCEPTANCE OF THE DELIVERY BY LESSEE UNTIL THE ACTUAL RETURN THEREOF TO LESSOR. WITHOUT LIMITATION UPON THE FOREGOING, LESSEE HEREBY ASSUMES RESPONSIBILITY AND LIABILITY FOR, AND LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR, AND ALL LOSS, DAMAGE AND INJURY (INCLUDING PERSONAL INJURY OR DEATH, PROPERTY DAMAGE AND DAMAGE TO PROPERTY IN THE RCU, INCLUDING CONSEQUENTIAL DAMAGE, AND ALL INSURANCE CLAIMS INCLUDING PARTICULAR AND GENERAL AVERAGE) TO ALL PERSONS AND PROPERTY ARISING OUT OF THE OPERATION, MAINTENANCE, STORAGE OR OTHER USE OF THE POSSESSION OR OWNERSHIP OF ANY RCU. LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S AGENTS ALL CLAIMS FOR LOSS OR DAMAGE TO ANY PROPERTY OF LESSEE OR ANY OTHER PERSON'S PROPERTY LEFT IN, OR ABOUT THE RCU, EITHER BEFORE OR AFTER ITS RETURN TO LESSOR OR ON THE LESSOR'S PREMISES, WITHOUT REGARD TO ANY NEGLIGENCE BY LESSOR OR ANY OF ITS AGENTS OR EMPLOYEES. LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, INJURIES, CLAIMS, DEMANDS, COST, AND EXPENSES ARISING OUT OF THE USE OR POSSESSION OF THE RCU INCLUDING BUT NOT LIMITED TO ANY AND ALL FINES, PENALTIES, AND FORFEITURES IMPOSED UNDER ANY FEDERAL, STATE, MUNICIPAL, OR OTHER STATUTE, LAW, ORDINANCE, RULE, REGULATION, OR INSURANCE POLICY PROVISION, AND TO THE EXTENT NOT COVERED BY INSURANCE, ANY CLAIMS OF, OR LIABILITIES TO THIRD PERSONS ARISING OUT OF THE ABANDONMENT, CONVERSION, SECRETION, CONCEALMENT OR UNAUTHORIZED SALE OF THE RCU BY LESSEE OR ITS DRIVERS, AGENTS OR EMPLOYEES, FOR THE CONFISCATION OF THE RCU BY ANY GOVERNMENTAL AUTHORITY FOR ILLEGAL OR IMPROPER USE OF THE RCU. ADDITIONALLY, LESSEE SHALL INDEMNIFY AND HOLD LESSOR HARMLESS FOR ALL LOSS, LIABILITY AND EXPENSE IN EXCESS OF THE LIMITS OF LIABILITY PROVIDED FOR HEREIN AS A RESULT OF BODILY INJURY, DEATH, DAMAGE OR PROPERTY DAMAGE ARISING OUT OF THE USE OR OPERATION OF RCU. FURTHER, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR AND LESSOR'S AGENTS FROM ALL LIABILITIES, DAMAGE, LOSSES, CLAIMS, INTEREST, PENALTIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR INCIDENT TO (A) ANY FAILURE BY LESSEE TO COMPLY WITH THE TERMS OF THE LEASE OR ANY ATTEMPT BY ANY PARTY, WHETHER PRIVATE OR GOVERNMENTAL, TO HOLD LESSOR LIABLE TO BREACH BY LESSEE, OR LESSEE'S OBLIGATIONS UNDER THE LEASE; OR (B) THE MAINTENANCE, STORAGE, OR OTHER USE OF THE POSSESSION OF THE RCU.

