

From: [Misty Sims](#)
To: [Agenda](#)
Subject: June 11, 2024 Agenda
Date: Thursday, May 30, 2024 9:44:55 AM
Attachments: [image001.png](#)
[Ice Machine Rental and Service Agreement - HARDIN COUNTY \(003\) \(002\).pdf](#)

Consider and possibly authorize County Judge to sign Ice Machine Rental and Service Agreement with Kommercial Kitchens.

Misty Sims
Hardin County
Purchasing Agent
300 West Monroe Street
Kountze, Texas 77625
(409) 246-5124 phone
(409) 246-3208 fax
misty.sims@co.hardin.tx.us



**Kommerical Kitchens
Ice Machine Rental and Service Agreement**

Kommerical Kitchens ("Lessor") enters into this Rental and Service Agreement ("Agreement") for the lease of an Ice Machine ("Equipment"), on the terms of this Agreement, With:

Hardin County (name), located at: 300 W. Monroe Street, Kountze, TX 77625

(hereinafter referred to as "Lessee") sole proprietorship partnership corporation

other: Local Government. Email address: misty.sims@co.hardin.tx.us.

Contact name: Misty Sims. Phone number: (409) 246-5124.

Lessor will furnish an ice machine ("Equipment") to the Lessee. Lessee agrees to pay Lessor a fixed base Equipment rental fee of \$ 250.00 each month, plus all taxes, charges, fees and other expenses provided for in this Agreement when applicable, due and payable at the beginning of each monthly period as billed to Lessee by Lessor. All business personal property taxes on the Equipment shall be paid by Lessor. Lessee is responsible for payment of all sales and use taxes under this Agreement. Lessor shall provide routine, periodic service and inspection of the Equipment, subject to additional charges for the same if performed outside of normal business hours or as otherwise provided for in this Agreement. Any additives or cleaning products/chemicals which may be required for the Equipment shall be purchased by Lessee only from Lessor and the costs for same shall be in addition to the base monthly rental fee for the Equipment.

Ice Machine Model: HID525A-1 Serial No: 20061320011053

Ice Bin Model: - Serial No: -

Filter System Model: 6213001 Filter Cartridge Model: HF45-S

The Equipment will be located at the following address: _____,
and shall not be removed from such location for any reason at any time by anyone except by Lessor.

Automatic Billing:

Name on Account: _____

Financial Institution Name: _____ Phone Number: _____

Address: _____

Account Number: _____ Routing Number: _____

Name on Credit Card: _____

Number: _____ Expiration: _____ CVC: _____

Lessee authorizes Lessor to withdraw monthly payments from the account indicated above according to the terms of this Agreement. This payment authorization is for the goods/services/taxes/charges as described in this Agreement, for the amounts provided for in this Agreement only and shall be valid until written notice from Lessee to Lessor. The undersigned individual certifies that the undersigned is an authorized agent of Lessee and an authorized signer on Lessee's account indicated above, and that the undersigned and Lessee

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will not dispute any payments made from such account to Lessor with any financial institution, so long as the transaction amount corresponds to the terms of this Agreement.

Lessee's agent/authorized account signer: _____(signature)

Print Name: Wayne McDaniel

Lessee's Insurance information required:

Company: Texas Association of Counties Agent: Nelly Cano

Phone: (512) 478-8753 Policy No: _____

If at any time during this Agreement the Lessee is unable to provide proof to Lessor, to Lessor's satisfaction in its sole judgment, that the Equipment is insured against loss, damage, theft and destruction under a policy of insurance owned by Lessee and that Landlord is the loss payee under such policy with respect to the Equipment, then Lessee agrees to pay an additional fee in the amount of \$18.00 per month for each and every month of this Agreement for which Lessee fails to provide such proof of insurance to Lessor.

This Agreement is for an initial term of 12 months, and thereafter it shall automatically renew on a monthly basis. Upon termination of this Agreement, the Equipment shall remain the property of Lessor and shall be returned to Lessor, unless Lessee elects to purchase the Equipment as provided for below. After the first 12 months of this Agreement, this Agreement may be terminated by Lessor or Lessee upon no less than 60 days' prior written notice. If this Agreement is terminated during the first 12 months of this Agreement, then Lessee agrees to pay the balance of all remaining monthly rental payments owed in the first 12 months of this Agreement. This Agreement may be terminated by Lessor at any time upon written notice to Lessee, if Lessor determines that Lessee is in breach of this Agreement for any reason. In such event, Lessee agrees that Lessor may take immediate possession of the Equipment and that Lessee shall immediately voluntarily and willingly surrender the Equipment to Lessor, without further legal action or notice to Lessee. Additional fees, in addition to any of Lessee's past due balances under this Agreement will apply, equaling up to two months rental in addition to all fees for any damage to the Equipment, transportation and other repossession charges, as well as reasonable legal fees and expenses incurred by Lessor in collection of all amounts due from Lessee to Lessor under this Agreement and Lessor's repossession of the Equipment.

At any time after the end of the initial term of this Agreement, and provided that Lessee is not then in default under this Agreement, Lessee shall have the option to purchase the Equipment from Lessor for 80% of the then-current sales price of the same, or equivalent, model number of the Equipment.

