

18,951-1a

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

AUG 13 2024

MAINTENANCE AGREEMENT

By 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, 2024.

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
Laizza Harkey 903-408-4225
Name and Telephone No. of Contact
Email lharkey@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.

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2024			
Onan	G	306-2452	L830690696
		Kw- 70	Spec#

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$570.00
Three Quarterly inspection services per our exhibit A \$305.00 each 3 x \$305.00 =	\$915.00
Two hour load bank test if requested please add	\$720.00
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 \$1485.00 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 [Signature] Date 8-13-24
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 25, 2024

Customer

By: _____

Title: _____

Date: _____

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 (24.9%) 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: \$ 305.00
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: according to rates shown above
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.

18,951-16

Diversified Power Systems, Inc.

FILED FOR RECORD

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

at 10:30 o'clock 9 M

AUG 13 2024

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, 2024.

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
Laizza Harkey 903-408-4225
Name and Telephone No. of Contact
Email lharkey@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 2024. 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, \$335.00. Row 2: Three Quarterly inspection services per our exhibit A \$305.00 each 3 x \$305.00 = \$915.00. Row 3: Two hour load bank test if requested please add, \$650.00. 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 \$1250.00. 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 [Signature] Date 8-13-24
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 25, 2024

Customer

By: _____

Title: _____

Date: _____

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 (24.9%) 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: \$ 305.00
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: according to rates shown above
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.

18,951-1c

Diversified Power Systems, Inc.

FILED FOR RECORD

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

at 10:30 o'clock 9 M

AUG 13 2024

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, 2024.

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
Laizza Harkey 903-408-4225
Name and Telephone No. of Contact
Email lharkey@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

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
Renewal 2024			
Generac	G	126001170300 Kw- 250	2068875 Spec#

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

Frequency of Service	
One Annual Pm service per our Exhibit A	\$725.00
Three Quarterly inspection services per our exhibit A \$305.00 each 3 x \$305.00 =	\$915.00
Two hour load bank if requested please add	\$1150.00
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 **\$1640.00**. 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 [Signature] Date 8-13-24
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 25, 2024

Customer

By: _____

Title: _____

Date: _____

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 (24.9%) 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: \$ 305.00
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: according to rates shown above
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.

18,951-1a

Diversified Power Systems, Inc.

FILED FOR RECORD

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

at 12:30 o'clock M

AUG 13 2024

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, 2024

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
Laizza Harkey 903-408-4225
Name and Telephone No. of Contact
Email lharkey@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 2024. 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, \$890.00. Row 2: Three Quarterly inspection services per our exhibit A \$305.00 each 3 x \$305.00 = \$915.00. Row 3: Two hour load bank test if requested please add, \$1450.00. 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 \$1805.00 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 [Signature] Date 8-13-24
Customer does not wish to have automatic renewal. By [Signature] Date

Diversified Power Systems, Inc.

By: Tim Wilson twilson@dpowersys.com

Title: Regional Sales Manager

Date: July 25, 2024

Customer

By: _____

Title: _____

Date: _____

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 (24.9%) 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: \$ 305.00
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: according to rates shown above
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.

18,951-1e


Diversified Power Systems, Inc.

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

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

AUG 13 2024

MAINTENANCE AGREEMENT

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

This Maintenance Agreement (the "Agreement") is entered into between Diversified Power Systems, Inc. ("Diversified") and Hunt County ("Customer") on the 1 day of August, 2024.

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
Laizza Harkey 903-408-4225
Name and Telephone No. of Contact
Email lharkey@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.

DESCRIPTION OF CUSTOMER EQUIPMENT			
Manufacturer	Type*	Model	Serial Number
RENEWAL 2024			
Winco	G	CSAPSS8B-N Kw- 8	13830M97 L P Gas

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

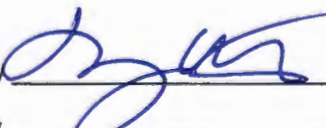
Frequency of Service	
One Annual Pm service per our Exhibit A	\$335.00
Three Quarterly inspection services per our exhibit A	\$305.00 each 3 x \$305.00 = \$915.00
If load bank testing required please call for quote	
All other work will be billed on a time and material basis	

PRICE OF SERVICES

The price of the services to be furnished to Customer during the first year of this Agreement shall be **\$1250.00**. 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 8-13-24
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 25, 2024

Customer

By: _____

Title: _____

Date: _____

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 (24.9%) 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: \$ 305.00
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: according to rates shown above
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.

