


AGENDA PLACEMENT FORM

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

Date: 04.21.25Meeting Date: 04.28.25Submitted By: Lance AndersonDepartment: Purchasing Department

Signature of Elected Official/Department Head:

**Court Decision:**

This section to be completed by County Judge's Office



4-28-25

Description:Consider and approve with Authorization for County Judge to sign renewal of
Master Rental Agreement and Johnson County Terms Addendum to Rental
Contract for H&E Rentals. Term date May 1, 2025 - April 30, 2026.

(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: 5 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 ManagementOther Department/Official (list) PCT 1,2,3 & 4**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

Approved in CC on 9/11/2023

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 H&E Equipment Services, Inc. (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 2026. 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.

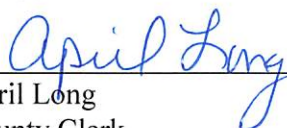
APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:


Christopher Boedeker
County Judge

4/28/25
Date

Attest:


April Long
County Clerk



4/28/25
Date

VENDOR:

Toby Hawkins Digitally signed by Toby Hawkins
Date: 2025.04.15 12:02:10 -06'00'
Authorized Representative
Printed Name: Toby Hawkins
Title: Director of Government Rentals and Sales

4/15/25
Date

H&E EQUIPMENT SERVICES, INC.

RENTAL AGREEMENT TERMS AND CONDITIONS

THIS AGREEMENT CONTAINS PROVISIONS RELATING TO INDEMNIFICATION, LIABILITY RELEASE, LIMITATION OF REMEDY, ALLOCATION OF RISK AND INSURANCE.
This agreement may be delivered and or received by electronic transmission or facsimile which shall be deemed to be an original.

1. DEFINITIONS. The term "agreement" shall mean this agreement, all pages, front and back. The term "Equipment" shall reference and mean all pieces of equipment referenced in this agreement as well as all attachments or parts rented or sold to Lessee. The term "manual" shall mean any operating manual, safety manual, or other information provided by the Equipment manufacturer. The term "H&E" shall include H&E Equipment Services, Inc. and any of its subsidiaries, related entities, divisions, or controlled affiliates including, but not limited to, Great Northern Equipment, Inc., H&E Equipment Services (California), L.L.C., and H&E Equipment Services (Mid-Atlantic, Inc.).

2. INSURANCE. Lessee is responsible for the full value of loss or damage to the Equipment, regardless of fault, including lost rental income. Lessee shall, prior to delivery of the Equipment and throughout the rental period, maintain Commercial General Liability/Commercial Auto Liability, Physical Damage Insurance, and Workers' Compensation Insurance (if required by law). Commercial General Liability/Commercial Automobile Liability must name H&E as primary and non-contributory additional insured with waiver of subrogation, and must have a per occurrence limit of at least \$1,000,000. Physical Damage Insurance must cover the full replacement value all Equipment with a deductible acceptable to H&E, name H&E as loss payee, and shall be on an "all-risk" form insuring against all perils attendant to Lessee's use, maintenance or possession of the Equipment. Lessee shall provide a Certificate of Insurance and shall provide that the issuing companies shall give H&E thirty (30) days written notice prior to any cancellation. Lessee will bear all costs associated with this insurance, including any deductible(s) and any loss or damage not covered by insurance.

3. LOSS DAMAGE WAIVER. In the event proof of acceptable insurance coverage is not provided prior to delivery of the Equipment, Lessee agrees to purchase Loss Damage Waiver (LDW). The LDW charge will be 15% of the gross rental charge. Lessee is not entitled to any refund or credit of Loss Damage Waiver charges invoiced or paid. If LDW is paid, Lessee will not be responsible for loss or damage to the Equipment above \$2,500 per incident from any cause except: (a) overloading or exceeding rated capacity, (b) misuse, abuse, or improper servicing of the Equipment; (c) damage to tires (d) violation of the manual; (e) disappearance or wrongful conversion; (f) damage to glass; or (g) damage resulting from Lessee breach of any provision of this agreement. **LDW IS NOT INSURANCE**, and only applies to physical loss or damage to the Equipment. Regardless of and in addition to any LDW, Lessee must maintain Commercial General Liability / Commercial Automobile Liability and Workers' Compensation insurance pursuant to the requirements above.

