

**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS
MONTGOMERY COUNTY HOSPITAL DISTRICT**

The regular meeting of the Board of Directors of Montgomery County Hospital District was duly convened at 4:00 p.m., July 24, 2018 in the Administrative offices of the Montgomery County Hospital District, 1400 South Loop 336 West, Conroe, Montgomery County, Texas.

1. Call to Order

Meeting called to order at 4:00

2. Invocation

Led by Mr. Grice

3. Pledge of Allegiance

Led by Mr. Spratt

4. Roll Call

Present:

Bob Bagley
Chris Grice
Kenn Fawn
Sandy Wagner
Brad Spratt
Georgette Whatley

Not Present:

Mark Cole

5. Public Comment

There were no comments from the public.

6. Special Recognition:

Field – Ethan Camden

"Mr. Fawn requested for the board to skip to agenda item no. 8. Board then moved back up to agenda item no. 7"

7. CEO Report to include update on District operations, strategic plan, capital purchases, employee issues and benefits, transition plans and other healthcare matters, grants and any other related district matters. (attached)

Mrs. Melissa Miller presented a report to the board.

"Mr. Fawn requested that agenda item nos. 20 and 21 be moved up prior to agenda item no. 9"

8. **Presentation of HR Turnover Report. (Ms. Whatley, Chair – Personnel Committee) (attached)**

Mrs. Emily Fitzgerald, HR Manager presented HR Turnover report to the board.

9. **Consider and act on appointment of Donna Daniel and Colleen Jarosek, employees of the District, as the Custodian of Records and agents to the Board Secretary to perform the duties related to the conduct of the Election and the maintenance of records of the Election in November 6, 2018, under the Texas Election Code. (Mrs. Wagner, Secretary – MCHD Board)**

Mrs. Wagner made a motion to consider and act on appointment of Donna Daniel and Colleen Jarosek, employees of the District, as the Custodian of Records and agents to the Board Secretary to perform the duties related to the conduct of the Election and the maintenance of records of the Election in November 6, 2018, under the Texas Election Code. Ms. Whatley offered a second and motion passed unanimously.

10. **Consider and act on approval of the calendar for the November 6, 2018 Election. (Mrs. Wagner, Secretary – MCHD Board) (attached)**

Mrs. Wagner made a motion to consider and act on approval of the calendar for the November 6, 2018 Election. Ms. Whatley offered a second and motion passed unanimously.

11. **Consider and act on proposed Order for Montgomery County Hospital District Board of Directors election on November 6, 2018, for the position of Director Precinct 3, Director Precinct 4 and Director At Large Position 2. (Mrs. Wagner, Secretary – MCHD Board) (attached)**

Mrs. Wagner made a motion to Consider and act on proposed Order for Montgomery County Hospital District Board of Directors election on November 6, 2018, for the position of Director Precinct 3, Director Precinct 4 and Director At Large Position 2. Ms. Whatley offered a second and motion passed unanimously.

12. **Consider and act on contract with Elections Administrator Suzie Harvey for administration of the November 6, 2018 Election. (Mrs. Wagner, Secretary – MCHD Board) (attached)**

Mrs. Wagner made a motion to consider and act on contract with Elections Administrator Suzie Harvey for administration of the November 6, 2018 Election. Ms. Whatley offered a second and motion passed unanimously.

13. **Consider and act on authorizing the District Staff to negotiate and execute an agreement for a joint election with any and all appropriate governmental bodies who may hold an election concurrent with the District's November 6, 2018 Election. (Mrs. Wagner, Secretary – MCHD Board) (attached)**

Mrs. Wagner made a motion to consider and act on authorizing the District Staff to negotiate and execute an agreement for a joint election with any and all appropriate governmental bodies who may hold an election concurrent with the District's November 6, 2018 Election. Mr. Bagley offered a second and motion passed unanimously.

14. **Consider and act on District Policies: (Ms. Whatley, Chair – Personnel Committee)**
- **HR 25-309 Insurance Programs**
 - **SEM 27-105 Lock Out Tag Out Policy**

Ms. Whatley made a motion to consider and act on HR 25-309 Insurance Programs and SEM 27-105 Lock Out Tag Out Policy. Mrs. Wagner offered a second. After board discussion Mr. Spratt requested some changes be made to SEM 27-105 Lock Out Tag Out Policy.

Ms. Whatley made an amendment to remove SEM 27-105 Lock Out Tag Out Policy from her original motion. Mr. Fawn offered a second and motion passed unanimously.

Board tabled action on SEM 27-105 Lock Out Tag out Policy.

Board then voted on motion to approve HR 25-309 Insurance Programs which passed unanimously.

- 15. EMS Director Report to include updates on EMS staffing, performance measures, staff activities, patient concerns, transport destinations and fleet.**

Mr. Matt Walkup, BAU Manager presented a report to the board.

- 16. Consider and act on rental agreement for ambulances. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on rental agreement for ambulances. Mr. Grice offered a second and motion passed unanimously.

- 17. Consider and act on sole source letter for US Digital Designs System. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on sole source letter for US Digital Designs System. Mr. Grice offered a second and motion passed unanimously.

- 18. Consider and act on the annual services agreement renewal of US Digital Designs System. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on the annual services agreement renewal of US Digital Designs System. Mr. Grice offered a second. After board discussion motion passed unanimously.

- 19. Consider and act on Panasonic Laptop Purchase for Field Patient Care Reports. (Mr. Spratt, Chair – EMS Committee) (attached)**

Mr. Spratt made a motion to consider and act on Panasonic Laptop Purchase for Field Patient Care Reports. Ms. Whatley offered a second and motion passed unanimously.

- 20. COO Report to include updates on facilities, radio system, supply chain, staff activities, community paramedicine, emergency preparedness and IT.**

Mrs. Melissa Miller, COO presented a report to the board.

- 21. Consider and act on agreement for Station 47. (Mr. Cole, Chair – PADCOM Committee) (attached)**

Mr. Fawn made a motion to consider and act on agreement for Station 47. Mr. Bagley offered a second. After board discussion motion failed by a vote of three for (Mr. Grice, Mr. Fawn and Mrs. Wagner) to three opposed (Ms. Whatley, Mr. Spratt and Mr. Bagley).

Mr. Fawn requested this agenda item be brought back to the August 7, 2018 Special board meeting.

22. **Health Care Services Report to include regulatory update, outreach, eligibility, service, utilization, community education, clinical services, epidemiology, and emergency preparedness.**

Mrs. Ade Moronkeji, HCAP Manager presented a report to the board.

23. **Consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers processed by Boon-Chapman. (Mrs. Wagner, Chair - Indigent Care Committee)**

Mrs. Wagner made a motion to consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers processed by Boon-Chapman. Ms. Whatley offered a second and motion passed unanimously.

24. **Presentation of preliminary Financial Report for nine months ended June 30, 2018 – Brett Allen, CFO, report to include Financial Summary, Financial Statements, Supplemental EMS Billing Information, and Supplemental Schedules.**

Mr. Brett Allen, CFO presented financial report to the board.

25. **Consider and act on engagement of auditor Weaver and Tidwell, LLP for audit. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Grice made a motion to consider and act on engagement of auditor Weaver and Tidwell, LLP for audit. Mr. Spratt offered a second and motion passed unanimously.

26. **Presentation of Investment Report for quarter ending June 30, 2018. (Mr. Grice, Treasurer – MCHD Board)**

Mr. Brett Allen, CFO presented Investment report to the board.

27. **Consider and act upon recommendation for amendment(s) to the budget for fiscal year ending September 30, 2018. (Mr. Grice, Treasurer – MCHD Board) (attached)**

Mr. Grice made as motion to consider and act upon recommendation for amendment(s) to the budget for fiscal year ending September 30, 2018. Mr. Bagley offered a second and motion passed unanimously.

28. **Consider and act on ratification of payment of District invoices. (Mr. Grice, Treasurer - MCHD Board)**

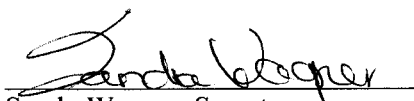
Mr. Grice made a motion to consider and act on ratification of payment of District invoices. Ms. Whatley offered a second and motion passed unanimously.

29. **Secretary's Report - Consider and act on minutes for the June 26, 2018 Regular BOD meeting. (Mrs. Wagner, Secretary - MCHD Board)**

Mrs. Wagner made a motion to consider and act on the minutes for the June 26, 2018 Regular BOD Meeting. Mr. Spratt offered a second. Ms. Whatley, Mr. Bagley and Mr. Grice abstained from vote for not being in attendance. Mr. Grice changed his abstention in order for board minutes to be approved with a vote of four for (Mr. Grice, Mr. Fawn, Mrs. Wagner and Mr. Spratt).

30. **Adjourn**

Meeting adjourned at 4:49 p.m.


