

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM No. 1
WITH
EOC HOLDINGS LLC DBA VERMEER
(Reservation No. 001628)**

The underlying Vermeer Terms and Conditions and its Amendments (if any) (Collectively the "Agreement") regarding Reservation No. 001628 between **EOC Holdings LLC DBA Vermeer** ("LESSOR") and **Williamson County, Texas** ("LESSEE") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Incorporated Documents:** This Agreement constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:
 - A. This Williamson County Addendum No. 1;
 - B. Vermeer Terms and Conditions and
 - C. Vermeer's Reservation No. 001628;
2. **Termination for Convenience.** Subscriber may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to LESSOR. In the event of such termination, it is understood and agreed that only the amounts due to LESSOR for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Subscriber's termination of this Agreement for convenience.
3. **No Indemnification by Subscriber.** LESSOR acknowledges and agrees that under the Constitution and the laws of the State of Texas, Subscriber cannot enter into an agreement whereby Subscriber agrees to indemnify or hold harmless any other party, including but not limited to LESSOR; therefore, all references of any in this Agreement to Subscriber

indemnifying, holding or saving harmless any other party, including but not limited to LESSOR, for any reason whatsoever are hereby deemed void and deleted.

4. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
5. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Subscriber, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Subscriber does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
6. **The LESSEE's Right to Audit.** LESSOR agrees that Subscriber or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of LESSOR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. LESSOR agrees that Subscriber shall have access during normal working hours to all necessary LESSOR facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Subscriber shall give LESSOR reasonable advance notice of intended audits.
7. **Non-Appropriation and Fiscal Funding.** The obligations of Subscriber under this Agreement do not constitute a general obligation or indebtedness of Subscriber for which Subscriber is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The LESSEE shall have the right to terminate this Agreement at the end of any Subscriber's fiscal year if the governing body of Subscriber does not appropriate sufficient funds as determined by Subscriber's budget for the fiscal year in question. Subscriber may effect such termination by giving written notice of termination to LESSOR at the end of its then-current fiscal year to be effective as of the last day of Subscriber's fiscal year. For purposes of this Agreement, the Subscriber's fiscal year shall be October 1st to September 30th.
8. **Payment, Interest and Late Payments.** Subscriber's 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 Subscriber 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 Subscriber 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 Subscriber'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.

In the event that an error appears in an invoice submitted by LESSOR, Subscriber shall notify LESSOR of the error not later than the twenty first (21st) day after the date Subscriber receives the invoice. If the error is resolved in favor of LESSOR, LESSOR shall be entitled to receive interest on the unpaid balance of the invoice submitted by LESSOR beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Subscriber, LESSOR shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

9. General Insurance Requirements. This provision shall apply in the event insurance is required under the Agreement. **“Williamson County, Texas” and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where Subscriber, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Subscriber shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Subscriber. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. LESSOR shall furnish Subscriber with a certification of coverage issued by the insurer. LESSOR shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, LESSOR shall also notify Subscriber, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**

10. Relationships of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11. Sales and Use Tax Exemption. Subscriber is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.

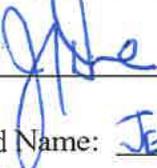
12. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the “Public Information Act”), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that

Subscriber, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Subscriber as to whether or not the same are available to the public. It is further understood that Subscriber's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Subscriber, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Subscriber by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

- 13. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- 14. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

EOC HOLDINGS LLC DBA VERMEER

WILLIAMSON COUNTY, TEXAS

By: 

By: _____

Printed Name: JERRY DUNNE

Printed Name: _____

Title: CORPORATE CREDIT MANAGER

Title: As Presiding Officer, Williamson
Commissioners Court

Date: 8/28, 2025

Date: _____, 20____



Vermeer Texas-Louisiana
 1945 Louis Henna Blvd
 Round Rock, TX 78664
 Ph: (512) 244-0505
 vermeertexas.com

Please remit to:
 Vermeer Texas-Louisiana
 PO Box 227283
 Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

