

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
TRAFFIC LIGHTS LEASE
(Street Smart Rentals, LLC)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds and are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Street Smart Rentals, LLC** (hereinafter "SSR"). Customer agrees to engage SSR as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents and Resolving Conflicting Terms: This Agreement constitutes the entire Agreement between the 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. SSR Rental Contract, dated August 10, 2021;
- B. This Williamson County Addendum; and
- C. Any required insurance certificates.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County’s terms and conditions taking precedence.

II.

No Agency Relationship: It is understood and agreed that SSR shall not in any sense be considered a partner or joint venturer with The County, nor shall SSR hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. SSR shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by SSR or failure to act relating to the services being provided.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in the contract relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

IV.

Compliance with All Laws: Customer and SSR agree to and will comply with any and all local, state or federal laws with respect to the services rendered under this Agreement.

V.

Payment: SSR will be compensated as set forth in SSR's Proposal, which is incorporated herein as if copied in full.

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 The County 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 The County 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 The County'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.

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ten (10) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: SSR agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of SSR which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. SSR agrees that Customer shall have access during normal working hours to all necessary SSR facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give SSR reasonable advance notice of intended audits. In no circumstances will SSR be required to create or maintain documents not kept in the ordinary course of SSR's business operations, nor will SSR be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that Customer does not agree to arbitration or waiver of right to trial by jury.

X.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XI.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be *to the extent authorized under Texas law* and shall follow Texas law without modifying the County's rights.

XII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

SSR:


Bill Gravell (Aug 18, 2021 08:08 CDT)

Authorized Signature

Date: Aug 18, 2021, 2021


Authorized Signature

Date: August, 12th, 2021

Street Smart Rentals, LLC
Representative: Amine Maher
Phone: (737) 226-7441
Email: amaher@streetsmartrental.com

ACCOUNT Williamson County
 CONTACT Andrew Higgins
 ACCOUNT # 16291
 CONTRACT # 231765
 DATE August 10, 2021

Billing Address

3151 Southeast Inner Loop
 Georgetown, TX, 78626

Shipping Address/Pickup Address

3151 Southeast Inner Loop
 Georgetown, TX, 78626

Contract Start	Contract End	Period Length	Periods	Po #
08/16/2021	12/15/2021	Full month	4	

Item Name	Item Details	Serial Number	Tracking #	Qty	Unit Price	Total
Portable Traffic Signal (Full size)	Portable Traffic Signal W/Traffic Detection			1	\$2,250.00	\$2,250.00
Portable Traffic Signal (Full size)	Portable Traffic Signal W/Traffic Detection			1	\$2,250.00	\$2,250.00
Portable Traffic Signal (Full size)	Portable Traffic Signal W/Traffic Detection			1	\$2,250.00	\$2,250.00
Portable Traffic Signal (Full size)	Portable Traffic Signal W/Traffic Detection			1	\$2,250.00	\$2,250.00
Rental Delivery (1x Charge)	Delivery to Williamson County, TX			1	\$0.00	\$0.00
Per Period Subtotal						\$9,000.00
Per Period Tax						\$0.00
Total Per Period						\$9,000.00
One-Time Charge w/Tax Total						\$0.00
Grand Total (\$9,000.00 * 4 (Periods) + \$0.00)						\$36,000.00

Notes and Comments

Rental quote for (2) Horizon SQ3 Portable Traffic Signals (4 signals trailers) W/ traffic detection doppler radar.
 Delivery and set up to Williamson County (Liberty Hill Middle School Four-way intersection at Ronald Reagan Blvd and Santa Rita Blvd, Georgetown, TX).
 Lead Time: 4 - 5 days landed.
 Customer will notify SSR when rental is complete.
 Customer is responsible for battery maintenance and any theft or damage to the equipment.
 Customer is responsible for breakdown of equipment when rental is complete.

SEE RENTAL TERMS AND CONDITIONS INCLUDED HERewith AND INCORPORATED HERE BY THIS REFERENCE WHICH, IN ADDITION TO ANY QUOTE OR SUBMITTAL, FORM THE BASIS OF AND SHALL BE CONSIDERED AN INTEGRAL PART OF THIS AGREEMENT BETWEEN THE PARTIES NOW AND MOVING FORWARD.

