

**MASTER RENTAL AGREEMENT AND
JOHNSON COUNTY CONTRACT TERMS
ADDENDUM TO RENTAL CONTRACT**

This Master Rental Agreement And Johnson County Contract Terms Addendum to Rental Contract, (hereinafter referred to as the "AGREEMENT") is between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY"), and ROMCO EQUIPMENT CO. (hereinafter referred to as "VENDOR"), collectively referred to as the "PARTIES", and is a master rental agreement and an addendum to the Rental Contract of Vendor between the Parties for the rental of equipment and together this AGREEMENT and the Rental Contract shall constitute the entire and complete contract between the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree and understand as follows:

1. This Agreement is to apply to each and every Rental Contract for the rental of equipment by County from Vendor after the date this Agreement is approved by the Parties and shall continue to be effective until APRIL 30 2018. A signed copy of this Agreement shall be attached to and become part of each Rental Contract between the Parties as though said copy of this Agreement were an original. In the event a signed copy of this Agreement is not attached to a Rental Contract, the Parties agree that the terms and conditions of the Agreement will apply to the Rental Contract as though said Agreement had been attached.
2. This Agreement is to clarify, limit, modify or delete terms and provisions of the Rental Contract and in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of those contractual provisions tendered to Johnson County in the Rental Contract, this Agreement shall control and amend the contractual provisions of the Rental Contract and any provisions in the Rental Contract to the contrary are hereby deleted.
3. This Agreement is being executed in order to facilitate County being able to rent equipment from Vendor on an "as needed" basis and that when a representative of County signs the Rental Contract upon taking possession of the equipment, the representative of County is acknowledging the tender or delivery of Vendor's equipment, the rate to be charged and the time period of the rental; however, the representative of County is not agreeing to or binding the County to any terms and conditions that conflict with this Agreement.
4. Each Rental Contract with a signed copy of this Agreement attached will be an effective agreement between the Parties upon the Purchasing Agent of County issuing a Purchase Order for the rental of equipment listed on the Rental Contract and a representative of County signing the said Rental Contract.

5. Either Party may cancel this Agreement by providing written notice to the other Party thirty (30) days prior to cancellation.
6. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement will be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision in the Rental Contract stating that County agrees to waive any right to trial by jury is hereby deleted.
7. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code § 16.070, as amended, and any provision in the Rental Contract to the contrary is hereby deleted.
8. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term in the Rental Contract which provides for such a claim is hereby deleted.
9. Under the Texas Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references in the Rental Contract of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
10. County is a political subdivision of the State of Texas, and therefore has certain governmental/sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act (Chapter 101, Texas Civil Practice and Remedies Code); therefore, any provisions in the Rental Contract requiring County to provide and maintain any insurance in excess of the statutory maximum limits are hereby deleted.
11. County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled; therefore any provisions in the Rental Contract to the contrary are hereby deleted.
12. County will provide property insurance covering the replacement (fair market value) cost of the equipment rented and will provide Vendor with a certificate of insurance.
13. County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions in the Rental Contract to the contrary are hereby deleted.

14. County does not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
15. County does not agree to waive any rights and remedies available to County under the Texas Deceptive Trade Practices-Consumer Protection Act; therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
16. Except for a heavy equipment tax, County does not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Rental Contract, the equipment or its use; therefore, any provisions in the Rental Contract to the contrary are hereby deleted.
17. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:
 - a. the date the governmental entity receives the goods under the contract;
 - b. the date the performance of the service under the contract is completed; or
 - c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as 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. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions in the Rental Contract to the contrary are hereby deleted.

18. To the extent, if any, that any provision in this Agreement is in conflict with Chapter 552 of the Texas Government Code (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, 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.
19. Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement. Each representative whose signature appears

on this Agreement represents and does hereby certify that they have the authority to enter into this Agreement for their represented Party.

APPROVED AS TO FORM AND CONTENT:


JOHNSON COUNTY:



Roger Harmon
County Judge

4/10/17
Date


Attest:


County Clerk Johnson County



4/10/17
Date

VENDOR:


Authorized Representative
Printed Name: CRAIG BURRENT
Title: CFO

3/17/2017
Date



ROMCO EQUIPMENT CO.

RENTAL AGREEMENT

P.O. Box 560248
Dallas, Texas 75356-0248

3900 Halifax Street
Dallas, Texas 75247

LEASE DATE:
LEASE NO:

RENTED TO: (Customer No.) SHIPPED TO: (Job Name or Number)

Table with columns: CUSTOMER ORDER NO., DATE SHIPPED, DATE RETURNED, F.O.B. POINT, ROMCO SALESMAN, QTY, DESCRIPTION, SERIAL NUMBER, RENTAL RATE LESS SALES/USE TAX, INSURANCE VALUE

RENTAL PERIOD STARTS: Rental begins on the day the machine leaves ROMCO and ends on the day it is returned. No allowance will be made for weather, holidays, time in transit, or any period of time the equipment may not be in actual use while in Customer's possession.

