

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: April 28, 2015		DATE SUBMITTED: April 21, 2015	
DEPARTMENT OF ORIGIN: Solid Waste		SUBMITTED BY: E. Zaragoza	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input checked="" type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input checked="" type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consider approving a five (5) month rental agreement for three (3) Automated Side Loaders trucks in the amount of \$114,000.00 to Big Truck Rental located in Tampa, FL with a dealer (Heil of Texas) located in Houston, TX.			
SUMMARY STATEMENT: Solid Waste relies heavily on dependable, functional equipment to accomplish its daily collection requirements. On April 20, 2015, there was a fire that destroyed four (4) of nine (9) residential solid waste trucks parked at the Municipal Service Center (MSC). These trucks are responsible for the collection of daily trash from residential customers (~1,000 customers per day/per truck). Staff is requesting the rental of three (3) units, which will allow services to continue and minimize impact and/or interruption of any residential services and will allow for a backup unit.			
Big Truck Rental is a reputable company that offers refuse rental services across the nation. They are the largest refuse rental company in the country with a location in every state. In Texas, Heil of Texas, located in Houston, is the "local dealer" for this area. Heil of Texas is also the City's largest vendor of its supplied Solid Waste fleet.			
The total rental price for the three (3) trucks for six (6) months is \$141,300. The first month, including the initial security deposit of \$4,500, was approved through a City Manager Approval Form for \$27,300 (monthly rental fee plus security deposit). The remaining five months for the three (3) trucks will be \$22,800/month; bringing the remaining rental agreement total to \$114,000.			
NOTE: Staff recognizes a budget amendment will be required to cover the additional funding of this rental agreement to the Solid Waste Budget for this unforeseen event. Staff will work closely with the Finance Department to return to the City Council for approval of a budget amendment at a later date.			
STAFF ANALYSIS AND RECOMMENDATION: The Solid Waste Department recommends the City Council approve the rental agreement with Big Truck Rental located in Tampa, FL with a "local dealer" (Heil of Texas) located in Houston, TX. These trucks are responsible for the collection of daily trash from residential customers (~1,000 customers per day/per truck). The rental of these three (3) units will allow services to continue and minimize impact and/or interruption of residential solid waste services.			
OPTIONS (In Suggested Order of Staff Preference):			
<ol style="list-style-type: none"> 1. Approve the rental agreement 2. Do not approve the agreement 			

ATTACHMENTS:

- A. BTR Master Agreement
- B. BTR Supplement Agreement

FUNDING SOURCE: Solid Waste Enterprise Funds (Note: This expenditure is not a budgeted item and staff will return with a budget amendment at a later date.)

APPROVALS: Jayson E. Barfknecht 04/21/15; Hugh R. Walker, 04/21/2015

APPROVED FOR SUBMITTAL: CITY MANAGER

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 04/22/2015

Revised 05/2013

BTR MASTER RENTAL AGREEMENT



Company Address	1039 S. 50th Street Tampa, FL 33619 US	Created Date	4/21/2015
		Quote Number	00003255
Prepared By	Mark Rentschlar		

CUSTOMERS INFORMATION

Billing Customer	City of Bryan Dept of Public Works	Rental Customer	City of Bryan Dept of Public Works
Billing Contact	Eric Zaragoza	Shipping Contact	Eric Zaragoza
Billing Address	1111 Waco Street Bryan TX 77805	Shipping Address	1111 Waco Street Bryan TX 77803
Billing Contact Phone	(979) 209-6900	Shipping Contact Phone	(979) 209-6900
Billing Contact Mobile	(979) 777-3451	Shipping Contact Mobile	(979) 777-3451
Billing Contact Fax	(979) 209-6959 f	Shipping Contact Fax	(979) 209-6959 f
Billing Contact Email	ezaragoza@bryantx.gov	Shipping Contact Email	ezaragoza@bryantx.gov

TERMS & CONDITIONS

This Master Rental Agreement ("Master Agreement") is between BIG TRUCK RENTAL, LLC, a Florida limited liability company, ("Big Truck Rental") and the customer named on the first page of this Master Agreement ("Customer"). Big Truck Rental and Customer shall sometimes be collectively referred to as the "Parties." This Master Agreement provides the basic terms of every rental contract between Big Truck Rental and Customer, however, the specifics of each rental contract shall be found in the Supplemental Rental Agreement(s) ("Supplemental Agreement(s)") or the Rental Extension Agreement(s) ("Extension Agreement (s)"). All capitalized terms are defined herein or in the Supplement Agreement or Extension Agreement.

