



George P. Bane Inc. (Lessor)  
 P. O. Box 4665 Tyler, Texas 75712  
 3402 NNE Loop 323 Tyler, Texas 75708  
 Phone: (903) 597-6641  
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## RENTAL CONTRACT

### CUSTOMER INFORMATION

Customer #	71250M	Date:	5/11/2023
Lessee:	PANOLA #3	Contact Name:	
Address:	COUNTY AUDITOR	Phone:	
City:	CARTHAGE	Mobile:	
State:	TX	Email:	
Zip:	75633	P.O. #	

### TRANSPORTATION INFORMATION

Bane Truck:	<input type="checkbox"/>	Customer Truck:	<input checked="" type="checkbox"/>
Job Site Location:			

### DESCRIPTION OF EQUIPMENT

### BILLING INFORMATION

Stock:	8606		1 Week	4 Weeks
Make:	DP	Rental Rate:		\$4,800.00
Model:	CP1200	Delivery Charge:		
Hours:		Pick Up Charge:		
Serial #:	10000510AKB005875	Misc. Charge:		
Description:	DYNAPAC CP1200 9-WHEEL PNEUMATIC ROLLER	Insurance Charge:		
<b>ADDITIONAL RENTAL INFORMATION</b>		C/C Fee:		
Rental Start Date:	5/15/2023	HET:		\$7.64
Guaranteed Rental Period:	1 Month	Total:		\$4,807.64

### INSURANCE INFORMATION

### DESCRIPTION OF ATTACHMENT(S)

Insurance Certificate Provided:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Stock	Make	Model	Serial
Purchase Loss Damage Waiver (LDW)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
LDW Amount (if no insurance) 15% Rental Rate Listed Above					
Equipment Value	\$115,000.00				

Rental rates are based on an 8 hour days, 40 hour week and 160 hours 4-week period. Machine to be returned in the same condition as received except for normal wear. Lessee is responsible for daily maintenance, preventive maintenance, general servicing and care while machine is on rent. Equipment must be returned full of fuel or will be charged for fueling. Current diesel cost is \$7.25per gallon. Current fuel cost per gallon for (D.E.F.) diesel exhaust fluid is \$15.00 per gallon.

**CUSTOMER IS RESPONSIBLE FOR REVIEWING OPERATOR'S MANUAL FOR RE-FUELING REQUIREMENTS OF MACHINE RENTED.**

NOTE: LOSS OF MACHINE PERFORMANCE AND FAILURE RESULT IF D.E.F. TANK RUNS EMPTY OR IMPROPER FLUID HAS BEEN ADDED, DAMAGES AS A RESULT WILL BE CUSTOMER'S RESPONSIBILITY.

LESSEE SIGNATURE:	DATE:	TIME:
	5/23/23	

**CUSTOMER RESPONSIBLE TO MAINTAIN CURRENT PROOF OF INSURANCE AT ALL TIMES TO AVOID LDW CHARGE:** By signing this contract, customer understands to loss, destruction or damage to rented equipment is the renter's responsibility. The purchase of Loss Damage Waiver (LDW) is not mandatory and may be declined if proof of acceptable coverage is provided. Purchase of LDW will cover the renter's responsibility for loss or damage to rented equipment resulting from covered perils (literature provided upon request) during the period of the rental agreement, subject to deductible, terms, conditions and exclusions as stated in the contract. NOTE: MISUSE AND/OR ABUSE OF EQUIPMENT ARE NOT COVERED UNDER LDW AND WILL BE THE FINANCIAL RESPONSIBILITY OF THE RENTER. **LDW DEDUCTIBLE: \$1,000.00**

LESSEE SIGNATURE:	DATE:	TIME:

# **GENERAL CONDITIONS OF RENTAL**

THE LESSEE OF LISTED RENTAL EQUIPMENT AGREES:

To accept full responsibility and liability for any and all damages to listed equipment due to improper operation, maintenance, and/or lubrication, freezing, fire, theft, windstorm, hailstorm, flood, riot, insurrection, strike, explosion, collision, upset damages while being transported, loaded or unloaded, or for any causes whatsoever other than wear and tear.

To pay for repairs or replacements of all parts damaged by misuse, or for all other extraordinary damage done.

Any tire puncture, cuts or slashes are the responsibility of said Lessee to be repaired or replaced to its original condition as in good condition as when received, ordinary wear and tear accepted.

Instruction manuals are included with all leased equipment and intended for use by Lessee and his employees to govern the safe operation of equipment. Lessee and any person who works for him and uses the equipment, agree to operate machinery in accordance with the instruction manual.

To notify Lessor if this equipment, or any portion thereof, is in use for more than 8 hours in one day, 40 hours in one week, or 160 hours in a four-week period, and to pay Lessor a pro rate portion of the applicable rental rate for the extra use of the equipment.

To indemnify Lessor against all loss, damage expense and penalty arising from any action on account of personal injury or damage to property of any character whatsoever occasioned by the operations, handling or transportation of the equipment during the existence of this lease or rental.

To hold Lessor free and harmless for all taxes and other public or private charges against or upon listed equipment, whatsoever and wherever levied, due to its use beyond the limits of Lessor's County.

To comply with and conform to all laws, ordinances and regulations relating to the possession, use or maintenance of listed equipment and save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character occasioned by or arising out of such use.

Lessee shall not assign this lease or sublease, sell, mortgage or create a security interest in the equipment without the written consent of Lessor and title to the equipment shall at all times remain vested in Lessor.

To keep Lessor advised at all times as to the location and condition of listed equipment.

Not commit or permit any act whereby listed equipment or any part thereof shall or may be seized, taken in execution, attached, removed, destroyed or injured.

In case of default of any of the terms of this agreement, Lessor their agents or servants, may at its options enter the premises where said equipment may be found and remove same therefrom, without notice, or demand, and without being guilty of any trespass or wrong. Lessor is not liable for any damage because of such removal of equipment, and Lessee agrees to pay all expenses incidental to said removal. In case of default in payment whereby it becomes necessary for Lessor to place the account in the hands of an attorney for collections, lessee agrees to pay actual or reasonable costs, whichever may be greater, as a collection charge.

Lessor's County (Dallas (BMI), Tarrant (BMFW), Smith (GPB), being the origin of this Lease, any and all disputes arising hereunder shall be settled or attempted to be settled only in Lessor's County (Dallas (BMI), Tarrant (BMFW), Smith (GPB)) whether such settlement be arrived at or be attempted by negotiation, litigation or otherwise.

Lessor gives no warranty against patent or latent defects in material, workmanship, or capacity, nor warrants that said equipment will meet the requirements of any law, rules, specifications or contracts which provide for specific machinery or apparatus or special methods, excluding warranties for all equipment of merchantability and fitness for particular purpose. All equipment is deemed used equipment and is leased on an "as is, where is" basis. Any salesperson and/or any other employee of Lessor making oral or written statements about the equipment described in this lease do not constitute warranties and will not be relied upon by the Lessee and are not a part of this Lease.