

# EQUIPMENT RENTAL AGREEMENT

## Section 1 – PARTIES OF THIS AGREEMENT

This Equipment Rental Agreement is between Aspen Rentals, Inc., a Texas Corporation, located at 23603 N. Hwy. 288 in Angleton, Texas 77515 (“Lessor”) and City of Yakima, WA. (“Lessee”).

## Section 2 – NOTICES

Any notice, payment or document required or permitted to be delivered there under, except for the notice of payment required pursuant to the terms hereof, shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, addressed to the parties hereto at:

### LESSOR:

**Aspen Rentals, Inc**  
**23603 N Highway 288**  
**Angleton, Tx 77515**

### LESSEE:

#### **Bill to Address:**

**129 N. 2<sup>nd</sup> Street**  
**Yakima, WA 98901**

#### **Ship to Address:**

**2220 East Viola Ave**  
**Yakima Washington 98901** \_\_\_\_\_

**AP Contact:** Mike Price **Phone:** 509.728.8104

**Email:** mike.price@yakimawa.gov

Section 3 - RENTAL EQUIPMENT:

Subject to the terms and conditions hereinafter set forth, Lessor hereby leases to Lessee, and the Lessee hereby rents from Lessor a GEA Westfalia Model #CA-450-00-02 Decanter Centrifuge, more specifically described and pictured as follows:



- GEA- Westfalia, Model# CA-450-00-02, Decanter Centrifuge
- 40 Hp main drive and a 15 Hp back drive, pulling 3,200rpms.
- Large, air-conditioned, control room.
- Centrifuge bowl is approximately 18.5" wide by 56" long, 10-degree pitch.
- Electronic controls for bowl, conveyor, pumps, and polymer. (Conveyor is fully hardened.)
- 4" Sludge Feed Pump
- Flow meter for measuring the flow rate.
- Aspen Rentals polymer emulsion blending system and emulsion feed pump.
- Dewatered solids screw conveyor system.
- Control system with VFD, panel view operator interface and scroll drive controller.

This centrifuge is a two-phase unit and will require a 480 three phase, 100-amp breaker power supply.

Note: Pursuant to Section 10, Operation, Maintenance, and Repair, parts will be shipped overnight if possible; installation of parts and maintenance of the centrifuge are the responsibility of the Lessee. Technicians are available for onsite repairs if needed, see Section 4 for rates.

**Additional Unit Specifications:**

- This unit is 8'6" wide by 48' long and 38,000lbs.
- VIN#: 1KKVE5121XL116410
- License Plate: 055B5008

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Section 4 – TERMS

1. Unless terminated pursuant to the provisions of Section 15, this Agreement shall commence on a month-to-month basis the day the unit leaves the Aspen Rental facility in Angleton, Texas subject to Lessor approval. This date is expected to be on or approximately **7/6/2021**, (the “Commencement Date”) and shall expire on or approximately **08/07/2021** (the “Expiration Date”). **It is agreed and understood that the prices quoted in this agreement are for 1 month’s rental and payment is due within net 30 days.** The LESSEE may verbally request a renewal or extension at least ten (10) days prior to the Expiration Date of this contract. **Once the terms of this agreement have been satisfied, the rental rates may be extended daily or weekly on a prorated basis.** Prorated rental rates are calculated by taking the monthly rate and dividing it by 30.  
*RWH* **Initial here to accept prorated daily rate and extended terms.**
2. In the event of a renewal or extension of this Agreement, LESSEE agrees to pay the sums specified herein and to abide by the same terms and conditions specified in this Agreement, and hereby acknowledges, confirms, and ratifies that all terms and conditions of this Agreement other than the increased sums in Section 4, if any, shall remain in full force and effect.

Section 5 – DELIVERY AND INSTALLATION

Lessee has opted to have the Equipment transported by Lessor, pursuant to Section 6 below.

Section 6 – RENTAL RATES, LATE CHARGES AND COSTS:

1. Lessee agrees to pay to Lessor rent for the unit and all ancillary Equipment selected in this section, paragraph 6, herein referred to as “Equipment.” Rental rates are for 30-day periods of usage unless otherwise stated. Rent payments are due **net 30** from date of invoice. Rental shall commence when unit leaves Aspen facilities and shall expire when unit or units arrive back at Aspen’s facility and pass all inspections. The first month’s rent will be billed when the unit is shipped. A deposit of **\$ 0.00** is required prior to shipment. The deposit is refunded after the rental unit is returned and inspected for damages by Lessor. Deposit funds are subject to be utilized as payment for damages to the unit.