Lessor will consult with Lessee regarding, and Lessee shall comply with, requirements for Equipment installation. Lessee will provide all required space, plumbing, electrical and permitting for the Equipment, and will ensure space is ready prior to Equipment delivery and installation. Lessee will provide such other equipment as required to support Lessee's use of the Equipment. Lessor will deliver and install the Equipment at Lessee's location as listed

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above and consult with Lessee regarding proper use and operation of the Equipment, which Lessee agrees to follow.

Lessor will provide parts, maintenance and repairs as needed due to normal wear and tear only on the Equipment and will periodically inspect the Equipment to see that it is in working order by routine maintenance checks, at no additional cost to Lessee, provided that such maintenance, repairs and inspections can be performed by Lessor between the hours of 8am and 5pm on any Monday through Friday that is not a customarily observed holiday ("normal business hours"). If Lessee requests Lessor to service, repair or inspect the Equipment outside of normal business hours, then Lessee agrees to pay Lessor an additional After Hours Service Charge of \$195 for each visit outside of normal business hours.

Lessee agrees that no one other than Lessor will be allowed to provide service, repairs or maintenance on the Equipment at any time.

Lessee agrees that if the Equipment is damaged or is not working properly for any reason, other than normal wear and tear, then Lessee shall be liable to Lessor for all parts, labor and service costs incurred by Lessor to repair the Equipment and restore it to working order, and that these charges will be paid by Lessee to Lessor when billed to Lessee.

The Equipment shall remain the property of Lessor at all times. Lessee shall at all times keep the Equipment segregated and identified as leased equipment, separate and apart from the tangible business property that Lessee owns. Lessee will not transfer or attempt to transfer the Equipment to any third party nor remove the Equipment from the location designated in this Agreement and will only permit use of the Equipment by Lessee's properly trained employees. Lessee shall not allow the Equipment to become subject to any lien, judgment or other encumbrance of any kind by, in favor of or against Lessee, Lessee's landlord, Lessee's creditors or any other third party. Lessee shall be responsible to Lessor for any damage of any kind to the Equipment caused by the negligence or intentional act of Lessee or any of Lessee's employees, contractors, agents, representatives, customers or invitees. Lessor is not responsible for any damage to or failure of the Equipment, and any other resulting loss, damage or expense incurred by Lessee, due to Lessee's use of the Equipment in any unauthorized manner or for any unauthorized purpose, or due to any modification or defacement of the Equipment or due to the Equipment being serviced or repaired by anyone other than Lessor, any of which shall constitute a default of this Agreement by Lessee.

Lessee shall have no right to assign this Agreement to anyone without the express, prior written consent of Lessor, which may be withheld for any reason. Lessor shall have the right to assign this Agreement to anyone upon prior written notice to Lessee of such assignment.

LIMITATION OF LESSOR'S LIABILITY: Under no circumstances, except for Lessor's intentional, wrongful act, shall Lessor's liability to Lessee exceed the amount of all payments received from Lessee under this Agreement.

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LESSOR AGREES TO PROMPTLY DEFEND, INDEMNIFY AND HOLD LESSEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, AND JUDGMENTS FOR (A) DAMAGES TO THE LOSS OF PROPERTY OF ANY PERSON; AND/OR (B) DEATH, BODILY INJURY, ILLNESS, DISEASE, LOSS OF SERVICES, OR LOSS OF INCOME OR WAGES TO ANY PERSON, ARISING OUT OF INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENT OR WILLFUL ACT OR OMISSIONS OF THE LESSOR, ITS AGENTS, OFFICERS, AND OR EMPLOYEES IN THE PERFORMANCE OF ACTIVITIES OF DUTIES PURSUANT TO THIS AGREEMENT.

Signed and Effective as of the ____ day of _____, 20_____.

Kommerical Kitchens Representative
2510 IH10
Beaumont, TX 77703

Lessee (Print Name): Hardin County

By (Signature): _____

Print Name/Title: Wayne McDaniel, County Judge
Lessee's Authorized Officer

LANDLORD WAIVER AND AGREEMENT

The undersigned, being the above named Lessee's Landlord and owner of the premises located at: _____ ("Premises") does hereby waive any and all rights or interest whatsoever in or to the personal property described in the foregoing Agreement ("Equipment") which has been or may be installed or located in, upon or affixed to the Premises. The undersigned does hereby agree that the Equipment shall not be considered to be a fixture or any part of the Premises, and shall remain the personal property of Kommerical Kitchens. Kommerical Kitchens shall have the right to remove the Equipment from the Premises at any time and with no liability to the undersigned. This waiver and agreement shall be binding upon all heirs, beneficiaries, legal representatives, successors and assigns of the undersigned.

Landlord Name: _____

Date: _____

Signature: _____

Phone: _____

Customer Obligations/Clarifications:

- Ice machines must be within 5' of power, water, and a drain
- Ice machines requires a dedicated circuit
- Ice machine is not to be moved or relocated
- Lessee is responsible for the following monthly maintenance: 1) Clean air filter with mild soap and water. 2) Remove all ice from bin, wipe down bin, if necessary, with soap and water, and pour one cup of warm water down the bin drain to prevent backup and mold.