



6029 W. Campus Circle Dr., Suite #100  
 Irving, Texas 75063  
 Office: 972.570.4700 Fax: 972.570.4486  
 24/7 Emergency Services: 1.800.595.5950  
 HVACRNTL.com

## QUOTATION

April 17, 2019

Company: Williamson County  
 Name: Tom Stanfield  
 Address: 3101 SE Inner Loop  
 Georgetown, Texas 78626  
 Number: 512-943-1636  
 Cell: 512-818-4180  
 Email: tom.stanfield@wilco.org

Job: Boiler rental  
 Job Name: Williamson County Georgetown Jail  
 Address: 304 West 4<sup>th</sup> street Georgetown, TX 78626

We are pleased to quote the following:

PRICING SUMMARY: 1 Month Min			Term of Rental-Monthly
DESCRIPTION	QTY	RENTAL PERIOD	PRICE
1.5 Million BTU Hot Water Boiler	1	Monthly	\$4,200.00
Hot water hose and gas hose	1	Monthly	included
Installation and Teardown	1		\$5,500.00
Wood Supplies			\$400.00
Round Trip Delivery	1		\$600.00
		Sub Total (first month)	\$10,700.00
		Every month after	\$4,200.00

**APPLICATION** – Provide 1.5 million BTU hot water boiler. Install, start up and tear down to be done by HVAC RNTL crew. Unit to sit outside on grass to right of loading dock, a wood protection would be put in place for security and protection of hose water hoses and gas line to unit. A wooden ramp or another structure will be used to allow normal trash delivery and access to riser room to be used,

**RENTAL EQUIPMENT INSURED VALUE** - \$65,000.00

**START-UP** – Installation, start up, running will be done HVAC RNTL contracted crew

### CUSTOMER RESPONSIBILITIES

- Customer responsible for routine maintenance and daily operation of temp equipment.
- Compliance with all city codes, including pulling any required permits/licenses/etc.
- Confirming the application stated above is the application HVAC RNTL will see at the job site. Any changes to your application stated on this proposal could result in additional charges.
- The full acceptance of HVAC RNTL terms and conditions.
- **Any type of safety signage, including Fencing, Signs, Hazard Lights, Walkway barriers, security will be at owners expense.**
- **The customer must call or email that the rental is complete 48 hrs. in advance so that HVAC RNTL can log and check running machines. Rental stops when equipment arrives in HVAC RNTL Yard.**

- Fuel used and not replenished will be billed @ \$7.00 per gallon
- Planned Maintenance Service for rental generators is required every 250 hours of operation. Failure to provide this maintenance will result in additional charges.
- There will be a \$75.00 cleaning fee for any unit that is not returned the same way the unit was received.
- 25% restocking fee for any new units returned.
- 25% cancellation charge for any unit in route to customer destination.

**IMPORTANT NOTES**

- The minimum billing period is one Week (7 Days).
- Three days equals the weekly rate.
- Seventeen days, equals one month (28 Days).
- Three Weeks equals a month.
- Additional weeks will be invoiced at 1/3 the cost of the monthly rental rate.
- Additional months are invoiced at the previously specified monthly rental rate.
- The rental term begins when the equipment leaves HVAC RNTL and ends when it has been called off rent.
- Tax is not included on any HVAC RNTL quote. If tax exempt will need form attached to quote when sent.

**PAYMENT TERMS**

The first month's rental fee is due in advance with your "Purchase Order". Each additional month's rent is due on the first day of each rental period. Payment for services are due net upon invoice.

Forward your payment to:  
 HVAC RNTL, LLC  
 6029 W. Campus Circle Drive, Suite #100  
 Irving, TX 75063

Please call me at 512-560-7121 cell to discuss the details of this proposal.

This quotation will void after 30 days.  
 -Add to the prices quoted any sales tax payable on the transaction under any effective Federal or State statute.  
 -PAYMENT TERMS: Net 30 Days, Upon Receipt of Satisfactory Credit Information  
 -HVAC RNTL equipment will be supplied based upon approved quotation  
 -Insurance certificates and bonds can/will be provided upon request

**HVAC RNTL, LLC**

Authorized Acceptance

P.O. # \_\_\_\_\_

Required Delivery Date & Time \_\_\_\_\_

Site Address for Shipment \_\_\_\_\_

Brad Kenter  
 Account Manager

Site Contact Name and Number \_\_\_\_\_

## RENTAL MASTER TERMS AND CONDITIONS

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By accepting the Equipment upon delivery, the "Bill To" party on the front of this Invoice ("Customer") agrees with HVAC RNTL. ("Company") to these terms and conditions ("Terms"):

**Rental Charges and Taxes.** Customer will pay Company for use of the "Equipment" and "Accessories" ("Equipment") at the Rental Rate for the "Billing Days" (the "Rent"), as shown on the face of this Invoice. All Rental Rates are based on a 28 day month. Customer will also promptly pay when due all sales, use, property, excise and other taxes or assessments (whether federal, state or local), license or registration fees, other charges, and amounts in lieu of the foregoing (including interest and penalties thereon), however designated or levied, imposed on the Equipment, its use or rental excluding, however, taxes based on Company's income. The obligation to pay Rent and such taxes is without setoff and is absolute and unconditional under all circumstances. Customer is responsible for all costs and expenses of any kind whatsoever for the possession and use of the Equipment.