9. MAINTENANCE AND REPAIRS

(A) RESPONSIBILITIES OF LESSOR

- (i) LESSOR WILL UPON NOTIFICATION OF BREAKDOWN WILL TAKE ALL REASONABLE ACTION TO RETURN THE RCU TO OPERATING CONDITION WITHIN A REASONABLE AMOUNT OF TIME. REPAIR(S) AND MAINTENANCE WILL BE PERFORMED AT LESSOR'S REPAIR FACILITY.
- (ii) LESSOR WILL INSPECT THE RCU AND BE RESPONSIBLE FOR MAINTENANCE AND REPAIR FOR NORMAL WEAR AND TEAR OF THE RCU AS TO BE IN GOOD AND SAFE OPERATING CONDITION. LESSOR AGREES TO PERFORM SAID REPAIRS AND MAINTENANCE PROMPTLY AT DOMICILE SITE IN TRAVIS COUNTY, TEXAS.
 - (a) LESSOR WILL FURNISH AND SUPPLY ALL PARTS, OIL, LUBRICANTS AND ALL OTHER OPERATING SUPPLIES AND ACCESSORIES NECESSARY FOR MAINTENANCE AND/OR REPAIR PURSUANT TO NORMAL WEAR AND TEAR FOR THE PROPER, SAFE AND EFFICIENT OPERATION OF THE RCU.

- (iii) IF THE RCU IS DEEMED UNREPAIRABLE LESSOR SHALL MAKE EVERY REASONABLE EFFORT TO SECURE AND PROMPTLY DELIVER A SUBSTITUTE RCU TO LESSEE, AND SAID SUBSTITUTE RCU TO BE AS NEARLY AS PRACTICABLE THE SAME SIZE AS THE ORIGINAL RCU. SAID SUBSTITUTE RCU SHALL BE FURNISHED AT NO ADDITIONAL EXPENSE TO LESSEE AND SHALL BE SUBJECT TO ALL TERMS AND CONDITIONS OF THIS LEASE AGREEMENT. IF LESSOR IS UNABLE OR UNWILLING TO SO REPLACE THE RCU, AND SUCH INABILITY OR UNWILLINGNESS SHALL CONTINUE FOR MORE THAN ONE CALENDAR DAY AFTER THE FIRST CALENDAR DAY OF SUCH UNAVAILABILITY OR UNFITNESS, THE RENTAL FOR SUCH UNIT SHALL ABATE DURING THE PERIOD COMMENCING ON THE DAY WHEN SUCH UNAVAILABILITY OR UNFITNESS COMMENCED AND ENDING ON THE DAY WHEN THE FULLY REPAIRED UNIT OR A SUITABLE SUBSTITUTE UNIT IS DELIVERED TO LESSEE.