Sandy Wagner, Secretary



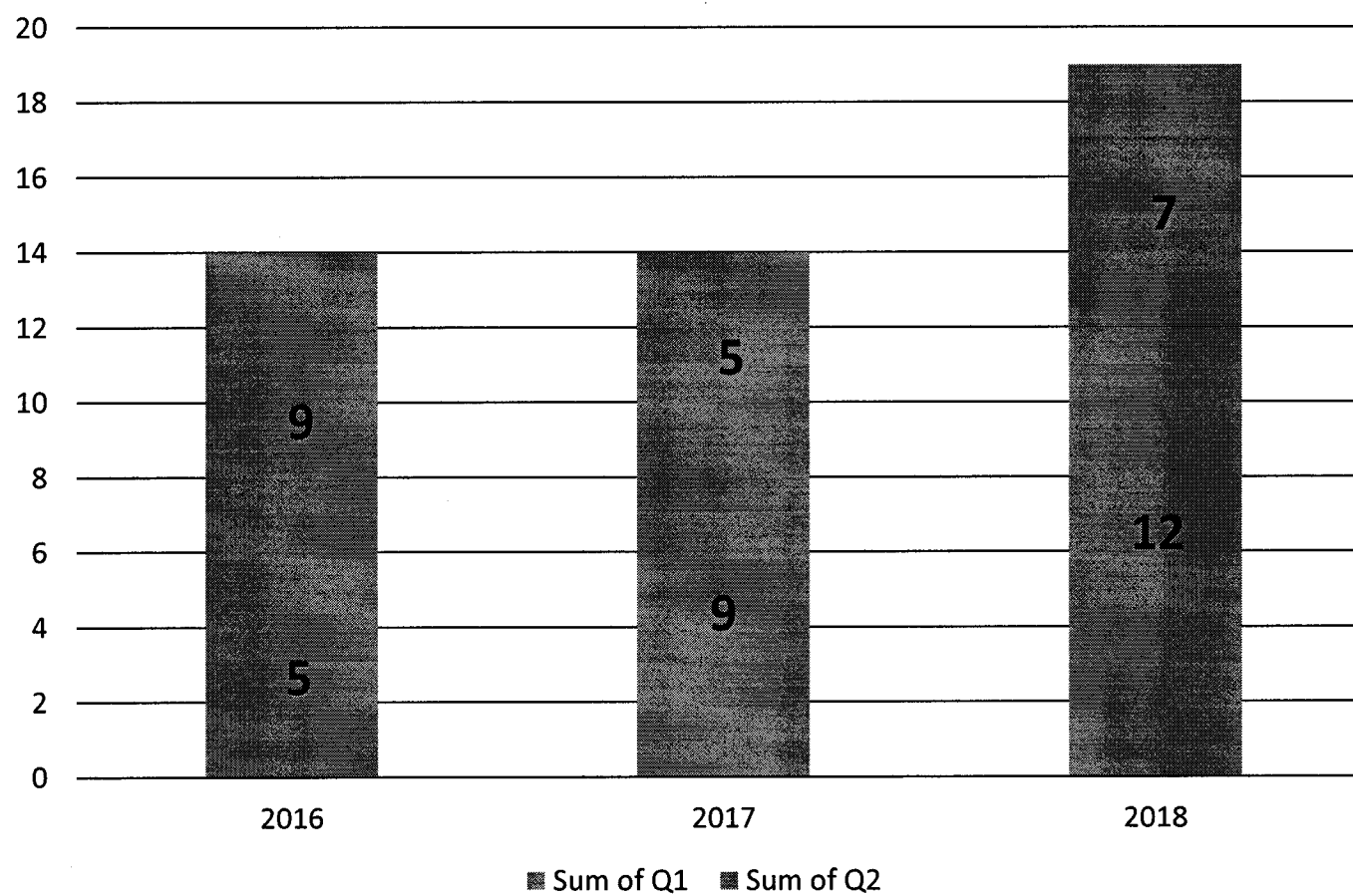
Turnover Report

1/1/2018 – 06/30/2018

Human Resources
July 2018

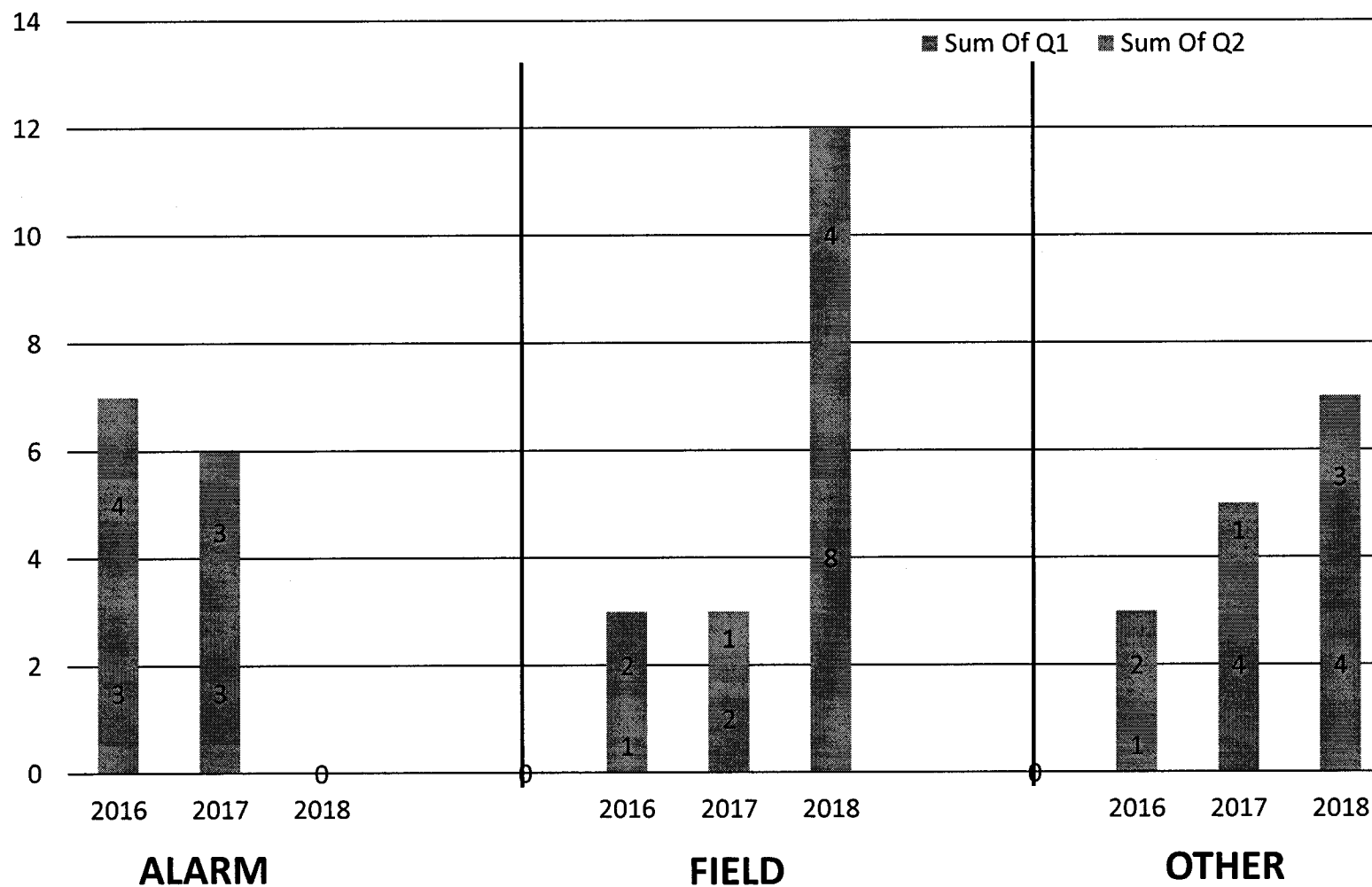


1/1 – 6/30 TURNOVER REPORT



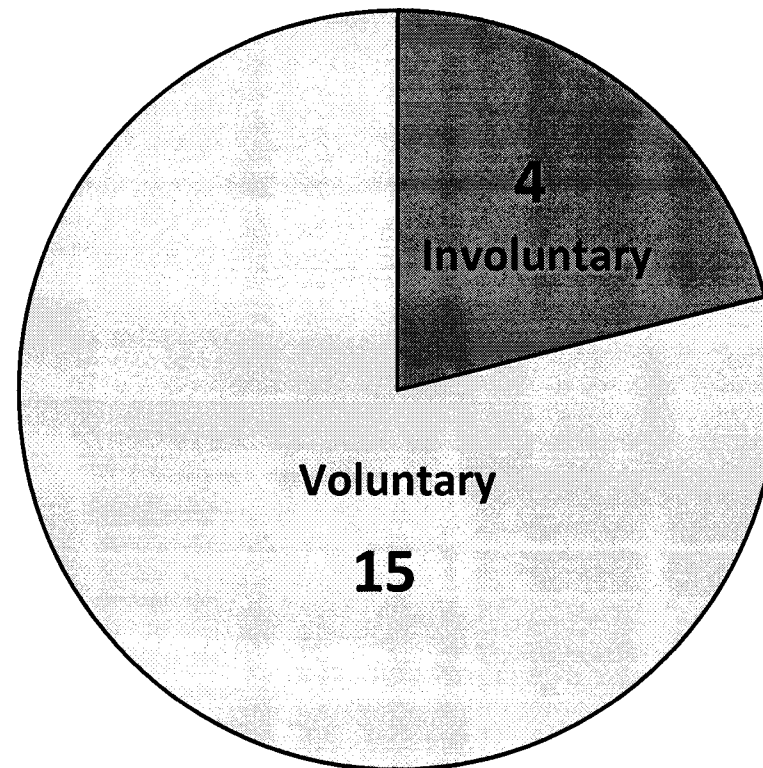


1/1 – 6/30 TURNOVER BY DEPARTMENT



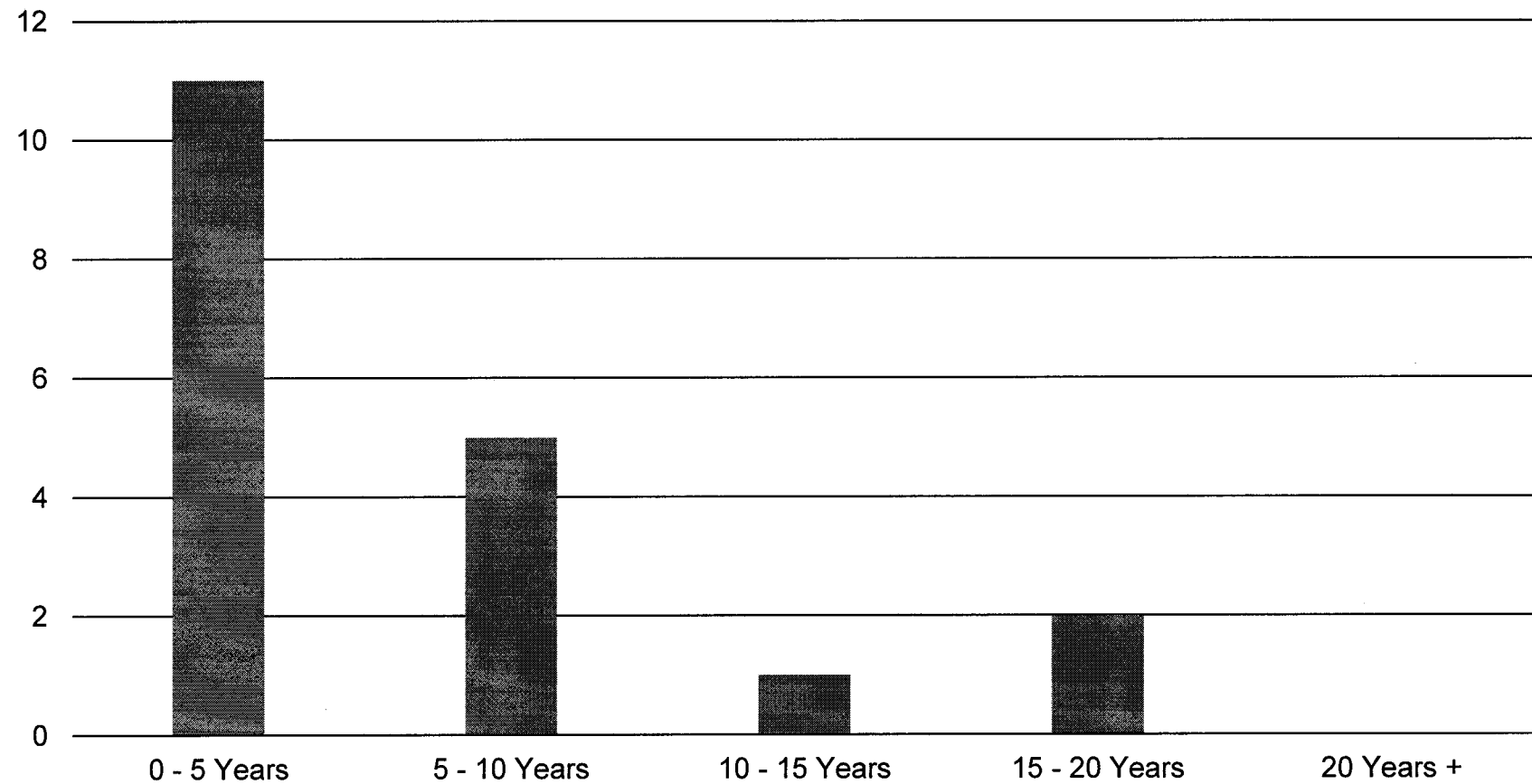


1/1 – 6/30 Voluntary VS Involuntary Turnover





Years of Service



2018 November Election Calendar of Events

MCHD BOD orders the election	July 24, 2018
Last day to order general election	August 20, 2018
Deadlines to submit petitions for name on ballot (78th day before Election Day)	August 20, 2018
Drawing for place on Ballot (No later than August 29, 2016)	August 21, 2018
1 st day to accept applications for early voting by mail	September 17, 2018
Mandatory office hours begin at 3 hours/day	September 17, 2018
Pre-Election Reports [FORM C/OH] (30 days before an Election)	October 9, 2018
Notice in Newspaper to appear no later than (S&E)	October 22, 2018
Pre-Election Reports [FORM C/OH] (8 days before an Election)	October 29, 2018
Election Day	November 6, 2018
Sitting BOD Term Expires (last day in December)	December 31, 2018

**ORDER CALLING NOVEMBER 6, 2018, ELECTION
FOR ELECTION OF DIRECTORS
TO MONTGOMERY COUNTY HOSPITAL DISTRICT**

WHEREAS, the Board of Directors (the "Board") of the Montgomery County Hospital District (the "District") has the authority to call an election (the "Election") on November 6, 2018, for the election of Directors from Precincts 3 and 4, and At-Large Position 2.

WHEREAS, the Board pursuant to Chapter 31, Texas Election Code, anticipates that it will enter into an agreement for election services with Suzie Harvey, Elections Administrator ("Administrator") for Montgomery County, Texas, for purposes of providing election administration services on behalf of the District; and,

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS OF THE MONTGOMERY COUNTY HOSPITAL DISTRICT THAT:

Section 1. Call of Election: Date: Eligible Electors: and Hours. An election (the "Election") shall be held on Tuesday, November 6, 2018, which is forty-five (45) or more days from the date of the adoption of this order (the "Order") within the entire territory of the District for the election of directors from the following positions: Director Precinct No. 3; Director Precinct No. 4; Director At-Large Position No. 2. Each of the directors to be elected shall serve four-year terms. All resident, qualified electors of the District, in their respective districts, shall be entitled to vote in the Election for candidates for the director's positions at issue in their respective districts. The Board hereby finds that holding the Election on such date, which is a uniform election date, is in the public interest. The hours during which the polling places are to be open at the Election shall be from 7 a.m. to 7 p.m.

Section 2. Conduct of Election. The election shall be conducted by election officers, in accordance with the Texas Election Code and the Constitution and laws of the State of Texas and the United States of America.

Pursuant to Chapter 31 of the Texas Election Code, the Board anticipates that this election will be conducted under the terms and conditions of an Agreement for election Services, which will be presented to the Board at an upcoming meeting. Chapter 31 of the Texas Election Code provides that the Administrator may contract with the governing body of a political subdivision situated wholly or partly within the County served by the Administrator to perform election services in an election ordered by the political subdivision

Section 3. Voting Precincts. Except as otherwise provided herein, the presently existing boundaries and territory of the respective Montgomery County Election Precincts, that are wholly or partially within the territorial boundaries of the District, are hereby designated as the voting precincts of the District for the Election. The precinct numbers for the District's election precincts shall be the corresponding Montgomery County Election Precinct Number of each precinct that is wholly or partially within the district. A list of all of the District's voting precincts is included in the document attached to his Order and labeled as "Exhibit A," which is hereby incorporated by reference as if fully set out in the body of this Order.