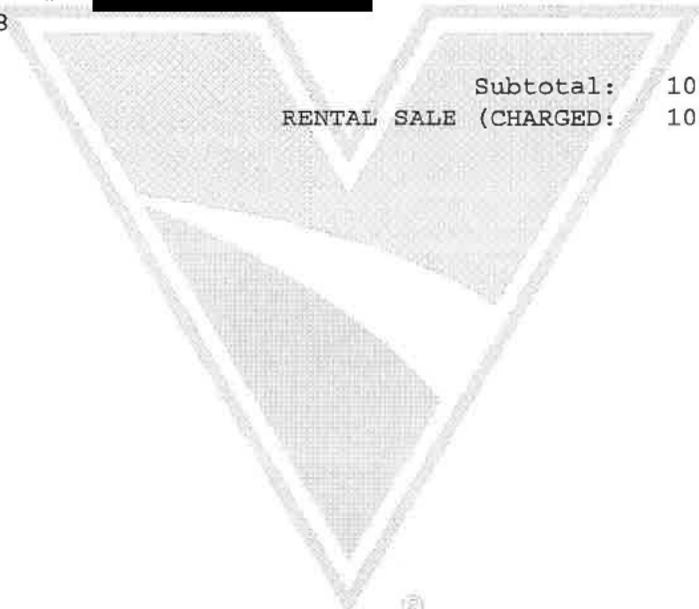
Branch 04 - ROUND ROCK		
Date 08/11/2025	Time 11:15:50 (O)	Page 1
Account No [REDACTED]	Phone No 5122604284	Contract No
Ship Via	Purchase Order	
Tax ID No		
		Salesperson 395 / 113

Invoice To: WILLIAMSON COUNTY PARKS & RECREATION
 219 PERRY MAYFIELD
 LEANDER TX 78641-1689

RENTAL CONTRACT

Description	RESERVATION #	Amount
VE RTX1250I2 Stock #: [REDACTED] Date Out: 09/08/2025 09:28	RTX1250I2 BASIC TRAC Serial #: [REDACTED]	2 WEEKS 10800.00
VE RW1252I2 Stock #: [REDACTED] Date Out: 09/08/2025 09:28	RW1252I2 ROCKWHEEL - Serial #: [REDACTED]	2 WEEKS

Subtotal: 10800.00
 RENTAL SALE (CHARGED): 10800.00



LESSEE AGREES THAT THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT AND ARE THOROUGHLY UNDERSTOOD.

X

Signature

Printed Name

Date

TERMS AND CONDITIONS

1. RENTAL PERIOD. The rental period shall begin on and include the date of delivery to LESSEE, and shall end on and include the date of return to LESSOR'S business location designated herein. The rental period shall be the approximate rental period shown on the face hereof and if LESSEE retains the Equipment after the expiration of said period, this Agreement shall be deemed to be extended at the same rental rate (on the prorated portion thereof) and under the same terms until the Equipment is returned to LESSOR. At any time after expiration of the original period LESSEE agrees to return the Equipment to LESSOR within twenty-four (24) hours after notice from LESSOR.

The minimum rental period is one (1) day. The weekly rate applies if the Equipment is out at least three (3) full days. The monthly rate applies if the Equipment is out at least twenty-eight (28) days. No allowance will be made for Sunday, holidays, time in transit, or any period of time Equipment may not be in actual use while in LESSEE'S possession, except as provided in Sections 5 and 8.

2. PAYMENTS. All payments hereunder are due upon receipt of invoice. All payments are payable at LESSOR'S place of business in Irving, Dallas County, Texas. Rates do not include sales, use, or occupational taxes; these amounts will be added where incurred by law. LESSEE shall be liable for and shall reimburse LESSOR for amounts equal to any sales, use, license, or registration fees, charges, fines, or taxes levied or based upon the rentals, or the equipment, or the use or operation thereof.