Prime Contractor/Owner Information

Please note the prime contractor, owner, and job location of the project that the equipment for whom the Equipment will be used.

Prime:

Owner:

Job location:

Terms and Conditions

The undersigned represents and warrants s/he read the Terms and Conditions included and incorporated into this rental contract and is of legal age, competent and has the authority and power to sign this Contract and be legally bound by such Terms and Conditions, understanding that this Contract is valid and enforceable once executed by the Lessee below.

Name: Williamson County

Signature:


Bill Gravell (Aug 18, 2021 08:08 CDT)

Title: County Judge

Date: Aug 18, 2021

Rental Agreement Terms and Conditions

1. **DISCLAIMER.** IN PROVIDING SERVICES AND FURNISHING EQUIPMENT AS PART OF THIS PROJECT, STREET SMART RENTALS, LLC ("SSR") RELIES ON THE NEEDS AND REQUIREMENTS AS CONTAINED IN THE PLANS AND SPECIFICATIONS PROVIDED FOR THE PROJECT (IF APPLICABLE). ALL PROVIDED MATERIALS, EQUIPMENT AND SERVICE WERE BASED UPON INFORMATION PROVIDED TO SSR. SSR HAS NOT INDEPENDENTLY VERIFIED THE ACCURACY OF THE INFORMATION.; THE SERVICES AND EQUIPMENT PROVIDED BY SSR SHALL BE CONSIDERED RECOMMENDATIONS, SUBJECT TO ACCEPTANCE AND APPROVAL BY THE DESIGNATED PROJECT ENGINEER ALONE.; BY PROVIDING SERVICES, SSR IS NOT PROVIDING ENGINEERING SERVICES; SSR DOES NOT DESIGN, MANUFACTURE, TEST OR INSPECT THE EQUIPMENT SPECIFIED AND PROVIDED, OR THE SOFTWARE/ HARDWARE OR LOGIC, FOR THE PROJECT BUT MERELY SUPPLIES THE MATERIALS, EQUIPMENT AND COMPONENTS PER THE REQUEST/ SPECIFICATION PROVIDED.
2. **Force Majeure.** SSR shall not be liable for the consequences of any failure or delay in the performance of its obligations herein due to circumstances beyond its reasonable control, including but not limited to acts of God...
3. **Terms.** SSR ("hereinafter Lessor") hereby rents and leases to Williamson County ("Lessee") the Equipment ("Rental") listed in the Rental Contract, together, with all related tools, tires, attachments, additions, and accessories (collectively, the "Equipment") for the rental period described. The Rental Contract begins upon Equipment delivery to Lessor and/or the job location and continues until all Equipment is returned to Lessor and/or actual pickup of Equipment, and/or upon written communication with Lessor as set forth herein (the "Rental Period"), subject to all the terms and provisions contained in this Rental Contract (the "Contract"). During the Term, Lessor, on a non-exclusive basis, may rent Equipment to Lessee on multiple occasions which rentals will all be subject to the terms and conditions of this Contract regardless of the date of each ("Rental"). Rental rates are based on Rental Period described within Rental Contract/ or otherwise agreed to, quoted verbally or in writing, if Rental Period is shortened/ modified from original agreement. Lessor shall adjust rental rate in accordingly and Lessee will be required to pay the difference in rental rates (if applicable). In the event of a conflict between any Rental or other representation or writing and this Contract, the terms of this Contract shall govern.
4. **Lessee's Responsibilities.** Lessee shall pay all Rental rates and other charges per the Contract when due. Ownership of the Equipment shall remain with Lessor. Lessee shall: (a) ensure that all safety and operating information (e.g., manuals, log books, warning labels supplied, etc.) is made known to those who will operate or use the Equipment; (b) not alter or deface any part of the Equipment without consent;; and (c) (d) will not leave the key(s) in the ignition while the Equipment is unattended.
5. **Lessee Representations.** By renting Equipment from Lessor, Lessee represents and warrants that: (a) Upon delivery of Equipment: (ii) the Lessee confirmed the manuals, as specified by manufacturer, are included with Equipment; (iii) the Lessor reviewed the control functions with the Lessee upon written request; (iv) the Lessor reviewed the operating controls, safety devices, and manuals specific to Equipment with a qualified person or operator of Lessee who shall use Equipment, and who is of appropriate age, experience, and properly trained to use Equipment; and (v) the qualified person or operator of Lessee who shall use Equipment is familiarized with location, purpose, and function of all operating controls, safety devices, and manuals specific to Equipment; (b) prior to each use of Equipment, Lessee has or will inspect Equipment; (c) Equipment is fully operable and in good mechanical condition, free from defects, and fit for Lessee's intended use; and (d) any and all operators of Equipment are authorized by Lessee, and are competent, trained, qualified and licensed to operate Equipment; and (e) Equipment shall only be used for its intended purpose