18,951-2



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

AUG 13 2024

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

Estimate

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

ESTIMATE 2101
DATE 07/29/2024

QTY	DESCRIPTION	RATE	AMOUNT
2024 Tax Statement Estimate - Full Color			
170,000	Laser Printing (Full Color - Duplex)	0.04	6,800.00
61,000	Rendering (Fold/Insert/Meter)	0.05	3,050.00
85,000	8.5 by 11 White Paper with Perf	0.025	2,125.00
61,000	#9 Return Envelope	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	0.545	33,245.00
			Subtotal: 51,076.00
2024 Delinquent Notice Estimate			
24,000	Laser Printing (Duplex Delinquent Statement)	0.04	960.00
12,000	Rendering (Fold/Insert/Meter)	0.05	600.00
12,000	8.5 by 11 White Paper with Perf	0.025	300.00
12,000	#9 Return Envelope	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	0.545	6,540.00
			Subtotal: 9,552.00
2024 Levy Roll Books			
17,358	Laser Printing	0.04	694.32

Please pay by line or mail check to:
920 SW 9th Ave
Amarillo, TX 79101


8,718	8.5x11 White Paper	0.02	174.36
26	FastBack Binding	15.00	390.00
2	UPS	100.00	200.00
			Subtotal: 1,458.68

1	Graphic Design/Hour	75.00	75.00
			Subtotal: 75.00

SUBTOTAL 62,161.68

TAX 0.00

TOTAL **\$62,161.68**

Accepted By 
 Accepted Date August 13, 2024

Full Legal Name: County of Hunt
 Billing Address: 2507 LEE ST, GREENVILLE, TX 75401-4246
 Equipment Location (if not same as above):
 County: _____
 Phone Number: (800) 408-4120
 Purchase Order Registration Number:
 Send Invoice to Attention of:

Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)
KM C381i			1	COPIER
KM C368	1111630		1	COPIER

Number of Lease Payments: 60
 Lease Payment: \$407
 Term of Lease in Months: 60
 Payment Frequency: Monthly
 End of Lease Option: Buyout \$1
 Other: _____
 End of Lease Purchase Option shall be FMV unless another option is indicated.
 Plus: First Partial Payment (PLUS) Other (EQUALS) Total Payment Endowed
 Lease Payment includes / does NOT include maintenance/repairs/transport (check one)
 Sales Tax Exempt Please provide valid certificate.

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or lease differs from the supplier's contract. You agree to pay us a fee of \$75.00 to structure our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-refundable. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$18.00, whichever is greater. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. Term: This Lease is effective on the earlier of the date we sign it or fund the Equipment supplier, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as advised by us. As you will have possession of the Equipment from the date of its delivery, if we accept or sign this Lease you will pay us interest for the period from the date the Equipment is delivered to us until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a monthly rate of 30 days. Your obligations are absolute, unconditional, and not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a 1.00 purchase option and the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file the Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Rent, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Structure" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service Provider ("Provider"). No Provider may alter the terms of this Lease or take any promises or arrangements that alter our rights or your obligations under this Lease. We agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstances, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. Assignment: You agree not to transfer, sell, assign, pledge, or encumber either the equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer this Lease and the new owner will have the same rights and benefits we now have and do not have to perform any of our obligations and the rights of the new owner will not be subject to any liens, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will let us as to who pays for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against the risk of physical damage, and add an insurance fee to the amount due from you, on which we may make a roll. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts accessible to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limitation, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us or c) if you, your owners, or any guarantors are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the least amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-sell the Equipment at terms we determine, at one or more public or private sales, with or without notice to you and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but no more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (our stated value purchase option amount will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost to a third party, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, the Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software License ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquires in the Software and relinquish any subsequent title in the Software. If a notary's consent is required, you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of those rights. You agree that we are authorized, without notice to you, to accept returning information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA") and is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, venue and otherwise, in any state or federal court in PA, and waive trial by jury. You agree to: (i) waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-512; (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent; and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original electronic counterpart and in our possession shall constitute the act original check paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your account in any way, including e-mail or any number or e-mail address at which we believe we can reach you, even if you are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at dlgroup.com/privacy.