FOR LEASES SUBJECT TO THE TEXAS BUSINESS AND COMMERCE CODE ONLY: This contract offers an optional loss damage waiver for an additional charge to cover your responsibility for loss of or damage to the Equipment. You do not have to purchase this coverage. Before deciding whether to purchase this loss damage waiver, you may consider whether your insurance policies afford you coverage for loss of or damage to the Equipment rented and the amount of the deductible you would pay under your policies. H&E reserves the right to not rent to any Lessee. The following exclusions apply to Lessee's loss damage waiver purchase: loss or damage to the Equipment that is caused by an unexplained disappearance or abandonment of the Equipment; damage that is intentionally caused by Lessee; or damage that results from Lessee's willful or wanton misconduct.

4. RENTAL PERIOD, CALCULATION OF RENT. The rental period begins when the Equipment leaves H&E's possession and ends when the Equipment is returned to H&E in good condition or is put in good condition by H&E. No deduction shall be made for Sundays, holidays, time in transit, or any period of time the Equipment is not in use. A rental day is 24 hours. Any rental period less than 24 hours shall constitute a full rental day. A rental week is seven calendar days. A rental month is four weeks (there are 13 rental months in a calendar year). All rental rates are based on 8 hours of Equipment use per day, 40 hours per rental week and 160 hours per rental month. If the Equipment is used more hours than allotted, an overtime rate will apply. Lessee agrees to immediately notify H&E if Equipment is used more than the allotted hours in any rental period(s) and to permit H&E to inspect its records upon request. Lessee shall pay all drayage charges, all taxes associated with the agreement, including but not limited to sales tax, use tax, tax on damage repairs, fuel taxes, or any other levied taxes, and any recovery fees/surcharges as required or permitted by law. Lessee shall hold H&E harmless against any liability or expense resulting from Lessee's failure to pay taxes or file tax returns.

5. MISC. FEES AND CHARGES. To the extent other charges apply to this agreement, including but not limited to permit charges, freight charges, delivery or pick-up charges, fuel charges, supply charges, environmental charges and LDW charges, these charges are not designated for any particular use and are used at H&E's discretion.

6. OPERATION / KNOWLEDGE. Lessee has studied and understands the manual. Lessee agrees to restrict the use of the Equipment to only its employees, and only those employees who are competent and qualified operators, who are familiar with the Equipment, who understand the manual, and the limitations of the Equipment. Lessee agrees to use the Equipment within its rated capacity, with all safety devices fully operational, and only for purposes for which it was designed. Lessee shall maintain and use the Equipment pursuant to applicable law and regulation. Customer represents and warrants that Customer and its employees are familiar with and shall at all times comply with applicable safety regulations, including but not limited to ANSI Safety Requirements for Excavating (ANSI/ASSP A10.12-1998 (R2016)), OSHA Excavating standards (29 CFR Part 1926, Subpart P), and OSHA Trenching and Excavation Safety (OSHA 2226-10R 2015). Lessee shall not operate the Equipment, and shall notify H&E, if any safety device or label is missing or damaged.

7. EQUIPMENT RETURN AND LESSEE DUTY TO MAINTAIN EQUIPMENT. Lessee is solely responsible for the Equipment until H&E regains physical possession of the Equipment, regardless of any "call-off". Lessee agrees to return the Equipment in the same condition as when received. If damaged, subject to applicable LDW provisions, Lessee agrees to pay the expenses of returning the Equipment to its original condition, subject to normal wear. This guarantee is unconditional and may not be excused by theft, act of God, or for any other reason. Lessee agrees, while Equipment is in its possession, to check engine oil, water, tire condition, cooling systems, and fuel each day, and to perform routine preventive maintenance pursuant to the manual. Equipment returned unclean will be cleaned by H&E and a cleaning fee determined in H&E's discretion shall be imposed.

8. REPAIRS. Lessee will immediately notify H&E of any accidents, failures, or breakdowns involving the Equipment. Lessee expressly agrees all repairs must be conducted by only H&E. The cost of all repairs outside of normal wear and tear shall be borne by Lessee, subject to any applicable LDW provisions, and shall be considered additional rent owed by Lessee. In the event the Equipment requires repair, this agreement, including the invoicing of rent, shall continue during the repair period.

