

APR 2 4 2023

## **AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: <u>4/17/23</u>	Annrove
Meeting Date: <u>4/24/23</u>	Approve
Submitted By: Ralph McBroom	
Department/Office: Purchasing	
Signature of Director/Official:	
Agenda Title:  Approval of Master Rental Agreement for rental of equipment	
Public Description (Description should be 2-4 sentences explaining to the Court and what action is recommended and why it is necessary):	the public
Consider and approve Master Rental Agreement and Johnson County C	
Terms Addendum to Rental Contract and ABS Rental, Inc. Rental Agre	
for rental of equipment.	
(May attach additional sheets if necessary)	
Person to Present: Ralph McBroom	
(Presenter must be present for the item unless the item is on the Consent Ag	
Supporting Documentation: (check one) PUBLIC  CONFIDENTI	AL
(PUBLIC documentation may be made available to the public prior to the M	eeting)
Estimated Length of Presentation: 5 minutes	
Session Requested: Action Item (Action Item, Workshop, Consent,	Executive)
Check All Departments That Have Been Notified:	
County Attorney IT Purchasing V Auditor	
Personnel Public Works Facilities Management	
Other Department/Official (list)	

Please Inter-Office All Original Documents to County Judge's Office Prior to Deadline & List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email

## 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 Solvental English (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 AGREEEMNT and the Rental Contract shall constitute the entire and complete contract between the Parties.

NOW, THEREORE, 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 2-30 20 24 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.

MASTER RENTAL AGREEMENT AND JOHNSON COUNTY CONTRACT TERMS ADDENDUM TO 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 31<sup>st</sup> 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:

Christopler Boedeker County Judge

4-24-23 Date

VENDOR:

ABS Bental INC.
Authorized Representative
Printed Name: Leo Hernandez

Title: Owner

## A.B.S. Rentals, Inc.

TIME AND DATE PRINTED

1822 North Main Cleburne, TX 76033 817-641-0408 817-558-1803-Metroline STORE HOURS: MONDAY - FRIDAY 7:00 - 5:00 SATURDAY 7:00 - 2:00





NAME			PHONE		DRIVERS LIS	BENSE NO.		CONTRACT NO.
RENTIN	NG FORVATT.	JOB DESCRIPTION				ALITO LICENSE NO.		
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 CREDIT OR REPLACEMENT ADJUSTMENTS WILL BE MADE FOR ITEMS FOUND DEFECTIVE ONLY IF WE ARE NOTIFIED WITHIN ONE HALF HOUR OF OCCURRENCE.

 IF A CLEANING DEPOSIT HAS BEEN LEVIED, IT WILL BE REFUNDED ONLY IF IN OUR OPINION THE ITEM WAS RETURNED CLEAN.
 OVERDUE RATES FOR EQUIPMENT RENTALS ARE COMPUTED @ 1/6 THE DAILY RATE FOR EACH HOUR OVER 24.

RENTER'S SIGNATURE BELOW BINDS RENTER TO THE TERMS & CONDITIONS ON THE BACK SIDE OF THIS CONTRACT.

A \$20 to CHARGE WILL BE MADE FOR EACH RETURNED OF

X

PLEASE READ THE ABOVE BEFORE SIGNING.

RENTER'S SIGNATURE

A.B.S. Rentals, Inc., a Texas corporation hereinafter called "Lessor," hereby rents and leases to the undersigned hereinafter called "Lessoe," and Lessee hereby rents and leases from the Lessor the following personal property equipment and articles, hereinafter collectively referred to as "Equipment," and subject to the following terms and conditions:

