

3320 Pasadena Blvd
Pasadena, Tx 77503
800-231-6929

763 109th St
Arlington, Tx 76011
800-536-5902

3816 Binz Engleman Road
San Antonio, Tx 78219
210-881-9344

Kinloch Equipment & Supply, Inc.

3320 Pasadena Blvd.
Pasadena, TX 77503

PHONE: (713)472-0959 FAX: (713)473-7858

Kinloch Equipment & Supply, Inc. herein sometimes known as "Company" agrees to rent to:

Company: WILLIAMSON COUNTY	Contact: JENIFER FAVREAU	Phone: 512-943-1937
Address: 3151 SE INNER LOOP, STE B	City/State: GEORGETOWN, TX	PO#
Make: ELGIN	Model: BROOM BADGER	Year: 2023
KN: EL0147	S/N: CJ41034	Miles: 19174 PTO Hrs: 71
Pick-up Date:	Time:	
Owner / Authorized party		
Name: _____ Phone: _____		

Certificate of Insurance: <input checked="" type="checkbox"/>	Rental Rate: \$ 12,000 _____ / Per MONTH _____	** Weekly is 7 days
Taxable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FOR THE DURATION OF THE RENTAL	** Monthly is 28 days
Driver's License attached: _____	*** Delivery / Pick up fee \$ _____	

TERMS AND CONDITIONS

- The property leased by this Lease (herein "property"), the amount of the rental payments and the initial term of the lease are described in Schedule A, attached hereto and made a part hereof. If a Security Deposit is required as security for the prompt and full payment of the rent and the complete and timely performance of all provisions of the lease, those terms are also shown on Schedule A.
- Lessee is entitled to the use, operation, possession and control of the leased property during the Lease term, provided Lessee is not in default of any provision of the Lease. Lessee shall employ and have absolute control, supervision and responsibility for the operators and users of the property.
- Lessee must use the leased property in a careful and proper manner, and never for more than 10 hours per day; 50 hours per week or 220 hours per month. Lessee agrees that the lease property will be used in accordance with any applicable manufacturer's manuals or instructions. Lessee agrees to reimburse Lessor in full for all damage to the property arising from any misuse or negligent act by Lessee, its employees, or its agents.
- Lessee shall not permit any leased property to be operated or used in violation of any applicable federal, state or local statute, ordinance, rules or regulation relation to the possession, use of maintenance of the property. Lessee will indemnify and hold Lessor harmless from all liabilities, fines, or penalties for any violations described herein.
- Lessee shall, at Lessee's expense, maintain the property in good mechanical condition and running order, excepting reasonable wear and tear resulting from the ordinary use of the property. Lessee shall provide all parts, at Lessee's expense, required to keep the leased property in good repair. Lessor has no obligation to provide service, repairs or parts for the property.
- Any additions or replacement of parts during the lease term shall become part of the leased property and are thus owned by the Lessor.
- Lessor is responsible for its own income taxes and franchise taxes. All other taxes based on this lease are the responsibility of Lessee, including sales tax, use tax and personal property tax. If any taxing authority requires Lessor to directly pay any tax which is the responsibility of Lessee, Lessee agrees to reimburse Lessor for such tax when the next rent installment is due. The exemption to this requirement would be tax exempt government agencies.
- Lessee shall return the property to the Lessor at the end of the lease term full of fuel and cleaned inside and out or appropriate fuel and cleaning charges will be charged to the lease.
- Lessee assumes all risk and liability for the loss of or damage to the leased property, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, possession or storage of the property. Nothing in this Lease authorizes Lessee or any other person to operate the leased property so as to impose any liability or other obligation on Lessor.
- To the extent permitted by law, lessee agrees to indemnify and hold harmless Lessor, its agents and employees from all claims, loss or damage Lessor may sustain because of:
 - Loss of or damage to the leased property by any cause.
 - Injury to, or death of, any person, including but not limited to agents of employees of Lessee.

