

CS-11-157

# CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.**

**CM1835**

## CONTRACTOR INFORMATION

Name: Big Truck Rental, LLC

Address: 1039 S. 50<sup>th</sup> Street, Tampa, Florida 33619

City State Zip

Contractor's Administrator Name: Mark Rentschlar Title: Opt. & Sales Manager

Tel#: 813-261-0820 Fax: 813-261-0821 Email: mark@bigtruckrental.com

## CONTRACT INFORMATION

Contract Name: Rental Agreement Contract Value: \$6,400.00

Brief Description: One month rental of a 2012 Mack Granite Roll Off Truck

Contract Dates : From: Feb. 2013 to March 2013 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other Quotes

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |  |                |                                    |
|----|--|----------------|------------------------------------|
| 1. | <u>[Signature]</u>                         | <u>2/22/12</u> | 50% Acct.# 70357534-544000 \$3,200 |
|    | Department Head Signature                  | Date           | Funding Source/Acct #              |
| 2. | <u>Charlotte Young</u>                     | <u>2/22/12</u> | 50% Acct.# 70369534-544000 \$3,200 |
|    | Contract Management                        | Date           |                                    |
| 3. | <u>[Signature]</u>                         | <u>2/23/12</u> |                                    |
|    | County Attorney (approved as to form only) | Date           |                                    |
| 4. | <u>[Signature]</u>                         | <u>2.23.12</u> |                                    |
|    | Office of Management & Budget              | Date           |                                    |

Comments: \_\_\_\_\_

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 2/23/12

Ted Selby Date

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

RECEIVED  
CONTRACT MANAGEMENT  
2012 FEB 24 AM 10:27

RECEIVED  
OFFICE OF CLERK OF COUNTS  
NASSAU COUNTY FLORIDA  
12 FEB 23 PM 4:05

12 FEB 27 PM 1:28



Reset Form

Print Form

Truck ID: **MIB 249**

Photos: \_\_\_\_\_

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

**02/16/12****SUPPLEMENTAL RENTAL AGREEMENT****BIG TRUCK RENTAL, LLC**1039 S. 50th Street ♦ Tampa, FL 33619  
**Administrative Office**

Phone: (813) 261-0820 • Fax: (813) 261-0821

Customer #:

Contact Name: **Edward Diden**Ordered By: **Edward Diden**Company Name: **Nassau County Solid Waste Department**Address: **46026 Landfill Road Callahan, FL 32011**Phone: **(904) 548-4971**

Fax: \_\_\_\_\_

Alt. Phone: \_\_\_\_\_

PO/Job #:

Job Location: **46026 Landfill Road Callahan, FL 32011**Delivered By:  BTR  Customer  Other:

Date/Time Shipped: \_\_\_\_\_

Returned By:  BTR  Customer  Other:

Date/Time Shipped: \_\_\_\_\_

VEHICLE SERIAL #	TAG #	EQUIPMENT DESCRIPTION	RENTAL TERMS	RENTAL RATE
1M2AX04C4CM013881		2012 Mack Granite Roll Off	4 Weeks	\$5,900.00
RENTAL PERIOD		HOURS OUT/IN		MILEAGE OUT/IN
From: <b>02/23/12</b>		Out: <b>New</b>		Out: <b>New</b>
To: <b>03/20/12</b>		In:		In:

**NOTE:** See Master Rental Agreement (Section 2) for allowance of hours under Rental Term.**Notes/Explanation of additional costs:**

\*Security Deposit will be returned within five (5) days of the return of the Vehicle, less any rental charges or damage assessments.

\*\*Transport is round trip to Tampa, FL

\*\*\*Customer has option to transport.

Rental Amount	\$5,900.00
Sales Tax	
Additional Costs	
<b>SUBTOTAL</b>	<b>\$5,900.00</b>
Transportation Costs	\$ 500.00
Security Deposit*	
<b>TOTAL DUE</b>	<b>\$6,400.00</b>

**RENTAL REMINDERS**

- **MASTER RENTAL AGREEMENT:** This document supplements the Master Rental Agreement which Customer signed and is subject to all provisions therein.
- **INSURANCE:** This Supplemental Rental Agreement utilize the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.
- **RENTAL RATE:** Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.
- **MAINTENANCE:** Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer.
- **DAMAGE:** Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs.
- **TIRES:** As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.
- **FUEL:** Short term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.
- **GOVERNMENT:** All trucks rented from Big Truck Rental are owned by and operate under DOT numbers assigned to Big Truck Rental. Customer shall not cover or remove any truck identification. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below. **DRIVER'S LICENCE INFORMATION IS MANDATORY FOR RENTAL.**

Customer Signature:

Customer Name:

Social Security No.

Driver's License No and State Issued:

Credit Approved By:

Date Credit Approved:

Deposit Received (Amount &amp; Date):

Date Prepared:

Customer #: \_\_\_\_\_

Date: 02/16/12

**MASTER RENTAL AGREEMENT**  
**BIG TRUCK RENTAL, LLC**  
**1039 S. 50th Street, Tampa FL 33619**  
*Phone: (813) 261-0820 · Fax: (813) 261-0821*

*Customer's Information*

Customer Name: Nassau County Solid Waste Department

Address: 46026 Landfill Road Phone: (904) 548-4971

City, State Zip: Callahan, FL 32011 Fax: (904) 879-6323

Primary Contact: Edward Diden Phone: (904) 548-4971 Fax: (904) 879-6323

Primary's Cell: (904) 753-1340 Primary's Email: ediden@nassaucountyfl.com

Alternate Contact: Becky Phone: (904) 548-4971 Fax: (904) 879-6323

Alternate's Cell: \_\_\_\_\_ Alternate's Email: bdiden@nassaucountyfl.com

**BILL TO:**

Company Name: Nassau County Solid Waste Department

Address: 46026 Landfill Road Callahan, FL 32011

Phone: (904) 548-4972 Fax: (904) 879-6323

*Terms and Conditions*

This Master Rental Agreement ("Master Agreement") is between BIG TRUCK RENTAL, LLC, a Florida limited liability company, ("Big Truck Rental") and the customer named on the first page of this Master Agreement ("Customer"). Big Truck Rental and Customer shall sometimes be collectively referred to as the "Parties." This Master Agreement provides the basic terms of every rental contract between Big Truck Rental and Customer, however, the specifics of each rental contact shall be found in the Supplemental Rental Agreement(s) ("Supplemental Agreement(s)") or the Rental Extension Agreement(s) ("Extension Agreement(s)"). All capitalized terms are defined herein or in the Supplement Agreement or Extension Agreement.

1. ***Vehicles Covered:*** Big Truck Rental agrees to rent to Customer and Customer agrees to rent from Big Truck Rental certain vehicles (the "Vehicle(s)") subject to all terms, conditions and provisions set forth herein.

