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## **COPY MACHINE LEASE AND SERVICE AGREEMENT**

THIS AGREEMENT (the "Agreement") (the "Lease") is made effective as of April 2, 2015, between Frank Dustin Office Supply, Inc., a Texas corporation (referred to in this Lease as "Lessor"), located at 105 East California, Gainesville, Cooke County, Texas 76240 and Wise County, Texas, a local governmental entity operating under the Constitution of the State of Texas, (referred to hereafter as "Lessee"), with Lessee's Financial Office being located at Wise County Auditor's Office, situated in Decatur, TX, with physical address being 207 North Church Street, Decatur, Texas and mailing address of P.O. Box 899, Decatur, Texas 76234. In consideration of the mutual promises contained in this Agreement, the contracting parties (collectively the "parties") (singular the "party") agree as follows:

### **ARTICLE 1**

#### **LEASE AND TERM**

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the copy machine(s) (the "Copy Machine(s)"), referred to within this Agreement as the Copy Machine(s), being more particularly described and listed on the Schedule(s) and/or Exhibits attached hereto and made a part hereof. Lessee's execution of this Agreement and signatory of the associated attached Schedule or Schedules, by its authorized representative, shall constitute Lessee's authorization to Lessor to lease the Copy Machine(s). This Agreement shall become effective with respect to each Copy Machine(s) on the date that the copy machine is tendered by Lessor and unto the possession of Lessee. This Agreement shall continue for the term specified on the attached Schedule(s) unless terminated earlier by Lessee under those terms and conditions provided within ARTICLE 5; subsection 5.01 of this Agreement.

### **ARTICLE 2**

#### **COPY MACHINES**

##### **Substitution**

2.01. Lessor agrees to furnish to Lessee a substitute copy machine at no extra charge for any Copy Machine, that does not, in Lessee's sole opinion, function properly or which a technician is unable to effectively repair. The substitute Copy Machine will be as nearly as practicable the same size and appearance as the Copy Machine, except that no special painting, lettering, or other alterations need be made. The substitute Copy Machine will be furnished to Lessee in a timely manner and delivered to the place at which the Copy Machine

was disabled. Lessor's failure to furnish a substitute Copy Machine within a reasonable time, when obligated to do so, shall cause the charges applicable to the inoperable Copy Machine to abate until said Copy Machine is returned to Lessee's service or until a suitable substitute is tendered to Lessee's possession. A substitute Copy Machine shall be subject to all of the terms and conditions of this Agreement while in Lessee's service and possession.

### **Title to Copy Machines**

2.02. Title to all Copy Machine(s) leased under this Agreement, and any Agreement amendment and/or renewal terms agreed by the parties hereafter (if any), shall be and remain to Lessor, and Lessee shall acquire no right, title, equity, or other interest in the Copy Machine(s) under the terms and conditions of this Lease.

### **Registration**

2.03. All Copy Machine(s) leased under this Agreement, Agreement amendment or any sublease, shall at all times remain under the roistered ownership of Lessor.

## **ARTICLE 3**

### **PAYMENTS BY LESSEE**

#### **Rent**

3.01. Lessee agrees to pay Lessor for each Copy Machine(s) the Total Rental designated on the attached Schedule(s). Rental payments shall be made at Lessor's place of business or at any other place of business as Lessor or its assignee of the rent may direct, monthly, on the last day of the month.

#### **Licenses and Taxation**

3.02. All taxes and license charges levied on, or assessed against, Copy Machine(s) leases under this Agreement shall be borne by Lessor, including taxes and license charges levied or assessed by any tax or licensing authority on account of ownership, lease, or operation of the Copy Machine(s) during the term of the lease.

## **ARTICLE 4**

### **OPERATION AND MAINTENANCE**

#### **Lessee to Provide Maintenance**

- 4.01. Lessor agrees to provide the following at Lessor's old expense:
- (a) All toner or other products that are necessary and/or required for proper and efficient operation of the Copy Machine(s).
  - (b) Service, maintenance and repairs, including all labor and parts that may be required to keep the Copy Machine(s) in good operating condition.
  - (c) The Maintenance Agreement will include 10,000 copies monthly, \$.0125 per copy over 10,000 copies monthly.

## **ARTICLE 5**

### **TERMINATION**

5.01. Lessee may terminate this Lease before the expiration of the termination date of its term (being 11:59 p.m. April 1, 2016) or before expiration of the termination date of subsequent renewal terms (if any) (being 11:59 p.m. April 1, of each subsequent year's anniversary of the initial term's delivery date to Lessee of April 2, 2015), by giving Lessor at least sixty (60) days prior written notice.

