

17,638 A

Diversified Power Systems, Inc.

FILED FOR RECORD at 12:30 o'clock P M

P.O. Box 662, Mansfield, Texas 76063-7129
817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

AUG 09 2022

MAINTENANCE AGREEMENT

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By [Signature]

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and
Hunt County ("Customer") on the 1 day of August, 2022.

CUSTOMER BILLING ADDRESS

LOCATION OF CUSTOMER EQUIPMENT

Hunt County Purchasing Department
Customer Name
P.O. Box 1097
Mailing Address
Greenville, Texas 75403-1097
City, State, Zip Code
Cheryl Lowry 903-408-4148
Name and Telephone No. of Contact
Email clowry@huntcounty.net

Hunt County Juvenile Center
Name of Location
Physical Address
Greenville, Texas 75403
City, State, Zip Code
Chris Kilmer 903-355-0403
Name and Telephone No. of Contact
Email ckilmer@huntcounty.net

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the
above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

Table with 4 columns: Manufacturer, Type*, Model, Serial Number. Row 1: RENEWAL 2022. Row 2: Onan, G, 306-2452, L830690696. Row 3: Kw- 70, Spec#.

*G = Generator, T = Transfer Switch, O = Other

Table with 2 columns: Frequency of Service, Price. Row 1: One Annual Pm service per our Exhibit A, \$550.00. Row 2: Three Quarterly inspection services per our exhibit A \$280.00 each 3 x \$280.00 = \$840.00. Row 3: Two hour load bank test if requested please add, \$600.00. Row 4: All other work will be billed on a time and material basis.

PRICE OF SERVICES

The price of the services to be furnished to Customer during the first year of this Agreement shall be \$1390.00. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

OTHER PROVISIONS

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement. This Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless Customer notifies Diversified that the Agreement is to be terminated.

Diversified Power Systems, Inc.
By: Tim Wilson twilson@dpowersys.com
Title: Sales
Date: July 8, 2022

Customer
By: [Signature]
Title: Hunt County Judge
Date: August 9, 2022

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
9. **CUSTOMER REPRESENTATIONS.** Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has complied with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

EXHIBIT "A"
MAINTENANCE AGREEMENT

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and look for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.	
Oil sample analysis	\$55.00
Coolant sample analysis	\$98.00
Fuel sample analysis	\$152.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 125.00 per hour	
After hours labor rate; \$ 187.50 per hour	
Weekend/holiday labor rate: \$ 230.00 per hour	
Service calls (call outs) billed at 3 hour minimum: \$ 125.00 per hour	
Electronic tooling and diagnostic fee: \$ 50.00	
E-fee for oil change during annual PM: \$ 15.00	

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County Clerk, Hunt County, Tex.

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Hunt County ("Customer") on the 1 day of August, 2022.

CUSTOMER BILLING ADDRESS

LOCATION OF CUSTOMER EQUIPMENT

Hunt County Purchasing Department
Customer Name
P.O. Box 1097
Mailing Address
Greenville, Texas 75403-1097
City, State, Zip Code
Cheryl Lowry 903-408-4148
Name and Telephone No. of Contact
Email clowry@huntcounty.net

Hunt County County Jail Annex
Name of Location
2507 Crockett Street
Physical Address
Greenville, Texas 75403
City, State, Zip Code
Chris Kilmer 903-355-0403
Name and Telephone No. of Contact
Email ckilmer@huntcounty.net

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

Table with 4 columns: Manufacturer, Type*, Model, Serial Number. Row 1: RENEWAL 2022. Row 2: Generac, G, 0058820, 6181076. Row 3: Kw- 8, Nat Gas.

*G = Generator, T = Transfer Switch, O = Other

Table with 2 columns: Frequency of Service, Price. Row 1: One Annual Pm service per our Exhibit A, \$315.00. Row 2: Three Quarterly inspection services per our exhibit A \$280.00 each 3 x \$280.00 = \$840.00. Row 3: Two hour load bank test if requested please add, \$476.00. Row 4: All other work will be billed on a time and material basis.

PRICE OF SERVICES

The price of the services to be furnished to Customer during the first year of this Agreement shall be \$1155.00. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

OTHER PROVISIONS

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Diversified Power Systems, Inc.
By: Tim Wilson twilson@dpowersys.com
Title: Sales
Date: July 8, 2022

Customer
By: [Signature]
Title: Hunt County Judge
Date: August 9, 2022

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
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3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
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EXHIBIT "A"
MAINTENANCE AGREEMENT

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
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3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval.
(Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

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Special provisions:

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Fuel sample analysis	\$152.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 125.00 per hour	
After hours labor rate: \$ 187.50 per hour	
Weekend/holiday labor rate: \$ 230.00 per hour	
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Electronic tooling and diagnostic fee: \$ 50.00	
E-fee for oil change during annual PM: \$ 15.00	