and used with appropriate equipment. Lessee acknowledges and agrees that Lessor has no control over the way Equipment is operated during the Actual Rental Period and that Equipment may be dangerous if used improperly or by untrained parties. Lessee represents and warrants: (i) Equipment will not be subject to neglect, carelessness, misuse, or abuse, including but not limited to, being overloaded or taxed beyond its capacity or be used for transportation, storage, use or removal of explosives or hazardous products or materials; (ii) Equipment will be: operated only by individuals who are not under the influence of drugs or alcohol or otherwise impaired and who are properly trained and qualified to use Equipment; used with protective equipment according to legal and industry standards, and in careful, proper and legal manner; used in compliance with all operational and safety instructions provided on, in or with Equipment, including the manufacturers specifications, and all federal, state and local laws, ordinances, rules, standards and regulations; and kept in a secure locations; (iii) Lessee will not remove Equipment from country in which equipment was delivered.. Lessee acknowledges that Lessee is solely responsible to obtain training that Lessee desires or deems necessary prior to the use of Equipment and Lessee disclaims any obligation or responsibility of Lessor to Lessee or any operator of Equipment.
6. **Lessee's Inspection and Waiver.** Lessee has inspected the Equipment upon delivery and finds it acceptable for its use. Lessor requires Lessee to provide photos of all equipment upon delivery and pick up. After inspection, Lessee must promptly notify Lessor regarding any concern with the Equipment within 24-hours of delivery and before use of the Equipment; otherwise, it will be presumed the Equipment was in good working order to Lessee's satisfaction, Lessee waiving any future objections.
7. **Insurance.** Lessee shall, at its cost, maintain the following insurance coverage to be in force during and including the entire Rental Period: a) general liability insurance/limits of no less than \$1,000,000 per each occurrence.\$2,000,000 in the aggregate; b) "All Risks" property insurance covering any loss or damage to the Equipment at replacement cost with new Equipment, without deduction for depreciation or wear or tear or, any deductible to be paid by Lessee; and c) workers compensation coverage and employers liability coverage on a primary basis for worker's compensation benefits incurred or claimed by Lessee's agent's, employees and representatives; d) Umbrella & Automobile Liability coverage for each accident of \$1,000,000; e) Inland Marine/ Leased Equipment insurance for all rented equipment (other than Truck Mounted Attenuators) for \$75,000; f) For vehicle and Truck Mount Attenuator rentals, Hired Physical Damage coverage with SSR as loss payee for up to \$115,000. All insurance required shall be primary, non-contributory, and name Lessor, **Street Smart Rentals, LLC 7526 4th Ave., Lino Lakes MN 55014**, as an additional, named insured. Lessee shall provide Lessor with Certificates of Insurance ("COI"); however, the failure of Lessor to demand a COI shall not void the requirement. The COI shall provide that any insurer affording coverage SHALL provide notice of any cancellation or decrease in coverage to SSR 30-days in advance of the effective date of any cancellation or decrease in coverage. Insurance example of required coverage shall be attached to this rental agreement if none attached please request from SSR.
8. **Lessee's Maintenance of the Equipment.** Lessee shall keep the Equipment clean and in good working order and condition and complete at its cost all routine maintenance and cleaning required, complying with the manufacturer's preventative maintenance guidelines. Lessee shall not alter or modify the Equipment.
9. **Condition of Equipment Upon Return.** Lessee shall return the Equipment, together with all accessories, literature, manuals, and components supplied, free from damage or defects, and in the same condition as when first delivered, excluding ordinary wear and tear. Ordinary wear and tear means normal deterioration due to reasonable use and shall not include damage due to: (i) improper maintenance; (ii) weather, wind, water or flood; (iii) collision, overturning, or improper operation; (iv); or (vi) alteration or modification of the Equipment.