Section 4. Appointment of Custodian of Records. To the extent not otherwise provided for in the Election Services Agreement, the Board appoints Donna Daniel and Colleen Jarosek, employees of the District, as the Custodians of Records ("Custodians") and agent to the Board Secretary to perform the duties related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period ending not earlier than the sixtieth

(60) day after the Election. In particular, the Custodians shall provide applications for candidates, accept applications from candidates for a place on the ballot, and determine the order in which names will appear on the ballot for the director positions and accept and maintain records regarding campaign expenditures that may be filed with the District.

The Custodians shall maintain an office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period required by law. The Custodians shall post notice of the location and hours of her office as required by the Texas Election Code. The Custodians shall maintain in her office, the documents, records and other items relating to the election and shall be the person designated to receive documents on behalf of the District that are required by the Texas Election Code.

Section 5. Candidate Petitions and Applications. Pursuant to the provisions of the District's enabling legislation, all candidates for the Board of Directors in the Election shall file a petition, signed by not less than ten (10) legally qualified electors asking that such candidate's name be printed on the ballot, together with an application for place on the ballot with the Custodians at the District's administrative offices at 1400 South Loop 336 West, Conroe, Montgomery County, Texas, 77304 on or before 5 p.m., Monday, August 20, 2018, a date which is seventy-eight (78) days prior to the date of the Election. All candidates shall file with said application the loyalty affidavit required by Subsection B, Section 141.031 of the Election Code. The application and petition in support thereof shall contain the provisions of and be substantially in the form of the documents attached to this Order and labeled as "Exhibit B," which exhibit is hereby incorporated by reference as if fully set out in the body of this Order. The application and petition in support thereof shall be presented to the Secretary of the Board of Directors, who will either approve or reject the application. If the application is rejected, written notice and the reason therefore shall be immediately delivered to the candidate.

Section 6. Early Voting. Pursuant to Chapter 31 of the Texas Election Code and the Election Services Agreement, the Board appoints the Administrator as the District's Early voting Clerk for the Election. Early voting shall be conducted at 8 locations: 1) Election Central (*Limited Ballots, Special Forms of Early Voting and Ballot by Mail only*), 9159 Airport Road, Conroe, Texas 77303 2) Lee G. Alworth Building (Montgomery County Administration Annex) (Main Early Voting Polling Place), 207 West Phillips, Conroe, Texas 77301 3) Magnolia Community Building, 422 Melton Street, Magnolia, Texas 77354 4) South County Community Building, 2235 Lake Robbins Drive, The Woodlands, Texas 77380 5) North Montgomery County Community Center, 600 Gerald Street, Willis, Texas 77378 6) East County Courthouse Annex, 21130 U.S. Highway 59 South, New Caney, Texas 77357 7) Lone Star Community Center, 2500 Lone Star Parkway, Montgomery, Texas 77356 8) George and Cynthia Woods-Mitchell Library, 8125 Ashlane Way, The Woodlands, Texas 77382 from 8 o'clock a.m. until 5:00 p.m. each weekday, that is not a county holiday, beginning October 22, 2018, and ending October 26, 2018. Early voting on October 28, 2018 shall be from 12:00 p.m. to 5:00 p.m., October 27, 2018, and October 29, 2018 thru November 2, 2018 shall be from 7:00 a.m. to 7:00 p.m. The Administrator's office shall also remain open on the day of the Election during the hours the polls are required to be open for voting by the Texas Election Code.

Early voting ballot applications shall be addressed to the Election Administrator, Donna Daniel, MCHD, 1400 South Loop 336 West, Conroe, Texas 77304.

Section 7. Contingency Plan. In the event it becomes unnecessary for the District to hold a county wide election and other political subdivisions that have entered into a Joint Election Agreement with the District are not required to hold a county wide election, then the District shall reduce the number of polling places to those set forth in "Exhibit C". Only the places that fall within the contested election precincts will be utilized.

Section 8. **Notice of Election.** Notice of the Election, stating in substance the contents of this Order, shall be published one (1) time in the English and Spanish languages, in a newspaper published within the District's territory at least ten (10) days and no more than thirty (30) days before the Election and as otherwise may be required by the Texas Election Code. Notice of the Election shall also be posted on the bulletin board used by the Board to post notices of the Board's meetings no later than the 21st day before the Election, or if the 21st day before the Election falls on a weekend or holiday, on the first business day thereafter.

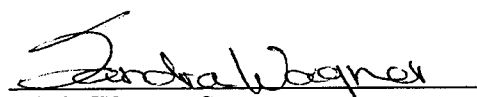
Section 9. **Authorization to Execute.** The Chair of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Order on behalf of the Board; and the Chair of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election. The Board finds that notice of the date, place, and subject of this meeting was posted in accordance with the terms and provisions of the Texas Open Meetings Act at least 72 hours preceding the scheduled time of this meeting.

Section 10. **Effective Date.** This Order is effective immediately upon its passage and approval.

PASSED AND APPROVED Date July 24, 2018.


Kenn Fawn, Chair
Board of Directors
Montgomery County Hospital District

ATTEST:


Sandy Wagner, Secretary
Board of Directors
Montgomery County Hospital District

[SEAL]

Montgomery County Election

Exhibit A - Polling Location Information November 6, 2018 Joint Election For Election Day

Pct	Name of Facility	Physical Address	City	Zip
1	Willis Community Building	109 West Mink Street	Willis, TX	77378
2	Conroe Seventh-Day Adventist Church	3601 South Loop 336 East	Conroe, TX	77301
3	The Woodlands High School 9th Grade Campus	10010 Branch Crossing Drive	The Woodlands, TX	77382
4	Copperwood Apartment Building	4407 South Panther Creek Drive	The Woodlands, TX	77381
5	Longstreet Community Building	20240 Bays Chapel Road	Richards, TX	77873
6	Deretchin Elementary School	11000 Merit Oaks Drive	The Woodlands, TX	77382
7	New Caney Elementary School	20501 FM 1485	New Caney, TX	77357
8	Browder Community Center	14865 County Line Road	Willis, TX	77378
9	Dobbin Community Center	695 South FM 1486	Montgomery, TX	77316
10	Washington Junior High School	507 Dr. Martin L. King, Jr. Place North	Conroe, TX	77301
11	Woodforest Church	15917 Highway 105 West	Montgomery, TX	77356
12	Security Community Building	18760 Highway 105 East	Cleveland, TX	77328
13	Decker Prairie Community Building	32434 Decker Prairie Road	Magnolia, TX	77355
14	Crippen Elementary School	18690 Cumberland Boulevard	Porter, TX	77365
15	Cornerstone Church	100 Mosswood Drive	Conroe, TX	77302
16	Splendora ISD Instructional Services	26175 FM 2090	Splendora, TX	77372
17	First Baptist Church of Groceville	19256 FM 1484	Conroe, TX	77303
18	Magnolia Community Building	422 Melton Street	Magnolia, TX	77354
19	Montgomery City Hall	101 Old Plantersville Road	Montgomery, TX	77316
20	Travis Intermediate School	1100 North Thompson Street	Conroe, TX	77301
21	Conroe High School	3200 West Davis Street	Conroe, TX	77304
22	Lake Conroe Hills Community Building	13621 Lake Breeze Lane	Willis, TX	77318
23	North Montgomery County Community Center	600 Gerald Street	Willis, TX	77378
24	Oak Ridge Sr. High School	27330 Oak Ridge School Road	Oak Ridge North, TX	77385
25	Grangerland Community Center	15636 FM 3083	Grangerland, TX	77302
26	East County Courthouse Annex	21130 Highway 59 South	New Caney, TX	77357
27	Rivershire Club House	206 Scarborough Drive	Conroe, TX	77304
28	Decker Prairie Elementary School	27427 Decker Prairie Rosehill Road	Magnolia, TX	77355
29	W Montgomery County Community Development Center	31355 Friendship Drive	Magnolia, TX	77355
30	Magnolia High School	14350 FM 1488	Magnolia, TX	77354
31	Shenandoah Municipal Complex	29955 I-45 North	Shenandoah, TX	77381
32	Wilkerson Intermediate School	12312 Sawmill Road	The Woodlands, TX	77380
33	South County Community Building	2235 Lake Robbins Drive	The Woodlands, TX	77380
34	Needham Fire Department Station 64	15341 Lake Lamond Road	Conroe, TX	77384
35	Robinson Road Community Building	27434 Robinson Road	Oak Ridge North, TX	77385
36	Allendale Baptist Church	14535 Allendale Lane	Conroe, TX	77302
37	Friendship United Methodist Church	22388 Ford Road	Porter, TX	77365
38	West Montgomery County Annex	19380 Highway 105 W., Suite 507	Montgomery, TX	77356

39	Lone Star Elementary School	16600 FM 2854	Montgomery, TX	77316
40	Cryar Intermediate School	2375 Montgomery Park Boulevard	Conroe, TX	77304
41	Splendora Junior High School	23411 FM 2090	Splendora, TX	77372
42	Moorhead Junior High School	13475 FM 1485	Conroe, TX	77306
43	Panorama Village City Hall	99 Hiwon Drive	Panorama Village, TX	77304
44	Lone Star Convention Center	9055 Airport Road	Conroe, TX	77303
45	Timber Lakes/Timber Ridge Fire Station	3434 Royal Oaks Drive	Spring, TX	77380
46	Sue Broadway Elementary School	2855 Spring Trails Bend	Spring, TX	77386
47	South Montgomery County Fire Station #4	28830 Birnham Woods Drive	Spring, TX	77386
48	Sally K. Ride Elementary School	4920 West Panther Creek Drive	The Woodlands, TX	77381
49	David Elementary School	5301 Shadowbend Place	The Woodlands, TX	77381
50	Far Hills Utility District Building	10320 Cude Cemetery Road	Willis, TX	77318
51	Central Library	104 I-45 North	Conroe, TX	77301
52	New Caney ISD Annex	22500 Eagle Drive	New Caney, TX	77357
53	Woodbranch City Hall	58 A Woodbranch Drive	New Caney, TX	77357
54	Peach Creek Baptist Church	25963 FM 1485 East	New Caney, TX	77357
55	Austin Elementary School	14796 Highway 105 East	Conroe, TX	77306
56	The Woodlands Emergency Training Center	16135 IH-45 South	The Woodlands, TX	77385
57	Calvary Road Baptist Church	12621 Calvary Road	Willis, TX	77318
58	Lone Star College System	5000 Research Forest Drive	The Woodlands, TX	77381
59	Powell Elementary School	7332 Cochrans Crossing Drive	The Woodlands, TX	77381
60	Montgomery County Juvenile Facility	200 Academy Drive	Conroe, TX	77301
61	George and Cynthia Woods Mitchell Library	8125 Ashlane Way	The Woodlands, TX	77382
62	Collins Intermediate School	6020 Shadowbend Place	The Woodlands, TX	77381
63	Montgomery ISD District Office	13159 Walden Road	Montgomery, TX	77356
64	Whispering Pines Baptist Church	15200 FM 1485	Conroe, TX	77306
65	J. L. Lyon Elementary School	27035 Nichols Sawmill Road	Magnolia, TX	77355
66	Outback Western Wear Event Hall	30405 Dobbin Huffsmith Road	Magnolia, TX	77354
67	Lamar Elementary School	1300 Many Pines Road	The Woodlands, TX	77380
68	Knights of Columbus Hall	29327 South Plum Creek Drive	Spring, TX	77386
69	Barbara Bush Elementary School	7420 Crownridge Drive	The Woodlands, TX	77382
70	The Woodlands Recreation Center	5310 Research Forest Drive	The Woodlands, TX	77381
71	Buckalew Elementary School	4909 West Alden Bridge Drive	The Woodlands, TX	77382
72	Bentwater Yacht Club	200 Bentwater Harbor Drive	Montgomery, TX	77356
73	City of Conroe, Dean Towery Service Center	401 Sgt. Ed Holcomb Boulevard South	Conroe, TX	77304
74	Smith Elementary School	28747 Hardin Store Road	Magnolia, TX	77354
75	Windsor Hills Homeowners' Association Club House	1 East Windsor Hills Circle	The Woodlands, TX	77384
76	Westwood Landowners' Association Building	406 Mackintosh Drive	Magnolia, TX	77354
77	April Sound Church	67 1/2 April Wind Drive South	Montgomery, TX	77356
78	Galatas Elementary School	9001 Cochrans Crossing Drive	The Woodlands, TX	77381
79	Glen Loch Elementary School	27505 Glen Loch Drive	The Woodlands, TX	77381
80	Imperial Oaks Neighborhood Center	31120 Imperial Oaks Boulevard	Spring, TX	77386
81	Mitchell Intermediate School	6800 Alden Bridge Drive	The Woodlands, TX	77382
82	White Oak Middle School	24161 Briar Berry Lane	Porter, TX	77365
83	Security Community Building	18760 Highway 105 East	Cleveland, TX	77328
84	South Montgomery County Fire Station #1	335 Volunteer Lane	Spring, TX	77380

