



Truck Sales & Rental, Inc.

7700 Wall Street
Cleveland, Ohio 44125
800.825.1255

www.premiertrucksales.com

Rental Agreement

Contract No.: RC17336
Starting Date: 6/17/2024
Customer ID: CARTERGA
Phone No.: 770-383-7432
P.O. Number:

Bill To: City of Cartersville
Wade Wilson
PO BOX 1390
CARTERSVILLE, GA 30120-1390
United States

Ship To: City of Cartersville
Wade Wilson
500 S TENNESSEE ST
CARTERSVILLE, GA 30120-3955
United States

A COPY OF THIS AGREEMENT MUST BE IN VEHICLE AT ALL TIMES

Eqp. No/ Description	Estimated Rental Period	Quantity	Weekly Rate	4 Week Rate
L6894 2024 MACK TE64R FL 1M2TE2GC8RM011551	Rental Period: 06/17/24 - 08/17/24	1	0.00	9,800.00

Related Charges

No.	Description	Quantity	Unit Price
FRL	Rental Delivery Charge	1	1,700.00

Comments

4 week minimum rental duration

- * \$5000/TRUCK OR \$2500/TRAILER DEPOSIT REQUIRED.
 - * UNLESS OTHERWISE PUBLISHED, PICKUP FREIGHT CHARGES ARE SAME AS DELIVERY CHARGES. SURCHARGES MAY APPLY.
 - * TAXES ARE BASED ON SHIP-TO LOCATION.
 - * CUSTOMER HAS READ BOTH SIDES OF THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.
 - * UPON DELIVERY OR CUSTOMER PICKUP, THE RENTAL IS IN THE CUSTOMERS CARE, CUSTODY & CONTROL.
 - * ALL ACCIDENTS MUST BE REPORTED IMMEDIATELY AND ARE THE CUSTOMER'S RESPONSIBILITY. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE TO THE EQP WHILE IN THE CUSTOMER'S POSSESSION, INCLUDING TIRES.
 - * CUSTOMER IS RESPONSIBLE FOR ALL TOLLS, TRAFFIC VIOLATIONS AND MUST TURN IN ALL SUMMONS UPON CHECK-IN.
 - * EQUIPMENT MUST BE RETURNED CLEAN. MINIMUM CHARGE OF \$500 WILL BE ASSESSED IF EQP IS RETURNED DIRTY.
 - * EXTRA CHARGES APPLY FOR OVER 50 HOURS/5 DAYS PER WEEK.
 - * FOR RENTAL OVER 30 DAYS, USDOT NUMBER AND CUSTOMER NAME MUST BE DISPLAYED ON THE UNIT.
 - * CUSTOMER RESPONSIBLE FOR FUEL. FUEL RECEIPTS/GALLONS OF FUEL USED & MILEAGE MUST BE REPORTED MONTHLY. PREMIER IS RESPONSIBLE FOR IFTA REPORTING.
 - * DO NOT USE ANY HAND HELD DEVICES WHILE DRIVING.
 - * RENTAL IS OPEN ENDED. UNIT MUSTED BE CALLED OFF -RENT TO END THE RENTAL. TO TERMINATE RENTAL CONTACT Rental@PremierTruckSales.com.
 - * CUSTOMER AGREES ALL OUTSTANDING BALANCES ARE DUE UPON THE RETURN OF THE VEHICLE. PAYMENT MUST ACCOMPANY THE VEHICLE RETURN. IF CUSTOMER FAILS TO PAY, CUSTOMER AUTHORIZES PREMIER TO CHARGE BALANCE DUE TO CUSTOMER'S CREDIT CARD.
 - * 25% OF PAID RENTAL RATE MAY BE APPLIED TO PURCHASE UNIT.
 - * THE PRICING ON THIS CONTRACT IS VALID FOR 1 YEAR FROM CONTRACT START DATE.
 - * IF PAINTED TO CUSTOMERS SPECIFICATIONS OR IF CUSTOMER PAINTS, ONLY PREMIER CAN RE-PAINT AT COST TO CUSTOMER BASED ON CURRENT MARKET PRICING.
 - * LONG TERM OR DISCOUNTED RENTAL RATES MAY BE SUBJECT TO EARLY TERMINATION FEES.
- * PLEASE KEEP TRACK OF FUEL USAGE AND MILES PER STATE * FUEL RECEIPTS/GALLONS OF FUEL USED & MILEAGE MUST BE REPORTED MONTHLY ***

CUSTOMER'S SIGNATURE OR AUTHORIZED REPRESENTATIVE ACCEPTS ALL TERMS & CONDITIONS

X _____
SIGNATURE PRINTED NAME TITLE DATE

wade wilson

Premier Truck Sales & Rental, Inc. ("Premier") hereby rents to the "Customer" identified on the front page of this Agreement the "Vehicle" described thereon upon the terms and conditions set forth on the front page and below. This Agreement will not be effective or binding on the parties until it has been signed in Ohio by a representative of Premier.