## **ARTICLE 6**

### **GENERAL PROVISIONS**

#### **Parties Bound**

6.01. This Agreement shall be binding on, and inure to, the benefit of the contracting parties and their respective heirs, successors, legal representatives, and assigns, when permitted by this Agreement. Lessee must promptly notify Lessor in writing before any substantial changes in ownership or any material disposition of the assets of Lessee's business.

### **Notices**

6.02. All notices, consents, waivers, or other communication, except invoices, required under this Agreement shall be sent by certified mail, return receipt requested, and shall be deemed to have been given when mailed to the parties at their respective addresses as set forth above or when mailed to the last address provided in writing to the other party by the addressee.

## **ARTICLE 7**

### **LEGAL CONSTRUCTION**

#### **Governing Law**

7.01. This Agreement is to be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are to be performed in Wise County, Texas.

#### **Entire Agreement**

7.02. This Agreement and the attached Schedule(s), incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties with respect to its subject matter. The terms and conditions of this Agreement shall prevail notwithstanding any variance in this Agreement from the terms and conditions of any other document relating to this transaction, whether prepared and submitted by Lessor or by Lessee.

#### **Effect of Partial Invalidity**

7.03. In case any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be valid, binding and effective as if the invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

#### **Headings**

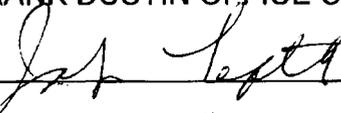
7.04. The headings and subheadings of the various Articles and Paragraphs of this Agreement are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the Article and Paragraph so designated.

**Effective Date**

7.05. This contract is executed on the date hereinbelow and within Schedule "A", attached hereto and made a part hereof, but the parties acknowledge and agree this Agreement shall be and for all purposes effective as of April 2, 2015 (the "Effective Date").

**LESSOR**

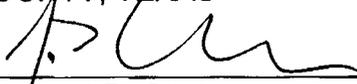
FRANK DUSTIN OFFICE SUPPLY, INC.

By 

Printed Name Johnny Lefrancq

**LESSEE**

WISE COUNTY, TEXAS

By 

Printed Name J.D. Clark

Date: 2-25-15

SCHEDULE A – COPY MACHINE LEASE

UNIT NUMBER: \_\_\_\_\_

Located in the office of Wise County District Judge's Office

COPY MACHINE LEASE DATED: APRIL 2

Year: 2015

Make: Copystar CS-5501i Copier With Fax

Serial Number: \_\_\_\_\_

Monthly Rental Fee: \$264.00 Machine + \$27.00 Fax = \$291.00

Delivery Date: \_\_\_\_\_

**Lease Term:** The initial term of this Lease will commence with an Effective Date of April 2, 2015 and terminate 11:59 p.m., April 1, 2016. Unless terminated early by Lessee as provided under ARTICLE 5; subsection 5.01 herein, a subsequent twelve (12) month renewal term will immediately commence on April 2, 2016. This Agreement may then renew annually for four (4) consecutive additional twelve (12) month periods if mutually agreed by both parties thirty (30) days prior to the Effective Date of each renewal term (if any). In any event, Lessee has the option to terminate this Lease or subsequent renewal lease terms (if any) under the terms and conditions provided under said ARTICLE 5; 5.01 of this Lease Agreement.

This Schedule is agreed to as being effective on April 2, 2015 (the "Effective Date"), and is attached to, and incorporated as, an integral part of that certain COPY MACHINE LEASE AND SERVICE AGREEMENT between the parties dated April 2, 2015.

**LESSOR**

FRANK DUSTIN OFFICE SUPPLY, INC.

By [Signature]

Printed Name Sunny Loftin

**LESSEE**

WISE COUNTY, TEXAS

By [Signature]

Printed Name JD Clark

**DUSTIN OFFICE MACHINES**105B East California  
Gainesville, TX 76240**FULL COVERAGE MAINTENANCE AGREEMENT**

It is agreed that DUSTIN OFFICE MACHINES is authorized to furnish Maintenance Service on business machines in order to keep them in satisfactory condition and prolong their operating efficiency. The model(s) and serial number(s) are listed below. This Maintenance Service to consist of the following:

1. ALL PARTS AND LABOR necessary to keep equipment in proper operating condition at NO CHARGE. Repairs caused by accident, abuse, reconditioning, alteration, or electronics damaged by electrical power surges, or electrical current fluctuations are not covered under the normal conditions of this service agreement.
2. Emergency service calls are restricted to regular business hours.
3. If machine is required to be taken from customer's office, a loan machine will be furnished upon request at no charge.