85	Northridge Baptist Church	10681 FM 1484	Conroe, TX	77303
86	Living Branch Church	13229 Highway 105 West	Conroe, TX	77304
87	Birnam Woods Elementary School	31150 Birnam Woods Drive	Spring, TX	77386
88	York Junior High School	3515 Waterbend Cove	Spring, TX	77386
89	Bear Branch Elementary School	8909 FM 1488	Magnolia, TX	77354
90	Woodforest Homefinder Lodge	101 Elk Trace Parkway	Montgomery, TX	77316
91	Magnolia West High School	42202 FM 1774	Magnolia, TX	77355
92	Kaufman Elementary School	2760 Northridge Forest	Spring, TX	77386
93	New Caney Middle School	22784 Highway 59 South	Porter, TX	77365
94	Faith Family Baptist Church	23915 Highway 59 North	Kingwood, TX	77339
95	Kings Manor Elementary School	21111 Royal Crossing Drive	Kingwood, TX	77339
96	Irons Junior High School	16780 Needham Road	Conroe, TX	77385
96				

EXHIBIT B
MONTGOMERY COUNTY HOSPITAL DISTRICT
ELECTION OF DIRECTORS
November 6, 2018
APPLICATION FOR PLACE ON BALLOT AND PETITION

DATE OF BIRTH _____

(Name of applicant)

OCCUPATION: _____

(Mailing Address)

(Residence Address)

(City/State/Zip Code)

(City/State/Zip Code)

I hereby certify that I am the person named in the Petition made a part hereof; that I am at least twenty-one (21) years of age, a resident citizen of the United States and of Montgomery County Hospital District and I am a qualified voter within said District; that I have resided in the State of Texas continuously from 20__ to date and in said District for a period of at least six (6) months next preceding election; that I have not been determined mentally incompetent by a final judgment of a court; that I have not been finally convicted of a felony from which I have not been pardoned or otherwise released from the resulting disabilities; that I meet and comply with all of the qualification for holding said office as provided by the Texas Constitution, Texas Election Code and all acts authorizing the creation of said District; that I am not ineligible or disqualified to hold said office for any reason. I am aware of the nepotism law, Section 573-001 through 573-043 of the Texas Government Code, as amended. I further swear that the foregoing statements included in my application are in all things true and correct.

Please place my name on the official ballot as follows:

(Please print Name)

LOYALTY AFFIDAVIT

I, _____, of Montgomery County, Texas, being a candidate for the office of Director _____, No. _____, swear that I will support and defend the constitution and laws of the United States and of the State of Texas.

(Signature of Candidate) _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____ 2018.

My Commission Expires: _____

Notary Public, State of Texas

Printed Name: _____

Application and Attached Petition received this the ____ day of _____, 2018.

____ APPROVED this ____ day of _____, 2018

____ REJECTED this ____ day of _____, 2018

(If application is rejected, written notice of reason shall be immediately delivered to candidate.)

Secretary, Board of Directors

EXHIBIT B
MONTGOMERY COUNTY HOSPITAL DISTRICT
PETITION

(SIGNING THE PETITION OF MORE THAN 1 CANDIDATE FOR THE SAME OFFICE IN THE SAME ELECTION IS PROHIBITED)

TO: The Secretary of the Board of Directors
of Montgomery County Hospital District

The undersigned, being not less than ten (10) legally qualified electors residing in the Montgomery County Hospital District, request that the name of _____ be printed on the ballot in the election to be held on November 6, 2018, for the purpose of electing Directors to the Board of Montgomery County Hospital District, as a candidate for Director, _____ No. _____.
(Position/Precinct)

Signature:	Printed Name	Address/City/State/Zip
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned after being duly sworn, deposes as follows:

"My name is _____. I am the person who circulated the foregoing Petition. I have pointed out and read to each signer, before the Petition was signed, each statement pertaining to the signer that appears in the Petition: I witnessed each signature and verified each signer's voter registration status. I believe each signature to be genuine and all of the foregoing information to be correct."

Signature: _____
Printed Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2018.
My commission Expires: _____

Printed name of Notary:

ELECTION SERVICES AGREEMENT

STATE OF TEXAS 0
COUNTY OF MONTGOMERY 0

THIS CONTRACT is made this 25th day of June, 2018, by and between the Political Subdivision of Montgomery County Hospital District, hereinafter called "Political Subdivision," and Montgomery County, Texas, by its County Election Officer, Suzie Harvey, hereinafter called "Contracting Officer," pursuant to Texas Election Code Section 31.092. The parties agree to hold a November 6, 2018 Joint Election with all participating Political Subdivisions in accordance with Chapter 271 of the Texas Election Code and this Agreement. This Agreement is entered into in consideration of the mutual covenants and promises hereinafter set out:

1. **RECITALS.** Contracting Officer is the Elections Administrator of Montgomery County, Texas, and is the County Officer in charge of election duties. Political Subdivision is a political entity situated wholly or partially within Montgomery County, Texas. Political Subdivision and Contracting Officer have determined that it is in the public interest of Montgomery County voters that the following contract be made and entered into for the purpose of having Contracting Officer furnish to Political Subdivision certain election services and equipment needed by Political Subdivision in connection with holding its November 6, 2018 Election. Montgomery County's certified Hart InterCivic eSlate Voting System Version 6.2.1 electronic voting equipment is to be used in the November 6, 2018 Joint Election, hereinafter called "Joint Election."
2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - (a) Determine the number of election officials and voting equipment units needed for each polling location. Notify and coordinate presiding election judges, alternate judges, and all other election officials appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable. Montgomery County or Contracting Officer, as applicable, will make emergency appointments of election officials if necessary.
 - (b) Conduct necessary training of election officials or arrange for training through a third party. Notify all early voting and election day officials of the date, time, and place thereof.
 - (c) Arrange for the use of early voting locations per the attached Exhibit A and election day polling locations per the attached Exhibit B. If the need arises for emergency replacement polling location(s), make necessary alternate arrangements and notify Political Subdivision as soon as possible.

- (d) Procure election kits and supplies and distribute to the election judges and early voting deputies. Assemble and edit lists of registered voters to be used in conducting the election in conformity with the boundaries of Political Subdivision and the election precincts established for the election. The election day list of registered voters shall be arranged in alphabetical order, as applicable to the election, in lieu of alphabetical order by political entity.
- (e) Prepare and test all electronic voting equipment, format ballot styles, record audio, oversee all equipment and voter registration database programming, assure compliance with equipment security requirements, and arrange for transport of equipment to and from polling locations.
- (f) Serve as Early Voting Clerk for the Joint Election. Process, print, mail, email, or deliver in person, as applicable, and tabulate ballots for any eligible voter who applies for a mail ballot including all eligible Federal Post Card Application voters. Supervise the conduct of early voting in person and appoint sufficient personnel to serve as deputy early voting clerks. Provide lists of early voters as provided by law through the Montgomery County Elections Public Information web access program.
- (g) Publish legal notice of the date, time, and place of the public logic and accuracy test and first test of automatic tabulating equipment. Prepare test materials and conduct internal election testing, public logic and accuracy test, and tests of tabulation equipment. Publish a notice of joint election one time in English and Spanish in Montgomery County newspaper(s).
- (h) Arrange for all personnel, equipment, and supplies needed for the early voting ballot board, signature verification committee if applicable, tabulation, and central counting station. Tabulate early voting and election day results, including paper ballots and provisional ballots. Tabulate unofficial returns and assist in preparing the tabulation for the official canvass. Provide Political Subdivision its voter history report following the election through the Montgomery County Elections Public Information web access program.
- (i) Serve as Custodian of Records for election records in Contracting Officer's custody and provide the required temporary storage and permanent storage of said election records as provided by law.
- (j) Provide information services for voters and election officers.
- (k) Maintain accurate records of all expenses incurred in connection with the responsibilities under this Agreement and provide Political Subdivision a final invoice after the conduct of the election. Provide any detailed backup to such invoice, if requested, reflecting the charges or components of the costs set forth on the invoice submitted to Political Subdivision.
- (l) Pursuant to Section 127.201(g) of the Texas Election Code, the requirement to conduct the partial manual count of electronic voting system ballots does not apply to a voting system that uses direct recording electronic machines (DREs). Montgomery County uses

only DREs and qualifies for the exemption under this section, thereby also qualifying the participating Political Subdivisions for the exemption. This exemption must be recorded with the Office of the Secretary of State in accordance with instructions provided by that agency.

If the exemption is revoked for any reason, Contracting Officer shall conduct a partial manual count as provided by Section 127.201 of the Texas Election Code if required for the County election or if Political Subdivision provides Contracting Officer precincts and races ordered by the Secretary of State to be manually counted. Contracting Officer shall deliver a written report of the results of any such count to the Office of the Secretary of State in accordance with Section 127.201(e) of the Texas Election Code and to Political Subdivision in a timely manner.

(m) Place the funds paid by Political Subdivision hereunder in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

3. DUTIES AND SERVICES OF POLITICAL SUBDIVISION. Political Subdivision shall be responsible for performing the following duties:

- (a) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption and execution by the appropriate Political Subdivision officer or body. Take all actions necessary for calling Political Subdivision's election which are required by the Texas Election Code and/or the Political Subdivision's governing body, charter, ordinances, or other applicable laws. Execute a Joint Election Agreement with all participating Political Subdivisions for the purpose of sharing election equipment, election officials, polling places, and costs. Serve as Custodian of Records for all election records in its possession as provided by law.
- (b) Political Subdivision shall be responsible for the legal sufficiency of any order calling its election. Political Subdivision shall be responsible for all substantive and procedural legal issues governing the conduct of its election. Political Subdivision understands and agrees that Contracting Officer provides no legal advice to Political Subdivision.
- (c) Adopt the County Election Precincts, consolidated County Election Precincts ordered by the Montgomery County Commissioners' Court, or precincts recommended by Contracting Officer, as applicable, for this election. Adopt all early voting dates, times, and locations on the attached Exhibit A. Adopt the election day polling locations on the attached Exhibit B at which Political Subdivision's election will be held.
- (d) If required, prepare any necessary preclearance submission on all voting changes made by Political Subdivision and timely submit to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.
- (e) Prepare, post and publish all required election notices for Political Subdivision with the exception of the joint election notice and the notice of the public test which Contracting Officer shall publish. In addition, if polling locations for Joint Election are different than those for Political Subdivision's previous election, Political Subdivision shall post notice at the entrance to any previous polling places in its jurisdiction stating that the polling

location has changed and shall provide the polling location and address for those voters for this election, pursuant to Texas Election Code Section 43.062, unless Contracting Officer has posted notice of the change at that location for Joint Election. Educate the voters in Political Subdivision as much as possible about early voting dates, times, and locations and election day polling locations.

- (f) Timely confirm with Contracting Officer Political Subdivision's boundaries, County Election Precincts, and street details within those boundaries. If boundaries are not defined properly within Montgomery County Elections voter registration database, maps and street lists with block ranges and odd/even/both indicators must be provided to Contracting Officer. Proof and approve all programming work done for the jurisdiction according to the Exhibit C Timetable.
- (g) Deliver to Contracting Officer, according to the attached Exhibit C Timetable, an Entity Fact Sheet, Ballot Template with Spanish translations, candidate names or measures, and the order in which all items are to be printed on the ballot with the exact form and spelling. Provide pronunciation for difficult names or words for use on the audio recording. Review ballot proofs and approve by signature within deadlines provided.
- (h) Appoint Contracting Officer as Early Voting Clerk to receive applications for ballot by mail at

Suzie Harvey
Elections Administrator
P. O. Box 2646
Conroe, TX 77305-2646

All requests for early voting ballots to be voted by mail that are received by Political Subdivision must be forwarded in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed to Contracting Officer for all processing.

- (i) Appoint election officials as appointed by Montgomery County Commissioners' Court and the County Election Board or recommended by Contracting Officer, as applicable.
- (j) If requested, assist Contracting Officer with recruiting bilingual poll workers and provide documentation of Political Subdivision's efforts if requested by the U. S. Department of Justice.
- (k) If candidate information packet is provided to Political Subdivision by Contracting Officer, distribute to all candidates at time of candidate filing or in another appropriate manner.
- (l) Pay additional costs incurred by Contracting Officer for a recount, election contest, newly ordered election, or a runoff election, if required, unless prohibited by law.
- (m) Record the exemption from the partial manual count pursuant to Section 127.201(g) of the Texas Election Code with the Secretary of State in accordance with the instructions

provided by that agency, unless the exemption for voting systems that use only DREs is revoked. If the exemption is revoked, immediately forward to Contracting Officer any information received from the Secretary of State regarding a manual count of precincts and races or a waiver of the manual count. Contracting Officer must receive this information on the same day received by Political Subdivision because of the short deadline for Contracting Officer to begin the process.

- (n) Canvass the returns and declare the election results for Political Subdivision. Political Subdivision is responsible for filing any precinct reports required by the Secretary of State unless both parties agree that Contracting Officer will submit precinct reports to the Secretary of State.