- 1. Vehicles Covered:** Big Truck Rental agrees to rent to Customer and Customer agrees to rent from Big Truck Rental certain vehicles (the "Vehicle(s)") subject to all terms, conditions and provisions set forth herein.
- 2. Payment of Rental:** Customer agrees that it will pay the rental rate and other charges as set forth in the Supplemental Agreement(s) and Extension Agreement(s) (the "Rental Charges"), including, but not limited to, time, mileage, fuel, service, transportation, delivery, pick-up and all other charges, in advance on the day specified. In addition to the Rental Charges, Customer shall pay and/or reimburse Big Truck Rental for any sales tax, use tax, personal property tax, license fee, registration fee or fees levied or based upon the rental, use or operation of the Vehicle. During the term of this Master Agreement, the rental rate set forth in the corresponding Supplemental Agreement or Extension Agreement (the "Rental Rate") shall entitle Customer to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use, calculated in the following manner: more than 50 hours per week but less than 80 hours per week, Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; 80 or more hours per week, Customer shall pay an additional charge equal to one (1) times the Rental Rate. All Rentals Charges shall be paid by Customer to Big Truck Rental at its address set forth in the Supplemental Agreement or Extension Agreement or in such other manner or at such other place as Big Truck Rental notifies the Customer. Customer shall make all payments under this Master Agreement, all Supplemental Agreements and Extension Agreements without set-off, counterclaim or defense.
- 3. Security for Customer's Performance:** Concurrently with the execution of this Master Agreement, Big Truck Rental may demand delivery of a valid credit card account (the "Credit Card Account") to secure the performance by the Customer of its financial obligations under this Master Agreement, Supplemental Agreement(s) and Extension Agreement(s). Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in an amount equal to one (1) times the Rental Rate as additional Security Deposit for Customer's obligations on each vehicle rented, which amount shall be credited to the Credit Card Account within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. Additionally, Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in the event of default, loss, damage or other occurrence of default, including, but not limited to, failure to pay the Rental Charges, notwithstanding Big Truck Rental may avail itself of any other available remedies hereunder.
- 4. Big Truck Rental's Disclaimer of Warranty; Customer's Obligations Unconditional:** THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY BIG TRUCK RENTAL TO THE CUSTOMER, EXCEPT AS CONTAINED IN THIS MASTER AGREEMENT OR



ANY SUPPLEMENTAL AGREEMENT OR EXTENSION AGREEMENT, AND BIG TRUCK RENTAL SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLE, OR BY THE FAILURE OF THE VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE RENTED UNDER THIS AGREEMENT. CUSTOMER HAS INSPECTED AND IS FULLY FAMILIAR WITH THE VEHICLE AND ACCEPTS THE VEHICLE "AS IS" AND "WITH ANY AND ALL FAULTS". NO DEFECT IN OR UNFITNESS OF THE VEHICLE AND NO LOSS OR DAMAGE THERETO AND NO OTHER CONDITION CIRCUMSTANCE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE UNAVAILABILITY THEREOF FOR ANY REASON WHATSOEVER, SHALL RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR RESULT IN THE ABATEMENT OR SUSPENSION OF ANY SUCH OBLIGATIONS, WHICH ARE ABSOLUTE AND UNCONDITIONAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIG TRUCK RENTAL SHALL INCUR NO

LIABILITY WHATSOEVER TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN OR CONDITION OF THE VEHICLE OR THE USE, OPERATION OR FUNCTIONING OF THE VEHICLE. In addition to, and without limiting the provisions of this Section, Customer confirms that in entering into this Master Agreement and by accepting each Vehicle rented (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle, and (2) it has not relied on any promise, affirmation, description, or other statement by Big Truck Rental, all of which are superseded by this Master Agreement. Customer authorizes the deletion of any safety equipment and accepts all liability for

injury or loss incurred thereby.