(B) RESPONSIBILITIES OF LESSEE

- (i) LESSEE IS RESPONSIBLE FOR THE FOLLOWING DAILY ROUTINES:
- (a) CHECK ENGINE OIL LEVEL DAILY AND ADD AS NECESSARY.
 - (b) CHECK ENGINE COOLANT LEVEL DAILY AND ADD AS NECESSARY.
 - (c) FUEL AS NECESSARY.
- (ii) LESSEE WILL BE RESPONSIBLE FOR ALL SERVICE CALLS, MECHANICS TIME (INCLUDING OVERTIME) AND ANY OTHER CHARGES FOR REPAIRS DUE TO ABUSE, MISUSE, NEGLECT, REPAIRS NOT DEEMED ORDINARY WEAR AND TEAR. (I.E. OUT OF FUEL, FUEL FILTERS, TIRE REPAIRS, ELECTRICAL PROBLEMS SUPPLYING UNIT, ETC.)
- (a) LESSEE SHALL HAVE THE RIGHT TO PERFORM ALL REPAIRS TO THE RCU FOR WHICH LESSEE IS RESPONSIBLE UNDER THE TERMS OF THIS AGREEMENT PROVIDED, HOWEVER, THAT SUCH REPAIRS SHALL BE MADE ONLY WITH THE PRIOR APPROVAL OF LESSOR (WHICH SHALL NOT BE UNREASONABLY WITHHELD) AND SHALL BE COMPLETED TO THE REASONABLE SATISFACTION OF LESSOR.
 - (b) REPAIRS TO THE RCU WHICH LESSOR HAS AGREED TO PERFORM ON BEHALF OF LESSEE SHALL BE COMPLETED WITHIN A REASONABLE PERIOD OF TIME TO THE REASONABLE SATISFACTION OF LESSEE AND AT A REASONABLE COST TO LESSEE.
- (iii) OUTSIDE OF TRAVIS COUNTY, TEXAS, LESSEE WILL BE RESPONSIBLE FOR ANY SERVICE CALLS, MECHANICS TIME (INCLUDING OVERTIME) AND TRAVELING CHARGES FOR ROUTINE MAINTENANCE AND REPAIR TO UNIT AND REFRIGERATION UNIT.
- (iii) ALL FUEL/ELECTRICITY REQUIRED TO OPERATE THIS RCU SHALL BE PROVIDED AND PAID FOR BY LESSEE.
- (C) LESSOR SHALL HAVE NO OBLIGATION TO, BUT MAY AT LESSEE'S REQUEST, FURNISH A TEMPORARY RCU IF A DISABLED RCU IS OUT OF SERVICE FOR ORDINARY MAINTENANCE AND SERVICE OR IS OUT OF SERVICE BECAUSE OF DAMAGE FOR WHICH LESSEE IS RESPONSIBLE UNDER THIS AGREEMENT. SAID SUBSTITUTE RCU SHALL BE SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

10. FAILURE TO PERFORM

LESSOR SHALL INCUR NO LIABILITY TO LESSEE FOR FAILURE TO SUPPLY ANY RCU, REPAIR ANY DISABLED RCU OR OTHERWISE PERFORM HEREUNDER IF SUCH FAILURE RESULTED FROM AN ACT OF GOD OR FIRE, RIOT, OR ANY GOVERNMENTAL REGULATION OR RESTRICTION, OR ANY OTHER CAUSE BEYOND THE CONTROL OF LESSOR. EXCEPT AS OTHERWISE PROVIDED FOR IN ARTICLE 9 OF THIS AGREEMENT, DURING SUCH PERIOD OF FAILURE, THE APPLICABLE FIXED RENTAL CHARGES SPECIFIED HEREIN SHALL ABATE AND LESSEE SHALL HAVE NO LIABILITY THEREFOR.

11. ACCEPTANCE

THE LEASE SHALL BECOME EFFECTIVE UPON SIGNATURE BY BOTH PARTIES. IF, HOWEVER, THE LESSEE DOES NOT RETURN A SIGNED COPY OF THE LEASE TO LESSOR WITHIN SEVEN DAYS OF RECEIPT, OR DOES NOT GIVE LESSOR WRITTEN NOTICE OF DISAPPROVAL OF THE CONDITIONS HEREIN, AND IF THE LESSEE RETAINS THE RCU IN ITS POSSESSION AFTER SAID SEVEN DAY PERIOD, THEN THE LEASE SHALL HAVE THE SAME FORCE AND EFFECT AS IF IT HAD BEEN SIGNED BY THE LESSEE.

12. JURISDICTION

UNLESS OTHERWISE SPECIFIED HEREIN THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, COUNTY OF TRAVIS, AUSTIN, TEXAS.

13. SERVICE OF PROCESS

PROCESS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING SHALL BE DEEMED DULY SERVED IF SENT BY REGISTERED MAIL TO THE LESSEE AT THE LESSEE'S ADDRESS AS SET FORTH IN THE FIRST PARAGRAPH OF THE LEASE.

14. NOTICES

ANY NOTICE WHICH MAY BE OR IS REQUIRED TO BE GIVEN UNDER THIS AGREEMENT SHALL BE IN WRITING AND SHALL BE SENT BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO THE ADDRESS ON PAGE ONE OR OTHERWISE ATTACHED. ALL SUCH NOTICES SHALL BE DEEMED TO HAVE BEEN GIVEN WHEN SUCH NOTICE, PROPERLY ADDRESSED, IS RECEIVED.