- That the above listed equipment has been received by Lessie
- b. Lessee agrees that he has been afforded an opportunity to carefully inspect and test the equipment being rented. Lessee additionally acknowledges that he has been given the right to further inspect and test said equipment prior to leaving the Lessee's premises. Upon Lessee's removing the equipment from the premises of the Lessee's accepting delivery of the aquipment from the Lessee, it shall be conclusively presumed that Lessee has, in last examined the equipment and has found it to be in good working order and accepts said equipment in an "as is" condition.
- c. That upon termination of this lease agreement the Lessee shalf immediately return the rented equipment and all attachments and parts belonging thereto, to the place of business of said Lessor the A.B.S. Rentals, inc. in same condition as received, ordinary wear and tear and depreciation excepted, and Lessee further agrees to pay for any damage resulting from said equipment while same is in Lessee's possession or under Lessee's control, actual or constructive.
- d. It is understood and agreed that said equipment is lessed to Lessee by Lessor and will be used by the Lessee at the designated address for the stated period and solely for the purpose for which said equipment was manufactured and intended, it is further understood and agreed that said equipment will not be removed from the address herein listed for use at any other address without the express consent of the Lessor.
- e. In the event the Lessee desires to extend this lease beyond the expiration date originally agreed upon, it is understood and agreed that the Lessee shall immediately notify the Lessee of said desire and obtain Lesser's express approval and terms for said extension. Lessee agrees that if any of said equipment is lost, stolen or accidentally destroyed. Lessee will immediately notify Lessor of same and will furnish Lessor with proper affidavits, satisfactory to Lessor, covering the facts of such loss, their or accidental destruction. The Lessee agrees that he shall be responsible for and pay the rental rate provided for herein for any such lost, stolen or accidentally destroyed equipment from the date of occurrence of said loss, their or accidental destruction until Lessor is notified of such loss, their or accidental destruction as provided for herein.
- I. WARMING! Failure to return said equipment can, in certain circumstances, be considered a theft, resulting in a criminal prosecution. Failure to return such acquired equipment on demand may constitute an act of theft and may be prosecuted under all applicable statutes whether or not said equipment is subsequently recovered. Lessor's sole discretion may report property stolen if heid five (5) days beyond "Due In" date. Lessor at Lessor's sole discretion, may revert all charges to the daily rate if any monthly statement or invoice is not promptly paid. Lessor will not refund on any term out over thirty (30) minutes. Lessor will extend credit for like amount on any item providing Lessee uses this credit within a period of lifteen (15) days from the out date of contract.
- g. In the event of any breach of this lease by Lessee, or failure of Lessee to pay any rental or any other charge when due or insolvency or bankruptcy of Lessee, or failure of Lessee to perform any promise, agreement, covenant, or condition on Lessee's part, Lessor or his agent shall be permitted, and they are hereby authorized to go to Lessee's or any other person's property and retake the leased equipment without giving Lessee notice and without legal process. Lessee does hereby grant unto Lessor or Lessor's agent permission to come onto any property wherein said equipment is located for the purpose of retaking it except that the Lessor shall not enter on the Lessee's premises unlawfully or commit any breach of the peace in possession of the goods. Lessee further agrees to pay any end all costs and expenses incurred by the retaking of said equipment from any party or from any location.
- h. The exact manner in which this equipment will be used in the trade or occupation of the user and the qualifications or lack of qualifications of the user and the equipment or lack of equipment of the user are beyond the control of the Lessor, Lessor, therefore, expressly disclaims any responsibility for Lessee's compliance or failure to comply with Q.S.H.A. and/or any other governmental safety or health regulations or standards.
- i. The operation of any leased vehicular equipment by any driver under 21 years of aga is strictly prohibited.
- j. Lessee agrees to pay interest at the highest rate permitted by law or at the rate of eighteen percent (18%) par anners, whichever is lesser upon all delinquent accounts, and further agrees to pay upon demand, all reasonable collection costs and attorney less incurred in collection of this account.
- k. The rental rate starts when equipment leaves the Leason's facility and stops when it is returned to such facility, the allowance is made for Saturdays, Sundays, holidays or time in transit or for any period of time said equipment is not in use when in Leasae's possession.
- I. Rates on those items that have time clocks are based on one sta-hour shift in a twenty-four hour period.