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Customer Name
P.O. Box 1097
Mailing Address
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City, State, Zip Code
Cheryl Lowry 903-408-4148
Name and Telephone No. of Contact
Email clowry@huntcounty.net

LOCATION OF CUSTOMER EQUIPMENT

Hunt County Greenville Exchange Building
Name of Location
2500 Stonewall
Physical Address
Greenville, Texas 75403
City, State, Zip Code
Chris Kilmer 903-355-0403
Name and Telephone No. of Contact
Email ckilmer@huntcounty.net

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

Table with 4 columns: Manufacturer, Type*, Model, Serial Number. Row 1: Renewal 2022. Row 2: Generac, G, 126001170300, 2068875. Row 3: Kw- 250, Spec#

*G = Generator, T = Transfer Switch, O = Other

Table with 2 columns: Frequency of Service, Price. Row 1: One Annual Pm service per our Exhibit A \$710.00. Row 2: Three Quarterly inspection services per our exhibit A \$280.00 each 3 x \$280.00 = \$840.00. Row 3: Two hour load bank if requested please add \$960.00. Row 4: All other work will be billed on a time and material basis

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6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
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5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.	
Oil sample analysis	\$55.00
Coolant sample analysis	\$98.00
Fuel sample analysis	\$152.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 125.00 per hour	
After hours labor rate: \$ 187.50 per hour	
Weekend/holiday labor rate: \$ 230.00 per hour	
Service calls (call outs) billed at 3 hour minimum: \$ 125.00 per hour	
Electronic tooling and diagnostic fee: \$ 50.00	
E-fee for oil change during annual PM: \$ 20.00	

17,638 D

Diversified Power Systems, Inc.

FILED FOR RECORD at 12:30 o'clock p M

P.O. Box 662, Mansfield, Texas 76063-7129
817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

AUG 09 2022

MAINTENANCE AGREEMENT

BECKY LANDRUM
County Clerk, Hunt County, Tex.

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and
Hunt County ("Customer") on the 1 day of August, 2022.

CUSTOMER BILLING ADDRESS

LOCATION OF CUSTOMER EQUIPMENT

Hunt County Purchasing Department
Customer Name
P.O. Box 1097
Mailing Address
Greenville, Texas 75403-1097
City, State, Zip Code
Cheryl Lowry 903-408-4148
Name and Telephone No. of Contact
Email clowry@huntcounty.net

Hunt County Criminal Center
Name of Location
Physical Address
Greenville, Texas 75403
City, State, Zip Code
Chris Kilmer 903-355-0403
Name and Telephone No. of Contact
Email ckilmer@huntcounty.net

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

Table with 4 columns: Manufacturer, Type*, Model, Serial Number. Row 1: RENEWAL 2022. Row 2: Detroit, G, 6063HK35 (400DSE), 06RO579182. Row 3: Kw- 400, Spec#.

*G = Generator, T = Transfer Switch, O = Other

Table with 2 columns: Frequency of Service, Price. Row 1: One Annual Pm service per our Exhibit A, \$875.00. Row 2: Three Quarterly inspection services per our exhibit A \$280.00 each 3 x \$280.00 = \$840.00. Row 3: Two hour load bank test if requested please add, \$1260.00. Row 4: All other work will be billed on a time and material basis.

PRICE OF SERVICES

The price of the services to be furnished to Customer during the first year of this Agreement shall be \$1715.00. This price does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30) days of invoice.

OTHER PROVISIONS

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement. This Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless Customer notifies Diversified that the Agreement is to be terminated.

Diversified Power Systems, Inc.
By: Tim Wilson twilson@dpowersys.com
Title: Sales
Date: July 8, 2022

Customer
By: [Signature]
Title: Hunt County Judge
Date: August 9, 2022

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
9. **CUSTOMER REPRESENTATIONS.** Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has complied with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

EXHIBIT "A"
MAINTENANCE AGREEMENT

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.	
Oil sample analysis	\$55.00
Coolant sample analysis	\$98.00
Fuel sample analysis	\$152.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 125.00 per hour	
After hours labor rate: \$ 187.50 per hour	
Weekend/holiday labor rate: \$ 230.00 per hour	
Service calls (call outs) are billed at 3 hour minimum: \$ 125.00 per hour	
Electronic tooling and diagnostic fee: \$ 50.00	
E-fee for oil change during annual PM: \$ 20.00	

17.638 E

FILED FOR RECORD

Diversified Power Systems, Inc.

at 12:30 o'clock p M

P.O. Box 662, Mansfield, Texas 76063-7129
817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

AUG 09 2022

MAINTENANCE AGREEMENT

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By [Signature]

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and
Hunt County ("Customer") on the 1 day of August, 2022.