15. ASSIGNMENT

LESSOR MAY GRANT A SECURITY INTEREST IN THE LEASE OF THE RCU AND MAY ASSIGN ALL OR ANY PART OF ITS RIGHTS, TITLE OR INTEREST IN THE LEASE, OF THE RCU OR THE LEASE, OR ANY OF ITS RIGHTS OR INTEREST UNDER THE LEASE BY OPERATION OF LAW OR OTHERWISE.

16. INSPECTION

LESSOR RESERVES THE RIGHT TO INSPECT THE RCU AT ANY TIME DURING THE TERM OF THE AGREEMENT, WHEREVER THE RCU MAY BE LOCATED.

17. **DEFAULT/BANKRUPTCY/ADJUDICATION.** IF LESSEE SHALL BE IN DEFAULT IN ANY OF THE PAYMENTS REQUIRED TO BE MADE AND/OR IN THE PERFORMANCE OF ANY COVENANT OR CONDITION TO BE PERFORMED BY LESSEE HEREUNDER, THIS AGREEMENT MAY BE TERMINATED IMMEDIATELY BY LESSOR WITHOUT FURTHER NOTICE AND, IN SUCH EVENT, LESSEE SHALL SURRENDER THE RCU TO LESSOR IMMEDIATELY UPON LESSOR'S DEMAND. IF LESSEE SHALL NOT IMMEDIATELY SURRENDER THE RCU, LESSOR MAY IMMEDIATELY, WITHOUT DEMAND OR HEARING, WHICH ARE HEREBY EXPRESSLY WAIVED, TAKE POSSESSION OF THE RCU AND ANY ATTACHMENTS AND/OR LADING (AND FOR THIS PURPOSE LESSOR MAY ENTER UPON PREMISES WHERE SAID RCU MAY BE AND REMOVE SAME) WITHOUT INCURRING LIABILITY TO LESSEE, AND WITHOUT PREJUDICE TO ANY OTHER REMEDIES LESSOR MAY HAVE. IN THE EVENT OF SUCH DEFAULT, LESSEE SHALL PROMPTLY PAY LESSOR ALL COST AND EXPENSES INCURRED BY LESSOR IN RECOVERING OR ATTEMPTING TO RECOVER THE RCU AND LESSEE SHALL CONTINUE TO BE LIABLE FOR RENTAL AND OTHER CHARGES ACCRUING DURING THE PERIOD THE RCU IS RETAINED BY LESSOR. THIS AGREEMENT SHALL TERMINATE AUTOMATICALLY WITHOUT NOTICE TO LESSEE IF A PETITION IN BANKRUPTCY IS FILED BY OR AGAINST LESSEE, OR IF LESSEE SHALL HAVE MADE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, SHALL HAVE BEEN VOLUNTARILY OR INVOLUNTARILY ADJUDICATED A BANKRUPTCY BY ANY COURT OF COMPETENT JURISDICTION, OR IF A PETITION FOR REORGANIZATION OF LESSEE OR FOR AN ARRANGEMENT WITH CREDITORS IS FILED BY, OR AGAINST LESSEE, OR IF A RECEIVER SHALL HAVE BEEN APPOINTED FOR ALL OR FOR A SUBSTANTIAL PART OF LESSEE'S BUSINESS OR IF LESSEE SHALL HAVE PERMITTED OR SUFFERED AN ATTACHMENT, LEVY OR EXECUTION TO BE MADE AGAINST ALL OR A SUBSTANTIAL PART OF THE PROPERTY OF LESSEE OR AGAINST THE RCU. IF THIS AGREEMENT SHALL SO AUTOMATICALLY TERMINATE, LESSOR SHALL BE ENTITLED, IN ADDITION TO ITS AFORESAID RIGHTS REGARDING REPOSSESSION OF THE RCU, TO ALL RENTS AND CHARGES ARISING HEREUNDER BUT REMAINING UNPAID BY LESSEE. SHOULD LESSOR EMPLOY ANY ATTORNEY IN ANY COURT PROCEEDING TO ENFORCE ANY OF ITS RIGHTS UNDER THIS AGREEMENT, LESSEE SHALL PAY LESSOR ALL REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH PROCEEDING.