- m. It is understood and agreed by and between the said Lessee and Lessee will immediately decontinue the use of any said equipment should said equipment, at any time, while in the Lessee's possession or under Lessee's control, become unsafe or in a state of disrapair, and will immediately notify Lesser of said facts and the Lesser, in consideration of the mutual covenants herein contained, agreed that Lesser will, with reasonable dispatch after receiving said notice, replace said equipment with other equipment in good working condition.
- n. Lessor's failure, at any time, to require strict performance by Lessee of any of the provisions hereof shall not waive or district lessor's right thereafter or with any other provisions hereof. Waiver of any default shall not waive any other default. Lessor's order hereofer are cumulative and are not atternative. No representations, warranties, promises, guarantees or agreements, oral or written, express or implied, have been made by Lessor with respect to this lease of equipment, except as expressly provided herein. This lease represents the entire agreement between the perses hereto and day not be amended except by the express consent of the Lessee and Lessor or their representatives.
- c. Lessor shall provide an automotive liability insurance policy for the benefit of Lesses with limits of coverage equal to in excess of statutory requirements for public liability and property damage. Said insurance shall be excess insurance over and any other liability insurance coverage available to Lessee, applicable after coverage under such other available insurance. THIRD PARTY PROTECTION. Anyone authorized by this agreement to drive vehicle is covered by an automobile liability insurance policy AGAINST LIABILITY TO THIRD PARTIES ONLY (NOT INCLUDED TO EXTENT PERMITTED BY LAW, ANY OF SUCH DRIVER'S PAMILY MEMBERS RELATED BY BLOOD, MARRIAGE, OR ADOPTION RESIDING IN THEIR HOUSEHOLD), for bodily injury, death or properly damage caused by or arising from use or operation of vehicle as permitted by this agreement. The amount of coverage provided under the agreement is equal to the minimum financial responsibility limits established by the Financial Responsibility law or other applicable statute ("Statutory Limits") of the state or other jurisdiction in which vehicle was rented. Protection nersunder shall automatically conform to basic requirements of any mandatory "No Fault" law which may be applicable. This coverage shall be excess over any other collectible insurance available to the Lansee.
- p. Lessee shall indemnify and hold harmless from all fines, penalties, forfeitures, and disabilities arising from use of the rented vehicle and imposed by any federal, state, county and municipal statute and law or insurance policy provision.
- q. Lessee shall immediately report any accident to Lessor and deliver to Lessor or its insurer, it so wanted by Lessor, every process, pleaping, notice or paper of any kind received by Lessee or any driver of the vehicle relating to any claim, suit or proceeding connected with any accident or event involving the vehicle. Neither Lessee nor any driver of the vehicle shall aid or abet the assertion of any such claim, suit or proceeding and shall cooperate fully with Lessor and its insurer in investigating and detending the same.
- r. Lessee shall defend, indemnity and hold harmless Lessor from and against any and all loases, ashillibes, damages, injuries, claims, demands, cost and expenses, arising out of or connected with the possession or use of the vehicle during the rental larm (except input covered by the insurance provided harein by Lesson).
- s. Lessor shall not be liable for loss or damage of any property of Lessoe or any other person which may have been in or on the vehicle either before or after the return to Lessor whether or not related to the negligence of Lessor or its agents, servants or employees. Lessee shall assume all risk of such loss or damage, waive all claims therefor against Lessor and defend, indemnify and hold Lessor harmless from all claims assign out of such loss or damage.
- t. If any clause, provision or paragraph of this agreement is found to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the remainder of this agreement and this agreement shall be governed by the laws of the State of Texas.
- DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, LESSEE'S SOLE REMEDY FOR ANY FAILURE OF, OR DEFECT IN EQUIPMENT, SHALL, BE THE TERMINATION OF THE RENTAL CHARGES AT THE TIME OF FAILURE, PROVIDED THE EQUIPMENT IS RETURNED TO LESSOR'S TAKING WITHIN 24 HOURS FROM THE TIME OF DEFECT, LESSOR SHALL NOT BE RESPONSIBLE TO LESSEE OR ANY AGENT OR EMPLOYEE OF LESSEE OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE OR INJURY OF ANY AND EVERY NATURE WHATSOEVER, INCLUDING ANY SPECIAL OF CONSEQUENTIAL DAMAGES CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE RENTAL OF SAID EQUIPMENT, THE OPERATION OR USE OF SAID AND ALL COSTS, EXPENSES, CLAIMS OR JUDGMENTS, INCLUDING REASONABLE ATTORNEY FEES, INVESTIGATION COSTS, DEFENSE EXPENSES AND COURT COSTS, FOR OR ON ACCOUNT OF ANY PERSONAL INJURIES OR PROPERTY DAMAGE SUSTAINED BY ANYONE. WHILE LESSEE HAS POSSESSION, CUSTORY OR CONTROL OF THE LEASED EQUIPMENT, ARISING OUT OF THE USE OR MISUSE OF THE EQUIPMENT HEREIN LEASED OR ARISING OUT OF THE LESSOR'S NEGLIGENCE OR FAILURE TO WARN OR FROM ANY OTHER CAUSE OR CONTRIBUTING CAUSE.
- V. THE LESSEE WILL NOT DISPOSE OF ANY EXPENDABLE EQUIPMENT OF ITEMS (SUCH AS OIL) IN VIOLATION OF ANY STATE OR FEDERAL REGULATIONS OR IN VIOLATION OF ANY LAWS RELATING TO THE ENVIRONMENTAL PROTECTION AGENCY OF THE STATE OR FEDERAL GOVERNMENT.

