

Eastlease, LLC

500 DAKIN STREET
JEFFERSON, LOUISIANA 70121
PHONE (504) 219-2170 FAX (504) 219-2180

EQUIPMENT AGREEMENT

AGREEMENT, made this 6 Day of October, 23 between EASTLEASE, LLC ("Eastlease" or "Eastlease or its authorized agent") and POLK COUNTY SHERIFF'S OFFICE, check one: a proprietorship, a partnership, a corporation), which has its principal office located at 1733 N WASHINGTON AVE, LIVINGSTON, TEXAS 77351 ("Customer").

EASTLEASE LEASE PROGRAM: The Lease shall be for an initial term of 6 year(s) commencing upon the date of delivery of the equipment. At the end of the initial six-year term, the customer shall have the following options:

- (1) Lessee may continue to lease the equipment under the same terms and conditions on a month-to-month basis for up to 36 additional months. Eastlease reserves the right to cancel the lease at any time during the contract extension provided it gives the lessee at least a 60-day notice of its intent to cancel the lease extension. Under no circumstances shall the agreement be extended beyond thirty-six additional months.
- (2) Lessee may elect to replace the equipment with comparable new equipment at Eastlease's then current prices for a new six-year term.

Eastlease, by its acceptance hereof, hereby agrees to lease the following-described equipment (the "Equipment"), in accordance with the following terms and conditions:

I. EQUIPMENT: Eastlease will provide the following equipment:

	MAKE	MODEL	SERIAL NO.
Washer/Extractor	<u>UNIMAC</u>	<u>UWN65</u>	<u>2308000350</u>
Washer/Extractor	<u></u>	<u></u>	<u></u>
Dryer	<u>UNIMAC</u>	<u>UTO75</u>	<u>2309041695</u>
Dryer	<u>UNIMAC</u>	<u>UTO75</u>	<u>2309041696</u>

Eastlease through its designated agent will provide all necessary parts and service to maintain the Equipment in satisfactory working condition.

II. PAYMENTS: Customer agrees to pay Eastlease through its designated agent.

- A. A security deposit of \$ 680.00, payable upon execution of this Agreement.
- B. A delivery fee of \$ and an initial installation charge of \$, both payable upon execution of this Agreement.
- C. A lease payment of \$ plus applicable sales/use tax and payable in advance of each month. The first period's lease payment is due upon execution of this Agreement. Thereafter the lease payment is payable in advance at the beginning of each month.
- D. All applicable sales and personal property taxes levied upon the Equipment. Eastlease shall be reimbursed for any such amounts paid by it on behalf of customer.

III. EQUIPMENT LOCATION: The Equipment will be located at the following address SAME AS ABOVE. If the Equipment is located at other than property owned by Customer, the name and address of the property owner or agent is

IV. FILINGS: UCC-1 must be executed and properly recorded prior to delivery.

V. OTHER: This contract is for one Unimac washer at \$360.00 a month for six years.

And two Unimac dryers for \$320.00 a month for six years.

THE TERMS ON THIS PAGE AND ON THE REVERSE SIDE HEREOF CONTAIN THE ENTIRE AGREEMENT OF THE PARTIES. SUCH TERMS MAY BE MODIFIED ONLY BY A WRITING SIGNED BY BOTH PARTIES.

FOR OFFICE USE ONLY

Agreement binding upon Eastlease only upon acceptance and countersignature by appropriate official at the Company's office.

EASTLEASE, LLC Entity:

(Authorized Official)

(Date)

CUSTOMER

POLK COUNTY SHERIFF'S OFFICE

BY *Byron A Lyons*
(Signature)

Byron A Lyons
(Print Name Signed Above)

Sheriff 10/24/23
(Title) (Date)

Telephone Number
Of Customer: 936-327-6810

TERMS AND CONDITIONS

1. Equipment Maintenance: Lessor will provide (a) delivery of the Equipment (as defined in this Agreement) to the installation site, (b) installation of Equipment, and (c) parts and service as necessary to maintain the Equipment under ordinary operating conditions. Customer, at its own expense, shall provide all plumbing and electrical connections, all governmental permits, and all sheet metal materials necessary for the installation and operation of the Equipment. Utilities, including sufficient water temperature and pressure and electricity, necessary to operate the Equipment properly shall be the Customer's responsibility. Lessor will not be responsible for problems resulting from lack of hot or soft water, equipment abuse, or the failure by Customer to perform minimum cleaning requirements on the Equipment as outlined by Lessor. Customer is responsible for the cost of all service calls and replacement parts that result from abnormal use or misuse of the Equipment, as well as any service calls initiated by Customer that do not relate to proper operation of the Equipment.