THIS AGREEMENT WILL REMAIN IN FORCE UNTIL CANCELED BY EITHER PARTY BY WRITTEN NOTICE TO THE OTHER. IT WILL BE CHARGED AUTOMATICALLY EACH YEAR.

NAME: WISE COUNTY ADULT PROBATION

ADDRESS: P.O. 899 - DECATUR, TX 76234

SERIAL NO.	MODEL NO.	TYPE OF MACHINE	PRICE
11890907	KOBRA 400	SHREDDER	\$450.00
13560105	KOBRA 400	SHREDDER	<u>\$450.00</u>
		TOTAL	\$900.00

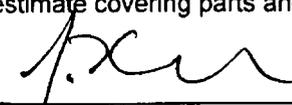
For the above Maintenance Service, we agree to pay DUSTIN OFFICE MACHINES, in advance, the sum of \$900.00 yearly.

The above agreement is to remain in force from 04-04-2015 to 04-04-2016 and will be renewed from year to year at the then current yearly rate until canceled by either party in writing.

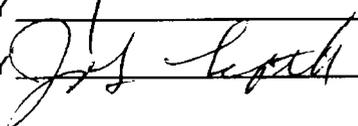
The above service agreement is void if machines are serviced by any other than those employed by DUSTIN OFFICE MACHINES.

FULL COVERAGE AGREEMENT EXPIRES WHEN MACHINE REACHES SIX YEARS OF AGE if renewed each year at the then current yearly rate. After this date when in the Company's opinion, an overhaul becomes necessary, an itemized estimate covering parts and labor will be presented by approval before work is started.

WISE COUNTY ADULT PROBATION

BY 

DUSTIN OFFICE MACHINES

BY 

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# Invoice

**QueTel Corporation**  
14100 Sullyfield Circle  
Suite 700  
Chantilly, VA 20151  
703-318-6836

DATE	INVOICE #
2/11/2015	13744

**BILL TO:**  
Wise County Sheriff's Office  
Accounts Payable  
P.O. Box 899  
Decatur, TX 76234

**SHIP TO:**  
Wise County Sheriff's Office  
Attn: Property and Evidence  
200 Rook Ramsey Drive  
Decatur, TX 76234

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
RENEWAL	Due on receipt	GR	2/11/2015	US Mail		502GRSS074

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Software Supp	Annual Software Support Agreement - October 1, 2014 through September 30, 2015	5,584.00	5,584.00
		Out-of-state sale, exempt from sales tax	0.00%	0.00

**TOTAL** \$5,584.00

2015-02-11 10:00:00 AM

## **QUETEL SOFTWARE SUPPORT AGREEMENT**

**This Software Service Agreement** (the "Agreement") is entered into by QueTel Corporation ("QueTel"), a Virginia Corporation, and Wise County Sheriff's Office ("Client"), located at the following address:

200 Rook Ramsey Drive  
Decatur, TX 76234

The parties hereto, intending to be legally bound in consideration of the mutual agreements, covenants and promises contained herein, do hereby agree as follows:

### **TERMS OF AGREEMENT**

The terms of this Agreement shall commence on October 1, 2014 and expire on September 30, 2015. The cost of this agreement shall be \$5,584.00 to be paid by Wise County Sheriff's Office to the QueTel Corporation. At the end of this Term, The Term will be automatically renewed for successive twelve-month periods at the rate of \$5,584.00 per year to be paid by the Wise County Sheriff's Office to the QueTel Corporation. Either party at the end of the Term or any renewal period can cancel this Agreement with respect to all or any of the Software by giving the other party a 60-days written notice. QueTel may, in addition, cancel the Agreement with respect to any Software that, in its good faith judgment has become excessively abused, modified by other than QueTel personnel, or obsolete, and return any unused funds to the Wise County Sheriff's Office. All written notices given pursuant to this Section shall include the serial number of the software under warranty.

### **SERVICE OBLIGATIONS**

Subject to the terms of this Agreement, QueTel shall use its best efforts to diagnose any software provided by QueTel in conjunction with the 100% Browser Evidence Management System, known as Evidence TraQ, that malfunctions under normal use. Malfunctions which, in QueTel's good faith judgment, are due to Wise County Sheriff's Office's sole negligence, operation error, abnormal use, or alternation or repairs not performed or authorized by QueTel, may be repaired by QueTel, and the Wise County Sheriff's Office agrees to pay for such services at QueTel's current time and material rates. At the Wise County Sheriff's Office's request, QueTel may provide additional services, which are not covered by this Agreement and materials.

Technical support hours will be 8:00 a.m. to 5:00 p.m. (EST) Monday through Friday, QueTel holidays excluded. Service provided outside of these hours, at the request of the Wise County Sheriff's Office, shall be charged and billed additionally at QueTel's current time and material rates. QueTel will observe

the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day and Christmas Day. QueTel may change these holidays upon 60-days written notice to the Wise County Sheriff's Office.

