


AGENDA PLACEMENT FORM

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

Date: 8/28/2024
Meeting Date: 9/09/2024
Submitted By: Lance Anderson
Department: Purchasing
Signature of Elected Official/Department Head: 

Court Decision: <small>This section to be completed by County Judge's Office</small>
 September 9, 2024

Description:
Consider and Approval with authorization for County Judge to sign Master Rental Agreement and Johnson County Terms Addendum to Rental Contract for Tejas Equipment Rental

(May attach additional sheets if necessary)

Person to Present: Lance Anderson
(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL
(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 3 minutes

Session Requested: (check one)
 Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:
 County Attorney IT Purchasing Auditor
 Personnel Public Works Facilities Management

Other Department/Official (list) Precinct 1

**Please 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 Tejas equipment Rental (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 August 20 25. 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:

CPK Boeder
Christopher Boedeker
County Judge

9-9-24
Date

Attest:

April Long
April Long
County Clerk



9-9-24
Date

VENDOR:

Texas Equipment Rental
Authorized Representative
Printed Name: Claudia Reyes
Title: Account Receivable

8-1-2024
Date



6745 US-67
Alvarado, Tx 76009
www.tejasequipment.com
817-790-0755 Phone

Status: Quote

Quote #: q66863-4

Quote To: Tue 8/27/2024 9:00AM

Operator: Leslie Landacre

Terms: On Account

Customer #: 43545

Johnson County Precinct 1

Phone 817-202-4101

2 MAIN STREET ROOM 321
CLEBURNE, TX 76031

Job Descr: Test

Job No: Test

Ordered By: Keli

Sales Rep: Brandy England 469-520-2282 brandy.england@tejasequipment.com

Qty	Key	Items	Ser#	Status	Quote Date	Price
1	MR-1	Test		Rental	Wed 8/28/2024 9:00AM	\$0.00

Quote valid for 30 days.

Quote	
This is a Quote Only	
Subtotal:	\$0.00
Total:	\$0.00
Paid:	\$0.00
Amount Due:	\$0.00