18. **MISCELLANEOUS**

THE RCU IS LEASED, AND THE LESSEE ACCEPTS THE RCU, "AS IS" AND "WITH ALL FAULTS", AND LESSOR WARRANTS ONLY THAT IT CORRESPONDS WITH THE DESCRIPTION SET OUT IN THE LEASE (OR IN ANY FURTHER SUCH AGREEMENT WHICH MAY HEREAFTER ADOPT THESE CONDITIONS), AND THAT THE LESSEE SHALL HAVE QUIET POSSESSION AS AGAINST ANY PERSON CLAIMING UNDER OR THROUGH LESSOR; AND, SAVE AS AFORESAID, THAT LESSOR MAKES AND ASSUMES NO GUARANTY OR WARRANTY WHATSOEVER OF ANY KIND PERTAINING TO THE RCU OR ANY ITEM THEREOF, AND ALL CONDITIONS AND WARRANTIES IN RELATION HERETO, WHETHER EXPRESS OR IMPLIED, WHETHER STATUTORY, COLLATERAL HERETO OR OTHERWISE, WHETHER IN RELATION TO THE FITNESS OF THE RCU, OR ANY TIME HEREOF FOR ANY PARTICULAR PURPOSE, OR TO COMPLIANCE WITH ANY CONVENTION, STATUTE, REGULATION ORDER OR OTHER PROVISIONS OF LAW OR STANDARD, OR WHETHER IN RELATION TO MERCHANTABILITY OR AS TO DESCRIPTION, STATE, QUALITY, OR CONDITION OF THE RCU, OR ANY ITEM THEREOF AT DELIVERY OR AT ANY OTHER TIME ARE HEREBY EXCLUDED AND EXTINGUISHED.

19. **ENTIRE AGREEMENT**

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR RESPECTIVE HEIRS, ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AND LESSEE SHALL NOT ASSIGN THIS AGREEMENT OR ANY INTEREST THEREIN WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF LESSOR. THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE, SUPERSADING ANY PRIOR OR OTHER WRITTEN OR ORAL REPRESENTATIONS, AGREEMENTS, OR UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY FUTURE REPRESENTATIONS, AGREEMENTS, UNDERSTANDINGS OR WAIVERS MUST BE REFLECTED IN A WRITING SIGNED BY BOTH PARTIES. LESSOR'S FAILURE TO STRICTLY ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER THEREOF OR AS EXCUSING THE LESSEE FROM FUTURE PERFORMANCE. IF ANY PROVISION OF THIS AGREEMENT IS INVALID UNDER ANY LAWS OF ANY STATE WHERE USED, SUCH PROVISION SHALL BE DEEMED NOT TO BE A PART OF THIS AGREEMENT IN SUCH STATE, BUT SHALL NOT INVALIDATE ANY OTHER PROVISION HEREOF.

THERMAL TREK INC.

