



City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6400

DATE: 9/30/14

Purchase Order No. _____

Requisition No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address

Yancey CAT Rental
300 Lee Industrial Blvd.
Austell GA. 30168
Jonesboro, GA. 30236

Ph: 770-819-5208

Fax: _____

Per Georgia State Code 48.8, the City of Griffin is tax exempt for sale and use
taxes. Georgia Sales & Use Tax Exemption No. 20006246313

Deliver to:

City of Griffin
Central Services Dept. Transfer Station
1515 Industrial Drive
Griffin, GA 30223

ATTN: Pfill Francis/ Transfer Station

Phone: 770-229-6421

Fax: 770-229-6627

Freight is FOB

Destination

Deliveries are accepted
between the hours of
8:00 a.m. and 4 p.m.

Mail all invoices* to:

City of Griffin

Attn- Accounts Payable

P O Box T

Griffin, GA 30224

*Terms: Net 30 unless otherwise specified on PO

-- ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES
SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. --

- VENDORS MUST HAVE A CURRENT E-VERIFY AFFIDAVIT ON FILE PRIOR TO PO PROCESSING -

On File? Y/N

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
30 Day Rental for TH514	540 - 4531 - 52 - 2320 - 0000	1	ea	3,305.000	3,305.00
forklift per attached	- - - -				
invoice # F59854	- - - -				
	- - - -				
Delivery	540 - 4531 - 52 - 2320 - 0000	1	ea	150.000	150.00
Pick-up upon completion	540 - 4531 - 52 - 2320 - 0000	1	ea	150.000	150.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -				
DISTRIBUTION & \$\$	- - - -				

COMMENTS:

Totals: \$

3,605.00

For use to install new recycling sort line equipment at Recycling Center

COG USE ONLY

COG USE ONLY

Pricing method:

Verbal / Phone

Email/Mail/Fax

Bid / RFP #

E-Verify Affidavit

Dept / Requestor / Date

Purchasing Date

Vendor emailed copy?

Vendor Notified

Department Mgr / Date

Finance Director / Date

Invoice apprvd/attchd?

PMT Approval

Inv Attached

City Manager / Date

BOARD / Date



300 LEE INDUSTRIAL BLVD, AUSTELL, GA 30168
AUSTELL BCP 770-819-5208

Rental Agreement

Agreement F59854

PO #: TBD
Date Out: 09/24/2014 Wed
Est. Date In: 10/22/2014 Wed
Delivery Date: 09/24/2014 Wed

Bill to: CITY OF GRIFFIN
PO DRAWER T
GRIFFIN, GA 30224-0029

Jobsite: 1515 INDUSTRIAL
Contact: PHIL FRANCIS
Phone: 770-229-6421
1515 INDUSTRIAL DR
SOLID WASTE DEPT
GRIFFIN, GA
JPS

Customer: 908168

Written By: Brian Stanfield
Sales Rep: DO NOT USE STORY

Signed By:
Order By: PHIL FRANCIS

QTY DESCRIPTION	DAY	WEEK	4WEEK
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Rental Items

1.	ID:EM2010543 SERIAL:0TBW00177 MODEL:TH514 FORKLIFT REACH 11,000 LB (TH514) INSURANCE VALUE: \$110,000.00 HRS OUT: 2764.0 HRS ALLOWED: 8/40/160	\$525.00	\$1,313.00	\$3,305.00
1	ID:RS2011110 SERIAL:2011035-01 MODEL:TH C FORKLIFT REACH CARRIAGE AND FORKS INSURANCE VALUE: \$0.00			

Miscellaneous Items

1	OUTSIDE DELIVERY	150.00
1	OUTSIDE PICK-UP	150.00
0	ENVIRONMENTAL	2.00 %

MAINTENANCE AND REPAIRS

Customer is responsible for daily maintenance, keys and damage to tires, and undercarriage. Any damages to the Equipment or accessories incurred in operation, transportation, or other use of the Equipment, whether due to abuse, negligence or misuse, will be charged to the Customer.

DAMAGES

Customer assumes all risk of loss or damage and agrees to pay YANCEY the cost of repair and pay rental on the equipment at YANCEY'S regular rates until all repairs are completed. The cost of repair will be at YANCEY'S prevailing rates for labor, parts and supplies. If the Equipment is lost, stolen, or damaged beyond repair, customer will pay YANCEY the then full replacement cost together with the full rental rate until such Equipment is replaced. Accrued rental charges shall not be applied against the cost of repair or replacement.