2. Title: Title to and ownership of the Equipment shall at all times remain solely and exclusively in Lessor. Customer acquires no ownership, title, or other property rights to or in the Equipment, other than the right to use the Equipment as provided in this Agreement. The Equipment shall at all times remain personal property. Customer shall keep the Equipment free from any and all liens, claims and security interests. Customer shall not do or permit any act or thing whereby Lessor's title or rights may be encumbered or impaired. The parties intend and agree that, if this Agreement is recharacterized as a secured financing or a lease intended for security, this Agreement shall be deemed a security agreement and this Agreement shall be deemed to grant Lessor by Customer a lien on and first priority security interest in the equipment and all proceeds thereof, to secure the payment of Customer's obligations under this Agreement. Customer hereby appoints Lessor as Customer's attorney-in-fact to sign and file on behalf of Customer a standard form of financing statement (e.g., UCC-1). Customer agrees not to file any corrective or termination statements or partial releases with respect to any UCCs or other similar filings or recordings filed by Lessor in connection with the Equipment except (i) if Lessor fails to file a corrective or termination statement or release on request from Customer after the expiration or earlier termination of this Agreement or (ii) with Lessor's consent. Customer acknowledges that Lessor's filing of the same will constitute only notice of this Agreement and shall not be construed as giving Customer any rights to the Equipment except as a lessee as contained herein. Customer shall not permit the removal or defacement of any identifying labels and serial numbers affixed to the Equipment. Customer shall not disconnect or remove the Equipment or any of its components from the location at which it was installed without prior written approval from Lessor. Lessor and its authorized representatives shall at all times have a right of access to the Equipment for the purpose of providing services required herein and for the purpose of protecting its rights hereunder.

3. Required Products: Customer agrees during the term of this lease to purchase at applicable prices in effect at time of product delivery sufficient quantities of laundry chemical products and companion chemical products as recommended by Eastlease from its designated agent to insure minimum cleaning requirements and proper performance of the Equipment. Payment for all chemical products, including any adjustment for minimum product purchases, shall be due and payable upon receipt of invoices from Eastlease's agent. Customer agrees to return all empty chemical containers to the agent or pay for the same at then current prices.

4. Acceptance: Customer shall inspect the Equipment thoroughly upon delivery. Absent prompt written notice to Lessor to the contrary, the Equipment will be deemed accepted by Customer in good condition. Customer shall bear all risk of loss, damage, destruction, theft, and condemnation to or of the Equipment from any cause whatsoever ("Loss") until the equipment has been returned to Lessor. Customer shall notify Lessor in writing within 3 days of any such Loss.

5. Warranty: Except as to title, [LESSOR] MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT OR OF ITS MATERIAL OR WORKMANSHIP, AS TO INTERFERENCE, OR ANY WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE IT BEING AGREED THAT THE EQUIPMENT IS LEASED "AS IS" and that all such risks, as between Lessor and Customer are to be borne by Customer at Customer's sole risk and expense. Customer agrees not to assert any claim whatsoever against Lessor based on any such representation or warranty.

6. Care: Customer shall follow all instructions for use of the Equipment specified by Lessor; perform minimum cleaning requirements on the Equipment; not change, alter, or repair the Equipment without the express consent of Lessor; not use any chemicals in operation of the Equipment except those purchased from Lessor; and, promptly report to Lessor any problems with the Equipment. Customer shall maintain adequate plumbing and drainage for the Equipment. Lessor shall not be responsible for unsatisfactory performance of the Equipment caused by insufficient water temperature or pressure, irregular water conditions, improper use of the Equipment, failure to follow operating instructions, abuse to the Equipment and other similar causes unrelated to the Equipment itself. In the event that repair of or service to the Equipment is necessitated by abuse to the Equipment or failure to follow operating instructions or other causes not resulting from normal operation of the Equipment, Customer agrees to pay for all parts, labor, and service at then current applicable prices. Upon termination of this Agreement for any reason, the Equipment shall be returned to Lessor in good condition, ordinary wear and tear excepted.

7. Insurance and Liability: Customer agrees at its own cost and expense to maintain at all times with financially sound and reputable insurers public liability, property damage, fire with extended coverage, theft, and comprehensive insurance in an amount satisfactory to Lessor, protecting Lessor's interest in full. Certificates of such insurance evidencing the insurance coverage specified in this Agreement shall be delivered to Lessor upon request and shall

specify that the policies may not be cancelled or materially changed without 30 days prior written notice. The certificate of insurance shall name Lessor as an additional insured. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Lessor's insurers and Lessor. Customer will be solely liable for, and shall fully indemnify and hold Lessor harmless from and against, all liabilities, claims and expenses arising out of Customer's breach of any of the terms and conditions hereof or arising out of the operation or use of the Equipment, including, but not limited to, Worker's Compensation claims, or incurred by reason of the removal and/or disposition of any existing equipment necessary to accommodate the installation of the Equipment, as well as for compliance with any and all federal, state and local laws or ordinances pertaining to use, connection or location of the Equipment. Lessor shall not be held liable for any money damages by reason of failure of the Equipment to operate or the faulty operation of the Equipment. At all times during the term of this Agreement, Lessor will maintain general liability insurance coverage, with the Customer identified therein as a named insured, in the amount of \$1,000,000 per occurrence, and \$3,000,000 annual aggregate. Lessor will provide evidence of insurance coverage to the Customer upon commencement of this Agreement and annually thereafter and shall notify the Customer immediately if any material change in or cancellation of coverage occurs for any reason. IN NO EVENT SHALL [LESSOR] BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT [LESSOR] WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL LESSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED [[NUMBER] TIMES] THE TOTAL OF THE AMOUNTS PAID TO LESSOR HEREUNDER [OR \$[NUMBER], WHICHEVER IS LESS].

