



HOWARD-MCANEAR EQUIPMENT COMPANY  
 P.O. BOX 162029  
 FORT WORTH, TX 76161-2029  
 Phone (817)841-0101

**EQUIPMENT LEASE AGREEMENT  
 WITH OPTION TO PURCHASE**

Contract#28434  
 P.O. #

Subject to the approval of the lessor at its home office, Howard-McAneer Equipment Co., Fort Worth, Tarrant County, Texas, the Lessor herein, leases upon the terms and conditions hereinafter set out to UPSHUR COUNTY PRECINCT 1, the Lessee, Address P.O. BOX 730 City GILMER State TX Zip 75644 Telephone (903) 843-4006 the following described personal property, via:

**(1) CP56B Compactor, S/N LHC00711**

Hours Out 3288 Hours In Stipulated Insurance Value \$115,000.00 will ship as soon as possible to the Lessee or its designated agent at 9788 Tx-154, Big Sandy, TX Job telephone No. (903) 843-4006, for the minimum rental period of 1 Month(s) starting 10/27/2021 in consideration of which Lessee hereby agrees to pay the

Lessor at its office in Fort Worth, Tarrant County, Texas, the following rental

Rental Rate  
 Total Tax  
 Total Charges

Daily     Weekly     Monthly  
 4,700.00  
 0.00  
 \$4,700.00

One consecutive MONTHLY rental payment(s) of FOUR THOUSAND SEVEN HUNDRED AND XX / 100. (4,700.00) beginning Wednesday, 10/27/2021 and one final payment of N/A, (N/A) dollars on N/A. Rental subsequent to the aforesaid minimum period shall be FOUR THOUSAND SEVEN HUNDRED AND XX / 100. (4,700.00) per Month. If all rental payments are current, Lessor grants Lessee an option to purchase the leased equipment. Lessee must exercise this option by giving written notice to Lessor within (1) Month(s) from the start of the minimum rental period. Should Lessee elect to purchase above described equipment, the purchase price shall be N/A, (N/A) dollars less N/A percent (N/A%) of all rentals received or due, plus any additional charges as described in paragraph 2 on the reverse side of this Agreement. The purchase price will be paid in cash within fifteen (15) days of Lessee's notice to Lessor.

EXECUTED in duplicate this 27th day of October, 2021

I have read the terms and conditions of the reverse side of this agreement and agree thereto.

HOWARD-MCANEAR EQUIPMENT COMPANY  
 By Tony Thompson

UPSHUR COUNTY ~~PRECINCT 1~~  
 Lessee  
 By Todd Tefteller

**Guaranty of Lease Obligations**

To induce Lessor to enter into Lease Agreements with Lessee, and for other good and valuable consideration, the undersigned Guarantor hereby unconditionally, irrevocably and absolutely guarantees the performance of each and every obligation of Lessee owed to Lessor (the "Obligations"). Guarantor hereby waives all diligence, presentment, demand, and protest, and agrees to fully and faithfully perform the Lessee's obligations demand by Lessor. Guarantor further agrees that Lessor may demand performance under this Guaranty without any obligation by Lessor to first pursue any remedy it may now have or hereafter have against Lessee. Guarantor further agrees that at any time, without notice to Guarantor, Lessor and Lessee may enter into additional Lease Agreements and may agree to: (a) extend the time for Lessee's performance or compliance with any covenant, agreement or warranty under the Lease Agreement; (b) amend or change the scope of the Obligations; or (c) alter or amend any time for payment or amounts of payment, whether such payments are partial payments or final payment; all without affecting the liability and obligation of Guarantor. Guarantor hereby agrees that in the event of the termination, liquidation

