



Master Equipment Rental Agreement

This Agreement (this "Agreement") is made on this 25 day of June (month), 2025 (year) between: **Great Southern Equipment LLC, a Ohio limited liability company, with an address of 50985 National Road, STE 2, St. Clairsville, OH 43950** hereinafter called "the Supplier", and City of Edgewater Florida, hereinafter called "the Customer"; and with an address of: 501 Mango Tree Drive, Edgewater, FL 32132

Supplier and Customer, for good and valuable consideration, agree as follows:

- Details of Equipment.** The Supplier hereby rents to the Customer, subject to the covenants and General and Special Conditions herein, the equipment described and identified under the heading Details of Equipment (hereinafter called the "Equipment"), for use at such Location for the Rental Period at the Rental Rate as stated herein and provided below.

DETAILS OF EQUIPMENT

Unit Number	VIN Number	Serial Number
18170	3ALHG3DV1TDWG4485	AJV0005197

Chassis Year / Make / Model	Body Year / Make / Model
2025 Freightliner	2025 Vacall AJV1215

Replacement Value	Location to Be Used at or Near. <i>If Location changes the Supplier must be notified.</i>
\$590,000.00	501 Mango Tree Drive, Edgewater, FL 32132

Rental Period	Rental Rate	UCC/Environmental Fee
Start: 6/30/25 End: 9/30/2025	\$ 13,000.00 per Month + % Tax	50.00

*The Rental Period under this Agreement for the Equipment will not exceed 364 consecutive days, whether implied or otherwise (inclusive of all renewals and extensions).

2. **Insurance.** An Insurance certificate showing **Great Southern Equipment LLC**, as additional insured and loss payee, **is required prior to or at delivery/pickup of the Equipment**. Insurance will be in effect from the delivery date to the Supplier.

The insurance must be with an Insurance Company with a rating of at least A-, have a minimum limit of \$2,000,000.00 per occurrence, include non-owned auto coverage endorsement, and not be terminable without 15 days advance written notice to the Supplier. An occurrence policy is required and shall include the following, personal liability, property damage, broad form property damage including completed operations, contractual liability, non-owned auto coverage, operations performed by sub-contractors, employees as additional insured, products and completed operations, contingent employers' liability, cross liability clause and a severity of interest clause. **Additionally, the insurance shall insure the full replacement cost of the Equipment in an amount of at least the value stated in the Details of Equipment.**

3. **Special Conditions.** The following covenants and conditions (the "Special Conditions") form an integral part of this Agreement and in the event of there being a conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail. The Customer and Supplier agree to the following Special Conditions.

- A. **PAYMENT: The Rental Rate for every item of Equipment shall be payable in advance by the Customer at the address of the Supplier noted on the invoice and all additional payments shall be made on or before the the next billing cycle in which the Equipment is anticipated to be in use with the Customer.** Payments by credit card are subject to a (3%) handling charge. Customer shall pay Supplier interest at 18% per annum, or the highest lawful rate, on any delinquent payment from the date when such payment was due until paid, and on any other sum for breach of this Agreement, from the date of breach, and expenses of collection, including attorney fees.

Authorization to Convert Your Check: If you provide us a check to make your payment, your check will be converted into an electronic fund transfer. "Electronic fund transfer" is the term used to refer to the process in which we electronically instruct your financial institution to transfer funds from your account to our account, rather than processing your check. By providing your completed, signed check to us, you authorize us to copy your check and to use the account information from your check to make an electronic fund transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours, which is faster than a check is normally processed. Therefore, make sure there are sufficient funds available in your checking account when you send us your check. If the electronic fund transfer cannot be completed because of insufficient funds, we may try to make the transfer up to two times [and we will charge you a one-time fee of \$40.00, which we will also collect by electronic fund transfer].

Transaction Information: The electronic fund transfer from your account will be on the account statement you receive from your financial institution. However, the transfer may be in a different place on your statement than the place where your checks normally appear. For example, it may appear under "other withdrawals" or "other transactions." You will not receive your original check back from your financial institution. For security reasons, we will destroy your original check, but we will keep a copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your account statement was not properly authorized or is otherwise incorrect. Consumers have protections under a Federal law called the Electronic Fund Transfer Act for an unauthorized or incorrect electronic fund transfer.