ADDITIONAL OR POTENTIAL CHARGES

vertime usage, Lost key (\$10.00), Refueling, Environmental (2%), Cleaning, and any other non-returned ancillary pieces including cable.

Safety Instructions: Customer acknowledges receipt and understands the safety instructions necessary to operate Equipment on rent.

By signing below, Customer acknowledges that Customer has read and accepted the terms and conditions set forth on all pages of this Agreement. Any person signing this Agreement represents that he or she has the authority to sign this Agreement and bind Customer to its terms and conditions.

SIGNATURE X

DATE

PRINT NAME

9/30/14

Phil Francis

Terms and Conditions

This Agreement ("Agreement") is for the rental of the equipment described on page one of this order including all parts of and accessories to such equipment ("Equipment"). This Agreement is between the customer indicated on page one ("Customer") and Yancey Bros. Co. ("Yancey") having its principal office at 300 Lee Industrial Boulevard SE, Austell, Georgia 30168. Both parties acknowledge that this Agreement consists solely of the terms set forth on all pages of this agreement.

- 1. TIME PERIOD / RENTAL RATES.** Customer agrees to rent from YANCEY the Equipment described on page one for the rentals and on the terms and conditions set forth herein. Rental starts immediately upon release of the Equipment to Customer. Rental rates are for single shift use (up to 8 hours per day); each fraction of a day draws the full daily charge. Total charge is based upon elapsed time whether Equipment is used or not. Additional hourly charges will apply for usage in excess of 8 hours/day, 40 hours/week, or 160 hours/4 weeks, as applicable. For such excess, a surcharge will be added based on the prorated of the daily, weekly, or 4-week rate, whichever is applicable. Customer agrees to pay for all rental services and any other costs that might be incurred in respect of the Equipment until such time as the Equipment is returned to YANCEY. If the Customer fails to pay any amount that becomes due under this Agreement or fails to pay any invoice to YANCEY in accordance with the terms of such invoice, Customer agrees to pay a service charge of the lesser of (a) 1.5% per month (18% per annum), or (b) the maximum lawful rate on the delinquent balance. All rentals and other amounts due under this Agreement shall be paid in lawful money at YANCEY's principal office in Cobb County, Georgia, or at such other place as the holder of this Agreement shall designate to Customer. All payments shall be made without offset, defense, counterclaim, reduction or other claim for any reason, including without limitation, any defect or failure of or damage to the Equipment. Customer shall pay all applicable taxes, including all rental, use and excise taxes that may become due in respect of the Equipment and any rents and other amounts payable under this Agreement.
- 2. WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the equipment: Customer's employer, employees, fellow employees in the course of their regular employment, or persons approved by YANCEY in writing. Customer and all Authorized Operators must be at least 21 years old; be properly qualified to operate the Equipment; and have a valid operators license with respect to the Equipment where required by law.
- 3. CUSTOMERS RESPONSIBILITIES.** Until such time as YANCEY receives actual possession of the equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used solely in Customer's business and kept only at Customer's place of business or the job site where the Equipment is used, and will not be moved without the prior consent of YANCEY. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed all normal periodic service adjustments and lubrication of Equipment, including, but not limited to: inspecting the Equipment before each shift and checking and maintaining crankcase, transmission, hydraulic, cooling and fluid systems daily. The Customer agrees to replace cutting edges, bits and teeth, and other wear items as required at Customer's expense. If the Equipment fails to operate properly, or needs repair, Customer will immediately cease using it and will immediately notify YANCEY. Customer has been given equipment operating manual(s) and should notify YANCEY immediately if Customer does not have. Customer promises to return all Equipment to YANCEY's premises, in the same good, clean uncontaminated condition as when delivered to Customer, subject only to reasonable wear. Reasonable wear shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a single shift basis. The following will not be deemed reasonable wear: damage resulting from lack of lubrication or lack of maintenance of necessary fluid levels; damage resulting from lack of normal daily services or inspections; damage from any collision, overturning, or improper operation of Equipment, including damage in the nature of breakage, bending or tearing of the Equipment or any part thereof; damage to tires caused by puncture, bruise, abrasion or cut or by wear at a rate in excess of 1/16 inch per month. If the Equipment is returned excessively dirty Customer shall pay YANCEY the reasonable costs of repair, restoration and cleaning. Equipment requiring more than 30 minutes cleaning will be deemed excessively dirty.