GUARANTOR Todd Tefteller  
 AUTHORIZED SIGNATURE: TODD TEFTELLER  
 ADDRESS: UPSHUR CO. JUDGE  
 DATE: OCT 29, 2021

DEPUTY  
 BY [Signature]  
 UPSHUR COUNTY, TX.  
 2021 NOV 15 AM 11:44  
 FILED  
 TERRI ROSS  
 COUNTY CLERK

# TERMS AND CONDITIONS

1. This Agreement contemplates the continuous rental of the above property at the rate of rental above agreed upon, until said property is duly returned to Lessor at its warehouse in Fort Worth, Texas. The Lessee shall be liable for the full rental for the entire period even though the property is returned to the Lessor prior to the termination of the minimum period.
2. Lessor agrees to warrant all major components for a period of 90 days other than from misuse or abuse, up to five percent (5%) of the purchase option price or the fair market value of the equipment, whichever is less. All costs within the 90-day warranty period which exceed five percent (5%) of the purchase option price or the fair market value, whichever is less, and one hundred percent (100%) of all costs after the expiration of the 90-day warranty period will be added to the purchase option price or otherwise be paid by Lessee.
3. The rental price on this equipment is based on single shift operation, which is defined as five (5) eight (8) hour working days per week not to exceed one hundred seventy-six (176) hours per month, and in the event Lessee uses the equipment for more than a single shift operation, the rental rate hereinabove specified shall be doubled for the period of such use. **Howard-McAneer Equipment Company does not guarantee 176 hours use each month.**
4. It is agreed that time is of the essence to this Agreement and that all rentals shall be paid promptly at the time agreed upon. All payments due under this Agreement shall bear interest at the rate of 1½% per month or the highest legal rate, whichever is less, from the date due to the date paid.
5. In case of Lessee's failure or refusal to pay any one or more installments of rent payable hereunder or to fulfill or perform any of the other agreements or conditions imposed on the Lessee within seven (7) days after Lessee's receipt of written notice of such default, Lessor may, at its option, until Lessee has cured its default, elect to either:
  - a) Require Lessee to purchase the equipment for a purchase price equal to the purchase option price, less a credit for the applicable percentage of rental payments received plus the charges described in paragraph 2, which amount will be payable by Lessee to Lessor in cash upon demand. All sales or use taxes, if any, which are applicable to such purchase shall be borne and paid by Lessee; or,
  - b) Terminate this Agreement and take possession of said equipment, including all substituted parts, accessories and equipment, with or without legal process. Lessee hereby authorizes the peaceful entry for said purposes on any premises of the Lessee; or
  - c) Without taking possession, render unusable any equipment and dispose of such equipment on Lessee's premises.
6. Lessee agrees, during the period covered by this lease, to protect, indemnify, reimburse, and save harmless the Lessor against any and all damage to said property.
7. Lessee agrees not to remove any of the above property from the City or County into which shipped without giving immediate written notice thereof, to the Lessor, and further agrees to not remove any part thereof from the state into which shipped without first obtaining written permission from the Lessor.
8. Lessee agrees to pay all operating and maintenance expense until all of the above described property is returned and actually received by the Lessor, and upon the termination of this lease to return said property to the Lessor in as good condition as received, natural wear excepted. Lessee further agrees to use said property only for the purposes recommended by the manufacturers thereof and further not to load same beyond the capacity recommended by the manufacturers.
9. It is agreed that the above property shall, upon no condition, be sublet by the Lessee, nor shall Lessee mortgage same or permit any liens or claims to be filed against said property while in Lessee's possession: and should, for any reason whatsoever, any lien be filed against said property or any claim be made thereto, Lessee agrees immediately, in writing to notify the Lessor thereof and to make all necessary steps to protect said property against said claims.
10. All freight or transportation charges, both ways, loading and unloading charges, are to be paid for by Lessee. Return transportation charges to be paid by Lessee.
11. It is agreed that this lease shall continue in force and effect, unless terminated as above provided for, until all of the leased property is returned to Lessor.
12. Lessee agrees to hold harmless from any claim or damages, either on behalf of Lessee or any other person, firm or corporation, arising during the period covered by this lease, whether said claim results from the use, operation or possession of the property hereby leased, or any defect in same.
13. Lessee shall furnish and keep effective during the entire term of this lease an insurance policy insuring the described equipment with a contractors all risk equipment floater with a loss payable to Howard-McAneer Equipment Company and Frost National Bank as their interests appear. On all applicable insurance policies, Lessee will include Howard-McAneer Equipment Company as an additional insured with respect to any and/or all equipment leased from Howard-McAneer Equipment Company regarding liability. Such evidence of insurance shall be delivered to the Lessor prior to delivery of the leased equipment to the Lessee.
14. The Lessee agrees to pay all assessments, taxes or public charges which may be levied against property while in the possession of the Lessee.
15. The Lessee agrees to pay all costs of collection, including reasonable attorney's fees if this Agreement is placed in the hands of an attorney for collection.
16. It is agreed that this writing covers all the agreements between the parties hereto and no agreement, unless specially provided for herein, shall be binding upon either of the parties hereto.

