

18,289-1

Diversified Power Systems, Inc.

FILED FOR RECORD

at 1:00 o'clock A M

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

AUG 08 2023

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, 2023.

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 2023. 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 \$290.00 each 3 x \$290.00 = \$870.00. Row 3: Two hour load bank test if requested please add, \$670.00. 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 \$1420.00. 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.

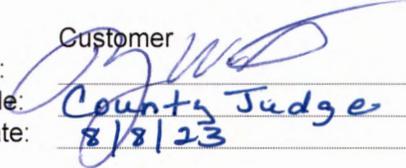
OTHER PROVISIONS

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.

Customer agrees to automatic renewal on annual basis. By \_\_\_\_\_ Date \_\_\_\_\_

Customer does not wish to have automatic renewal. By \_\_\_\_\_ Date \_\_\_\_\_

Diversified Power Systems, Inc.  
By: Tim Wilson twilson@dpowersys.com  
Title: Regional Sales Manager  
Date: July 28, 2023

Customer  
By:   
Title: County Judge  
Date: 8/8/23

## 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, Coolant, Fuel sample analysis: \$ 250.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 162.50 per hour
After hours labor rate; \$ 243.75 per hour
Weekend/holiday labor rate: \$ 265.00 per hour
Service calls (call outs) billed at 3 hour minimum: \$ 162.50 per hour
Electronic tooling and diagnostic fee: \$ 50.00
E-fee for oil change during annual PM: \$ 15.00
Supply Fee: \$ 15.00
Fuel Surcharge: \$ 35.00
Price shown on contract is for normal scheduled maintenance and will be billed at Net 30 Terms – additional repairs and fueling outside of normal routine maintenance will need to be paid on day of service and may require payment up front. Hourly rates subject to change.

**Diversified Power Systems, Inc.**

**FILED FOR RECORD**

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

at 1:00 o'clock P M

**AUG 08 2023**

**MAINTENANCE AGREEMENT**

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By [Signature] and [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, 2023

**CUSTOMER BILLING ADDRESS**

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

**LOCATION OF CUSTOMER EQUIPMENT**

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.

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
<b>RENEWAL 2023</b>			
Generac	G	0058820	6181076
		Kw- 8	Nat Gas

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$315.00
Three Quarterly inspection services per our exhibit A \$290.00 each 3 x \$290.00 =	\$870.00
<b>Two hour load bank test if requested please add</b>	<b>\$600.00</b>
<b>All other work will be billed on a time and material basis</b>	

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1185.00**. 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.

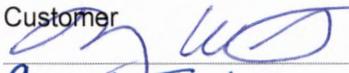
**OTHER PROVISIONS**

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.

Customer agrees to automatic renewal on annual basis. By \_\_\_\_\_ Date \_\_\_\_\_

Customer does not wish to have automatic renewal. By \_\_\_\_\_ Date \_\_\_\_\_

Diversified Power Systems, Inc.  
By: Tim Wilson twilson@dpowersys.com  
Title: Regional Sales Manager  
Date: July 28, 2023

Customer  
By:   
Title: County Judge  
Date: 8/8/23

## 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, Coolant, Fuel sample analysis: \$ 250.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 162.50 per hour
After hours labor rate: \$ 243.75 per hour
Weekend/holiday labor rate: \$ 265.00 per hour
Service calls (call outs) billed at 3 hour minimum: \$ 162.50 per hour
Electronic tooling and diagnostic fee: \$ 50.00
E-fee for oil change during annual PM: \$ 15.00
Supply Fee: \$ 15.00
Fuel Surcharge: \$ 35.00
Price shown on contract is for normal scheduled maintenance and will be billed at Net 30 Terms – additional repairs and fueling outside of normal routine maintenance will need to be paid on day of service and may require payment up front. Hourly rates subject to change.

**Diversified Power Systems, Inc.**

**FILED FOR RECORD**

P.O. Box 662, Mansfield, Texas 76063 at 1:00 o'clock PM  
817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

**AUG 08 2023**

**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, 2023.

**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](mailto:clowry@huntcounty.net)

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](mailto: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.

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
<b>Renewal 2023</b>			
Generac	G	126001170300	2068875
		Kw- 250	Spec#

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$710.00
Three Quarterly inspection services per our exhibit A \$290.00 each 3 x \$290.00 =	\$870.00
<b>Two hour load bank if requested please add</b>	<b>\$1100.00</b>
<b>All other work will be billed on a time and material basis</b>	

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1580.00**. 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.

