



# Rental Agreement Agreement C72889

14300 PONCE DE LEON BLVD., BROOKSVILLE, FL 34601  
BROOKSVILLE 352 798 4978

Date Out: 11/28/2023 Tue

Delivery Date: 11/28/2023 Tue

Bill to: Customer: 801164  
HERNANDO COUNTY SOLID WASTE  
14460 LANDFILL RD  
BROOKSVILLE FL 34614

Jobsite:  
Contact: SCOTT HARPER  
Phone: 352-764-4867  
FLORIDA SHERIFF'S ASSOCIATION  
BID # FSA23-EQU21.0  
ITEM # 22, 80,000 LB LANDFILL  
14460 LANDFILL RD  
BROOKSVILLE, FL  
Sales Rep: BILL HARTT - GEN LINE  
PO #: FSA23-EQU21.0

Order By: SCOTT HARPER

QTY	DESCRIPTION	4WEEK
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### Rental Items

- 1. ID: 2T600305 SERIAL:02T600305 MODEL:826K \$26.830  
826 LANDFILL/SOIL COMPACTOR  
ASKING PRICE: \$974,643.00  
NEW CATERPILLAR 826K LANDFILL COMPACTOR HRC

### AGREEMENT AND ACKNOWLEDGEMENT

BY EXECUTION OF THIS RENTAL AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS RENTED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE TERMS AND CONDITIONS OF THIS AGREEMENT (PAGE TWO) AND LESSEE REPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.

LESSEE SIGNATURE X *Elizabeth Narverud*  
PRINT NAME Elizabeth Narverud  
TITLE Chairperson

DATE 2/13/2024

SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA  
ACCEPTED: RING POWER CORPORATION  
BY (LESSOR) JEFF LANGILLE  
DATE 12/6/2023  
*Jeff Langille*  
HE OPS mgr

ORIGINAL Terms and Conditions continued on the backside of this Rental Agreement  
Printed on Monday December 11, 2023 10:49:09 AM by JLANGILLE

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY *[Signature]*  
County Attorney's Office

TERMS AND CONDITIONS

THIS POWER GENERATION (and its attached, a Florida corporation, Lessor and Lessee, enter into the following Lease Agreement (the "Agreement"):

1. RECEIPT, LEASE, USE, MAINTENANCE, EQUIPMENT AND OTHER PERSONAL PROPERTY REFERRED TO AS "EQUIPMENT." The agreement is for rental only and nothing herein contained shall be construed as conveying to the Lessee any right title or interest in or to the Equipment, except the right of possession and use as a lessee. The rental of the Equipment shall not be construed as an offer to sell the Equipment. It is understood and agreed that rentals and use will not constitute a subsequent purchase of the Equipment unless an agreement in writing is made by Lessor and Lessee prior to delivery of the Equipment. Lessee agrees to indemnify, protect, and hold harmless the Lessor, its agents, successors and assigns against all losses, damages, injuries, claims, demands, and expenses, including legal expenses of whatever nature including property damage, personal injury, or third liability arising out of the use, transportation or operation of any Equipment. The terms and conditions of this Agreement are incorporated into any delivery notes received by Lessee.

2. ACCEPTANCE AND RETURN OF EQUIPMENT. The Equipment is the property of Lessor and is in good repair and mechanical condition. Acceptance of delivery constitutes acknowledgment by the Lessee that the Equipment is in good repair and in mechanical condition. If the Equipment is not in proper working order when received, Lessee shall notify Lessor of any claimed deficiency in writing by certified mail within twenty-four (24) hours of delivery of the Equipment or be deemed to have waived any such claim. Use of and to the Equipment shall pass to the Lessee when the Equipment leaves the Lessor's yard. In the event the Equipment is damaged during the term of the Lease, the Lessee shall at its own expense maintain the Equipment in good working order and condition. The Lessee is responsible for all repairs to the Equipment. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted, to the rental location on the day specified or earlier if determined by Lessor.