Privacy Act - A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from the internet site at <https://www.pcc.gov> or call 1-304-256-6000 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method.

- B. **REGULAR MAINTENANCE:** The Customer will be responsible for regular maintenance, daily greasing and lubrication as well as daily wash down of the Equipment ("Regular Maintenance"). If the Customer cannot properly perform or arrange the Regular Maintenance, in the opinion of the Supplier, the Supplier will perform the Regular Maintenance during the Rental Period at the sole cost of the Customer. The Customer will be charged at the Supplier's current shop repair rate or current road rate plus travel time for such Regular Maintenance.
- C. **WEAR ITEMS:** The Customer will be responsible for the cost of replacement of all normal wear items associated with the Equipment including, but not limited to; hoses, tubes, tires, nozzles, etc. Such replacements shall be of at least equal quality to the items delivered with the Equipment.
- D. **ALTERATIONS:** User shall not make any alterations or substitutions to any attached components or tires without the supplier's prior approval.
- E. **DAMAGE:** The Customer will be responsible for any and all incidental damages incurred during the Rental Period. Vehicle inspections are carried out at the time of check out and check in of every piece of Equipment. A mechanical inspection will be completed after the return of the Equipment to inspect for mechanical damage that occurred during the Rental Period. The Customer will be notified of any damages found during the visual and mechanical inspections and will be provided with photos and a quotation for repairs to the Equipment. **In the event that repairs cannot be completed within 5 days, the rental terms and contract will continue until such time that the Equipment is repaired and in good running order. Customer shall pay the cost of such repairs on demand of Supplier.**
- F. **DOT:** The Customer understands and warrants that the Customer is operating the Equipment under their own CVOR or DOT equivalent, or equivalent commercial vehicle number and shall display it prominently on the door of the Equipment.
- G. **TRAFFIC TICKETS/TOLLS:** The Customer shall be responsible for any and all tickets or costs incurred as a result of traffic violations and toll route usage. If the Supplier incurs any such charges directly the Customer will be billed the full amount of the ticket and/or toll plus an administration fee of \$150.00. Customer shall pay the cost of such tickets/tolls on demand of Supplier.
- H. **FUEL:** The Customer shall return the Equipment to the Supplier at the end of the contract with at least the equivalent amount of fuel as when the Customer took possession of the Equipment as indicated on the Rental Inspection Sheet or refueling fees will be charged to the Customer at a rate of \$7.00 per gallon.
- I. **CLEANING:** The Equipment shall be returned with the interior cab and exterior body cleaned or appropriate cleaning fees will be charged to the Customer at the current rate. Customer shall pay the cost of cleaning on demand of Supplier.
- J. **DEBRIS/WATER ON BOARD:** The Customer shall not return the Equipment to the Supplier with debris or water on board. Rental rates will continue until the Equipment is returned empty or Supplier shall have the option to empty the Equipment and charge Customer the cost of disposal plus our current shop rate for the time taken to remove debris and water.
- K. **SAFETY:** The Customer is responsible to ensure their drivers are qualified to drive the Equipment, carry all the necessary licensing, and comply with all road and highway laws set forth in their jurisdictions. Customers are responsible to ensure that daily inspection and driving log requirements are met. The Customer accepts the responsibility to report any and all safety defects to their respective maintenance personnel and the Supplier. Any Customer who knowingly operates a piece of Equipment with a defect accepts all civil, criminal and financial responsibility caused as a result of said defect(s).
4. **General Conditions.** The following covenants and conditions (the "General Conditions") form an integral part of this Agreement and constitute legally binding obligations on Customer and Supplier.
- A. **THE RENTAL PERIOD:** The Rental Period (the "Rental Period") shall commence on the date in which the Customer takes possession of the Equipment and shall continue until such time as the Equipment has been received by the Supplier at their location and a rental check-in inspection confirms that the Equipment was returned clean, free of debris or water on board and without damage. The Rental Period shall include any time associated with transportation of the Equipment.

