



Dish Machine Rental Program

This agreement is made by and between SSDC and the account.

Account Name: Webb County Casa Blanca Phone: (956) 523-4420
 Address: 3900 Casa Blanca Lake Rd.
 City: Laredo State: TX Zip: 78041 County: _____
 Contact Name: _____ Distributor Account Number: 776834
 Account operates as a: Proprietorship Partnership Corporation

Location:

The equipment covered in this rental agreement is to be used in the approved location only and cannot be moved. If the above address is not the correct location for equipment, the correct address and information is:

Account Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____ County: _____
 Contact Name: _____ Distributor Account Number: _____

Property Owner – if different from Account owner:

Name: _____ Phone: _____
 Address: _____
 City: _____ State: _____ Zip: _____ County: _____
 Contact Name: _____

Equipment:

The equipment to be provided by SSDC to the Account is a dishmachine

Brand: ADS Model: AF-3DS 3 door Serial Number: _____

- ◇ All other equipment such as: tables, water softeners, racks, pressure tanks etc. will be purchased as a separate part of the agreement and not included in this rental.
- ◇ This equipment is wholly owned by SSDC and Account recognizes no right nor authority to sell, trade, rent or lease. Ownership can only be transferred by SSDC.
- ◇ Account must provide adequate insurance covering damage to the dishmachine.
- ◇ Proper electrical, water and drain connections are to be supplied by the account before the machine can be installed.

Products:

The account agrees to continuously use a minimum of six sanitation products, including a delimer and all ware washing items, supplied by SSDC or our approved distributor.

Payments:

The Account shall make the following payments:

- ◇ A non-refundable security deposit of: \$ 0 Payable to Ben E. Keith Foods acting as billing agent for SSDC.
- ◇ A monthly rental fee of: \$95 plus all applicable taxes will be charged to the Account.

The terms of this agreement cover a minimum rental period of two years. If the contract is not terminated at that time, it automatically renews and requires prior written notice of at least sixty (60) days to terminate. All billing will be made by and submitted to the approved distributor.

References: Please supply two business references.

Business: _____ Phone Number: _____
Business: _____ Phone Number: _____

Account and SSDC each agree to the above and the 14 items covered on the following pages.

Manager/Owner's Name: Jlano E. Tijerina, Webb County Judge (Signature) 

SSDC Representative: _____ (Date) _____



Dish Machine Rental Program TERMS AND PROVISIONS

1. The Dish Machine that will be provided by SSDC consists of: (a) equipment, (b) installation of equipment, (c) parts and service as necessary to maintain the equipment in satisfactory working condition, (d) service calls as required at any time on the machine which relate to machine malfunction; however, SSDC will not be responsible for problems created by lack of hot water, water conditions, abuse to the equipment, or failure to perform cleaning requirements on the equipment as outlined by SSDC. All services to be provided by SSDC under this Agreement may be provided by an authorized representative. Account agrees to purchase machine detergent, sanitizer and rinse aid, as well as general kitchen sanitation chemicals **minimum of six products total (initial) //** from SSDC or approved distributor exclusively and continuously during the entire execution of this contract.
2. Delivery of the equipment required to initiate service under this Agreement will be made within thirty (30) days from the date hereof. Account will, at its own expense: (a) provide the space, electrical outlet, hot water (140 degrees F) supply line, and drain to accommodate the installation of the equipment and (b) obtain all permits necessary for the installation and operation of the equipment.
3. Title to the equipment shall remain with, and the equipment shall be the sole property of, SSDC. Account shall have no title, right, or interest to the equipment, but only the right to use it under this Agreement. Account agrees that it will not permit removal or defacement of any identifying labels and serial numbers affixed to the equipment or the removal of the equipment, or any of its components, from the location at which it was installed. Account agrees to notify SSDC promptly if any identifying labels on the equipment become illegible or are defaced. SSDC and its authorized representatives shall at all times have a right of access to the equipment for purposes of providing the services required and of protecting the rights of SSDC provided in this Agreement. Account will provide SSDC with written waivers from any persons who may claim an interest in this equipment by reason of its manner of installation or use.
4. Account agrees to pay approved distributor, or its authorized SSDC representative, all sums due as provided in this agreement within ten (10) days from the date of billing. The deposit will be payable in advance. Account's deposit shall be held by distributor as security for the faithful performance by Account of its promises contained in this Agreement. As additional Rental-Service charges, Account agrees: (a) to pay applicable taxing authorities or reimburse distributor for the cost of any personal property taxes measured by the value of the equipment that may be assessed for the period of time during which the equipment is in the possession of the Account, and (b) to indemnify and hold harmless from all costs or damages, including reasonable attorney's fees in contesting the same, incurred by Distributor or SSDC by reason of the disposition by scrapping or otherwise of any existing dishwashing machines, or other appliances, or tables removed to accommodate the installation of the equipment.
5. Account agrees to maintain adequate plumbing drainage for the equipment and it will not change, alter, or repair the equipment, or use any detergents, sanitizers, cleaning agents, or drying agents in the operation of the equipment except those supplied by SSDC and Distributor or approved by SSDC in writing for use in or on the equipment without SSDC's written consent. Account shall be liable for any loss, damage, or injury caused to the equipment by the willful action of Account or its agents or employees.