3. CHARGES. Lessee shall promptly pay no later than thirty (30) days from the date of the invoice of the Lessor's Address set forth in the Agreement all rental and other charges, including but not limited to taxes, mileage, vehicle repairs, minimum down payment and fuel. Acceptable forms of payment include: (1) cash or certified check; (2) money order; (3) check if payment is made with a credit card and the Lessor accepts that a signature authorizing the use is not specifically required to complete the sale. The date, amount and receipt number shall be provided to Lessee for a maximum of one month. Lessee shall pay 10% per hour per day 24 hours per day 24 hours per day 24 hours per day. Double-duty use will incur a charge of one-and-a-half (1 1/2) times the hourly rate and triple-duty use will incur a charge of two (2) times the hourly rate. Rentals are F.O.B. at Lessor's Rental Office. Shipping charges from such location to destination to include and return of transportation loading, unloading, unhooking and hooking up shall be paid by Lessee and the Lessor further agrees that it is the Lessee's responsibility to provide competent and adequate labor and auxiliary equipment including rigging, for transport of assembly and/or disassembly of the Equipment. Lessee shall remain liable for rent under this agreement, and not their equipment to be charged, for damaged Equipment until the Equipment is returned to the same condition as received by Lessee. In the event of the loss or destruction of the Equipment or any of its accessories for any reason, or the failure to return the same for any reason, Lessee shall promptly pay Lessor the fair market value at the time of the loss plus all past due rent. No credit shall be given for non-working days and the Lessee shall not be entitled to a discount or reduction of rent for any reason whatsoever.

4. USE OF EQUIPMENT. Equipment shall be used only in Lessee's business and not any of its place of business or job site (except that the Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. At no time shall the Equipment be used in or near air water. In any event, the Equipment shall not be removed from the continental United States. Lessee shall notify Lessor prior to moving Equipment from its place of business or the job site as set forth in the Agreement, of the location and person to which the Equipment is returned and the date the Equipment is returned or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, survey, plans, and legal description of premises).

5. MAINTENANCE. Lessee shall perform and pay for all services, adjustments and lubrication of Equipment including but not limited to, cleaning of Equipment before each shift, and washing fuel, oil and water and flushing cooling system (engine only), and checking low pressures and battery fluid and charge levels at each weekly, repair and replacement of all friction, metal air, cushions, bands and other damage components, drive sprockets, counter shafts, idlers, pins, pads, rub rails, rollers and bushings.

6. LIABILITY. Lessor shall not be liable to Lessee for any loss of liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under the Agreement. LESSEE IS RESPONSIBLE FOR MAKING ARRANGEMENTS FOR THE RETURN OF THE EQUIPMENT. THIS AGREEMENT DOES NOT TERMINATE UNTIL THE EQUIPMENT IS RECEIVED IN GOOD CONDITION AT LESSOR'S RENTAL OFFICE.

7. INSURANCE. Lessee shall at Lessee's expense during the term hereof, maintain in force a policy of general liability with a limit of at least \$1,000,000 with bodily injury and death liability limits of at least \$1,000,000 for each person in each accident on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee. As a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of such Equipment any of Lessor's employees, Lessee shall insure the equipment for its full replacement value under a standard physical damage ALL RISKS POLICY with an insurance company acceptable and approved by King Power. Lessee shall furnish Lessee a certificate of such insurance naming King Power as an additional insured, which it may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee agrees to advise the processors of law policy and to make a written report to Lessor and the insurer within thirty (30) days of the date of any accident or occurrence involving such Equipment, unless it agrees to advise the processor of law policy and to make a written report to Lessor and the insurer within thirty (30) days of the date of any accident or occurrence involving such Equipment. Lessee's insurance shall also include coverage for theft and vandalism. Lessor's liability shall be limited to the replacement value of the equipment, and shall not include consequential or indirect damages of any kind whatsoever. Lessor's liability shall be limited to the replacement value of the equipment, and shall not include consequential or indirect damages of any kind whatsoever.

8. COMPLIANCE WITH LAW. Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including hearing and building code requirements and shall obtain, maintain and hold Lessor harmless from all tax, liability and equipment, and shall not be responsible for its own attorney fees and costs, and shall retain some right to a jury trial.

9. VENUE AND CHOICE OF LAW. This Agreement shall be governed by the laws of Florida. The Lessee specifically agrees to personal jurisdiction in the State of Florida and agrees that venue for all actions related to the Agreement or actions related to the Equipment of any kind will be brought in a state court of competent jurisdiction in Jacksonville, Duval County, Florida or St. Augustine, St. Johns County, Florida.

10. DEFAULT. An event of default shall occur if: (a) Lessee fails to pay rent and each hour continues for a period of the (5) day; (b) Lessee shall fail to perform or observe any conditions in the Agreement for ten (10) days after written notice; (c) Lessee ceases doing business as a going concern, not as an assignment for the benefit of creditors; or (d) Lessee has abandoned the Equipment or attempts to remove, sell, transfer, or encumber the Equipment.