B. CALCULATION OF RENTAL CHARGES:

- i. **MONTHLY RENTAL RATES:** a minimum period of one month, 28 (twenty-eight) days (a "Monthly Rental"), computed from the date of commencement of the Rental Period up to but not including the same day in the fourth week and shall apply when the number of hours the Equipment is operated in any one month does not exceed 160 hours.
- ii. **WEEKLY RENTAL RATES:** a minimum period of one week (a "Weekly Rental"), from the day of commencement of the Rental Period up to but not including the same day in the following week and shall apply when the number of hours the Equipment is operated in any one week does not exceed 40 (forty) hours.
- iii. **OVERTIME CHARGES:** Where Equipment is operated in excess of the above stated hourly maxima ("Overtime Charges"), such excess shall be charged at: 1/160h of the monthly rate for each hour in excess of 160 worked in any 28 consecutive day period; 1/40th of the weekly rate for each hour in excess of 40 worked in any one weekly period
- iv. After the minimum Monthly Rental, Weekly Rental the amount due and payable for a fraction of any succeeding period shall be the proportionate part of the applicable Rental Rate according to the number of calendar days in such fraction.
- v. Rental Rates shall not be subject to any deduction for any non-working time during the Rental Period, nor because the Customer returns the Equipment to the Supplier before the expiration of such Rental Period.
- vi. All applicable taxes and fees, assessments, with respect to the rental of the Equipment are in addition to the Rental Rate.

C. **OPERATION, MAINTENANCE, AND REPAIRS:** The Customer declares that he or its employees and agents understand the operation of the Equipment before operation of the Equipment. Customer shall furnish operators all safety gear in order to safely operate the Equipment and pay all wages and costs associated with the operation of the Equipment, including Worker's Compensation insurance covering any operator. The Customers shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Customer's own expense maintain and ultimately return to the Supplier the Equipment in good repair and operating condition. **Without limiting the generality of the foregoing, the Customer shall, at the Customer's own expense, during the term of the Rental Period pay the cost of all fuel, oil and lubricants required to operate the equipment, and all repairs and replacements parts to keep the Equipment in good repair and running order.**

D. **DAMAGE TO EQUIPMENT/RISK OF LOSS:** The Customer agrees to indemnify the Supplier against all loss and damage to the Equipment hereby obtained, during the Rental Period, based on the value of such Equipment stated in the Details of Equipment. Supplier shall not be responsible for loss or damage to property, material, or equipment of Customer. Customer and its insurers waive all rights to subrogation against the Supplier for such losses.

E. **LIABILITY OF THE CUSTOMER:** The Customer shall indemnify and hold harmless the Supplier against any and all loss, expenses, penalties, damages, condemnations, and legal costs, including the costs of Supplier's defense, which the Supplier may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of operation, handling, transportation or use of the Equipment by or whilst in the hands of the Customer or the latter's employees agents or carriers.

