

CITY OF TARPON SPRINGS, FL

PROCUREMENT SERVICES

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director *AL*
DATE: 03/28/2023
SUBJECT: Ratify an Increase to File No. 190115-C-CM, Equipment Rental and Related Products and Services through OMNIA Partners Contract No. 201900318

RECOMMENDATION:

Ratify an Increase to File No. 190115-C-CM, Equipment Rental and Related Products and Services through OMNIA Partners Contract No. 201900318 with HERC Rental from an annual amount not to exceed \$24,000 to \$94,000, an annual increase of \$70,000, through October 31, 2023, for various City departments. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On May 2, 2019, the contract was administratively awarded. On October 5, 2020, the contract was increased administratively to \$24,000. The purpose of this contract is to provide equipment rental and related products and services. This contract is effective through October 31, 2023, with an option to renew for (2) additional (2) year periods.

The reason for the increase to \$70,000 versus only increasing by \$40,000 is that the following amounts need to be rectified for current rentals:

1 Dump Truck Rental Invoice amounts: \$1,950, \$1,950 = \$3,900

Parks Division rents this dump truck for daily use due to two vehicles becoming inoperative. Asset #4202 - 97 ford F350, has truck bed damage, when making turns the truck bed is starting to become dislodged from the vehicle; and Asset #4441 - 99 GMC Sierra 3500, this vehicle has not been running properly and was sent to Ferman Chevy for engine diagnosis, the vehicle has been locked out for an estimated 3 months. The rental vehicle is needed to provide for hauling

landscaping equipment, plant materials and for cleaning up debris around the city and parks areas. The Parks Division is forecasting in the FY24 budget for the purchase of a new vehicle to replace the older vehicles and to eliminate the need for continued renting.

1 Loader Invoice amounts: \$4,900, \$4,900, \$4,447, \$4,322, \$413, \$4,325, \$3282 = \$26,589

A new loader was recently approved for purchase by the Board.

Total spent is \$30,489.

The remaining amount requested \$39,511 is to be able to continue to pay for the ongoing rentals, the Dump truck average monthly cost is \$1,950 thru the end of the contract period of October 31, 2023, which totals \$15,600; and the Loader (which will be required thru June until the newly purchased loader arrives) monthly cost is \$4,900 for another 4 months which totals \$19,600. The total for those two vehicles is \$35,200. The remaining \$4,311 will be used to rent miscellaneous equipment from Herc as required for projects through the remainder of the annual contract period. The overall total cost for the rentals should decrease over time by an estimated \$30,000 once the new loader arrives.

FUNDING: Funding will be identified as requirements arise.

Accepted by: _____ Attest: _____
City Manager City Clerk



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

RECEIVED
SEP 24 2023

BILL TO:

CITY OF TARPON SPRINGS
P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

BY: _____

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
33195120-005	02/23/2023
INVOICE AMOUNT	CURRENCY
\$ 1950.00	USD
CUSTOMER NO.	TERMS
4344141	Due Upon Receipt
ACH PAYMENT	
Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals
CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	PR/CONTROL By Herc Rentals www.HercRentals.com
PAY BY PHONE/QUESTIONS: 877-953-8778	
AMOUNT ENCLOSED: \$	

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
210139	54552604	4344141	ERIK DAVIS
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
JAMES BURKE		OTG	
JOB #/SITE			
39- CITY OF TARPON S			

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	TRUCK DUMP 3-4 YD STD 4WD GAS	8/ 319.00	53.17	319.00	861.00	1950.00	1950.00
IC#: 800356748 CAT/Class: 6596110							
Make: FORD Model: F550 Ser #: 1FDUF5HN4NED63971							
LICENSE: FL 10BTQZ							
MI OUT: 267.00 MI IN: MIL CHG: .25							

BPO # 230103
VENDOR # 10479
DATE _____
LINE ITEM # _____
ACCOUNT # 001-1403-572.4400
COMMODITY # 975 066

To ensure accurate payment processing, please include a remittance with your payment.
If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
If paying with Check by Phone, call 877-953-8778 (option 1, option 1).

Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:

CITY OF TARPON SPRINGS
325 PINE ST
TARPON SPRINGS, FL 34689

RENTED FROM:

HERC RENTALS 381
2620 W ORANGE BLOSSOM TRAI
APOPKA, FL 32712
PH: 407-553-4400

RENTAL DAYS:	30
INVOICE FROM:	1/24/23
INVOICE TO:	2/23/23

RENTAL START DATE: 9/26/22 13:00

	Original	Adjustment	Total
RENTAL CHARGES	1950.00		1950.00
TOTAL CHARGES	1950.00		1950.00

LATE CHARGES MAY APPLY

CUSTOMER #: 4344141

RES/QUOTE #: 54552604

INVOICE #: 33195120-005

INVOICE DATE: 02/23/2023



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

BILL TO:

CITY OF TARPON SPRINGS
P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
33195120-004	01/24/2023
INVOICE AMOUNT	CURRENCY
\$ 1950.00	USD
CUSTOMER NO.	TERMS
4344141	Due Upon Receipt
ACH PAYMENT	
Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals
CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	 By Herc Rentals www.HercRentals.com
PAY BY PHONE/QUESTIONS: 877-953-8778	
AMOUNT ENCLOSED: \$	

To ensure accurate and timely posting, detach and send top portion with your payment

PO #		RES/QUOTE #		CUSTOMER #		SALES REP		
210139		54552604		4344141		ERIK DAVIS		
ORDERED BY		DELIVERED BY		SIGNED BY		CLOSED BY		
JAMES BURKE				OTG				
JOB #/SITE								
39- CITY OF TARPON S								
QTY	EQUIPMENT #		HRS/MINIMUM	HOURLY	DAY	WEEK	4 WEEK	AMOUNT
1	TRUCK DUMP 3-4 YD STD 4WD GAS		8/ 319.00	53.17	319.00	861.00	1950.00	1950.00

IC#: 800356748 CAT/Class: 6596110
Make: FORD Model: F550 Ser #: 1FDUF5HN4NED63971
LICENSE: FL 10BTQZ
MI OUT: 267.00 MI IN: MIL CHG: .25

BPO # 230103
VENDOR # 10479
DATE _____
LINE ITEM # _____
ACCOUNT # 001-1403-572.4400
COMMODITY # 975 066

\$1950.00

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Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
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Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

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SHIP TO:

CITY OF TARPON SPRINGS
325 PINE ST
TARPON SPRINGS, FL 34689

RENTED FROM:

HERC RENTALS 381
2620 W ORANGE BLOSSOM TRAI
APOPKA, FL 32712
PH: 407-553-4400

RENTAL DAYS:	30
INVOICE FROM:	12/25/22
INVOICE TO:	1/24/23

RENTAL START DATE: 9/26/22 13:00

	Original	Adjustment	Total
RENTAL CHARGES	1950.00		1950.00
TOTAL CHARGES	1950.00		1950.00