2. **Payment of Rental:** Customer agrees that it will pay the rental rate and other charges as set forth in the Supplemental Agreement(s) and Extension Agreement(s) (the "Rental Charges"), including, but not limited to, time, mileage, fuel, service, transportation, delivery, pick-up and all other charges, in advance on the day specified. In addition to the Rental Charges, Customer shall pay and/or reimburse Big Truck Rental for any sales tax, use tax, personal property tax, license fee, registration fee or fees levied or based upon the rental, use or operation of the Vehicle. During the term of this Master Agreement, the rental rate set forth in the corresponding Supplemental Agreement or Extension Agreement (the "Rental Rate") shall entitle Customer to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use, calculated in the following manner: more than 50 hours per week but less than 80 hours per week, Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; 80 or more hours per week, Customer shall pay an additional charge equal to one (1) times the Rental Rate. All Rentals Charges shall be paid by Customer to Big Truck Rental at its address set forth in the Supplemental Agreement or Extension Agreement or in such other manner or at such other place as Big Truck Rental notifies the Customer. Customer shall make all payments under this Master Agreement, all Supplemental Agreements and Extension Agreements without set-off, counterclaim or defense.

3. **Security for Customer's Performance:** Concurrently with the execution of this Master Agreement, Big Truck Rental may demand delivery of a valid credit card account (the "Credit Card Account") to secure the performance by the Customer of its financial obligations under this Master Agreement, Supplemental Agreement(s) and Extension Agreement(s). Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in an amount equal to one (1) times the Rental Rate as additional Security Deposit for Customer's obligations on each vehicle rented, which amount shall be credited to the Credit Card Account within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. Additionally, Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in the event of default, loss, damage or other occurrence of default, including, but not limited to, failure to pay the Rental Charges, notwithstanding Big Truck Rental may avail itself of any other available remedies hereunder.

4. **Big Truck Rental's Disclaimer of Warranty; Customer's Obligations Unconditional:** THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY BIG TRUCK RENTAL TO THE CUSTOMER, EXCEPT AS CONTAINED IN THIS MASTER AGREEMENT OR ANY SUPPLEMENTAL AGREEMENT OR EXTENSION AGREEMENT, AND BIG TRUCK RENTAL SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLE, OR BY THE FAILURE OF THE VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE RENTED UNDER THIS AGREEMENT. CUSTOMER HAS INSPECTED AND IS FULLY FAMILIAR WITH THE VEHICLE AND ACCEPTS THE VEHICLE "AS IS" AND "WITH ANY AND ALL FAULTS". NO DEFECT IN OR UNFITNESS OF THE VEHICLE AND NO LOSS OR DAMAGE THERETO AND NO OTHER CONDITION CIRCUMSTANCE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE UNAVAILABILITY THEREOF FOR ANY REASON WHATSOEVER, SHALL RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR RESULT IN THE ABATEMENT OR SUSPENSION OF ANY SUCH OBLIGATIONS, WHICH ARE ABSOLUTE AND UNCONDITIONAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIG TRUCK RENTAL SHALL INCUR NO LIABILITY WHATSOEVER TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN OR CONDITION OF THE VEHICLE OR THE USE, OPERATION OR FUNCTIONING OF THE VEHICLE. In addition to, and without limiting the provisions of this Section, Customer confirms that in entering into this Master Agreement and by accepting each Vehicle rented (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle, and (2) it has not relied on any promise, affirmation, description, or other statement by Big Truck Rental, all of which are superseded by this Master Agreement. Customer authorizes the deletion of any safety equipment and accepts all liability for injury or loss incurred thereby.

5. **Location of the Vehicle; Inspections:** Customer shall keep each Vehicle in Customer's possession and control at Customer's place of business or job site, except that the Vehicle may be moved in the normal course of Customer's business or to such other location to which the Vehicle may be moved with the prior written consent of Big Truck Rental. Big Truck Rental may, without notice to Customer, at any time during normal business hours, enter the premises where any Vehicle owned by Big Truck Rental is located and inspect the same.

6. **Repairs; Maintenance; Use; Alterations:** Customer shall perform and pay for all normal, periodic and other basic service, adjustments, and lubrication of any Vehicle in its control and possession, including, but not limited to: checking the fuel, oil and water levels of the Vehicle before each daily shift, and supplying same; checking cooling system (engine only); and checking tire pressures and battery fluid and charge levels weekly. Customer shall, at its sole expense and cost, keep any and all Vehicles in good repair, condition and working order and furnish, at its sole expense and cost, all labor, parts, materials and supplies required therefor; including performing, or having performed, an A service on each Vehicle, replacing engine oil and filters, every three hundred (300) hours and providing all service suggested by the manufacturer of the Vehicle. Customer will maintain accurate and complete records and logs of all repairs to and maintenance on each Vehicle; Customer will furnish copies thereof to Big Truck Rental and will allow Big Truck Rental to inspect such records and logs at any time during normal business hours. Each Vehicle shall at all times be used solely for commercial or business purposes, and shall be operated in a careful, safe and proper manner and in compliance with all applicable laws, rules, regulations, ordinances and insurance requirements. All Vehicles rented are licensed for travel on the Federal Highways in 48 States. Any and all state or local permits for state or county road use, waste pickup or disposal is the responsibility of the Customer. Any modifications or additions to the Vehicle required by any governmental entity shall be promptly made by Customer at its sole expense and cost. No Vehicle shall be used, operated, or driven (i) to carry person other than the driver, or employees of the Customer, or (ii) to transport property for hire, unless the necessary and applicable permits and licenses have been obtained by Customer which are the sole and exclusive responsibility of Customer. The Vehicles rented under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) are owned by and operate under DOT numbers assigned to Big Truck Rental. No Vehicle identification, of any kind, shall be removed, covered, or defaced in any way. If the Vehicle is used in violation of any part of this Section, or is obtained from Big Truck Rental by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of the Vehicle is and shall be deemed without Big Truck Rental's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated in, who is either the Customer or an authorized operator and employee of Customer. The use of a Vehicle by Customer or its employees shall be at Customer's sole risk and subject to the terms and conditions of this Master Agreement. Without the prior written consent of Big Truck Rental, Customer shall not make any modifications or additions to or changes in any Vehicle except as may be required in order to comply with or under this Section. All modifications or additions to or changes in a Vehicle shall belong to and immediately become the property of Big Truck Rental, without charge or cost to Big Truck Rental, and shall be returned to Big Truck Rental with the Vehicle upon the expiration or earlier termination of this Master Agreement unless Big Truck Rental notifies Customer to remove any of the same, in which case Customer shall promptly do so at its sole expense and cost without causing damage to the Vehicle or impairing its operation in any way. Short term rentals are not subject to the International Fuel Tax Agreement (IFTA). Therefore, all fuel tax and reporting thereof is the responsibility of the Customer. Any violations and/ or fines due to violation of the laws regarding fuel taxes and reporting shall be the sole responsibility of the Customer.