9. EQUIPMENT LOCATION, JOBSITE AND BOND INFORMATION. Lessee shall use the Equipment only at the address shown on the face of this agreement. The Equipment may not be moved without prior written consent of H&E. Upon H&E's request, Lessee shall promptly provide (a) copies of any contracts governing the projects on which the Equipment is used; (b) copies of any payment and/or performance bond(s) issued on said projects; and (c) the name and location of all projects where the Equipment has been used. Lessee agrees to provide any other information requested by H&E.

10. OWNER CONTROL OF EQUIPMENT. Lessee agrees that H&E shall retain all ownership rights in the Equipment, and agrees to execute any financing statements or other document necessary to disclose and protect H&E's ownership. If necessary, Lessee agrees to subordinate any of its interests arising from this agreement to any interest that H&E or its lender may have in the Equipment. During this lease, in the event the Equipment is liened for any reason, this agreement shall immediately terminate and H&E, or anyone acting on H&E's behalf, may take possession of the Equipment. H&E and its agents shall have free access to the Equipment at all times for any lawful purpose.

11. ASSIGNMENT/SUBLEASE. Lessee may not assign, sublease, or loan the Equipment. Any act by Lessee in violation of this provision shall be void.

12. HAZARDOUS WASTE. Lessee agrees that it is familiar with all hazardous waste laws and regulations and all hazards that may be encountered on the job, project, or work on which the Equipment will be used. Lessee shall not expose the Equipment to any hazardous material or waste. In the event of exposure, Lessee shall immediately notify H&E and, if applicable, the appropriate regulatory authority and have the Equipment removed from such exposure, and completely clean and decontaminate the Equipment, all pursuant to applicable local, state, or federal laws and regulations. If the Equipment cannot be completely cleaned and decontaminated, Lessee shall pay for the full value of the Equipment.

13. HOLDOVER. If Lessee keeps the Equipment beyond the agreed upon end date, this agreement shall extend and continue until the Equipment is returned pursuant to section 7. During this holdover period, H&E may terminate the agreement and take possession of the Equipment for any reason without notice.

14. INDEMNIFICATION/HOLD HARMLESS. LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS H&E AND ANY OF H&E DIRECTORS, OFFICERS, OR AGENTS (COLLECTIVELY, THE "INDEMNITEE") FROM ANY AND ALL CLAIMS OR DAMAGES (WHETHER SOUNDING IN TORT, CONTRACT, PRODUCTS LIABILITY, STATUTE OR OTHERWISE) ARISING FROM, RELATING TO OR CONNECTED WITH LESSEE'S USE, SELECTION, ACCEPTANCE, REJECTION, TRANSPORTATION, OPERATION, RENTAL, MAINTENANCE, PURCHASE OR POSSESSION OF THE EQUIPMENT, OR FROM EXPOSURE OF THE EQUIPMENT TO HAZARDOUS WASTE OR MATERIAL, INCLUDING BUT NOT LIMITED TO ANY LOSS OR DAMAGE TO THE EQUIPMENT, ANY LOSS, DAMAGE, OR INJURIES TO PERSONS OR PROPERTY, INCLUDING EMPLOYEES, THIRD PARTIES AND THEIR PROPERTY, OR FROM ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS MADE BY INDEMNITY TO LESSEE OR ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY INDEMNITEE, AND ANY AND ALL EXPENSES INCURRED IN THE DEFENSE OF SUCH CLAIMS INCLUDING ATTORNEY FEES AND COSTS. THE LESSEE ACKNOWLEDGES, UNDERSTANDS AND AGREES ITS OBLIGATION TO INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEE PURSUANT TO THIS AGREEMENT SHALL APPLY REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTS, OR OMISSIONS OF INDEMNITEE OR ANY THIRD PARTY. IN NO EVENT SHALL INDEMNITEE BE HELD RESPONSIBLE FOR INJURY, DELAYS, OR DAMAGES, CONSEQUENTIAL OR OTHERWISE, RESULTING BY REASON OF THE CONDITION, FAILURE, OR OPERATIONAL DIFFICULTY OF THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LATENT OR OTHER DEFECTS IN THE EQUIPMENT, WHETHER OR NOT DISCOVERABLE BY INDEMNITEE OR LESSEE, DELIVERY DELAYS, LOSS OR DAMAGE TO THE EQUIPMENT IN TRANSIT OR WHILE IN USE BY LESSEE, STRIKES OR ANY CONTINGENCIES BEYOND THE CONTROL OF THE H&E, OR ANY OTHER CAUSE. INDEMNITEE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE UNDER ANY CIRCUMSTANCE.