1806 Hydro Dr
MAIL: PO BOX 82045
AUSTIN, TX 78708-2045

Invoice

Date	Invoice #
4/7/2020	20-130

Bill To
WILLAMSON COUNTY EMERGENCY OPERATIONS 100 WILCO WAY SUITE P101 GEORGETOWN, TX 78626

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		4/7/2020			
Quantity	Item Code	Description	U/M	Price Each	Amount	
1	RCU-53-7755	460 VOLT 3 PHASE 25 AMP SWING DOOR SER# MSZ60337755 MODEL # 69NT40-561-006 PART # NT1961 CLIP ON GEN 26-8293	MO	2,634.00	2,634.00	
1	Prep Charge	SANITIZE AND CLEAN BEFORE DELIVERY. CUSTOMER IS REQUIRED TO PERFORM MEDICAL CLEAN UP PROCEDURE AT THE END OF THE RENTAL PERIOD BEFORE THE REFRIGERATED CONTAINER IS RETURNED.		100.00	100.00	
2	DELIVERY CH...	DELIVERY CHARGE: DELIVER UNIT TO 8160 CHANDLER ROAD HUTTO, TX 78634 ON APRIL 7, 2020 AND RETURN TO 1806 HYDRO DRIVE AUSTIN TX ON MAY 4, 2020 UNLESS EXTENDED RENTAL IS FROM APRIL 7, 2020 TO MAY 4, 2020 UNLESS EXTENDED CONTACT PERSON IS BLAKE SKILES AT 512-943-1478 OR KYLE MCKNIGHT AT 512-688-0526 AT THE DELIVER SITE UNIT WILL BE LOCATED AT 8160 CHANDLER ROAD HUTTO, TX 78634		425.00	850.00	
1	NOTES	CUSTOMER HAS BEEN ADVISED THAT UNIT WILL HAVE A CLIP ON GENERATOR RGU 26-8293 THAT RUNS ON DIESEL THE UNIT WILL ARRIVE WITH A FULL TANK OF FUEL AND WILL NEED TO BE RETURNED WITH A FULL TANK OF FUEL OR CUSTOMER WILL RECEIVE A SEPARATE INVOICE FOR THE FUEL PLUS THE LABOR TO INSTALL THE FUEL		0.00	0.00	
1	NOTES	THERMAL TREK IS NOT RESPONSIBLE FOR ANY PRODUCT PLACED IN THE UNIT AT ANY TIME AND UNDER ANY CIRCUMSTANCE		0.00	0.00	
1	NOTES	NOTHING IS TO BE TAPED ON THE OUTSIDE OR INSIDE OF THE UNIT AT ANY TIME		0.00	0.00	
1	NOTES	UNIT WILL BE USED AT APPROXIMATELY 37 DEGREES F		0.00	0.00	
				Total		

THERMAL TREK INC.

1806 Hydro Dr
 MAIL: PO BOX 82045
 AUSTIN, TX 78708-2045

Invoice

Date	Invoice #
4/7/2020	20-130

Bill To
WILLAMSON COUNTY EMERGENCY OPERATIONS 100 WILCO WAY SUITE P101 GEORGETOWN, TX 78626

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project	
	Due on receipt		4/7/2020				
Quantity	Item Code	Description			U/M	Price Each	Amount
1	NOTES	THE CUSTOMER IS RESPONSIBLE FOR ANY PHYSICAL DAMAGE TO THE REFRIGERATED CONTAINER DURING THE RENTAL INCLUDING ELECTRICAL DAMAGE IF THE CUSTOMER DOES NOT PROVIDE THE PROPER ELECTRICAL SUPPLY AT ALL TIMES.				0.00	0.00
1	NOTES	FOR SERVICE PLEASE CALL 512-836-8000 24-7				0.00	0.00
1	NOTES	THANK YOU FOR YOUR BUSINESS.				0.00	0.00

Signature: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Apr 7, 2020)

Email: bgravell@wilco.org

Title: County Judge

Company: Williamson County

Williamson County Rental Agreement Trailer

Final Audit Report

2020-04-07

Created:	2020-04-07
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAopVvBbfg3vj4zP32MrcPt-cfRkKLA7