7. **Risk of Loss; Damage:** Customer assumes and shall bear the risk of loss of and damage to any Vehicle from any cause whatsoever, regardless of whether the risk is insured. Customer's failure to perform proper repairs and maintenance, as described in Paragraph 6, shall provide an irrefutable presumption that Customer is liable for any mechanical damage to the Vehicle and that any such mechanical damage is the result of the Customer's failure to maintain. Customer will immediately notify Big Truck Rental of any damage to, or loss,

destruction, or theft of the Vehicle or of any part thereof with the full details of the occurrence. Big Truck Rental documents the condition of the Vehicle(s) rented upon delivery to the Customer, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Customer shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Customer, using only the best parts and materials that are available. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such time as the Vehicle is again operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Customer shall promptly pay Big Truck Rental the purchase price of the Vehicle (the "Termination Payment"); and until such time as Customer makes the Termination Payment, Customer shall continue to be obligated to pay the Rental Charges under and in accordance with Section 2 hereof. Without relieving Customer of its obligation to make the Termination Payment and without deferring that obligation, Big Truck Rental will apply toward the Termination Payment any amounts received by and payable to Big Truck Rental under this Master Agreement or any Supplemental Agreement or Extension Agreement and any payments with Big Truck Rental receives on account of such total loss or such constructive, agreed or compromised total loss under the insurance maintained pursuant to Section 8. Upon receipt of the Termination Payment and performance by Customer of all of its other obligations under the Master Agreement and corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental will transfer and assign to Customer, without recourse, any remaining rights which Big Truck Rental has under such insurance and, to the extent permitted by the insurer in writing, any title and interest which Big Truck Rental has in the Vehicle. Big Truck Rental's transfer of any title and interest in the Vehicle will be "AS IS, WHERE IS", SUBJECT TO THE PROVISIONS OF SECTION 4. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Customer and shall be accessions to the Vehicle and shall belong to and immediately become the property of Big Truck Rental.

8. ***Insurance:*** Until all of Customer's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full, Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000 per occurrence and in the aggregate and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy. The coverage may have only such exceptions as Big Truck Rental approves in writing. The insurance will be maintained only with insurers which are licensed in the state or states in which the Vehicles will be operated and which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers"). Big Truck Rental will be a named insured without liability for premiums and will be the sole loss payee under the insurance. The insurance will provide for prompt written notice to Big Truck Rental of any failure to pay a premium and for at least thirty (30) days' prior written notice to Big Truck Rental of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any of the other terms of the insurance. On the execution of this Master Agreement and at any other time on request by Big Truck Rental, Customer will furnish Big Truck Rental with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicles will be operated confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon Big Truck Rental's request shall provide Big Truck Rental with a true and correct copy of the policy in effect. Customer irrevocably appoints Big Truck Rental as its attorney-in-fact to make claim for and to execute any documents in connection with any claim for, to receive payment of, and to execute and endorse all checks, drafts or other instruments received as payment for any loss, damage or destruction covered by the insurance. Customer will not settle any claim under the insurance without Big Truck Rental's prior written consent, and Big Truck

Rental may settle any claim under the insurance for such amount and on such terms as Big Truck Rental, in its sole and absolute discretion, determines; and Big Truck Rental will incur no liability to Customer by reason of any settlement which it makes. Customer will execute such documents as Big Truck Rental requests to confirm or effect the provisions of this entire Section 8.

9. ***Customer's Indemnity:*** Customer will indemnify and hold Big Truck Rental harmless from any liability loss, damage, cost, expense, fee, fine or penalty (including, without limitation, attorneys' fees as provided in Section 16), regardless of whether the same is also indemnified against by any other person, which Big Truck Rental in any way incurs arising from or in connection with (i) this Master Agreement or any corresponding Supplemental Agreement or Extension Agreement, or (ii) the delivery, possession, use, operation or return of any Vehicle, or (iii) any condition relating to any Vehicle delivered to the possession of customer REGARDLESS OF HOW OR WHEN THE CONDITION ARISES AND REGARDLESS OF WHETHER IT ARISES OUT OF ANY ACT, OMISSION OR NEGLIGENCE OF Big Truck Rental, or (iv) any other matter relating to any Vehicle after the term of this Master Agreement to the extent such matter arises from a condition that arose or a modification, addition or change that was made during the term of this Master Agreement or any extension hereof or at any other time when the Vehicle was in the possession or under the control of Customer, or (v) the failure by Customer to perform any of its obligations under this Master Agreement, Supplemental Agreement or Extension Agreement. Customer will pay any expenses and costs (including, without limitation, attorneys' fees as provided in Section 16) which Big Truck Rental incurs in enforcing or defending (i) any of its rights or remedies under this Master Agreement or otherwise granted to it by law or in equity, or (ii) any provision of this Master Agreement, or (iii) any of Customer's obligations under this Master Agreement. The provisions of this Section 9 will survive the termination or expiration of this Master Agreement.

10. ***Return of Vehicles:*** At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its expense, return the Vehicle rented under the Supplemental Agreement or Extension Agreement to and into the custody of Big Truck Rental, at its business location set forth on the first page of this Master Agreement or at such other place as Big Truck Rental specifies in writing, in the same repair, condition and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such reasonable time as the Vehicle is again operable. All Vehicles shall be returned free of trash in the cab, body, hopper, and behind the packing blades or they will be subject to a clean out fee and any related disposal costs.

11. ***Tires:*** It is the responsibility of the Customer to assure that the tires returned with the Vehicle are in substantially the same condition as the tires that were on the Vehicle at the beginning of the rental term. Upon the return of the Vehicle, each tire is inspected by Big Truck Rental and those tires worn substantially more than at the inception of the rental term shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

12. ***Default by Customer; Remedies of Big Truck Rental; Waiver of Bond:*** Any of the following events or conditions shall constitute an event of default: (1) Customer's failure to pay when due any Rental Charges or any other amount payable; (2) Customer's failure to perform, or its violation of any other term, covenant or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of Customer to report, at the beginning of each week or at the request of Big Truck Rental, the miles and hours on the truck or (5) any reasonable ground for insecurity on the behalf of Big Truck Rental with respect to the

performance of Customer's obligations hereunder. While an event of default exists, Big Truck Rental shall have the right to exercise any one or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Customer; (2) sue for any damages incurred by Big Truck Rental due to the event of default and/or termination of the contract between Big Truck Rental and Customer; (3) require Customer to redeliver any and all rented Vehicles immediately to Big Truck Rental as provided in Section 10; or (4) repossess any and all Vehicles without notice, legal process, prior judicial hearing, or liability for trespass or other damage, Customer voluntarily and knowingly agrees to and waives the same. If Big Truck Rental attempts but is unable to repossess the Vehicle for any reason whatsoever, Big Truck Rental may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to Big Truck Rental the Termination Payment and the provisions of Section 7 will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to Big Truck Rental at law or in equity. Big Truck Rental may enforce any of its rights separately or concurrently and in such order as Big Truck Rental determines. In any proceeding by Big Truck Rental to recover possession of the Vehicle, Big Truck Rental shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

13. **Payments by Big Truck Rental; Interest:** If Customer fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental may, at its option, pay such amount or perform such obligation; and Customer shall, on demand by Big Truck Rental, reimburse Big Truck Rental for the amount of such payment or the cost of such performance. Customer shall pay Big Truck Rental interest at one-and-a-half percent (1½%) per month or at the highest lawful rate that may be charged on amounts payable by Customer under any provision of this Agreement (i) from the due date thereof until it is paid, or (ii) in the case of any amount paid or any cost incurred by Big Truck Rental, from the date of such payment or the expenditure of such cost until Big Truck Rental receives reimbursement therefor.