If at any time the Wise County Sheriff's Office shall be in breach of its obligation to pay any amount due under this or any other agreement between Wise County Sheriff's Office and QueTel, QueTel's obligation under this Agreement to repair software shall be suspended until such time as all required payments have been made.

If at any time the Wise County Sheriff's Office proposes to have covered by this Agreement any software previously removed from Agreement, QueTel may, at its option, inspect and if necessary, repair or update any such items which do not meet acceptable performance standards, as may be defined by QueTel, prior to the commencement of this Agreement with respect to such items. Wise County Sheriff's Office agrees to pay for such repairs at QueTel's then prevailing time and materials rates.

To provide the most responsive service, the Wise County Sheriff's Office should have either a VPN or the ability to connect to QueTel through our secure Web site. This permits our Web-based, real-time Server side remote access and support from QueTel's Technical Support Staff to diagnose and resolve issues that might arise with the Agency's TraQ application.

In addition, QueTel strongly recommends that the Wise County Sheriff's Office purchase and use an uninterruptable power supply (UPS), designed to maintain power to the PC or server in event of a power failure. Absent an UPS, it is likely that a power failure will damage files and destroy data that will be costly to recover or collect and enter again.

#### **Additional Charges (if applicable)**

QueTel may, if requested and agreed upon by the Wise County Sheriff's Office, perform services outside the scope of this Agreement. All additional Service Charges will be invoices within 10 days of the performance of such additional services. Any additional Service Charges will be invoiced with ten (10) days of the performance of such additional services. Any additional services rendered by QueTel, including, but not limited to repair or restoration of files, helping diagnose equipment problems or conflicts between QueTel's software and other peripherals, or enhancements will be invoiced as they occur. All invoices shall be due and payable at QueTel's office in Chantilly, VA, within thirty (30) days of the date of the invoice.

**LIMITATION OF QUETEL LIABILITY**

QueTel shall not be responsible or liable for any failure to perform thereunder if such failure is caused by acts of God, strikes or labor disputes, failures of transportation, fire or flood or other casualties, which are beyond circumstance for any incidental or consequential damages or any damages for negligence, with respect to any software held under this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the day and year first above written:

AGREED:

Wise County Sheriff's Office  
Client

By: \_\_\_\_\_  
Authorized Individual

\_\_\_\_\_  
Authorized Individual Name (Typed/Printed)

Date: \_\_\_\_\_

ACCEPTED:

QueTel Corporation  
14100 Sullyfield Circle, Suite 700  
Chantilly, VA 20151

By: Robert O. Wagner, Jr.  
QueTel Representative

Robert O. Wagner, Jr.  
QueTel Representative (Typed/Printed)

Date: February 20, 2015

Ne/f

# **FULLY EXECUTED**

**February 23, 2015**

**(Previously Approved-fully signed copies provided to County Clerk)**

- 1. Ritchie Brothers Auction**
- 2. Chase Paymentech-District Clerk and County Clerk**
- 3. Martin Marietta Rock Purchase**



