



P.O. Box 90578, Phoenix, AZ 85066  
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www.compactorrentalsofamerica.com

### BILLING and SITE INFORMATION

**Customer:**

**Address:**

**City:**

**State:**

**Zip:**

**Contact Person/Title:**

**Phone:**

**Customer Equipment Location (if other than Billing Address):**

**Name:** The Hayworth

**Address:** 1414 Wood Hollow Dr

**City:** Houston

**State:** TX

**Zip:** 77057

**Contact Person/Title:** Kimberly LeBlanc

**Phone:** 713-479-8905

**-Ext.**

**County Where Equipment is Located:**

### COMPACTION EQUIPMENT

**Equipment Type:** One (1) Apartment Mini Mac Compactor and) two qty (2) yard carts

**Compactor Model:**

**Container Size:**

**Serial No:**

**Additional Equipment Description:** Damaged Castors are the responsibility of others not part of the maintenance agreement.

**Installation/Contract Start Date:** Upon Installation

**Purchase Order No.:**

### CONTRACT DETAILS

**1. Contract Term.** The initial Contract Term of this Agreement is Five years (60) full months commencing on the date of installation of the above equipment, and shall be renewed for successive Contract Terms without further action; provided however, this Agreement may be terminated at the end of any Contract Term by either of the parties by giving notice to terminate by certified mail received by the other not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of then pending Contract Term.

**2. Payments.** Customer agrees to pay a Monthly Equipment Rental and Service Fee of \$ 450.00 plus tax, per month, directly to: Compactor Rentals of America, LLC ("Company"). Customer shall make payments to Company within thirty (30) days of the receipt of an invoice. Company may impose and Customer agrees to pay a late fee for each late payment in the amount of five percent (5%) of the Monthly Fee.

(TERMS CONTINUED ON BACK) .....

IN WITNESS WHEREOF, the parties have executed this Agreement.

**(Customer)**

The Hayworth

*Kimberly LeBlanc*  
Signature By: NAME

Director

TITLE

DATE:

07/18/2017

**Compactor Rentals of America, LLC (Company)**

Signature By: NAME

TITLE

DATE:

**3. Agreement.** This document shall constitute a legally binding contract by and between Company and Customer and their respective heirs, successors, and assigns in accordance with the terms and conditions set forth herein. **This Agreement contains the entire agreement of the parties relating to the Equipment and may not be changed, modified, terminated, or discharged, except in writing signed by both parties. This Agreement shall control conflicting terms in any other document including but not limited to Customer issued purchase orders or checks.**

**4. Equipment.** "Equipment" means all of the equipment described herein, and all replacements and accessions. Upon installation, Customer shall be responsible for all care, custody, and control of the Equipment during the Contract Term of this Agreement, subject to the terms and conditions in this Agreement. Customer acquires no ownership, title or property rights or interest in the Equipment, except the right to use the same in accordance with and subject to the terms and conditions in this Agreement, and in compliance with any policies that Company may reasonably establish from time to time.

**5. Maintenance.** Company shall maintain the Equipment at its expense in good operating condition and make all repairs and replacements necessary for its operation upon reasonable request by Customer or on Company's own schedule; provided however, Customer shall pay on demand the costs of all repairs, replacement parts and labor attributable to abuse or negligent operation or care of the Equipment by Customer, its agents or employees.

**6. Insurance and Taxes** At its own expense, Customer shall maintain insurance against loss, theft or damage to the Equipment during the Contract Term, and thereafter so long as the Equipment is on Customer's premises or under Customer's control, and shall also maintain insurance with respect to liability for bodily injury, including death and property damage resulting from the ownership, maintenance, use or operation of the Equipment, naming Company as an additional insured. All insurance shall be in form and amount and with companies satisfactory to Company and shall contain the insurer's agreement to give 30 days written notice to Company before cancellation or material change of any policy of insurance. Upon Company's request, Customer shall deliver the policies or copies thereof or certificates of insurance to Company. Customer shall pay all taxes, license fees and assessments levied on the Equipment or relating to this Agreement. Company shall not be liable for installation of utility service necessary to operate the Equipment nor any utility service charges attributable to the Equipment's operation.

**7. Notice.** Customer hereby irrevocably authorizes Company to take any action it deems necessary or appropriate to provide public notice of the Company's title and ownership interest in the Equipment. Customer authorizes the filing of this Agreement or financing statements regarding the Equipment. This agreement may be subject to the rights, liens and security interests held by the Company's secured lenders as may be reflected in the Uniform Commercial Code Financing Statements(s) on file with Secretary of State of the State of Delaware.