10. **Right of Inspection and Repossession.** Lessee or its designee (including law enforcement) has the right to inspect the Equipment at any time anywhere during the Rental Period, including the right to take possession of and remove the Equipment without legal process or notice if (i) Lessee fails to comply with its obligations; or (ii) there is a permanent closure of the stored location of the Equipment (iii) any arm of any federal, state or local government declares an emergency, disaster or similar situation. Lessee waives any rights of redress or legal recourse Lessee might otherwise have due to such repossession. If Lessor is unable to repossess the Equipment, Lessor at its discretion, may bill Lessee for the entire value of the Equipment at the time of delivery to Lessee, in addition to rental fees already accrued and other costs hereunder, including reasonable attorneys' fees. Lessee shall pay for all costs and reasonable attorneys' fees incurred in furtherance of collection efforts and/or actions to recover possession of the Equipment.
11. **Payment.** Lessee shall pay Lessor all amounts due in full per Lessor's invoice. If Lessee has directed charges to be billed to another person and such person shall fail to make the required payments, Lessee shall be responsible. Untimely payments shall bear interest at the rate of 5% per month, or the maximum rate permitted by law, until paid in full. Lessee will pay Lessor all time and mileage, service, minimum, or other charges at the rates per this Contract. Lessor may retain the security deposit given to apply toward any amount due. Deposits shall be returned after all sums due Lessor are paid in full. **If a credit card is supplied by the Lessee to Lessor, Lessee grants Lessor the charge such credit card immediately and/or consecutively any sums due Lessor until paid in full, including without limitation any additional rental rates and/or charges incurred by Lessor for Lessee's failure to return the Equipment or loss or damage to the Equipment.**
12. **Return of Equipment.** Equipment shall be returned to the SSR facility from which it originated, during normal business hours at the expense of the Lessee. If the Equipment was shipped to Lessee, at the end of the Rental Term, or earlier if reasonably demanded by Lessor, Lessee agrees to safely retain, store and insure the Equipment, together with all tires, tools and accessories, at Lessee's location or elsewhere as agreed upon for up to 120-days, at no cost to Lessor, until arrangements are made for the return the Equipment.
13. **Default.** Lessee shall be in default under this Contract if: (a) Lessee fails to pay any amount owed when due; (b) makes any misstatement of material fact; and (c) fails to return the Equipment and in the condition as when delivered; (d) fails to perform anything required by this Contract; (e) fails to provide adequate insurance; (f) fails to provide adequate installation/ maintenance of Equipment according to manufacturer recommendations. Upon a default, then, in addition to all rights and remedies available to Lessor at law or in equity, Lessor has the right to terminate this Contract, and require Lessee to immediately pay Lessor the sum of the then-unpaid amounts due, all costs and reasonable attorneys' fees and collection costs incurred by Lessor in any of Lessor's collection efforts and/or actions to recover possession of Equipment, or to enforce any term of this Contract or to collect any sums of money, damages, or costs from Lessee herein,
14. **Damages.** Lessee is responsible for any damage or to the Equipment beyond that due to ordinary wear and tear arising out of the use and operation of the Equipment. Lessor shall immediately discontinue use of the Equipment upon observing any issues with the operation of the Equipment. If the Equipment is lost, Lessee shall notify Lessor within 24-hours of discovery. Lessee shall not permit or make any repairs to the Equipment without Lessor's express consent. If the Equipment needs repairs after use by Lessee, Lessee shall be responsible for the cost of repairs as determined by the Lessor and, if irreparable, for replacement cost of new equipment and all related costs incurred during the period necessary to replace the Equipment as well as any continuing rental charges per the Contract until the Equipment is replaced and restored to rental use. Lessor shall have sole discretion whether to repair or replace the Equipment.
15. **Assumption of Risk, Indemnification, Hold Harmless and Claims of Others.** Lessor agrees the Equipment and its operators are under its care, custody, and control of Lessee. **During the Rental Period, Lessee hereby assumes full and complete responsibility for all risks of loss, damages, including damages to the Equipment, liability, responsibility, demands, and claims of every type, nature, or kind, however arising, including for personal injuries, connected with or in any way related to this Contract or use, operation, or possession of the Equipment. To the extent permitted by applicable law, Lessee shall, and will, fully indemnify, release, acquit, defend (with counsel approved by Lessor), protect, forever discharge Lessor, and shall hold Lessor, its officers, agents,**