14. **Assignment:** This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for rental only and Customer shall not be deemed an agent or employee of Big Truck Rental for any purpose. Customer will not sell, assign, transfer, lease, pledge or otherwise encumber any Vehicle or any of Customer's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) or in or to the Vehicle, or permit any of its rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) to be subject to any lien, charge or encumbrance of any nature. Big Truck Rental may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer or assign any of its rights in or to any Vehicle or under this Master Agreement. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Big Truck Rental and Customer.

15. **Termination:** This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each Supplemental Agreement terminates at the expiration of the rental term as set forth in the terms of the Supplemental Agreement (the "Rental Term"), or at the expiration of any mutually agreed upon Extension Agreement. If the Customer wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to Big Truck Rental in a rentable condition, or (b) inform Big Truck Rental five (5) days prior to the proposed Early Termination date that the Customer wishes for Big Truck Rental to pick up its Vehicle.

16. **Governing Law; Jurisdiction; Venue:** This Master Agreement and all Supplemental Agreements and Extension Agreements shall be governed by and construed in accordance with the law of the State of Florida and jurisdiction and venue shall properly lie in the County Court in and for Hillsborough County, the Thirteenth Judicial Circuit Court of the State of Florida, or in the United States District Court for the Middle District of Florida (Tampa Division).

17. **Attorneys' Fees:** Customer agrees to pay for all of Big Truck Rental's reasonable legal fees and costs, including, without limitation, disbursements, court costs, the cost of appellate and post judgment proceedings, the cost of bankruptcy proceedings, including, but not limited to filing and contesting a claim, and paralegal and law clerk fees, whether or not an action is brought, for the services of counsel employed to enforce any of the obligations contained in this Master Agreement or the corresponding Supplemental Agreements or Extension Agreements.

18. **Severability of Provisions:** If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreement(s), or the application of any such provision to any person or circumstance is held invalid, the remainder of this Master Agreement or Supplemental Agreement(s) or Extension Agreement(s) and the application of such provision, other than to the extent it is held invalid, will not be invalidated or affected thereby.

19. **Entire Agreement; Amendment and Waiver; Facsimile and Counterparts:** This Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between Big Truck Rental and Customer relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, among the Parties to this Master Agreement and the with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) and no right or obligation of either party under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile of this Master Agreement and/ or corresponding Supplemental Agreement(s) and Extension Agreement(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. **Section Headings:** Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Master Agreement.

21. **Waiver of Trial by Jury:** THE CUSTOMER HEREBY EXPRESSLY CONSENTS TO THE WAIVER OF THE Customer'S RIGHT TO TRIAL BY JURY.

**By execution of this Master Rental Agreement, Customer acknowledges that all Vehicles rented hereunder are rented to and in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below. DRIVER'S LICENSE INFORMATION IS MANDATORY FOR RENTAL.**

Customer's Signature:  Date: 2/23/12

Customer's Name: Ted Selby, County Manager Tax ID#: 85-8012559204C-5

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

Prepared By: \_\_\_\_\_

Customer's Agents who are Authorized to Effectuate the Rental of a Vehicle under this Master Agreement are:

Agent's Name: Edward Diden Driver's License #: D350-232-68-385-0 Class B CDL State: FL

Agent's Name: James Sweat Driver's License #: S300-453-67-336-4 Class B CDL State: FL

Agent's Name: John Horne Driver's License #: H650-473-71-302-0 Class A CDL State: FL

Agent's Name: \_\_\_\_\_ Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

**Big Truck Rental is not liable for leaving a Vehicle to any of Customer's agents that are not listed above.**

***Guarantee***

In order to induce Big Truck Rental, LLC, a Florida limited liability company. ("Big Truck Rental") to enter into this Master Rental Agreement, between Big Truck Rental and Customer named above, which shall include any and all amendments hereto and extensions hereof, and in consideration thereof, the undersigned unconditionally and irrevocably guarantees payment and performance by Customer, when due, of all obligations under this Master Agreement. In the event of default under this Master Agreement by Customer, the undersigned promises to pay the full amount of all obligations, damages and other sums which may be due Big Truck Rental, together with all costs of collection, including attorneys fees and court costs, whether for primary appellate or bankruptcy proceedings. The guarantor will be benefitted if Big Truck Rental enters into the Master Agreement with Customer because the undersigned has an interest, directly or indirectly, in the transaction.

**GUARANTOR:**

I, Ted Selby, as County Manager of Nassau County, Florida  
(Print Name) (Title) (Company)

have read this Guarantee and agree to its terms.

  
(Signature)

2/23/12  
(Date)

**RENTAL AGREEMENT ADDENDUM**

THIS RENTAL AGREEMENT ADDENDUM ("Addendum") is made and entered into by and between the Board of County Commissioners, Nassau County and Big Truck Rental, LLC

**WHEREAS**, the terms and provisions set forth in this Addendum are incorporated in and made part of the Master Rental Agreement, Contract No. CM1835, executed by the parties; and

**WHEREAS**, this Addendum shall be merged into and made part of the Master Rental Agreement and both documents shall be collectively referred to herein as the "Agreement"; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and conditions set forth in this Addendum, the parties, intending to be legally bound hereby, acknowledge, covenant and agree as follows:

1. Article 8 - Insurance shall be revised as follows:  
Until all of Customer's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full, Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000 on a primary and

not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risk covered by the policy. The coverage may have only such exceptions as Big Truck Rental approves in writing. The insurance will be maintained only with insurers which are licensed in the state or states in which the Vehicles will be operated and ~~which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers").~~ Big Truck Rental will be a named an Additional insured without liability for premiums and will be the sole loss payee under the insurance. The insurance will provide for prompt written notice to Big Truck Rental of any failure to pay a premium and for at least ~~thirty (30)~~ ten (10) days' prior written notice to Big Truck Rental of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any

of the other terms of the insurance. On the execution of this Master Agreement and at any other time on request by Big Truck Rental, Customer will furnish Big Truck Rental with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicles will be operated confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon Big Truck Rental's request shall provide Big Truck Rental with a true and correct copy of the policy in effect. Customer irrevocably appoints Big Truck Rental as its attorney-in-fact to make claim for and to execute any documents in connection with any claim for, to receive payment of, and to execute and endorse all checks, drafts or other instruments received as payment for any loss, damage or destruction covered by the insurance. Customer will not settle any claim under the insurance without Big Truck Rental's prior written consent, and Big Truck Rental may settle any claim under the insurance for such amount and on such terms as Big Truck Rental, in its sole and absolute discretion, determines; and Big Truck Rental will incur no liability to Customer by reason of any settlement which it

makes. Customer will execute such documents as Big Truck Rental requests to confirm or effect the provision of this entire Section 8.