- 4. LOSS OR DAMAGE TO EQUIPMENT.** Until returned or retrieved by YANCEY, Customer holds the Equipment at all times at its sole risk and expense and all loss or damage to the Equipment from any cause whatsoever, whether or not due to the fault of the Customer, (including, without limitation, fire, flood, theft, collision, rollover, acts or omission of third parties, and Acts of God) is Customer's sole responsibility. Customer assumes all risk of loss or damage and agrees to pay YANCEY the cost of repair and pay rental on the Equipment at YANCEY's regular rates until all repairs are completed. The cost of repair will be at YANCEY's prevailing rates for labor, parts and supplies. If the Equipment is lost, stolen, or damaged beyond repair, Customer will pay YANCEY the then full replacement cost together with the full rental rate until such Equipment is replaced. Accrued rental charges shall not be applied against the cost of repair or replacement.
- 5. REFUELING SERVICE FEE.** Customer agrees to return the Equipment with full fuel tanks or pay to YANCEY a sum equal to YANCEY's then applicable per gallon refueling service charge.
- 6. WAIVER OF DEFECTS.** Customer agrees to make a complete inspection within 24 hours after receipt of Equipment, and that any claims for defects will be made within the aforesaid 24 hour period, and that if no claims are made within said 24 hour period, then the Customer thereby acknowledges said Equipment to be in good, safe and serviceable condition, and fit for its intended use.
- 7. REPAIRS.** YANCEY shall be called to repair damage to the Equipment while in possession of Customer at regular rates for repair work and all repair work outside of regular hours shall be paid for at a rate one and one-half times YANCEY regular rates. Customer is not authorized to incur for YANCEY's account any expense, or to expend any money, in repairing said Equipment, without the prior written consent of YANCEY. YANCEY will continue to charge rent until the Equipment is repaired and in operating condition and thereafter until the Equipment is returned to YANCEY.
- 8. SUBLETTING.** Neither the Equipment nor any part thereof shall be sublet, or suffered to be sublet, by Customer, except by written consent of YANCEY obtained in writing before said subletting.
- 9. TITLE.** Title to the Equipment is and shall at all times hereafter remain and be vested only with YANCEY. In the event the Equipment is levied upon by marshal, sheriff or other official by reason of execution, garnishment, or attachment, or for any reason, then this Agreement immediately terminate, and YANCEY may retake the Equipment with or without notice and with or without legal process, and may take all actions necessary to do so, and Customer hereby expressly waives all damages, physical and pecuniary, so caused, if any, by YANCEY in the process of taking said equipment. CUSTOMER SHALL HAVE NO OPTION TO PURCHASE ANY OF THE EQUIPMENT EXCEPT AS OTHERWISE PROVIDED IN A SEPARATE WRITTEN OPTION AGREEMENT SIGNED BY YANCEY.
- 10. NOTICE OF NON-WAIVER.** The failure by YANCEY at any one or more times to insist upon strict performance by the Customer of the terms and conditions of this agreement shall not be construed as a waiver of YANCEY's right to demand strict compliance with and performance under all terms and conditions hereunder. Notice of said demand for strict compliance is hereby waived, and time is expressly made the essence of this Agreement.
- 11. ASSIGNMENTS.** Neither this Agreement nor Customer's rights hereunder shall be assignable except with YANCEY's prior written consent. All terms and conditions of this Agreement, including this paragraph 9, shall bind any successors and permitted of Customer. YANCEY may, without the consent of Customer, assign to any person or entity the rents reserved herein, or all or any of YANCEY's other rights hereunder, and in such event such assignee's rights shall be independent of any claim of Customer against YANCEY. Customer, on receiving notice of any such assignment, shall abide thereby and make all payments as may therein be directed. Following such assignment, the term "YANCEY" shall be deemed to include and refer to YANCEY's assignee.
- 12. CUSTOMERS INSURANCE OBLIGATIONS.** Customer will be charged a Fire, Theft and Vandalism fee (FTV is NOT insurance), unless satisfactory proof of coverage is supplied. If Customer provides coverage, the policy must maintain in force Property Insurance in an amount adequate to cover any damage to or loss of the Equipment, and commercial general liability insurance with not less than \$1,000,000 in coverage, covering bodily injury, property damage and personal injury, arising out of or related to use, possession, storage or transportation of the Equipment. Customer's policy must expressly cover non-owned equipment while in Customer's care, custody and control. Customer will furnish YANCEY a Certificate evidencing such insurance and endorsed to provide that such insurance may not be cancelled or materially modified except on thirty days prior written notice to YANCEY at YANCEY branch