- (o) Pay a deposit of 60% of its estimated cost per the Exhibit D Cost Estimate to Montgomery County Elections Administrator
P O Box 2646, Conroe, Texas 77305-2646.

Checks shall be received by Contracting Officer on or before the deadline in Exhibit C Timetable. Pay the balance for conducting said election within thirty days from the date of final invoice. All payments shall be made from current revenues available to Political Subdivision. If the amount owed for conducting the election is less than the deposit paid by Political Subdivision, Contracting Officer shall refund the overpayment in a prompt manner.

- 4. **COST OF SERVICES.** Political Subdivision shall share some expenses for the above services, supplies, and equipment in accordance with the attached Exhibit D Cost Estimate. This cost estimate may be amended, if necessary, after filing deadlines and election cancellations. Additional elections may reduce costs for each entity, and election cancellations may increase costs for each remaining entity. It is understood that other political entities may wish to participate in the use of the County's electronic voting equipment and polling locations, and it is agreed that Contracting Officer may enter into other contracts with entities for those purposes on terms and conditions generally similar to those set forth in this Agreement. Only the actual expenses directly attributable to this Agreement and any prorated shared expenses plus a 10% administrative fee may be charged to Political Subdivision.

5. **GENERAL CONDITIONS.**

- (a) The parties agree that the timing is critical for all duties in this Agreement. Failure to adhere to any deadline in the Exhibit C Timetable without prior agreement of Contracting Officer may result in cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement or, at the discretion of Contracting Officer, a late penalty surcharge in an amount not to exceed 10% of the final election cost. Adherence to the Timetable is critical because of Montgomery County's obligation to complete all programming and testing, process, print, and mail or email, as applicable, any military and overseas ballots by state and federal deadlines, and conduct federal, state, county, and/or other contracted elections, as applicable.

- (b) In accordance with Section 31.098 of the Texas Election Code, Contracting Officer is authorized to contract with third persons for election services and supplies and hire necessary temporary personnel to perform contracted duties. Part-time and seasonal personnel will be compensated at the hourly rate set by Montgomery County.
- (c) Pursuant to Section 31.100(d) of the Texas Election Code, Contracting Officer may not be personally compensated for election services performed under this Agreement. In accordance with Section 31.100(e) of the Texas Election Code, only costs for contractual duties performed by full-time county employees outside of normal business hours will be allocated to Political Subdivision under this Agreement.
- (d) Political Subdivision acknowledges that electronic voting equipment is highly technical and it is conceivable that, despite the best effort of the parties and technical assistance, it might fail during the election. Contracting Officer will take every possible action to remedy the situation, but Political Subdivision agrees that should such equipment fail, it will not make any claim for damages of any kind.
- (e) The county early voting sites as per the attached Exhibit A will be used for the Joint Election. Any eligible Montgomery County voter in the Joint Election may vote early by personal appearance at any one of the joint early voting locations in Exhibit A.
- (f) Montgomery County Elections Department is contracting with numerous political entities for the Joint Election, and the parties agree that all ballot styles will be programmed into one electronic voting system. Each voter will receive one ballot that contains all races and measures in the Joint Election for which the voter is eligible at the address and in the precinct of the voter's current registration in Montgomery County. One joint voter sign-in process consisting of a common list of Montgomery County registered voters and common signature rosters shall be used.
- (g) In accordance with Section 31.099 of the Texas Election Code, Contracting Officer shall file copies of this Agreement with the Auditor and Treasurer of Montgomery County not later than the 10th day from receipt of the fully executed Agreement by Contracting Officer.
- (h) Montgomery County is self-insured for personal liability issues. Should Political Subdivision desire insurance for injuries during this election or other liabilities, it shall make such arrangements separate from this Agreement.
- (i) In the event that the performance by Contracting Officer of any of its obligations hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- (j) The parties to this Agreement agree that Political Subdivision may cancel this Agreement in the event that it has no need to participate in Joint Election. If Political Subdivision cancels its participation after the deadline in Exhibit C Timetable, a \$200 contract preparation and processing fee will be assessed to Political Subdivision in addition to any

costs incurred by Contracting Officer on behalf of Political Subdivision prior to said cancellation. A 10% administrative fee will be added to all charges for services provided under this agreement, including services related to a canceled election or canceled participation for which notification is provided to Contracting Officer after the deadline in Exhibit C Timetable.

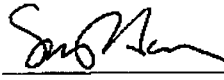
- (k) Political Subdivision has the option of extending the applicable terms of this Agreement through its runoff election, if required. Political Subdivision shall be responsible for locating acceptable runoff polling locations, although Contracting Officer may assist. Political Subdivision may reduce the number of early voting locations and/or election day polling locations in a runoff election. If Political Subdivision elects to have Contracting Officer conduct a runoff election, the date must be acceptable to Contracting Officer and shall be coordinated with other participating entities. Costs will be allocated to the participating entities, plus a 10% administrative fee shall be charged. Political Subdivision shall be responsible for all orders, notices, and notice of election postings and publications required for its runoff, except the publication of the notice of public logic and accuracy test which Contracting Officer will publish.

The foregoing Election Services Agreement is made in Montgomery County, Texas, and is signed on the dates below.

MONTGOMERY COUNTY, TEXAS

June 25, 2018

Date Signed

By: 
Suzie Harvey, Elections Administrator
"Contracting Officer"
9159 Airport Road
Conroe, Texas 77303
Phone: (936) 539-7843 Fax: (936) 788-8340
Email: suzie.harvey@mctx.org

Montgomery County Hospital District

"Political Subdivision"

July 24, 2018

Date Signed

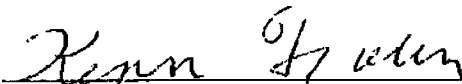
By: 
Name: Kenn Fawn
Title: Chairman
Address: 1400 South Loop 336 West
City, State, Zip: Conroe, TX 77304
Phone: (936) 523-5016 Fax: (936) 539-1163
Email: Ddaniel@mchd-tx.org

EXHIBIT A
NOVEMBER 6, 2018 JOINT ELECTION
EARLY VOTING POLLING LOCATIONS AND TIMES

October 22 – 26	Monday – Friday	8:00 am – 5:00 pm
October 27	Saturday	7:00 am – 7:00 pm
October 28	Sunday	12:00 pm – 5:00 pm
October 29 – November 2	Monday – Friday	7:00 am – 7:00 pm

Lee G. Alworth Building
(Main Early Voting Polling Place)
207 West Phillips Street - Conroe, Texas 77301

Magnolia Community Building
422 Melton Street - Magnolia, Texas 77354

South County Community Building
2235 Lake Robbins Drive - The Woodlands, Texas 77380

North Montgomery County Community Center
600 Gerald Street - Willis, Texas 77378

East County Courthouse Annex
21130 U. S. Highway 59 South - New Caney, Texas 77357

Lone Star Community Center
2500 Lone Star Parkway - Montgomery, Texas 77356

George and Cynthia Woods-Mitchell Library
8125 Ashlane Way - The Woodlands, Texas 77382

Limited Ballots, Special Forms of Early Voting and Ballot by Mail only:
Election Central
9159 Airport Road - Conroe, Texas 77303

Montgomery County Elections
EXHIBIT B - Polling Location Information
November 6, 2018 Joint Election
For Election Day

Pct	Name of Facility	Physical Address	City	Zip
1	Willis Community Building	109 West Mink Street	Willis, TX	77378
2	Conroe Seventh-Day Adventist Church	3601 South Loop 336 East	Conroe, TX	77301
3	The Woodlands High School 9th Grade Campus	10010 Branch Crossing Drive	The Woodlands, TX	77382
4	Copperwood Apartment Building	4407 South Panther Creek Drive	The Woodlands, TX	77381
5	Longstreet Community Building	20240 Bays Chapel Road	Richards, TX	77873
6	Deretchin Elementary School	11000 Merit Oaks Drive	The Woodlands, TX	77382
7	New Caney Elementary School	20501 FM 1485	New Caney, TX	77357
8	Browder Community Center	14865 County Line Road	Willis, TX	77378
9	Dobbin Community Center	695 South FM 1486	Montgomery, TX	77316
10	Washington Junior High School	507 Dr. Martin L. King, Jr. Place North	Conroe, TX	77301
11	Woodforest Church	15917 Highway 105 West	Montgomery, TX	77356
12	Security Community Building	18760 Highway 105 East	Cleveland, TX	77328
13	Decker Prairie Community Building	32434 Decker Prairie Road	Magnolia, TX	77355
14	Crippen Elementary School	18690 Cumberland Boulevard	Porter, TX	77365
15	Cornerstone Church	100 Mosswood Drive	Conroe, TX	77302
16	Splendora ISD Instructional Services	26175 FM 2090	Splendora, TX	77372
17	First Baptist Church of Groceville	19256 FM 1484	Conroe, TX	77303
18	Magnolia Community Building	422 Melton Street	Magnolia, TX	77354
19	Montgomery City Hall	101 Old Plantersville Road	Montgomery, TX	77316
20	Travis Intermediate School	1100 North Thompson Street	Conroe, TX	77301
21	Conroe High School	3200 West Davis Street	Conroe, TX	77304
22	Lake Conroe Hills Community Building	13621 Lake Breeze Lane	Willis, TX	77318
23	North Montgomery County Community Center	600 Gerald Street	Willis, TX	77378
24	Oak Ridge Sr. High School	27330 Oak Ridge School Road	Oak Ridge North, TX	77385
25	Grangerland Community Center	15636 FM 3083	Grangerland, TX	77302
26	East County Courthouse Annex	21130 Highway 59 South	New Caney, TX	77357
27	Rivershire Club House	206 Scarborough Drive	Conroe, TX	77304
28	Decker Prairie Elementary School	27427 Decker Prairie Rosehill Road	Magnolia, TX	77355
29	W Montgomery County Community Development Center	31355 Friendship Drive	Magnolia, TX	77355
30	Magnolia High School	14350 FM 1488	Magnolia, TX	77354
31	Shenandoah Municipal Complex	29955 I-45 North	Shenandoah, TX	77381
32	Wilkerson Intermediate School	12312 Sawmill Road	The Woodlands, TX	77380
33	South County Community Building	2235 Lake Robbins Drive	The Woodlands, TX	77380
34	Needham Fire Department Station 64	15341 Lake Lamond Road	Conroe, TX	77384
35	Robinson Road Community Building	27434 Robinson Road	Oak Ridge North, TX	77385
36	Allendale Baptist Church	14535 Allendale Lane	Conroe, TX	77302
37	Friendship United Methodist Church	22388 Ford Road	Porter, TX	77365
38	West Montgomery County Annex	19380 Highway 105 W., Suite 507	Montgomery, TX	77356

39	Lone Star Elementary School	16600 FM 2854	Montgomery, TX	77316
40	Cryar Intermediate School	2375 Montgomery Park Boulevard	Conroe, TX	77304
41	Splendora Junior High School	23411 FM 2090	Splendora, TX	77372
42	Moorhead Junior High School	13475 FM 1485	Conroe, TX	77306
43	Panorama Village City Hall	99 Hiwon Drive	Panorama Village, TX	77304
44	Lone Star Convention Center	9055 Airport Road	Conroe, TX	77303
45	Timber Lakes/Timber Ridge Fire Station	3434 Royal Oaks Drive	Spring, TX	77380
46	Sue Broadway Elementary School	2855 Spring Trails Bend	Spring, TX	77386
47	South Montgomery County Fire Station #4	28830 Birnham Woods Drive	Spring, TX	77386
48	Sally K. Ride Elementary School	4920 West Panther Creek Drive	The Woodlands, TX	77381
49	David Elementary School	5301 Shadowbend Place	The Woodlands, TX	77381
50	Far Hills Utility District Building	10320 Cude Cemetery Road	Willis, TX	77318
51	Central Library	104 I-45 North	Conroe, TX	77301
52	New Caney ISD Annex	22500 Eagle Drive	New Caney, TX	77357
53	Woodbranch City Hall	58 A Woodbranch Drive	New Caney, TX	77357
54	Peach Creek Baptist Church	25963 FM 1485 East	New Caney, TX	77357
55	Austin Elementary School	14796 Highway 105 East	Conroe, TX	77306
56	The Woodlands Emergency Training Center	16135 IH-45 South	The Woodlands, TX	77385
57	Calvary Road Baptist Church	12621 Calvary Road	Willis, TX	77318
58	Lone Star College System	5000 Research Forest Drive	The Woodlands, TX	77381
59	Powell Elementary School	7332 Cochrans Crossing Drive	The Woodlands, TX	77381
60	Montgomery County Juvenile Facility	200 Academy Drive	Conroe, TX	77301
61	George and Cynthia Woods Mitchell Library	8125 Ashlane Way	The Woodlands, TX	77382
62	Collins Intermediate School	6020 Shadowbend Place	The Woodlands, TX	77381
63	Montgomery ISD District Office	13159 Walden Road	Montgomery, TX	77356
64	Whispering Pines Baptist Church	15200 FM 1485	Conroe, TX	77306
65	J. L. Lyon Elementary School	27035 Nichols Sawmill Road	Magnolia, TX	77355
66	Outback Western Wear Event Hall	30405 Dobbin Huffsmith Road	Magnolia, TX	77354
67	Lamar Elementary School	1300 Many Pines Road	The Woodlands, TX	77380
68	Knights of Columbus Hall	29327 South Plum Creek Drive	Spring, TX	77386
69	Barbara Bush Elementary School	7420 Crownridge Drive	The Woodlands, TX	77382
70	The Woodlands Recreation Center	5310 Research Forest Drive	The Woodlands, TX	77381
71	Buckalew Elementary School	4909 West Alden Bridge Drive	The Woodlands, TX	77382
72	Bentwater Yacht Club	200 Bentwater Harbor Drive	Montgomery, TX	77356
73	City of Conroe, Dean Towery Service Center	401 Sgt. Ed Holcomb Boulevard South	Conroe, TX	77304
74	Smith Elementary School	28747 Hardin Store Road	Magnolia, TX	77354
75	Windsor Hills Homeowners' Association Club House	1 East Windsor Hills Circle	The Woodlands, TX	77384
76	Westwood Landowners' Association Building	406 Mackintosh Drive	Magnolia, TX	77354
77	April Sound Church	67 1/2 April Wind Drive South	Montgomery, TX	77356
78	Galatas Elementary School	9001 Cochrans Crossing Drive	The Woodlands, TX	77381
79	Glen Loch Elementary School	27505 Glen Loch Drive	The Woodlands, TX	77381
80	Imperial Oaks Neighborhood Center	31120 Imperial Oaks Boulevard	Spring, TX	77386
81	Mitchell Intermediate School	6800 Alden Bridge Drive	The Woodlands, TX	77382
82	White Oak Middle School	24161 Briar Berry Lane	Porter, TX	77365
83	Security Community Building	18760 Highway 105 East	Cleveland, TX	77328
84	South Montgomery County Fire Station #1	335 Volunteer Lane	Spring, TX	77380