2. **REPLACEMENT OF INDEMNIFICATION LANGUAGE.** Article 9 shall be replaced in its entirety with the following: "Customer will indemnify and hold Big Truck Rental harmless for any liability loss, damage, cost, expense, fee, fine or penalty, to the fullest extent permitted by laws and regulations."
3. **DELETION OF ATTORNEYS' FEES.** ~~17. Customer agrees to pay for all of Big Truck Rental's reasonable legal fees and costs, including, without limitation, disbursements, court costs, the cost of appellate and post judgment proceedings, the cost of bankruptcy proceedings, including, but not limited to filing and contesting a claim, and paralegal and law clerk fees, whether or not an action is brought, for the services of counsel employed to enforce any of the obligations contained in this Master Agreement or the corresponding Supplemental Agreements or Extension Agreements.~~
4. All other provisions of the Agreement shall remain in full force and effect.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**



\_\_\_\_\_  
TED SELBY, COUNTY MANAGER  
Its: Designee

**BIG TRUCK RENTAL, LLC**



\_\_\_\_\_  
By: Eileen P. Brito  
Its: Controller  
\_\_\_\_\_

**Edward Diden**

---

**From:** Mark Rentschlar [Mark@BigTruckRental.com]  
**Sent:** Friday, February 17, 2012 9:48 AM  
**To:** Edward Diden  
**Subject:** Rental Quote  
**Attachments:** Nassau County SA MIB 249.pdf, BTR Insurance Request.doc

Edward,

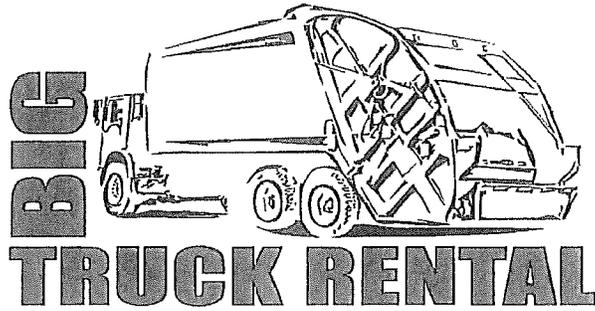
Here is the rental quote for the brand new roll off here in Tampa.

Attached you will also find our insurance request to review.

Please let me know if you need the truck and I will set up a driver. I will also need to send you the master agreement to sign and return once you get approval.

Thanks,  
Mark

**Mark Rentschlar**  
**Operations and Sales Manager**  
**Big Truck Rental, LLC**  
1039 S 50th Street  
Tampa, FL 33619  
Office: (813) 261-0820  
Cell: (813) 918-7710  
Fax: (813) 261-0821  
Email [mark@bigtruckrental.com](mailto:mark@bigtruckrental.com)



featuring *McNeilus*

1039 South 50<sup>th</sup> Street, Tampa, FL 33619  
Phone: (813) 261-0820 • Fax: (813) 261-0821

## Request for Certificate of Insurance

Loss Payee and Additional insured info:

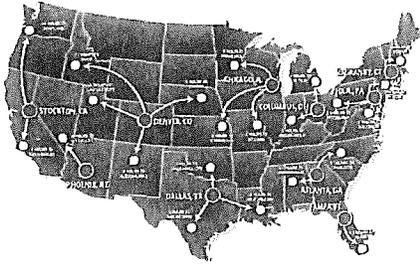
Big Truck Rental, LLC  
1039 South 50th Street  
Tampa FL 33619

Truck Info:

2012 Mack Granite Roll Off  
VIN: 1M2AX04C4CM013881  
66,000 GVW  
\$158,000

- \$1,000,000 automobile liability coverage
- Big Truck Rental, LLP list as “Additional Named Insured”
- Big Truck Rental, LLP listed as the “Loss Payee”
- Physical damage coverage
- Date of Expiration
- Notification of Cancellation

# The Newest Trucks, At Your Door Within 24 Hours. Compare and see why no one does Truck Rentals Like BTR.



# 24 HOURS



## NATIONWIDE LOCATIONS

With a largest nationwide network of Truck Rental locations, Big Truck Rental has you covered from Coast to Coast. No other Truck Rental provider even comes close.

- TAMPA, FL
- ATLANTA, GA
- COLUMBUS, OH
- PHILADELPHIA, PA
- E. GRANBY, CT
- CHICAGO, IL
- DALLAS, TX
- DENVER, CO
- PHOENIX, AZ
- STOCKTON CA

## 24 HR. DELIVERY AVAILABLE

When you need a Truck Rental and need it NOW, Big Truck Rental has got you covered. With our nationwide network, delivery to most areas is available within 24 Hours! Now matter where you are, the truck you need is just a quick phone call away. Call today and we'll get your truck on it's way!

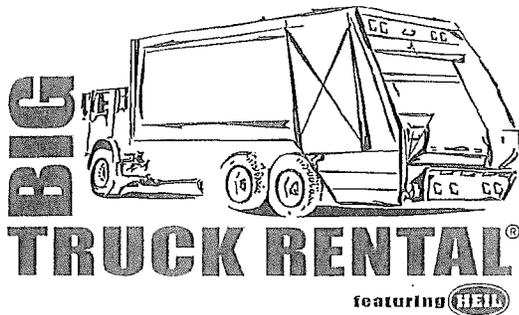
- FRONT LOADERS
- SIDE LOADERS
- REAR LOADERS
- ROLL-OFF TRUCKS
- GRAPPLE LOADERS
- AND MORE!

## THE NEWEST TRUCKS

At Big Truck Rental, our sole focus is to provide our customers with the newest trucks equipped with the best specifications available. Our premium rental fleet has only the newest trucks, on average a year old or less. You can count on the Big Truck Rental fleet to be the newest, best equipped trucks in the industry.



## Full Line Of Rental Trucks For Every Refuse Application



With Our 24 Hour Delivery Guarantee,  
The Truck You Need Is Just A Phone Call Away!