- (c) The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any form of taxation.
11. Damage to any property arising from the use, possession, delivery, return, or operation of the leased property Lessee agrees to maintain insurance against loss, theft, damage or destruction of the leased property. This insurance is at the Lessee's sole cost but must name Lessor as insured, additional insured or loss payee. This insurance must be in an amount no less than the Stipulated Loss Value shown on Schedule A If the property becomes lost, stolen, destroyed or damaged, Lessee shall promptly notify Lessor and file all necessary accident reports, including those required by interested insurance companies. Lessee shall promptly deliver to Lessor all papers, notices and documents delivered to Lessee in connection with any claim concerning the leased property.
 12. Lessee agrees to maintain insurance against loss, theft, damage or destruction of the leased property. This insurance is at the Lessee's sole cost but must name Lessor as insured, additional insured or loss payee. This insurance must be in an amount no less than the Stipulated Loss Value shown on Schedule A.
 13. Lessee agrees to carry public liability and property damage insurance, issued by companies satisfactory to Lessor, insuring the interests of Lessor, Lessee and their authorized agents and employees against all claims that may arise during the Lease term that are in any way connected with the ownership, possession, operation or use of the leased property. This insurance will be at the Lessee's sole cost but must name Lessor as an insured or additional insured. The insurance must be in an amount not less than:
 - \$500,000, Per person
 - \$1,000,000 Per accident
 - \$500,000 Property damage
 14. Lessee is responsible for any workers' compensation insurance that may be required under state law.
 15. Lessee agrees to furnish to Lessor, no later than five days prior to the date on which the property is delivered to Lessee, a certificate evidencing the insurance required under Articles 13 and 14, including a provision that the insurer will not cancel or materially modify the insurance except after 30 days advance notice to Lessor.
 16. Any failure on the part of the Lessee to procure, maintain or renew the required insurance is a default. Lessee agrees to indemnify and hold harmless Lessor, its agents and employees, from any loss, liability or expense caused by Lessee's failure to comply with either the terms of the insurance policy or with the terms and provisions of articles 13 through 16.
 17. Lessee may not assign this Lease or any property described in it. Lessee may assign the rights and benefits of this Lease but only with Lessor's prior written consent.
 18. Lessor may declare Lessee in default by giving written notice on the occurrence of any of the following events:
 - (a) Failure by Lessee to make rental payments or perform any of its obligations under this Lease.
 - (b) Expiration or cancellation of any insurance policy required by this Lease.
 - (c) Lessee's assignment or involuntary transfer of any interest in this lease not authorized by Article 18 above.
 - (d) Institution by or against Lessee of any proceedings in bankruptcy or insolvency, or the appointment of a receiver or trustee for the goods and chattels of the Lessee.
 19. If the Lessee defaults and remains uncorrected for five days following notice of default from Lessor to Lessee, Lessor may exercise any one or more of the following remedies:
 - (a) Termination of the Lease and Lessee's rights hereunder
 - (b) Late payments can be charged Interest. The rate of interest for late payment shall be governed by Chapter 2251 of the Texas Government Code.
 - (c) Repossession of the property without legal process, free of all rights of the Lessee in the property. By this provision, Lessee expressly authorizes Lessor's agent to enter any premises owned or controlled by Lessee for the purpose of repossessing the property. Lessee specifically waives any right Lessee might have arising out of the entry and repossession and releases Lessor from any claim of trespass or damage. Lessor and Lessee further agree that Lessor shall have the remedy described in this article 20 (c) in the event Lessee fails to return the property when the lease terminates.
 20. If Lessee defaults, Lessee shall reimburse Lessor for all reasonable expenses incurred by Lessor in exercising the remedies outlined in Article 20.
 21. On the expiration of the lease term, or earlier termination, Lessee shall return the property to Lessor in good repair and working order by:
 - (a) Delivering the property at Lessee's cost and expense to a place specified by Lessor in the city of county to which it was delivered to Lessee, or
 - (b) Loading the property, at Lessee's cost and expense, on board a carrier Lessor designates and shipping the property to the destination designated by Lessor.
 22. All notices required to be given under this Lease must be in writing and either personally delivered or deposited in the United States mail, first class postage prepaid, addressed to the party at the address given above. Either party may change its address by giving notice in this manner.
 23. This Lease may not be amended or modified in any way without the written agreement of both parties. This Lease and the attached Schedule A constitute the entire agreement between the parties.
 24. This Lease has been executed and delivered in the State of Texas and shall be interpreted under and construed in accordance with Texas Law. The venue for any dispute hereunder shall be in Williamson County, Texas.