"Williamson County Rental Agreement Trailer" History

-  Document created by Thomas Skiles (blake.skiles@wilco.org)
2020-04-07 - 4:37:27 PM GMT- IP address: 66.76.4.65
-  Document emailed to aschiele@wilco.org for delegation
2020-04-07 - 4:40:36 PM GMT
-  Email viewed by aschiele@wilco.org
2020-04-07 - 6:36:59 PM GMT- IP address: 66.76.4.65
-  Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org
2020-04-07 - 7:21:28 PM GMT- IP address: 66.76.4.65
-  Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature
2020-04-07 - 7:21:28 PM GMT
-  Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)
2020-04-07 - 7:24:26 PM GMT- IP address: 66.76.4.65
-  Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2020-04-07 - 7:25:31 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Signed document emailed to Thomas Skiles (blake.skiles@wilco.org), Judge Bill Gravell Jr. (bgravell@wilco.org) and aschiele@wilco.org
2020-04-07 - 7:25:31 PM GMT



POWERED BY
Adobe Sign

Commissioners Court - Regular Session**6.****Meeting Date:** 04/14/2020

Consider Ratification of EnviroSafety Purchase

Submitted For: Randy Barker**Submitted By:** Johnny Grimaldo,
Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on ratifying purchase for Tyvek Coveralls between Williamson County and Envirosafety in the amount of \$31,182.00 to support the operations of the Williamson County Emergency Services Operations Center, and exempting this purchase from the competitive bidding requirements per Texas Local Government Code Section 262.024.(a)(2).

Background

This item is pertaining to the Coronavirus Disease 2019 (COVID-19). Due to supplies going out of stock quickly, a signature was required prior to Commissioners Court approval for this to be purchased immediately. Terri King is the point of contact and Funding Source is 01.0100.0409.004987 COVID -19.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote for Signature

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 04/08/2020

Reviewed By

Randy Barker

Andrea Schiele

Date

04/08/2020 03:15 PM

04/08/2020 05:40 PM

Started On: 03/25/2020 04:43 PM



8248 West Doe Avenue
Visalia, California 93291

QUOTE 10157

Customer No: 544710
Prepared For: William County EMS
Prepared By: James Guerrero
Prepared By Email:
jguerrero@guardiansafetyholdings.com
Customer PO:

Bill To:

William County EMS
3189 SE Inner Loop
Georgetown, TX 78626

Ship To:

William County EMS
3189 SE Inner Loop
Georgetown, TX 78626

Item	Description	Quantity	UOM	Price	Ext Price
DUPTY120SWHMD00	Tyvek Coverall w/Zipper, Plain-Medium	500	EA	\$3.94	\$1,970.00
DUPTY120SWH2X00	Tyvek Coverall w/Zipper, Plain-2X	1,200	EA	\$4.18	\$5,016.00
DUPTY120SWHLG00	Tyvek Coverall w/Zipper, Plain-Large	3,000	EA	\$3.94	\$11,820.00
DUPTY120SWH3X00	Tyvek Coverall w/Zipper, Plain-3X	2,800	EA	\$4.42	\$12,376.00

Subtotal: \$31,182.00

Tax: \$0.00

Shipping: \$0.00

Total: \$31,182.00

This quote is valid until 04/24/2020 and was provided to you by James Guerrero. Credit Card Only are the agreed upon terms for this quote. If paying by check, please make sure that your check has been made out to Enviro Safety Products. In the event that your account becomes overdue, your account will be subject to a service charge of 1.5% per month. To accept this quotation, this form must be signed and returned by an authorized purchaser to James Guerrero.

Printed Name: _____

Signature: _____

We take pride in offering a wide variety of high quality safety products at the lowest possible price. Our product selection is rigorously expanding, promoting the latest in protection technology for all your safety needs. Regardless of the type of environment you intend to secure, have it be OSHA, ANSI, DOT, or HFWA regulated, we have the products and product knowledge for you.