5. Location of the Vehicle; Inspections: Customer shall keep each Vehicle in Customer's possession and control at Customer's place of business or job site, except that the Vehicle may be moved in the normal course of Customer's business or to such other location to which the Vehicle may be moved with the prior written consent of Big Truck Rental. Big Truck Rental may, without notice to Customer, at any time during normal business hours, enter the premises where any Vehicle owned by Big Truck Rental is located and inspect the same.

6. Repairs; Maintenance; Use; Alterations: Customer shall perform and pay for all normal, periodic and other basic service, adjustments, and lubrication of any Vehicle in its control and possession, including, but not limited to: checking the fuel, oil and water levels of the Vehicle before each daily shift, and supplying same; checking cooling system (engine only) and checking tire pressures and battery fluid and charge levels weekly. Customer shall, at its sole expense and cost, keep any and all Vehicles in good repair, condition and working order and furnish, at its sole expense and cost, all labor, parts, materials and supplies required therefor, including performing, or having performed, an A service on each Vehicle, replacing engine oil and filters, every three hundred (300) hours and providing all service suggested by the manufacturer of the Vehicle. Customer will maintain accurate and complete records and logs of all repairs to and maintenance on each Vehicle; Customer will furnish copies thereof to Big Truck Rental and will allow Big Truck Rental to inspect such records and logs at any time during normal business hours. Each Vehicle shall at all times be used solely for commercial or business purposes, and shall be operated in a careful, safe and proper manner and in compliance with all applicable laws, rules, regulations, ordinances and insurance requirements. All Vehicles rented are licensed for travel on the Federal Highways in 48 States. Any and all state or local permits for state or county road use, waste pickup or disposal is the responsibility of the Customer. Any modifications or additions to the Vehicle required by any governmental entity shall be promptly made by Customer at its sole expense and cost. No Vehicle shall be used, operated, or driven (i) to carry person other than the driver, or employees of

the Customer, or (ii) to transport property for hire, unless the necessary and applicable permits and licenses have been obtained by Customer which are the sole and exclusive responsibility of Customer. The Vehicles rented under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) are owned by Big Truck Rental. No Vehicle identification, other than DOT numbers, shall be removed, covered, or defaced in any way. Customer agrees that they will be the motor carrier operator during the rental period and will display their DOT numbers on said rental vehicle. If the Vehicle is used in violation of any part of this Section, or is obtained from Big Truck Rental by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of the Vehicle is and shall be deemed without Big Truck Rental's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated in, who is either the Customer or an authorized operator and employee of Customer. The use of a Vehicle by Customer or its employees shall be at Customer's sole risk and subject to the terms and conditions of this Master Agreement. Without the prior written consent of Big Truck Rental, Customer shall not make any modifications or additions to or changes in any Vehicle except as may be required in order to comply with or under this Section. All modifications or additions to or changes in a Vehicle shall belong to and immediately become the property of Big Truck Rental, without charge or cost to Big Truck Rental, and shall be returned to Big Truck Rental with the Vehicle upon the expiration or earlier termination of this Master Agreement unless Big Truck Rental notifies Customer to remove any of the same, in which case Customer shall promptly do so at its sole expense and cost without causing damage to the Vehicle or in pairing its operation in any way. Short term rentals are not subject to the International Fuel Tax Agreement (IFTA). Therefore, all fuel tax and reporting thereof is the responsibility of the Customer. Any violations and/or fines due to violation of the laws regarding fuel taxes and reporting shall be the sole responsibility of the Customer.