LESSEE SIGNATURE: _____
 County Judge Bobby W. Stovall
 Legal Name of Corporation: _____
 County of Hunt

LESSOR: DE LAGE LANDER FINANCIAL SERVICES, INC.
 Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087
 Phone: (800) 776-3278 Fax: (800) 776-2329
 Commitment Date: 9/19/2024
 License Number: 500-50851718
 Accepted By: _____
 FILED FOR RECOR AUG 13 2024

ACCEPTANCE: The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.
 Signature: _____
 Date: 9-11-24

Signature: TAMMY R. HINES
 Title: PURCHASING AGENT
 Date: AUG 13 2024
 By: BECKY LANDRUM
 County Clerk, Hunt County, TX

FISCAL FUNDING ADDENDUM

CUSTOMER	Full Legal Name <u>County of Hunt</u> DBA Name (if any)
	Billing Address: <u>2507 Lee St.</u> Phone Number <u>803-408-4120</u>
	City <u>Greenville</u> County <u>Hunt</u> State <u>TN</u> Zip Code <u>37404</u>
	Agreement Number <u>500-50851718</u> Agreement Title


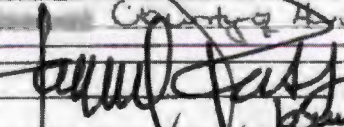
Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	 <small>MAY BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY</small> TAMMY O'HINES PURCHASING AGENT Date <u>9/16/24</u> County of <u>Hunt</u>
	Signature X  Print Name <u>John Puss</u> Title <u>Authorized Signatory</u> Date <u>9/19/24</u> Name of Corporation or Partnership

1748C16-02



ORDER AGREEMENT

Sales Order No: SO24472

Date: 8/7/24

Account No: 100255

Bill To: Hunt County Auditor's Office
 Attn: Hayley
 P O Box 1097
 Greenville, TX 75403

Ship To: HUNT COUNTY COURTHOUSE
 2500 STONEWALL
 GREENVILLE, TX 75401

Sales Person	Ordered By	P.O. Number	Ship Method	Payment Terms	Date Required				
Kerry Wright			UPS	10	8/8/24				
Remarks									
KM C361i \$179 month KM C368e \$137 month Kyo M6630cidn \$91 month 60 month FMV lease of above listed equipment for \$407 month.									
Item No	Description	Serial No	Order	Canceled	UM	Price	Disc	Amount	
ADXJ013	C361i Color Copier/Printer with DF-714		1.00	0.00	EA	\$0.00	0.00%	\$0.00	
AAV5WY2	PC-216 2-way Paper Feed Cabinet		1.00	0.00	EA	\$0.00	0.00%	\$0.00	
AAR4WY1	FS-539 Finisher (50 Sheets) plus manual stapler		1.00	0.00	EA	\$0.00	0.00%	\$0.00	
A87JWY2	Bizhub RU-513 Relay Unit		1.00	0.00	EA	\$0.00	0.00%	\$0.00	
1102TZ2US1	ECOSYS M6630cidn color MFP	RBW3206521	1.00	0.00	EA	\$0.00	0.00%	\$0.00	
1203PK0KLO	KYOCERA PF5100 PAPER FEED		3.00	0.00	EA	\$0.00	0.00%	\$0.00	
ISI855D200713	Premium Printer Stand For M6630cidn/M6235cidn/M6635cidn		1.00	0.00	EA	\$0.00	0.00%	\$0.00	
A7PU017X001	BIZHUB C368 COPIER	A7PU017209541	1.00	0.00	EA	\$0.00	0.00%	\$0.00	
AKBD70	KONICA PC210 2 DRAWER		1.00	0.00	EA	\$0.00	0.00%	\$0.00	
A3EPWY3X002	KONICA FS534 + RU513		1.00	0.00	EA	\$0.00	0.00%	\$0.00	
A7V7WY2	BIZHUB DF-628 RADF		1.00	0.00	EA	\$0.00	0.00%	\$0.00	
THIS ORDER IS NOT FINAL UNTIL APPROVED BY CPI TECHNOLOGIES LLC MANAGEMENT. A COPY OF APPROVED ORDER AGREEMENT WILL BE SENT TO						APPROVED BY:		SUBTOTAL	\$0.00



ORDER AGREEMENT

Sales Order No: SO24472

Date: 8/7/24

Account No: 100255

Bill To: Hunt County Auditor's Office
 Attn: Hayley
 P O Box 1097
 Greenville, TX 75403

