

18,008-1

1/19/23, 7:58 AM

Hunt County Court House_ 2507 Lee St_

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

FEB 28 2023

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 



Preventive Maintenance Agreement

Prepared By:

Brian Sullins

Account Representative

Prepared For:

Chris Kilmer

Hunt County Court House



Hunt County Court House_2507 Lee St_



Preventive Maintenance

The Agreement is made by and between: Strategic Service Solutions of Rockwall, Texas herein after known as the Contractor and Hunt County Court House of ~~Rockwall~~, Greenville, Texas herein after known as the Customer.

Services will be provided at 2507 Lee St.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms and conditions on the pages attached and listed below.

- **Schedule "A"**: Describes the level of service being provided by the Agreement.
- **Schedule "B"**: Describes the limit of liability and the terms and conditions.
- **Schedule "C"**: Describes the equipment covered by the Agreement.
- **Schedule "D"**: Describes the filter types, sizes and frequency of changes.

The service agreement price is \$6,135.89 per year, payable in equal quarterly installments of \$1,533.97 .

The first payment is due on the day coverage begins, 2023-02-01. Coverage shall continue for 1 year(s).

The schedules attached to the service Agreement constitute the entire Agreement between the Contractor and the Customer. The service Agreement remains the property of Contractor and is provided for the Customer's use only. This service Agreement is subject to management approval by Contractor. No waiver, change or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

This annual agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days before the anniversary date.

BY: _____

Brian Sullins

Owner

DATE: _____

BY: Chris Kilmer

Chris Kilmer

Facilities Manager

DATE: 2/17/2023

BY: Bobby W. Stovall
County Judge - Bobby W. Stovall

DATE: February 28, 2023

SCHEDULE A

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time, use and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor invoices for all labor, travel and expenses to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

Emergency Service

The Contractor is on call and can provide all labor, travel and expenses, parts and materials seven days a week twenty-four hours a day. Emergency Service is invoiced separately from this Agreement.

SCHEDULE B

TERMS & CONDITIONS

1. This Repair Proposal or Preventive Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Strategic Service Solutions, LLC. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration, or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Strategic Service Solutions, LLC.
2. This Repair Proposal or Preventive Maintenance Agreement is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Preventive Maintenance Agreement or Repair Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are always subject to prior approval of Strategic Service Solutions, LLC's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, Strategic Service Solutions, LLC may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. Strategic Service Solutions, LLC reserves the right to add to any account outstanding more than 30 days interest at 1% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Strategic Service Solutions, LLC including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. If Strategic Service Solutions, LLC determines, during the first thirty (30) days of any Preventive Maintenance Agreement or upon seasonal start up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, Strategic Service Solutions, LLC shall inform Customer of the equipment condition and remedy. Strategic Service Solutions, LLC shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Preventive Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor, and material costs. If such adjustment is not expressly set forth in the Preventive Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Preventive Maintenance Agreement or set forth in the notice of adjustment.
6. A Preventive Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Strategic Service Solutions, LLC upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Strategic Service Solutions, LLC's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Preventive Maintenance Agreement is terminated for any reason, other than a material breach by Strategic Service Solutions, LLC, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Preventive Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay Strategic Service Solutions, LLC, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which

Strategic Service Solutions, LLC is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Strategic Service Solutions, LLC may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.

8. All costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation, or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, Strategic Service Solutions, LLC shall not be required to bear any expense in connection with the modification, removal, replacement, or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.

9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Strategic Service Solutions, LLC any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.

10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for all such hazardous materials or substances, shall always remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Strategic Service Solutions, LLC and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Strategic Service Solutions, LLC shall have the right to suspend its work at no penalty to Strategic Service Solutions, LLC until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Strategic Service Solutions, LLC reserves the right to engage others in a subcontractor status to perform the work hereunder.

11. Customer agrees to provide Strategic Service Solutions, LLC personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. Strategic Service Solutions, LLC shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Strategic Service Solutions, LLC.

12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of Strategic Service Solutions, LLC.

13. In the event that Strategic Service Solutions, LLC is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Strategic Service Solutions, LLC's control, Customer shall pay Strategic Service Solutions, LLC for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Strategic Service Solutions, LLC rates for performing such services.

14. Strategic Service Solutions, LLC shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal

become temporarily or permanently unavailable for reasons beyond the control of Strategic Service Solutions, LLC shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

15. Strategic Service Solutions, LLC shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect, or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of Strategic Service Solutions, LLC. In no event will Strategic Service Solutions, LLC's liability for direct or compensatory damages exceed the payment received by Strategic Service Solutions, LLC from customer under the instant agreement.

16. Strategic Service Solutions, LLC extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. Strategic Service Solutions, LLC expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by Strategic Service Solutions, LLC. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.