Customer agrees to automatic renewal on annual basis. By \_\_\_\_\_ Date \_\_\_\_\_

Customer does not wish to have automatic renewal. By \_\_\_\_\_ Date \_\_\_\_\_

Diversified Power Systems, Inc.

By: Tim Wilson twilson@dpowersys.com

Title: Regional Sales Manager

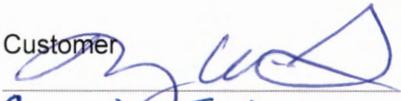
Date: July 28, 2023

Customer

By:

Title:

Date:

  
County Judge  
9/8/23

## 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, Coolant, Fuel sample analysis: \$ 250.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 162.50 per hour
After hours labor rate: \$ 243.75 per hour
Weekend/holiday labor rate: \$ 265.00 per hour
Service calls (call outs) billed at 3 hour minimum: \$ 162.50 per hour
Electronic tooling and diagnostic fee: \$ 50.00
E-fee for oil change during annual PM: \$ 20.00
Supply Fee: \$ 15.00
Fuel Surcharge: \$ 35.00
Price shown on contract is for normal scheduled maintenance and will be billed at Net 30 Terms – additional repairs and fueling outside of normal routine maintenance will need to be paid on day of service and may require payment up front. Hourly rates subject to change.

**Diversified Power Systems, Inc.**

**FILED FOR RECORD**

P.O. Box 662, Mansfield, Texas 76063 at 1:00 o'clock 1 M  
817-473-8600, 817-357-7842 Mobile, 817-783-3690 Fax

**AUG 08 2023**

**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, 2023

**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.

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
<b>RENEWAL 2023</b>			
Detroit	G	6063HK35 (400DSE) Kw- 400	06RO579182 Spec#

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$875.00
Three Quarterly inspection services per our exhibit A \$290.00 each 3 x \$290.00 =	\$870.00
<b>Two hour load bank test if requested please add</b>	<b>\$1400.00</b>
<b>All other work will be billed on a time and material basis</b>	

**PRICE OF SERVICES**

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1745.00**. 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.

Customer agrees to automatic renewal on annual basis. By \_\_\_\_\_ Date \_\_\_\_\_

Customer does not wish to have automatic renewal. By \_\_\_\_\_ Date \_\_\_\_\_

Diversified Power Systems, Inc.  
By: Tim Wilson twilson@dpowersys.com  
Title: Regional Sales Manager  
Date: July 28, 2023

Customer  
By:   
Title: County Judge  
Date: 8/8/23

## 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, Coolant, Fuel sample analysis: \$ 250.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 162.50 per hour
After hours labor rate: \$ 243.75 per hour
Weekend/holiday labor rate: \$ 265.00 per hour
Service calls (call outs) are billed at 3 hour minimum: \$ 162.50 per hour
Electronic tooling and diagnostic fee: \$ 50.00
E-fee for oil change during annual PM: \$ 20.00
Supply Fee: \$ 15.00
Fuel Surcharge: \$ 35.00
Price shown on contract is for normal scheduled maintenance and will be billed at Net 30 Terms – additional repairs and fueling outside of normal routine maintenance will need to be paid on day of service and may require payment up front. Hourly rates subject to change.

Diversified Power Systems, Inc.

FILED FOR RECORD

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

at 1:00 o'clock PM

AUG 08 2023

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, 2023.

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 2023. 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 \$290.00 each 3 x \$290.00 = \$870.00. 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 \$1185.00. 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.

Customer agrees to automatic renewal on annual basis. By \_\_\_\_\_ Date \_\_\_\_\_

Customer does not wish to have automatic renewal. By \_\_\_\_\_ Date \_\_\_\_\_

Diversified Power Systems, Inc.

By: Tim Wilson twilson@dpowersys.com

Title: Regional Sales Manager

Date: July 28, 2023

Customer

By:

Title:

Date:

  
County Judge  
8/8/23

## 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, Coolant, Fuel sample analysis: \$ 250.00
Normal business hours M-F 8:00am-5:00pm labor rate: \$ 162.50 per hour
After hours labor rate: \$ 243.75 per hour
Weekend/holiday labor rate: \$ 265.00 per hour
Service calls (call outs) billed at 3 hour minimum: \$ 162.50 per hour
Electronic tooling and diagnostic fee: \$ 50.00
E-fee for oil change during annual PM: \$ 15.00
Supply Fee: \$ 15.00
Fuel Surcharge: \$ 35.00
Price shown on contract is for normal scheduled maintenance and will be billed at Net 30 Terms – additional repairs and fueling outside of normal routine maintenance will need to be paid on day of service and may require payment up front. Hourly rates subject to change.