*RWH* **Initial here to accept terms of deposit funds.**

Section 6 – RENTAL RATES, LATE CHARGES AND COSTS continued:

2. All payments from Lessee shall be made to Lessor by certified funds or electronic payment. (Preferred method of payment is ACH)
3. Late Charges and Fees
  - a. The execution of this agreement (1) authorizes Lessor to charge interest on outstanding balances past payment terms at an annual percentage rate of 18% or to the extent permitted by law, whichever is less, (2) authorizes Lessor to charge a late fee of five percent (5%) on outstanding balances past payment terms (3) authorizes the Lessee's bank and trade references to release any requested information to Lessor for use in the evaluation of this request for credit extension, and (4) acknowledges that Customer has read Lessor terms and conditions and agrees to be bound by their terms.
  - b. It is agreed that monies owed to Lessor past net 30 days as per the invoice date, must be paid prior to pickup of the press for return. Rental charges will continue to accrue until past due monies are paid to Lessor and the unit is returned to the Lessor's facility in Angleton, Texas.
  - c. It is expressly understood that all payment due dates are net 30 days from the invoice date.
  - d. **It is further understood and agreed that Lessor has full rights to legally access the project sites to which their Equipment is being utilized for the sole purpose to safely shut down all use of Lessor's Equipment for late or non-payments by Lessee.**
4. Lessee further agrees that any Technician whom Lessee intends to operate the Equipment shall be fully trained in the operation of the Equipment and has been thoroughly trained in the safe operation of the unit.
5. **If Lessee contends that it is not obligated to pay sales tax on this transaction, Lessee must attach a copy of a sales tax exemption certificate from Lessee or Lessee's contracted client.** If none is attached, Lessee will be responsible for all State and Local Sales Tax associated with this Agreement.
6. See **Equipment** pricing options and make your selection:

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**\*\* All rental rates are based on a 3-month minimum. Prices are per month, per unit\*\***

<u>Pricing for Rental Unit</u>	<u>Select</u>	<u>Daily Hours</u>	<u>Price</u>
Centrifuge : CF 2003 – Westfalia CA-450-00-02	<input checked="" type="checkbox"/>	24-Hrs	\$12,500

<u>Pricing for Optional Ancillary Equipment</u>	<u>Select</u>	<u>Daily Hrs.</u>	<u>Price</u> Per Month/ Per Piece
4" Skid Mounted Filtrate Pump w/ VFD	<input type="checkbox"/>	24-Hrs	\$1,850
6" Skid Mounted Filtrate Pump w/ VFD	<input type="checkbox"/>	24-Hrs	\$2,520
4" Positive Displacement Pump	<input type="checkbox"/>	24-Hrs	\$3,360
Submersible Electric Pump	<input type="checkbox"/>	24-Hrs	\$2,220
40' Belt Conveyor w/ Stand and Electrical Controls	<input type="checkbox"/>	24-Hrs	\$2,300
Automated Emulsion Polymer Make-Down System	<input type="checkbox"/>	24-Hrs	\$1,800
Polymer Tank and Mixer Make-Down System	<input type="checkbox"/>	24-Hrs	\$1,800
15 GPM Polymer Dosing Pump w/ VFD and Stand	<input type="checkbox"/>	24-Hrs	\$1,560
50 GPM Polymer Dosing Pump w/ VFD and Stand	<input type="checkbox"/>	24-Hrs	\$1,800
4" In line Grinder w/ VFD Skid	<input type="checkbox"/>	24-Hrs	\$2,760
4" Camlock, 25' Long Hose	<input type="checkbox"/>	24-Hrs	\$120
2" Camlock, 25' Long Hose	<input type="checkbox"/>	24-Hrs	\$120
¾" Camlock, 25' Long Rubber Polymer Hose	<input type="checkbox"/>	24-Hrs	\$120

RWH Initial here to acknowledge all selected equipment pricing

7. **Optional--Technician**

Aspen Rentals charges a **minimum daily rate of \$1,200.00** for up to 12 hours of work per technician, if necessary. It is not anticipated that any technician time will be necessary as part of this agreement. However, if technician time is necessary via telephone, the technician will charge the hourly rate of \$135.00 per hour.