## A.B.S. Rentals, Inc.

on the face hereof.

1822 North Main Cleburne, TX 76033 817-641-0408 817-558-1803-Metroline STORE HOURS: MONDAY - FRIDAY 7:00 - 5:00 SATURDAY 7:00 - 2:00





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A DAY RATE CONSISTS OF 24 HOURS TIME OUT OR 8 HOURS TIME USED, WHICH EVER COMES FIRST ON MACHINES EQUIPPED WITH HOUR METERS.

PLEASE READ THE ABOVE BEFORE SIGNING.

1.	CHARGES ARE FOR PORTAL TO PORTAL TIMEOUT, NOT TIME USED, INCLUDING ANY PERIOD A.B.S. RENTALS IS CLOSED.
-	CHERT OF BEDI ACCUENT AR MOTHER TO WILL BE MADE FOR ITEMS FOUND DEFECTIVE ONLY

- 2 CREDIT OR REPLACEMENT ADJUSTMENTS WILL BE MADE FOR ITEMS FOUND DEFECTIVE ONLY IF WE ARE NOTIFIED WITHIN ONE HALF HOUR OF OCCURRENCE.
- IF A CLEANING DEPOSIT HAS BEEN LEVIED, IT WILL BE REFUNDED ONLY IF IN OUR OPINION THE ITEM WAS RETURNED CLEAN.
- 4. OVERDUE RATES FOR EQUIPMENT RENTALS ARE COMPUTED @ 1/6 THE DAILY RATE FOR EACH HOUR OVER 24.
- 5. RENTER'S SIGNATURE BELOW BINDS RENTER TO THE TERMS & CONDITIONS ON THE BACK SIDE OF THIS CONTRACT.

RENTER'S SIGNATURE					

A.B.S. Rentals, Inc., a Texas corporation hereinafter called "Lesses" and Lesses from the Lessor the following personal property equipment and smicles, hereinafter collectively referred to as "Egispment" and subject to this following terms and conditions:

- a. That the above I stad educement has been received by Loprice
- b. Lessee agrees that he has been afforded an opportunity to carefully inspect and rest the equipment being rented. Lessee additionally acknowledges that he has been given the right to further inspect and lest said equipment prior to leaving the Lesse's premises. Upon Lessee's removing the equipment from the premises of the Lesser or upon the Lessee's accepting delivery of the equipment from the Lessei, it shall be consistively presumed that Lessee has, in fact examined the equipment and has found it to be in good working order and accepts said equipment and has found it to be in good working order.
- That upon termination of this lease agreement the flessee shall provide by return the sented equipment and all attachments and parts belonging thereto to the place of business of said Lesser the A.B.S. Rentals, Inc. in same condition as received, ordinary wear and tear and depreciation excepted, and Lessee further agrees to pay for any damage resulting from said equipment white same is in Lussee's possession or under Lessee's control, actual or constructive.
- d. It is understood and agreed that said equipment is leased to Lessee by Lessor and will be used by the Lessee at the designated address for the stated period and solely for the purpose for which said equipment was manufactured and intended. It is further understood and egreed that said equipment will not be removed from the address herein listed for use at any other address without the express consent of the Lessor.
- e. In the event the Lessee destres to extend this lease beyond the expiration date originally agreed upon, it is understood and agreed that the Lessee shall immediately notify the Lessee agrees that if any of said equipment is lost, stolen or accidentally destroyed. Lessee will immediately notify Lessee and obtain Lessor express approval and terms for said extension. Lessee agrees that if any of said equipment is lost, stolen or accidentally destroyed accidentally destroyed accidental destruction. The Lesses agrees that he shall be responsible for and play the rental rade provides to less or accidentally destroyed aculprises from the date of occurrence of said loss, their or accidentally destroyed until lesses a position of such that is accompanied for the lessee.
- I. WARNING! Failure to return said equipment can, in certain dicturistances, be considered a their, resulting in a criminal prosecution. Failure to return such acquired equipment on demand may constitute an act of their and may be prosecuted under all applicable statutes whether or not said equipment is subsequently recovered. Lessor, at Lessor's sole discretion, may revert all changes to the daily rate if any morthly statement or invoice in not promptly paid. Lessor will not return on any item out over thiny. (30) minutes. Lessor will extend credit for like amount on any term providing Lessee uses this credit within a period of titleen (15) days from the out date of contract.
- g. In the event of any breach of this lease by Lassee, or feiture of Lessee to pay any cental or any other charge when due or insolvency or bankruptcy of Lessee, or feiture of Lessee to perform any promise, agreement, covenant, or condition on Lessee's part, Lessor or his agent shall be cermitted, and they are nereby authorized to go to Lessee's or any other person's property and retake the lessed equipment without giving Lessee notes and without legal process. Lessee does hereby grant unto Lessor or Lessor's agent permission to come onto any property wherein said equipment is located for the purpose of retaking it except that the Lessor shall not enter on the Lessee's premises unlawfully or commit any breach of the peace in possession of the goods, Lessee further agrees to pay any and all coars and expenses incurred by the retaking of said equipment from any party or from any location.
- The exact manner in which this equipment will be used in the trade or occupation of the user and the qualifications or lack of qualifications of the user and the equipment of the user are beyond the control of the Lessor, Lessor, therefore, expressly disclaims any responsibility for Lessee's compliance or failure to comply with O.S.H.A. and/or any other covernmental salety or health regulations or standards.
- t. The operation of any leased vehicular equipment by any driver under 21 years of age is strictly prombride.
- Lessue agrees to pay interest at the highest rate permitted by law or at the rate of eighteen percent (18%) per annum, whichever is lesser upon all delinquent accounts, and further agrees to pay upon demand, all reasonable options and attorney laws incurred in cellection of this account.
- k. The rental rate starts when equipment leaves the Laseur's facility and stops when it is retained to such facility. No allowance is made for Saturdays, Sundays, holidays or time in transition and property of time said equipment is not in the when in a series pressures.
- (. Hates on those items that have time clocks are based on one six-hour thirt in a twenty-four hour period
- m. It is understood and agreed by and between the said Lesses and Lesses will immediately discontinue the use of any said equipment should said equipment at any firms, white in the Lesses's possession or under Lasses's control, become unsafe or in a state of disrepair, and will immediately notify Lessor of said facts and the Lessor, in consideration of the mutual covenants herein contained, agrees that Lessor will, with reasonable dispatch after receiving said notice, replace said equipment with other equipment in coord working coordinate.
- n. Lessor's fature, at any time, to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lossor's right thereafter or with any other provisions hereof. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and are not alternative. No representations, warranties, promises, guarantees or agreements, orall or written, express or implied, have been made by Lessor with respect to this lease of squipment, except as expressly provided herein. This lease represents the entire agreement between the parties hereto and may not be amended except by the express consent of the Lessee and Lessor or their representatives.
- Classof shall provide an automotive liability insurance policy for the benefit of Lesses with inner of coverage equal in the process of stautory requirements for public liability and property carriegs. Said insurance whall be excess insurance over and any other liability insurance coverage equal to be Lessen, applicable after coverage under such other available insurance. THIRD PARTY PROTECTION. Anyone authorized by this agreement to drive within its coverage by an automobile retains maurance policy AGAINST LIABILITY TO THIRD PARTIES ONLY (NOT INCLUDED TO EXTENT PEHMITTED BY LAW, ANY OF SUCH DRIVER'S FAMILY MEMBERS RELATED BY SLOOD, MARRIAGE, OR ADOPTION RESIDING IN THEIR HOUSEHOLD), for bodily injury, death or property death or property
- p. Lesses shall indemicity and hold harmless from all times, penalties, toricitums, and disabilities arising from use of the rented vehicle and imposed by any federal, state, equally any property states and low or insurance notice, considering
- q. Lesses shall immediately report any accident to Lessor and deliner to Lessor or its insurer, it so wented by Lessor, every process, pleading, police or paper of any kind received by Lessoe or any driver of the vehicle relating to any claim, but or proceeding connected with any accident or event involving the vehicle. Neither Lessee nor any driver of the vehicle shall do abet the assertion of any such claim, such or proceeding and or people fully with Lessor and its insurer in investigating and defending the same.
- r. Lesses shall delend, indemnity and hold farmless Lessor from and against any and all losses, fabilities, damages, injuries, claims, demands, cost and expenses, arising out of or comported with the cossession or use of the value of the v
- s. Lessor shall not be liable for loss or damage of any property of Lesson or any other person which may have been to or on the vehicle either before or after the return to Lesson whether or not related to the negligence of Lesson or its agents, servants or displayers. Lesson shall assume all risk of such loss or damage, waive all claims therefor against Lesson and defend, indemnity and hold Lesson harmless from all claims arrange out of such loss or damage.
- If any clause, provision or paragraph of this agreement is found to be invalid or unerforceable for any reason, it shall not affect the validity or enforceabling of the remainster of this agreement and this agreement shall be governed by the times of this State of Texas.
- DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES EXPRESS OR IMPLIED. AS TO THE EQUIPMENT'S MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, LESSEE'S SOLE REMEDY FOR ANY FAILURE OF, OR DEFECT IN EQUIPMENT, SHALL BE THE TERMINATION OF THE RENTAL CHARGES AT THE TIME OF FAILURE, PROVIDED THE EQUIPMENT IS RETURNED TO LESSOR'S TAKING WITHIN 24 HOURS FROM THE TIME OF DEFECT. LESSOR SHALL NOT BE RESPONSIBLE TO LESSEE OR ANY AGENT OR EMPLOYEE OF LESSEE OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE OR INJURY OF ANY AND EVERY NATURE WHATSOEVER, INCLUDING ANY SPECIAL OF CONSEQUENTIAL DAMAGES CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE RENTAL OF SAID EQUIPMENT. THE OPERATION OR USE OF SAID AND ALL COSTS, EXPENSES, CLAIMS OR JUDGMENTS, INCLUDING REASONABLE ATTORNEY FEES, INVESTIGATION COSTS, DEFENSE EXPENSES AND COURT COSTS, FOR OR ON ACCOUNT OF ANY PERSONAL INJURIES OR PROPERTY DAMAGE SUSTAINED BY ANYONE, WHILE LESSEE HAS POSSESSION, CUSTODY OR CONTROL OF THE LEASED EQUIPMENT, ARISING OUT OF THE USE OR MIGUSE OF THE COURMENT HEREIN LEASED OR ARISING OUT OF ANY DEFECT IN THE DESIGN OR MANUFACTURE OF SAID EQUIPMENT, OR ARISING OUT OF THE LESSOR'S NEGLIGENCE OR FAILURE TO WARN OR FROM ANY OTHER CAUSE OR CONTRIBUTING LAUSE.
- THE LESSEE WILL NOT DISPOSE OF ANY EXPENDABLE EQUIPMENT OR ITEMS (SUCH AS OIL) IN VIOLATION OF ANY STATE OR FEDERAL REGULATIONS OR IN VIOLATION OF ANY LAWS RELATING TO THE ENVIRONMENTAL PROTECTION AGENCY OF THE STAYE OR FEDERAL GOVERNMENT.