1. **Drivers:** The Vehicle may only be driven, towed or transported by Customer and persons whose names appear on the front page. All drivers will be under Customer's supervision and control and must be at least 21 years of age, qualified and properly licensed, with no more than 2 minor traffic violations in the last 36 months, and no major traffic violations in the last 48 months. Drivers are prohibited from using handheld devices while operating the Vehicle.
2. **Prohibited Use:** The Vehicle must not be used: (a) for the transportation of persons for compensation; (b) in any race, test, or competitive event; (c) outside the United States without first obtaining Premier's written permission; (d) in violation of any federal, state, or local law; (e) while intoxicated or under the influence of alcohol or a drug of abuse; (f) to push or tow any vehicle except a trailer properly attached to the 5th wheel, or a single axle 2 wheel lightweight trailer if the Vehicle is equipped with a towing hitch installed for or by Premier (and not a bumper clamp on hitch); (g) if further use of the Vehicle would cause damage (e.g.: warning light on, flat tire, steam rising from engine); (h) to carry in the cabin of the Vehicle firearms, or other deadly weapons; (i) to transport explosive materials; (j) to transport a total vehicle and payload weight in excess of the gross vehicle weight as specified on the Vehicle; (k) to drive in or through a structure where there is insufficient clearance, whether of height or width; (l) if cargo is improperly loaded and/or secured; or (m) if lug nuts are not torqued to 450-500lbs. Passengers may not be carried in or on the Vehicle or a trailer attached thereto. The Vehicle may not be used to transport hazardous materials unless Customer is properly licensed. Customer must clean the Vehicle to remove all hazardous materials therein prior to return to Premier.
3. **Term:** The rental of the Vehicle pursuant to this Agreement will commence on the Start Date as reflected on the first page and will continue until (i) the Customer returns the Vehicle to Premier's facility or such other location as is designated by Premier (the "Designated Location"), (ii) such date as Premier notifies Customer the rental is terminated, (iii) if Premier agrees to pick up the Vehicle, such date as Customer notifies Premier in writing (including by email) that the rental is being terminated, which notification must specify the miles and hours of use as of the time of notification and must be contemporaneous with the termination, or (iv) the day before the second annual anniversary of the Start Date. The date on which the rental of the Vehicle is terminated is referred to herein as the "Termination Date."
4. **Return of Vehicle:** The Vehicle is the property of Premier and, unless Premier agrees to deliver and pick up the Vehicle for the charge indicated on the front page, it must on the Termination Date be returned, together with all associated tires, tools, accessories and equipment, to the Designated Location. Failure to return the Vehicle to the place and on the date specified will terminate Customer's right to use the Vehicle. If the Vehicle is not returned to Premier at the place specified, Customer must pay all expenses incurred by Premier to move the Vehicle to that location. If not provided sooner, Customer must report to Premier upon return of the Vehicle the miles and hours of use thereof by State and must provide receipts for all fuel purchased for the Vehicle. Premier may replace any Vehicle being rented hereunder with a comparable vehicle which Customer will continue to rent upon the terms and conditions specified in this Agreement. On the Termination Date, Customer hereby authorizes Premier to enter onto Customer's premises to take possession of the Vehicle.
5. **Amounts Due Premier:** Customer must pay Premier: (a) All time and mileage charges as computed on the front page with mileage determined by reading the Vehicle odometer or hubometer; (b) The cost of repairing or replacing any odometer or hubometer if any seal thereon is broken; (c) A mileage charge equivalent to the overage charge developed from Premier's experience if any odometer or hubometer does not work or if the seal thereon is broken; (d) A refueling charge if the Vehicle is returned with less fuel than when rented (as indicated on the front page, the rent does not include fuel); (e) All sales, use, excise or other taxes charged on the rent paid hereunder; (f) All fines, penalties, forfeitures, courts costs and out of pocket expenses incurred by Premier with respect to Customer's use of the Vehicle including parking, traffic or other violations assessed against Premier, the Vehicle, or Customer, unless due to Premier's fault; (g) Premier's costs and expenses including reasonable attorney's fees (unless prohibited by law), incurred in collecting any payments due hereunder or in repossessing the Vehicle; (h) A late fee at the rate of 12% per annum on any delinquent payments hereunder; (i) For use exceeding 5 days or 50 hours in any week, \$35 per hour for Front Loaders, and \$30 per hour for all other Vehicles; (j) The cost of cleaning the Vehicle upon return if it is dirty in an amount is not less than \$150; and (k) For unauthorized removal of decals, \$250 for rolloff, hooklift, and tractor Vehicles, and \$750 for FEL, AFL, RL, and ASL Vehicles. Premier will invoice Customer every 28 days in advance for its usage during that period, and 25% of the rent paid will be applied to a purchase of the Vehicle on the Termination Date. Invoices must be paid within 30 days except Customer must pay any outstanding rent or other amounts due hereunder upon return of the Vehicle. Customer waives any offset against any rent or other payments due hereunder. Customer must pay the full amount of any rental or other amount due hereunder regardless of any claims which may be asserted by it against Premier. Customer must NOT detach or tamper with any Vehicle odometer or hubometer;
6. **Vehicle Insurance:** Until it is returned to the Designated Location, Customer must maintain property insurance on the Vehicle naming Premier as loss payee and covering loss or damage occasioned by fire, theft, hail, explosion, flood, accident, collision, act of God or any other risk. Customer must also maintain auto liability insurance with a limit of not less than \$1,000,000 and name Premier as an additional insured. Prior to the Start Date, Customer must deliver to Premier a certificate of insurance evidencing compliance with the foregoing. If the Vehicle becomes involved in an accident and must be repaired or replaced, Customer must continue to pay rent for the Vehicle until it is repaired or replaced and returned to Premier available for use. Customer waives on behalf of its insurers any right of subrogation its insurers may have against Premier.
7. **Subordination:** Customer acknowledges that Premier may grant a security interest in the Vehicle to a secured party ("SP") and all of Customer's rights in and to the Vehicle shall be subject and subordinate to all interests and rights of SP therein, whether now existing or arising hereafter, if applicable.
8. **Warranties and Remedies:** PREMIER IS NOT THE MANUFACTURER OF THE VEHICLE. THE VEHICLE IS BEING RENTED AS IS AND PREMIER MAKES NO WARRANTIES WITH RESPECT TO THE VEHICLE EXCEPT THAT IT IS IN RUNNING CONDITION. PREMIER DISCLAIMS THE IMPLIED WARRANTIES OF USE FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY. IF THE VEHICLE BREAKS DOWN DURING THE RENTAL PERIOD FOR REASONS OTHER THAN ABUSE OR NEGLIGENCE BY CUSTOMER, PREMIER WILL, AS CUSTOMER'S SOLE REMEDY, REPAIR THE VEHICLE, REPLACE THE VEHICLE, OR RETURN ALL UNEARNED RENTAL FEES, AT PREMIER'S OPTION. IN NO EVENT WILL PREMIER BE LIABLE TO CUSTOMER FOR SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES.