LATE CHARGES MAY APPLY

CUSTOMER #: 4344141

RES/QUOTE #: 54552604

INVOICE #: 33195120-004

INVOICE DATE: 01/24/2023




27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

BILL TO:

CITY OF TARPON SPRINGS
P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
33199942-002	11/26/2022
INVOICE AMOUNT	CURRENCY
\$ 4900.00	USD
CUSTOMER NO.	TERMS
4344141	Due Upon Receipt
ACH PAYMENT	
Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals
CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	 www.HercRentals.com
PAY BY PHONE/QUESTIONS: 877-953-8778	
AMOUNT ENCLOSED: \$	

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
210139	54554342	4344141	ERIK DAVIS
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
VECCHIONE, MIKE		OTG	

JOB #/SITE

39- CITY OF TARPON S

QTY	EQUIPMENT #	HRS/MINIMUM	HOURLY	DAY	WEEK	4 WEEK	AMOUNT
1	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	8/ 672.00	112.00	672.00	1719.00	4900.00	4900.00

IC#: 800272418 CAT/Class: 2651310

Make: VOLVO Model: L70H Ser #: VCE0L70HC0S623911

HR OUT: 1205.00 HR IN: HR CHG:

BFO # 230103

VENDOR # 10479

DATE

LINE ITEM #

ACCOUNT # 401-409-534.4400

COMMODITY # 975066

\$ 4900.00

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If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
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If paying with Check by Phone, call 877-953-8778 (option 1, option 1).

Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:

CITY OF TARPON SPRINGS
325 PINE ST
TARPON SPRINGS, FL 34689

RENTED FROM:

HERC RENTALS 370
4609 HWY 92 EAST
LAKELAND, FL 33801
PH: 863-668-0393

RENTAL DAYS: 30

INVOICE FROM: 10/27/22

INVOICE TO: 11/26/22

RENTAL START DATE: 9/27/22 9:00

	Original	Adjustment	Total
RENTAL CHARGES	4900.00		4900.00
TOTAL CHARGES	4900.00		4900.00

LATE CHARGES MAY APPLY

CUSTOMER #: 4344141

RES/QUOTE #: 54554342

INVOICE #: 33199942-002

INVOICE DATE: 11/26/2022



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

BILL TO:

CITY OF TARPON SPRINGS
P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

RENTAL INVOICE

INVOICE NO.		INVOICE DATE	
33199942-003		12/26/2022	
INVOICE AMOUNT		CURRENCY	
\$ 4900.00		USD	
CUSTOMER NO.		TERMS	
4344141		Due Upon Receipt	
ACH PAYMENT			
Beneficiary's Bank:		Wells Fargo	
RTN/ABA#:		121000248	
Acct#:		4217127869	
Beneficiary's Name:		Herc Rentals	
CHECK PAYMENT		ONLINE PAYMENT	
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193		 www.HercRentals.com	
PAY BY PHONE/QUESTIONS: 877-953-8778			
AMOUNT ENCLOSED: \$			

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
210139	54554342	4344141	ERIK DAVIS
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
VECCHIONE, MIKE		OTG	

JOB #/SITE

39- CITY OF TARPON S

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	WHEEL LOADER 3.0-3.4 YD STD BKT DSL IC#: 800272418 CAT/Class: 2651310 Make: VOLVO Model: L70H Ser #: VCE0L70HC0S623911 HR OUT: 1205.00 HR IN: HR CHG:	8/	672.00	112.00	672.00	1719.00	4900.00

BPO #

VENDOR #

DATE

LINE ITEM #

ACCOUNT #

COMMODITY #

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SHIP TO:
CITY OF TARPON SPRINGS
325 PINE ST
TARPON SPRINGS, FL 34689

RENTED FROM:
HERC RENTALS 370
4609 HWY 92 EAST
LAKELAND, FL 33801
PH: 863-668-0393

RENTAL DAYS: 30
INVOICE FROM: 11/26/22
INVOICE TO: 12/26/22

RENTAL START DATE: 9/27/22 9:00

	Original	Adjustment	Total
RENTAL CHARGES	4900.00		4900.00
TOTAL CHARGES	4900.00		4900.00

LATE CHARGES MAY APPLY

CUSTOMER #: 4344141

RES/QUOTE #: 54554342

INVOICE #: 33199942-003

INVOICE DATE: 12/26/2022



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

BILL TO:

CITY OF TARPON SPRINGS
P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

RECEIVED
JUN 30 2023
BY: [Signature]

RENTAL INVOICE

INVOICE NO.		INVOICE DATE	
33413526-001		01/29/2023	
INVOICE AMOUNT		CURRENCY	
\$ 4447.00		USD	
CUSTOMER NO.		TERMS	
4344141		Due Upon Receipt	
ACH PAYMENT			
Beneficiary's Bank:		Wells Fargo	
RTN/ABA#:		121000248	
Acct#:		4217127869	
Beneficiary's Name:		Herc Rentals	
CHECK PAYMENT		ONLINE PAYMENT	
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193		 By Herc Rentals www.HercRentals.com	
PAY BY PHONE/QUESTIONS: 877-953-8778			
AMOUNT ENCLOSED: \$			

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
210139		4344141	ERIK DAVIS
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
RALPH		OTG	

JOB #/SITE							
1 - YARD WASTE							
QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	WHEEL LOADER 3.0-3.4 YD STD BKT DSL IC#: 800250584 CAT/Class: 2651310 Make: VOLVO Model: L70H Ser #: 623549 HR OUT: 2359.00 HR IN: HR CHG:	8/	593.00	98.83	593.00	1516.00	4322.00

Order # 230103
Vendor # 10479
DATE _____
LINE ITEM # _____
ACCOUNT # 401-409-534.4400
COMMODITY # 975 066
\$4,447.00

To ensure accurate payment processing, please include a remittance with your payment.
If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
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Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
YARD WASTE
898 S LEVIS AVE
TARPON SPRINGS, FL 34689

RENTED FROM:
HERC RENTALS 369
39418 U.S. HIGHWAY 19 N.
TARPON SPRINGS, FL 34689
PH: 727-938-5922

RENTAL DAYS: 30
INVOICE FROM: 12/29/22
INVOICE TO: 1/28/23

	Original	Adjustment	Total
RENTAL CHARGES	4322.00		4322.00
DELIVERY/PICK UP	125.00		125.00
TOTAL CHARGES	4447.00		4447.00

RENTAL START DATE: 12/29/22 13:00

LATE CHARGES MAY APPLY

CUSTOMER #: 4344141

RES/QUOTE #:

INVOICE #: 33413526-001

INVOICE DATE: 01/29/2023



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

BILL TO:

CITY OF TARPON SPRINGS
P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

RENTAL INVOICE

INVOICE NO.		INVOICE DATE	
33413526-002		02/27/2023	
INVOICE AMOUNT		CURRENCY	
\$ 4322.00		USD	
CUSTOMER NO.		TERMS	
4344141		Due Upon Receipt	
ACH PAYMENT			
Beneficiary's Bank:		Wells Fargo	
RTN/ABA#:		121000248	
Acct#:		4217127869	
Beneficiary's Name:		Herc Rentals	
CHECK PAYMENT		ONLINE PAYMENT	
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193		 www.HercRentals.com	
PAY BY PHONE/QUESTIONS: 877-953-8778			
AMOUNT ENCLOSED: \$			

To ensure accurate and timely posting, detach and send top portion with your payment

PO #		RES/QUOTE #		CUSTOMER #		SALES REP		
210139				4344141		ERIK DAVIS		
ORDERED BY		DELIVERED BY		SIGNED BY		CLOSED BY		
RALPH				OTG				
JOB #/SITE								
1 - YARD WASTE								
QTY	EQUIPMENT #		HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	WHEEL LOADER 3.0-3.4 YD STD BKT DSL		8/ 593.00	98.83	593.00	1516.00	4322.00	4322.00
IC#: 800250584 CAT/Class: 2651310								
Make: VOLVO Model: L70H Ser #: 623549								
HR OUT: 2359.00 HR IN: HR CHG:								

BPO # _____
VENDOR # 10479
DATE _____
LINE ITEM # _____
ACCOUNT # 401-4109-534.4400
COMMODITY # 975 066

To ensure accurate payment processing, please include a remittance with your payment.
If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
If paying with Check by Phone, call 877-953-8778 (option 1, option 1).

Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

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SHIP TO:
YARD WASTE
898 S LEVIS AVE
TARPON SPRINGS, FL 34689

RENTED FROM:
HERC RENTALS 369
39418 U.S. HIGHWAY 19 N.
TARPON SPRINGS, FL 34689
PH: 727-938-5922

RENTAL DAYS: 30
INVOICE FROM: 1/28/23
INVOICE TO: 2/27/23

RENTAL START DATE: 12/29/22 13:00

	Original	Adjustment	Total
RENTAL CHARGES	4322.00		4322.00
TOTAL CHARGES	4322.00		4322.00

LATE CHARGES MAY APPLY

CUSTOMER #: 4344141

RES/QUOTE #:

INVOICE #: 33413526-002

INVOICE DATE: 02/27/2023



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

BILL TO:

CITY OF TARPON SPRINGS
P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
33411736-002	02/27/2023
INVOICE AMOUNT	CURRENCY
\$ 413.00	USD
CUSTOMER NO.	TERMS
4344141	Due Upon Receipt
ACH PAYMENT	
Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals
CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	 www.HercRentals.com
PAY BY PHONE/QUESTIONS: 877-953-8778	
AMOUNT ENCLOSED: \$	

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
	54753655	4344141	ERIK DAVIS
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
OSWALD, RALPH		WET SIGNATURE	

JOB #/SITE							
1 - YARD WASTE							
QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT

1	LOADER ATTACHMENT ROOT RAKE NO CLAMP	8/ 93.00	15.50	93.00	219.00	413.00	413.00
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IC#: 800171264 CAT/Class: 2907000

Make: JRB Model: QC300LR Ser #: AKR46574

BPO #

VENDOR # 10479

DATE

LINE ITEM #

ACCOUNT # 401-4109-534. 4400

COMMODITY # 975066

\$ 413.00

To ensure accurate payment processing, please include a remittance with your payment.
If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
If paying with Check by Phone, call 877-953-8778 (option 1, option 1).

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THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
YARD WASTE
898 S LEVIS AVE
TARPON SPRINGS, FL 34689

RENTED FROM:
HERC RENTALS 368
5725 ADAMO DRIVE
TAMPA, FL 33619
PH: 813-623-6581

RENTAL DAYS: 30
INVOICE FROM: 1/28/23
INVOICE TO: 2/27/23

RENTAL START DATE: 12/29/22 10:00

	Original	Adjustment	Total
RENTAL CHARGES	413.00		413.00
TOTAL CHARGES	413.00		413.00

LATE CHARGES MAY APPLY

CUSTOMER #: 4344141

RES/QUOTE #: 54753655

INVOICE #: 33411736-002

INVOICE DATE: 02/27/2023




27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

BILL TO:

CITY OF TARPON SPRINGS
P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

FINAL INVOICE

INVOICE NO.	INVOICE DATE
33320218-001	12/12/2022
INVOICE AMOUNT	CURRENCY
\$ 4325.00	USD
CUSTOMER NO.	TERMS
4344141	Due Upon Receipt
ACH PAYMENT	
Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals
CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	 By Herc Rentals www.HercRentals.com
PAY BY PHONE/QUESTIONS: 877-953-8778	
AMOUNT ENCLOSED: \$	

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
	54665675	4344141	ERIK DAVIS
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
ERIC WILLIAMS	HERC	E-SIGNATURE	SHAWN CISNEROS

JOB #/SITE

1 - YARD WASTE

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	WHEEL LOADER 3.5-3.9 YD STD BKT DSL	8/ 613.00	102.17	613.00	1731.00	4410.00	4075.00

IC#: 800246534 CAT/Class: 2651410

Make: VOLVO Model: L90H Ser #: VCE0L90HT0S624871

Hours Free:

HR OUT: 2470.000 HR IN: 2497.000 TOTAL: 27.000

FREE: 104.000 EXCESS: 0 HRS CHG: 43.275

BPO # 230103

VENDOR # 10479

DATE _____

LINE ITEM # _____

ACCOUNT # 401-4109-534.4400

COMMODITY # 975 D662

To ensure accurate payment processing, please include a remittance with your payment.

If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.

Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.

If paying with Check by Phone, call 877-953-8778 (option 1, option 1).

Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:

YARD WASTE
898 LEVIS AVE
TARPON SPRINGS, FL 34688

RENTED FROM:

HERC RENTALS 370
4609 HWY 92 EAST
LAKELAND, FL 33801
PH: 863-668-0393

	Original	Adjustment	Total
RENTAL CHARGES	4075.00		4075.00
DELIVERY/PICK UP	250.00		250.00
TOTAL CHARGES	4325.00		4325.00

RENTAL DAYS: 15
INVOICE FROM: 11/14/22 12:01
INVOICE TO: 11/29/22 12:00

RENTAL START DATE: 11/14/22 12:00

LATE CHARGES MAY APPLY

CUSTOMER #: 4344141

RES/QUOTE #: 54665675

INVOICE #: 33320218-001

INVOICE DATE: 12/12/2022

RENTAL CONTRACT

** COPY **

HercRentalsTM

R.A. No. 33320218

Page 1 of 2

HERC LOCATION: 370	BILL TO CUSTOMER: 4344141	SHIPPING ADDRESS
HERC LAKELAND 4609 HWY 92 EAST LAKELAND, FL 33801 863-668-0393	CITY OF TARPON SPRINGS P.O. BOX 5004 TARPON SPRINGS, FL 34688-5004	YARD WASTE 898 LEVIS AVE TARPON SPRINGS, FL 34688 727-942-5606

DESCRIPTION/CHARGES

EST START: 11/14/22 12:00

EST RETURN: 11/21/22 12:00

DROP DATE: _____

SHIPPED BY:

ORDERED BY: ERIC

DROP TIME: _____

ORDER DATE: 11/11/22

SALESPERSON: 398

SALES COORDINATOR:

RENTAL TAX CLAIM: MUNICIPAL/CITY

TAX DOCUMENT #: 858012621696C2

PO# / JOB#:

/ 1 - YARD WASTE

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
1	WHEEL LOADER 3.5-3.9 YD STD BKT DSL	8/	613.00	102.17	613.00	1731.00	4410.00	

800246534 Make: VOLVO Model: L90H Ser #: VCE0L90HT0S624871

HR OUT: 2470.00 HR CHG:

Equipment may have telematics technology enabled.

