

ACI RENTAL AGREEMENT – Governmental

RENTOR **Applied Concepts, Inc. (ACI) / DBA: Stalker Radar**
 855 E Collins Blvd, Richardson, TX 75081
 Sales Phone: 972-398-3780 Fax: 972-398-3781
 Accounting: 972-398-3750 Ext 145 Fax: 972-398-3751

RENTER	Bill To Address (if different)	
Customer/Dept.	Clay County Constable	SAME
Attention to:	Constable Kirk Horton	
Address:	100 N Bridge St	
City/ST/ZIP:	Henrietta, TX 76365	
Phone / Ext:	940-733-2130	
Fax:		
Email:	kirk.horton@co.clay.tx.us	

Description of Equipment:	DSR 2X		
Quantity:	1		
Each Price:	\$3250.00		
Extended Price:	\$3250.00		
Estimated Monthly Payment:	90.28		
Estimated Total Monthly Payment:	90.28		
Estimated Delivery Date:	4 Weeks ARO		
Contract Term:	36 Months		

NOTE: EQUIPMENT UNDER THIS AGREEMENT REMAINS THE SOLE PROPERTY OF APPLIED CONCEPTS, INC. NO TITLE TO THE PROPERTY IS PASSED UNDER THIS AGREEMENT. SEE SECTION 14 FOR PURCHASE OPTION OR CONSIDER A LEASE/PURCHASE AGREEMENT.

1. *Renter* hereby agrees to *Rent* the above described Radar Equipment, subject to the terms, provisions, conditions and agreements of this Rental Agreement herein set forth. This agreement supersedes all previous agreements for said equipment.
2. Said equipment is rented beginning with the delivery of said equipment to the renter for the term specified above. *Renter* acknowledges that upon delivery of said equipment that Applied Concepts, Inc. has fulfilled its obligation of performance under the Rental Agreement except for requirements later stated in this agreement.
3. *Renter* agrees to pay Applied Concepts, Inc. the monthly payment specified above, by the 15th of the month following delivery by Applied Concepts, Inc. and equal successive monthly payments during the term of the Rental Agreement. Applied Concepts, Inc. will mail monthly invoices at the beginning of each month, but is not responsible if the invoice does not reach the *Renter*. At the end of the term of the Rental Agreement, *Renter* agrees to return said equipment to Applied Concepts, Inc. within thirty (30) days of new equipment installation. If

equipment is not returned, Renter will be provided the option to continue on a "month to month" basis or purchase the equipment as per Section 14 of this agreement.

4. **Renter hereby assumes and shall bear the entire risk for loss or damage to the equipment from abuse, fire, flood, theft, neglect, loss, unauthorized use or other circumstances beyond the control of the Renter. No loss or damage to the equipment or any part thereof shall impair any obligation of Renter under this agreement, which shall continue in full force and effect.**
5. **The warranty period for the merchandise is the standard factory warranty at the time the order is received. Renter agrees that the warranty may be a shorter period of time than this rental agreement and that any repair cost outside of that warranty period will be at the renter's expense. An extended warranty period may be purchased to cover any gap in time. Such extended warranty may be purchased and made part of this rental agreement or under a separate agreement.**
6. **If Renter, with regard to any item or items of equipment fails to pay any payment or other amount herein provided within ninety (90) days after the same is due and payable, or if Renter with regard to any item or items of equipment fails to observe, keep, or perform any other provision of this rent required to be observed, kept or performed by Renter, Applied Concepts, Inc. shall have the right to exercise any one or more of the following remedies:**
 - a) **To sue for and recover all payments then accrued with respect to any or all items of equipment.**
 - b) **To terminate this rent as to any or all items of equipment.**
 - c) **To pursue any other remedy at law or in equity. All such remedies are cumulative, and may be exercised concurrently or separately.**
7. **The renewal and continuation of such contract is contingent upon the appropriation of funds by the governing body to fulfill the requirements of the contract and if the local governmental entity, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate in accordance with the terms of the contract on the last day of the fiscal year for which funds were appropriated, provided the equipment is returned to the Renter or his agent, as provided in the equipment rental contract, and such contract shall not be considered as a long-term debt of the local governmental entity.**
8. **The governmental agency reserves the right to terminate contract and or purchase order with a written thirty (30) day notice for non performance on the part of ACI. The cancellation will be without penalty under the provisions of this section only.**
9. **Applied Concepts, Inc. reserves the right not to rent or lease any further product to Renter if the rental is canceled for any reason prior to the end of the term. If Renter cancels for any reason other than those listed in Sections 7, 8, or 14 an amount equal to three (3) months rent will be due and payable as a penalty for early termination.**
10. **The parties hereto agree to bring any judicial action arising directly or indirectly in connection with this agreement or any transaction covered hereby in Courts located within Collin County, Texas. The parties also consent to the laws of the State of Texas in interpreting provision of this contract.**

11. I certify that I am duly authorized to act within the powers of my office by executing this Agreement, and the equipment being rented is essential to its governmental mission.
12. The portions of Rental payments are herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and *Renter's* other obligations and liabilities under this rent relating to, or accruing or arising prior to such termination. The *Renter* is obligated only to pay Rental payments under this rent as may lawfully be made from:
 a) Funds budgeted and appropriated for that purpose during such fiscal period; or
 b) Funds made available from a lawfully operated revenue producing source.
 In the event of such termination, *Renter* agrees to peaceably surrender possession of the Equipment to Applied Concepts, Inc. or its assignee on the date of such termination in the manner set forth in Section 7 hereof and Applied Concepts, Inc. will have all legal and equitable rights and remedies to take possession of the Equipment.
13. The prices quoted in this rental agreement are valid for a period of one-hundred twenty (120) days from the date signed by Applied Concepts, Inc. Any rental agreement executed after that date must be approved by Applied Concepts, Inc. prior to it being valid. Acceptance of an order and or shipping of the above-described merchandise constitutes acceptance by Applied Concepts, Inc.
14. At any time during or within thirty (30) days after the final payment in accordance with this agreement is made, the *Renter* may purchase any or all of the described equipment in their possession at the time and receive 50% of the payments made on that unit as credit toward the above listed price.
15. It is agreed by *Rentor* and *Renter* that any fax or electronic transmitted document(s) will be considered as an original for all purposes of this agreement and therefore any signatures transmitted by fax or other electronic form are the same as a hand signed document.

16. Entered into this 12th day of September, 20 17

Signature and Title of Authorized Official

Sidney Kirk Horton Kenneth Lygett Sidney K. Horton
 Printed Name Signature
County Judge Constable Kenneth Lygett
 Title

Applied Concepts, Inc. / Stalker Radar

By: Chris Frett ISP: Chris Frett
 Date: 09/12/17 Phone/Ext: 972-801-4868
 Email/Fax: chrisf@stalkerradar.com Fax: 972-308-3781

Approved by ACI Sales Management Melissa Heckel Date _____