CUSTOMER BILLING ADDRESS

LOCATION OF CUSTOMER EQUIPMENT

Hunt County Purchasing Department
Customer Name
P.O. Box 1097
Mailing Address
Greenville, Texas 75403-1097
City, State, Zip Code
Cheryl Lowry 903-408-4148
Name and Telephone No. of Contact
Email clowry@huntcounty.net

Hunt County Radio Tower
Name of Location
Physical Address
Greenville, Texas 75403
City, State, Zip Code
Chris Kilmer 903-355-0403
Name and Telephone No. of Contact
Email ckilmer@huntcounty.net

Diversified agrees to furnish the services specified on Exhibit "A" for the equipment described below, which is located at the
above address. Diversified agrees to perform these maintenance services in the frequency stated in this Agreement.

Table with 4 columns: Manufacturer, Type*, Model, Serial Number. Row 1: RENEWAL 2022. Row 2: Winco, G, CSAPSS8B-N, 13830M97. Row 3: Kw- 8, L P Gas.

*G = Generator, T = Transfer Switch, O = Other

Table with 2 columns: Frequency of Service, Price. Row 1: One Annual Pm service per our Exhibit A, \$315.00. Row 2: Three Quarterly inspection services per our exhibit A \$280.00 each 3 x \$280.00 = \$840.00. Row 3: If load bank testing required please call for quote. Row 4: All other work will be billed on a time and material basis.

PRICE OF SERVICES

The price of the services to be furnished to Customer during the first year of this Agreement shall be \$1155.00 This price
does not include the cost of any replacement parts or additional services beyond those described in Exhibit "A," as well as
any applicable taxes. After the first anniversary of the Agreement, prices are subject to change, and will be based upon
Diversified's current prices. Customer will be invoiced based upon work performed. Payment is expected within thirty(30)
days of invoice.

OTHER PROVISIONS

Diversified shall perform its services subject to the Terms and Conditions shown on the reverse side of this Agreement. This
Agreement shall automatically renew on an annual basis commencing one year from the date of this Agreement unless
Customer notifies Diversified that the Agreement is to be terminated.

Diversified Power Systems, Inc.
By: Tim Wilson twilson@dpowersys.com
Title: Sales
Date: July 8, 2022

Customer
By: [Signature]
Title: Hunt County Judge
Date: August 9, 2022

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AGREEMENT

1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
3. **SERVICE PROVIDED BY DIVERSIFIED.** A detailed summary of the services provided by Diversified is included in Exhibit "A."
4. **PARTS AND LABOR WARRANTY.** Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
5. **WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PERFORMED BY DIVERSIFIED.**
6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
7. **FORCE MAJEURE.** In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
8. **PAYMENT TERMS.** All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
9. **CUSTOMER REPRESENTATIONS.** Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has complied with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
10. **TERMINATION OF THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
12. **PARTIES BOUND.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
11. **AMENDMENT.** This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
13. **GOVERNING LAW.** This Agreement is to be construed in accordance with the laws of the State of Texas.
14. **WAIVER.** Failure by the Parties to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

EXHIBIT "A"
MAINTENANCE AGREEMENT

1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
2. Check alternator and fan belts for proper operation: Adjust as necessary.
3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
6. Check exhaust system for proper condition and leaks.
7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
11. Check unit for proper voltage, amperage, and frequency/hertz.
12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
14. Check engine safety shut down system for proper operation: Upon request.
15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
16. Change engine oil and dispose of waste oil properly.
17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
18. Change oil in hydraulic governor (if applicable).
19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Special provisions:

Doesn't include any E-fee's or sales tax if applicable.	
Oil sample analysis	\$55.00
Coolant sample analysis	\$98.00
Fuel sample analysis	\$152.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 125.00 per hour	
After hours labor rate: \$ 187.50 per hour	
Weekend/holiday labor rate: \$ 230.00 per hour	
Service calls (call outs) billed at 3 hour minimum: \$ 125.00 per hour	
Electronic tooling and diagnostic fee: \$ 50.00	
E-fee for oil change during annual PM: \$ 15.00	

17,638 - 2



variverge
data + print + mail

variverge.com
1.888.288.6693

Corporate Office
920 SW 9th Avenue + Amarillo, TX 79101
Dallas Location
8949 Diplomacy Row + Dallas, TX 75247

FILED FOR RECORD
at 12:30 o'clock P M

AUG 09 2022

By BECKY LANDRUM
County Clerk, Hunt County, Tex.