3. OVERTIME RATES. LESSEE agrees that the rates provided for in this Agreement are considered straight time rates, based on not more than eight (8) hours per day, forty (40) hours per week, or one hundred and sixty (160) hours per month. Should the Equipment be used in excess of the above specified hours in any specific period, the overtime rate shall be based as follows:

*1/8 of daily rate for each hour worked in excess of (8) hours in any one day;

*1/40 of weekly rate for each hour worked in excess of (40) hours in any one week;

*1/160 of monthly rate for each hour worked in excess of (160) hours in any one month.

4. WARRANTY. LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT, AND MAKES NO WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE FITNESS FOR A PARTICULAR PURPOSE, THE MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP. LESSOR further disclaims any liability for loss, damage, or injury to Lessee or third parties as a result of any defects, latent or otherwise, in the Equipment whether arising from LESSOR'S negligence or application of the laws of strict liability. As to LESSOR, LESSEE leases the Equipment "AS IS" on an all faults basis.

5. SAFETY CERTIFICATION. LESSEE, by signing this Agreement, certifies that it has been instructed as to the proper and safe operation of the Equipment, as well as the safety features and purposes for which the Equipment was designed. LESSEE further certifies that upon delivery it will verify that all applicable safety mechanisms of the Equipment are installed and operational, and will immediately report any problems with such safety mechanisms to LESSOR for repair. Further, LESSEE agrees that it will not use or operate any Equipment whose safety mechanisms are not in full working order.

* Printed manufacturer operating instructions for the Equipment were given to LESSEE and reviewed with LESSEE by LESSOR.

6. DELIVERY CONDITION. LESSOR shall use reasonable care to see that the Equipment is in proper working condition before delivery to LESSEE. If LESSEE so requests, the Equipment will be operated in LESSEE'S presence at a time and place designated by LESSOR prior to delivery to LESSEE. If the Equipment is shipped to LESSEE and arrives in damaged condition, LESSEE shall note such damage on the bill-of-lading or any other receipt requested by the transporter and shall immediately notify LESSOR. The acceptance by LESSEE of the Equipment shall constitute an acknowledgment that the Equipment has been received undamaged, in good repair and operating condition, except to the extent noted by LESSEE on the bill-of-lading or other delivery receipt.

7. RETURN OF EQUIPMENT. LESSEE agrees to return to LESSOR at LESSOR'S place of business, transportation costs prepaid, all Equipment leased hereunder, at the expiration of the Rental Term or earlier termination of this Lease. All Equipment will be returned in the same operating condition, order, repair, and appearance as when delivered to LESSEE, save ordinary wear and tear as provided by this Agreement, and free of all liens and encumbrances. LESSEE shall incur a refueling charge unless the equipment is returned to LESSOR with all fluid levels full. LESSEE shall be billed for time spent by LESSOR on clean-up of returned equipment.

8. CARE, MAINTENANCE, AND REPAIR. LESSEE agrees: to care for the Equipment properly; to use it within its rated capacity; to restrict its use to LESSEE'S AUTHORIZED PERSONNEL; to prohibit anyone other than LESSOR'S AUTHORIZED PERSONNEL to repair, modify, or adjust the Equipment; and to notify LESSOR immediately of accidents, disabilities, failures, or like information concerning the Equipment. LESSEE further agrees to be responsible for and to pay for all normal needs of the Equipment, including: supplying fuel, oil, grease, and water; checking daily the Equipment's general condition, including tires, oil levels, cooling system, water, and batteries; recharging batteries; and performing other routine preventative maintenance as set forth in the Machine Operator's Manual for the Equipment. LESSEE agrees to pay for all damages to the Equipment resulting from any and all causes other than normal wear and tear, including excess wear on such items as cutting edges, tires, etc.

LESSOR will provide warranty service throughout the agreed warranty period, as well as such other service necessary to keep the Equipment in proper working condition, and LESSEE agrees to make it available for servicing by LESSOR at reasonable times during LESSOR'S business hours. If LESSEE requires service at times other than LESSOR'S business hours, LESSEE agrees to pay the difference between LESSOR'S straight time and overtime rates for mechanic's time. LESSOR will NOT reimburse LESSEE for service work performed by LESSEE or any other party, and LESSEE shall be liable to LESSOR for any damage caused by work performed other than by LESSOR'S AUTHORIZED PERSONNEL.