**Inspection:** Before Equipment is loaded for shipment to CUSTOMER's receiving point, the CUSTOMER may require an inspection thereof by a qualified inspector. If the CUSTOMER does not inspect the Equipment before it is loaded for transit, the CUSTOMER is conclusively deemed to have accepted that the Equipment is in good running order without broken or worn out parts and in a clean and unmarred condition. HVAC RNTL shall have the right at any time to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

**Delivery; Risk of Loss.** Company will have no liability for any delay in delivery or failure to supply Equipment. Customer shall bear the risk of all loss of or damage to the Equipment and loss of its use, whether caused by fire, flood, storm, accident, explosion, theft, wreck, act of God, hostilities, civil disturbance, strike, labor difficulties, machinery breakdown or any other cause whatsoever (each a "Loss") from the time the Equipment leaves the premises of Company and until it is returned to the possession of Company and accepted by it. There will be no abatement or reduction of Rent on account of any Loss. Customer will insure the Equipment against all risk of Loss in an amount at least equal to its replacement cost. If a Loss occurs, Customer shall be liable for the expense of repairing the Equipment, or if the Equipment cannot be repaired, then for an amount equal to the cost of purchasing similar Equipment from the manufacturer less the amount of any insurance or other recovery received by Company.

**Maintenance, Operation and Repair.** Customer will, at its expense, cause competent and qualified personnel to properly install, operate and maintain the Equipment in good operating condition, in accord with applicable instruction manuals, laws and regulations. Customer will not do or permit any act to be performed with the Equipment which would result in endangering or injuring persons or property in the vicinity of the Equipment or the premises where it is being used, create a safety hazard, or interfere with the normal and satisfactory operation or maintenance of the Equipment. Company is not responsible for service and repair arising out of Customer's negligence, including improper use, over-firing, inadequate fuel or electric power, damage to the Equipment, or neglect. Customer will promptly notify Company of any breakage or failure of the Equipment and Company will, in its sole discretion, replace the Equipment, make repairs or authorize repairs. Any parts furnished in the course of repairs will become part of the Equipment. Customer will keep and use the Equipment only at the "Ship To" location specified on the front of this Invoice and will not relocate or remove any Equipment without the prior consent of Company.

**Removal or Return of The Equipment; Quiet Enjoyment.** Customer grants to Company the right to enter any job or location for the purpose of inspecting or repairing the Equipment, or to remove Equipment on twenty-four hours' notice if Company deems the Equipment is at risk due to improper use, over-firing, inadequate fuel or electric power, damage, neglect, or as otherwise reasonably determined by Company. It shall be Customer's responsibility to notify Company when Equipment is no longer needed, at which time Customer will be advised how and where Equipment is to be returned. Customer will at its risk and expense promptly return the Equipment to Company at locations designated by the Company in the same condition as when delivered to Customer, ordinary wear and tear excepted. Prior to return, so long as Customer is not in default under these Terms, Company shall not interfere with Customer's possession and use of the Equipment.

**Ownership and Title; No Liens or Encumbrances.** The Equipment is and shall at all times be and remain the sole and exclusive property of Company, and Customer has no right, title or interest therein, except for the right expressly provided for here to use the Equipment in the normal operation of its business. Company is permitted to display notice of its ownership on the Equipment by means of a suitable stencil, label or plaque affixed thereto. Customer will not attempt to assign its rights to the Equipment, sublet the Equipment, or move the Equipment away from the "Ship To" job site without first obtaining Company's prior consent. The Equipment will remain personal property regardless of its attachment to real property. Title to the Equipment will at all times remain with Company and Customer at its expense will defend the title of Company and keep the Equipment at all times free and clear of all claims, levies, liens or encumbrances except those created by or arising through Company. Customer will not pledge, lend, create a security interest in, or sublet the Equipment without Company's prior written permission. Customer will give Company immediate written notice of any attachment or other judicial process affecting the Equipment and will take action at its expense to prevent any third party from acquiring an interest in the Equipment.

**Financing Statement.** Upon request, Customer will promptly execute and deliver financing statements in a form satisfactory to Company. Company and Customer specifically agree that this Agreement is intended as a true Lease and not as a security agreement, and any filing of a financing statement by Company is intended merely to protect the rights of Company.