MONDAY - FRIDAY 7:00 - 5.00 SATURDAY 7:00 - 2:00





AUTO LICENSE NO. It is an extension to come in each of equipment and further agrees not to four subter or one that any niner location to an issted above involves or successful to persons or damages to properly, and agrees to hold. Owner is entangled to person of the earth equipment while in his custody rights to eater premises of customer at any time to repulsess said equipment. Cusof action expension owner by reason of such taking as actry and agrees to reimbutse where's cost or repaises to involving which the all attorney lives, an articular translation 25% of all sums due count or and expenses included by use or involving coefficient or to preserve or entorcy owner's rights under this compact. This contract shall be governed by the laws of the state of Texas, and the money due herounder must be paid to the office indicated above in common County. Taxas.

There are no warranties of merchanticulary or litriess either express or implied which extend beyond the description.

- CREDIT OR REPLACEMENT ADJUSTMENTS WILL BE MADE FOR ITEMS FOUND DEFECTIVE ONLY IF WE ARE NOTIFIED WITHIN ONE HALF HOUR OF OCCURRENCE
- IF A CLEANING DEPOSIT HAS BEEN LEVIED IT WILL BE REFUNDED ONLY IF IN OUR OPINION THE ITEM WAS RETURNED CLEAN
- 4. OVERDUE RATES FOR EQUIPMENT RENTALS ARE COMPUTED @ 1/6 THE DAILY RATE FOR EACH HOUR OVER 24
- RENTERS SIGNATURE BELOW BINDS RENTER TO THE TERMS & CONDITIONS ON THE BACK SIDE OF THIS CONTRACT

		-	-	-
UNE FOR DEP	OUT RETURNED			

8 HOURS TIME USED WHICH EVER COMES FIRST ON MACHINES EQUIPPED WITH HOUR METERS

PLEASE READ THE ABOVE BEFORE SIGNING.

X		
	RENTER'S SIGNATURE	

A.B.S. Rentals, Inc., a Texas corporation hareinafter called "Lessor," hereby rents and leases to the undersigned hereinafter called "Lessee," and Lessee hereby rents and leases from the Lesser the following personal property equipment and articles; hereinafter collectively referred to as "Equipment," and subject to the following terms and conditions:

- a. That the above listed equipment has been received by Lessee.
- b. Lessee agrees that he has been afforded an opportunity to carefully inspect and test the equipment being rented. Lessee additionally acknowledges that he has been given the right to further inspect and test said equipment prior to leaving the Lessee's removing the equipment from the premises of the Lessee's accepting delivery of the equipment from the Lessee, it shall be conclusively presumed that Lessee has, in fact examined the equipment and has found it to be in good working order and accepts said equipment in an "as is" condition.
- c. That upon termination of this lease agreement the Lessee shall immediately return the rented equipment and all attachments and parts belonging thereto, to the place of business of said Lessor the A.B.S. Rentals, Inc. in same condition as received, ordinary wear and tear and depreciation excepted, and Lessee further agrees to pay for any damage resulting from said equipment while same is in Lessee's possession or under Lessee's control, actual or constructive.
- d. It is understood and agreed that said equipment is leased to Lessee by Lessor and will be used by the Lessee at the designated address for the stated period and solely for the purpose for which said equipment was manufactured and intended. It is further understood and agreed that said equipment will not be removed from the address herein listed for use at any other address without the express consent of the Lessor.
- In the event the Lessee desires to extend this lesse beyond the expiration date originally agreed upon, it is understood and agreed that the Lessee shall immediately notify the Lessor of said desire and obtain Lessor's express approval and terms for said extension. Lessee agrees that if any of said equipment is lost, stolen or accidentally destroyed, Lessee will immediately notify Lessor of same and will furnish Lessor with proper atilidavits, satisfactory to Lessor, covering the facts of such loss, that or accidental destruction. The Lessee agrees that he shall be responsible for and pay the rental rate provided for herein for any such lost, stellen or accidentally destroyed equipment from the date of occurrence of said loss, that or accidental destruction nutil Lessor is notified of such loss, that or accidental destruction in nutil Lessor is notified of such loss, that or accidental destruction in the loss of such loss.
- f. WARNING: Faiture to return said equipment can, in certain circumstances, be considered a theft, resulting in a criminal prosecution. Faiture to return such acquired equipment on demand may constitute an act of theft and may be prosecuted under all applicable etatutes whether or not said equipment is subsequently recovered. Lessor, at Lessor's sole discretion may report property stolen if held five (5) days beyond "Due in" date. Lessor at Lessor's sole discretion, may revert all charges to the daily rate if any monthly statement or invoice is not promptly paid, Lessor will not refund on any item out over thirty (30) minutes. Lessor will extend credit for like amount on any item providing Lessee uses this credit within a period of fifteen (16) days from the cut date of contract.
- g. In the event of any breach of this lease by Lessee, or failure of Lessee to pay any rental or any other change when due or insolvency or bankruptcy of Lessee, or failure of Lessee to perform any promise, agreement, covenant, or condition on Lessee's part, Lessor or his agent shall be permitted, and they are hereby authorized to go to Lessee's or any other person's property and retake the isased equipment without giving Lessee notice and without tegal process. Lessee does hereby grant unto Lessor's agent permission to come onto any property wherein said equipment is tocated for the purpose of retaking it except that the Lessee's premises unlawfully or commit any breach of the peace in possession of the goods. Lessee further agrees to pay any and all costs and expenses incurred by the retaking of said equipment from any party or from any location.
- n. The exact manner in which this equipment will be used in the trade or occupation of the user and the qualifications or lack of equipment of the user are beyond the control of the Lessor. Lessor, therefore, expressly disclaims any responsibility for Lessoe's compliance or failure to comply with O.S.H.A. and/or any other governmental safety or health regulations or standards.
- i. The operation of any leased vehicular equipment by any driver under 21 years of age is strictly prohibited.
- j. Lessee agrees to pay interest at the highest rate permitted by law or at the rate of eighteen percent (18%) per ennum, whichever is lesser upon all delinquent accounts, and further agrees to pay upon demand, all reasonable collection costs and atterney fees incurred in collection of this account.
- k. The rental rate starts when equipment leaves the Lessor's facility and stops when it is returned to such facility. No allowance is made for Saturdays, Sundays, holidays or time in transit or for any period of time said equipment is not in use when in Lessee's possession.
- 1. Rates on those items that have time clocks are based on one six-hour shift in a twenty-four hour period.
- m. It is understood and agreed by and between the said Lesses and Lesser that the Lesses will immediately discontinue the use of any said equipment should said equipment, at any time, while in the Lesses's possession or under Lesses's control, become unsafe or in a state of disrepair, and will immediately notify Lessor of said facts and the Lessor, in consideration of the mutual covenants herein contained, agrees that Lessor will, with reasonable dispatch after receiving said notice, replace said equipment with other equipment in good working condition.