7. Risk of Loss; Damage: Big Truck Rental documents the condition of the Vehicle(s) rented upon delivery to the Customer, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Customer shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Customer, using parts and materials of comparable quality. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such time as the Vehicle is again operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Customer shall promptly pay Big Truck Rental the current market value of the Vehicle (the "Termination Payment"). Without relieving Customer of its obligation to make the Termination Payment and without deferring that obligation, Big Truck Rental will apply toward the Termination Payment any amounts received by and payable to Big Truck Rental under this Master Agreement or any Supplemental Agreement or Extension Agreement and any payments with Big Truck Rental receives on account of such total loss or such constructive, agreed or compromised total loss under the insurance maintained pursuant to Section 8. Upon receipt of the Termination Payment and performance by Customer of all of its other obligations under the Master Agreement and corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental will transfer and assign to



Customer, without recourse, any remaining rights which Big Truck Rental has under such insurance and, to the extent permitted by the insurer in writing, any title and interest which Big Truck Rental has in the Vehicle. Big Truck Rental's transfer of any title and interest in the Vehicle will be "AS IS, WHERE IS", SUBJECT TO THE PROVISIONS OF SECTION 4. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Customer and shall be accessions to the Vehicle and shall belong to and immediately become the property of Big Truck Rental.

8. Insurance: Until all of Customer's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full, Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000 per occurrence and in the aggregate and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy. The coverage may have only such exceptions as Big Truck Rental approves in writing. The insurance will be maintained only with insurers which are licensed in the state or states in which the Vehicles will be operated and which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers"). Big Truck Rental will be a named insured without liability for premiums and will be the sole loss payee under the insurance. The insurance will provide for prompt written notice to Big Truck Rental of any failure to pay a premium and for at least thirty (30) days' prior written notice to Big Truck Rental of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any of the other terms of the insurance. On the execution of this Master Agreement and at any other time on request by Big Truck Rental, Customer will furnish Big Truck Rental with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicles will be operated confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon Big Truck Rental's request shall provide Big Truck Rental with a true and correct copy of the policy in effect. Customer irrevocably appoints Big Truck Rental as its attorney-in-fact to make claim for and to execute any documents in connection with any claim for, to receive payment of, and to execute and endorse all checks, drafts or other instruments received as payment for any loss, damage or destruction covered by the insurance. Customer will not settle any claim under the insurance without Big Truck Rental's prior written consent, and Big Truck Rental may settle any claim under the insurance for such amount and on such terms as Big Truck Rental, in its sole and absolute discretion, determines; and Big Truck Rental will incur no liability to Customer by reason of any settlement which it makes. Customer will execute such documents as Big Truck Rental requests to confirm or effect the provisions of this entire Section 8.

9. Customer's Indemnity: Customer will indemnify and hold Big Truck Rental harmless from any liability loss, damage, cost, expense, fee, fine or penalty (including, without limitation, attorneys' fees as provided in Section 16), regardless of whether the same is also indemnified against by any other person, which Big Truck Rental in any way incurs arising from or in connection with (i) this Master Agreement or any corresponding Supplemental Agreement or Extension Agreement, or (ii) the delivery, possession, use, operation or return of any Vehicle, or (iii) any condition relating to any Vehicle delivered to the possession of customer REGARDLESS OF HOW OR WHEN THE CONDITION ARISES AND REGARDLESS OF WHETHER IT ARISES OUT OF ANY ACT, OMISSION OR NEGLIGENCE OF Big Truck Rental, or (iv) any other matter relating to any Vehicle after the term of this Master Agreement to the extent such matter arises from a condition that arose or a modification, addition or change that was made during the term of this Master Agreement or any extension hereof or at any other time when the Vehicle was in the possession or under the control of Customer, or (v) the failure by Customer to perform any of its obligations under this Master Agreement, Supplemental Agreement or Extension Agreement. Customer will pay any expenses and costs (including, without limitation, attorneys' fees as provided in Section 16) which Big Truck Rental incurs in enforcing or defending (i) any of its rights or remedies under this Master Agreement or otherwise granted to it by law or in equity, or (ii) any provision of this Master Agreement, or (iii) any of Customer's obligations under this Master Agreement. The provisions of this Section 9 will survive the termination or expiration of this Master Agreement.

10. Return of Vehicles: At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its expense, return the Vehicle rented under the Supplemental Agreement or Extension Agreement to and into the custody of Big Truck Rental, at its business location set forth on the first page of this Master Agreement or at such other place as Big Truck Rental specifies in writing, in the same repair, condition and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted. All Vehicles shall be returned free of trash in the cab, body, hopper, and behind the packing blades or they will be subject to a clean out fee and any related disposal costs.