Estimate

ADDRESS
Randy L Wineinger
Hunt County Tax Assessor Collector
PO Box 1042
Greenville, TX 75403

ESTIMATE 1706
DATE 07/13/2022

QTY	DESCRIPTION	RATE	AMOUNT
2022 Tax Statement Estimate - Full Color			
170,000	Laser Printing (Full Color - Duplex)	0.04	6,800.00
61,000	Rendering (Fold/Insert/Meter)	0.045	2,745.00
85,000	Perforated Paper for Laser Printing	0.02	1,700.00
61,000	Envelopes #9	0.035	2,135.00
61,000	1st Insert (Envelopes #9)	0.01	610.00
61,000	Envelopes #10 (Red Imprint)	0.04	2,440.00
61,000	Postage Estimate	0.455	27,755.00
			Subtotal: 44,185.00
2022 Delinquent Notice Estimate			
24,000	Laser Printing (Duplex Delinquent Statement)	0.04	960.00
12,000	Rendering (Fold/Insert/Meter)	0.045	540.00
12,000	Perforated Paper for Laser Printing	0.02	240.00
12,000	Envelopes #9	0.035	420.00
12,000	1st Insert (Envelopes #9)	0.01	120.00
12,000	Envelopes #10 (Red Imprint)	0.04	480.00
12,000	Postage Estimate	0.455	5,460.00
			Subtotal: 8,220.00
2022 Levy Roll Books			
17,358	Laser Printing	0.04	694.32
8,718	Blank Paper for Laser Printing	0.02	174.36

Please pay online! Or mail check to:
920 SW 9th Ave
Amarillo, TX 79101

26 FastBack Binding	8.00	208.00
2 UPS	75.00	150.00
		Subtotal: 1,226.68

1 Graphic Design/Hour	75.00	75.00
		Subtotal: 75.00

SUBTOTAL	53,706.68
TAX	0.00

TOTAL	\$53,706.68
-------	--------------------

Accepted By

Accepted Date

Please pay online! Or mail check to:
920 SW 9th Ave
Amarillo, TX 79101

17,638 - 3

FILED FOR RECORD
at 12:30 o'clock P M

AUG 09 2022

VENDING MACHINE AGREEMENT

BECKY LANDRUM
County Clerk, Hunt County, Tex.

This VENDING MACHINE AGREEMENT is entered into with an effective date of 08/01/2022 ("EFFECTIVE DATE") by and between SAFECITYVENDING with its principal place of business at 3062 LAVITA LN, FARMERS BRANCH, TX 75234 and HUNT COUNTY TX, with its principal place of business at 2507 LEE STREET, #104 GREENVILLE TX 75401.

RECITALS

Whereas, Vendor is engaged in the business of purchasing, installing and servicing vending machines ("VENDING MACHINE") containing SNACKS AND DRINKS.

Whereas, pursuant to the terms and conditions of this AGREEMENT, COMPANY desires to appoint VENDOR as an independent contractor to install and service such VENDING MACHINE at its locations. DMV, JAIL, TAX OFFICE and COURT HOUSE

Whereas, VENDOR desires to provide such VENDING MACHINE to HUNT COUNTY.

Now therefore, in consideration for the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Term. This AGREEMENT shall be effective as of the EFFECTIVE DATE and shall have an initial term of 3 MONTHS. Upon the expiration of such term (or any renewal term), this AGREEMENT shall automatically renew for an additional 12 MONTH period unless either party notifies the other party at least 30 days prior to the applicable renewal date of its intention not to renew the AGREEMENT (the initial term and any renewal term shall be collectively referred to as the "TERM").

2. Appointment of VENDOR.

2.1. Grant to VENDOR. Subject to all the terms and conditions of this AGREEMENT and the limitations set forth below, the COUNTY hereby grants permission to VENDOR to install VENDING MACHINE at its listed LOCATIONS. Hunt County agrees that it does not currently, and will not through the TERM of this AGREEMENT, represent, distribute or promote any other vending machines featuring VENDING PRODUCTS that compete with VENDOR's VENDING MACHINE at the listed LOCATIONS. HUNT COUNTY hereby grants VENDOR exclusive rights to installing and selling such VENDING PRODUCTS at LISTED LOCATIONS.

2.2. Ownership. HUNT COUNTY hereby acknowledges that all right, title and interest in VENDING MACHINE and VENDING PRODUCTS shall at all times remain that of VENDOR, including all monetary

profits (with the exception of HUNT COUNTY PAYMENT, defined below) with respect to ALL VENDING MACHINES. HUNT COUNTY shall have no right, title or interest therein, and HUNT COUNTY is not authorized to grant any right or license with respect thereto except as expressly set forth in and permitted under this AGREEMENT.