Executed this ____ day of _____, 20 ____.

JEFF JACKSON
 LESSOR- Kinloch Equipment & Supply, Inc.

 LESSEE (Authorized Party)

SCHEDULE A (Sweepers)

Customer is responsible for wear items, unit maintenance, and damages due to operator error / accident / neglect. Sweeper (Normal Wear Items): Gutter Brooms, Dirt Shoes, Center Board Curtain, Pickup Head Curtains, Main Broom, Dirt Shoes, Center Board Curtain, Conveyor Belt, Tires – Flat or Repair ie. nail in tire, Debris Hoses, ect.

Customer also understands the equipment must be returned empty and the body must be cleaned. Excessive cleaning required to the inside and/or outside of the unit upon return will be invoiced to the renter. The fuel tank is full upon receipt and must be filled before returning. X _____

1. The property to which this Schedule and Lease applies is:
 CJ41034
 Serial Number
2. The term of this Lease commences on _____ (enter either a date or a description i.e. the date the property is delivered to the Lessee.) Unless this Lease is terminated earlier for cause or by means of a mutual, signed amendment to the Lease, the term of this Lease expires _____.
3. The rent for the property listed in this Schedule is _____ (combined total or rent payments over the term of the Lease). The rent is payable in monthly installments of \$12,000, commencing on the 29TH rental day, and continuing on the 29TH rental day of each succeeding month until the total sum has been paid in full.
4. The property listed in this Schedule will be located and operated at WILLIAMSON COUNTY and may not be removed from that location without the prior written consent of Lessor.
5. The amount specified in this paragraph must be paid pursuant to Article 11 of the Lease for any property which is lost, stolen, destroyed or damaged beyond repaired. The Stipulated Loss Value for this property is \$305,675.00.

This Schedule A is approved and agreed to on ____ OF ____, 20 ____, and is attached to, and incorporated as an integral part of the Lease between the parties dated ____ OF ____, 20 ____

Executed this ____ day of ____, 20 ____

JEFF JACKSON

Kinloch Equipment & Supply, Inc. – Lessor

Lessee (Responsible Party)

RETURN INFO

Returned Date:	Time:
Hour Meter:	Mileage:
Total Billing Days:	

Customer Signature: _____ **Date:** _____

*** By signing, customer agrees to pay for any damages or repairs by misuse during the time unit is in their possession. Kinloch Equipment has 48hrs to complete inspection to determine if there are any repairs needed that are the direct result of customers abuse or misuse.

Kinloch Equipment & Supply, Inc.

763 109th Street
Arlington, TX 76011
Ph:(817)649-5900
Fax:(817)633-7239
www.kinlochequip.com

4/03/24 9:44

RENTAL CONTRACT

Quotation : A 000228 Date: 04/02/24

Active: Yes

Customer : WILL03
WILLIAMSON COUNTY
3151 SE INNER LOOP
SUITE B
GEORGETOWN, TX 78626

Phone Day : (512) 943-1949
Night: (512) 943-1100

Sold By : 18 TRENTON CRUMP

Damage Waiver: No

Class : STR SWPR Mech Sweeper

On Rent : 04/02/24 12:49

Due Back: :00

Period : M Quantity: 3.00 Rate: 12,000.00

Line Total: 36,000.00 *

Rates : Day 1.00 Week 4,000.00
MO/4Wks 12,000.00

Total of Rental lines: 36,000.00 *

Tax: *

Total: 36,000.00 *

Customer is responsible for wear items, unit maintenance, and damages due to operator error / accident / neglect. Customer also understands the equipment must be returned free of debris and the body must be cleaned. Excessive cleaning required to the inside and/or outside of the unit upon return will be invoiced to the renter. Where applicable, the fuel tank is full upon receipt and must be filled before returning. Customer agrees to all terms and conditions.