Certification Training is available for this equipment. Please contact your local Herc Rentals location for more details.

Customer has declined the purchase of RPP.

DELIVERY CHARGE

125.00

PICKUP CHARGE

125.00

*** Delivery Instructions ***

Poc eric 727-224-3046

TRANSPORTATION-DRIVER WAIT TIME is charged if a driver spends more than 20 minutes waiting to unload/load Equipment after scheduled delivery/pickup time. Wait time is \$20 for each 20-minute period thereafter. Customer is responsible for daily maintenance, fuel, damages, and cleaning fees if Equipment is not cleaned before return. REFUELING-For Equipment valued less than \$5,000 and holds less than 3 GAL when full, we assume that 0.6 GAL are needed to refuel. TO END RENTAL CHARGES, Customer must call the branch to get a release #. *Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage

CONTINUED

Need Sig 06

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN: Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for incidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercRentals.com/us/programs/rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercRentals.com/us/programs/services-and-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth (above) and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges, (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges, (iv) transportation service surcharges (v) repairs and replacement per this contract, (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys (viii) refueling service charges, (viii) fines for use of dyed diesel fuel in on road equipment; (ix) preventative maintenance charges and (x) emissions and environmental surcharges and fees, (xi) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name

Title

Terms are due upon receipt Not valid without Barcode

Customer Signature

Date

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.hercRentals.com)

RENTAL CONTRACT

** COPY **

HercRentalsTM

R.A. No. 33320218

Page 2 of 2

HERC LOCATION: 370	BILL TO CUSTOMER: 4344141	SHIPPING ADDRESS
HERC LAKELAND 4609 HWY 92 EAST LAKELAND, FL 33801 863-668-0393	CITY OF TARPON SPRINGS P.O. BOX 5004 TARPON SPRINGS, FL 34688-5004	YARD WASTE 898 LEVIS AVE TARPON SPRINGS, FL 34688 727-942-5606

DESCRIPTION/CHARGES

EST START: 11/14/22 12:00

EST RETURN: 11/21/22 12:00

DROP DATE: _____

SHIPPED BY:

ORDERED BY: ERIC

DROP TIME: _____

ORDER DATE: 11/11/22

SALESPERSON: 398

SALES COORDINATOR: SHAWN CISNEROS

RENTAL TAX CLAIM: MUNICIPAL/CITY

TAX DOCUMENT #: 858012621696C2

PO# / JOB#:

/ 1 - YARD WASTE

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
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to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, FLA. STAT. _____ (initial)

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RENTAL PROTECTION PLAN. Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays Herc the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, including tax, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/us/programs/rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC. (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/us/programs/services-and-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth [above] and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges, (ii) additional charges for more than one shift use, (iii) freight, delivery, pick up, transportation charges, (iv) transportation service surcharges (v) repairs and replacement per this contract, (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys (viii) refueling service charges, (viii) fines for use of dyed diesel fuel in on road Equipment; (ix) preventative maintenance charges and (x) emissions and environmental surcharges and fees, (xi) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

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CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name

Title

Terms are due upon receipt Not valid without Barcode

Customer Signature

Date

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.hercrentals.com)



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

RECEIVED
DEC 05 2022

BY:

BILL TO:

CITY OF TARPON SPRINGS
P.O. BOX 5004
TARPON SPRINGS, FL 34688-5004

FINAL INVOICE

INVOICE NO.	INVOICE DATE
33326473-001	12/05/2022
INVOICE AMOUNT	CURRENCY
\$ 3282.00	USD
CUSTOMER NO.	TERMS
4344141	Due Upon Receipt
ACH PAYMENT	
Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	4217127869
Beneficiary's Name:	Herc Rentals
CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS INC. P.O. Box 936257 Atlanta, GA 31193	 By Herc Rentals www.HercRentals.com
PAY BY PHONE/QUESTIONS: 877-953-8778	
AMOUNT ENCLOSED: \$	

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
	54678216	4344141	ERIK DAVIS
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
ERIK WILLIAMS	HERC	E-SIGNATURE	BRIAN DUENAS

JOB #/SITE
1 - YARD WASTE

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	WHEEL LOADER 3.0-3.4 YD STD BKT DSL IC#: 800217985 CAT/Class: 2651310 Make: VOLVO Model: L70H Ser #: VCE0L70HV0S623120 Hours Free: HR OUT: 2491.000 HR IN: 2508.000 TOTAL: 17.000 FREE: 96.000 EXCESS: 0 HRS CHG: 37.900	8/ 593.00	98.83	593.00	1516.00	4322.00	3032.00

230103
10479
DATE
LINE ITEM #
ACCOUNT # 401-4109.534.4400
COMMODITY # 975 066

To ensure accurate payment processing, please include a remittance with your payment.
If paying by ACH/Wire, send remittance to HercTimeChecks@hercrentals.com.
Credit Card Payments: send to USCreditCards@hercrentals.com and include remittance.
If paying with Check by Phone, call 877-953-8778 (option 1, option 1).

Is your COI on file with Herc expired or about to be? Please send updated COI electronically to HercCOI@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
YARD WASTE
898 LEVIS AVE
TARPON SPRINGS, FL 34688

RENTED FROM:
HERC RENTALS 370
4609 HWY 92 EAST
LAKELAND, FL 33801
PH: 863-668-0393

	Original	Adjustment	Total
RENTAL CHARGES	3032.00		3032.00
DELIVERY/PICK UP	250.00		250.00
TOTAL CHARGES	3282.00		3282.00

RENTAL DAYS:	14
INVOICE FROM:	11/15/22 14:01
INVOICE TO:	11/29/22 15:00

RENTAL START DATE: 11/15/22 14:00

LATE CHARGES MAY APPLY

CUSTOMER #: 4344141

RES/QUOTE #: 54678216

INVOICE #: 33326473-001

INVOICE DATE: 12/05/2022

RENTAL CONTRACT

HercRentalsTM

R.A. No. 33326473

Page 1 of 2

HERC LOCATION: 370	BILL TO CUSTOMER: 4344141	SHIPPING ADDRESS
HERC LAKELAND 4609 HWY 92 EAST LAKELAND, FL 33801 863-668-0393	CITY OF TARPON SPRINGS P.O. BOX 5004 TARPON SPRINGS, FL 34688-5004	YARD WASTE 898 LEVIS AVE TARPON SPRINGS, FL 34688 727-942-5606