In the event the Equipment becomes inoperable for reasons other than accident, improper use, or failure of LESSEE to comply with its obligations hereunder, no rental shall be charged for the period of time between actual notice to LESSOR of the inoperable condition of the Equipment and the time when it is returned to service. LESSOR shall not be obligated to furnish substitute Equipment nor shall be liable for down time or special or consequential damages of any nature whatsoever suffered by any party.

9. INSURANCE. LESSEE at its sole expense shall procure and keep insurance on the Equipment as follows: (i) property insurance for all risk of loss or damage from every cause whatsoever for not less than the full replacement value of the Equipment; (ii) commercial general/public liability and property damage insurance covering the Equipment, its use and storage in an amount not less than \$1,000,000 for each occurrence; (iii) automobile liability with a combined single limit of \$1,000,000. All such insurance shall be issued by an insurance carrier(s) satisfactory to LESSOR and shall name LESSOR as loss payee and additional insured, respectively. Such insurance shall provide a minimum of 30 days' advance written notice to Lessor of any cancellation, change or modification in the insurance. A loss payable insurance binder may be provided to LESSOR; provided however, LESSEE shall provide LESSOR with a duplicate of the original policy evidencing such insurance as required herein. All insurance proceeds shall be paid to LESSOR and LESSOR at its sole option may apply such proceeds toward the replacement, restoration or repair of equipment, or toward payment of the obligations of LESSEE hereunder. LESSEE appoints LESSOR as its attorney-in-fact to make a claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any such insurance policies. At LESSEE'S option, property insurance may be obtained through LESSOR for a fee.

10. PURCHASE OPTION. LESSEE may be granted an option to purchase the Equipment leased hereunder. Payments previously received may qualify to be applied to purchase price. This lease must be in good standing before option can be exercised. Option is not transferable. Any such option shall not be deemed exercised until LESSEE'S written notification to that effect is received by LESSOR and approved.

UNLESS OPTION IS EXERCISED AND TITLE IS TRANSFERRED TO LESSEE THROUGH SALE, TITLE TO ALL EQUIPMENT SHALL REMAIN VESTED IN LESSOR AT ALL TIMES. LESSEE SHALL GIVE LESSOR IMMEDIATE NOTICE OF ANY LEVY ATTEMPTED ON SAID EQUIPMENT, OR IF SAID EQUIPMENT BECOMES LIABLE TO SEIZURE FOR ANY REASON. LESSEE SHALL INDEMNIFY LESSOR AGAINST ALL LOSS AND DAMAGE CAUSED BY SUCH ACTION.

11. TRANSPORTATION. All Equipment is F.O.B. LESSOR'S yard. LESSEE is responsible for notifying LESSOR when Equipment is to be transported. If transportation is provided by LESSOR, a charge will apply.

12. AUTHORIZED USE. LESSEE agrees to comply with and conform to all municipal, state, and federal laws relating to said Equipment and its use or operation, and to pay any and all costs and expenses of every character occasioned by or involving the use or operation of said Equipment, unless specifically reserved to be paid by LESSOR hereunder.

LESSEE further agrees; that said Equipment shall not be used for any unlawful purpose; that said Equipment shall be used solely in the conduct of LESSEE'S business, within LESSEE'S possession, and under LESSEE'S control; that said Equipment shall be used solely by LESSEE'S AUTHORIZED PERSONNEL; that said Equipment shall be used only for its intended purposes and shall not be used beyond its normal capacity; and that when not in use, said Equipment shall be kept in a protected area.

LESSEE agrees, whenever requested by LESSOR, to give the exact location of the Equipment covered by this Lease, and LESSOR and the manufacturer of the Equipment shall have the privilege at all times of entering any shop, building, or location where the Equipment is being used for the purpose of inspection. LESSOR shall have the right of removing the Equipment on twenty-four (24) hours' notice and terminating this Lease if the Equipment is being overloaded or taxed beyond its capacity, or in any manner abused or neglected.