USAGE RATES ARE FOR SINGLE SHIFT USE: Rental rates are for normal and reasonable use (up to 8 hours per day, 40 hours per week, or 176 hours per month/4 week period) and will be increased proportionately for any greater use.

ALL RENTALS ARE DUE IN ADVANCE OF RENTAL PERIOD

GUARANTEED LEASE PERIOD: Customer will rent for a minimum of days weeks months.

ROMCO REQUIRES YOU (the customer) to provide GENERAL LIABILITY INSURANCE with a minimum coverage of \$1,000,000.00. INSURANCE AGENCY NAME PHONE #

CUSTOMER TO PROVIDE ALL RISK INSURANCE NAMING ROMCO AS PAYEE WITHIN 5 DAYS INITIAL
CUSTOMER TO PURCHASE LOSS DAMAGE WAIVER FROM ROMCO INITIAL
FEE FOR LOSS DAMAGE WAIVER IS 12% OF THE DAILY, WEEKLY OR MONTHLY RENTAL RATE.

WARRANTY DISCLAIMER: ROMCO EXTENDS NO WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, CONDITION, QUALITY, DESIGN, DURABILITY, OR SUITABILITY OF SUCH EQUIPMENT ARE DISCLAIMED. ROMCO WILL NOT BE LIABLE FOR ANY COST DUE TO DOWN TIME OF EQUIPMENT.

SUBJECT TO ROMCO'S ACCEPTANCE. This rental contract is subject to acceptance by ROMCO and will not be binding upon ROMCO until signed by ROMCO'S authorized representative.

WE AGREE TO ALL TERMS AND CONDITIONS SHOWN ON THE BACK AND FRONT OF THIS RENTAL CONTRACT WHICH WE HAVE READ AND THOROUGHLY UNDERSTAND. BY ACCEPTING DELIVERY OF RENTED EQUIPMENT, WE ACKNOWLEDGE THAT WE HAVE RECEIVED IN GOOD ORDER ALL RENTED ITEMS AND OTHER GOODS LISTED ON THE FACE OF THIS CONTRACT. WE ALSO ACKNOWLEDGE RECEIVING A COPY OF THIS LEASE.

THE UNDERSIGNED AUTHORIZES ROMCO EQUIPMENT CO. TO FILE UCC-1'S (FINANCING STATEMENTS) AND UCC-3'S (CONTINUATION STATEMENTS) WITHOUT HIS/HER SIGNATURE

LESSOR: ROMCO EQUIPMENT CO. (ROMCO)

LESSEE:

BY: LOIS MACE
TITLE: RENTAL BILLING COORDINATOR

BY: County Judge
TITLE: County Judge

DATE SIGNED BY ROMCO:

DATE SIGNED BY CUSTOMER: 4-10-17

TITLE TO EQUIPMENT RENTED TO CUSTOMER IS AND SHALL REMAIN VESTED WITH ROMCO. THIS RENTAL CONTRACT CONVEYS NO TITLE TO CUSTOMER

1. ROMCO'S Obligations:

- A. If customer accepts equipment, and then for any reason is not satisfied with the equipment, the customer's exclusive remedy will be to return the equipment to Romco and to terminate this agreement. In such event, Customer will be responsible for the transportation charges and for the minimum guaranteed lease period.
- B. ROMCO's maximum liability to customer for any claim will not exceed the value of the rental period that the equipment is in the customer's possession. Customer will not be entitled to recover consequential or incidental damages.
- C. ROMCO will use reasonable care to see that the equipment is in good operating condition before shipment.
- D. ROMCO will notify customer within a reasonable time after return of equipment if any damages (other than normal wear and tear) will be charged to customer.