TERMS AND CONDITIONS OF THE CONTRACT TO AUCTION

1. Owner and Auctioneer agree:
  - (a) Owner authorizes Auctioneer to (i) carry out title searches in respect of the Equipment at the expense of Owner, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search; (ii) contact creditors to determine amounts claimed against the Equipment;
  - (b) Auctioneer may carry out the auction in accordance with its usual procedures, and in particular may group various parts of the Equipment into such lots as it sees fit.
  - (c) Auctioneer is constituted as an agent only of Owner and not a principal in the sale of the Equipment;
  - (d) Neither Owner, nor any person, or corporation affiliated with, acting as agent for, or for the benefit of, Owner shall bid on the Equipment at the auction; In the event Owner is in violation of this provision, the equipment shall be deemed not sold, the provisions of paragraph 1 (k) shall apply and in addition to any other remedies hereunder the Owner shall pay to Auctioneer as commission upon resale, an amount equal to twenty percent (20%) of the bid price;
  - (e) Owner shall deliver to Auctioneer ten (10) days prior to the date of the auction: all documents evidencing Owner's title to the Equipment, all documents required to transfer title to the Equipment to any purchaser, properly endorsed and, where ownership of the Equipment or any part thereof is capable of, or required to be, registered, all properly endorsed documents necessary to permit purchaser to register ownership. Owner acknowledges that without such documents the sale price of the Equipment is expected to be less than that obtained if the documents were provided. Should the Auctioneer be required to purchase titles on the Owner's behalf, the Auctioneer shall be entitled to interest on advanced amounts at a rate of US Bank prime plus 2%. Owner nominates and appoints Auctioneer its true and lawful Attorney to sign, execute and deliver on its behalf all documents required to transfer title and permit registration of ownership of the Equipment by purchaser thereof in the event that such documents have not been delivered as required;
  - (f) Owner shall:
    - (i) be responsible for any loss or damage to the Equipment, other than loss or damage resulting solely from the negligence of the Auctioneer or its employees, until the earliest of
      - (A) the removal of the Equipment from the auction site by the purchaser, or
      - (B) receipt by Owner of all proceeds from the sale of the Equipment;
    - (ii) insure the Equipment to its full insurable value against all perils so that in the event of damage to or destruction of the Equipment or any part thereof, all insurance proceeds shall be credited to the gross proceeds of the auction and payment made to Auctioneer forthwith for
      - (A) commission, based on the fair market value as determined by Auctioneer of the damaged or destroyed Equipment immediately prior to such damage or destruction,
      - (B) repayment of all cash advances, if any, made by Auctioneer to or on behalf of Owner together with interest thereon, and
      - (C) reimbursement of all out-of-pocket costs for refurbishing or repairs done by Auctioneer prior to the damage or destruction.
  - (g) (i) Auctioneer may make payments on account of any registered or unregistered charges, liens, taxes or other interests claimed by any person or authority in respect of the Equipment, whether or not disclosed on page 1 hereof, in order to clear title to the Equipment, and
    - (ii) ~~Owner shall indemnify and save harmless Auctioneer and any purchasers of the Equipment against any and all loss, costs (including attorney's fees) or damages occasioned by such claims.~~ JDC CA
  - (h) Owner shall not withdraw the Equipment or any part thereof from the auction sale. If Owner is in breach of this provision, in addition to other damages which may be assessed, Owner shall pay to Auctioneer all amounts Auctioneer would otherwise be entitled to pursuant to paragraph 2 hereof, based upon the fair market value of the withdrawn Equipment (as determined by Auctioneer). If such breach occurs within 40 days of the auction it may damage Auctioneer's business reputation and customer relations and Auctioneer will not be made whole by monetary recompense. In such event Auctioneer may, at its' sole option, obtain an order for specific performance and Owner will not object;
    - (i) Owner authorizes Auctioneer to utilize any part of the Equipment in setting up the auction;
    - (ii) ~~Owner indemnifies and saves harmless Auctioneer against all suits, actions, costs or charges whatsoever arising from any representations contained herein or from any breach of Owner's obligations, including but not limited to, any inaccuracy in the description of the Equipment or any contamination resulting from any leakage, spills or malfunction of the Equipment.~~ JDC CA
  - (k) Auctioneer may, if it deems necessary, re-auction any part of the Equipment not sold or not paid for at the auction and Owner hereby acknowledges that no monies shall be payable by Auctioneer in respect of any part of the Equipment until such part of the Equipment has been paid for in full by the purchaser thereof;
  - (l) the auction will be without reserve, the Equipment will be sold to the highest bidder and there will be no guarantee whatsoever by Auctioneer as to the gross proceeds to be realized from the sale of the Equipment;
  - (m) Owner will comply with all laws relating to the sale of the Equipment;
  - (n) Auctioneer shall have a lien and charge upon the Equipment and shall be entitled, in addition to all its rights under law, to seize and retain possession of the Equipment as security for, and/or sell the Equipment to recover, all sums owing to Auctioneer hereunder. Auctioneer shall have the right, at its sole option, to register such lien under any personal property security or other laws as may be in effect;
  - (o) Auctioneer may, at its sole discretion, in conjunction with the unreserved public auction, offer certain lots to registered bidders using its proprietary online bidding service, or through its silent "timed auction lot" system; however Auctioneer shall not be liable for any claims or costs arising from its decision to utilize such technologies or from its failure to do so.
2. Owner irrevocably assigns to Auctioneer all amounts due pursuant to this Contract and Auctioneer shall apply all amounts collected from the sale of the equipment as follows:
  - (a) As payment to, and reimbursement of, the Auctioneer for those amounts allowed by this Contract;
  - (b) For payments to lien holders or others as allowed by 1(g)(i) and/or 1(g)(ii) above;
  - (c) As payment to Auctioneer for outstanding accounts for purchase made by the Owner pursuant a Bidder's Registration Agreement for this or any other auction;
  - (d) Balance, if any, will be mailed to the Owner, by prepaid post or as otherwise instructed in writing, on or before the twenty-first (21st) day following the auction.
3. The Auctioneer shall have the right, at its discretion, to (i) withdraw from this Contract and its obligations hereunder shall be unenforceable by Owner, or (ii) rescind the sale of the Equipment to a purchaser in whole or in part if there is insufficient equity in the Equipment to pay those amounts allowed by this Contract or the Owner is in breach of any of its representations and warranties hereunder; however, notwithstanding the foregoing, in the event the Equipment is sold, Owner shall pay to Auctioneer any deficiency arising in the event gross proceeds collected from the sale of the Equipment are insufficient to allow payment of those amounts. Auctioneer has the right to submit any amounts due and owing from the Owner under the Contract to a collections agency.
4. ~~Should Auctioneer be required to participate in any action to either enforce the terms of this Contract or as a result of other activities of Owner, Auctioneer shall be entitled to recover all its costs including lawyer's fees.~~ JDC CA
5. Owner authorizes Auctioneer to use Owner's name, trademark or logo in advertising the auction.
6. Owner acknowledges that Auctioneer may charge purchasers an administrative fee based on the selling price of each lot.
7. This Contract, which may be amended only in writing, constitutes the entire agreement and takes the place of prior contracts or understandings between the parties and inures to the benefit of and is binding upon their heirs, executors, administrators, successors and assigns. JDC CA
8. This Contract is subject to and governed by the laws of the State of ~~Washington~~ TEXAS. Any disputes arising from or relating to this Contract shall be resolved in a court of competent jurisdiction in: (a) any state in which the Owner has a place of business, assets, or agent for service of process; or (b) ~~King County, Washington~~ Wise County, TX. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts. JDC CA
9. Information provided in this Contract shall be retained by the Auctioneer in accordance with its formal Privacy Statement, available at [www.rbauction.com](http://www.rbauction.com).
10. Receipt by Auctioneer via facsimile of a signed copy of this Contract shall, upon acceptance by Auctioneer, be considered binding on both parties.