2.3. Theft and Vandalism. Except as is reasonably attributable to the acts or omissions of HUNT COUNTY'S personnel or other contractors, VENDOR shall bear the risk of loss to the VENDING MACHINES, monies contained therein, and any VENDING PRODUCTS from theft or vandalism while the VENDING MACHINE is placed at LISTED LOCATIONS. HUNT COUNTY shall take all reasonable precautions to assure that VENDING MACHINE is not vandalized, damaged or manipulated in any way. Should theft of the VENDING MACHINE or VENDING PRODUCTS contained in the VENDING MACHINE or vandalism to the VENDING MACHINE itself occur, HUNT COUNTY shall notify VENDOR as soon as practicable. In the event that theft and/or vandalism continues, VENDOR reserves the right to remove VENDING MACHINE without notice and without penalty, loss or default under this AGREEMENT.

2.4. Utilities. HUNT COUNTY shall provide electricity, water and/or any other utility service required to operate VENDING MACHINE at HUNT COUNTY'S expense.

2.5. Maintenance and Repair. HUNT COUNTY shall not itself, and shall not permit any other party to, repair, service, maintain, replace, relocate, move, remove or stock VENDING MACHINES. VENDOR shall use its commercially reasonable efforts to keep the VENDING MACHINE in good working order and condition at all times during the TERM. VENDOR shall have the exclusive right to repair, replace, refurbish or remove VENDING MACHINE. Notwithstanding the foregoing, HUNT COUNTY agrees to use its best efforts to keep the VENDING MACHINES in clean and sanitary condition, wholly free of all advertising and other materials, at all times. In addition, HUNT COUNTY agrees to promptly notify VENDOR of any need for repair or service, of any consumer complaints respecting the VENDING MACHINES. HUNT COUNTY further agrees to fully cooperate with VENDOR in effecting any necessary repairs or service, or in addressing any consumer complaints received.

3. VENDOR'S Obligations. VENDOR shall maintain the VENDING MACHINES in good working order and regularly maintain and clean it as to not detract from the appearance of LOCATION. If there is a major equipment failure, VENDOR will make every effort to complete repair within 14 DAYS of receipt of parts necessary to make the repair. VENDOR shall use its commercially reasonable efforts to regularly service and properly maintain VENDING MACHINE to HUNT COUNTY'S at the LISTED LOCATIONS. HUNT COUNTY may terminate this AGREEMENT and require VENDOR to remove the VENDING MACHINES in the event that the VENDING MACHINES are unsightly or its ongoing malfunctions reasonably detract from HUNT COUNTY'S reputation. VENDOR will re-fill and re-stock the VENDING MACHINE on an "as needed" basis.

4. Prices, Payments and Payment Terms.

4.1. VENDOR Fees. Vender hereby agrees to pay to HUNT COUNTY the following amount:

10 % of CASH profits on beverage and snack items from the VENDING MACHINES placed at ALL LISTED LOCATIONS, less any applicable fees, deposits and taxes (HUNT COUNTY shall have the right to periodically request a sales report from VENDOR to verify revenue)

AND

7 % of CREDIT/DEBIT CARD profits on beverage and snack items from the VENDING MACHINES placed at ALL LISTED LOCATIONS (HUNT COUNTY shall have the right to periodically request a sales report from VENDOR to verify revenue)

4.2. Payment Terms. Payments shall be paid by VENDOR to HUNT COUNTY on or before THE 15th OF EACH MONTH. Payments shall be made in U.S. Dollars and shall be made to HUNT COUNTY AUDITORS P.O BOX 1097 GREENVILLE, TX 75403.

4.3. Late Payments. Amounts not paid when due shall be subject to interest at a rate of 5 % per month or, if less, the maximum rate of interest allowed by law, calculated from the due date. If any amount is not paid when due hereunder, in addition to such past-due amounts, HUNT COUNTY shall be entitled to recover from VENDOR the costs and expenses incurred in connection with collecting the same.

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR LOSS OF PROFITS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. EXCEPT WITH RESPECT TO A BREACH OF THIS AGREEMENT, THE LIABILITY OF EITHER PARTY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY VENDOR WITH RESPECT TO THE VENDING MACHINE GIVING RISE TO SUCH CLAIM.

5. Indemnity of the Parties. If notified promptly in writing of any action (and all prior claims relating to such action) against either party based on a claim arising from Section 5 (Limitation of Liability), any material breach of this AGREEMENT, or the negligence or willful misconduct of either party, the other party shall indemnify the other party and hold the other party harmless from and against any judgment, damage, liability, or expenses, including reasonable attorney's fees, arising out of any claim with respect to the breach or alleged breach of such warranty of this AGREEMENT or such negligence or willful misconduct; provided that the other party shall have had sole control of the defense of any such action and all negotiations for its settlement or compromise; and, provided further, that no cost or expense shall be incurred for the account of the other party without its prior written consent.