DESCRIPTION/CHARGES									
EST START: 11/15/22 14:00		EST RETURN: 11/22/22 14:00		DROP DATE: _____					
SHIPPED BY:		ORDERED BY: ERIK WILLIAMS		DROP TIME: _____					
ORDER DATE: 11/15/22		SALESPERSON: 398		SALES COORDINATOR:					
RENTAL TAX CLAIM: MUNICIPAL/CITY		TAX DOCUMENT #: 858012621696C2							
PO# / JOB#:		/1 - YARD WASTE							

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
1	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	8/	593.00	98.83	593.00	1516.00	4322.00	
	800217985 Make: VOLVO Model: L70H Ser #: VCE0L70HV0S623120							
	HR OUT: 2491.00 HR CHG:							
	Equipment may have telematics technology enabled.							
	Equipment may have telematics technology enabled.							
	DO NOT RUN EQUIPMENT OUT OF DIESEL FUEL; ADDED							
	CHARGE FOR RE-STARTING SYSTEM							
	Certification Training is available for this equipment. Please contact							
	your local Herc Rentals location for more details.							
	Customer has declined the purchase of RPP.							
	DELIVERY CHARGE							125.00
	PICKUP CHARGE							125.00

TRANSPORTATION-DRIVER WAIT TIME is charged if a driver spends more than 20 minutes waiting to unload/load Equipment after scheduled delivery/pickup time. Wait time is \$20 for each 20-minute period thereafter. Customer is responsible for daily maintenance, fuel, damages, and cleaning fees if Equipment is not cleaned before return. REFUELING-For Equipment valued less than \$5,000 and holds less than 3 GAL when full, we assume that 0.6 GAL are needed to refuel. TO END RENTAL CHARGES, Customer must call the branch to get a release #. *Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage

CONTINUED

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Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name Brenda Leak

Title _____

Terms are due upon receipt Not valid without Barcode

Customer Signature _____

Date _____

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.HercRentals.com)

RENTAL CONTRACT



R.A. No. 33326473

Page 2 of 2

HERC LOCATION: 370 HERC LAKE LAND 4609 HWY 92 EAST LAKE LAND, FL 33801 863-668-0393	BILL TO CUSTOMER: 4344141 CITY OF TARPON SPRINGS P.O. BOX 5004 TARPON SPRINGS, FL 34688-5004	SHIPPING ADDRESS YARD WASTE 898 LEVIS AVE TARPON SPRINGS, FL 34688 727-942-5606															
DESCRIPTION/CHARGES																	
<table style="width:100%; border: none;"> <tr> <td style="width:33%;">EST START: 11/15/22 14:00</td> <td style="width:33%;">EST RETURN: 11/22/22 14:00</td> <td style="width:33%;">DROP DATE: _____</td> </tr> <tr> <td>SHIPPED BY:</td> <td>ORDERED BY: ERIK WILLIAMS</td> <td>DROP TIME: _____</td> </tr> <tr> <td>ORDER DATE: 11/15/22</td> <td>SALESPERSON: 398</td> <td>SALES COORDINATOR: SHAWN CISNEROS</td> </tr> <tr> <td>RENTAL TAX CLAIM: MUNICIPAL/CITY</td> <td>TAX DOCUMENT #: 858012621696C2</td> <td></td> </tr> <tr> <td>PO# / JOB#:</td> <td colspan="2">/ 1 - YARD WASTE</td> </tr> </table>			EST START: 11/15/22 14:00	EST RETURN: 11/22/22 14:00	DROP DATE: _____	SHIPPED BY:	ORDERED BY: ERIK WILLIAMS	DROP TIME: _____	ORDER DATE: 11/15/22	SALESPERSON: 398	SALES COORDINATOR: SHAWN CISNEROS	RENTAL TAX CLAIM: MUNICIPAL/CITY	TAX DOCUMENT #: 858012621696C2		PO# / JOB#:	/ 1 - YARD WASTE	
EST START: 11/15/22 14:00	EST RETURN: 11/22/22 14:00	DROP DATE: _____															
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ORDER DATE: 11/15/22	SALESPERSON: 398	SALES COORDINATOR: SHAWN CISNEROS															
RENTAL TAX CLAIM: MUNICIPAL/CITY	TAX DOCUMENT #: 858012621696C2																
PO# / JOB#:	/ 1 - YARD WASTE																
<table style="width:100%; border: none;"> <tr> <td style="width:10%;">Qty</td> <td style="width:20%;">Equipment #</td> <td style="width:10%;">Hrs/</td> <td style="width:10%;">Min</td> <td style="width:10%;">Hour</td> <td style="width:10%;">Day</td> <td style="width:10%;">Week</td> <td style="width:10%;">Month</td> <td style="width:10%;">Amount</td> </tr> </table> <p>to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, FLA. STAT. _____ (initial)</p>			Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount						
Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount									
CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")																	
<p>RENTAL PROTECTION PLAN. Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays Herc the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, including tax, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review the RPP Terms and Conditions posted on Herc's website at https://www.hercrentals.com/us/programs/rental-protection-plan/terms-and-conditions.html PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.</p>																	
<table style="width:100%; border: none;"> <tr> <td style="width:50%; vertical-align: top;"> <p>A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/us/programs/services-and-associated-charges.html. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth (above) and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (viii) fines for use of dyed diesel fuel in on road Equipment; (ix) preventative maintenance charges and (x) emissions and environmental surcharges and fees; (xi) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.</p> </td> <td style="width:50%; vertical-align: top;"> <p>THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.</p> <p>PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.</p> <p>CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.</p> </td> </tr> </table>			<p>A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at https://www.hercrentals.com/us/programs/services-and-associated-charges.html. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth (above) and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (viii) fines for use of dyed diesel fuel in on road Equipment; (ix) preventative maintenance charges and (x) emissions and environmental surcharges and fees; (xi) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.</p>	<p>THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.</p> <p>PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.</p> <p>CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.</p>													
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Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.																	