Signature: _____ Print: _____

Date: _____

Return

Miles: _____ Hrs: _____

Signature: _____

Date: _____

*** By signing, customer agrees to pay for any damages or repairs by misuse during the time unit is in their possession.

Kinloch Equipment has 48hrs to complete inspection to determine if there are any repairs needed that are the direct result of customers abuse or misuse.

TERMS AND CONDITIONS

1. The property leased by this Lease (herein "property"), the amount of the rental payments and the initial term of the lease are described in Schedule A, attached hereto and made a part hereof. If a Security Deposit is required as security for the prompt and full payment of the rent and the complete and timely performance of all provisions of the lease, those terms are also shown on Schedule A.
2. Lessee is entitled to the use, operation, possession and control of the leased property during the Lease term, provided Lessee is not in default of any provision of the Lease. Lessee shall employ and have absolute control, supervision and responsibility for the operators and users of the property.
3. Lessee must use the leased property in a careful and proper manner, and never for more than 10 hours per day; 50 hours per week or 220 hours per month. Lessee agrees that the lease property will be used in accordance with any applicable manufacturer's manuals or instructions. Lessee agrees to reimburse Lessor in full for all damage to the property arising from any misuse or negligent act by Lessee, its employees, or its agents.
4. Lessee shall not permit any leased property to be operated or used in violation of any applicable federal, state or local statute, ordinance, rules or regulation relation to the possession, use of maintenance of the property. Lessee will indemnify and hold Lessor harmless from all liabilities, fines, or penalties for any violations described herein.
5. Lessee shall, at Lessee's expense, maintain the property in good mechanical condition and running order, excepting reasonable wear and tear resulting from the ordinary use of the property. Lessee shall provide all parts, at Lessee's expense, required to keep the leased property in good repair. Lessor has no obligation to provide service, repairs or parts for the property.
6. Any additions or replacement of parts during the lease term shall become part of the leased property and are thus owned by the Lessor.
7. Lessor is responsible for its own income taxes and franchise taxes. All other taxes based on this lease are the responsibility of Lessee, including sales tax, use tax and personal property tax. If any taxing authority requires Lessor to directly pay any tax which is the responsibility of Lessee, Lessee agrees to reimburse Lessor for such tax when the next rent installment is due.
8. Lessee shall return the property to the Lessor at the end of the lease term full of fuel and cleaned inside and out or appropriate fuel and cleaning charges will be charged to the lease.
9. Lessee assumes all risk and liability for the loss of or damage to the leased property, for the death of or injury to any person or property of another, and for all other risks and liabilities arising from the use, operation, possession or storage of the property. Nothing in this Lease authorizes Lessee or any other person to operate the leased property so as to impose any liability or other obligation on Lessor.
10. Lessee agrees to indemnify and hold harmless Lessor, its agents and employees from all claims, loss or damage Lessor may sustain because of:
 - (a) Loss of or damage to the leased property by any cause.
 - (b) Injury to, or death of, any person, including but not limited to agents of employees of Lessee.
11. Damage to any property arising from the use, possession, delivery, return, or operation of the leased property. Lessee agrees to maintain insurance against loss, theft, damage or destruction of the leased property. This insurance is at the Lessee's sole cost but must name Lessor as insured, additional insured or loss payee. This insurance must be in an amount no less than the Stipulated Loss Value shown on Schedule A. If the property becomes lost, stolen, destroyed or damaged, Lessee shall promptly notify Lessor and file all necessary accident reports, including those required by interested insurance companies. Lessee shall promptly deliver to Lessor all papers, notices and documents delivered to Lessee in connection with any claim concerning the leased property.
12. Lessee agrees to maintain insurance against loss, theft, damage or destruction of the leased property. This insurance is at the Lessee's sole cost but must name Lessor as insured, additional insured or loss payee. This insurance must be in an amount no less than the Stipulated Loss Value shown on Schedule A.