Call BIG TRUCK RENTAL TODAY  
Toll Free: 1.888.816.0805

(MARK)

Visit Us Online:  
[www.bigtruckrental.com](http://www.bigtruckrental.com)



TRUCKS.COM



Find us on  
Facebook

Nassau County Solid Waste Department  
Request for Quotation Form

Requesting Department: Nassau County Solid Waste Department  
Date: 2/21/12  
Department Address: 46026 Landfill Rd  
Callahan, Fl 32011  
Contact: Becky Diden

Contact email: bdiven@nassaucountyfl.com  
Department Phone: 904-548-4972  
Department Fax: 904-879-6323

**Rental of Roll-Off Truck for "one month"**

***Effective date estimated to be 2/23/12-3/23/12. Please include delivery as separate line item.***

***IF YOU HAVE ANY QUESTIONS PLEASE CONTACT BECKY DIDEN AT 904-548-4972..***

***IF YOUR COMPANY WILL NOT BE SUBMITTING A BID PLEASE RESPOND WITH A "NO BID". Thank you***

Please submit written response by: 2/21/12  
(Date)

---

To be completed by vendor:

Vendor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Email: \_\_\_\_\_

Attached is a written quote from our company, which is valid for \_\_\_\_\_

---

Signature

---

Date

Nassau County Solid Waste Department  
Request for Quotation Form

Requesting Department: Nassau County Solid Waste Department

Date: 2/21/12

Department Address: 46026 Landfill Rd  
Callahan, FL 32011

Contact: Becky Diden

Contact email: bdiden@nassaucountyfl.com

Department Phone: 904-548-4972

Department Fax: 904-879-6323

**Rental of Roll-Off Truck for "one month"**

*Effective date estimated to be 2/23/12-3/23/12. Please include delivery as separate line item.*

**IF YOU HAVE ANY QUESTIONS PLEASE CONTACT  
BECKY DIDEN AT 904-548-4972..**

**IF YOUR COMPANY WILL NOT BE SUBMITTING A BID  
PLEASE RESPOND WITH A "NO BID". Thank you**

Please submit written response by: 2/21/12  
(Date)

To be completed by vendor:

Vendor Name: BIG TRUCK RENTAL, LLC

Address: 1039 S. 50TH ST

TAMPA, FL 33619

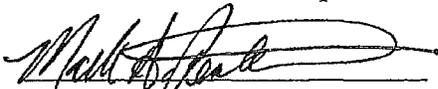
Phone: 813-261-0820

Fax: 813-261-0821

Contact: MARK RENTSCHLAR

Email: mark@bigtruckrental.com

Attached is a written quote from our company, which is valid for 30 DAYS

  
Signature

2/21/12  
Date

Reset Form

Print Form

Truck ID: MIB 249

Photos: \_\_\_\_\_

Date: 02/16/12**SUPPLEMENTAL RENTAL AGREEMENT****BIG TRUCK RENTAL, LLC**

1039 S. 50th Street \* Tampa, FL 33619

Administrative Office

Phone: (813) 261-0820 • Fax: (813) 261-0821

Customer #:

Contact Name: Edward DidenOrdered By: Edward DidenCompany Name: Nassau County Solid Waste DepartmentAddress: 46026 Landfill Road Callahan, FL 32011Phone: (904) 548-4971

Fax:

Alt. Phone:

PO/Job #:

Job Location: 46026 Landfill Road Callahan, FL 32011Delivered By:  BTR  Customer  Other:

Date/Time Shipped:

Returned By:  BTR  Customer  Other:

Date/Time Shipped:

VEHICLE SERIAL #	TAG #	EQUIPMENT DESCRIPTION	RENTAL TERMS	RENTAL RATE
1M2AX04C4CM013881		2012 Mack Granite Roll Off	4 Weeks	\$5,900.00
RENTAL PERIOD		HOURS OUT/IN		MILEAGE OUT/IN
From: <u>02/23/12</u>		Out: <u>New</u>		Out: <u>New</u>
To: <u>03/20/12</u>		In:		In:

**NOTE:** See Master Rental Agreement (Section 2) for allowance of hours under Rental Term.

Notes/Explanation of additional costs:

\*Security Deposit will be returned within five (5) days of the return of the Vehicle, less any rental charges or damage assessments.

\*\*Transport is round trip to Tampa, FL

\*\*\*Customer has option to transport.

Rental Amount	\$5,900.00
Sales Tax	
Additional Costs	
<b>SUBTOTAL</b>	<b>\$5,900.00</b>
Transportation Costs	\$ 500.00
Security Deposit*	
<b>TOTAL DUE</b>	<b>\$6,400.00</b>

**RENTAL REMINDERS**

- **MASTEP PENTAA AGREEMENT:** This document supplements the Master Rental Agreement which Customer signed and is subject to all provisions therein.
- **INSURANCE:** This Supplemental Rental Agreement utilize the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.
- **RENTAL RATE:** Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.
- **MAINTENANCE:** Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer.
- **DAMAGE:** Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs.
- **TIRES:** As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.
- **FUEL:** Short term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.
- **GOVERNMENT:** All trucks rented from Big Truck Rental are owned by and operate under DOT numbers assigned to Big Truck Rental. Customer shall not cover or remove any truck identification. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/or disposal are the sole and absolute responsibility of the Customer.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below. **DRIVER'S LICENCE INFORMATION IS MANDATORY FOR RENTAL.**

Customer Signature: \_\_\_\_\_

Customer Name: \_\_\_\_\_

Social Security No. \_\_\_\_\_

Driver's License No and State Issued: \_\_\_\_\_

Credit Approved By: \_\_\_\_\_

Date Credit Approved: \_\_\_\_\_

Deposit Received (Amount &amp; Date): \_\_\_\_\_

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

Nassau County Solid Waste Department  
Request for Quotation Form

Requesting Department: Nassau County Solid Waste Department  
Date: 2/21/12  
Department Address: 46026 Landfill Rd  
Callahan, Fl 32011  
Contact: Becky Diden

Contact email: bdiden@nassaucountyfl.com  
Department Phone: 904-548-4972  
Department Fax: 904-879-6323

**Rental of Roll-Off Truck for "one month"**

*Effective date estimated to be 2/23/12-3/23/12. Please include delivery as separate line item.*

**IF YOU HAVE ANY QUESTIONS PLEASE CONTACT BECKY DIDEN AT 904-548-4972..**

**IF YOUR COMPANY WILL NOT BE SUBMITTING A BID PLEASE RESPOND WITH A "NO BID". Thank you**

Please submit written response by: 2/21/12  
(Date)

No Bid - equipment not available  
To be completed by vendor:

Vendor Name: Salem Leasing  
Address: 4371 Sportsman Club Rd  
Jacksonville FL 32219  
Phone: 904-695-9915  
Fax: 904-695-9649  
Contact: Robert Johnston  
Email: robert.johnston@salemcorp.com

Attached is a written quote from our company, which is valid for No Bid

[Signature]  
Signature

2-21-12  
Date

Nassau County Solid Waste Department  
Request for Quotation Form

Requesting Department: Nassau County Solid Waste Department  
Date: 2/21/12  
Department Address: 46026 Landfill Rd  
Callahan, FL 32011  
Contact: Becky Diden

Contact email: bldiden@nassaucountyfl.com  
Department Phone: 904-548-4972  
Department Fax: 904-879-6323

**Rental of Roll-Off Truck for "one month"**

***Effective date estimated to be 2/23/12-3/23/12. Please include delivery as separate line item.***

***IF YOU HAVE ANY QUESTIONS PLEASE CONTACT BECKY DIDEN AT 904-548-4972..***

***IF YOUR COMPANY WILL NOT BE SUBMITTING A BID PLEASE RESPOND WITH A "NO BID". Thank you***

Please submit written response by: 2/21/12  
(Date)

To be completed by vendor:

Vendor Name: RDK MUNICIPAL TRUCK CENTER  
Address: 3214 WATSON RD.  
CALLAHAN FL 32011  
Phone: 888 735-8789  
Fax: 813 241-0414  
Contact: TIM MORRIS  
Email: JIMMORRIS@RDK.COM

Attached is a written quote from our company, which is valid for 30 days

  
Signature

2/21/2012  
Date

***NO RENTAL TRUCKS AVAILABLE AT THIS TIME***

## Charlotte Young

---

**From:** Vicki Lojek [VLojek@PremierTruck.net]  
**Sent:** Wednesday, February 22, 2012 9:09 AM  
**To:** Charlotte Young  
**Subject:** Rental

Delivery to Nassau County will be 2250.00 and pick will be the same. With a longer term rental we can work on the freight price.

