

RENTAL AGREEMENT



ENTER PURCHASE ORDER NUMBER HERE: _____

Subject to the terms listed below, Powerscreen of Florida, Inc. P.O. Box 5802, Lakeland, Florida 33807-5802 (Lessor) hereby leases to

Name of Lessee: City of Eustis

Billing Address: 10 North Grove Street, Eustis FL 32726

Attention: Chris Helme

Phone: (352) 792-5642

Fax:

The following equipment:

Description: **Traktor 320**

S/N: PIDTP320AOMK81082

HRS: 3189

Accessories:

Delivery instructions:

Terms and Conditions:

1. Rental period required is **ONE MONTH**. (It may be renewed at the end of the term so long as the rent monies are paid when due.)
2. Rental rate is **\$30,000** + tax per **MONTH**, payable in advance. If any item of equipment is in actual use for more than the month, the rate will be applied on 1/20th daily rate. The monthly maximum hours are defined as up to a maximum of 176 hours per month.
3. Prior to the last day of the rental period, it is responsibility of Lessee to inform Lessor of termination of rental agreement. Otherwise, Lessor has the right to charge extra days past the last day of rental period on a per diem basis.
4. The rental begins on **TBD** and continues on an uninterrupted basis until returned.
5. Transportation cost at **\$2,000** for delivery.
6. N/A Environmental Cleaning Charge per machine. (customer will clean prior to returning)
7. Lessee agrees to carry all risk insurance on the equipment in the amount of **\$748,000** and loss of payments to Powerscreen of Florida, Inc.
8. Insurance Agent _____ Telephone _____
9. **During the term of this lease, Lessee agrees as its own cost and expense to operate and maintain the equipment with factory authorized parts and to make any repairs which may become necessary. Lessee agrees to return the equipment to Lessor in the same condition as received, normal wear expected. Lessor reserves the right to inspect the equipment upon return to established defects. Lessee agrees to pay the cost of remedying any such defects including any tire damage. Lessee agrees to file when due all applicable documents and returns and pay any state and local personal property taxes that become due on this equipment while it is in the possession of the lessee.**
10. The following expressed warranty, if any and exclusive remedy constitutes the sole warranty and remedy with respect to the machinery ordered (check appropriate space):
 No Warranty Standard Manufacture's Warranty Other

THE FOREGOING EXPRESSED WARRANTY IS EXCLUSIVE. ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Powerscreen and Lessee agree that the Lessee's sole and exclusive remedy against Powerscreen shall be as set forth in the foregoing Expressed Warranty. In no event shall the liability of Powerscreen exceed that set forth in the foregoing Expressed warranty. NO OTHER REMEDY (including, but not limited to, incidental or consequential damages, whether as the result of alleged breach of contract, negligence or otherwise, for lost profits, lost sales, injury to persons or property, or otherwise) SHALL BE AVAILABLE TO THE LESSEE.

11. Lessee agrees that he will not remove the equipment from the State into which it is delivered without written permission of the Lessor.
12. Lessee agrees that he will not sublease equipment without written consent of the Lessor.
13. Lessee agrees that he will not subject the equipment to any lien, encumbrance or claim of any kind other than this lease agreement.
14. In the event it is necessary to bring any action or proceeding to enforce this agreement, and Lessor is adjudged to be the prevailing party, Lessor shall be entitled to recover its costs and reasonable attorney's fees (both at trial and on appeal).
15. This agreement is not valid unless signed by an officer of Lessor.
16. THE AGREEMENT SET FORTH HEREIN CONSTITUTES THE ENTIRE CONTRACT. NO VERBAL AGREEMENT OF ANY SORT SHALL QUALIFY THIS CONTRACT.
17. Crusher Rentals: During the term of the lease, Lessee agrees to be responsible at its own cost for replacement of normal wear items in the crusher chamber including jaw stock, impact hammers, swing beam rails, and wear plates. Lessee is also responsible for proper maintenance and adjustment of clutches.

Lessee acknowledgement: _____

Date: 1/11/2024

POWERSCREEN OF FLORIDA, INC. (Lessor)

(Lessee) **CITY OF EUSTIS**

By: _____

By: _____

Salesman obtaining order: Matthew Studiale



POWERSCREEN of Florida[®], Inc.
P.O. Box 5802
Lakeland, FL 33807
863/687-7153
FAX 863/680-1289
Website: www.powerscreenfla.com

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LIABILITY AND INSURANCE: Lessee shall be liable for all expenses, personal injury and property damages and claims arising out of its possession, operation or transportation of the equipment herein described, and shall hold Lessor and its assigns harmless therefrom. The Lessee further agrees to protect the Lessor with full liability insurance coverage, such insurance to cover loss, injury, death or damage occasioned or caused by or in connection with the equipment, and that such insurance shall be in an amount and issued by an insurance company satisfactory to Lessor, and shall further protect Lessor against any public liability of any and every kind. All such insurance shall contain an agreement of the insuring company not to cancel the same until at least ten (10) days' notice to Lessor and its assigns. Lessee shall promptly deliver to Lessor evidence of said insurance.