**8. Liability for Equipment.** Customer accepts responsibility for the Equipment and contents at all time except, as to the Equipment, when it is being physically handled by the employees of Company. Customer, therefore, expressly agrees to defend, indemnify, and hold Company harmless from and against any and all claims and loss of or damage to property, or injury to or death of any person or persons resulting from or arising in any manner out of the Customer's use, operation, or possession of any of the Equipment.

**9. Taxes.** Customer shall be responsible for and shall pay any and all local, municipal, and/or state taxes which shall be imposed upon the Equipment during the Contract Term of this Agreement, including any extension thereof and shall save and hold Company harmless from all liability in connection therewith.

**10. Breach or Termination.** If Customer fails to timely pay any amount due hereunder or otherwise breaches its obligations hereof, Company may terminate this Agreement, and as liquidated damages, Customer shall make the Equipment available to Company and continue to pay the Monthly Fee until Company has taken possession of all the Equipment, and shall also pay, in a single sum, an amount equal to the Monthly Fee multiplied by the lesser of (i) the number of months remaining in the Contract Term or extension at the time of such breach, or (ii) twenty-four (24). If Customer desires to return the equipment to Company at the end of the initial Contract Term or any renewals thereafter Customer shall advise Company of Customer's intention to return the Equipment to Company at the end of the applicable Contract Term. Provided that Customer has given proper notice, and are not in default, Customer shall return the Equipment, freight pre-paid, to Company in good repair, condition, and working order, ordinary wear and tear excepted, in a manner and in a location designated by Company. If Customer breaches contract Customer acknowledges that Company will have incurred costs of acquiring the Equipment, and shall incur refurbishing and other costs, and from month to month, Company may incur costs in excess of the Monthly Fee; and agrees that the foregoing liquidated damages are intended to approximate Company's damage upon such breach, and is not a penalty. Customer shall also pay all costs of recovering the Equipment and preparing the same for reletting or sale, and for all other costs of collection and enforcement, including reasonable attorney's fees, incurred by Company after any breach by Customer.

**11. Miscellaneous.** Any provision herein prohibited by statute or declared by a court of competent jurisdiction to be prohibited by law in any state shall, as to such state, be ineffective without invalidating any other provision hereof. This Agreement shall be governed and construed under the internal laws of the state of performance. Customer represents that the Equipment is rented for business purposes and under no circumstances shall this Agreement be deemed or construed as a consumer contract. Commencing one (1) year from the start date hereof, and each year thereafter for the duration of this Agreement, or any extension thereof, rental fees may be decreased or increased, by Company, to reflect changes in the consumers price index for all urban customers (CPI-U), US city average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics, as calculated with reference to the immediately preceding year.

**12. Construction.** If any provision of this Agreement shall contravene existing law in any jurisdiction where enforcement is sought, such provisions as contravene applicable law and only such provisions, shall be unenforceable, and the balance of this Agreement shall remain in full force and effect.

**13. Jury Waiver** EACH OF THE PARTIES, INCLUDING EVERY GUARANTOR, WAIVE ALL RIGHTS TO TRIAL BY JURY.

**14. Excused Performance.** Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strike, riots, fires, and acts of God.

**15. Assignment.** Customer shall not assign this Agreement without the prior written consent of Company. Company may assign this Agreement without the Customer's consent to any purchaser of the Equipment.

**16. Credit Check.** Customer hereby authorizes release of all information, including credit information, contained in Customer's account file. A photocopy of this authorization is to be accepted with the same authority as the original.

**17.** In the event of a sale that the new owner will be able to assume the contract or give 120 day cancellation notice to cancel. De Install charge of \$2,000.00 per machine if the equipment comes out prior to the expiration term.



Customer Initials



## ADDENDUM A

By: GREP South, L.P., its authorized agent

Contract: Compactor Rentals of America

By:

Kimberly LeBlanc

07/12/2017

Regional Property Manager

"It is understood this agreement is signed by GREP South, L.P. ("Greystar") in its capacity as property manager; accordingly, Greystar shall have no liability for any obligations hereunder.

Additionally, should the property sell or management change, the Agreement may be terminated by either party by delivering 30-days' prior written notice thereof.

Compactor Rentals of America

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Vendor Name:

Brian Gulley CEO

(Vendor Signing Party, Title)

Kimberly LeBlanc