13. Lessee agrees to carry public liability and property damage insurance, issued by companies satisfactory to Lessor, insuring the interests of Lessor, Lessee and their authorized agents and employees against all claims that may arise during the Lease term that are in any way connected with the ownership, possession, operation or use of the leased property. This insurance will be at the Lessee's sole cost but must name Lessor as an insured or additional insured. The insurance must be in an amount not less than:
\$500,000 Per person
\$1,000,000 Per accident
\$500,000 Property damage
14. Lessee is responsible for any workers' compensation insurance that may be required under state law.
15. Lessee agrees to furnish to Lessor, no later than five days prior to the date on which the property is delivered to Lessee, a certificate evidencing the insurance required under Articles 13 and 14, including a provision that the insurer will not cancel or materially modify the insurance except after 30 days advance notice to Lessor.
16. Any failure on the part of the Lessee to procure, maintain or renew the required insurance is a default. Lessee agrees to indemnify and hold harmless Lessor, its agents and employees, from any loss, liability or expense caused by Lessee's failure to comply with either the terms of the insurance policy or with the terms and provisions of articles 13 through 16.
17. Lessee may not assign this Lease or any property described in it. Lessee may assign the rights and benefits of this Lease but only with Lessor's prior written consent.
18. Lessor may declare Lessee in default by giving written notice on the occurrence of any of the following events:
 - (a) Failure by Lessee to make rental payments or perform any of its obligations under this Lease.
 - (b) Expiration or cancellation of any insurance policy required by this Lease.
 - (c) Lessee's assignment or involuntary transfer of any interest in this lease not authorized by Article 18 above.
 - (d) Institution by or against Lessee of any proceedings in bankruptcy or insolvency, or the appointment of a receiver or trustee for the goods and chattels of the Lessee.
19. If the Lessee defaults and remains uncorrected for five days following notice of default from Lessor to Lessee, Lessor may exercise any one or more of the following remedies:
 - (a) Termination of the Lease and Lessee's rights hereunder.
 - (b) A declaration that all due but unpaid rent and all other charges under this Lease are due and payable immediately, along with interest at the rate of 1.5% per month from the date of notification of the default to date of payment.
 - (c) Repossession of the property without legal process, free of all rights of the Lessee in the property. By this provision, Lessee expressly authorizes Lessor's agent to enter any premises owned or controlled by Lessee for the purpose of repossessing the property. Lessee specifically waives any right Lessee might have arising out of the entry and repossession and releases Lessor from any claim of trespass or damage. Lessor and Lessee further agree that Lessor shall have the remedy described in this article 20 (c) in the event Lessee fails to return the property when the lease terminates.
20. If Lessee defaults, Lessee shall reimburse Lessor for all reasonable expenses incurred by Lessor in exercising the remedies outlined in Article 20.
21. On the expiration of the lease term, or earlier termination, Lessee shall return the property to Lessor in good repair and working order by:
 - (a) Delivering the property at Lessee's cost and expense to a place specified by Lessor in the city or county to which it was delivered to Lessee, or
 - (b) Loading the property, at Lessee's cost and expense, on board a carrier Lessor designates and shipping the property to the destination designated by Lessor.
22. All notices required to be given under this Lease must be in writing and either personally delivered or deposited in the United States mail, first class postage prepaid, addressed to the party at the address given above. Either party may change its address by giving notice in this manner.
23. This Lease may not be amended or modified in any way without the written agreement of both parties. This Lease and the attached Schedule A constitute the entire agreement between the parties.
24. This Lease has been executed and delivered in the State of Texas and shall be interpreted under and construed in accordance with Texas Law. Venue for any dispute hereunder shall be in Harris County, Texas.
25. Replacement Value of Unit: \$ _____

Executed this _____ day of _____, 20 ____.

LESSOR- Kinloch Equipment & Supply, Inc.

LESSEE (Authorized Party)