C2023-182-A1

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF MANTECA AND BIG TRUCK RENTAL, LLC

THIS AMENDMENT No. 1 ("Amendment") to Agreement #C2023-182 ("Agreement") between the City of Manteca and Big Truck Rental, LLC ("Agreement") is made and entered into this 21st day of October, 2024 by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and Big Truck Rental, LLC.

RECITALS:

A. WHEREAS, CITY and Big Truck Rental, LLC entered into the Agreement on or around January 9, 2024, for the provision of rental services of automated side loaders (ASL) to service the residents of City of Manteca; and

B. WHEREAS, the CITY and Big Truck Rental, LLC desire to amend the Agreement in order to expand the term and increase the rental services under the Agreement.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS**. The recitals set forth above are hereby incorporated into this Amendment as if set forth herein in full.

2. **AMENDMENT**.

Section 1. Scope of Services. Attachment 1 to the Agreement is hearby amended by adding the tasks set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by reference "Scope of Services #2."

Section 3. Term of Contract, is hereby amended to read as follows: The services of Consultant are to commence upon execution of this Amendment Agreement, unless otherwise extended in writing by the mutual agreement of both parties. All such work shall be completed no later than 11/1/2025.

Section 4. Compensation, repealed and replaced in its entirety to read as follows: Compensation to be paid to Consultant shall be in accordance with the Payment Schedule set forth in Attachment 1, which is incorporated herein by reference. In addition to the Compensation for the Agreement, compensation for Amendment No. 1, shall in no event exceed NINE HUNDRED SEVENTY NINE THOUSAND ($975,000) without additional authorization from the City. In no event shall total compensation for work performed pursuant to this Agreement and Amendment No. 1 exceed ONE

MILLION ONE SEVENTY FIVE THOUSAND ($1,075,000) without additional authorization from the City.

3. **OTHER TERMS**. Except as expressly amended herein, the Agreement remains in full force and effect. Nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Agreement. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, CITY and [Party] have executed this Amendment the day and year first above written.

CITY OF MANTECA, a municipal corporation of the State of California:

Toni Lundgren, City Manager

Date: 10.23.24

ATTEST:

Cassandra Candini-Tilton, City Clerk

Date: 10.24.24

APPROVED AS TO FORM:

Daniella Green (Oct 10, 2024 12:58 PDT)

Daniella Green, Assistant City Attorney

Date: Oct 10, 2024

Big Truck Rentals:

Jason Stumm (Oct 9, 2024 15:03 PDT)

By: Jason Stumm, Director of Sales, West

Date: Oct 9, 2024

BTR MASTER RENTAL AGREEMENT

Company Address	4221 W. Boyscout Blvd Suite 400 Tampa, FL 33607	Created Date	9/23/2024
		Quote Number	00045987
Prepared By	Liz Stevenson		

CUSTOMER'S INFORMATION

Billing Customer	City of Manteca	Rental Customer	City of Manteca
Billing Contact	Carl Brown	Shipping Contact	Carl Brown
Billing Address	1001 W Center St Manteca CA 95337	Shipping Address	210 East Wetmore Street Manteca CA 95337 United States
Billing Phone	(209) 456-8448	Shipping Phone	(209) 456-8448
Billing Mobile	209-456-8415 Direct Office Line	Shipping Mobile	209-456-8415 Direct Office Line
Billing Email	cbrown@manteca.gov	Shipping Email	cbrown@manteca.gov

TERMS & 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 a security deposit 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 apply security deposit i for Customer's obligations on each vehicle rented within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

4. Big Truck Rental's Disclaimer of Warranty; Customer's Obligations Unconditional: Other than the original equipment manufacturer (OEM) and extended warranties that may be applicable to the vehicle, there are no additional 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. 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. The original equipment manufacturer's warranty will apply to the renter if any warranty items are in need of, or become in need of repair during the rental period. For any non-warranty repairs, 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 Big Truck Rental. No Vehicle identification, other than DOT numbers, shall be removed, covered, or defaced in any way. Customer agrees that they will be the motor carrier operator during the rental period and will display their DOT numbers on said rental vehicle. 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: 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 parts and materials of comparable quality. 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 current market value of the Vehicle (the "Termination Payment"). 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: If the City is self-insured, it will provide Big Truck Rental with a document stating that it will maintain appropriate coverage limits in respect to Commercial General Liability, Business Auto Liability and Workers Compensation insurance. Upon review of these documents, Big Truck Rental will notify the city if this coverage is acceptable and will move forward with the rental contract. Upon approval of this document, the language below regarding liability limits will not be applicable. 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: To the fullest extent permitted by law, the City will defend, indemnify, and hold Big Truck Rental, its subsidiaries parent company and its and their officers, agents and employees, from and against all loss, liability, claim, action or expense, by reason of bodily injury, including death, and property damage, sustained by any person or persons, including but not limited to employees of City as a direct result of City's negligence or intentional misconduct in its maintenance, use, possession, storage, operation, erection, dismantling, servicing or transportation of the equipment.

