

Ring Power®



14300 PONCE DE LEON BLVD., BROOKSVILLE, FL 34601
BROOKSVILLE 352 796 4978

Rental Agreement Agreement C72889

Date Out: 11/28/2023 Tue

Delivery Date: 11/28/2023 Tue

Jobsite:

Contact: SCOTT HARPER

Phone: 352-754-4857

FLORIDA SHERIFF'S ASSOCIATION

BID # FSA23-EQU21.0

ITEM # 22, 80,000 LB LANDFILL

14450 LANDFILL RD

BROOKSVILLE, FL

Sales Rep: BILL HARTT - GEN LINE

PO #: FSA23-EQU21.0

Bill to: Customer: 801154
HERNANDO COUNTY SOLID WASTE
14450 LANDFILL RD
BROOKSVILLE FL 34614

Order By: SCOTT HARPER

QTY DESCRIPTION

4WEEK

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

DATE 2/13/2024

SUBJECT TO ACCEPTANCE AT JACKSONVILLE, FLORIDA

ACCEPTED: RING POWER CORPORATION

PRINT NAME

Elizabeth Narverud

BY (LESSOR)

JEFF LANGILLE

TITLE

Chairperson

DATE

12/6/2023

ORIGINAL

Terms and Conditions continued on the backside of this Rental Agreement

Printed on Monday December 11, 2023 10:49:09 AM by JLANGILLE

C72889

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APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY

County Attorney's Office

TERMS AND CONDITIONS

RING POWER CORPORATION (and its affiliates, a Florida corporation), Lessor, and Lessee, enter into the following Lease Agreement (the "Agreement"):

3. RENTAL: Lessor rents to Lessee machinery, equipment and other personal property referred to as "Equipment." This 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 paid will not apply toward 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 strict liability arising out of the use, transportation, condition, or operation of any Equipment. The terms and conditions of this Agreement are incorporated into all other leases executed 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 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. Risk of loss 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 this 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 sooner if demanded by Lessor.

3. CHARGES: Lessee shall promptly pay no later than thirty (30) days from the date of the invoice at the Lessor's Address set forth in the Agreement all rental and other charges, including but not limited to time, mileage, service, repairs, minimum delivery, pick-up and fuel. Acceptable forms of payment include: EFT, wire, credit card, company check, certified check, money order, cash. If payment is made with a credit card the Lessee asserts that a signature authorizing the sale is not specifically required to constitute the sale. The daily, weekly and monthly rental shall entitle Lessee to a maximum of one shift use (8 hours per day, 40 hours per week, 176 per month). Double-shift use will incur a charge of one-and-a-half (1-1/2) times the hourly rate and triple-shift 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 and return all transportation loading, unloading, assembling and disassembling costs shall be paid by Lessee and the Lessee further agrees that it is the Lessee's responsibility to provide competent and adequate labor and auxiliary equipment, including rigging, for purposes of assembly and/or disassembly of the Equipment. Lessee shall remain liable for rent under this agreement, and rent shall continue to be charged, for damaged Equipment until the Equipment is repaired 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 abatement, reduction of or set off against rent for any reason whatsoever.

4. USE OF EQUIPMENT: Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that 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 ever be used in or near salt 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 this Agreement, of the location and project to which the Equipment is relocated and the dates the Equipment is removed 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, surety, if any, and legal description of premises).

5. SERVICE: Lessee shall perform and pay for all services, adjustments, and lubrication of Equipment including but not limited to: checking of Equipment before each shift, and supplying fuel, oil and water, and checking cooling system (engine only), and, checking tire pressures and battery fluid and charge levels at least weekly; repair and replacement of all broken materials, cutches, blades and other carriage components, drive sprockets, crawler chains, idlers, pins, pads, rubbers, rollers and bushings.

6. LIABILITY: Lessor shall not be liable to Lessee for any loss or liability of any kind, including without limitation consequential or indirect damages of any kind whatsoever under this 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. Also at Lessee's expense, 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 Ring Power. Lessee shall furnish Lessor a certificate of such insurance naming Ring Power as an additional insured, which may not be canceled or materially modified except on thirty (30) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to make a written report to Lessor and the insurer within forty-eight (48) hours of Lessee's knowledge of any accident or occurrence involving such Equipment. Lessee agrees and warrants that Lessee shall not use the Equipment in violation of the manufacturer's instructions or in any manner that would constitute a breach of the manufacturer's warranty or violate any applicable insurance coverage. Lessee's insurance shall also insure except as may be otherwise provided herein, against all risks of direct physical loss or damage to the Equipment, while in transit or otherwise within the United States of America and Canada, and shall also include general average and salvage charges on Equipment while waterborne.

8. COMPLIANCE WITH LAWS: 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 licensing and building code requirements and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense, each party shall be responsible for its own attorney fees and costs, and both parties waive any right to a jury trial.

9. VENUE AND CHOICE OF LAW: This Agreement shall be controlled 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 such failure continues for a period of five (5) days; (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, makes 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. REMEDIES: All delinquent 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 inoperative or remove 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 rearing, (d) accelerate 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. DISCLAIMER OF WARRANTIES: LESSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL EQUIPMENT. LESSEE TAKES 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/or 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, Lessor 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.) **THEFT, THEFT AND VANDALISM WAIVER ("FTV")** As Ring Power's option, FTV may be offered, if offered and accepted by Lessee, the "Theft and Vandalism Waiver" option ("FTV") is not insurance. The FTV option may be accepted by the Lessee only at the commencement of the rental term by Lessee initialed the "ACCEPTS FTV" addendum on the rental invoice and by Lessee paying the additional charges specified therein. The FTV option is not available for over the road vehicles, Cranes, Machines in Moving and Relocating Applications. If the Lessee accepts the FTV option and the Lessee fulfills all terms, conditions and provisions of this Agreement, including making of all 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 perils relating to Fire, Theft and Vandalism exceeding the larger of the following applicable amounts: (a) \$500 per item of equipment or (b) triple the monthly rental charge in effect on the date of this agreement per item of equipment, without regard to the rental period of this agreement. **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage. **Opting for FTV does not waive your obligation under the Agreement to provide General Liability Coverage.

d.) When demonstrator units are included in this Agreement, they shall be deemed to be Rentals pursuant to the terms of this Agreement.

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

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 licensure to safely do so. CUSTOMER releases, holds harmless and waives Ring Power Corporation, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury, or strict liability resulting from, or allegedly resulting from, an operator's lack of such experience, training, certification and/or licensure.

h.) **SAFETY EQUIPMENT:** CUSTOMER will require any and all operators of Equipment to wear or use proper safety equipment, including but not limited to any harnesses 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 will release, hold harmless and indemnify Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against any and all loss, liability, expense, including reasonable attorneys' fees, damages including, but not limited to, property damage, personal injury or strict liability, resulting from, or allegedly resulting from, an operator's failure to wear or use such safety equipment.

Initials: _____