17. Lessor has made no affirmation of fact and has made no promise relating to the goods being leased which has become any basis of the bargain made or has created or amounted to an expressed warranty that the goods would conform to any such affirmation or promise.

18. Lessor is leasing the goods on an "as is" basis and disclaims any implied warranties with respect to such goods.

19. Lessor disclaims any warranty or merchantability with respect to the goods being leased.

20. Lessor disclaims any warranty of fitness for any particular purpose whatsoever with respect to the goods being leased.

**21. THE OBLIGATIONS AND LIABILITIES ABILITIES OF LESSOR HEREUNDER ARE IN LIEU OF, AND LESSEE HEREBY WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR LIABILITY, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES, WHETHER OR NOT OCCASIONED BY LESSOR'S NEGLIGENCE, AND SUCH WARRANTIES SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY WRITTEN INSTRUMENT BY THE PARTIES HERETO**

**RENTAL MAINTENANCE AGREEMENT**

1. Customer will be responsible for all normal daily machine requirements. This is to include, but is not limited to oil and filter changes at recommended intervals (250 hours or less), proper oil levels, filters, hoses, o-rings, lines and other minor repairs. Customer assumes all liability for property damage of bodily injury for customer's failure to make necessary repairs or perform necessary maintenance while the machine is in customer's possession. Customer is also responsible and solely liable for the failure to notify Howard-McAneer Equipment Company of any changes in the condition of the machine being operated in an unsafe manner.

2. Customer will be responsible for all physical damages beyond what Howard-McAneer Equipment Company determines to be normal wear.

3. Customer will be responsible to see that rubber tired machines maintain proper air pressures at all times. Also any excessive tire damages will be the customer's responsibility (excessive cuts, spinning of tires, rock damages)

**SCRAPERS ARE NOT TO BE ROADED** in excess of fifteen (15) miles without prior notification to and approval from Howard-McAneer Equipment Company. Any violations of this will result in the customer being held responsible for the full purchase price of four (4) new tires.


4. Customer will be responsible for undercarriage and tire wear in the excess of five percent (5%) per month. Any wear in excess of five percent per month will be billed to the customer.

5. Customer will be responsible for transportation of the machine to and/or from Howard-McAneer Equipment Company, Fort Worth, Texas.

6. Air conditioners on machines equipped with same, will be operable when the machine is shipped from Howard-McAneer Equipment Company. All repairs and maintenance after shipment will be the sole responsibility of the customer.

7. Machines depart full of fuel, shall return full of fuel or customer will be billed to fill up machine at a cost of \$6.00 per gallon.

8. Diesel Exhaust Fluid should always be kept in safe working level with clean non contaminated DEF Fluid. If fluid runs low or empty and burns up DEF pump, then customer will be responsible for cost of pump replacement and labor.

FILED  
TERRI ROSS  
COUNTY CLERK  
2021 NOV 15 AM 11:44  
UPSHUR COUNTY, TX.  
BY   
DEPUTY

Rental Machine: **(1) CP56B Compactor**

Serial No **LHC00711**

Customer Name: **UPSHUR COUNTY PRECINCT 1**

Authorized Rep. 

Date: **OCT 29, 2021**

*PLEASE SIGN AND RETURN WITH CONTRACT.*