11. Tires: It is the responsibility of the Customer to assure that the tires returned with the Vehicle are in substantially the same condition as the tires that were on the Vehicle at the beginning of the rental term, reasonable wear and tear from proper use excepted. Upon the return of the Vehicle, each tire is inspected by Big Truck Rental and those tires worn substantially more than at the inception of the rental term shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a re-capable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-re-capable by our tire vendor will be back billed.

12. Default by Customer; Remedies of Big Truck Rental; Waiver of Bond: Any of the following events or conditions shall constitute an event of default: (1) Customer's failure to pay when due any Rental Charges or any other amount payable; (2) Customer's failure to perform, or its violation of any other term, covenant or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of Customer to report, at the beginning of each week or at the request of Big Truck Rental, the miles and hours on the truck or (5) any reasonable ground for insecurity on the behalf of Big Truck Rental with respect to the performance



of Customer's obligations hereunder. While an event of default exists, Big Truck Rental shall have the right to exercise any one or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Customer; (2) sue for any damages incurred by Big Truck Rental due to the event of default and/or termination of the contract between Big Truck Rental and Customer; (3) require Customer to redeliver any and all rented Vehicles immediately to Big Truck Rental as provided in Section 10; or (4) repossess any and all Vehicles without notice, legal process, prior judicial hearing, or liability for trespass or other damage, Customer voluntarily and knowingly agrees to and waives the same. If Big Truck Rental attempts but is unable to repossess the Vehicle for any reason whatsoever, Big Truck Rental may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to Big Truck Rental the Termination Payment and the provisions of Section 7 will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to Big Truck Rental at law or in equity. Big Truck Rental may enforce any of its rights separately or concurrently and in such order as Big Truck Rental determines. In any proceeding by Big Truck Rental to recover possession of the Vehicle, Big Truck Rental shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

13. Payments by Big Truck Rental; Interest: If Customer fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental may, at its option, pay such amount or perform such obligation; and Customer shall, on demand by Big Truck Rental, reimburse Big Truck Rental for the amount of such payment or the cost of such performance. Customer shall pay Big Truck Rental interest at one-and-a-half percent (1½%) per month or at the highest lawful rate that may be charged, whichever is lower, on amounts payable by Customer under any provision of this Agreement (i) from the due date thereof until it is paid, or (ii) in the case of any amount paid or any cost incurred by Big Truck Rental, from the date of such payment or the expenditure of such cost until Big Truck Rental receives reimbursement therefor.

14. Assignment: This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for rental only and Customer shall not be deemed an agent or employee of Big Truck Rental for any purpose. Customer will not sell, assign, transfer, lease, pledge or otherwise encumber any Vehicle or any of Customer's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) or in or to the Vehicle, or permit any of its rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) to be subject to any lien, charge or encumbrance of any nature. Big Truck Rental may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer or assign any of its rights in or to any Vehicle or under this Master Agreement. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Big Truck Rental and Customer.

15. Termination: This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each Supplemental Agreement terminates at the expiration of the rental term as set forth in the terms of the Supplemental Agreement (the "Rental Term"), or at the expiration of any mutually agreed upon Extension Agreement. If the Customer wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to Big Truck Rental in a rentable condition, or (b) inform Big Truck Rental five (5) days prior to the proposed Early Termination date that the Customer wishes for Big Truck Rental to pick up its Vehicle.

16. Governing Law, Jurisdiction, Venue: This Master Agreement and all Supplemental Agreements and Extension Agreements shall be governed by and construed in accordance with the law of the State of Florida and jurisdiction and venue shall properly lie in the County Court in and for Hillsborough County, the Thirteenth Judicial Circuit Court of the State of Florida, or in the United States District Court for the Middle District of Florida (Tampa Division).

17. Attorneys' Fees: Should the parties not agree on resolution of any issues surrounding this agreement, the successful party will be entitled to collect fees and costs associated with enforcement of this agreement.