9. **Indemnity:** Customer releases and holds Premier, its agents and employees, harmless from all claims the Vehicle is defective or for loss or damage to any property of Customer or any other person left in, on or about the Vehicle. Customer must defend, indemnify and hold harmless Premier from and against all losses, liabilities, damages, injuries, claims, demands, costs and expenses, including for bodily injury, death or property damage, arising out of: (a) Customer's or its drivers', agents' or employees' use or possession of the Vehicle including all fines, penalties, and forfeitures imposed under Federal, State, or local statutes, laws, or regulations, without regard to any negligence by Premier or any of its agents or employees; or (b) confiscation of the Vehicle by any governmental authority for illegal or improper use by Customer.

10. **No Agency:** Customer and its drivers are not agents, servants, or employees of Premier for any reason or for any purpose. During the term of this Agreement and for so long as Customer is in possession of the Vehicle, Customer will be responsible for the Vehicle to the public and any regulatory body having jurisdiction.

11. **Maintenance and Repairs:** Customer must perform and pay for all normal, periodic and other basic service, adjustments and lubrication of the Vehicle in accordance with the Preventative Maintenance Guidelines below. If the Vehicle fails to operate properly or needs repair, Customer must immediately notify Premier and cease using the Vehicle. Customer must not make or permit any repairs to the Vehicle without Premier's written consent. Customer must pay for any such repairs and will not permit any lien to be placed upon the Vehicle. Customer must not make any alterations, additions, or improvements to the Vehicle without the prior written consent of Premier. All alterations, additions and improvements made to the Vehicle will belong to and become the property of Premier upon the termination of this Agreement. Premier is not obligated to, but may, inspect the inside and outside of the Vehicle at any time, and Customer will make the Vehicle available for inspection and will provide Premier with access to its premises for purposes of making such inspection. Customer acknowledges that Premier has no control over the operation, use, maintenance and/or repair of the Vehicle. Upon return of the Vehicle, if Premier determines that monthly maintenance was not performed, there will be an additional minimum charge of at least \$500.

