

PANOLA COUNTY COMMISSIONERS' COURT MEETING

DATE: 06/30/2026

AGENDA ITEM NO.: 1

D I S C U S S I O N / S P E A K E R S

ETC: _____

MOTION BY: B. Alexander SECOND BY: C. Lawless

to APPROVE A RENTAL CONTRACT FROM BANE MACHINERY FOR RENTAL
EQUIPMENT (DYNAPAC ROLLER) FOR USE BY THE PANOLA COUNTY ROAD
& BRIDGE DEPARTMENT, PRECINCT #1 _____

VOTE: (✓ = yes); (x = no); (-- = abstain); (A = absent)

Alexander (1) ✓

Cole (2) ✓

Lawless (3) ✓

LaGrone (4) ✓

McLane ✓

THE MOTION PASSES / FAILS ON A VOTE OF: UNANIMOUSLY / _____

Bane Machinery, Inc. (Lessor)
 2449 Manana Dr PO Box 541355
 Dallas, TX 75220 Dallas, TX 75354
 Phone: 214-352-2468

George P. Bane Inc. (Lessor)
 3402 NNE Loop 323 PO Box 4665
 Tyler, TX 75708 Tyler, TX 75712
 Phone: 903-597-6641 Fax: 903-593-0519

Bane Machinery Fort Worth, LP (Lessor)
 10505 North Freeway PO Box 77859
 Fort Worth, TX 76177 Fort Worth, TX 76177
 Phone: 817-847-5894 Fax: 817-232-3382



RENTAL CONTRACT

CUSTOMER INFORMATION:					
Customer Name:	Panola County PC. 1		Customer Number:	71250M	
Purchase/Job#:		Date:	6/24/2026		
Lessee:	Panola County PC. 1		Contact Name:	Billy Alexander	
Address:	110 S. Sycamore, Room 105		Contact Phone:		
City:	Carthage		Fax:		
State/Zip:	TX, 75633		Main Phone:		
			Email:		
Job Site Location:	Panola County				
DESCRIPTION OF EQUIPMENT			BILLING INFORMATION		
Stock:	10274		1 Week:	4 Weeks:	
Make:	Dynapac		Rental Rate:	NA	
Model:	CP1200		Delivery:		
Hours Out:	172		Pick Up:		
Serial:	10000510EPB008089				
Year:	2024		Total:	\$0.00 \$4,800.00	
DESCRIPTION OF ATTACHMENT(S)			ADDITIONAL RENTAL INFORMATION		
Stock	Make	Model	Serial	Rental Start Date:	6/23/2026
				Guaranteed Rental Period:	One Week Minimum
				1st Payment Due:	Net 28 Days
				INSURANCE INFORMATION YES NO	
				Insurance Certificate Provided:	☐ ☐
				Equipment Amount:	\$145,000.00

Rental rates are based on an 8 hour date, 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, preventative 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 \$ Market + per gallon. Current fuel cost per gallon for (D.E.F.) diesel exhaust fluid is \$ Market + per gallon. CUSTOMER IS RESPONSIBLE FOR REVIEWING OPERATORS 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 THE CUSTOMER'S RESPONSIBILITY.

Provide a current insurance certificate to include equipment coverage in accordance to the "General Conditions on Rental" Lessee agrees to general conditions of rental: Initial *RM*

LESSEE'S SIGNATURE: <i>Rocky & Mike</i>	DATE: 07-01-2026
CUSTOMER RESPONSIBLE TO MAINTAIN CURRENT PROOF OF INSURANCE AT ALL TIMES: By signing this contract, customer understands to loss, destruction or damage to rented equipment is the renter's responsibility.	
LESSEE'S SIGNATURE:	DATE:

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 return all equipment and accessories to Lessor's warehouse in as good condition as when received, ordinary wear and tear accepted. 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 their employees to govern the safe operation of equipment. Lessee and any person who works for Lessee 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 the listed equipment or any part thereof shall or may be seized, taken in execution, attached, removed, destroyed, or injured.

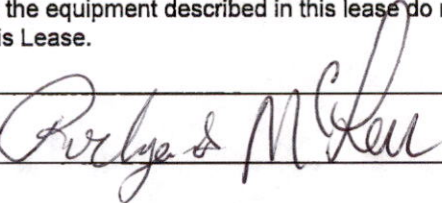
In case of default of any of the terms of this agreement, Lessor, their agents or servants, may at its options enter the premises where said equipment may be found and remove same therefrom, without notice, or demand, and without being guilty of any trespass or wrong.

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 merchant-ability 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.

LESSEE SIGNATURE:



DATE:

07-01-2024