RESOURCE REQUEST MESSAGE (ICS 213 RR)

1. Incident Name: <i>COVID-19</i>		2. Date/Time <i>3/25/2020</i>		3. Resource Request Number:	
4. Order (Use additional forms when requesting different resource sources of supply.):					
Qty.	Kind	Type	Detailed Item Description: (Vital characteristics, brand, specs, experience, size, etc.)	Arrival Date and Time Requested	Estimated 3/31/2020
6500			<i>Tyvek Coveralls</i>	<i>3/25/2020</i>	
			<i>Medium 500 e \$ 3.94 each</i>		<i>1970.00</i>
			<i>Large 3000 e \$ 3.94 each</i>		<i>11820.00</i>
			<i>2XL 1200 e \$ 4.18 each</i>		<i>5016.00</i>
			<i>3XL 2800 e \$ 4.42</i>		<i>12376.00</i>
5. Requested Delivery/Reporting Location: <i>EMS Warehouse 3189 SE Inner Loop Georgetown, TX 78626</i>					
6. Suitable Substitutes and/or Suggested Sources: <i>None</i>					
7. Requested by Name/Position: <i>Terri King Division Commander</i>			8. Priority: ☒ Urgent ☐ Routine ☐ Low		
9. Section Chief Approval: <i>Plans</i>			11. Supplier Phone/Fax/Email: <i>661-600-9384</i>		
10. Logistics Order Number:					
12. Name of Supplier/POC: <i>Guardian Safety and Supply / James Guerrero</i>					
13. Notes:					
14. Approval Signature of Auth Logistics Rep:					
15. Date/Time:					
16. Order placed by (check box): ☐ SPUL ☐ PROC					
17. Reply/Comments from Finance:					
18. Finance Section Signature:					
19. Date/Time:					
ICS 213 RR, Page 1					

Requestor

Logistics

Finance

Commissioners Court - Regular Session

9.

Meeting Date: 04/14/2020

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
- b) Discuss the acquisition of real property for CR 176 at RM 2243
- c) Discuss the acquisition of real property: O'Connor Signal Project
- d) Discuss the acquisition of real property: CR 200
- e) Discuss the acquisition of real property for County Facilities.
- f) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
- g) Discuss the acquisition of real property for SH 29 @ DB Wood.
- h) Discuss the acquisition of real property for Hairy Man Rd.
- i) Discuss the acquisition of real property for N. Mays.
- j) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
- k) Discuss the acquisition of real property for CR 111.
- l) Discuss the acquisition of real property for Corridor H
- m) Discuss the acquisition of real property for future SH 29 corridor.
- n) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
- o) Discuss the acquisition of right-of-way for Corridor C.
- p) Discuss the acquisition of right-of-way for Corridor F.
- q) Discuss the acquisition of right-of-way for Corridor D.
- r) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- s) Discuss the acquisition of right-of-way for Reagan extension.
- t) Discuss the acquisition of right of way for the Great Oaks Bridge Project.
- u) Discuss the acquisition of real property for the Brushy Creek Trail Project.
- v) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
- x) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center

y) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

- a) Discuss County owned real estate containing underground water rights and interests.

- b) Discuss possible sale of +/- 10 acres located on Chandler Road near the County Sheriff's Office Training Facility
- c) Potential governmental uses for 8th Street downtown parking lot
- d) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
- e) Discuss property usage at Longhorn Junction
- f) Discuss sale of excess 183A right of way to abutting property owner.
- g) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
- h) Discuss Blue Springs Boulevard
- i) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
- C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.
- D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.
- E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/08/2020

Reviewed By

Andrea Schiele

Date

04/08/2020 11:37 AM

Started On: 04/08/2020 11:33 AM

Commissioners Court - Regular Session**10.****Meeting Date:** 04/14/2020

Economic development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Wolf Lakes
- c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
- d) Project Deliver
- e) Project Advantage
- f) Project Cedar
- g) Project Expansion
- h) Project Arcos
- i) Project Woods
- j) Project Co-Op
- k) Project Reese

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 04/08/2020

Reviewed By

Andrea Schiele

Date

04/08/2020 11:38 AM

Started On: 04/08/2020 11:33 AM