Please let us know if you need additional information.

Thank you

*Vicki Lojek*  
Rental Division  
PREMIER Truck Sales & Rental, Inc.  
5800 W Canal Road  
Valley View, Ohio 44125

216.214.3009 cell  
216.901.8006 fax  
800.825.1255

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

monthly rate \$6,200.00  
Freight/Delivery \$ 2,250.00  

---

\$ 8,450.00

5800 West Canal Rd.  
Cleveland, Ohio 44125

800.825.1255 toll free  
216.642.5000 local  
216.901.8006 fax

# PREMIER

Truck Sales & Rental, Inc.

www.premiertrucksales.com



CONTACT VICKI by email at  
vlojek@premiertruck.net

## Rolloff Trucks- Kenworth T-800 Models

### Standard Transmission:

Weekly Rate \$1,550.00

Monthly Rate \$5,900.00

- C-15 Engine @ 475 HP
- C-13 Engine @ 430 HP
- 8LL Transmission
- 385/R22.5 Floating Fronts
- 11R22.5 Rears



- Engine Brakes
- 20 FA, 46 R's on Chalmers
- 20 FA, 52 R's on Chalmers
- Galfab Outside Rails
- 75,000lb Hoists
- Automatic Tarper System
- 20,000lb Lift Axles

### Automatic Transmission:

Weekly Rate \$1,850.00

Monthly Rate \$6,200.00

- C-15 Engine @ 475 HP
- Cummins ISX @ 450 HP
- Allison 4560 AUTOMATIC Trans
- 425/R22.5 Floating Fronts
- 11R22.5 Rears

### Terms and Conditions

1. All trucks are apportioned throughout the contiguous United States.
2. GVW is 58,500# unless an increase is requested.
3. Local and long distance delivery quote available upon request.  
Freight charges are one-way unless otherwise specified.
4. Certificate of Insurance with Premier Truck Sales & Rental, Inc. as the CERTIFICATE HOLDER with a minimum of \$1,000,000.00 (one million) liability, and Premier as the additional insured and loss payee.
5. 1 week minimum rental.
6. \$5,000.00 credit card deposit per truck.
7. Payment is DUE UPON RECEIPT of invoice. All outstanding balances must be paid in full at time of vehicle return; in the event that customer fails to provide Premier w/payment, customer authorizes Premier to charge balance due to customer's credit card.
8. One week equals five (5) days/50 hours. Additional use charge \$30.00/hr.
9. Customer is responsible for all regular maintenance as suggested by the manufacturer.  
This includes, but not limited to, regular fluid changes and tire maintenance.  
A fee will be assessed for failure to properly maintain equipment.
10. Units must be returned clean.  
TRUCKS MUST BE RETURNED WITH THE SAME AMOUNT OF FUEL AS RECEIVED.
11. Customer agrees to furnish Premier Truck Sales with all receipts for fuel used in vehicle for the entire rental period.
12. Rental is dependent upon credit approval.
13. See additional "Terms and Conditions" on the reverse side of the rental agreement.
14. Pricing does not include applicable sales tax.
15. Vehicle requires ultra low sulfur fuel only.

## Charlotte Young

---

**From:** Vicki Lojek [VLojek@PremierTruck.net]  
**Sent:** Wednesday, February 22, 2012 10:30 AM  
**To:** Charlotte Young  
**Subject:** Rental

I neglected to mention in my last email, that a government will not need to fill out the credit application or provide a credit card for deposit.

Thank You,

*Vicki Lojek*

Rental Division  
PREMIER Truck Sales & Rental, Inc.  
5800 W Canal Road  
Valley View, Ohio 44125

216.214.3009 cell  
216.901.8006 fax  
800.825.1255

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

## Charlotte Young

---

**From:** Jeff Seegmiller [jseegmiller@rantoultrucksales.com]

**Sent:** Wednesday, February 22, 2012 11:47 AM

**To:** Charlotte Young

**Subject:** Rental Quote

Charlotte,

The quote for the Roll Off Truck Rental is attached.

Please keep in mind that I do not have a truck in stock at this time, however I do expect to have a unit in stock late next week.

**Jeff Seegmiller**

**Sales Manager**

**Rantoul Truck Center, LLC**

**892 W Champaign Ave**

**Rantoul, Illinois 61866**

**Toll Free: 877-898-9900**

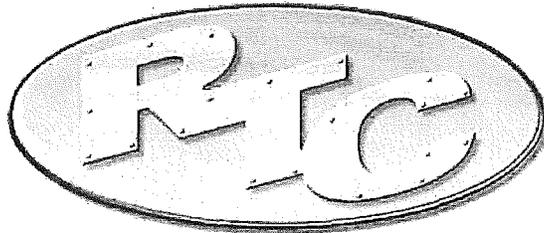
**Local: 217-893-4158**

**Fax: 217-893-1473**

**[www.rantoultrucksales.com](http://www.rantoultrucksales.com)**



892 W. Champaign  
Rantoul, IL 61866  
sales@rantoultrucksales.com  
www.rantoultrucksales.com



Phone: (217)893-4159  
Fax: (217)893-1473  
Toll Free: (877)898-9900

**RANTOUL TRUCK CENTER, LLC**

DATE: Wednesday, February 22, 2012  
TO: Becky Diden, Nassau County Board  
FROM: Jeff Seegmiller, Rantoul Truck Center, L.L.C  
RE: Roll Off Truck Rental

This quote is based on the rental of (1) One Roll Off Truck for the approximate time of (1) One month.

Charges are as follows: \$5,500.00 Per month  
\$2,150.00 Weekly,  
\$350.00 Per Day (as they apply)

Delivery and Return will be at the rate of \$1.95 per mile.  
Mileage is 1,838.07 one way, with round trip, the truck's delivery and pick up would be: \$3,676.14  
You do have the option to picking up and/or return the vehicle from Rantoul Truck Center.

If you have any questions please call. Thank you for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Seegmiller".