representatives and employees completely harmless, from and against any and all claims, lawsuits or legal action wherein assertions, or demands, are made or brought, and which seek or claim any form of recovery or entitlement for, injury, death, damages or loss of any nature, type or kind, or otherwise and in any manner connected with, arising out of or related to the use, operation or possession of the Equipment during the Rental Period. With respect to claims by employees of Lessee or its suppliers, the indemnity obligations created under this Section shall not be limited by the fact of, amount, or type of benefits or compensation payable by or for Lessee or its suppliers under any workers' compensation, disability benefits, or other employee benefits, acts or regulations, and Lessee hereby waives any limitation of liability arising from any workers' compensation or such other acts, statutes, or regulations. Lessee shall immediately notify Lessor, the local, state or federal authorities as required, and if applicable, and Lessee's insurers, property or liability, in the event of any occurrence, incident, theft, vandalism, accident, casualty, loss, death, injury, citation, fine, or other damages to person or property, occurs in connection with the possession, use and operation of the Equipment, and shall submit any and all copies of reports, processes, pleadings, notices or papers of any kind received or sent by Lessee regarding the same to Lessor. This provision shall survive the termination of this Contract and the end of the Rental Period.

16. **Damage Waiver.** A damage waiver equal to 15% of the gross rental rate may be charged to Lessee unless Lessee furnishes evidence of having appropriate insurance coverage (as identified above). The damage waiver shall not constitute insurance, and Lessee assumes the risk of all loss or damage to the Equipment as set forth in Section 11 herein. The damage waiver applies solely for Acts of God and normal wear and tear and shall not relieve or otherwise limit any of Lessee's responsibilities or obligations contained in this Contract. Lessee acknowledges that the damage waiver does not and shall not apply to any other loss or damage, which shall be the responsibility of Lessee, including but not limited to, theft, vandalism, or malicious mischief, excessive wear and tear or Lessee's breach of this Contract. The damage waiver is in effect until evidence of insurance is received by Lessor. Damage waiver amounts are refundable as credit for the sixty (60) days immediately preceding Lessor's receipt of evidence of insurance. All other damage waiver amounts invoiced before receipt of the evidence of insurance are not refundable.
17. **No Warranties.** LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT SHALL BE RENTED ON AN "AS-IS, WHERE IS" BASIS, WITH ALL FAULTS AND WITHOUT ANY RECOURSE AS TO OR AGAINST LESSOR. LESSOR DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY, ALL IMPLIED WARRANTIES OF ANY TYPE, PURPOSE OR KIND, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF OR IN TRADE, AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. ADDITIONALLY, LESSOR HEREBY DISCLAIMS ANY OF ITS OBLIGATIONS OR LIABILITIES ARISING FROM ANY STATUTE, WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE. LESSEE IS NOT RELYING ON ANY REPRESENTATIONS OF LESSOR THAT THE EQUIPMENT IS SUITED FOR LESSEE'S INTENDED USE, OR IS FREE FROM DEFECTS IN ITS DESIGN, MANUFACTURE, CAPACITY, MATERIALS USED, PERFORMANCE, OR WORKMANSHIP. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR ANY THIRD PARTIES DUE TO OR AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN OR ASSOCIATED WITH THE EQUIPMENT.