85	Northridge Baptist Church	10681 FM 1484	Conroe, TX	77303
86	Living Branch Church	13229 Highway 105 West	Conroe, TX	77304
87	Birnam Woods Elementary School	31150 Birnam Woods Drive	Spring, TX	77386
88	York Junior High School	3515 Waterbend Cove	Spring, TX	77386
89	Bear Branch Elementary School	8909 FM 1488	Magnolia, TX	77354
90	Woodforest Homefinder Lodge	101 Elk Trace Parkway	Montgomery, TX	77316
91	Magnolia West High School	42202 FM 1774	Magnolia, TX	77355
92	Kaufman Elementary School	2760 Northridge Forest	Spring, TX	77386
93	New Caney Middle School	22784 Highway 59 South	Porter, TX	77365
94	Faith Family Baptist Church	23915 Highway 59 North	Kingwood, TX	77339
95	Kings Manor Elementary School	21111 Royal Crossing Drive	Kingwood, TX	77339
96	Irons Junior High School	16780 Needham Road	Conroe, TX	77385
96				

November 6, 2018
Montgomery County Joint Election
Exhibit C – Timetable

The Participating Entities agree that timing is critical, and failure to adhere to this Timetable without prior agreement of Contracting Officer may result in additional charges or cancellation of Contracting Officer's duties and obligations to conduct Political Subdivision's election under this Agreement.

The dates in this Exhibit C - Timetable that pertain to deadlines provided by statute are for convenience only and are not to be considered legal advice. Refer to the website of the Texas Secretary of State <http://www.sos.texas.gov/elections> for a complete calendar of events including citations to the Texas Election Code and for information specific to entity type. Confer with your attorney on any statutes that govern your entity and election. Comply with all requirements for orders, postings and notices for your Political Subdivision and election.

Notices

Contracting Officer will provide the publication in English and Spanish of:

- one notice of the date, time, and place of the logic and accuracy test and first test of automatic tabulating equipment in *The Courier* and
- one notice of joint election in Montgomery County newspaper(s).

Immediately

If your entity is not listed on Exhibit B, has "Need to Confirm Streets" indicated on Exhibit B, has annexed territory, or has made any boundary changes, you must contact Contracting Officer at Suzie.Harvey@mctx.org and Matt.Murray@mctx.org immediately. Streets and block ranges in your jurisdictional boundaries must be defined, and this process can be lengthy. An Approval Form for streets must be signed by **August 3, 2018**, in order for you to participate in the Joint Election.

August 3, 2018

Deadline to email Suzie.Harvey@mctx.org **notification of participation** in Joint Election, even if your election has not been ordered or if the election might be canceled if it is uncontested. Contracting Officer is unable to accommodate anyone who responds late. If notice is not received by this date, Political Subdivision will not be included in future correspondence regarding the Joint Election or in the Exhibit D - Cost Estimate.

Entity Fact Sheet due.

Electronic Ballot Template (without candidate names) due.* This must be emailed in a Word Document on our Ballot Template Form to Suzie.Harvey@mctx.org and Jason.Lav@mctx.org. Email candidate names separately, immediately following the Candidate Filing deadline. Email the order of candidates on the ballot immediately following your ballot position drawing.

*For a special election on a measure, if the ballot language for propositions has not been finalized, or if the Spanish translations have not been completed, please provide the expected number of propositions and the details of any candidate races so that the information can be inserted as place holders in the election database. This will allow ballot preparation to begin on schedule.

August 20, 2018

Deadline to **order an election**, unless otherwise provided by statute. Please forward a copy of your Order of Election to Contracting Officer.

5:00 PM - Candidate Filing deadline, unless otherwise provided by statute.*

*Schedule your ballot position drawing as soon as possible, but no later than the Candidate Withdrawal deadline, and email the order of candidates on the ballot (see entry under August 28).

Notice of ballot position drawing must be posted for 72 hours immediately preceding drawing.

Political subdivision other than a city: The authority conducting the ballot position drawing must mail written notice of the date, hour, and place of the drawing to candidates not later than the fourth day before the drawing.

City: On receipt of a candidate's written request accompanied by a stamped, self-addressed envelope, the authority conducting the ballot position drawing must mail written notice of the date, hour, and place of the drawing to the candidate.

5:15 PM - Deadline to notify Suzie.Harvey@mctx.org whether Political Subdivision has a **contested general election. Political subdivision will not be included in the Joint Election if we do not receive notice.**

5:15 PM - Deadline to email **candidate names in the exact form in which they are to be printed on the ballot.**

August 24, 2018

12:00 PM - Deadline to email **phonetic pronunciation of all candidate names that are not obvious, which will be used for the ballot audio recording.**

5:00 PM - Write-In Declaration Filing deadline, unless otherwise provided by statute.*

5:15 PM – If a Write-In causes election to be **contested, deadline to notify Suzie.Harvey@mctx.org.**

5:15 PM - Deadline to email the names of **Write-In candidates.**

5:15 PM – If election is uncontested as of 5:00 PM on this date, Deadline to **cancel election with Contracting Officer and incur **no fees** under this Agreement. If election is contested as of this date, but a candidate withdrawal after this date causes election to be uncontested, no charges will be assessed if Contracting Officer is notified of cancellation on the date of the withdrawal.**

August 28, 2018

5:00 PM - Candidate Withdrawal deadline, including Write-In Candidates, unless otherwise provided by statute.

5:15 PM - Deadline to email Suzie.Harvey@mctx.org **withdrawals or **election cancellation**.**

5:15 PM – If a candidate withdrawal on this date causes election to be uncontested, Deadline to **cancel election with Contracting Officer and incur **no fees** under this Agreement.**

7:00 PM - Deadline to email **order of candidates on ballot (please email it as soon as it is available, if sooner than the deadline).**

Deadlines for ballot proofing and ballot approval will be emailed with ballot proofs. The Participating Entities must adhere to deadlines in order for our office to meet the Federal and/or State deadlines to mail or email, as applicable, any military and overseas ballots.

September 4, 2018

Deadline to receive executed **Election Services Agreement** and **Joint Election Agreement** by mail, delivery (addresses on last page), or email Suzie.Harvey@mctx.org.

September 7, 2018

Deadline to receive **copy of Order of Election**.

September 21, 2018

9:00 AM - Public Logic and Accuracy Test and First Test of Automatic Tabulating Equipment held at Election Central, 9159 Airport Road, Conroe, Texas 77303.

September 25, 2018

Deadline to receive **deposit – 60%** of estimated cost on official **Exhibit D - Cost Estimate**, payable to Montgomery County Elections Administrator (addresses on last page).

October 9, 2018

Last day to register to vote for the **November 6, 2018** Election.

October 16, 2018

Deadline to receive copy of any Notice or Order which Participating Entity wishes to have Contracting Officer post at polling places being used in the election, e.g., Bond Election, Canceled Election.

The copy, including the translation in Spanish and any other required language(s), may be provided electronically to Contracting Officer at Suzie.Harvey@mctx.org.

The copy will be posted by Contracting Officer as follows:

- Early Voting Polling Places – before polls open on the first day of Early Voting
- Election Day Polling Places – before polls open on Election Day

Posting of any copy that is to be made earlier than the above schedule or at any location other than the polling places being used in the election are the responsibility of Participating Entity.

October 22 – November 2, 2018

Early Voting period.

October 26, 2018

Last day to accept **applications for early voting ballot by mail** and Federal Post Card Applications. The Early Voting Clerk may now receive applications beginning at any time during the calendar year, but no later than this date.

Applications for ballot by mail should be sent to:

Suzie Harvey
Elections Administrator
P. O. Box 2646
Conroe, TX 77305-2646

Any applications received by Participating Entity must be delivered in person or by email or fax to Contracting Officer on the day of receipt. Original applications that are received by mail and forwarded by email or fax must also be mailed or delivered in person to Contracting Officer for all processing.

November 5, 2018

If applicable, last day to post notice at the entrance to any polling place from Political Subdivision's preceding election that is different from the polling place used for this election and provide the location of the new polling place pursuant to Texas Election Code Section 43.062.

Tuesday, November 6, 2018

7:00 AM to 7:00 PM - Election Day

Regular deadline to receive early voting ballots by mail.

November 13, 2018

Deadline to receive military ballots.

November 16 – 20, 2018

Recommended dates to schedule your canvass.

Dates set by law to conduct official local canvass of returns are November 9 – 20. However, the Early Voting Ballot Board may be processing provisional ballots and overseas mail ballots as late as November 14 - 15. Canvass reports will be emailed as soon as possible, but they might not be available until November 16.

Pursuant to Section 67.004 (a) of the Texas Election Code, two members of the canvassing authority constitute a quorum for the purposes of canvassing an election.

December 6, 2018

Deadline to file electronic Precinct By Precinct returns with the Texas Secretary of State.

30 days from date of Final Invoice

Pay balance due for election services. Checks should be made payable to:
Montgomery County Elections Administrator.

September 7, 2020

First day that non-permanent election records* may be destroyed IF no contest or criminal investigation has arisen and IF no open records request has been filed.

*Permanent Records: (Sec. 66.001, 67.004, 67.006, Texas Election Code)

Election results in tabulated form must be preserved as a permanent record in the election register for each local canvassing authority by:

City: the city secretary

Political subdivision other than a county or city: the secretary of the governing body or, if there is no secretary, the presiding officer of the governing body

Candidate Applications must be retained by the governing body for two years after the date of the election (Sec. 141.036, Texas Election Code).

Suzie Harvey
Montgomery County Elections Administrator

Email
Suzie.Harvey@mctx.org

Mail
P. O. Box 2646
Conroe, TX 77305-2646

Delivery
9159 Airport Road
Conroe, TX 77303

Joint Election Agreement

Political Subdivision of Montgomery County Hospital District

WHEREAS, the undersigned Political Subdivisions (collectively referred to hereinafter as "Participating Entities") will each hold an election on November 6, 2018; and

WHEREAS, Montgomery County Elections Administrator, Suzie Harvey, as Montgomery County's Election Officer, has entered into separate Election Services Agreements with each of the undersigned Participating Entities wherein the County's Election Officer will administer elections occurring on November 6, 2018, to be held in precincts in Montgomery County, as authorized under Subchapter D of Chapter 31 of the Texas Election Code ("Election Services Agreements"); and

WHEREAS, the Participating Entities desire to enter into a Joint Election Agreement, as authorized under Chapter 271 of the Texas Election Code, for the purpose of sharing election equipment, election officials, polling places, and costs where appropriate.

NOW, THEREFORE, Participating Entities enter this Joint Election Agreement under the terms that follow:

I. Scope of Joint Election Agreement

The Participating Entities enter this Joint Election Agreement ("Agreement") for the purpose of jointly conducting elections to be held on November 6, 2018 ("Joint Election").

II. Appoint Election Officer

The Participating Entities appoint Suzie Harvey, Montgomery County Elections Administrator ("Contracting Officer"), to serve as the Election Officer to perform the duties and responsibilities of Election Officer itemized in the Election Services Agreements for the Joint Election.