13. INDEMNITY. LESSEE shall indemnify and hold LESSOR and manufacturer harmless from any and all liability, loss, damage, expense, causes of action, suits, claims or judgments arising from injury to person or property resulting from or based upon the actual or alleged use, storage, operation, delivery or transportation of any or all of the Equipment.

14. ASSIGNMENT. LESSEE shall not assign this Lease or sublet the Equipment. LESSEE agrees that LESSOR may assign this lease, and all right, title, and interest of LESSOR in and to the Equipment, and all payments due or to become due to LESSOR hereunder. LESSEE agrees to honor any such assignment in accordance with its terms upon receipt of written notice thereof. LESSEE'S obligation to pay rent or other charges or fees under this Lease shall not, as to any such assignee, be subject to any diminution or right of set-off, counterclaim, or recoupment whatsoever arising out of any breach of any obligation of LESSOR hereunder or by any reason of any other liability at any time owing by LESSOR to LESSEE.

The undersigned authorizes Vermeer Texas-Louisiana to file UCC-1's (Financing Statements) and UCC-3's (Continuation Statements).

15. DEFAULT. LESSEE shall be considered in default of this Lease if LESSEE: shall fail to make any rental or other payment hereunder when due; shall fail to comply with any other provision of this Lease; shall attempt to sell or encumber any interest in the Equipment; shall cease doing business as a going concern; shall become subject to any state or federal insolvency, bankruptcy, receivership, trusteeship, or similar proceeding; or shall make, or attempt to make, an assignment, including one for the benefit of creditors; or if any attachment, execution, writ, etc., or other process is levied against the Equipment or any of LESSEE'S property; or if for any reason LESSOR deems itself unsafe. The foregoing shall be considered "Default Events."

If LESSEE is considered to be in default hereunder, LESSOR may immediately and without notice declare the entire balance of the sums owed due and payable together with all expenses of collection by suit or otherwise, including reasonable attorney's fees. Moreover, if any of the above Default Events shall occur, LESSEE agrees to surrender possession of the Equipment on demand, and LESSOR may enter upon LESSEE'S premises to the full extent allowed by law and take possession thereof. LESSEE shall additionally be liable for all expenses incurred by LESSOR repossessing the Equipment, including reasonable attorneys' fees.

16. GENERAL. Time is of the essence of this Lease. LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions of this Lease shall not waive or diminish LESSOR'S right thereafter to demand strict compliance therewith or with any other provisions.

Waiver of any default shall not waive any other default.

The remedies in this Lease provided in favor of LESSOR shall be available to its successors and assigns and shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its or their favor existing at law or in equity.

Any notice hereunder shall be deemed sufficiently given if in writing it is delivered to the applicable party personally, or sent by mail addressed to the party at the address set forth upon the reverse side hereof.

For purposes of this Agreement, LESSEE'S AUTHORIZED PERSONNEL shall be any of LESSEE'S employees, officers, or agents whose use of the Equipment is pre-approved by LESSOR, in LESSOR'S sole discretion.

If any portion of this Agreement, or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent of the law.

LESSOR and LESSEE agree that this Agreement shall be governed by, and shall be construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. LESSOR and LESSEE hereby consent to the jurisdiction of any state or federal court located within Dallas County, Texas, and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. LESSOR and LESSEE hereby accept the nonexclusive jurisdiction of the aforesaid courts and waive any defense of forum non conveniens and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement.

This Agreement embodies the entire agreement and understanding between the parties, supersedes all prior negotiations, agreements, and understandings between the parties, and all such prior agreements are hereby terminated. No alteration or modification of this Lease is valid unless in writing and signed by the parties hereto. LESSEE acknowledges receipt of a signed copy hereof.

17. REGULATIONS. Lessee will at Lessee's expense, comply with all local, state and federal laws and regulations affecting equipment and its use, operation, erection, dismantling and transportation, including all federal and local Department of Transportation regulations, licensing and building code requirements and shall defend, indemnify and hold harmless lessor from all loss, liability or expense resulting from actual or asserted violations of such laws, requirements or regulations.