Jeff Seegmiller  
Sales Manager

**\*Price does not include tax, title, license, or delivery charges.  
Price good for 14 days from above date or while supplies last**

**WE RENT GARBAGE TRUCKS: REAR LOAD, FRONT LOAD, SIDE LOAD, AND ROLL-OFF'S**



**TERESA BURCH**  
Branch Manager



4371 Sportsman Club Rd.  
Jacksonville, FL 32219  
tburch@firstleaseinc.com

Phone (904) 695-9915  
(888) 543-1002  
Fax (904) 695-9649  
Cell (904) 626-5451

Note: 2/17/12

Does not rent Roll-off Teks.



**Penske Truck Rental**  
814 Pickettville Rd, Jacksonville, FL 32220  
(904) 693-3700

**NEIGHBORHOOD**  
West Jacksonville

**HOURS**  
Mon 7AM - 5:30PM  
Tue 7AM - 5:30PM  
Wed 7AM - 5:30PM  
Thu 7AM - 5:30PM  
Fri 7AM - 5:30PM  
Sat 8AM - 12PM  
Sun Closed

**CATEGORIES**

Moving Equipment Rental, Full Service Moving & Storage, Moving Services, Truck Rental & Lease, B2B Corrugated & Fiber Boxes, B2B Paper Boxes, Car Rentals

**DESCRIPTION**

Penske Truck Rental provides do-it-yourself movers with clean, well-maintained and reliable trucks and vans as well as moving equipment, moving boxes, packing supplies and other moving accessories.

**WEB RESULTS**

[Penske Truck Rental in Jacksonville, FL | 10821, Ph, Jacksonville, FL](#)

Penske Truck Rental in Jacksonville, FL -- Map, Phone Number, Reviews, Photos and Video Profile for Jacksonville Penske Truck Rental. Penske Truck Rental appears in ...  
<http://www.superpages.com/bp/Jacksonville-FL/Penske-Truck-Rental-L0115479269.htm>

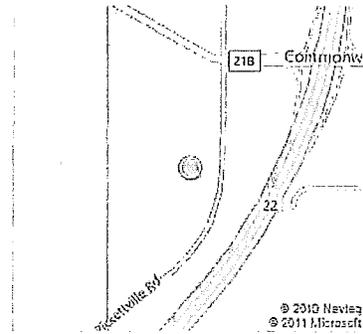
[Rental Trucks in Jacksonville, Florida - Jacksonville, Florida ...](#)

The 7 Penske truck rentals in Jacksonville, Florida can help you make moving day as painless as possible with truck rentals, moving supplies and expert advice right ...  
<http://www.pensketruckrental.com/locations/florida/jacksonville/>

[Penske Truck Rental in Jacksonville, FL | 814 Pickettville Rd ...](#)

Penske Truck Rental in Jacksonville, FL -- Map, Phone Number, Reviews, Photos and Video Profile for Jacksonville Penske Truck Rental. Penske Truck Rental appears in ...  
<http://www.superpages.com/bp/Jacksonville-FL/Penske-Truck-Rental-L2101935613.htm>

more



Note: 2/17/12  
Does not Rent  
Roll-off TRK's

**Edward Diden**

---

**From:** Jim Norris [jimnorris@rdk.com]  
**Sent:** Friday, February 17, 2012 10:21 AM  
**To:** Edward Diden  
**Subject:** ROLLOFF RENTAL

Mr. Diden;

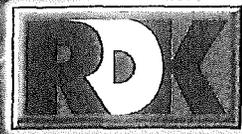
We are very sorry to inform you that at this time we are unable to provide you with a roll off rental truck that will fit your time requirements.

Please keep us in your vendor file for any future truck or rental needs.

Thank you for your time.

*Jim Norris*  
*Municipal Sales Manager*  
*RDK Municipal Truck Center*  
*Cell: 813-786-7748*  
*Toll-Free: 1-888-735-8789*

Se Habla Español

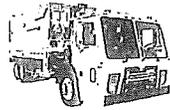


Export Specialist

# RDK Truck Sales and Service, Inc.

3214 Adamo Dr. Tampa, FL. 33605 • Phone: 813-241-0711 • Fax: 813-241-0414

### 2011 MACK LE SIDE LOADER



FET Included  
\$251,900

**2011 MACK LE SIDE LOADER**  
325 H.P. MP7 ENGINE, ALLISON 4500RDS  
AUTOMATIC TRANSMISSION, 46,000 LB. REARS,  
E-Z PACK SIDE LOADER..... ONLY! \$251,900

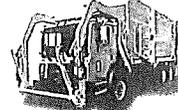
### 2012 MACK GU713 & GU813



CALL FOR  
PRICING

**2011 MACK LE SIDE LOADER**  
395 H.P. MP7 ENGINE, MACK POWERLEASH  
ENGINE BRAKE, 8 SPEED EATON TRANSMIS-  
SION, 44,000 LB. REARS, 60,000 LB. ROLL-OFF  
HOIST..... CALL FOR PRICING

### 2011 MACK FRONT LOADERS



FET Included  
\$229,900

**2011 MACK LE SIDE LOADER**  
325 H.P. MP7 ENGINE, ALLISON 4500RDS  
AUTOMATIC TRANSMISSION, 46,000 LB. REARS,  
40 YARD HEIL, E-Z PACK OR MCNEILUS FRONT  
LOADERS..... ONLY! \$229,900

### 2011 MACK REAR LOADER



FET Included  
\$209,900

**2011 MACK MRU613 REAR LOADER**  
325 H.P. MP7 MACK ENGINE, ALLISON AUTO  
TRANS, 46,000 LB. REARS, 25 YARD E-Z PACK  
GOLIATH REAR LOADER WITH KICK BAR AND  
CART TIPPER. .... ONLY! \$209,900

### 2012 FREIGHTLINER ROLL-OFF



FET Included  
\$154,900

**2012 FREIGHTLINER M2 112 ROLL-OFFS**  
410 H.P. FREIGHTLINER DD13 ENGINES, EATON  
16909LL TRANS, 66,000 LB. GVWR, 60,000 LB.  
RUDCO OR GALBREATH ROLL-OFF HOIST,  
PIONEER SARG TARP. .... ONLY! \$154,900

### 2011 HINO CDU



FET Included  
\$93,900

**2011 Hino Container Delivery Units**  
FULL FACTORY WARRANTY, 260 H.P. JOBE-TA  
ENGINES, ALLISON AUTO TRANS, 33,000 LB. GVW,  
8,000 LB. LIFT CAPACITY, 200" ROTATOR, FOLD UP  
FORKS, SELF LEVELING, G&H CDU ..... \$93,900

## Rental Trucks Always Available at RDK!

**Front Loaders**  
\$5,900/month

**Rear Loaders**  
\$5,900/month

**Roll-Offs**  
\$5,900/month



Jim NORRIS - 813-786-7748

**Toll Free: 888-219-5393 • Web: www.rdk.com**

All the information in this advertisement, material has been checked to the best of our abilities but mistakes occasionally occur. If this happens, we apologize for any inaccuracies. Prices are subject to change.