- At least 1 technician will be needed per 12-hour shift
- This rate includes all fees such as hours on-site, standby, driving, hotel and per diem.
- This rate does **NOT** include airline travel when necessary.
  - Flights are billed at cost.
- Each additional hour over 12 hours is billed at **\$135.00 PER HOUR**.
- The **daily rate charges begin accruing once your technician departs** from Aspen Rentals **until the time he arrives back** to the Aspen Rentals facility. Estimated days of travel will be provided if needed.
  - Technician rate will be adjusted for prevailing wages.

8. **Optional – Transportation**

- a. Mobilization shipping is quoted in this section by utilizing Aspen Rentals transport services or by third party at a rate of cost plus a 20% markup. Lessee may use any transporter they choose to save the additional 20%. **Lessee must give a 10-day advance for a demobilization date, or Lessee may have additional rental days due to transportation delays or holidays.** Mobilization charges are billed net 30 from day equipment leaves LESSOR facility. Demobilization charges are billed net 30 from the day the Equipment arrives back at LESSOR facilities.

**\*\* If Lessee has opted to demobilize press at their own expense. Lessee will be responsible for all incidentals including but not limited to, tires, permits, DOT Violations, tickets, and demurrage time. Lessee will be responsible for crane fees (if needed) even upon Lessee arranged transport\*\***

RWH Initial here to accept responsibility for LESSEE arranged transport option ONLY.

b. Our transportation fees are as follows:

<u>Transportation Type</u>	<u>Departing From</u>	<u>Arriving To</u>	<u>Total Mileage</u>	<u>Price Each Way</u>
Standard Load	Angleton, TX	Yakima, Wa.	1,800	\$10,140.00
Standard Load	Yakima, Wa.	Angleton, TX	1,800	TBD – see Demobilization above

RWH Initial here to acknowledge transport and or crane fees

Section 7 – TITLE TO EQUIPMENT:

1. The Equipment shall at all times be and remain the sole and exclusive property of Lessor, and Lessee shall have no rights, titles, or interests to the Equipment other than the right to use the Equipment under this Agreement and pursuant to the terms and conditions herein contained.
2. By signing this agreement, Lessee agrees that Lessor has full rights, titles and interests to the Equipment and waiving and releasing any lien rights or other interests in and to the Equipment.
3. Lessor and Lessee agree Lessor has the requisite authority and right to rent the Equipment to Lessee on the terms and conditions specified herein.

Section 8 – REMOVAL, INSPECTION AND RETURN

1. The Equipment shall not be removed from the place of its initial installation without the prior written consent of Lessor. Lessee shall, at all times, allow Lessor or its agents or representatives access to the project location and all rental Equipment to examine and inspect the Equipment.

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2. Lessor may shutdown the use of Equipment or can remove the Equipment from Lessee's premises if, after ten (10) days after the Expiration Date or any extension thereof, or upon default of this contract, such Equipment that has not been returned to Lessor. In the event Lessor is forced to retrieve the Equipment from Lessee's premises, Lessor shall be entitled to all removal, storage, transportation and other costs and expenses associated with the retrieval of the Equipment, as well as any late charges and per diem rent accruing after the Expiration Date or any extension thereof. While the Equipment is in Lessee's possession, Lessee agrees to keep the Equipment in good condition and in a safe manner pending such removal.
3. Lessee shall be responsible for decontaminating the Equipment and shall deliver the Equipment to Lessor in a clean and acceptable condition to Lessor. It is understood and agreed that decontamination and cleaning are of extreme importance and must comply with US DOT and EPA rules and regulations regarding vehicle/trailer cleanliness and waste transport. Lessee shall give Lessor a written inventory of the condition of the Equipment before its removal.
4. Prior to returning the Equipment, Lessor shall have the right to inspect the Equipment for proper decontamination, cleaning, and damage. **If damage other than routine wear is found, Lessee shall immediately be financially liable to Lessor for all parts and labor necessary to restore the Equipment to its pre-rent condition.**
  - a. The existence and extent of damage and the necessity of repair and/or replacement of the Equipment shall be at Lessor's sole discretion.
  - b. Lessee shall be notified within ten (10) days of return if any damage is alleged, and provided evidence of such damage and an opportunity to dispute such damage within ten (10) days of notification.

#### Section 9 – INDEMNITY AND LIMITATION OF LIABILITY

1. Lessee agrees to defend, hold harmless and indemnify Lessor for any liability, claim, loss, damage, injury (including personal injury) or expense of any kind or nature caused directly or indirectly by Lessee's property and services at the project site, unless caused by gross negligence by Lessor.