18. **Limitation of Lessor Liability and Damages to Lessee.** To the extent permitted by applicable law, and except for willful or wanton misconduct by Lessor, Lessor shall not be liable to Lessee under any legal theory whatsoever, whether in tort, negligence, strict liability, contract, breach of warranty, or otherwise, for any direct or indirect loss, incidental, exemplary, consequential, or statutory damages, arising in any manner whatsoever out of the use, operation and possession of the Equipment. LESSOR'S LIABILITY, IF ANY, ARISING OR CONNECTED TO ANY RENTAL DURING ANY RENTAL PERIOD SHALL BE LIMITED TO AND SHALL NOT EXCEED THE TOTAL RENTAL CHARGES AND FEES PAID OR TO BE PAID BY LESSEE FOR THE SPECIFIC INVOICED RENTAL OF THE EQUIPMENT, ANY OTHER SUMS ARE HEREBY DEEMED WAIVED BY LESSEE. LESSEE ACKNOWLEDGES THAT IT UNDERSTANDS THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE PARAGRAPHS 2A-503 AND 2A-508-522 AND ANY APPLICABLE STATE COUNTERPART PERTAINING TO A LESSEE'S RIGHTS AND REMEDIES AGAINST A LESSOR AND, TO THE EXTENT THE LAW ALLOWS, LESSEE AGREES TO WAIVE ANY AND ALL SUCH RIGHTS AND REMEDIES LESSEE MAY OTHERWISE HAVE, OR HAD, AVAILABLE. LESSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS, LIMITATIONS AND WAIVERS DEPRIVE IT OF AN ADEQUATE REMEDY AT LAW, DUE PROCESS, OR OTHERWISE OR CAUSE THIS CONTRACT TO FAIL IN ITS ESSENTIAL PURPOSE. LESSEE AND LESSOR HEREBY ACKNOWLEDGE AND AGREE THAT ANY WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS SET FORTH IN THIS CONTRACT HAVE BEEN NEGOTIATED, ARE FUNDAMENTAL AND MATERIAL ELEMENTS OF THE UNDERLYING BASIS OF THIS CONTRACT AND THE BARGAIN STRUCK AND ARE BY NO MEANS UNCONSCIONABLE.
19. **Taxes.** Lessee shall be responsible for all taxes imposed by applicable governmental authorities. If Lessee is exempt from the payment of any tax, Lessee shall promptly provide evidence of exemption to Lessor. Lessee shall pay all taxes until evidence of exemption is received and accepted by Lessor.
20. **Equipment Owned by Third Parties.** In the event the Equipment is the subject of a lease agreement with third parties, such as financial institutions and their successors and assigns (each, a "Third-Party Lessor"), Lessee acknowledges and agrees that all of its rights under the Contract in and to the Equipment, including Lessee's right to possession, are subordinate and subject to the rights and claims of Third Party Lessor against the Equipment, including but not limited to the right of Third-Party Lessor to take possession of Equipment, without any liability of the Third-Party Lessor to Lessee. In the event the Third-Party Lessor takes possession of the Equipment, but in no event shall any failure by Lessor to do so diminish, in any way, Third-Party Lessor's right to possession of Equipment.
21. **Charges.** If applicable, all mileage, time and other charges for the rental of the Equipment shall be calculated as follows: (a) metered time (based on the hour meter on Equipment) over eight (8) hours per twenty-four (24) hour day, forty (40) hours per seven (7) day week, and one hundred sixty (160) hour per twenty-eight (28) day month, is charged in addition to, the daily, weekly, or monthly rates; and (b) mileage charges, when applicable, shall be calculated using the odometer on the Equipment, in addition to time charges. Tollway charges are responsibility of the Lessee. Equipment fuel/fluids: The Equipment shall be provided to Lessee with a full tank of fuel and/or applicable fluids, and Lessee, at its expense, shall return the Equipment with a full tank of fuel and fluids. Lessor reserves the right to charge Lessee for all expenses incurred plus a fee of \$100 for equipment returned with less than full fuel /fluid tanks.
22. **Miscellaneous.** This Contract shall be construed and enforced in accordance with the laws of the State of Minnesota, excluding its conflicts of laws' principles. The parties agree that any action related to this Contract or subject matter thereof shall be brought and maintained only in the State and/or Federal Courts located in Anoka County, Minnesota, with the strict exception of foreclosure action(s) of mechanic or supplier liens by Lessor, which shall be brought and maintained in the Courts of the state where Equipment is rented and/or where the construction project is located. Handwritten changes to this Contract shall have no legal force. This Contract is incorporated into Lessee's Credit Application by reference, as if more fully set forth herein, irrespective of whether Purchaser executes Contract. Subject to the terms, conditions, representations, warranties, and promises to guaranty of Lessee's Credit Application, this Contract contains the entire understanding between Lessor and Lessee with respect to the subject matter herein.