I solemnly declare that I am (the agent of) the Owner of the Equipment set out on the reverse hereof and as such have knowledge of the matters set out in this Contract to Auction and that the representations and warranties made herein are accurate, complete and have been made for the purpose of inducing the Auctioneer to accept the engagement for the sale of the Equipment.

Made this 10th day of February, 2015  
at Wise County in the State of Texas

[Signature] (Signature) JD Clark (Print Name)

OWNER CODE:





**SUBMITTER MERCHANT**  
**PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

Paymentech, LLC ("*Paymentech*" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join **Tyler Technologies, Inc.** in providing you with state-of-the-art payment processing services. When your Customers pay you through Tyler Technologies, Inc., you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Tyler Technologies, Inc.. You are also required to fill out an Application with Paymentech. The Application provides Paymentech with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Tyler Technologies, Inc. service. We understand and acknowledge that you have contracted with Tyler Technologies, Inc. to obtain Card processing services on your behalf and that Tyler Technologies, Inc. may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

The following information is designed to inform and assist you as we begin our relationship.

**1. Your Acceptance of Cards**

- You agree to comply with all Payment Brand Rules, as may be applicable to you and in effect from time to time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
  - (1) Accept *all* types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards;
  - (2) Accept *only* Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or
  - (3) Accept *only* Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your Customer for the goods and/or services to be charged to the Customer's Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

**2. Settlement**

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Tyler Technologies, Inc.. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

**3. Chargebacks**

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
  - (1) You do not issue a refund to a Customer upon the return or non-delivery of goods or services;
  - (2) An authorization/approval code was required and not obtained;

Rev 05/12

INTERNAL PAYMENTECH USE  
 Merchant Name: Wise County

Page 1 of 3

Paymentech Contract No. 070725

- (3) The Transaction was fraudulent;
- (4) The Customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or
- (5) The Customer refuses to make payment for a Card sale because in the Customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

**4. Data Security and Privacy**

- By signing below, you represent to us that you **do not** have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Tyler Technologies, Inc.. In the event that you do happen to receive Card Information in connection with the processing services provided by Tyler Technologies, Inc. or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

**5. Funding Schedule**

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.
- Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: First Financial Bank

ABA No.: 111301122

Account No.: 93110004012

Account Name: Wise County Credit Card Account

Reference: \_\_\_\_\_

**6. Definitions**

**"Application"** is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

**"Card"** is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

**"Chargeback"** is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.

**"Customer"** is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

**"Member"** is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

**"Payment Brand"** is any payment method provider whose payment method is accepted by Paymentech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

**"Payment Brand Rules"** are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

**"Card Information"** is information related to a Customer or the Customer's Card, that is obtained by you or Tyler Technologies, Inc. from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