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2. Lessor agrees to defend, hold harmless and indemnify Lessee, its elected and appointed officials, officers, employees, agents and volunteers for any personal liability, claim, loss, damage, personal injury) or expense of any kind or nature caused directly or indirectly by Lessor's property and services at the project site, unless caused by gross negligence by Lessee.
3. Notwithstanding the foregoing, under no circumstances shall either party be liable to the other party for any incidental, consequential, special, punitive, or other damages other than actual direct damages to Lessor's Equipment. Any protection against liability for losses or damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of any protected individual or entity), indemnity, statute or otherwise except for damages to Lessor's Equipment. To the extent permitted by law, any statutory remedies which are inconsistent with these terms are waived.
4. To the extent that a skid mounted belt press or any other Equipment is maintained and operated on site on the trailer that the press or Equipment is delivered on, the Lessee will have the responsibility of ensuring that all OSHA and MSHA regulations are conformed with, pertaining to the safety requirements of all operators on the unit. This includes, but is not limited to, safety rails, enclosures, tie-offs, fall prevention and access points, electrical connections, etc.

#### Section 10 – OPERATION, MAINTENANCE AND REPAIR

1. Lessee shall comply with and conform to all Municipal, State and Federal laws, including without limitation all environmental laws, relating to the maintenance, operation, and repair of the Equipment. Lessee shall maintain the Equipment in good condition and running order at all times during term of this Agreement and any extensions thereof but shall not be responsible for normal wear and tear, save and except filter belts and damage caused by Lessee's operations, for which Lessee shall be responsible.
2. Maintenance of the unit is the sole responsibility of the Lessee. Replacement parts (non-wear items only) for the Equipment will be sent, at Lessor's expense, to the project site upon notification from Lessee's representative, unless damage was caused by Lessee. Repairs at

the project site to the Equipment, utilizing the parts sent by Lessor, will be by Lessee's representative.

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3. The Equipment will be delivered to Lessee in good working condition, and monetary credit will not be issued for time the Equipment is not in use during the contractual term unless written exception is given by Lessor. Specifically, Lessor's rental Equipment downtime due to; maintenance necessary by Lessee's fault, acts of God, operational and or contractual issues associated with the Lessee's project will not in any way affect the monies owed by the Lessee to the Lessor.
4. All additions, attachments, accessories, and repair parts at any time placed in or on the Equipment shall be purchased by Lessee from Lessor and shipped next day to Lessee's location for immediate repair to facilitate limited downtime to repairs. Lessor shall have no responsibility for the maintenance of the Equipment from the time it is picked-up by Lessee until it is returned to Lessor, except as herein provided.
5. Lessee agrees and understands that the Equipment shall only be used on non-hazardous sludge. Lessee further acknowledges and confirms that Lessee is responsible for damages to the filters or rollers if damaged by overloading.

#### Section 11 – RISK OF LOSS AND INSURANCE

1. All risk or loss or damage of the Equipment shall be borne by Lessee from and including the arrival date of this Equipment on Lessee's property through and including the exiting Lessee's property.
2. In the event that the Lessee arranges, contracts and/or provides transportation for above listed Equipment, it will be the Lessee's responsibility to ensure that suitable insurance, as defined by attached rider specifications, is in place from the date the Equipment leaves Lessor's property to the time that it is returned to Lessor's property at the end of the term of this contract.
3. At all such times, Lessee shall have and maintain insurance with respect to the Equipment against risks of casualty, fire (including so-called extended coverage), theft and all other

insurable risks, in the amounts specified on Exhibit "A," attached hereto and incorporated herein by reference. All such policies shall name the Lessor as an additional insured as

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respects liability arising from work or operations performed by or on behalf of Lessee (excluding Workers' Compensation/Employer's Liability coverage), but only to the extent losses are caused by: (1) operations performed by or on behalf of the named insured, and (2) Lessee's negligence or willful act or omission. Lessee shall deliver to Lessor, a certificate of insurance, the policies themselves, or other evidence of insurance satisfactory to Lessor on

or before the Commencement Date. Lessee covenants and warrants not permitting such insurance to lapse and, should such a lapse occur, to promptly notify Lessor and reinstate such insurance coverage.

