

## Equipment Rental Agreement

This Equipment Rental Agreement (the "Agreement") is made and entered on June 4,  
2021, by and between Drawbridge Pipeline Services LLC DBA Watts Excavating  
("Renter") and Wise County, Texas

("Renter") (collectively referred to as the "Parties").

The Parties agree as follows:

1. **EQUIPMENT:** Renter hereby rents to Renter the following equipment:  
D6 Dozer, 140 Excavators (the "Equipment")
2. **RENTAL TERM:** This rental will start on the date signed by both parties and remain in effect for a period of one year from that date. This agreement will renew each year on the anniversary of the start date unless terminated by the parties.
3. **RENTAL PAYMENT:** Renter agrees to pay Renter as rent for the Equipment the amount of \$ 1500.00 per day, each, for the use of the Equipment. Renter will provide Renter with an invoice within 10 days of the use of the Equipment. Renter agrees to pay Renter in full within 30 days of receipt of the invoice.
4. **DELIVERY:** Renter will deliver the Equipment to the location.
5. **DEFAULTS:** Renter understands the rent is based on an as needed basis for the purpose of extinguishing wildfires in the county and no notice can be given as to when the use of the equipment will be needed. Renter understands that Renter will provide the Equipment as it is available and may not be available on short notice.
6. **POSSESSION OF EQUIPMENT:** Renter shall maintain possession of the Equipment and provide an operator for the duration of the rental. Renter may, to the extent possible, provide a dedicated piece of fire protection equipment to follow the Equipment while it is being used to provide for protection of the Equipment and the operator should the Equipment come in close proximity to fire.
7. **DAMAGE AND LOSS:** If the Equipment becomes damaged or loss beyond repair, the Renter agrees to hold the Renter harmless against all claims of liability for damage or loss.
8. **INSURANCE:** The Renter agrees to maintain insurance on the Equipment and understands the Equipment will be used for the purpose of firefighting activities.

9. **OWNERSHIP:** The Equipment is and shall remain the exclusive property of Renter.
10. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
11. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by Renter and Renter.
13. **INDEMNIFICATION:** Except for damages, claims or losses due to the Renter's acts or negligence, Renter, to the extent permitted by law, will indemnify and hold Renter and Renter's property, free and harmless from any liability for losses, claims, injury to or death of any person, or for damage to property arising from Renter directing the use of the Equipment throughout the course of firefighting activities.
14. **ADDITIONAL TERMS AND CONDITIONS:** Renter will provide a list to Renter of persons who are authorized to execute this contract. The authorized persons may only be amended by the County Judge or County Emergency Management Coordinator. Renter will provide contact information to Renter to use for purposes of executing the contract in the most expedite manner possible. Renter understands Renter will have multiple contracts of a similar nature and will exercise fairness, to the extent possible, in the execution of those contracts with the first priorities being given to life safety and property conservation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**RENTOR:**

Drawbridge Pipeline Services LLC DBA Watts Excavating  
Drawbridge Pipeline Services LLC DBA Watts Excavating *D. Watts*

**RENTER:**

*J.D. Clark*  
J.D. Clark Wise County Judge

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Drawbridge Pipeline Services LLC  
Alvord, TX United States

Certificate Number:  
2021-761503

Date Filed:  
06/03/2021

Date Acknowledged:  
*6-14-21*

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Wise County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
dozer  
D6 Dozer, 140 Excavator

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Dale Watts, and my date of birth is 7-28-70.

My address is 106 CR 1180 (street), Alvord (city), TX (state), 76225 (zip code), Wise (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Wise County, State of TX, on the 3rd day of June, 2021.  
(month) (year)

*Dale Watts*  
Signature of authorized agent of contracting business entity  
(Declarant)