Manager/Owner's Signature: _____

Date: _____

June 11, 2019



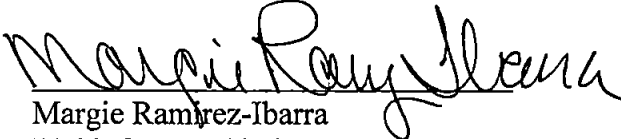
6. Account's rights under this Agreement shall terminate at the option of SSDC and SSDC shall have the right to take immediate possession of the equipment: (a) upon expiration of the initial or any renewal term, or (b) in the event of a default by Account in the performance of any of its promises contained herein, or (c) if Account is subject to a voluntary or involuntary party to any proceeding under the Federal Bankruptcy Laws or any state insolvency laws, or (d) if Account makes an assignment for the benefits of its creditors.
7. The failure of either party to require performance by the other of any promise contained herein shall not constitute a waiver or that promise, or any other promise, contained herein.
8. Account and SSDC each mutually agrees that neither shall be liable to the other or its insurer for accidental property damage to or caused by the equipment, except where negligence by either party caused the damage and each hereby waives all rights of subrogation that either may have against the other therefore.
9. Account must provide adequate insurance covering the dishmachine against damages such as, but not limited to: fire, water, storm, etc.
10. Account or SSDC may terminate this agreement, with a sixty (60) day prior written notice, after the initial two years (24) months of the Agreement. Early termination of contract will cause a penalty of (6) months rent.
11. Account represents that it has full right and authority to enter into this Agreement.
12. SSDC's authorized representative who may sign this Agreement on SSDC's behalf is authorized only to complete the blanks on the Rental Agreement page of this Agreement; They are not authorized to make any promises or representations not expressly covered herein or to modify this Agreement in any way.
13. This Agreement will be binding upon the parties hereto and their respective heirs, successors, and assigns.
14. SSDC reserves the right to disrupt service in the event of delinquency.

I have read and agree with the fourteen (14) items listed on the preceding pages.

Manager/Owner's Signature: _____

Date: June 11, 2019

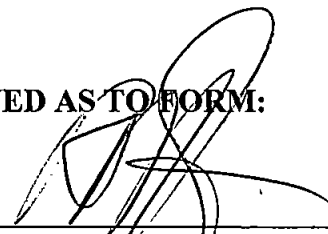
ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Ramon A. Villafranca, Jr.
Assistant General Counsel
Webb County Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

*Passed and approved by the Webb County Commissioners Court
On June 10, 2019; item no.6a.*

MARGIE R. IBARRA
COUNTY CLERK
FILED

2019 JUN 21 AM 11:35

WEBB COUNTY, TEXAS

BY VR DEPUTY