6. Independent Contractor Relationship.

6.1. No Employer-Employee Relationship. It is expressly understood and agreed that during the TERM of this AGREEMENT, VENDOR's relationship to HUNT COUNTY will be that of an independent contractor and that neither this AGREEMENT nor the services to be rendered hereunder shall for any purpose whatsoever or in any way or manner create any employer-employee relationship.

6.2. Taxes. VENDOR shall have sole and exclusive responsibility for the payment of all federal, state and local income taxes, for all employment and disability insurance, and for social security and other similar taxes, in each case with respect to any compensation or benefits provided by COMPANY hereunder.

6.3. Compliance with Law. VENDOR shall assume and accept all responsibilities which are imposed on independent contractors by any applicable statute, regulation, ruling or otherwise. VENDOR represents and warrants that he/she/it is and will continue to be an independent merchant or enterprise within the meaning and requirement of any laws or customs in TEXAS. VENDOR will comply with HUNT COUNTY policies and all applicable laws, rules, regulations and expressed public policies of TEXAS and will take no action in connection with his/her/its duties under this AGREEMENT that would violate any such laws, rules, regulations and policies.

6.4. VENDOR Not Authorized to Bind HUNT COUNTY. VENDOR shall not hold himself/herself/itself out or permit himself/herself/itself to be described otherwise than as an independent contractor of HUNT COUNTY, and unless specifically authorized in advance in writing by HUNT COUNTY, VENDOR shall not enter into, assume or incur any obligation on HUNT COUNTY'S behalf or transact any business for HUNT COUNTY.

7. Compliance with Applicable Laws. VENDOR shall, at its own expense, comply with all applicable laws and make, obtain and maintain in force at all times during the TERM of this AGREEMENT, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulation or order required for VENDOR to perform its obligations under this AGREEMENT.

8. Assignment. VENDOR [*] may assign, transfer or otherwise dispose of this AGREEMENT in whole or in part to any individual, corporation or other entity without the prior written consent of HUNT COUNTY, provided that VENDOR shall continue to remain obligated to HUNT COUNTY for the assignee's performance or breach of VENDOR's duties and obligations hereunder.

9. Termination. Notwithstanding anything herein to the contrary, either party may terminate this AGREEMENT at any time with or without cause upon 60 _____ days' prior written notice.

Upon termination of this Agreement by either party, HUNT COUNTY shall permit VENDOR reasonable access to the LOCATIONS, free from any claims of trespass, for purposes of removing the VENDING MACHINE and any other VENDOR property at the LOCATIONS within seven (7) days from termination of this Agreement. Until such time as all such VENDING MACHINES and property are removed, HUNT COUNTY'S obligations with respect to care of the VENDING MACHINES shall continue as set forth herein, and HUNT COUNTY shall be responsible to VENDOR for all costs and expenses associated with damaged

VENDING MACHINE or missing pieces/equipment, excepting reasonable wear and tear. VENDOR shall use its best efforts to leave each equipment site in the condition in which it existed prior to placement of the VENDING MACHINES, excepting reasonable wear and tear and any damage which may have occurred which was beyond VENDOR's reasonable control and/or anticipation.

10. Confidentiality. Except as may otherwise be required by law or legal process, neither party hereto shall disclose to any third party the terms and conditions of this AGREEMENT or any information respecting sales or revenue of the VENDING MACHINES, during the TERM or thereafter. This obligation shall survive termination of this AGREEMENT.

11. Miscellaneous.

11.1. Entire Agreement. The provisions of this AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter hereof, and this AGREEMENT supersedes all prior agreements or representations, oral or written, regarding such subject matter. This AGREEMENT may not be modified or amended except in a writing signed by a duly authorized representative of each party.

11.2. Governing Law. This AGREEMENT will be construed in accordance with and governed by the laws of the state of TEXAS without regard to the principles of conflicts of laws thereof. In addition, HUNT COUNTY and VENDOR acknowledge and agree that the courts located in HUNTY County shall have exclusive jurisdiction in any action or proceedings with respect to this AGREEMENT, including federal district courts located in such county.

11.3. Successors and Assigns. Except as otherwise expressly provided in this AGREEMENT, this AGREEMENT will be binding on, and will inure to the benefit of, the successors and permitted assigns of the parties of this AGREEMENT. Nothing in this AGREEMENT is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights or obligations under or by reason of this AGREEMENT, except as expressly provided in this AGREEMENT.

