

UOTE

applied concepts, inc.

855 E. Collins Blvd Richardson, TX 75081 Phone: 972-398-3780

National Toll Free: 1-800- STALKER

Page 1 of 1 Date: 03/20/23

Michael Guinn

+1-972-213-0349 michaelg@a-concepts.com

Fax: 972-398-3781

Effective From: 03/20/2023

Inside Sales Partner:

+1-972-801-4866 chrisf@a-concepts.com

Reg Sales Mgr:

Valid Through: 06/18/2023

Chris Frett

Lead Time:

45 working days

Bill To:

Customer ID: 763652

Ship To:

FedEx Ground

Clay Co Sheriff's Office

215 W Gilbert St

Henrietta, TX 76365-2864

Accounts Payable

Clay Co Sheriff's Office

215 W Gilbert St Henrietta, TX 76365-2864 Captain Trent Sharp

Grp	Qty	Р	ackage	Description	Wrnty/Mo	Price	Ext Price
1	14	14 807-0001-00 DSI		SR 2X Radar with Fast Lock Remote	36	\$3,401.00	\$47,614.00
	Ĺn	Qty	Part Numb	Description		Price	Ext Price
	1	14	200-0965-	2X Counting Unit, 1.5 PCB			\$0.00
	2	14	200-0875-	2X Modular Display, High Bright LEDs			\$0.00
	3	14	200-1468-	Dual DSR Ka Antenna		}	\$0.00
	4	14	200-1468-	2X Rear Antenna			\$0.00
	5	14	200-0919-	2X Fast Lock Remote w/Screw Latch			\$0.00
	6	14	200-0769-	25 MPH/40 KPH KA Tuning Fork			\$0.00
	7	14	200-0770-	40 MPH/64 KPH KA Tuning Fork			\$0.00
	8	14	200-0648-	Display Sun Shield			\$0.00
	9	14	200-0243-	Counting/Display Tall Mount			\$0.00
ļ	10	14	200-0244-	Antenna Dash Mount			\$0.00
	11	14	200-0245-	Antenna Tall Deck Mount			\$0.00
ļ	12	14	155-2591-	8 Foot Antenna Cable, IP67	-	*	\$0.00
	13	14	155-2591-	20 Foot Antenna Cable, IP67			\$0.00
	14	14	200-0622-	VSS Cable Kit			\$0.00
	15	14	200-0619-	2X Documentation Kit		1	\$0.00
j	16	14	035-0361-	Shipping Container, Dash Mounted Radar		1	\$0.00
	17	14	060-1000-	36 Month Warranty		<u> </u>	\$0.00
					ı	Group Total	\$47,614.00

Product	\$47,614.00	Sub-Total:	\$47,614.00
Discount	\$0.00	Sales Tax 0%	\$0.00
		Shipping & Handling:	\$0.00

Payment Terms: Net 30 days

Total: USD

\$47,614.00

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36 Month Rental-\$1,322.61 per month Vehicle Information: 0000 (TBD) TBD

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

ACI RENTAL AGREEMENT - GOVERNMENTAL

RENTOR:

Applied Concepts, Inc. (ACI) / DBA: Stalker Radar

855 E Collins Blvd., Richardson, TX 75081

Sales Phone: 972-890-4578 972-398-3780 Fax: 972-398-3781

Accounting: 972-398-3750 Ext 145 Fax: 972-398-3751

Renter:	Bill To Add	Bill To Address (if different)			
Customer/Dept: 763652 Clay Co Sheriff's Office	e Clay Co	Clay Co Sheriff's Dept			
Attention to: Captain Trent Sharp	Account	Accounts Payable			
Address:215 W Gilbert St	215 W G	215 W Gilbert St			
City/ST/ZIP:Henrietta, TX, 76365-2864	Henriet	Henrietta, TX, 76365-2864			
Phone/ Ext:+1-940-538-5611	+1-940-	+1-940-538-5911			
Fax:	+1-940-	+1-940-538-5991			
Email:	danja.b	danja.bloodworth@co.clay.tx.us ,			
Description of Equipment: DSR	2X Radar with	#2	#3		
Fast	Lock Remote				
Quantity: 14					
Each Price: \$3,40	01.00				
Extended Price: \$47,6	514.00				
Estimated Monthly Payment: \$1,3	22.61		1		
Estimated Total Monthly Payment: \$1,3	22.61				
Estimated Delivery Date: 9 We	eks ARO				
Contract Term: 36 Mo	onths				

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 15 th 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 2 of 3 Rental Agreement Rev 05-07-2013 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 Rentor. 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
- 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

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Agreement

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 Rentor 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 clay county, TX. 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 20th day of March, 2023. Signature and Title of Authorized Official

Printed Name	Signature	
	Title	
Applied Concepts, Inc. / Stalker By: Chris Frett	Radar	ISP: <u>chris Frett</u> Phone/Ext <u>+1-972-881-4866</u>
Date:3/20/2 023 Email/Fax: <u>chrisf@a-concepts.com</u>		
Donna Russell		Date <u>3/20/2023</u>

2/2