17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.

18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This

Agreement is governed by and construed in accordance with the laws of the State of Texas.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
1	Ductless Split(Outdoor)	12	Daikin	RXYQ144PTJU	Faded - South	Roof
1	Ductless Split(Outdoor)	12	Daikin	RXYQ144PTJU	Faded - North	Roof
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	A000348	1st Floor South
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	Tag not visible	1st Floor South
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	Tag not visible	1st Floor North
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	Tag not visible	1st Floor North
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	A000369	2nd Floor South
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	Tag not visible	2nd Floor South
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	A000367	2nd Floor North
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	Tag Not visible	2nd Floor North
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	A000371	3rd Floor South
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	Tag not visible	3rd Floor South
1	Ductless Split(Indoor)	1.5	Daikin	FXAQ18MVJU	A002719	3rd Floor North
1	Ductless Split(Indoor)	1.5	Daikin	FXAQ18MVJU	A002724	3rd Floor North
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	A000350	4th Floor South
1	Ductless Split(Indoor)	1.5	Daikin	FXLQ18MVJU	Tag not visible	4th Floor South
1	Ductless Split(Indoor)	1.5	Daikin	FXAQ18MVJU	A002718	4th Floor North
1	Ductless Split(Indoor)	1.5	Daikin	FXAQ18MVJU	Tag not visible	4th Floor North

VARIABLE REFRIGERANT VOLUME SYSTEM INSPECTION SCOPE

Annual (1per Year)

- Check in with facility manager on arrival to discuss any operating issues or deficiencies
- Document alarm history
- Inspect outdoor unit control section wiring/components for signs of overheating and discoloration
- Check outdoor unit control section electrical connections for tightness
- Clean outdoor unit control section and secure loose wiring
- Inspect outdoor fan – motor, blades, and bearings
- Inspect compressor terminal box connections
- Inspect outdoor unit refrigerant circuit for signs of oil/refrigerant leaks
- Check compressors and outdoor fan motors – amperage and voltage
- Check for abnormal compressor and outdoor fan noise/vibration
- Check operation of crankcase heaters
- *Clean outdoor coil*
- Inspect indoor unit control section wiring/components for signs of overheating and discoloration
- Check indoor unit control section electrical connections for tightness
- Clean indoor unit control section and secure loose wiring
- Check indoor unit fan wheel for dust/dirt accumulation
- Check indoor unit for abnormal noise/vibration
- *Clean indoor unit filters*
- *Clean indoor unit condensate pump*
- Wipe down indoor unit case
- Log system with Daikin Service Checker software
- Check refrigerant target pressures and temperatures via software
- Check outdoor unit sensors via software (discharge temp, outdoor air temp, gas temp, liquid temp)
- Check indoor unit sensors via software (liquid temp, gas temp, superheat/subcooling, EEV%)
- Discuss deficiencies and recommendations with facility manager

Run Inspection (3per Year)

- Check in with facility manager on arrival to discuss any operating issues or deficiencies
- Document alarm history
- Inspect outdoor unit control section wiring/components for signs of overheating and discoloration
- Inspect outdoor unit refrigerant circuit for signs of oil/refrigerant leaks
- Check compressors and outdoor fan motors – amperage and voltage
- Check for abnormal compressor and outdoor fan noise/vibration
- Check operation of crankcase heaters
- Check indoor unit for abnormal noise/vibration
- *Clean indoor unit filters*
- Wipe down indoor unit case
- Log system from outdoor unit with Daikin Service Checker software
- Check refrigerant target pressures and temperatures via software
- Check outdoor unit sensors via software (discharge temp, outdoor air temp, gas temp, liquid temp)
- Check indoor unit sensors via software (liquid temp, gas temp, superheat/subcooling, EEV%)
- Discuss deficiencies and recommendations with facility manager

18,008-2

VENDING MACHINE AGREEMENT

This VENDING MACHINE AGREEMENT ("AGREEMENT") is entered into with an effective date of 2-20-23 ("EFFECTIVE DATE") by and between Hunt County [enter company's name], a TX [enter state] [enter business entity type] with its principal place of business at 2507 Lee Street #104 Greenville, Tx [enter address] ("COMPANY") and Lone Star Vending Machines [enter vendor's name], a Tx [enter state] L.L.C [enter business entity type] with its principal place of business at 4711 Meadow Trail Dallas, Tx 75236 [enter address] ("VENDOR").