2. CUSTOMER'S RESPONSIBILITIES – CUSTOMER AGREES TO:

- A. Inspect equipment for damage in transit and note it on bill of lading before receiving and accepting equipment from any carrier, or be responsible for the cost of repairs of said equipment.
- B. Notify ROMCO in writing of any problems with the equipment upon receipt. Upon notification of a problem, ROMCO has the right at its option to either cancel the lease or repair or replace equipment. Use of the equipment constitutes a full and complete acceptance by customer.
- C. Maintain the equipment along manufacturer's guidelines including servicing the equipment at recommended intervals.
- D. Return the equipment with no damage to the tires except normal wear and tear or be responsible for the cost of replacement.
- E. Provide proof of GENERAL LIABILITY INSURANCE with a minimum coverage of \$1,000,000 and will provide proof of INLAND MARINE "ALL RISK" INSURANCE for the insured value of equipment listed above covering all loss and damage of the equipment which is the result of any casualty including but not limited to coverage for fire, vandalism and malicious mischief, extended coverage, theft and upset and overturn, whether such loss and damage is caused by act of God or otherwise. ROMCO will be named as "LOSS PAYEE".
- F. To notify ROMCO in the event of accident to or breakage of the equipment. ROMCO will repair the equipment at the customer's expense or will approve repairs made by a third party. Rent will continue to accrue while repairs are being made.
- G. Customer agrees to service and steam clean equipment before returning to ROMCO, or to pay for the service and cleaning if provided by ROMCO.
- H. Pay all legal assessments, sales or use taxes or public charges assessed against the equipment including personal property taxes.
- I. Provide ROMCO with the exact location of all equipment covered by this rental agreement and will notify ROMCO of any change of location from the ship to address above and will notify ROMCO if any levy is attempted against the equipment. ROMCO shall have the privilege at all times of entering any job, building or location where the above equipment is being used or stored for the purpose of inspection and reserves the privilege of removing said equipment on twenty-four hours notice if it is being overloaded, taxed beyond its capacity, or in any manner abused or neglected.
- J. Pay all rental, service and part invoices when they are due. Payments will be made at Dallas, Dallas County, Texas, USA
- K. Deliver equipment to ROMCO if any of the provisions of this lease are violated and ROMCO demands the return of the equipment
- L. Customer acknowledges receiving an instruction manual governing safe operation of this equipment and agrees to operate this equipment in accordance with that manual and further agrees to use equipment only for the purpose recommended by the manufacturer.

- 3. DEFAULT – If customer shall fail to make any lease payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against it proceedings under any insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any of the provisions of this agreement, or any attachment, execution or writ of process is levied against the Equipment or any of Customer's property, or if for any reason ROMCO deems itself insecure or the Equipment unsafe, Lessee agrees to deliver the Equipment to ROMCO on demand, in the event the Customer fails to deliver the Equipment to ROMCO, ROMCO or its agents may, without notice, enter the premises or job location occupied by the customer without being a trespasser thereon and render the Equipment inoperative or take possession of and remove said Equipment without process of law. In the event of such default, Customer agrees to pay all minimum rentals and other rentals due, damages for the injury to the Equipment, costs of removal of the Equipment from the possession of the Customer, freight charges, transportation charges, and other charges incurred in such removal and return to ROMCO at its place of business. In addition, ROMCO shall further have all the rights and remedies provided by the Business & Commerce Code of the State of Texas. In the event ROMCO employs an attorney to enforce its rights and remedies hereunder, Customer will pay to ROMCO a reasonable sum for ROMCO'S attorneys' fees.
- 4. After the expiration of the minimum rental period this lease may be terminated by ROMCO by making demand for the return of the equipment or by the customer by returning the equipment to ROMCO.
- 5. Customer will not assign, sell, sublet, encumber, or otherwise transfer this lease or the equipment without ROMCO'S written permission.
- 6. This lease constitutes a final written expression of terms of this agreement. Any binding modifications shall be in writing.
- 7. Dallas, Texas is the place of making of this lease, and any and all disputes shall be settled or attempted to be settled only in Dallas, Texas. The law of the State of Texas will apply to this lease. To the extent any provision or clause in this Lease is prohibited by a law or is deemed unenforceable, such prohibition or unenforceability shall not invalidate any of the remaining provisions or clauses hereof.
- 8. ENTIRE UNDERSTANDING. ROMCO'S SALESMEN AND / OR ANY OTHER EMPLOYEE OF ROMCO MAY HAVE MADE ORAL OR WRITTEN STATEMENTS ABOUT THE EQUIPMENT DESCRIBED IN THIS LEASE. SUCH STATEMENTS DO NOT CONSTITUTE WARRANTIES, WILL NOT BE RELIED UPON BY THE CUSTOMER AND ARE NOT A PART OF THIS LEASE. THE ENTIRE UNDERSTANDING OF THE PARTIES IS EMBODIED IN THIS LEASE. THIS LEASE SIGNED AND DATED BY BOTH PARTIES CONSTITUTES A FINAL WRITTEN EXPRESSION OF TERMS OF THIS AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. EVIDENCE OF COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE SHALL NOT BE ADMITTED INTO EVIDENCE IN ANY LAWSUIT IN AN ATTEMPT TO EXPLAIN THE MEANING OF ANY TERM IN THE LEASE.
- 9. Customer acknowledges that he is a business consumer with knowledge and experience in financial and business matters that enable him to evaluate the merits and risks of this transaction. Customer, therefore, expressly waives the provisions of the Texas Deceptive Trade Practices / Consumer Protection Act.