III. Early Voting and Election Day

Early voting and election day voting shall be held in common precincts where appropriate, at the dates, times, and locations adopted by Montgomery County Commissioners' Court and/or authorized and ordered by the governing body of each Participating Entity.

IV. Joint Election Costs; Adjustment of Costs in the Event of Cancellation of Election; Payment

The estimated election expenses for each Participating Entity, including administrative costs and expenses for facilities, personnel, supplies, equipment, and training, are reflected in the Exhibit D - Cost Estimate incorporated into each Election Services Agreement. The Participating Entities agree that they will be responsible for and will pay from budgeted funds their share of the actual election expenses attributable to each entity according to the table incorporated into the Election Services Agreements as the Final Invoice.

V. Reasonable Cooperation

The Participating Entities agree to reasonably cooperate with each other as is necessary to carry out the terms of this Agreement.

VI. Miscellaneous Provisions

1. This Agreement becomes effective with respect to each Participating Entity upon execution by that Participating Entity. The obligations of this Agreement will continue as to each Participating Entity until each Participating Entity has made full payment of its share of election costs under this Agreement and its respective Election Services Agreement, which costs are related to the Joint Election.
2. If for any reason a Participating Entity does not participate in the Joint Election, this Joint Election Agreement shall remain in effect between all remaining Participating Entities.
3. Notices given under this Agreement must be in writing and may be effected by hand delivery, fax, email, or by certified mail to the Contracting Officer and/or the Participating Entities at the addresses listed on their respective signature blocks below.
4. This Agreement may not be amended or modified except in writing executed by the Contracting Officer and each respective Participating Entity with whom the amendment or modification has been mutually agreed.
5. The obligations under this Agreement are performable in Montgomery County, Texas.
6. Venue for any dispute arising under this Agreement shall be in Montgomery County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.
7. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and the Participating Entities shall perform their obligations under this Agreement as expressed in the terms and provisions of this Agreement.
8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes. Faxed signatures and/or electronic signatures shall have the same force and effect as an original signature.

IN TESTIMONY WHEREOF, this Agreement is executed by Montgomery County, Texas or the Contracting Officer, as applicable, and each Participating Entity on the dates indicated below.

See attached signature page(s):

June 12, 2018
Date

Signature: Craig Doyal
Printed name: Craig Doyal
Title: County Judge
Political Subdivision: Montgomery County, Texas
All correspondence to be directed to:
Montgomery County Elections Office
P. O. Box 2646
Conroe, Texas 77305-2646
(936) 539-7843
(936) 788-8340
suzie.harvey@mctx.org

Jul 24, 2018
Date


Signature: Kenn Fawn
Printed name: Kenn Fawn
Title: Chairman
Political Subdivision: Montgomery County Hospital
Address: 1400 South Loop 336 West
City, State, Zip: Conroe, TX 77304
Telephone: (936) 523-5016
Fax: (936) 539-1163
Email: Ddaniel@mchd-tx.org

Date

Signature: _____
Printed name: _____
Title: _____
Political Subdivision: _____
Address: _____
City, State, Zip: _____
Telephone: () _____
Fax: () _____
Email: _____

Date

Signature: _____
Printed name: _____
Title: _____
Political Subdivision: _____
Address: _____
City, State, Zip: _____
Telephone: () _____
Fax: () _____
Email: _____

 Montgomery County Hospital District	INSURANCE PROGRAMS	Page 1 of 1
Department	Policy Number	CAAS Reference Number
Human Resources	HR 25-309	

I. PURPOSE

The District provides a comprehensive group health program for full-time employees. Full details can be obtained from the Human Resources Department. MCHD also provides insurance programs as mandated by state and federal regulations for all employees (example: worker's compensation). **MCHD reserves the right to change, modify, or elect not to offer these benefits at any time.**

II. POLICY

The following are brief summaries of these programs; contact the Human Resources department for more information:

1. Group Insurance

The company may offer major medical, dental, vision, life, short-term disability, long-term disability, and accidental death and dismemberment insurance to regular, full-time employees. In some cases, dependents are also eligible. MCHD may pay for a portion of premiums as determined by the Board of Directors. The remaining premium cost would be the responsibility of the employee. Additional Life/Dismemberment coverage may be arranged for an additional cost to the employee.

2. Workers' Compensation

MCHD carries insurance to cover the cost of work-incurred injury or illness. Benefits help pay for an employee's medical treatment and for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances in each case. To be assured of maximum coverage, all work-related accidents must be reported immediately to supervisors and the Human Resources Department so the company can file claims timely.

3. Short and Long-Term Disability Benefits

MCHD may elect to provide short-term disability benefits to eligible employees who are unable to work because of a qualifying injury or illness. Only full time employees are eligible for these benefits. All benefits are subject to the terms and conditions specifically set forth in the agreement between MCHD and the disability carrier. Details regarding these benefits, including benefit amounts, limitations, timing of payments, exclusions, and restrictions are contained in the Summary Plan Description. Employees may contact the Human Resources Department with any questions or for more information.

References: Previously Policy # 10-309

Original Date MM/YYYY
Review/Revision Date 10/2008
X Supersedes all Previous

Date Approved by the Board of Directors 10/28/2008



RENTAL CONTRACT #: _____

REV Rental
245 S Executive Dr.
Brookfield, WI 53005
RENTAL CONTRACT

Customer Name Montgomery County Hospital District	Driver's License Number Company authorized employees	For Assistance Call: Tanner Jacob 979-249-7355	Issuance Location 1400 S Loop 336 W Conroe, Texas 77304
Created By: Tanner Jacob	Insurance Company VFIS	Policy Number VFIS-CM-1051153-11/000	Date and Time Out 8/15/2018
Date and Time Due In 11/15/2018	Date and Time In	Checked Out By Tanner Jacob	Checked In By
Fuel Out Full	Fuel In	Mileage Out	Mileage In

VIN Number	Vehicle Description	Rental Amount	Other Charges
1FSWE3FS7HDC33069	Frontline Ambulance Type III	\$3900 / 15 th of the month	Included is 100 miles per day. Overage is at \$.45 per mile.
License Plate MIQ 17I			

Fuel Charge Rates	
Per Mile Rate	\$0.45
Per Gallon Rate	\$5.00

Subtotal	\$3900
Additional Charges	\$-0-
Tax	\$-0-
Estimated Total Charges	\$3900
DEPOSIT	\$-0-

Any daily rate is based on a 24-hour period. The time the rental begins is noted on this Agreement.

This is a non-smoking/no-pet vehicle. A cleaning fee applies if you violate this policy or return the vehicle excessively dirty or with evidence of smoke or pets.

You acknowledge that: (1) you have been offered a copy of the chassis manuals published by the chassis manufacturer(s); and (2) you have received the Vehicle referenced in this Agreement in good and operational condition aside from any condition(s) described in the check-out documentation.

If you do not return the Vehicle on the scheduled date and time due back, you agree to a daily recurring charge of \$139.29, until the Vehicle has been returned, or a maximum rental charge of \$135,000.00 has been recovered by REV.

If you do not return the Vehicle with at least as much fuel as was in it when you received it, you agree that REV will charge you a Fuel and Service Charge at the applicable per-mile or per-gallon rate provided above. (1) The "per-mile rate" is used if you do not buy fuel during the Rental Period. To calculate this amount, REV multiplies the number of miles driven, as shown on the Vehicle's odometer by the applicable per-mile rate. (2) The "per-gallon rate" is used if you buy fuel during the Rental Period but the tank is not as full when you return the Vehicle as when you received it. To calculate this amount, REV multiplies the number of gallons needed to refill the fuel tank to the same level as when you received the Vehicle by the applicable per-gallon rate. **Credit will not be issued if you purchase fuel during the Rental Period and return the Vehicle with more fuel in the tank than when rented.**

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736,

Preferred Method of Contact and Electronic Records

Providing a preferred method of contact will allow us to inform you about this rental by automated voice or email. This will not be used for marketing purposes. If you choose to receive updates about Your Agreement via Email, you may receive multiple emails via automated technology to the Email address you provided.

X Email at accountspayable@mchd-tx.org

X Call Liz Bedair 936-523-1102

_____ By initialing this paragraph, you consent to receive only electronic records related to this Agreement and rental and acknowledge that I have a computer or other device capable of receiving emails and opening PDF documents. See paragraph 23 of the General Terms and Conditions for additional information.

Tolls

You are responsible for all Tolls and Violations incurred during the Rental Period. **You may be able to program a navigational device to avoid toll roads or use cash lanes and pay in cash for tolls. However, certain toll roads do not accept cash. If you travel on such a road without using a personal transponder that is accepted on that road or arranging an alternative payment method with local authorities, you will incur fines, administrative fees, and other charges.** See paragraph 17 of the Terms & Conditions for additional information.

By signing below, you: agree to the terms and conditions of the Rental Contract, the General Terms and Conditions, any exhibits and any addenda (together the "Agreement"); acknowledge that you had an opportunity to read the Agreement before signing; accept or decline Optional Products as indicated on this Rental Contract; authorize us to process a separate payment card voucher in your name for all Charges, including for Tolls and Violations, and to release your billing and rental information to third parties for billing/processing and other legitimate purposes; permit us to reserve against your payment card the amount noted in the Charges column; represent and warrant that the insurance coverage information that you provided is accurate and will not change during the Rental Period; and authorize us to adjust your payment card account to reflect changes in amounts due or overpaid as a result of our final audit. ALL CHARGES SUBJECT TO FINAL AUDIT

Customer



General Terms and Conditions

1. DEFINITIONS. "Accessibility Device" means vehicle equipment, such as wheelchair lifts, cots and other similar mobility devices. "Agreement" means the Rental Contract, these General Terms and Conditions, and any exhibits and addenda that we provide. "Charges" means the fees and charges that are incurred under this Agreement. "Diminished Value" means the difference between the fair market value of the Vehicle before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "Including" or "Includes" means "including but not limited to" or "includes without limitation." "Loss of Use" means the loss of our ability to use a Vehicle for our purposes because of Vehicle damage or loss during a Rental Period, including use for rent, display for rent and/or sale, opportunity to upgrade or sell, or transportation of employees. "Optional Equipment" means optional accessories and equipment that we may offer for rent at an additional charge, including child safety seats, navigational systems, mobile devices, and ski racks. "Rental Period" means the period between the time you take possession of a Vehicle and the time that the Vehicle is either returned to or recovered by us and checked in by us. "Toll" means a toll charge assessed by a charging authority for use of a toll lane. "Vehicle" means the automobile identified in this Agreement and any vehicle we substitute for it, all its tires, tools, accessories, equipment, keys and Vehicle documents. "Vehicle License Fee" or "Vehicle License Cost Recovery Fee" means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law. "Violation" means a parking citation, photo enforcement fee, a fine for toll evasion, and other fines, fees, and penalties, including storage liens and charges. "You" or "your" means the person identified as the customer in this Agreement ("Customer"), each person signing this Agreement, each Authorized Driver, and every person to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means REV Group, Inc. ("REV").

2. GENERAL RESPONSIBILITIES; NATURE OF AGREEMENT. These General Terms and Conditions are applicable to and form part of the Agreement between REV and the You. REV will provide You a Vehicle "as is" and in good working condition for the time and rental rate agreed to by you and REV at the time of rental. Upon your acceptance of the Vehicle, acknowledged by either written or electronic means, the terms and conditions of the Agreement shall apply during all times you are in possession or control of the Vehicle. This Agreement is a contract for rental of the Vehicle offered to you. The rental is solely a bailment for mutual consideration. Customer must cause its drivers to check all fluid levels and tire inflation on the Vehicle on a daily basis.

3. REV'S WARRANTY DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, REV MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE VEHICLE, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. You acknowledge acceptance of the Vehicle "as is" and on a "where is" basis, with "all faults" and without any recourse whatsoever against REV.

4. VEHICLE RETURN; EXTENSIONS: You will return the Vehicle in the same condition as when received, to the REV location where rented, on the date and at the time specified on the Rental Contract, or sooner if requested by REV. To extend the Rental Period, You must obtain the written approval of REV prior to the scheduled expiration of the Rental Period. IF YOU RETURN IT EARLIER OR LATER OR TO A DIFFERENT LOCATION, A DROP CHARGE AND/OR RATE CHANGE MAY APPLY. If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of it until we inspect it on reopening for business, and all Charges may continue to accrue.

5. FAILURE TO RETURN VEHICLE: If the Vehicle is not returned when due, you will be in unlawful possession of the Vehicle, and REV may, at our discretion: (a) seek the issuance of a warrant for the arrest of anyone in possession of the Vehicle (including You) in accordance with applicable law; and/or (b) charge you an additional rental fee in the amount identified at the commencement of the Rental Period on a daily recurring basis ("Additional Rental Fees") until either (i) the Vehicle is returned, or (ii) REV has received the entire value of the Vehicle based upon its condition at the beginning of the Rental Period; (c)

take such steps as permitted by law to secure return of the Vehicle and/or the reasonable value of the Vehicle based on its condition at the beginning of the Rental Period; and/or (d) require you to reimburse us for all costs incurred including reasonable attorney fees.