RECITALS

Whereas, Vendor is engaged in the business of purchasing, installing and servicing vending machines ("VENDING MACHINE") containing snacks and drinks [describe products] and other drinks and/or snacks ("VENDING PRODUCTS");

Whereas, pursuant to the terms and conditions of this AGREEMENT, COMPANY desires to appoint VENDOR as an independent contractor to install and service such VENDING MACHINE at its location DMV, Jail, Tax office, Court House [enter address] ("LOCATION"); and precinct Barn

Whereas, VENDOR desires to provide such VENDING MACHINE to COMPANY.

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

AGREEMENT

1. Term. This AGREEMENT shall be effective as of the EFFECTIVE DATE and shall have an initial term of 3 months [enter number of months or years]. Upon the expiration of such term (or any renewal term), this AGREEMENT shall automatically renew for an additional 12 months [enter number of months or years] period unless either party notifies the other party at least 45 days prior to the applicable renewal date of its intention not to renew the AGREEMENT (the initial term and any renewal term shall be collectively referred to as the "TERM").

2. Appointment of VENDOR.

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

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

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

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

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

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

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

4. Prices, Payments and Payment Terms.

4.1. VENDOR Fees. Vender hereby agrees to pay to COMPANY the following amount (“COMPANY PAYMENT”):

\$ _____ per month

OR

10 % of revenue on beverage items and 10 % of revenue on snack items, as a percentage of the actual cash (“cash in bag” or “CIB”) collected by VENDOR from the VENDING MACHINE placed at LOCATION, less any applicable fees, deposits and taxes (COMPANY shall have the right to periodically request a sales report from VENDOR to verify revenue)

4.2. Payment Terms. Payments shall be paid by VENDOR to COMPANY on or before the 15th of each month [enter due date for payment]. Payments shall be made in U.S. Dollars and shall be made to Hunt County Auditors P.O. Box 1097 [enter address].
Greenville, Tx 75403

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

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

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

7. Independent Contractor Relationship.

7.1. No Employer-Employee Relationship. It is expressly understood and agreed that during the TERM of this AGREEMENT. VENDOR’s relationship to COMPANY will be that of an independent contractor and

that neither this AGREEMENT nor the services to be rendered hereunder shall for any purpose whatsoever or in any way or manner create any employer-employee relationship.

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

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

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

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

9. Assignment. VENDOR [] may / [] may not assign, transfer or otherwise dispose of this AGREEMENT in whole or in part to any individual, corporation or other entity without the prior written consent of COMPANY, provided that VENDOR shall continue to remain obligated to COMPANY for the assignee's performance or breach of VENDOR's duties and obligations hereunder.

10. Termination. Notwithstanding anything herein to the contrary, either party may terminate this AGREEMENT at any time with or without cause upon 45 days' prior written notice.

Upon termination of this Agreement by either party, COMPANY shall permit VENDOR reasonable access to the LOCATION, free from any claims of trespass, for purposes of removing the VENDING MACHINE and any other VENDOR property at the LOCATION within seven (7) days from termination of this Agreement. Until such time as all such VENDING MACHINE and property is removed, COMPANY's obligations with respect to care of the VENDING MACHINE shall continue as set forth herein, and COMPANY shall be responsible to VENDOR for all costs and expenses associated with damaged VENDING MACHINE or missing pieces/equipment, excepting reasonable wear and tear. VENDOR shall use its best efforts to leave each equipment site in the condition in which it existed prior to placement of the VENDING MACHINE, excepting reasonable wear and tear and any damage which may have occurred which was beyond VENDOR's reasonable control and/or anticipation.

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

12. Miscellaneous.

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

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

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

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

12.5. Disputes. Any controversy, claim or dispute arising out of or relating to this AGREEMENT, shall be settled by binding arbitration in Greenville, Tx [enter city and state]. Such arbitration shall be conducted in accordance with the ~~then-prevailing~~ commercial arbitration rules of the American Arbitration Association, with the following exceptions if in conflict: (a) one arbitrator will be chosen by the American Arbitration Association; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the arbitrator's rules and regulations) of the proceeding has been given to such party. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the

issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this AGREEMENT. IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETC.

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

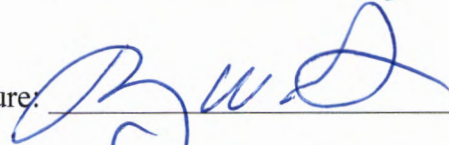
_____ 12.7. Entire Agreement. This AGREEMENT embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this AGREEMENT and supersedes all prior or contemporaneous agreements and understanding other than this AGREEMENT relating to the subject matter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

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

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

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

COMPANY Hunt County

Signature: 

Name: Bobby W. Stovell

Position: County Judge

Date Signed: 2-28-2023

VENDOR Lone Star Vending

Signature: Daniel Alvarez

Name: Daniel Alvarez

Position: CEO

Date Signed: 2-13-23

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

FEB 28 2023

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