Ship To: HUNT COUNTY COURTHOUSE
 2500 STONEWALL
 GREENVILLE, TX 75401

RENTAL			CMP		Installation Freight Charge
Term	Monthly Base Charge	Billing Frequency	Term	CPC Charge	
Start Date	Copies Included	<input type="checkbox"/> Monthly	Start Date		Initial Connectivity Charge
Begin Meter	Overage Charge	<input type="checkbox"/> Quarterly	Begin Meter		Tax
MAINTENANCE AGREEMENT INFORMATION			<input type="checkbox"/> Lease Includes Service <input type="checkbox"/> CPC <input type="checkbox"/> Lease Excludes Service <input type="checkbox"/> Non-CPC		Total
M/A <input type="checkbox"/> FCT <input type="checkbox"/> SC	Type <input type="checkbox"/> FC <input type="checkbox"/> IT	Term	Start Date	Begin Meter	End Meter
Billing Cycle	Minimum Charge	Copies Included	Overage Charge	Terms: Net 10 Days. Overdue accounts will be charged a lat payment fee of 1.50% per month. All bills payable at Corporate Office of: CPI Technologies, LLC PO Box 934 Sulphur Springs, Hopkins County, TX 75483 See General Terms and Conditions In Order Packet	
<input type="checkbox"/> Monthly	\$ _____	_____	_____		
<input type="checkbox"/> Quarterly (Up Front)	\$ _____	_____	_____		
<input type="checkbox"/> Annual (Up Front)	\$ _____	_____	_____		
COMMENTS:				CUSTOMER SIGNATURE	DATE SIGNED

18,951-4



**HUNT COUNTY
SHERIFF**

Terry Jones, Sheriff

2801 Stuart Street
Greenville, TX 75401
903.453.6800

MEMORANDUM

DATE: July 25, 2024
TO: Bobby Stovall, County Judge
FROM: Buddy Oxford, Chief Deputy *[Signature]*
SUBJECT: Federal Forfeiture Budget Adjustment

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

AUG 13 2024

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

Hunt County has received \$26,152.39 and \$30,415.66 from the Federal Asset Sharing Program. It is requested this be allocated to the Law Enforcement Equipment Category of the Hunt County Federal Forfeiture Account Budget.

If approved, could this request be placed on the next Commissioners Court Approval?

- cf: M. Corcoran
- D. McNair
- C. Tate
- B. House

18,951-5

10331

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

FILED FOR RECORD
at 12:30 o'clock P M
AUG 13 2024

CONTINUATION CERTIFICATE (to be filed with the obligee)

By Becky Landrum
County Clerk, Hunt County, Tex.

<u>TX 804511</u>	<u>\$10,000</u>	<u>Tax Collector-Assessor</u>
BOND NO.	AMOUNT	DESCRIPTION
OBLIGEE <u>Verandah MUD of Hunt County Texas</u>		

MERCHANTS BONDING COMPANY (MUTUAL) hereby continues in force Bond for:

PRINCIPAL Randy Wineinger

DBA _____

All liability under this Continuation Certificate is effective 07/28/2024 and terminates midnight 07/28/2025
This continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed in the aggregate the largest single amount named in the Bond, the endorsement attached thereto, or any continuation certificate.
Witness the signature of its President under the corporate seal on March 26, 2024

Attest:

William Warner Jr.
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)

Larry Taylor
President

CERTIFICATION

I hereby certify that the following is a true and correct copy of Section 1(b) and Section 1(d) of Article VI of the Bylaws of Merchants Bonding Company (Mutual) duly adopted and recorded to-wit: Section 1(b) "The President, Secretary, or Treasurer or any Assistant Treasurer or any Assistant Secretary shall have power and authority to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof," and Section 1(d) "The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."
I further certify that the following are duly elected officers of the Company: Larry Taylor, President; and William Warner, Jr., Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand as President and affix the Corporate Seal of the MERCHANTS BONDING COMPANY (MUTUAL)

this 26th day of March 2024
Attest:

William Warner Jr.
Secretary



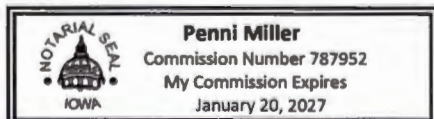
MERCHANTS BONDING COMPANY (MUTUAL)

Larry Taylor
President

On this 26th day of March 2024 before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

Witnessed to and subscribed by me on March 26, 2024

Penni Miller
Notary Public



SUP 0012 (2/17)

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

AUG 13 2024

By BECKY LANDRUM
County Clerk, Hart County, Tex.



V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

David Wayne Monroe

FOR SUCCESSFULLY COMPLETING 2.00 HOURS OF EDUCATIONAL TRAINING DURING THE

Administrative Training: County Budgeting

College Station, TX

Peter J. McGill, Ph.D., Director

V.G. Young Institute of County Government County Judges and Commissioners Association of Texas

Jen Crowover, President

Rick Avery, Ph.D., Director

Texas A&M AgriLife Extension Service

July 15, 2024

18,951-4

226

FILED FOR RECORD
at 12:30 o'clock PM

AUG 13 2024

By Becky Landrum
County Clerk, Harris County, Tex.