Customer Name

Title

Terms are due upon receipt Not valid without Barcode

Customer Signature

Date

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.hercrentals.com)

RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

1. **NATURE OF THIS AGREEMENT.** This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.
2. **WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employee's regular employment, or persons approved by Herc in writing. Customer and all Authorized Operators must: hold a valid driver's license to operate a motor vehicle and be of legal age, and be properly qualified to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is responsible for any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.
3. **RENTAL FEES AND OTHER CHARGES.** Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/us/programs/services-and-associated-charges.html>. Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such amounts. The basic daily, weekly and 4 week rental rates will entitle Customer to a maximum of one shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/10 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4 week charge (for a 4 week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.
4. **CUSTOMER'S RESPONSIBILITIES.** Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining brakes, transmission, cooling and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is responsible for providing a secure and safe work environment for its employees, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the equipment is carried out in compliance with applicable laws, (including but not limited to those relating to worker safety and the environment).
5. **RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and Herc's related expenses, such as loss of use, appraisal fees or recovery costs. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.
6. **EVENTS OF DEFAULT.** Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance, including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.
7. **REMEDIES OF HERC.** In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peacefully enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability to Customer or liability to any third party. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, expense of relaying, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, any property and/or persons, notwithstanding such termination. Herc shall have the right to issue and circulate their notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.
8. **INSURANCE.** Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of \$1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or non-contributory basis, afforded to Herc shall be primary to, and non-contributory with, any other insurance on which Herc is named insured, whether such other insurance is primary, co-insurance, self-insurance, or insurance on any other basis, to the fullest extent permitted by law. Further, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state noted above; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form) with limits of insurance not less than \$1 million per occurrence and \$2 million in the aggregate. Customer shall name Herc as an additional insured for all claims and liability arising out of the maintenance, operation, or use by the Customer of equipment leased to Customer by Herc (providing coverage equal to or greater than the standard ISO CG 20 24 11 85). Such insurance shall be primary and non-contributory to any other insurance maintained by Herc. Customer further agrees that the amount of insurance available to Herc shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this agreement. In the event any policy provided in compliance with this agreement states that the insurance afforded to an additional insured will not be broader than that required by contract, or words of similar meaning, Customer agrees that nothing in this agreement is intended to restrict or limit the breadth of such insurance; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), while in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of \$1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that Herc must receive not less than 30 days' notice prior to any cancellation. Customer shall provide Herc with documented proof of all required insurance coverage. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, and for and in addition to consideration of providing the Equipment herein, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, DAMAGES, ENVIRONMENTAL SPILLS (including but not limited to costs, expenses, delays, deductible amounts of insurance, and liquidated, consequential and punitive damages) ATTORNEYS' FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY OBLIGATION ON THEIR PART, ARISING OUT OF OR IN CONNECTION WITH ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DESTRUCTION, SERVICE OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER. CUSTOMER WILL, AT ITS SOLE EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS, AND WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS.
10. **NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.
11. **CONDITION OF THE EQUIPMENT.** Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Herc, whereupon Herc will then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.
12. **LATE PAYMENT FEE.** Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.
13. **FUELING SERVICE CHARGE.** Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.
14. **MERGER/MODIFICATION/SEVERABILITY.** This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's execution of this Agreement and acceptance of the Equipment in accordance with Section 11 hereof shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.
15. **GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida (the "Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or its application or its enforcement, is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this and the provisions of this Agreement are declared severable. Each party hereby waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.
16. **ELECTRONIC SIGNATURES.** Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.
17. **FAMILIARIZATION.** All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented. If requested, the User as defined by ANSI A92/GSA B354 agrees to have a designated person present at time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & GSA B354. Familiarization is not considered training or certification.

RENTAL CONTRACT



Show R.A. Number on all Correspondence

R.A. No. 33326473

Page 1 of 2

HERC LOCATION: 370	BILL TO CUSTOMER: 4344141	SHIPPING ADDRESS
HERC LAKELAND 4609 HWY 92 EAST LAKELAND, FL 33801 863-668-0393	CITY OF TARPON SPRINGS P.O. BOX 5004 TARPON SPRINGS, FL 34688-5004	YARD WASTE 898 LEVIS AVE TARPON SPRINGS, FL 34688 727-942-5606

DESCRIPTION/CHARGES

EST START: 11/15/22 14:00

EST RETURN: 11/22/22 14:00

DROP DATE: _____

SHIPPED BY:

ORDERED BY: ERIK WILLIAMS

DROP TIME: _____

ORDER DATE: 11/15/22

SALESPERSON: 398

SALES COORDINATOR:

RENTAL TAX CLAIM: MUNICIPAL/CITY

TAX DOCUMENT #: 858012621696C2

PO# / JOB#:

/ 1 - YARD WASTE

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
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1	WHEEL LOADER 3.0-3.4 YD STD BKT DSL	8/	593.00	98.83	593.00	1516.00	4322.00	
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800217985 Make: VOLVO Model: L70H Ser #: VCE0L70HV0S623120

HR OUT: 2491.00 HR CHG:

Equipment may have telematics technology enabled.

Equipment may have telematics technology enabled.

DO NOT RUN EQUIPMENT OUT OF DIESEL FUEL; ADDED

CHARGE FOR RE-STARTING SYSTEM

Certification Training is available for this equipment. Please contact your local Herc Rentals location for more details.

Customer has declined the purchase of RPP.

DELIVERY CHARGE

125.00

PICKUP CHARGE

125.00

TRANSPORTATION-DRIVER WAIT TIME is charged if a driver spends more than 20 minutes waiting to unload/load Equipment after scheduled delivery/pickup time. Wait time is \$20 for each 20-minute period thereafter. Customer is responsible for daily maintenance, fuel, damages, and cleaning fees if Equipment is not cleaned before return. REFUELING-For Equipment valued less than \$5,000 and holds less than 3 GAL when full, we assume that 0.6 GAL are needed to refuel. TO END RENTAL CHARGES, Customer must call the branch to get a release #. *Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage

CONTINUED

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Herc Rentals Inc. or its affiliate ("Herc") may offer the Rental Protection Plan ("RPP") for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage. Customer must either show proof of property insurance as required in Section 8 on reverse side hereof or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. If Customer accepts RPP and pays Herc the RPP fee, Herc will limit Customer's responsibility for the Equipment repair or replacement cost to \$500 or 10% of the repair or replacement cost per item, including tax, whichever is less. Upon accepting RPP, Customer agrees to pay an RPP fee equal to 15%. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/us/programs/rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF A PASSENGER MOTOR VEHICLE. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/us/programs/services-and-associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth (above) and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges, (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges, (iv) transportation service surcharges (v) repairs and replacement per this contract, (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys (viii) refueling service charges, (viii) fines for use of dyed diesel fuel in on road Equipment; (ix) preventative maintenance charges and (x) emissions and environmental surcharges and fees, (xi) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.
PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.
CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name

Title

Terms are due upon receipt Not valid without Barcode

Customer Signature

Date

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.hercrentals.com)



RENTAL CONTRACT



R.A. No. 33326473

Page 2 of 2

HERC LOCATION: 370	BILL TO CUSTOMER: 4344141	SHIPPING ADDRESS
HERC LAKELAND 4609 HWY 92 EAST LAKELAND, FL 33801 863-668-0393	CITY OF TARPON SPRINGS P.O. BOX 5004 TARPON SPRINGS, FL 34688-5004	YARD WASTE 898 LEVIS AVE TARPON SPRINGS, FL 34688 727-942-5606