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. Security deposit will be applied to any and all damages.

11. 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.

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, whichever is lower,
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: Should the parties not agree on resolution of any issues surrounding this agreement, the successful party will be entitled to collect fees and costs associated with enforcement of this agreement.

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: Intentionally left blank.

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.

Customer Acknowledgement

CUSTOMER NAME:

_____
(Municipal Name)

BY:

_____
(Signature)

PRINT NAME:

Toni Lungdren

_____

TITLE:

_____

DATE:

_____

TAX ID #: _____

STATE:

_____

_____ Initial here acknowledging you have read Section 6 on maintenance responsibility.

Please sign and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.

BTR SUPPLEMENTAL AGREEMENT

BIG TRUCK RENTAL

Company Address	4221 W. Boyscout Blvd Suite 400 Tampa, FL 33607	Created Date	9/23/2024
Prepared By	Liz Stevenson	Email	estevenson@bigtruckrental.com
Phone	(813) 725-3505	Quote Number	00045987

CUSTOMER INFORMATION

Billing Customer	City of Manteca	Rental Customer	City of Manteca
Billing Contact	Carl Brown	Shipping Contact	Carl Brown
Billing Address	1001 W Center St Manteca CA 95337	Shipping Address	210 East Wetmore Street Manteca CA 95337 United States
Billing Email	cbrown@manteca.gov	Shipping Email	cbrown@manteca.gov
Billing Phone	(209) 456-8448	Shipping Phone	(209) 456-8448
Billing Mobile	209-456-8415 Direct Office Line	Shipping Mobile	209-456-8415 Direct Office Line

Product Details

Asset Number	Year	Chassis Make	Chassis Model	Chassis Vin	Product Family	Miles	Hours	Truck Location
4023041	2024	Autocar	ACX64	5VCACRCE7RC245626	Side Loader	0	0	Dodge Center, MN
4023043	2024	Autocar	ACX64	5VCACRCE1RC245623	Side Loader	0	0	
4023042	2024	Autocar	ACX64	5VCACRCEXRC245622	Side Loader	0	0	Dodge Center, MN
4023044	2024	Autocar	ACX64	5VCACRCE3RC245624	Side Loader	0	0	
4023045	2024	Autocar	ACX64	5VCACRCE5RC245625	Side Loader	0	0	

Pricing Details

Asset Number	Line Item Description	Quantity	Sales Price	Total Product Price	Transportation Cost	Rental Start Date	Rental End Date
4023041	Rent-to-Purchase Automated Side Loader on a multi-weekly basis	4.00	$3,625.00	$14,500.00	$2,000.00	11/26/2024	12/25/2024
4023043	Rent-to-Purchase Automated Side Loader on a multi-weekly basis	4.00	$3,625.00	$14,500.00	$2,000.00	11/26/2024	12/25/2024
4023042	Rent-to-Purchase Automated Side Loader on a multi-weekly basis	4.00	$3,625.00	$14,500.00	$2,000.00	11/26/2024	12/25/2024
4023044	Rent-to-Purchase Automated Side Loader on a multi-weekly basis	4.00	$3,625.00	$14,500.00	$2,000.00	11/26/2024	12/25/2024
4023045	Rent-to-Purchase Automated Side Loader on a multi-weekly basis	4.00	$3,625.00	$14,500.00	$2,000.00	11/26/2024	12/25/2024

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal	$72,500.00	Total Amount Due	$82,500.00
Total Security Deposit	$0.00		
Total Transportation	$10,000.00		

BTR SUPPLEMENTAL AGREEMENT

BIG TRUCK RENTAL

Cost

NOTES/EXPLANATION OF ADDITIONAL COSTS:

Special Terms

a. Beginning purchase price per unit- $526,100.00. Purchase price after 18 rental months- $460,850.00. Please refer to purchase schedule for timing and exact pricing.
b. Rental Rate- $14,500/rental period with rental payments beginning upon receipt of unit and terminated upon funding of purchase option
c. 25% of rental payments can be applied to purchase anytime between 18-24 months of receiving unit (see attached purchase schedule for 18-month purchase)

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.

INSURANCE: This Supplemental Rental Agreement utilizes 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. Refer to Section 6 of the Master Agreement for detailed responsibility.

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. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

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 Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. 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. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

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.

CUSTOMER

BTR SUPPLEMENTAL AGREEMENT

BIG TRUCK RENTAL

CUSTOMER NAME:

BY: Toni Lungdren
(Signature)

PRINT NAME:
Toni Lungdren

TITLE:

PURCHASE ORDER #:

DATE:

TAX ID #:

STATE:

_ _____ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.