TEXAS A&M
AGRILIFE
EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE

— OF COMPLETION —

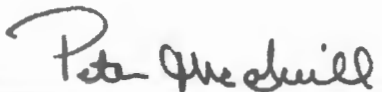
THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

David Wayne Monroe

FOR SUCCESSFULLY COMPLETING 8.00 HOURS OF EDUCATIONAL TRAINING DURING THE

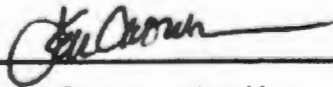
North & East County Judges and Commissioners Annual Conferen

College Station, TX



Peter J. McGill, Ph.D., Director

V.G. Young Institute of County Government County Judges and Commissioners Association of Texas



Jen Crowover, President



Rick Avery, Ph.D., Director

Texas A&M Agrilife Extension Service

July 15-18, 2024

18951-7

122

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

AUG 13 2024

By BECKY LANDRUM
County Clerk, Harris County, Tex.

TEXAS A&M
AGRI LIFE
EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

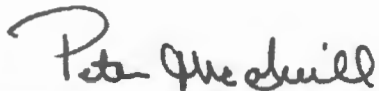
THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

Phillip A. Martin

FOR SUCCESSFULLY COMPLETING 4.00 HOURS OF EDUCATIONAL TRAINING DURING THE

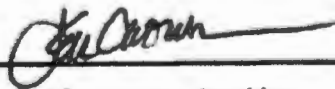
Administrative Training: County Budgeting

College Station, TX



Peter J. McGill, Ph.D., Director

V.G. Young Institute of County Government County Judges and Commissioners Association of Texas



Jen Crowover, President



Rick Avery, Ph.D., Director

Texas A&M AgriLife Extension Service

July 15, 2024

18,951-8

8 22

FILED FOR RECORD
at 12:30 o'clock

AUG 13 2024

BECKY LANDRUM
County Clerk, Harris County, Tex.
By 

TEXAS A&M
AGRI LIFE
EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE

— OF COMPLETION —

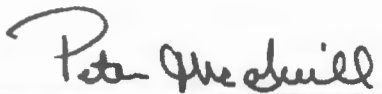
THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

Phillip A. Martin

FOR SUCCESSFULLY COMPLETING 10.00 HOURS OF EDUCATIONAL TRAINING DURING THE

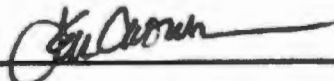
North & East County Judges and Commissioners Annual Conferen

College Station, TX

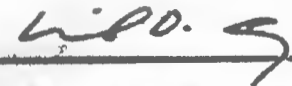


Peter J. McGill, Ph.D., Director

V.G. Young Institute of County Government County Judges and Commissioners Association of Texas



Jen Crownover, President



Rick Avery, Ph.D., Director

Texas A&M AgriLife Extension Service

July 15-18, 2024

18,951-9

cca

18,951-10

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

AUG 13 2024

By BECKY LANDRUM
County Clerk, Tarrant County, Tex.



V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE OF COMPLETION

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

Steven Harrison

FOR SUCCESSFULLY COMPLETING 4.00 HOURS OF EDUCATIONAL TRAINING DURING THE

Administrative Training: County Budgeting

College Station, TX

Peter J. McGill, Ph.D., Director
V.G. Young Institute of County Government County Judges and Commissioners Association of Texas

Jen Crowover, President

Rick Avery, Ph.D., Director
Texas A&M AgriLife Extension Service

July 15, 2024

FILED FOR RECORD
at 12:30 o'clock p

AUG 13 2024

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

TEXAS A&M
AGRI LIFE
EXTENSION

V.G. YOUNG INSTITUTE OF
COUNTY GOVERNMENT

CERTIFICATE

OF COMPLETION

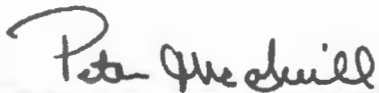
THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

Steven Harrison

FOR SUCCESSFULLY COMPLETING 9.00 HOURS OF EDUCATIONAL TRAINING DURING THE

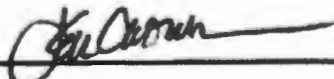
North & East County Judges and Commissioners Annual Conferen

College Station, TX



Peter J. McGill, Ph.D., Director

V.G. Young Institute of County Government County Judges and Commissioners Association of Texas



Jen Crownover, President



Rick Avery, Ph.D., Director

Texas A&M AgriLife Extension Service

July 15-18, 2024

18,951-11

1122