**"Paymentech", "we", "our", and "us"** is Paymentech, L.L.C. a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

**"Security Standards"** are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

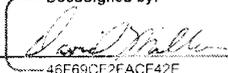
**"Transaction"** is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

**Agreed and Accepted by:**

Wise County  
MERCHANT LEGAL NAME (Print or Type)  
207 North Church St., Decatur, Texas 76234  
Address (Print or Type)  
  
By (authorized signature)  
County Judge, Wise County  
By, Name, Title (Print or Type)  
October 7, 2014  
Date

**Agreed and Accepted by:**

PAYMENTECH, LLC for itself and on behalf of  
JPMORGAN CHASE BANK, N.A.  
DocuSigned by:  
By:   
46F69CF2FACF42E  
Print Name: David Miller  
Title: Managing Director of Credit  
Date: October 20, 2014  
Address: 4 Northeastern Boulevard, Salem, NH 03079

14221 Dallas Parkway, Dallas, Texas 75254 • 4 Northeastern Blvd, Salem, NH 03079-1952  
 Sales Phone (603) 896-8324 • Sales Fax (603) 896-8701



www.chasepaymentech.com

1 COMPANY INFORMATION						
Federal regulations require that we collect and retain for our records information to verify merchant identity.						
COMPANY LEGAL NAME:	Wise County			TAXPAYER ID	75-6001203	
REGISTERED TRADE NAME				YEAR BUSINESS STARTED		
PHYSICAL STREET ADDRESS: (NO PO BOX OR PAID MAIL BOX)	207 North Church St.					
CITY	Decatur	STATE	Tx.	ZIP CODE	76234	
PRIMARY CONTACT	Katherine Hudson			TELEPHONE #	940-627-3540	
TYPE OF ENTITY						
<input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC* <input checked="" type="checkbox"/> OTHER: <u>Government</u>						
TYPE OF OWNERSHIP:						
<input type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE <input type="checkbox"/> NON PROFIT                    * IF LLC, TAXED AS: <input type="checkbox"/> DISREGARDED ENTITY <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP						
STATE OF FORMATION	Texas		DATE OF FORMATION (MM/DD/YYYY)			
2 OWNERS						
OWNERS MUST PROVIDE SOCIAL SECURITY NUMBER. EACH OWNER SIGNING AUTHORIZES JPMORGAN CHASE BANK, N.A. AND PAYMENTECH, LLC AS PART OF THIS INVESTIGATION, TO OBTAIN AND REVIEW THIRD PARTY CREDIT BUREAU REPORTS ON SUCH OWNER. OWNERSHIP DETAILS MUST BE PROVIDED FOR EACH INDIVIDUAL OR LEGAL ENTITY OWNER WITH A 10% OR GREATER OWNERSHIP INTEREST. ATTACH ADDITIONAL SHEETS, IF NECESSARY, ALONG WITH SIGNATURES OF ANY OWNER WHO IS AN INDIVIDUAL.						
NAME	Wise County/Sherry Lemon		SOCIAL SECURITY OR TAX ID NUMBER	75-6001203	BIRTHDATE OR DATE OF INCORPORATION	18.56
STREET ADDRESS	200 North Trinity		TELEPHONE NUMBER	(940) 627-3351		
CITY	Decatur	STATE	Tx.	ZIP CODE	76234	
SIGNATURE				PERCENT OWNERSHIP	N/A %	
NAME			SOCIAL SECURITY OR TAX ID NUMBER		BIRTHDATE OR DATE OF INCORPORATION	
STREET ADDRESS			TELEPHONE NUMBER			
CITY		STATE		ZIP CODE		
SIGNATURE				PERCENT OWNERSHIP	%	
3 CERTIFICATION						
I, the undersigned, being an officer/principal of <u>Wise County</u> represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A. ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation.						
SIGNATURE				DATE	10-6-14	
NAME (please print)	Katherine Hudson			TITLE (please print)	(940) 627-3351	
PAYMENTECH INTERNAL USE ONLY						
SUBMITTER NAME	Tyler Technologies, Inc.					

\*Note: Each Merchant is required to submit a W9 with this application, regardless if Paymentech will be utilizing the Submitter's TIN for IRS reporting purposes.