**Warranties and Disclaimers.** Company warrants only that, at the time the Equipment is delivered to Customer, Company has the right to lease the Equipment to Customer. Customer acknowledges that it is not relying upon Company's skill or judgment to select or furnish Equipment suitable for its purpose or any particular purpose. All warranties are void if the Equipment has been subject to abuse or abnormal damage or use. Regardless of what representations may be contained in conversations, correspondence, labels, advertisements, owners manuals or warranty cards, Customer acknowledges that Company makes no warranty, express or implied, except the warranty provided in this section. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Liability Disclaimer, Indemnity and Insurance.** Company expressly disclaims liability for, and Customer will indemnify, hold harmless and defend Company (including its officers, directors, employees, agents and shareholders) against any claim, suit, liability, loss, damage (including indirect, consequential, special or punitive damages), lost profits or revenues, or expense of any kind (including attorney's fees) arising out of or caused, directly or indirectly, by: (1) the ordering, use, condition, performance, operation or transportation of the Equipment; (2) the inadequacy of the Equipment for Customer's purpose or any purpose; (3) a deficiency or defect in the Equipment or its component parts; (4) loss of use of the Equipment; (5) any loss of Customer's business; or (6) personal injury (including bodily injury or death) or property damage by reason of any act done, permitted to be done, suffered or omitted to be done by Customer in connection with the use of the Equipment, regardless of whether any of the aforesaid claims are based contract, tort, breach of warranty, product liability or otherwise. These indemnities survive termination of this agreement. Customer will carry liability insurance against any such liability in the sum of not less than One Million Dollars (\$1,000,000) per occurrence/annual aggregate for any and all bodily injury or property damage in such form and with such insurance companies as shall be satisfactory to Company.

**Reports.** Customer shall immediately notify Company in writing of each accident arising out of the alleged or apparent manufacture, function or operation of the Equipment, describing the time, place and nature of the accident, damage to property or Equipment, and names of the persons involved or injured, if any.

**Default and Remedies.** Any of the following will be a default by Customer: (1) failure to pay Rent when due; (2) failure to maintain liability insurance; (3) taking or permitting action to remove, sell, transfer, encumber, pledge, part with or sublet the Equipment; (4) the Equipment is attached, levied upon or seized; (5) irreparable damage, loss or destruction occurs to the Equipment; (6) bankruptcy or insolvency proceedings are commenced by or against Customer, or a receiver is appointed for the business of Customer; or (7) failure to perform Customer's agreements under these Terms. Upon the occurrence of Customer's default, Company may at its option take one or more of the following actions: (1) terminate this agreement for rental of the Equipment; (2) whether or not this Agreement is terminated, take immediate possession of any or all Equipment wherever situated and, for such purpose, enter onto any premises owned or controlled by Customer without liability for doing so; (3) terminate any outstanding option to purchase the Equipment; (4) sell, dispose of, hold, use or lease the Equipment as Company in its sole discretion may decide, retaining any surplus and holding Customer liable for any deficiency; or (5) purchase similar equipment from the manufacturer and recover the cost from Customer, less any insurance proceeds received by Company. Customer hereby waives notice and service of process and confesses judgment against it for any remedy provided herein. Customer remains liable for all unpaid Rent or other charges due under these Terms up to and including the day on which Company obtains possession of the Equipment. Customer is responsible for all legal fees and other costs and expenses resulting from the foregoing defaults or the Company's exercise of its remedies, including the costs of repossession, repair, storage, transportation and disposition of the Equipment, collection costs and attorneys' fees. No remedy is intended to be exclusive, and each remedy shall be cumulative and in addition to any other remedy provided for in these Terms or at law or in equity.

**Miscellaneous.** Governing Law and Civil Actions: The validity, interpretation and performance of this purchase agreement shall be governed and construed pursuant to the law to the State of Texas. Any dispute, controversy or difference arising between the parties, out of or in relation to or in connection with this purchase agreement, or the breach thereof, which cannot otherwise be settle between the parties shall be determined in legal proceedings, which shall be brought in the Circuit Court of Dallas County, located in Dallas, Texas. Each of the parties hereto expressly consents to the jurisdiction of this court. Judgements may be enforced in any locality.

**Payment.** All invoices are due, without setoff, 30 days after receipt. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Company harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of, or otherwise associated with the order or the products. In the event of a payment default, Customer will be responsible for all of Company's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees.

**Waiver of Jury Trial.** The parties hereto irrevocably and unconditionally waive, to the fullest extent possible, their right to a jury trial in any suit, action or proceeding on any matter arising from or relating to these Terms.

**TERMINATION OF THE AGREEMENT:** Should the CUSTOMER (i) fail to make payment in accordance with the terms of this Agreement and such failure shall continue for a period of five (5) days, (ii) become bankrupt, become insolvent or make an assignment for the benefit of its creditors (iii) fail to maintain and/or operate or to return the Equipment as provided by this agreement, (iv) fail to maintain insurance required herein, or (v) violate any material provision hereof, HVAC RNTL may, after three (3) days notice in writing of such event terminate this Agreement, take possession of the Equipment wherever it may be found without becoming liable for damages or for trespass, and, in addition to any other remedies HVAC RNTL may recover all rental due together with any damage for injury to the Equipment and all expenses incurred in returning and repossessing the equipment.