23. **Lessor's Rights and Remedies.** Upon Lessee's default, the balance of all unpaid Base Rent, other charges owed by Lessee are deemed payable immediately, Lessor being entitled to the balance due together with interest at the rate of 5% percent per month from the date payment is past due to the date payment by Lessee. Lessee will reimburse Lessor for all costs and expenses, including reasonable attorneys' fees, incurred to collect monies due, and enforce Lessor's rights and remedies herein, together with interest at the rate of 5% percent per month from the date incurred. The remedies of Lessor will be cumulative to the extent permitted by law, and may be exercised partially, concurrently, or separately. The exercise of one remedy will not be deemed to preclude the exercise of any other. No failure of delay by Lessor to exercise any remedy or right under this Contract will operate as a waiver in any respect. Acceptance by Lessor of rent or other payments made by Lessee after default will not be deemed a waiver if Lessor's rights and remedies arising from Lessee's default.
24. **Lessor in Default.** Lessor shall not be in default or deemed to be in a breach of this Contract until it has or has been given a reasonable period and amount of time to cure the basis for the actual or claimed default. In no case, however, is or shall Lessor be liable due to seizure of the Equipment by order of governmental authority or any force majeure consisting of an event beyond its control.
25. **Terms Survive Contract.** All terms and provisions of this Contract that should by their nature survive the termination, regardless of reason, of this Contract shall so survive, including but not limited to all paragraphs establishing remedies, duties, indemnification, and waivers.
26. **Contract Survives Partial Invalidity.** If any provision of this Contract, or any portion thereof, or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Contract, or the remainder of any such provision, and the application of those provisions to any parties or under circumstances, will remain valid and in full force and effect.
27. **Assignment.** Lessor may assign the Contract or any rights arising under or by virtue of it at any time without Lessee's consent. In the event of any assignment, Lessor's assignee will have all the rights and remedies of Lessor as set forth in this Contract. Notwithstanding any sublease, sub-rent, assignment, or loan of or relating to the Equipment, Lessee's obligations shall not be modified, affected, or otherwise altered and all terms and conditions of this Contract shall continue to apply to Lessee.
28. **Original Signature Equivalents.** Digital, electronic, photocopy and faxed signatures hereon or herein shall be deemed the equivalent of originals and satisfactory, and legally binding, for all purposes.

Street Smart Rentals, LLC
7526 4th Ave.
Lino Lakes, MN 55014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
							MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY NJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY NJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>				AGGREGATE \$1,000,000
	DED. RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$500,000
	Inland Marine & Hired Phys Dmg						E.L. DISEASE - EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000
							Inland Marine Limits \$75,000
							Inland Marine Ded \$2,500
							Hired Phys Dmg Limits \$115,000
							Hired Phys Dmg Ded \$2,500

REQUIRED for Truck-Mount Attenuator rental.

REQUIRED for all equipment rental, excluding Truck-Mount Attenuators

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Required: 10 day Notice of Cancellation in favor of Certificate Holder must be in effect, Street Smart Rentals should be listed as loss payee in regards to equipment rented., Additional Insured in respects to General Liability & Auto Liability on a primary & non-contributory basis, Waiver of Subrogation/Transfer of Rights in favor of Street Smart Rental for General Liability and Auto Liability., Street Smart Rentals should be listed as Loss Payee on the Hired Physical Damage, With symbol 7, an auto ID must be presented to Street Smart Rental

CERTIFICATE HOLDER

Street Smart Rentals, LLC
7526 4th Ave.
Lino Lakes MN, 55014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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