### Material Quotation

North Texas Oklahoma District  
1805 L Don Dodson  
Bedford, TX 76021  
Telephone (214)519-1622

Date: 1/2/2015  
Company: Wise County  
Phone:  
Project ID:  
Location:

Proposal #:  
Attention:  
Fax:  
E-mail:  
City: Wise County

Martin Marietta Materials propose to furnish the materials which are described below for the above referenced project subject to the Terms and Conditions listed herein:

MATERIAL DESCRIPTION	Quantity	Material Price/ton	Freight Price/Ton	Fuel SC %	Fuel Surchage	Total Price/ton	Spread Fee/load
Grade 4 Rock	1,300	\$9.00	\$	0%	\$	\$	9.00

Aggregate price will increase by \$1.00 and cement \$5.00 twelve months after date of this quote and each 12 months thereafter. Delivered pricing is provided for budgetary purposes only. Martin Marietta will make a diligent effort to provide trucking at the rate quoted but cannot be held liable due to trucking rate increases or inadequate delivery performance. In addition, due to increased volume on the BNSF Rail System, Martin Marietta cannot assume liability for any BNSF delays.  
\*Pricing based upon all quoted materials being purchased from Martin Marietta Materials. For individual pricing please contact your sales representative.

**\*\*See Terms and Conditions Note 7**

### Terms and Conditions:

- This quotation will be valid for a period of time extending (30) days from the date set forth above. In order to make it a binding agreement, the Customer must accept all of its terms by signing and returning a copy to Martin Marietta within that period of time. Any quotation that is not signed and returned within thirty (30) days will lapse.
- If the terms of this quotation are accepted, it will constitute an agreement under which Martin Marietta will sell the products shown to the Customer and the

Customer will purchase such products from Martin Marietta for the prices indicated over the next following 6-month period of time if agreed to by the parties in writing. Note: As referenced in item 7) above, pricing may vary due to freight, fuel, surcharges or changes to base rates. TH JK

3. All products will meet the written specifications of the project referenced above, or, if no project is referenced, the customary specification of Martin Marietta for such products. No other specification will apply, including those relating to moisture. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

4. All products will be delivered FOB at the particular facility of Martin Marietta indicated above, or as otherwise shown. Deliveries will occur in a manner that conforms to customary industry practice. If deliveries are to occur at a jobsite, a safe and secure delivery area must be provided by the Customer.

5. The Customer will be responsible for all completion and other preparatory work required at the jobsite prior to the placement of the products shown. Martin Marietta will not be responsible for any problems that may arise if such preparatory work is not properly performed.

6. The prices set forth above are based upon the provisions of this quotation and the customary production and delivery practices of Martin Marietta. If the Customer hereafter requests action by Martin Marietta that is not customary, Martin Marietta will attempt to accommodate the request, subject to the following:

A. If the Customer requests delivery FOB at the jobsite in trucks or trailers that are different from customary tractors with end or bottom dump trailers, Martin Marietta will attempt to comply with such request and, if successful, will add the then standard prices of Martin Marietta for such trucks or trailers to the purchase price.

B. If the Customer requests deliveries of products at night or on weekends or holidays, Martin Marietta will attempt to comply with such requests, subject to sufficient advance notice and a prior agreement with the Customer regarding additional charges for such services that will be added to the purchase price.

7. All pricing provided is FOB Martin Marietta Materials facility indicated. Delivery pricing is provided as an indication of delivery cost at the time of bid. MAMM makes no guarantees as to the cost or availability of delivery at the time of this quotation. Delivery pricing will be negotiated with successful bidder upon project delivery commencement however, MAMM cannot guarantee truck availability or firm haul rates during the duration of the quoted project even after commencement.

Material pricing from all MAMM Rail Facilities is subject to Rail Fuel Surcharge (RFS). PLEASE SEE ATTACHMENT A for RFS starting @ 4.00/gal. For estimating purposes, the haul rate on this quotation would have a TFS of 1.25% for every \$110 of increase above \$4.00/gal on the first Monday of the month. The determination of any TFS increase will be established from the average diesel price of the Gulf Coast States as reported at [www.kimballdata.com](http://www.kimballdata.com) weekly retail on highway diesel prices. Demurrage charges will begin after the first hour of waiting at the delivery site and will be \$50/hour per truck charged at 30 minute increments.

8. The credit of the customer must be approved by Martin Marietta prior to delivery of any products. If approved, all payments will be due within 30 days.

9. All deliveries of products are subject to delays that may be experienced by Martin Marietta in connection with adverse weather conditions, strikes, war, governmental or court action, mechanical failures, inventory shortages, rail or truck transportation, and other similar events.

10. The Customer will be responsible for any taxes covered as a result of the sale of products hereunder unless the Customer provides Martin Marietta with a valid tax exemption certificate or other documentation properly indicating that such taxes should not be collected.

11. These terms shall control the sale and purchase of the products shown and, when this quotation is fully signed, will constitute the entire agreement. They may not be modified or altered in any way unless approved in writing by an authorized representative of Martin Marietta. Any acceptance by the Customer that changes or adds to these terms will not be effective.

By: Jason Stowell  
Senior Sales Representative

By: JK  
Date: 2/10/15