General Truck Preventative Maintenance Guidelines: Replace filters, top off fluids or grease components according to the following schedules: Fuel filter(s):250 Hours (Hrs) or 10,000 Miles (M)|Fuel water separator:250 Hrs or 10,000 M|Engine oil & filter(s):500 Hrs or 20,000 M|Air filters:500 Hrs or 20,000 M|Cabin air filter:500 Hrs or 20,000 M|Coolant filter (if applicable):1,000 Hrs or 40,000 M|Power steering fluid & filter:1,000 Hrs or 40,000 M|Hydraulic filter:Every 1,000 hrs|Manual transmission fluid:Every 12 months of service|Drive axle fluid:Every 12 months of service|Automatic transmission fluid & filters:4,000 Hrs|Grease complete unit (If equipped w/auto greaser keep tank filled w/ #2 grease) on a weekly basis (Only steering shafts and drive lines are required to manually grease).

General Trailer Preventative Maintenance Guidelines: Grease all lubrication points Weekly (Reeving cylinder wheel pulleys are required to be greased manually)|If equipped w/auto grease system, keep reservoir filled w/ #2 chassis grease|Check wheel hubs for proper fluid levels & inspect for visible leaks:Weekly|If equipped w/ grease hubs: Remove hubcaps to check grease condition every six months|Check condition of cables and lubricate weekly|Replace cable if: There are six randomly distributed broken wires throughout the rope, or three broken wires in one strand, or if any other damage is present|Lubricate cable monthly and/or immediately afterwards if the cable has been cleaned via soap or pressure washer|If equipped w/ cable winches, check gear boxes for proper fluid levels and inspect for visible leaks monthly.

12. **Accidents:** Customer must immediately report any accident to Premier and deliver to Premier every process, pleading, notice, or paper of any kind received by Customer or any driver of the Vehicle relating to any claim, suit or proceeding connected with any accident or event involving the Vehicle. Customer must cooperate fully with Premier and its insurer in investigating and defending the same.

13. **Credit Charges:** If Customer directs Premier to bill charges hereunder to any other person, such person will be jointly and severally liable for all such charges. CUSTOMER EXPRESSLY AUTHORIZES PREMIER TO PROCESS A CREDIT CARD VOUCHER FOR CHARGES MADE HEREUNDER, IF PREMIER IS NOT PAID WHEN DUE.

14. **Loss & Damage Provisions:** Customer will take reasonable steps to prevent theft of the Vehicle, including removing the keys and locking the Vehicle, or the tractor to which it is attached, when it is not being used. Customer must return the Vehicle in the same condition in which received, except for ordinary wear and tear. Customer must compensate Premier for any loss of, or damage to, the Vehicle limited to the full value thereof at the time it is lost or damaged, less its salvage value, plus an administrative fee and Premier's related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorneys' fees. If the Vehicle is damaged in a manner for which Customer is responsible, the Vehicle may be repaired by Premier at Premier's then prevailing hourly rate for labor posted at the location where the Vehicle is being repaired, or by a Premier independent contractor at the hourly rate for the labor charged for such repairs, as the case may be. Customer must pay Premier's standard price charged for all parts needed to complete such repairs.

15. **Breach:** If Customer breaches this Agreement, Premier may terminate the rental of the Vehicle hereunder as of a Termination Date specified in a notice provided by Premier to Customer, which notice may provide that the breach may be cured prior to the Termination Date. No breach of this Agreement may be waived except in writing and a waiver of a breach does not constitute a waiver of any future breach.

16. **Vehicle Sale:** The Vehicle is held by Premier for sale and Premier may terminate the rental of the Vehicle with not less than seven days' notice if Premier locates a buyer therefor.

17. **Miscellaneous:** This Agreement is governed by the laws of the State of Ohio and the exclusive jurisdiction for claims and disputes under this Agreement will be the State courts located in Cuyahoga County, Ohio. The term "including" where used in this Agreement means "including without limitation." Customer's obligations under this Agreement continue until possession of the Vehicle has been returned to Premier.

18. **Assignment and Succession:** Customer may not assign or sublease its interest in this Agreement without the prior written consent of Premier. This Agreement will be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

19. **Entire Agreement; Modifications:** This Agreement constitutes the entire agreement of the parties hereto and no modification hereof shall be binding unless in writing.

Customer Signature

Premier Signature

Date