DESCRIPTION/CHARGES

EST START: 11/15/22 14:00

EST RETURN: 11/22/22 14:00

DROP DATE: _____

SHIPPED BY:

ORDERED BY: ERIK WILLIAMS

DROP TIME: _____

ORDER DATE: 11/15/22

SALESPERSON: 398

SALES COORDINATOR: SHAWN CISNEROS

RENTAL TAX CLAIM: MUNICIPAL/CITY

TAX DOCUMENT #: 858012621696C2

PO# / JOB#:

/ 1 - YARD WASTE

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
-----	-------------	------	-----	------	-----	------	-------	--------

to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155, FLA. STAT. _____ (initial)

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CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Customer Name

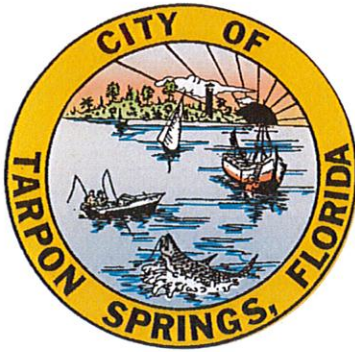
Title

Terms are due upon receipt Not valid without Barcode

Customer Signature

Date

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](https://www.herc Rentals.com)



CITY OF TARPON SPRINGS, FL

PROCUREMENT SERVICES

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

MEMORANDUM

TO: Honorable Mayor and Board of Commissioners
FROM: Janina Lewis, CPPO, NIGP-CPP, Procurement Services Director
DATE: 03/14/2023
SUBJECT: Ratify an Increase to File No. 190115-C-CM, Equipment Rental and Related Products and Services through OMNIA Partners Contract No. 201900318

RECOMMENDATION:

Ratify an Increase to File No. 190115-C-CM, Equipment Rental and Related Products and Services through OMNIA Partners Contract No. 201900318 with HERC Rental from an annual amount not to exceed \$24,000 to \$94,000, an annual increase of \$70,000, through October 31, 2023, for various City departments. Purchase orders will only be issued against approved budgets.

BACKGROUND:

On May 2, 2019, the contract was administratively awarded. On October 5, 2020, the contract was increased administratively to \$24,000. The purpose of this contract is to provide equipment rental and related products and services. This contract is effective through October 31, 2023 with an option to renew for (2) additional (2) year periods. A blanket purchase order will be issued annually to track spending.

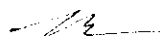
FUNDING: Funding will be identified as requirements arise.

Accepted by: _____ Attest: _____
City Manager City Clerk



**Public Works Department
Office of the Director**

To: Janina Lewis, Procurement Services Director

From: Tom Funcheon, Public Works Director 

Date: March 14, 2023

Subject: Herc Equipment Rental

Recommendation:

We are requesting an increase to File No. 190115-C-CM, with Herc Rentals Inc., for equipment rental and related products and services in an estimated amount of \$70,000, from \$24,000 to \$94,000 for the period of 11/1/22 thru 10/31/23.

With the purchase of the John Deere Front Loader, we can reduce the estimated amount by approximately \$40,000. Thus requiring a \$30,000 increase to the contract.



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

TO: Jay Jackus, CPPO, CPPB, Procurement Services Director
FROM: Anthony McGee, CPPB, MBA, Senior Procurement Analyst
DATE: October 5, 2020
SUBJECT: Administrative Approval to Increase File No. 190115-C-M Equipment Rental and Related Products and Services through OMNIA Partners Contract 201900318

RECOMMENDATION:

Increase File No. 190115-C-CM Equipment Rental and Related Products and Services through OMNIA Partners Contract No. 201900318 to Herc Equipment Rental Corp. from an annual amount of \$20,000.00 to \$24,000.00 an increase of \$4000.00 for City wide use.

BACKGROUND:

The purpose of this contract is to provide equipment rental and related products and services. This contract is effective through October 31, 2023 with an option to renew for (2) additional (2) year periods. A blanket purchase order will be issued annually to track spending.

FUNDING:

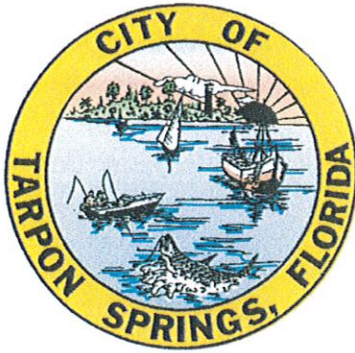
Funding will be identified as equipment is needed and receipts will be made against the blanket purchase order or payment by VISA.

Approved: _____


Jay Jackus, CPPO, CPPB
Procurement Services Director

Date of Approval _____

10-5-2020



CITY OF TARPON SPRINGS, FL

Procurement Services

324 East Pine Street
P.O. Box 5004
Tarpon Springs, Florida 34688-5004
(727) 942-5615
Fax (727) 937-1766

TO: Jay Jackus, CPPO, CPPB, Procurement Services Director
FROM: Cathy Morgan, CPPO, CPPB, Senior Procurement Analyst
DATE: May 2, 2019
SUBJECT: Award File No. 190115-C-M Equipment Rental and Related Products and Services through OMNIA Partners Contract 201900318

RECOMMENDATION:

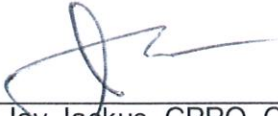
Award File No. 190115-C-CM Equipment Rental and Related Products and Services through OMNIA Partners Contract No. 201900318 to Herc Equipment Rental Corp. in the estimated annual amount of \$20,000 for the period May 2, 2019 through October 31, 2023 for City wide use.

BACKGROUND:

The purpose of this contract is to provide equipment rental and related products and services. This contract is effective through October 31, 2023 with an option to renew for (2) additional (2) year periods. A blanket purchase order will be issued annually to track spending.

FUNDING:

Funding will be identified as equipment is needed and receipts will be made against the blanket purchase order or payment by VISA.

Approved: 
Jay Jackus, CPPO, CPPB
Procurement Services Director

Date of Approval 5-3-19

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE EQUIPMENT
RENTALS AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of ~~November~~ 2018 (the "Effective Date"), by and between Herc Rentals Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2018-047) for Equipment Rentals and Related Products and Services dated May 22, 2018. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP # 269-2018-047 on June 26, 2018. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

WHEREAS, the City awarded this Contract on September 24, 2018 to Company to provide Equipment Rentals and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each PPA concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such PPA's access to the Contract.

Each PPA enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the PPA shall be construed to be in accordance with, and governed by, the laws of the state in which the PPA resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Herc Rentals in the Exhibits and Appendices shall be deemed to mean the Company.

- 1.1. EXHIBIT A: Discount Schedule, Price Lists, and Incentives
- 1.2. EXHIBIT B: Scope of Services
- 1.3. EXHIBIT C: Charlotte Business INClusion Program
- 1.4. EXHIBIT D: Federal Contract Terms and Conditions

2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM.** The initial term of this Contract will be for **five (5)** years from the Effective Date with an option to renew for **two (2)** additional **two-year** terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

- 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all not to exceed charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
- 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and Services beyond what is called for in the Scope of Work, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable city employees with ordinary skills and experience to utilize such products for the purpose for which the city is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed

by both parties in compliance with the price adjustment provisions set forth in Section 8. The company shall not be entitled to charge the city any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.