#### Section 12 – DAMAGE, DESTRUCTION OR THEFT

Notwithstanding damage caused by something other than normal wear and tear to the Equipment, Lessee agrees to continue to pay the amounts set forth in Section 4. Lessee shall have the responsibility for the repair of the damaged Equipment, and Lessee shall repair or cause the Equipment to be repaired after the damage to the satisfaction of the Lessor and at Lessee's sole cost and expense. In every such instance, Lessor will reimburse Lessee for the cost of repair to the extent Lessor recovers any insurance proceeds covering such damage. In the event the Equipment is destroyed, stolen or damaged beyond repair, Lessee shall forthwith pay to Lessor the agreed-upon replacement value set forth below for the Equipment less (a) the salvage value, if any, of the Equipment, and (b) any insurance proceeds actually received by Lessor because of such destruction, theft, or damage. The parties hereto agree that the replacement value of the Equipment during the term of this Agreement and any extension or renewal period that is specified on page 13 of this contract in Section 18, Article 2. Property Equipment Coverage for the Centrifuge and trailer.

#### Section 13 – ASSIGNMENT AND SUBRENT BY LESSEE

Lessee may not assign this Agreement or sub rent the Equipment without the prior written consent of Lessor. In the event Lessor consents to any such assignment or subletting, such assignment or subletting shall not relieve Lessee of its obligations under this Agreement unless otherwise agreed to by Lessor in writing.

Section 14 – ASSIGNMENT BY LESSOR; RIGHTS OF ASSIGNEE

The Lessor shall have the right to sell or assign this Rent Agreement, including its rights, title

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and interest to the Equipment and the rent and other charges reserved herein, without notice to or the consent of Lessee. In the event of any such assignment by the Lessor, the Lessee acknowledges that the assignee shall thereupon acquire all of the rights and remedies possessed by or available to the Lessor. Upon receiving written notice of any such assignment, the Lessee shall thereafter make rental payments as therein directed.

Section 15 – EVENTS OF DEFAULT AND REMEDIES

1. The following events shall be deemed to be events of default by the Lessee under this Agreement:
  - a) Lessee shall fail to pay any installment of the rent or any of the other amounts owing under Section 4 when due and payable, and such failure shall continue for a period of thirty (30) days.
  - b) Lessee fails to comply with any other term, provision or covenant of this Rent Agreement and does not cure such failure within thirty (30) days after receipt of written notice thereof by the Lessor.
  - c) A change of control within Lessee occurs. For purposes hereof, the term "Change in Control" shall be deemed to occur if (1) there shall be any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all, or substantially all, of the assets of the Lessee, or (2) the directors or partners of any entity of the Lessee shall approve any plan or proposal for liquidation or dissolution of the Lessee, or (3) any person shall become the beneficial owner of 51% or more of the outstanding interests of any entity of the Lessee other than those persons who are, as of the date of this Agreement, beneficial owners of any entity of the Lessee.

- d) Lessee becomes insolvent or unable to meet its obligations as they mature, make a general assignment for the benefit of creditors, or consent to the appointment of a trustee or a receiver, or admit in writing its inability to pay its debts as they mature.
- e) The appointment of a trustee or receiver for the Lessee or for a substantial part of the properties of the Lessee without the consent of the Lessee.

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- f) The commencement of bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings by or against the Lessee and, if instituted against it, the same being consented to by the Lessee or remaining undismissed for a period of ninety (90) days.
2. Upon the occurrence of any event(s) of default, the Lessor shall have the right to declare the balance of the rental and other charges payable hereunder to be immediately due and payable and shall have the immediate right to retake and retain the Equipment. Lessor shall further have any and all other rights afforded to it by law or at equity. Lessee and each surety, endorser, and guarantor, if any, waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law. In the event a lawsuit is necessary to enforce and protect Lessor's rights and interest under this Agreement, Lessee agrees to pay Lessor's attorneys' fees and legal costs.

#### Section 16 – TERMS AND CONDITIONS

The terms, provisions, covenants, and conditions contained in this Rent Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, representatives, successors, and permitted assigns except as otherwise expressly provided.

#### Section 17 – CHOICE OF LAW AND JURISDICTION

In the event of a dispute regarding the terms, provisions, construction or enforcement of this Agreement, the parties agree that law shall apply, and Lessee hereby submits itself to the sole jurisdiction of courts sitting in Yakima County, Washington, for purposes of resolving such a dispute.

Section 18 – ENTIRE AGREEMENT

This instrument including Addendum A contains the entire Agreement between the parties. This Agreement may not be amended, altered, or changed except by an instrument in writing signed by both parties hereto.