11.4. Force Majeure. If the performance of any obligation (other than payment obligations) under this AGREEMENT is prevented, restricted or interfered with by reason of war, acts of terrorism, act of God, civil commotion, acts of public enemies, blockade, embargo, strikes, order, proclamation, regulation, ordinance, demand, or requirement having a legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this Section 12.4, which is beyond the reasonable control of the party affected, then the party so affected shall, upon giving prior written notice to the other party, be excused from such performance to the extent of such prevention, restriction, or interference, provided that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

11.5. Disputes. Any controversy, claim or dispute arising out of or relating to this AGREEMENT, shall be settled by binding arbitration in GREENVILLE TEXAS. Such arbitration shall be conducted in accordance with the then-prevailing commercial arbitration rules of the American Arbitration Association, with the following exceptions if in conflict: (a) one arbitrator will be chosen by the American Arbitration Association;

(b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the arbitrator's rules and regulations) of the proceeding has been given to such party. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this AGREEMENT. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

11.6. Construction. The titles of the sections of this AGREEMENT are for convenience of reference only and are not to be considered in construing this AGREEMENT. Unless the context of this AGREEMENT clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole; (b) references to one gender includes all genders; (c) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation"; and (d) references to "hereunder", "herein" or "hereof" related to this AGREEMENT as a whole. Any reference in this AGREEMENT to any statute, rule, regulation or agreement, including this AGREEMENT, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

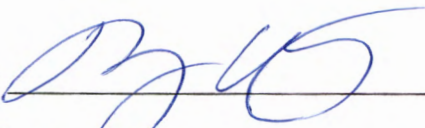
_____ 12.7. Entire Agreement. This AGREEMENT embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this AGREEMENT and supersedes all prior or contemporaneous agreements and understanding other than this AGREEMENT relating to the subject matter hereof. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein. Acceptance or acquiescence in a course of performance rendered hereunder shall not be relevant to determine the meaning of these terms and conditions even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

12.8. Amendment and Waiver. This AGREEMENT may be amended only by a written agreement executed by the parties hereto. No provision of this AGREEMENT may be waived except by a written document executed by the party entitled to the benefits of the provision. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this AGREEMENT. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver.


12.9. Counterparts. This AGREEMENT may be in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

In witness whereof, the parties have caused this AGREEMENT to be executed by their respective duly authorized representative as of the EFFECTIVE DATE.

HUNT COUNTY

Signature: 
Name: Bobby W. Stovall
Position: Hunt County Judge
Date Signed: August 9, 2022

VENDOR (SAFECITYVENDING LLC)

Signature: 
Name: Christopher Gonzalez
Position: Owner
Date Signed: 08-03-2022

17,638-4



FILED FOR RECORD
at 12:30 o'clock P M

AUG 09 2022

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By _____

1519 West Belt Line Road
Carrollton TX 75006
Phone 214 819-4100
Fax 214-819-4102

PRO FORMA INVOICE

Invoice #		Invoice Date	
Order #	ES01006216	Date	7/29/2022
Customer #	45946	Apply To	
Invoice Total:		\$29,941.00	
Please Remit Payment To:			
ROMCO Exchange Co. LLC P.O. Box 560248 Dallas, TX 75356-0248			
Billing Inquiries:(214) 819-4109 Fax:(214) 819-4133			
Ship To:			
Attn Michelle PO Box 1097 Greenville TX 75403			
Ship Via:3rd Party			

Hunt County Pct 4
PO Box 1097
Greenville, TX 75403

PO #:
Taken By: Ryan Jones
Salesperson: Chris Wheelock

Qty	Mfr	Asset ID #	Description	Mfr Serial	Amount
1	VO		PT125C Pneumatic Roller	327182	\$49,941.00
1	Case		Less Trade In Case DV213	NENTM2089	-\$20,000.00

Sales Subtotal	\$29,941.00
Discount	
Sales Tax	
Labor Subtotal	
Misc. Charges	
Freight	
Total Due	\$29,941.00

Resale Cert. No. :

Comments

Notice is hereby given that ROMCO Equipment Co LLC has assigned its rights under this sales contract to ROMCO Exchange Co LLC to sell the equipment described herein and, if applicable, to purchase trade-in property described herein.

Terms: Due Upon Receipt. All payments shall be payable in Dallas County, Texas.

Comments

Due Upon Receipt. All payments shall be payable in Dallas County, Texas.

17,638 - 5

FILED FOR RECORD
at 12:30 o'clock P M

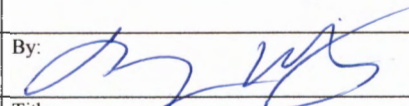
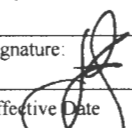
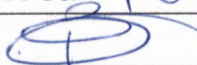
METRO-REPRO, INC.
8906 Chancellor Row, Dallas, Texas 75247
SERVICE CONTRACT

AUG 09 2022

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

Metro-Repro, Inc. agrees to perform repair service on the equipment listed by model and serial number for the prepaid amount. This contract is subject to the following:

