
TULSA COUNTY

PURCHASING
DEPARTMENT

MEMO

DATE: AUGUST 29, 2012

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: RENTAL AGREEMENT-JD YOUNG

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED RENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE TULSA COUNTY BUDGET BOARD AND THE TULSA COUNTY PURCHASING DEPARTMENT AND JD YOUNG FOR SERVICES WITH RESPECT TO EQUIPMENT AND SERVICE MAINTENANCE FOR THE BOTTLELESS WATER PURIFICATION SYSTEM, MODEL #0835109561, PWIR, WHITE.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/sks

ORIGINAL: EARLENE WILSON, COUNTY CLERK, FOR THE SEPTEMBER 4, 2012 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER FRED R. PERRY
MARK LIOTTA, CHIEF DEPUTY
LINDA DORRELL, DIRECTOR, PURCHASING

RENTAL AGREEMENT

Customer Information	Billing Information (if different)
Name <i>BOCC on behalf of Tulsa County Budget Board</i>	Name ()
Contact <i>Kendra Dorrell</i> (918) 596-5022	Contact Phone Number
Address <i>500 S. Denver Ave.</i>	Address
City, State, Zip <i>Tulsa, OK 74103</i>	City, State, Zip

Distributor: JD Young/Think Healthy Systems	
City, State, Zip: 116 W. Third Street Tulsa OK 74103	
Contact: Bob Stuart Jr.	Phone Number (918) 582-9955

Rental Term	Monthly Payment	Sales Tax (% <u> </u>)	Total Payment
12 Months	\$ <i>46.95</i>	+ \$.	= \$ <i>46.95</i>
Billing Frequency	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Pmt. Method:	<input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Auto Debit

Equipment Schedule (Model & Serial#) <i>PWIR White - 0835109561</i>

Special Provisions: <i>Includes Service & Filters</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Due with Order</td> </tr> <tr> <td>Adv. Pmts. (# <u> </u>)</td> <td>+\$ <u> </u> . <u> </u></td> </tr> <tr> <td>Installation Fee</td> <td>+\$ <u> </u> . <u> </u></td> </tr> <tr> <td>Total Due with Order</td> <td>=\$ <u> </u> . <u> </u></td> </tr> </table>	Due with Order		Adv. Pmts. (# <u> </u>)	+\$ <u> </u> . <u> </u>	Installation Fee	+\$ <u> </u> . <u> </u>	Total Due with Order	=\$ <u> </u> . <u> </u>
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Installation Fee	+\$ <u> </u> . <u> </u>								
Total Due with Order	=\$ <u> </u> . <u> </u>								

Agreed and Accepted By:

Customer: _____ (Authorized Signature) _____ (Name Print)

Distributor: *Patricia Stewart* (Title) *General mgr.* (Date) *8/23/12*
 (Authorized Signature) (Title) (Date)

Customer acknowledges having read and understood all of the terms and provisions of this Rental Agreement, including the reverse side hereof, and agrees to be bound by all of the terms and provisions contained herein upon the execution of this Rental Agreement. The Customer agrees this Rental Agreement is for the rental term indicated above.

APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

RENTAL AGREEMENT TERMS AND CONDITIONS

- 1. Ownership of Equipment:** JD YOUNG or its assignee is the sole owner and titleholder of the Equipment during the rental period. Customer agrees to keep the Equipment free and clear of all liens.
- 2. Complete Agreement:** Customer agrees that no promises or Agreements have been made by JD YOUNG or anyone else which are not part of this Agreement and that any revisions to this Agreement must be signed by an authorized representative of JD YOUNG and the Customer.
- 3. Authorized Signer:** The person(s) signing this Agreement on behalf of the Customer or signing any Guaranty represents they have the authority to do so and that no information supplied by Customer is false.
- 4. Replacement Filters:** This Agreement includes a filter replacement set per unit per contract term renewal.
- 5. Liability and Insurance:** Customer is responsible for any losses or injuries caused by the Equipment and due to the acts of Customer. Customer further agrees to keep the Equipment fully insured against such losses during the term of the Agreement or any extension thereof.
- 6. Location of Equipment:** Customer will keep the Equipment at the location specified in the Agreement. The Distributor or an authorized agent, for reasonable and customary charges, agreed to in advance in writing and signed by the Customer, must perform any relocation of the Equipment.
- 7. JD YOUNG Interests:** Customer may not sell, transfer, encumber or assign the Equipment or this Agreement without express prior written consent of JD YOUNG or its assignee.
- 8. Installation, Maintenance and Care:** Distributor, or its authorized agent, agrees to install the Equipment in accordance with manufacturer's specifications. Customer agrees to use and maintain the Equipment in accordance with the manufacturer's specifications. Customer will also make the Equipment available and accessible to the Distributor or its authorized agent for maintenance.
- 9. UCC Filings:** Customer grants JD YOUNG (and its successors and assigns) authorization to sign and file any Uniform Commercial Code financing statements deemed necessary or desirable by JD YOUNG (or its successors and assigns) to protect its interests in the Equipment.
- 10. Default:** If Customer does not pay any amount when due, or breaches any other term of the Agreement, JD YOUNG or its assignee, may deem Customer in default of the Agreement, and JD YOUNG or its assignee retains the right to exercise any and all legal remedies available by applicable laws, including, but not limited to, repossession of the Equipment.
- 11. Business Agreement:** Customer agrees that this Agreement is for business purposes and will be governed by the laws of the state in which the Equipment is located. Customer further agrees that should any legal action, suit, or proceeding be initiated by any party to this Agreement with regard to or arising out of this Rental Agreement, or the Equipment covered hereby, such action shall be brought only in the courts of the state in which the Equipment is located, and all parties consent to the jurisdiction of such courts as to all such actions.
- 12. Early Termination:** This agreement may not be terminated prior to the end of the original term.
- 13. Other Rights:** Customer agrees that JD YOUNG or its assignee's, failure to exercise any of their rights does not prevent them from exercising them at a later date.