identified on the front. The insurance carrier, amount, terms and conditions of the insurance required by this paragraph must be acceptable to YANCEY. Customer agrees to abide by all of the terms and conditions of such insurance policies. YANCEY reserves the right to deny rentals if proper coverage is not provided.

- 13. FIRE, THEFT AND VANDALISM WAIVER.** Except as otherwise expressly provided herein, Customer assumes and shall bear all risk of loss (including fire, theft, vandalism, destruction, damage, and other casualty events) of the Equipment until the Equipment is returned to YANCEY, and no such loss shall relieve customer of its obligations under this Agreement. Customer will be charged a Fire, Theft and Vandalism Waiver ("FTV") equal to 14% of the gross rental amount if Customer does not furnish YANCEY proof of coverage as described in paragraph above. If Equipment is used in compliance with this Agreement, and if customer pays the additional charge for the FTV, which is NOT insurance, YANCEY agrees to waive, to the extent specified herein, Customer's responsibility to YANCEY for any loss or damage to the Equipment (caused by fire, theft and vandalism) exceeding double the published four week rental charge in effect on the date of this Agreement. This deductible must be paid prior to the claim being processed. NOT WITHSTANDING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, CUSTOMER WILL BE RESPONSIBLE FOR ALL RESULTING LOSS OR DAMAGE TO THE EQUIPMENT AND THE EXPENSE OF YANCEY IF SUCH LOSS OR DAMAGE RESULTS FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER WHICH INCLUDES, BUT IS NOT LIMITED TO, THE USE OR OPERATION OF THE EQUIPMENT IN A RECKLESS OR ABUSIVE MANNER OR INTENTIONAL DAMAGE TO THE EQUIPMENT BY CUSTOMER OR WITH CUSTOMER'S PERMISSION, OR UNDER ANY OF THE FOLLOWING CIRCUMSTANCES: (1) striking overhead objects with the Equipment, (2) all loss and damage associated with vandalism, malicious mischief, theft or conversion of the Equipment, not documented by Customer's filing with the applicable public authorities (with an immediate written copy to YANCEY) of a formal written theft, vandalism, or conversion police report within 72 hours of the loss **Failure to provide formal reports will void all coverage** (3) all loss of or damage to the Equipment resulting from any exposure to radioactive, contaminated or other hazardous materials, (4) boom damage from overloading of a boom or from a collision when a boom is in motion, (5) all loss or damage associated with the Equipment's rollover or upset, (6) use or operation of the Equipment other than a Authorized Operator, as defined herein, (7) use or operation of the Equipment in violation of any law or ordinance, (8) Customer's failure to perform the basic maintenance required under this agreement, (9) Customer's failure to comply with paragraph 3 of this agreement and (10) Customer's failure to secure the equipment, including without limitation by leaving the keys readily available to any unauthorized operator or by not reasonably restricting access to the Equipment (11) Striking objects when using equipment in a manner which it was not designed (12) Operating or storing equipment near hot debris or existing fire (13) Operating or storing equipment that results in submersion of equipment in water or unstable soil. All equipment will be valued under this agreement based on actual cost of repair, or if lost, stolen, or damaged, the fair market value of the equipment at the time of its loss.
- 14. NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss or theft of, or damage to the Equipment, customer agrees to notify YANCEY immediately (within 1 hour) by telephone, and thereafter to immediately report in writing to YANCEY and the public authorities (where required by law) all information deemed relevant thereto by YANCEY. Customer will cause its agents and employees to give YANCEY and the public authorities' proper and full information and assistance in the investigation and prosecution of any matter resulting from said accident, loss, theft or damage.
- 15. DEFAULT; REPOSSESSION.** Each of the following events shall constitute an Event of Default for purposes of this Agreement: (i) Customer fails to make any payment when due under the terms of this Agreement, (ii) Customer fails to maintain any insurance required to be maintained by it under the terms of this Agreement, (iii) Customer fails to perform any other covenant or obligation to be performed by it under the terms of this Agreement, (iv) Customer liquidates or ceases doing business as a going concern, or files or has filed against it any petition in bankruptcy or otherwise for relief under bankruptcy or insolvency laws, or any petition or proceeding is filed for the appointment of a receiver, trustee, or similar person for Customer or all or any substantial portion of Customer's assets, (v) Customer