1. Each service call shall include a complete mechanical inspection, during which essential cleaning, lubrication, labor for replacing worn or broken parts, and mechanical adjustments to accommodate new parts or to compensate for wear, will be performed. This service call shall also include any necessary suggestions, recommendations, or warnings to the customer regarding the equipment and/or its operation.
2. This service contract does not include service coverage related to issues attributed to the **customer's network**, nor does it cover **installing equipment print drivers**, or operational software. **These services are billable services at normal rates** post installation.
3. At the customer's request, Metro-Repro will provide equipment repair, including the replacement of parts which Metro-Repro determines to be unserviceable and directly contributing to the equipment's operational problems. No consumable supplies (including media, developer, print heads, ink cartridges, toner, maintenance kits, etc.) are included. Consumable costs are the responsibility of the customer. All parts replaced become the property of Metro-Repro.
4. This agreement includes mechanical service calls requested by the customer and found to be necessary by the service representative due to print quality, machine performance, or error codes to return and/or keep the equipment in good operating condition. Travel time and labor are included in the annual contract price.
5. This agreement does not cover labor, parts, or other expense necessary to repair damage (intentional, accidental, or otherwise) caused by customer negligence, unauthorized movement or relocation of equipment, fire, water, acts of God, etc. Should repair be necessary due to such causes, a written estimate of charges associated with the equipment's repair will be provided for approval before work is started.
6. If the listed equipment is altered by the customer, or has devices attached to the equipment by the customer, or the customer utilizes supply items which - in the judgment of Metro-Repro - increases the cost of maintenance to be performed, or contributes to any necessary equipment repairs and/or the general demise of the equipment - Metro-Repro will indicate such infractions to this service agreement and request/recommend such action as to remedy the situation. If the customer should choose not to comply with such recommended actions, the customer shall be considered in default of its obligations under this agreement as of such date and any necessary maintenance or repair will be billed at regular hourly service rates, plus parts.
7. The Customer is responsible for providing Metro-Repro meter readings upon request. Two attempts will be made by Metro-Repro to obtain a meter reading for the machine. After these attempts if no meter has been submitted, Metro-Repro will bill the meter based upon an average of the customer's meter history.
8. All service under this agreement will be performed on the customer's premises during regular business hours (8am-5pm CST). If service outside of such hours is requested, service will be rendered at Metro-Repro's regular hourly rates plus 50%, subject to availability of service personnel.
9. It is understood that the equipment covered by the agreement must be in good working condition on the date this agreement becomes effective. An inspection visit billed at our normal rates may be required before placing a machine under contract.
10. If your organization requires a PO before payment will be rendered, please provide the needed PO a minimum of 45 days before your current contract expires. Providing a needed PO is the customer's responsibility.
11. Contract rate is subject to increase at renewal date and will auto-renew unless cancelled. Contract will be in effect once the contract is signed by both parties and payment is rendered. Contracts are for a period of 12 months and full amount is due regardless of the billing option selected. Credit card or ACH routing info will be required for monthly payment option. Receipt of payment is acceptance of these terms.

MODEL & SERIAL NO.	EQUIPMENT LOCATION	BILLING OPTION	ANNUAL FEES
Oce PW360 330810534	2507 Lee St. 2nd Floor Room 201 Greenville, TX 75401	Annual	\$2586.00 inc 5K 5F per month. Overage billed at \$0.03 SF.
Company: Metro-Repro, Inc.		Customer Name: Hunt County Clerk	
By: John Edwards		By: 	
Title: Service Manager		Title: Hunt County Judge	
Signature: 		Signed By Customer: 	
Effective Date: 08/01/22 - 07/31/23		Date Signed By Customer: 8-9-2022	

17,638 - 4



FILED FOR RECORD
at 12:30 o'clock P M

AUG 09 2022

By BECKY LANDRUM
County Clerk, Hunt County, Tex.

Connection fees are \$175.73. This includes a membership, connection fees for Phone, Internet and a wireless modem. A Land Line is required for our services. You can set up service and pay the connection fees over the phone with a MasterCard or Visa. Once the connection fees are paid, an order will be submitted and a Tech will then give you a call to schedule an install.

500 Down by 100Up -129.95 Per Month
2-POTS lines (No Rollover) 2@36.00 Each=72.00 Per Month
Caller-ID 5.00 Each Line (10.00)
Long Distance= (600 Minutes) for 10.95 Per Month

\$222.90 Per Month with Tax ID Cert.

1-POTS Line@36.00+10.95 Long Distance
Caller-ID 5.00 Each Line

\$51.95 Per Month with TAX ID Cert.

Address is 1106 Main St., Commerce, TX 75428

JD Maynard



"Yesterday's Telephone, Tomorrow's Technology"

*InTouch by CumbyTel • PO Box 619 • 201 Frisco • Cumby, TX 75433
PH: 903.994.2211 • Toll Free: 888.994.4604 • Fax: 903.994.2200*