18. Severability of Provisions: If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreement(s), or the application of any such provision to any person or circumstance is held invalid, the remainder of this Master Agreement or Supplemental Agreement(s) or Extension Agreement(s) and the application of such provision, other than to the extent it is held invalid, will not be invalidated or affected thereby.

19. Entire Agreement; Amendment and Waiver; Facsimile and Counterparts: This Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between Big Truck Rental and Customer relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, among the Parties to this Master Agreement and the with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) and no right or obligation of either party under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile of this Master Agreement and/or corresponding Supplemental Agreement(s) and Extension Agreement(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



20. Section Headings: Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Master Agreement.

21. Waiver of Trial by Jury: THE CUSTOMER HEREBY EXPRESSLY CONSENTS TO THE WAIVER OF THE CUSTOMER'S RIGHT TO TRIAL BY JURY.

By execution of this Master Rental Agreement, Customer acknowledges that all Vehicles rented hereunder are rented to and in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below.
DRIVER'S LICENSE INFORMATION IS MANDATORY FOR RENTAL.

Customer Acknowledgement

CUSTOMER NAME: _____
(Company Name)

BY: _____
(Signature)

PRINT NAME: _____

TITLE: _____

SS#: _____

DRIVER'S LICENSE #: _____

DATE: _____

TAX ID #: _____

STATE: _____

_____ Initial here acknowledging you have read Section 6 on maintenance responsibility.

Please sign quote and email to btrsales@bidtruckrental.com or fax to (813) 261-0821.

Customer's Agents who are Authorized to Effectuate the Rental of a Vehicle under this Master Agreement are:

Agent's Name: _____ Driver's License #: _____ State: _____

Agent's Name: _____ Driver's License #: _____ State: _____

Agent's Name: _____ Driver's License #: _____ State: _____

Agent's Name: _____ Driver's License #: _____ State: _____

GUARANTY

To induce Big Truck Rental LLC ("Big Truck") to enter into this Master Rental Agreement with Customer, the undersigned Guarantor unconditionally and personally guarantees the payment and performance of all current and future obligations and sums due to be paid by Customer pursuant to the Master Rental Agreement, including any subsequent Extension Rental Agreements or Supplemental Rental Agreements. Therefore, Guarantor agrees:

- Guarantor is directly benefiting from Big Truck's decision to enter into the Master Rental Agreement with Customer.
- Guarantor acknowledges this Guaranty is absolute, irrevocable, unconditional, unlimited and continuing in nature.
- The terms and conditions of the Master Rental Agreement, including length and number of rental vehicles included thereunder, whether through Extension Rental Agreements, Supplemental Rental Agreements or otherwise, and Customer's obligations and liabilities, may be increased without notice to Guarantor and without limiting Guarantor's liability therefor.
- Guarantor waives notices of the acceptance of this agreement, presentment, protest, notice of protest and all demands for performance and all notices of nonperformance or nonpayment which might otherwise be a condition precedent to Guarantor's liability.



In the event Customer fails to make a payment when due or perform a performance obligation, Big Truck may proceed directly against Guarantor without first proceeding or making claim or exhausting any remedy against Customer. To this extent, Guarantor acknowledges this is a guaranty of payment and performance, not collection.

- Guarantor agrees to pay all of Big Truck's costs, expenses and reasonable attorney's fees incurred to enforce the Master Rental Agreement, in addition to any costs, expenses or reasonable attorney's fees incurred by Big Truck to enforce this Guaranty against Guarantor.
- Guarantor's liability under this Guaranty shall not be deemed waived, released, discharged, mitigated or in any way affected by release or discharge of Customer's obligations through bankruptcy, reorganization, or other insolvency proceedings.
- This Guaranty shall inure to the benefit and shall be binding on the successors and assigns Big Truck. This Guaranty may not be assigned by Guarantor without the express written consent of Big Truck.

- This Guaranty shall be construed and enforced under Florida law. Guarantor irrevocably submits to the jurisdiction and venue of the state and federal courts located in Tampa, Florida, specifically the County Court of Hillsborough County, Florida; the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida; or the United States District Court for the Middle District of Florida, for any action or proceeding regarding this Guaranty. Guarantor irrevocably waives the right to a trial by jury arising out of or relating to this Guaranty or enforcement of this Guaranty.