15. GOODS SOLD. Any option to purchase the Equipment must be in a separate written contract, signed by authorized officers of both H&E and Lessee. In the event that goods are sold as part of this agreement, the goods that are sold shall be clearly identified on the face of this agreement. In the event that goods are defective, buyer's sole remedy from H&E, and H&E's sole obligation to buyer, is for H&E to use its best efforts to secure repair and/or replacement of the goods pursuant to the existing manufacturer's warranty. As to these goods, H&E PROVIDES NO OTHER WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, PARTICULARLY NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Returned goods shall be subject to a reasonable restocking charge.

16. TERMS AND REMEDIES. Except for extended term agreements, invoices are payable upon receipt and Lessee agrees to pay the amount due within thirty (30) days of the invoice date. Balances that are unpaid beyond 30 days of the date of the invoice will be subject to a finance or interest charge per month at the highest rate allowable by law. Lessee's account will be delinquent when any part of the account is 30 days past due. H&E reserves the right to apply payments at its discretion. H&E may, at its option and without notice, raise or allow charges in excess of any credit limit granted. Lessee understands it is responsible for all charges to the account. Lessee shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, incurred in pursuit and/or collection of any amounts past due, including interest charges. H&E shall have any and all remedies provided in this agreement, at law or equity, including but not limited to the right to sue for damages, collection of unpaid rent or other charges, repossession, and consequential damages for Lessee's breach of this agreement. All remedies provided to H&E in this agreement are cumulative, and the exercise of any one remedy by H&E shall not affect H&E's right to exercise any other remedy. Termination of this agreement shall not affect H&E's right to pursue any remedy provided here or at law or equity. If at any time H&E, in its sole discretion, determines that the Equipment is being used beyond its capacity, improperly maintained, damaged, or that H&E's rights to the Equipment are endangered, or if Lessee defaults on any term or condition set forth in this agreement, H&E may: (a) demand return of the Equipment and Lessee shall return the Equipment to H&E within 72 hours of such demand; or (b) promptly repossess the Equipment, lock up or remove the Equipment from the job site, and immediately terminate this agreement without demand or notice to Lessee. H&E will deem Lessee's failure to timely return Equipment as theft. Lessee grants H&E the right to enter the premises where the Equipment is located for the purpose of taking possession of the Equipment.

17. AGREEMENT BINDING, ENTIRE AGREEMENT AND SEVERABILITY. This agreement shall be binding upon Lessee, H&E, and their heirs, successors, personal representatives, agents, and assigns. This writing constitutes the entire agreement between the parties regarding the subjects addressed, and any representation or agreement not contained in this agreement shall be of no force or effect. The provisions in this agreement cannot be waived or amended unless made in a writing signed by H&E's authorized corporate officer. If any word, phrase, clause, sentence, or paragraph of this agreement is or shall be invalid for any reason, it shall be severed from the remainder of this agreement and shall in no way affect or impair the validity of the remaining provisions of this agreement.

18. NOTICE OF NON-WAIVER. H&E's failure to insist upon strict performance of any provision of this agreement shall not be construed as a waiver of H&E's right to demand strict performance of any and all provisions, and Lessee waives notice of demand for strict compliance.

19. VENUE, JURISDICTION, CHOICE OF LAW, JURY WAIVER. This agreement shall be construed under Louisiana law. Lessee agrees that the sole and exclusive venue for any dispute arising from or relating to this agreement is East Baton Rouge Parish, except that H&E, in its sole discretion, may file suit in the parish or county of Lessee's domicile or where the transaction occurred. Lessee agrees to waive any right to a trial by jury in any proceeding arising from or relating to this agreement.

20. CLASS ACTION WAIVER. Lessee agrees that any claims or proceedings that it brings against H&E will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's or entity's claims shall not be consolidated with any other claims or proceedings. Lessee will not sue H&E as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against H&E. Nothing in this provision limits Lessee's right to bring an individual claim, action, or lawsuit against H&E.

21. ACCEPTANCE. Lessee will be deemed to have accepted the provisions of this agreement, regardless of Lessee signing this agreement, upon Lessee's acceptance, use, or possession of the Equipment. Lessee's signature will also be deemed acceptance.