18,289.2



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 1:00 o'clock P M

AUG 08 2023

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 1911  
DATE 07/28/2023

QTY	DESCRIPTION	RATE	AMOUNT
2023 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	0.025	2,125.00
61,000	Envelopes #9	0.043	2,623.00
61,000	1st Insert (Envelopes #9)	0.01	610.00
61,000	Envelopes #10 (Red Imprint)	0.043	2,623.00
61,000	Postage Estimate	0.498	30,378.00
			Subtotal: 47,904.00
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	0.025	300.00
12,000	Envelopes #9	0.043	516.00
12,000	1st Insert (Envelopes #9)	0.01	120.00
12,000	Envelopes #10 (Red Imprint)	0.043	516.00
12,000	Postage Estimate	0.498	5,976.00
			Subtotal: 8,928.00
2022 Levy Roll Books			
17,358	Laser Printing	0.04	694.32

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

8,718	Blank Paper for Laser Printing	0.02	174.36
26	FastBack Binding	10.00	260.00
2	UPS	75.00	150.00
			Subtotal: 1,278.68
1	Graphic Design/Hour	75.00	75.00
			Subtotal: 75.00

SUBTOTAL	58,185.68
TAX	0.00
TOTAL	<b>\$58,185.68</b>

  
 Accepted By  
**Bobby W. Stovall**  
 Accepted Date **8/8/23**

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

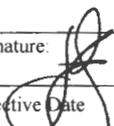
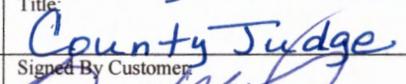
18,289-3

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

Sign & Return

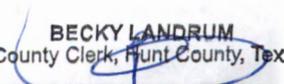
*Metro-Repro, Inc. agrees to perform repair service on the equipment listed by model and serial number for the prepaid fees shown, includes and/or is subject to the following:*

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	\$2625.00 w/ 5K SF per month. Overage billed at \$0.03 SF.
Company: <b>Metro-Repro, Inc.</b>		Customer Name: <b>Hunt County Clerk</b>	
By: <b>John Edwards</b>	By: <i>Bobby W. Stovall</i>		
Title: <b>Service Manager</b>	Title: <i>County Judge</i>		
Signature: 	Signed By Customer: 		
Effective Date: <b>08/01/23 - 07/31/24</b>	Date Signed By Customer: <i>8/8/23</i>		at <u>1:00</u> o'clock <u>P</u>

**FILED FOR RECORD**

**AUG 08 2023**

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

18,289-4

AUCTION ITEMS AUG 2023

- #1 (ONE) 1995 International, VIN 1HTGGADRXT229898, (H/C #08554)
- #2 (ONE) John Deere Backhoe Loader, Model: 410E VIN/SERIAL NUMBER T0410EX884852, (H/C #12299)
- #3 (ONE) 1995 International, VIN 1HTGGADR4TH274187, (H/C #08555)
- #4 (ONE) 2015 Doosan, VIN DHKCEWB9LG5001043, (H/C #13697)
- #5 (ONE) 1990 Wood/Chuck Hy/Roller VIN/SERIAL NUMBER 1W9CE8910HS4D7469 (H/C #11016)
- #6 (ONE) 1998 SEI VIN 1S9PD3324WB638127 (H/C #09772)
- #7 (ONE) 16' Utility Trailer
- #8 (ONE) North Star Pressure Washer VIN/Serial Number: 044552
- #9 (ONE) Wylie 200 Gallon PTO Sprayer
- #10 (ONE) 2016 Ford F250 Truck, VIN 1FT7W2B64GEC45195, (H/C #13680)
- #11 (ONE) 2012 Chevrolet Silverado Truck, VIN 3GCPSE02CG282829 (H/C #13608)
- #12 (ONE) 2011 Chevrolet Silverado Truck, VIN 1FT7W2BT9BEB91004 (H/C #00519)
- #13 (ONE) 2004 Chevrolet 2500 Truck, VIN 1GCHK232X4F188194, (H/C #13442)

FILED FOR RECORD  
at 1:00 o'clock A M

AUG 08 2023

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
By 