- If any provision of this Guaranty, or the application of any such provision to any person or circumstance is held to be illegal, invalid or unenforceable, the remainder of this Guaranty shall not be affected and shall remain enforceable as drafted.

In the event this signature is delivered by facsimile or email, such signature shall create a binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or emailed signature page were an original.

GUARANTOR:

I have read this Guarantee and agree to its terms:

(Signature)

(Print Name)

BTR SUPPLEMENTAL AGREEMENT



Company Address 1039 S. 50th Street
Tampa, FL 33619
US

Created Date 4/21/2015
E-mail mark@bigtruckrental.com
Quote Number 00003255

Prepared By Mark Rentschlar

CUSTOMER INFORMATION

Billing Customer City of Bryan Dept of Public Works
Billing Contact Eric Zaragoza
Billing Address 1111 Waco Street
Bryan TX 77805

Rental Customer City of Bryan Dept of Public Works
Shipping Contact Eric Zaragoza
Shipping Address 1111 Waco Street
Bryan TX 77803

Billing Contact Email ezaragoza@bryantx.gov
Billing Contact Phone (979) 209-6900
Billing Contact Mobile (979) 777-3451
Billing Contact Fax (979) 209-6959 f

Shipping Contact Email ezaragoza@bryantx.gov
Shipping Contact Phone (979) 209-6900
Shipping Contact Mobile (979) 777-3451
Shipping Contact Fax (979) 209-6959 f

Pricing Details

Chassis VIN	Sales Price	Quantity	Security Deposit	Total Product Price	Rental Start Date	Rental End Date
1M2AU02C7DM007490	\$1,900.00	4.00	\$1,500.00	\$7,600.00	4/21/2015	5/18/2015
1M2AU04C4FM009021	\$1,900.00	4.00	\$1,500.00	\$7,600.00	4/21/2015	5/18/2015
1M2AU02C6EM008079	\$1,900.00	4.00	\$1,500.00	\$7,600.00	4/21/2015	5/18/2015

Product Details

Asset Number	Product Family	Year	Chassis Make	Body Make	Transportation Cost	Miles	Hours	License Plate	Truck Location
MIB345	Automated Side Loader	2013	Mack	Heil	\$0.00	25,532	2,086	B8095U	Houston, TX
BTR14020	Automated Side Loader	2015	Mack	Heil	\$0.00	14,838	1,427	B8126U	Houston, TX.
BTR13044	Automated Side Loader	2014	Mack	Heil	\$0.00	22,834	2,730	B8117U	Houston, TX.

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	\$22,800.00	Total Amount Due	\$27,300.00
Total Security Deposit	\$4,500.00		
Total Transportation Cost	\$0.00		

BTR SUPPLEMENTAL AGREEMENT



NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms Customer will pick up and return to Houston, TX facility.
2nd Rental Period 5/19-6/15
3rd Rental Period 6/16-7/13
4th Rental Period 7/14-8/10
5th Rental Period 8/11-9/07
6th Rental Period 9/08-10/05

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement which Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilize the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

DRIVER'S LICENCE INFORMATION IS MANDATORY FOR RENTAL.

Note: See Master Rental Agreement (Section 2) for allowance of hours under Rental Term.

CUSTOMER

CUSTOMER NAME: _____

DRIVER'S LICENSE #: _____

BTR SUPPLEMENTAL AGREEMENT



(Company Name)

BY: _____
(Signature)

PRINT NAME: _____

TITLE: _____

SS#: _____

DATE: _____

TAX ID #: _____

STATE: _____

_____ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to bt-sales@bigtruckrental.com or fax to (813) 261-0821.

AUTHORIZED VEHICLE OPERATORS FOR THIS RENTAL VEHICLE

Agent's Name: _____ Agent's Name: _____

Driver's License #: _____ Driver's License #: _____

State: _____ State: _____

Agent's Name: _____ Agent's Name: _____

Driver's License #: _____ Driver's License #: _____

State: _____ State: _____

Big Truck Rental is not liable for leaving a Vehicle to any of Customer's agents that are not listed above.