- F. **WARRANTY DISCLAIMER AND LIABILITY OF THE SUPPLIER:** The liability of the Supplier is limited to its express obligation to deliver the equipment in working order and the Supplier shall not be liable for any direct or indirect loss or damage of the Customer arising from any subsequent failure of the equipment or from its lack of suitability for the work it may be required to perform. In no event shall Supplier's liability exceed the total Rental Rate paid under this Agreement. OTHER THAN THE FOREGOING, SUPPLIER, BEING NOT THE MANUFACTURER OF THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. SUPPLIER ALSO DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO THE CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. THE EQUIPMENT IS LEASED IN "AS IS" CONDITION AND SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, DELAY, OR DAMAGE FOR DEFECTS IN, OR INEFFICIENCY OF, OR BREAKAGE OF THE EQUIPMENT.
- G. **TITLE AND LIENS:** Title and ownership to the Equipment shall always remain in the Supplier and nothing contained in this Agreement shall be deemed to have the effect of conferring upon the Customer any right or title whatsoever in or to the Equipment, other than that of a lessee. The Customer shall not at any time suffer or permit any charge or lien, whether possessively or otherwise, to exist against the Equipment, and shall keep the equipment free of all taxes (including Municipal Taxes whether assessed in the name of the Supplier or Customer) liens and encumbrances. The Customer shall give the Supplier immediate notice in case any of the Equipment is levied upon, or from any cause becomes liable to seizure, and Customer shall indemnify Supplier against all loss and damages caused by such action.
- H. **DEFAULT AND TERMINATION OF AGREEMENT:** Should the Customer default or fail to make any payment when it becomes due, or become bankrupt, or overload the Equipment or tax it beyond its capacity, or fail to maintain and operate or to return the Equipment as provided by this Agreement, or violate any other provisions hereof, the Supplier may in its option terminate this Agreement, and without notice to the Customer, re-take possession of the Equipment without becoming liable for trespass, and recover all rentals due and full damages for any injury to, and all expenses incurred, including legal fees and court costs, in retaking possession of the equipment. Supplier may also pursuant any other remedy at law or in equity available to it. Notwithstanding said repossession or any other action Supplier may take, Customer shall be and remain liable for full performance of all obligations of this Agreement. The remedies herein are cumulative and may be exercised concurrently or separately.
- I. **ABANDONMENT:** If at any time during the rental period the Equipment is stored and left at any location whereby the Equipment is not properly secured or maintained, the Equipment will be considered abandoned and the Supplier will have the right to repossess the immediately and Customer shall be in default hereof. The Customer will continue to be solely responsible for all charges related to securing, storing and retrieval of the Equipment as well as any damage. In addition, the rental contract and all fees and costs will continue to be in full effect until such time the Supplier has examined and determined the condition of the Equipment.
- J. **SUB-LETTING AND ASSIGNMENT:** The Customer shall not be entitled to sublet or assign any of his (its) rights under this Agreement or in or to any of the Equipment hereby rented without the written consent of the Supplier previously obtained, but the Supplier shall be entitled to assign his (its) rights hereunder or in and to any of the Equipment hereby rented subject to the observance by the assignee of all the obligations of the Supplier hereunder.
- K. **ARBITRATION:** Should any dispute arise between the parties on any matter arising out of this Agreement it shall be referred to a single arbitrator in the state of Ohio, selected by Supplier.
- L. **NOTICE:** Any notice to be given by one party hereto to the other shall be in writing and mailed by prepaid registered post or guaranteed overnight delivery (UPS, FedEx, or Equivalent) to the other party at the address shown in this Agreement, and such notice shall be deemed to have been received by the addressee on the juridical day next following that on which same has been so mailed.

- M. **AMINISTERIAL PROVISIONS:** This Agreement will be interpreted according to the laws of the state of Ohio and the parties both consent to the venue of Belmont County, Ohio for any action hereunder. This Agreement shall be binding on both parties and their successors and assigns. No failure of the Supplier to exercise any requirement or remedy hereunder shall be considered a waiver thereof. In the event any term or provision of this Agreement is found invalid, it shall not affect the validity or enforcement of all remaining terms in this Agreement.
- N. **EXPENSES:** Customer will pay Supplier all costs and expenses, including attorney fees, incurred by Supplier in exercising any of its rights or remedies in this Agreement or enforcing any of the terms, conditions, or provisions hereof.
- O. **ENTIRE AGREEMENT.** This instrument constitutes the entire Agreement between the Customer and Supplier; and, it shall not be amended, altered or changed except by written agreement signed by both parties.

The Supplier and Customer for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein. This Agreement will remain in full effect until such time as all outstanding charges resulting from this agreement are received in full by the Supplier. Customer has had the opportunity to seek legal advice before signing and understands once signed this Agreement constitutes a legally binding agreement.

Customer: City of Edgewater

Supplier: Great Southern Equipment LLC
a Ohio limited liability company

JOSEPH MAHONEY, ICM
Name

Name / Title


Signature

Signature

06-26-25
Date

Date