11. REMEDY: All payment rent shall bear interest at the highest lawful rate in the State of Florida. In the event of default or breach of this Agreement by Lessee, Lessor, at its option, shall be entitled to any one or more of the following remedies: Lessor may: (a) enter premises where Equipment is located and remove same irrespective of removal of Equipment with or without process of law and without notice or liability to Lessee; (b) terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have; (c) collect from Lessee for arrears of rent and expenses of removing; (d) accrue to the remaining rental payments to be due and payable immediately, which shall be construed as liquidated damages and not as a penalty; (e) collect from Lessee the fair market value of the Equipment, for loss of use or for any loss or damage to the Equipment, for loss of use or for any loss or damage to the equipment directly caused by Lessee's default or breach of this Agreement. Lessee agrees to pay all costs of collection and expenses which may be incurred by Lessor to enforce any right provided in the Agreement.

12. DECLARATION OF WARRANTIES. Lessor makes NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TO OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT, LESSEE TAXES AND RENTS EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS.

13. NOTICE: Any notice to be given or mailed by certified mail, return receipt requested, with postage prepaid, at the respective addresses set forth in the Agreement.

14. SPECIAL PROVISIONS:

a) LESSEE'S GENERAL RESPONSIBILITY. Under this Agreement the Lessee renting the Equipment is responsible to Lessor for any loss or damage to the Equipment caused by the Lessee and at its return in the same condition in which received, ordinary wear and tear excepted for loss of use or for any loss or damage.

b) SUBROGATION. In the event of any loss or damage to the Equipment, Lessee shall have the right of subrogation with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee shall cooperate.

c) RENT, TRUCK AND WAREHOUSE RENTAL ("TRUCK"). At King Power's option, TRUCK may be offered, if offered and accepted by Lessee, the "Fee, Truck and Warehouse Rental" option ("TRUCK") is not required. The TRUCK option may be selected by the Lessee only at the commencement of the rental term by Lessee indicating the "ACCEPTS TRUCK" addendum on the rental order and by Lessor paying the add-on charges specified therein. The TRUCK option is not available for over the road vehicles, Cranes, Shredders in Moving and Relocation Applications. If the Lessee accepts the TRUCK option and the Lessee fulfills all terms, conditions and provisions of this Agreement including making all of payments required, time being of the essence, then Lessor agrees to waive the Lessee's liability to Lessor for loss or damage to the equipment due to the specific items relating to Fee, Truck and Warehouse exceeding the limits of the following applicable amounts: (a) \$500 per day of equipment; or (b) triple the monthly rental charge in effect on the date of the agreement per term of equipment, without regard to the rental period of the agreement. \*Opting for TRUCK does not cover your obligation under the Agreement to provide General Liability Coverage. \*Opting for TRUCK does not waive your obligation under the Agreement to provide General Liability Coverage.

d) When compliance with and inclusion in this Agreement, they shall be deemed to be parties pursuant to the terms of this Agreement.

e) This Agreement may be executed in multiple counterparts if separate signatures of each party's authorized representative shall be deemed to be binding upon both parties.

f) THE LESSEE SPECIFICALLY AGREES TO WAIVE ALL RIGHTS TO A JURY TRIAL IN THE STATE OF FLORIDA.

g) AUTHORIZED OPERATORS. CUSTOMER shall only permit individuals to operate a piece of Equipment if that individual possesses the necessary experience, training, certification and/or licensing to safely do so. CUSTOMER releases, holds harmless and indemnifies King Power Corporation, its subsidiaries and affiliated companies, their officers, agents and employees against any and all tax, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or third liability resulting from, or allegedly resulting from, an operator's loss of such experience, training, certification and/or licensure.

h) SAFETY EQUIPMENT. CUSTOMER shall require any and all operators of Equipment to wear or use proper safety equipment, including but not limited to any harness or personal protective equipment, that a reasonable operator would use while operating such Equipment, or as recommended and/or required by the operator's manual for the Equipment. CUSTOMER shall release, hold harmless and indemnify Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against any and all tax, liability, expense including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or third liability, resulting from, or allegedly resulting from, an operator's failure to wear or use such safety equipment.



**FIRE THEFT & VANDALISM WAIVER DECLINES ADDENDUM**

(NOT AVAILABLE FOR CRANES, OVER THE ROAD VEHICLES AND MOWING/MULCHING APPLICATIONS)

**By declining Fire, Theft and Vandalism Waiver, Lessor agrees to have physical damage insurance coverage in place for the full replacement value of the machine and/or attachments rented. Lessor also agrees to list Ring Power Corporation as Loss Payee in reference to physical damage insurance coverage.**

LESSEE SIGNATURE: EN DATE: 2/13/2024

PRINT NAME: Elizabeth Narverud TITLE: Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY [Signature]  
County Attorney's Office