- n. Lessor's failure, at any time, to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter or with any other provisions hereof. Waiver of any default shall not waive any other default. Lessor's rights hereunder are cumulative and are not alternative. No representations, warranties, promises, guarantees or agreements, oral or written, express or implied, have been made by Lessor with respect to this lease of equipment, except as expressly provided herein. This lease represents the entire agreement between the parties hereto and may not be amended except by the express consent of the Lessoe and Lessor or their representatives.
- o. Lessor shall provide an automotive liability insurance policy for the benefit of Lessee with limits of coverage equal to in excess of statutory requirements for public liability and properly damage. Said insurance shall be excess insurance over and any other liability insurance coverage available to Lessee, applicable after coverage under such other available insurance. THIRD PARTY PROTECTION. Anyone authorized by this agreement to drive vahicle is covered by an automobile liability insurance policy AGAINST LIABILITY TO THIRD PARTIES ONLY (NOT INCLUDED TO EXTENT PERMITTED BY LAW, ANY OF SUCH DRIVER'S FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE, OR ADOPTION RESIDING IN THEIR HOUSEHOLD), for bodily injury, death or properly damage caused by or arising from use or operation of vahicle as permitted by this agreement. The amount of coverage provided under the agreement is equal to the minimum financial responsibility initis established by the Financial Responsibility law or other applicable statute ("Statutory Limits") of the state or other jurisdiction in which well-de was rented. Protection hereunder shall automatically conform to basic requirements of any mandatory "No Fault" law which may be applicable. This coverage shall be excess over any other collectible insurance available to the Lessee.
- p. Lesses shall indemnify and hold harmless from all fines, penalties, forfeitures, and disabilities ensing from use of the rented vehicle and imposed by any federal, state, county and municipal statute and law or insurance policy provision.
- q. Lesses shall immediately report any accident to Lessor and deliver to Lessor or its insurer, if so wanted by Lessor, every process, pleading, notice or paper of any kind received by Lesses or any driver of the vehicle relating to any claim, suit or proceeding connected with any accident or event involving the vehicle. Neither Lesses nor any driver of the vehicle shall aid or abet the assertion of any such claim, suit or proceeding and shall cooperate fully with Lessor and its insurer in investigating and defending the same.
- r. Lessee shall delend, indemnify and hold harmless Lessor from and against any and all losses, liabilities, damages, injuries, claims, demands, cost and expenses, arising out of or connected with the possession or use of the vehicle during the rental term (except those covered by the insurance provided herein by Lessor).
- s. Lessor shall not be liable for loss or damage of any properly of Lessoe or any other person which may have been in or on the vehicle either before or after the return to Lessor whether or not related to the negligence of Lessor or its agents, servants or employees, Lessoe shall assume all risk of such loss or damage, waive all claims therefor against Lessor and defend, indemnify and hold Lessor harmless from all claims ansing out of such loss or damage.
- t. If any clause, provision or paragraph of this agreement is found to be invalid or unanforceable for any reason, it shall not affect the validity or enforceability of the remainder of this agreement and this agreement shall be governed by the laws of the State of Texas.
- DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES, EXPRESS OF IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, LESSEE'S SOLE REMEDY FOR ANY FAILURE OF, OR DEFECT IN EQUIPMENT, SHALL BE THE TERMINATION OF THE RENTAL CHARGES AT THE TIME OF FAILURE, PROVIDED THE EQUIPMENT IS RETURNED TO LESSOR'S TAKING WITHIN 24 HOURS FROM THE TIME OF DEFECT. LESSOR SHALL NOT BE RESPONSIBLE TO LESSEE OR ANY AGENT OF EMPLOYEE OF LESSEE OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE OR INJURY OF ANY AND EVERY NATURE WHATSCEVER, INCLUDING ANY SPECIAL OF CONSEQUENTIAL DAMAGES CAUSED BY, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE RENTAL OF SAID EQUIPMENT. THE OPERATION OR USE OF SAID AND ALL COSTS, EXPENSES, CLAIMS OR JUDGMENTS, INCLUDING REASONABLE ATTORNEY FEES, INVESTIGATION COSTS, DEFENSE EXPENSES AND COURT COSTS, FOR OR ON ACCOUNT OF ANY PERSONAL INJURIES OR PROPERTY DAMAGE SUSTAINED BY ANYONE. WHILE LESSEE HAS POSSESSION, CUSTODY OR CONTROL OF THE LEASED EQUIPMENT, ARISING OUT OF THE USE OR MISUSE OF THE EQUIPMENT HEREIN LEASED OR ARISING OUT OF ANY DEFECT IN THE DESIGN OR MANUFACTURE OF SAID EQUIPMENT, OR ARISING OUT OF THE LESSOR'S NEGLIGENCE OR FAILURE TO WARN OR FROM ANY OTHER CAUSE OR CONTRIBUTING CAUSE.
- v. THE LESSEE WILL NOT DISPOSE OF ANY EXPENDABLE EQUIPMENT OR ITEMS (SUCH AS OIL) IN VIOLATION OF ANY STATE OR FEDERAL REGULATIONS OR IN VIOLATION OF ANY LAWS RELATING TO THE ENVIRONMENTAL PROTECTION AGENCY OF THE STATE OR FEDERAL GOVERNMENT.