INSURANCE: Lessee shall keep the equipment insured against all risk of loss or damage by fire and such other risks as are covered by endorsement commonly known as supplemental or extended coverage for not less than the market value of the equipment: and shall carry for bodily injury and property damage insurance covering the equipment in the combined amounts of not less than \$500,000.00 for each occurrence. All such insurance shall insure both Lessor and Lessee. The Lessee may effect such coverages under its blanket policies. All such policies shall be written by companies presently insuring the Lessee or other companies reasonably satisfactory to the Lessor and certificate or certificates showing such coverages to be in effect shall be furnished to Lessor upon request. Each insurer shall agree, by endorsement upon the certificate or certificates issued by it by independent instrument furnished to Lessor that it will give Lessor thirty (30) days' written notice before the policy in question shall be altered or cancelled and that any proceeds shall be paid jointly to the Lessor and Lessee as their interest may appear. The proceeds of such insurance, at the option of Lessor, shall be applied (a) toward the replacement, restoration or repair of the equipment or (b) toward payment of the obligations of Lessee hereunder.

Print Name

Signature

IMPACTOR 320

The Powerscreen® Impactor 320 is a mid-sized horizontal impact crusher with a fully independent hydraulic driven pre-screen. It has been designed to offer operators and contractors both excellent reduction and high consistency of product shape (or performance in quarry and recycling applications while also improving fines removal and reduce cleaner wear costs for the customer. With track mobility the plant is capable of working in the most demanding environments and features a rapid set-up time, fuel efficient direct drive system and excellent throughput capacity.

Features & Benefits

- Suitable for a variety of feed materials including recycling, demolition & quarry applications.
- Under chamber hydraulic system for maintenance and adjustment. (Patent Application Number: DE 2455203; US 03/489) Patent Pending in Germany. Application Number: DE 10 2008 044 1953
- Built on cartridge, grizzly, 42mm nominal spacing.
- Load measurement system to control feeder speed.
- 4 bar roller & twin apron design.
- Circular speed breakdown through user friendly PLC control system.
- Modular conveyor with easy/power facility to set-on direct above system.
- Hydraulic grizzly feeder with under screen.

Options

- Full & half size chemic, matematic, academic & ceramic blow bars
- Grizzly cartridges
- Independent hydraulic pre-screen with hydraulic folding and locking hopper. Patent Application Number: DE 10 2008 044 1953; GB 1119460
- Underpan feeder
- Pre-screen cassettes – punch plate and grizzly
- Punch plate options
- Blanking plates/mats for grizzly
- Wire mesh for feeder under-screen
- Single post/bow pole magnet
- Belt scale
- Recharging pump
- Hydraulic water pump
- Radio remote control
- Dust hood on product conveyor
- Plant lighting
- Hopper extensions
- Side conveyor & extended side conveyor. Patent Application Number: 1118 144,3
- Extended product conveyor

Applications

- Blasted rock
- River rock
- C & D waste
- Foundry waste
- Processed ores
- Processed minerals

TRACKPACTOR 320

Weight (t x 1)	33,200kg (73,193lbs)
Transport width	2,55m (8'5")
Impactor length	14,70m (48'6")
Impactor height	3,46m (11'4")
Working width	5,61m (18'5") with side conveyor deployed
Working length	14,36m (47'1")
Working height	1,91m (6'2")

The photos in this brochure show the Impactor 320 in operation. The actual performance may vary depending on the material and the operating conditions. The actual performance may vary depending on the material and the operating conditions.



Output Potential
Up to 320tph (652 US tph)*

Hopper

Length: 4.04 m (13'3")
Width: 2.1 m (6'11")
Capacity: 3.6m³ (4.7 yd³)

Feed Conveyor

Variable pan and grizzly feeder
Length: 3.07m (10'1")
Width: 1.06m (3'5")

Crusher

Twin apron, 4 bar impact crusher
Feed opening: 1130 x 600mm (44.5" x 23.6")
Min. CSS: 50mm (2") Upper apron
Min. CSS: 20mm (0.75") Lower apron

Product Conveyor

Width: 1000mm (39")
Discharge height: 3.55m (11'6")
(extended conveyor optional) 4m (13'2")
(at 25 degrees)

Power Unit

Tier 3/Stage 3A
CAT C9 ACERT 242 kW (325hp)
Tier 4/Stage 3B
Scania DC91 BR3A 257 kW (350hp)
Fuel tank capacity: 500L (132 US Gal)

Tracks

Width: 400mm (15.7")

Side Conveyor (optional)

Width: 650mm (26")
Discharge height: 2.6m (8'6")
Discharge height: 3.2m (10'6")
(extended conveyor option)