8. Fees; Security Deposit: Lessor reserves the right to adjust all prices during the term of this Agreement upon notice to Customer. In such event, Customer may terminate this Agreement by providing, within thirty (30) days after the effective date of the price adjustment, written notice to Lessor to be effective sixty (60) days after the date of notice to Lessor. Throughout said notice period, Customer shall pay Lessor for products and services at the new rate. Customer shall return all empty chemical containers deemed to be returnable to Lessor or pay for the same at then current prices. The Security Deposit shall be held by Lessor for security for Customer's performance under this Agreement. Should Customer fail to meet its obligations under this Agreement prior to Equipment installation or thereafter, Lessor may retain the Security Deposit and seek any other remedies provided by law. Following cancellation of this Agreement at any time by Lessor without cause, or by Customer after the expiration date of the Initial Term, Lessor will refund the Security Deposit to Customer without interest and subject to Lessor's right to set off for any sums that may be due Lessor under this Agreement. Customer agrees to pay as additional charges all applicable taxes that may be assessed on the Equipment while in Customer's possession.

8A. Termination: Any outstanding obligations of Customer shall survive expiration or any termination of this Agreement, regardless of the cause therefore.

8B. Termination by Lessor: In the event of termination due to any default by Customer, Customer shall be responsible for all costs associated with disconnection and removal of the Equipment and shall pay all costs incurred by Lessor, including reasonable attorney's fees, to enforce any portion of this Agreement or to regain possession of the Equipment. Lessor shall have the right to terminate this Agreement and to regain immediate possession of the Equipment (a) upon expiration of the initial Term or any renewal term, or (b) upon non-payment of any amounts due and owing Lessor, or (c) in the event of a default by Customer in performance of any of Customer's obligations contained herein (other than non-payment of monies due and owing Lessor), provided Customer has received written notice of the default and has failed to cure said default within thirty (30) days following receipt of said notice or (d) if Customer is a voluntary or involuntary party to any proceeding under the Federal bankruptcy laws or any state insolvency laws, or (e) if Customer makes an assignment for the benefit of its creditors, or (f) if Customer permits or allows the Equipment to be operated contrary to the provisions of this Agreement, (g) upon the termination, cessation or liquidation of Customer's business for any reason whatsoever, or (h) Lessor on commercially reasonable grounds, deems itself to be insecure with respect to Customer's obligations hereunder. Upon expiration or any termination hereof and regardless of the reason therefore, including without limitation the failure of Customer to pay amounts owed Lessor as and when due, Lessor shall have the right to enter upon the premises for the purpose of removing the Equipment there from without liability or trespass.

9. Termination by Customer: Customer shall have the right to terminate this Agreement only for default by Lessor and then only in the event that Lessor is given written notice of said default and not less than ten days to cure said default to the reasonable satisfaction of Customer.

10. Force Majeure: No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Lessor hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials. The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 days following written notice given by it under this Section, either Party may thereafter terminate this Agreement upon 30 days' written notice.

11. Assignment: Neither party may assign any of its rights or obligations under this Agreement without the written

approval of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations hereunder.

12. Authority: Customer represents that it has full right and authority to enter into this Agreement.

13. Entire Agreement: This Agreement including any Riders, Schedules and Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing and signed by the parties. The failure of either party to require performance by the other of any promise contained herein shall not constitute a waiver of that promise, or any other promises contained herein. This Agreement will be binding upon the parties hereto and their respective heirs, successors, and assigns.

14. Notices: All notices, requests, consents, claims, demands, waivers, summons, and other legal process, and other similar types of communications hereunder must be in writing and addressed to the relevant party at the address set forth on the signature page of this Agreement (or to such other address that may be designated by the receiving Party from time to time). All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid) or email. A notice is effective only (i) upon receipt by the receiving party and (ii) if the party giving the notice has complied with the requirements of this Section.

15. Severability: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Cumulative Remedies: All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

17. No Third-Party Beneficiaries: This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

18. Choice of Law: This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the State of Louisiana, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding arising out of or relating to this Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Louisiana, in each case located in the Parish of Jefferson, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail in accordance with Notice Provisions will be effective service of process for any suit, action, or other proceeding brought in any such court.

19. Waiver of Jury Trial: EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

20. Counterparts: This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary herein, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

21. Headings: Headings in this Agreement are for convenience of reference only, and are not to be used in any interpretation of the agreement between the parties.

22. Compliance with Law: Customer shall (a) comply with all applicable laws, regulations, and ordinances and (b) maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.