- 8.1 The price(s) stated in this Contract shall not increase for the first year of the five-year term of the Contract. The prices shall also not increase during the two, two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
- 8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.
- City of Charlotte
Finance - Procurement Management
600 East Fourth Street
Charlotte, NC 28202
- 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
- 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the

Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable

PO Box 37979

Charlotte, NC 28237-7979

Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Florida, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
14. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
15. **COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
16. **DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
17. **QUALITY:** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.
- Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be

minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
 - 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
 - 20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products shall be deemed to be accepted by the City upon delivery and subject to the terms and conditions of this Contract if City does not notify Company in writing within 48 hours of delivery of the Products of any problem with the Products. Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS:** The equipment is owned by Company. City acknowledges that no one other than Company may transfer the equipment or any rights or obligations under the rental documentation. Neither City nor any operators are agents of Company. No one may perform major service, repair, or alter the equipment without Company's prior written approval except for emergencies, which threaten life or property. City will not suffer any liens or encumbrances to attach to the equipment and will compensate the Company for any out of pocket costs paid by the Company to remove such liens or encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
 - (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract; the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
 - 28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
 - 28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay

debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract **shall continue**), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 28.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

- 28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
 - 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
 - 28.8.3 Performing the transition service plan activities;
 - 28.8.4 Answering questions regarding the products and services on an as-needed basis; and
 - 28.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Bidder for any damages arising from delay, whether caused by the City or not.
30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City,

including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

City will defend, indemnify and hold harmless Company, its subsidiaries, parent Company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, including reasonable attorneys' fees, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City, as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (C) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (D) Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (E) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may

result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
 - 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
 - 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
 - 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
 - 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Jason Osterbeek	Karen Ewing
Herc Rentals Inc.	Procurement Management Division
27500 Riverview Center Blvd.	600 East Fourth Street
Bonita Springs, FL 34134	Charlotte, NC 28202
Phone: 239-301-1157	Phone: 704-336-2992
Fax: 866-294-6490	Fax: 704-632-8254
E-mail: hercbids@hercrentals.com	E-mail: kewing@charlottenc.gov
With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY.**

42.1 **DEFINITIONS.** As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

- 42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.1.2 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- 42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

- 42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.1.5 Citizen or employee social security numbers collected by the City.
- 42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.1.8 Any attorney / client privileged information disclosed by either party.
- 42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

42.2. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- 42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed

a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

- 42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- 42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
 - 42.3.1 Was already known to Company prior to being disclosed by the City;
 - 42.3.2 Was or becomes publicly known through no wrongful act of Company;
 - 42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 42.3.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take

reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

44. MISCELLANEOUS

- 44.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 44.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 44.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 44.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or

power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

- 44.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 44.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 **SURVIVAL OF PROVISIONS:** Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 27	"Other Remedies"
Section 28	"Termination"
Section 32	"Indemnification"
Section 33	"Insurance"
Section 39	"Notices"
Section 43	"Confidentiality"
Section 44	"Miscellaneous"

- 44.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:
- 44.14.1 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 44.14.2 NC Prohibition on Contracts with Company that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.
- 44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a

decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45. **CITY'S RESPONSIBILITIES.** City must return the equipment to Company in the same good and clean condition it was in when City received it, ordinary wear excepted. The equipment must be returned to Company at the Company branch from which it was rented. City acknowledges that it must confirm return receipt of the equipment by Company at the time the equipment is returned. Until such time as Company receives actual possession of the equipment, City agrees to hold said equipment in a safe and secure manner. City shall notify the renting branch by telephone or fax, prior to any equipment movements between City's job sites. The equipment will be used only in accordance with the manufacturer's instructions within its rated capacity.

City will promptly notify Company of any accident, damage or failure involving the equipment and will reasonably cooperate with Company in gathering information in connection therewith. City will perform or cause to be performed lubrication and readiness checks of the equipment, including but not limited to: checking of the equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressure and battery fluid and charge levels weekly. If the equipment fails to operate properly or becomes in need of repair, City will immediately cease using same and will immediately notify Company. City further agrees, at City's sole cost and expense, to secure and maintain in force during the entire term of the Rental Documentation insurance that meets the requirements set forth herein for the benefit of Company.

Company agrees to provide the equipment to City with full fuel tanks. City may return the equipment with full fuel tank(s) or allow Company to refuel the equipment. If City returns the equipment with the fuel tank(s) less than full, City will pay to Company a sum equal to Company's then-applicable refueling service charge posted at the Company branch where the equipment is returned for the number of gallons required to refill the tank(s) at the time of return.


46. **RISK OF LOSS:** All loss of or damage to the equipment, unless such loss or damage results from a latent defect(s) or fault or negligence on the part of Company, while on rental and in City's care, custody or control, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the responsibility of City and will be paid to Company promptly upon City's receipt of an uncontested, itemized invoice therefor. Such responsibility is limited to: (1) reasonable repair cost; or, (2) the fair market value of the equipment at the time it is lost or damaged, less its salvage value. The cost of labor for such repairs will be either supplier's then prevailing reasonable hourly rate for labor, posted at the supplier branch where the equipment is to be repaired, or the repairer's reasonable hourly rate for labor charged to supplier for such repairs, as the case may be. Parts will be charged to City at Company's cost as reasonably charged to Company by the supplier or repairer, as the case may be. Use of the equipment by persons other than as provided for herein will be at City's sole risk. City and any Authorized Operator hereby assume all risk of loss or damage and waive all claims against Company by reason of any property left, or stored, by City or any other person in or upon the equipment.

47. **LIMITATION OF LIABILITY:** the parties agree that the maximum liability to which either party may be liable or responsible to the other party or any third party for any loss, damage or injury caused by, resulting from or in any way connected with the equipment and/or this contract shall be the total rental charges paid or payable by city under this contract. Both parties waive any and all consequential, indirect, special and punitive damages. This limitation of liability shall not apply to either party's indemnification obligations hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY: HERC RENTALS INC.

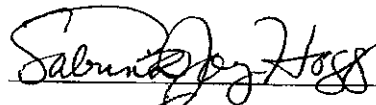
BY: 

PRINT NAME: Jason Oosterbeek

TITLE: Vice President

DATE: 9-11-18

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

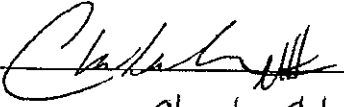
BY: 

PRINT NAME: Sabrina Joy Hogg

TITLE: Deputy City Manager

DATE: 10/1/18

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: 

PRINT NAME: Christee Gibson

TITLE: Insurance Manager

DATE: 9/27/18