Signature: _____
Johnson County Precinct 1

TERMS AND CONDITIONS

1. Inspection, repair, and maintenance. Dealer is required to supply the equipment in good operating condition. Customer acknowledges by signing this contract that he has had an opportunity to personally inspect the equipment, has received instructions from Dealer for the safe use of the equipment, including manufacturer's safety warnings and instructions, if any, and accepts the equipment as being suitable for his needs and in good operating condition, and that he understands its proper and safe use. The customer agrees that he will pay all cost of repairs during this rental period, including labor, materials, parts, and other items, except for normal wear and tear. "Normal wear and Tear" is defined as use of the equipment under normal work conditions with qualified personnel providing proper operation, maintenance and service. If repairs exceeding the normal wear and tear are necessary upon return of the equipment, Dealer is authorized to make such repair and bill the customer. Customer agrees not to cover, alter, substitute, or remove any identifying insignia displayed on the equipment. Customer will not permit the equipment to be abused, overloaded, or used beyond its capacity.
2. Replacement of malfunctioning equipment. If the equipment becomes unsafe or in disrepair, Customer agrees to discontinue use and notify Dealer. The Dealer will replace the equipment with similar equipment in good working order, if available, when the equipment has become unsafe or in disrepair as a result of normal use. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise.
3. Warranties. There are no warranties of merchantability or fitness, either express or implied. Customer acknowledges and agrees that there is no warranty that the equipment is suited for customer's intended use, or that it is free from defects.
4. Indemnity and hold harmless agreement. Customer agrees to and shall indemnify and hold harmless Dealer, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including expenses of litigation, court cost, and attorneys' fees, for injury to or death of any person, or for damage to any property, arising of or in connection with the use of the equipment or breach of this contract by Customer, regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of the Owner. It is the expressed intention of the parties here to, both the Customer and Dealer, that the indemnity provided for in this paragraph is indemnity by Customer to indemnify and protect Dealer from the consequences of Dealer's own negligence, whether that negligence is the sole or a concurring cause of the injury, death, or damage.
5. Prohibited uses. Use of the equipment in the following circumstances is prohibited and constitutes a breach of this contract: A. Use for illegal purpose or in an illegal manner. B. Use when the equipment is in bad repair or is unsafe. C. Improper, unintended use or misuse. D. Use by anyone other than customer or his employees, without Dealer's written permission. E. Use at any other than the address furnished Dealer without Dealer's written permission.
6. Assignments, subleases, and loans of equipment. Dealer may assign his rights under this contract without Customer's consent but will remain bound by all obligations herein. Customer may not sublease or loan the equipment without Dealer's written permission. Any purported assignment by customer is void.
7. Time of return. Customer's right to possession terminates on the expiration of the rental period, and retention of possession after of this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.
8. Late return. Customer agrees to return the rented equipment during Dealer's regular store hours, upon termination of the rental period. If not timely returned, the rental rate shall continue until the equipment is returned.
9. Unclean, damaged, or lost equipment. Customer agrees to pay for any unclean, damage, damage to or lost equipment, including: 1. Loss of theft of accessory equipment, such as welding leads, electric cord, bits, batteries, hoses, etc. 2. Loss by willful neglect or abuse. 3. Mysterious or unexplained damage or disappearance. 4. Theft by person entrusted with the equipment. 5. Any loss or damage whatsoever to truck(s) equipment. 6. Damage to or flat tire(s). 7. Damage due to neglect or abuse to equipment, regardless of cause, except reasonable wear and tear while the equipment is out of the possession of dealer, and until the equipment is returned to the dealer or an authorized representative of the dealer. Customer also agrees to pay a reasonable cleaning charge for equipment returned unclean, accrued rental charges cannot be applied against the purchase or cost of repair of damaged or lost equipment. Equipment damaged beyond repair will be paid for at its fair market value when rented. The cost of repairs will be borne by customer, whether performed by dealer or at dealer's option, by others. Customer agrees to furnish dealer a police report on all losses. Customer shall be responsible for all damages to or loss of the equipment from the time customer takes possession of the equipment until the equipment is either returned to the store location or picked up by Tejas. In the case of the loss or destruction of any equipment, or inability or failure to return same to Tejas for any reason whatsoever, customer will pay Tejas the then full replacement list value of the equipment together with the full rental rate as specified until such equipment is replaced. If the equipment is returned in a damaged or excessively worn condition, customer will pay Tejas the reasonable cost of repair and pay rental on the equipment at regular rental rate until all repairs have been completed. Tejas shall be under no obligation to commence repair work until customer has paid to Tejas the estimated cost thereof. Customer agrees that Tejas reserves the right to charge the credit card and/or customer's account for any amount owed by customer pursuant to this section due to damaged or lost equipment.
10. Damage waiver. If accepted by customer, dealer agrees in consideration of an additional charge as specified in the agreement, to modify the responsibilities of customer created in paragraph 9 (unclean, damaged, or lost equipment). This will only modify the "damaged" portion in paragraph 9. Customer accepting damage waiver destruction of rental equipment except as follows: 1. Damage due to neglect or abuse. 2. Damage due to floods, rain, storm, etc. 3. Damage to tires, tubes & wheels caused by blowout, bruises, cuts, & other causes inherent in the use of equipment. 4. Damage resulting from misuse, abuse, failure to maintain cleanliness, proper oil (fluid, hydraulic pressure, or other normal service of equipment). 5. Overhead damage & all damage resulting from overturning. 6. Damage from drying of equipment by paint, mud, plaster, concrete, etc. Damage waiver does not cover any form of uncleanliness. Theft of equipment, mysterious or unexplained disappearance of equipment, (see paragraph 9).
11. Time of payment. Accounts are due and payable in Bexar County, Texas, at the termination of the rental period. Any amount not paid when due shall bear interest at the highest contract rate or interest the Dealer may charge Customer under applicable law, compounded daily.
12. Suit and collection costs. Customer agrees that any suit on or by reason of customer's obligation under this contract may be brought against him in Bexar County, Texas where performance is to occur. Customer agrees to pay all reasonable collection, attorneys' and court fee and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.
13. Repossession. Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and peaceably remove the equipment from wherever it is located, and Dealer and his agents shall not be liable for any claims for damage for trespassing arising from the removal of the equipment.
14. Loading and unloading equipment. Customer is responsible for loading and unloading the equipment. If Dealer's agents or employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold harmless Dealer, its agents, and employees, for any property damage or personal injuries, regardless of whether such injuries or damage are caused in whole or in part by the negligence of Dealer, its agents, or employees.
15. Delivery and pickup by dealer. Customer agrees to notify Dealer of required delivery and/or pick-up of equipment by Dealer a minimum of 24 hours before equipment is to be delivered to pick-up and Customer shall have equipment available for pick-up minimum of 3 hours prior to Dealer's normal closing time. Dealer will only deliver or pick-up equipment during Dealer's regular business hours and in accordance with this paragraph.
16. Disclaimer of agency. Customer acknowledges that he is not the agent of Dealer for any purpose.
17. Tire repair or replacement. Customer acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to the dealer in a damaged condition, regardless of the cause of the damage, reasonable wear and tear excepted.
18. Failure to return equipment during business hours. In the event the equipment is not returned during Dealer's regular business hours, Customer agrees to pay for any damage to or loss of the equipment occurring between the time of return and the commencement of Dealer's next business day.
19. Disclaimer of manufacturer. Customer agrees that Dealer is neither the manufacturer of the equipment nor the agent of the manufacturer.
20. Use of equipment. Customer agrees that the equipment shall be used only by persons competent in their operation and further agrees that he is solely responsible for providing competent operators.
21. Title. This agreement is not a contract of sale. Title to the equipment is and shall remain in Dealer.
22. Attempted levy. Customer will give Dealer immediate notice of any levy attempted upon said equipment or if said equipment for any cause becomes liable to seizure, and to indemnify Dealer against all loss and damages caused by any such action including Dealer's reasonable attorney's fees and expenses.
23. ADDITIONAL TERMS FOR TRUCKS, TRAILERS AND CAMPER RENTALS, Dealer will provide.
24. Deposit and reservation amount. Deposit does not cover replacement and/or repair of damage to equipment but can be applied toward cleaning charges, late return charges, repair or replacement of any damage to or loss of the equipment and may not cover total charges. Reservation amount, if any, paid to Dealer by Customer to reserve equipment for future rental is non-refundable and may not be applied toward rental or other charges. Dealer shall not be liable to Customer for any claim for damages, including consequential damages incurred by Customer, arising out of Dealer's inability to supply equipment previously reserved due to events beyond Dealer's control. In such event, Customer's sole remedy shall be limited to refund of the reservation amount if any, paid to Dealer.
25. Severability. The provisions of this agreement shall be severable so that the invalidity unenforceability or waiver of any of the provisions or portions thereof shall not affect the remaining provisions or portions thereof.
26. Notice of non-waiver. The failure of the Dealer at any one or more times to insist upon strict performance by the Customer of the conditions and terms of this agreement shall not be construed as a waiver of the Dealer's right to demand strict compliance.
27. Integration. This agreement comprises the entire agreement between the parties, and it is acknowledged that there are no understandings, representations, warranties or promises, verbal or otherwise pertaining to this agreement or to the equipment, which are not incorporated herein.