removes, sells, transfers, sublets, or encumbers all or any portion of the Equipment, or attempts to take any such actions, without the prior written consent of YANCEY, (vi) Customer's assets become subject to levy, execution or attachment, or (vii) YANCEY deems itself insecure, whether as a result of tax liens or judgments filed or rendered against Customer, defaults by Customer in payment of its obligations to other parties, or other material adverse change in its financial condition assets, liabilities, or results of operations or business of Customer. Upon the occurrence of any Event of Default, YANCEY may accelerate the due date of all rental payments and other amounts due under this Agreement, all of which shall then become immediately due and payable, together with interest accruing thereon at the default rate set forth in paragraph 1. In addition, YANCEY and its agents may, without notice, liability or legal process, enter into any premises of or under control or jurisdiction of Customer, or any agent of Customer, where said Equipment may be, or by YANCEY is believed to be, and repossess the Equipment, disconnecting and separating all thereof from any other property and taking all action necessary or permitted by applicable law so to do. Customer hereby expressly waives all further rights to possession of the Equipment and all claims for injury suffered through, or loss caused by, such repossession. Customer agrees to pay YANCEY all expenses of collection, including 15% of all rentals payable hereunder if YANCEY attempts to collect any sums due hereunder by or through an attorney at law or in bankruptcy or other judicial proceedings. All remedies of YANCEY in respect of any Event of Default by Customer shall be cumulative and in addition to all other rights and remedies available to it under applicable law.
- 16. NON-WARRANTY; LIMITATION OF LIABILITY.** CUSTOMER ACKNOWLEDGES THAT THE EQUIPMENT IS BEING RENTED TO IT ON AN "AS IS, WHERE IS" BASIS. YANCEY IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN RESPECT OF THE EQUIPMENT, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT FOR THE PURPOSE AND USES OF CUSTOMER, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. YANCEY SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY TO CUSTOMER OR ANY THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT, WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. No employee or agent of YANCEY shall be authorized to modify or waive any of the matters set forth in this paragraph.
- 17. INDEMNITY.** Customer agrees to indemnify and hold harmless YANCEY and its employees, officers, and agents, from and against any and all losses, damages, liabilities, injuries, claims, demands and expenses (including reasonable attorney's fees incurred by any of them) arising in connection with Customer's possession, use, storage, maintenance, installation, delivery or other activities in respect of the Equipment. Customer shall give YANCEY prompt written notice of any claim or liability hereby indemnified against.
- 18. MISCELLANEOUS.** Customer will not change, add or remove any insignia or lettering on the equipment. All transportation charges shall be borne by Customer. All notices relating to the Equipment or this Agreement shall be mailed registered or certified mail to YANCEY or Customer at its respective address on Front. This Agreement contains the entire agreement of the parties in respect of the Equipment and the rental thereof by Customer, and shall supersede any and all prior agreements or representations in respect of the Equipment or the rental thereof, whether written or oral. No modification of this Agreement shall be binding on YANCEY unless set forth in a writing signed by YANCEY. All obligations of Customer under this Agreement, including without limitation, paragraph 16 hereof, shall survive any termination of this Agreement. Customer admits the receipt of a true copy of this Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, and Customer hereby consents and submits to the jurisdiction of the state courts of Cobb County, Georgia, and the U.S. federal district court for the Northern District of Georgia, in respect of all legal actions and proceedings brought under this Agreement or otherwise relating to the Equipment. The parties agree that this Agreement may be executed in one or more counterparts, each of which shall be an original and both of which together shall constitute one and the same instrument. This agreement may be executed and delivered by email or fax and the parties agree that in such event the emailed or faxed copy of this Agreement shall be deemed for all purposes hereof to be an original instrument and to be valid, binding and enforceable between the parties to the same extent, and with the same effect, as if this Agreement had been executed with original signatures and delivered manually by both parties.