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Section 19 – ASPEN RENTALS INSURANCE REQUIREMENTS FOR LESSEE

**1. Comprehensive General Liability**

a. With limits not less than:

Bodily injury:

- \$1,000,000 any one occurrence
- \$1,000,000 aggregate

Property damage:

- \$1,000,000 aggregate

b. Including the following:

- Contractual liability applying to the liability assumed by the Lessee under this contract.
- Projects/Completed Operations Coverage
- Lessee's Protective Liability, insuring work sub-let.
- Personal Injury.
- Lessor shall be included as an additional insured.

**2. Property Equipment Coverage for the unit and conveyor**

- Coverage for the rental "Equipment" of \$250,000.00 (per unit) for primary Equipment.
- Coverage for the rental "Equipment" of \$25,000.00 (per unit) for portable pumps.
- Coverage for the rental "Equipment" of \$25,000.00 (per unit) for polymer systems.
- Coverage for the rental "Equipment" of \$23,000.00 (per unit) for stacking conveyor.

**3. Workers Compensation**

a. Statutory requirement for State in which work is performed.

***Employer's liability with \$100,000 limits.***

RWH Initial here to acknowledge insurance requirements.



Section 20 – EXECUTION OF CONTRACT AGREEMENT

**LESSEE: City of Yakima, Washington**

Please sign: 

Please print: Robert Harrison

Title: City Manager

Date: July 9, 2021

**LESSOR: ASPEN RENTALS, INC**

Please sign: 

Please print: Lance Wortham

Title: Controller

Date: 7/2/2021

Please submit the following items with the executed contract:

- Proof of Insurance
- Tax Certificate (if applicable)

Thank you for your business.

Addendum A

- 1) Rental cost for three (1) month period. The proposal should state when the rental period begins and ends.
  - a. Begins on the day, the equipment ships. From port hole to port hole.
  - b. Ends on the day the equipment is received by Aspen.
  
- 2) Cost for additional time if the equipment needed for longer than three (1) months.
  - a. (Assumes that the equipment is available for longer than three (1) months. )
  - b. Rental will continue at the rate of \$12,500 per month. Minimum of 1 month.
  
- 3) Deduct if rental equipment is needed for less than (1) three months (one month minimum)
  - a. Rental will be pro-rated at an amount of \$416.67 per day
    - i. Rent continues until the day the machine is returned to Aspen Rentals.
  
- 4) Cost for supervision to install, train and/or remove equipment  
N/A
  
- 5) Cost for labor to operate equipment 24/7 during the rental period. N/A. Lessor agrees that Lessee's personnel have adequate training and ability to operate this equipment.
  
- 6) Transportation of equipment to and from City of Yakima, Wa.
  - a. \$10,140.00
  
- 7) Cost to train City of Yakima personnel to operate centrifuge with periodic supervision by equipment supplier.
  - a. A technician will be provided to train City of Yakima employees to run the centrifuge if necessary. Training can take anywhere from 3 to 10 day depending on the experience level of the trainees.
  
- 8) Confirmation in proposal that the equipment checked/ inspected by equipment supplier PRIOR to shipment confirming that all equipment is in good working order – ready to run
  - a. Aspen Rentals will verify that the equipment is fully operational upon shipping.
    - i. Credit for damaged equipment not caused by shipping will be at \$416.67 per day
    - ii. Damage could occur during shipping, which is the responsibility of Lessor since Lessee is paying for Lessor to ship the Equipment.
  
- 9) If there is a major equipment breakdown (i.e., repairs take 5 days or longer), the credit to be received by City of Yakima
  - a. For repairs taking more than 5 business days a credit in the amount of \$416.67 per day will be granted.
    - i. Business day is determined as Monday – Friday

- 10) Who is responsible for the cost of repairs?
- a. Aspen Rentals will be responsible for all repairs with the following exception
    - i. Wearable items such as:
      - 1. Sludge seals
      - 2. Damage caused by processing solid fore Rocks, Wood knots or other large foreign objects entering the centrifuge.
      - 3. Damage caused by electrical spikes or low voltage to the equipment.
      - 4. Any damage to the scroll or bowl.
- 11) Who is “acceptable” to accomplish the repairs?
- a. Aspen Rentals is responsible for seeing that all repairs are completed in a timely manner by Aspen technicians or other approved personnel.
- 12) proposed payment terms
- a. Payment for shipping will be due at the time of shipping.
  - b. Rent will be due Net 30
- 13) How long after a Po is issued will the equipment be ready to ship? (i.e., 1 wks.)
- a. Once a PO is issued and the unit can typically be mobilized in 72 hours and on site within 5-7 days. Keep in mind the Monday 07/05/2021 is a holiday.