6. REPOSSESSION OF VEHICLE: Notwithstanding anything to the contrary herein and to the extent permitted by law, the Vehicle may be repossessed, without notice and at Your expense, if it is not returned when due, is illegally parked, is used in violation of law or of the Agreement, or appears to have been abandoned.

7. PAYMENT; CHARGES. You agree to pay all Charges and authorizes REV to process all amounts due when invoiced, including: (a) time & mileage charge for the Rental Period, including an additional mileage fee if you exceed your daily mileage allowance; (b) a mileage charge based on our experience if the odometer is tampered with or disconnected; (c) fees for optional products, equipment, and services you purchased; (d) fuel and a refueling fee if you return the Vehicle with less fuel than when rented; (e) taxes, surcharges, and other government-imposed fees; (f) vehicle license and other recovery fees (g) expenses we incur locating and recovering the Vehicle if you fail to return it or if we repossess it under the terms of this Agreement; (h) all costs we incur enforcing or defending our rights under this Agreement; (i) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented or if the Vehicle is returned containing evidence or odors of smoking or animals; (j) a fee of up to \$500 if you lose the keys to the Vehicle; (k) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due; (l) towing, storage charges, forfeitures, court costs, penalties and all other costs we incur from your use of the Vehicle; and (m) replacement cost of lost or damaged parts and supplies used in Optional Equipment. You are responsible for all charges, even if you indicate that someone else will pay. Payment is due upon REV's request. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the charges.

8. NOTICES. REV may send notices to you by any means determined by REV. In particular, if you have provided REV with an email address, REV may send notices to you at that email address and such email notice shall be valid for purposes of the Agreement.

9. YOUR INDEPENDENT STATUS: Neither you, Additional Drivers, nor Authorized Drivers are the agent or authorized representative of REV for any purpose.

10. AUTHORIZED DRIVERS: ONLY AUTHORIZED DRIVER(S) ARE PERMITTED TO DRIVE THE VEHICLE. "AUTHORIZED DRIVER" MEANS, THE FOLLOWING PEOPLE TO THE EXTENT THEY ARE AT LEAST 25 YEARS OLD, HAVE A VALID DRIVER'S LICENSE FOR THE CLASS OF VEHICLE BEING RENTED, ARE EXPERIENCED AND QUALIFIED TO OPERATE THE VEHICLE, AND HAVE YOUR EXPRESS PERMISSION TO OPERATE THE VEHICLE:

- a. "EMPLOYEES OF THE CUSTOMER AUTHORIZED BY THE CUSTOMER; and
- b. ANY OTHER PERSONS DEFINED AS "AUTHORIZED DRIVERS" UNDER APPLICABLE LAW

11. PROHIBITED USES: The Vehicle will not be used or operated in any of the following "Prohibited Uses":

- a. by anyone who is not the Customer or an Authorized Driver;
- b. by anyone who allows more passengers to occupy the Vehicle than there are seat belts or who does not require all occupants to ride in the passenger compartment and comply with applicable seat-belt and child-restraint laws;
- c. off of regularly maintained roadways;
- d. outside the United States and Canada;
- e. by anyone who leaves the Vehicle and fails to remove the keys, close and lock all doors and

close all windows, or otherwise aids in vandalism or theft of the Vehicle;

- f. when continued operation of the Vehicle is likely to cause damage to the Vehicle;
- g. to engage in any speed contest; to carry people or property for hire; to push anything; to tow anything; or to carry or transport hazardous or explosive substances;
- h. by anyone who improperly loads the Vehicle or transports weight exceeding the Vehicle's maximum capacity;
- i. if the Vehicle is obtained upon the basis of false or misleading information;
- j. by anyone who, as a result of reckless or intentional misconduct damages the Vehicle or causes personal injury or property damage to others;
- k. by anyone while intoxicated or under the influence of any substance that impairs driving ability;
- l. during the commission of a felony or other crime, or for the transportation of illegal drugs or contraband;
- m. to teach anyone to drive;
- n. to transport any pet or other animal (other than a service animal);
- o. to operate in any desert areas, including Death Valley, during hot periods;
- p. carrying a disabled passenger without properly securing that passenger;
- q. by anyone who is driving or operating the Vehicle while operating hand-held devices (including cell phones, mobile computers, or other devices that are capable of receiving or transmitting telephonic communications, electronic data, email or text messages) while not in a hands-free mode or otherwise in compliance with applicable laws and regulations relating to use of electronic devices while driving;
- r. under or through an overpass or other structure without sufficient clearance; or
- s. in violation of or contrary to any law, regulation or rule applicable to the Vehicle.

12. VEHICLE LOSS AND DAMAGE: You are responsible for all damage to or loss or theft of the Vehicle during the Rental Period, regardless of fault, resulting from any cause, including damage caused by collisions, weather, vandalism, road conditions and acts of nature. Your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; or (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use shall be payable regardless of fleet utilization; (c) a reasonable administrative fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement.

13. LOSS DAMAGE WAIVER: If we offer, and you purchase, loss damage waiver ("LDW"), we will waive our right to hold you financially responsible for damage to or loss of the Vehicle. LDW is not insurance, is optional, and may duplicate coverage under your own insurance policy or credit card. You may wish to check with your insurance representative or credit card company to determine whether you have coverage or protection for

damage, theft or loss of the Vehicle. LDW does not apply to keys, key fobs, transponders, or Accessibility Devices or to Optional Equipment that we rent to you for use in the Vehicle. Your LDW will be invalidated, and we will not waive our right to hold you financially responsible for loss of or damage to the Vehicle that results from a Prohibited Use described in Paragraph 7 above.

14. RESPONSIBILITY TO THIRD PARTIES; INSURANCE. You are responsible for all damage or loss you cause to yourself and others. It is your responsibility to know and understand the insurance coverage you have or elect to purchase for this rental. You agree to maintain automobile insurance during the Rental Period which provides us and you the following primary coverage: (a) Bodily injury ("BI") and property damage ("PD") liability coverage; (b) Personal injury protection ("PIP"), no-fault, or similar coverage where required; (c) Uninsured/underinsured ("UM/UIIM") coverage where required, and (d) Comprehensive and collision damage coverage extending to the Vehicle. Your insurance coverage must provide at least the minimum limits of coverage required by the applicable financial responsibility laws of all jurisdictions in which the Vehicle is operated. Where permitted by law, by signing this Agreement, you and we reject UM/UIIM, no-fault, and PIP coverages. If such protection is imposed by operation of law, it will be for the minimum limits required. Because you are providing auto insurance, we are not. If required by law, we will provide BI or PD liability coverage under an insurance policy ("Policy"). The Policy extends only to the minimum limits prescribed by the federal or state law applicable to the loss; is contingent to any other valid and collectible insurance whether primary, secondary, excess or contingent; contains exclusions, conditions, and limitations applicable to anyone claiming coverage; does not cover injury to you; and does not apply outside the U.S. or Canada. You must: (a) report damage to the Vehicle and accidents involving the Vehicle to us and the police upon discovery; (b) complete our incident report form; and (c) provide us with a copy of any service of process or notice of any kind related the Vehicle. Failure to complete an incident report, or to timely report accidents to us and the police, is a material breach of this Agreement. Our Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement. In all circumstances in which You provide any of the above-described insurance coverages, all BI and PD coverage must be endorsed to include REV as an additional insured and all comprehensive and collision damage coverage extending to the Vehicle must be endorsed to name REV as loss payee. In addition, in all circumstances in which You provide any of the above-described insurance coverages, Additionally, You must provide to REV written certificates obtained from Your insurance carriers certifying that all insurance coverages required above have been procured and are in effect during the applicable Rental Period. The Vehicle may not be taken to Mexico under any circumstances.

15. YOUR INDEMNIFICATION OF REV: TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS REV FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES) ARISING OUT OF YOUR USE OR OPERATION OF THE VEHICLE AND/OR YOUR FAILURE TO COMPLY WITH ALL TERMS OF THE AGREEMENT.

16. INVESTIGATIONS: You and each Authorized Driver will promptly complete incident reports, deliver to REV a copy of all related documents, and fully cooperate with REV's investigation of any vandalism, theft, accident, claim or lawsuit involving the Vehicle (this obligation to cooperate does not create a duty of defense by REV.)

17. LIABILITY FOR TOLLS, VIOLATIONS, AND OTHER CHARGES; DISCLAIMER OF LIABILITY. You are liable for all Tolls and Violations assessed against you, us, or the Vehicle during the Rental Period. (A) Tolls. If a Toll is incurred on the Vehicle, we will charge you for the Toll at the highest prevailing undiscounted rate (electronic, cash, single-occupancy, or other) plus all applicable fees and taxes, plus an administrative fee of up to \$10 per Toll. If we charge you for a Toll that you believe you paid, you will not be relieved of your obligation to pay us, for the Toll unless you submit proof of the payment to REV. (B) Violations. If we are notified by charging authorities that we may be responsible for payment of a Violation, you agree that we may, in our sole discretion, and without prior notice to you, pay the Violation plus applicable taxes, on your behalf directly to the appropriate authority. We will charge you the face value of the Violation and any taxes plus an administrative fee of up to \$50 for each Violation. If we elect to pay the Violation, you may not be able to challenge the validity of the Violation before the issuing authority. We may, in our sole discretion, elect to transfer liability for any Violation assessed against the vehicle during the rental period to you personally in jurisdictions that permit such transfers of liability. If liability is transferred to you, we will charge you an administrative fee of up to \$40 per Violation.

You authorize us to release your rental information, including personally identifiable information, to government officials and other authorities charged with enforcing Tolls and Violations. You authorize us to release your rental and payment card information. If we pay a Toll or Violation assessed on the Vehicle during the Rental Period, you authorize us, to charge all payments and administrative fees to the payment card you used to pay for this rental. You authorize us to contact you directly or to send invoices regarding any tolls, citations, fines, or penalties incurred by you or assessed against us to our vehicle while the vehicle was rented by you.

18. REPAIRS AND ALTERATIONS: If the Vehicle becomes undrivable due to a vehicle safety issue during the Rental Period, You may authorize any repair under \$100.00 to be performed by a competent and licensed repair or service facility. Otherwise, You will not repair or replace any part of the Vehicle or otherwise alter the Vehicle without the prior written consent of REV. Payment for a repair or service under \$100 is your responsibility and the cost will be reimbursed upon presentation of a receipt documenting the repair and the associated cost. You will be solely responsible for all unauthorized repairs, replacement parts, and the cost of restoring any unauthorized alterations.

19. PERSONAL PROPERTY PLACED, TRANSPORTED OR LEFT IN VEHICLE OR AT REV: You are solely responsible for all loss of and damage to any personal property placed, transported or left in the Vehicle, or at a REV facility. You will pay all costs associated with the disposal of any such property. To the extent permitted by law, You release REV our agents and employees from all claims for loss of or damage to your personal property or that of another person that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether the loss or damage was caused by our negligence.

20. DEFAULT AND REMEDIES. Your agree that a service charge of 1.5% per month, or the maximum rate permitted by law, shall be assessed on all delinquent accounts, until paid in full. Deposits will be returned only after all amounts payable to REV are paid in full. If your payment towards the account is returned, denied, or otherwise unable to be processed, the balance due may be sent to a 3rd party collection agency on the 31st day after the Rental Period expires. YOU HEREBY AGREE THAT YOU ARE NOT ENTITLED TO NOTICE OF DEFAULT OR NOTICE OF ANY ACTION OF ENFORCEMENT BY REV OTHER THAN WHAT IS EXPRESSLY PROVIDED FOR UNDER THE AGREEMENT. Should REV fail to meet any of its obligations under the Agreement, your only remedy is repair or replacement of the deficient Vehicle or to receive, at REV's option, a rental charge adjustment.

21. CHOICE OF LAW: The Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

22. DISPUTE RESOLUTION:

THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIAL OR CLASS ACTIONS. This Arbitration Provision's scope is broad and includes any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATION AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND REV EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER.

All issues of arbitrability, joinder, and consolidation shall be decided by the arbitrator. The arbitration will take place in the county of your billing address unless agreed otherwise. The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at www.adr.org. If you seek \$10,000 or less through arbitration, REV will reimburse you for any AAA filing fee.

The arbitrator may award injunctive relief as well as money. Judgment on the arbitration award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

23. ELECTRONIC RECORDS AUTHORIZATION: You are entitled to a paper copy of this Agreement if you choose. If you provided your consent on the Rental Contract to receive this Agreement via email, your consent applies to this Agreement and all subsequent documents and written communications related to this Agreement and your rental. By contacting Rev, you may update your email address, withdraw your consent, or obtain a paper copy of the Agreement or related documents at no charge. By providing your consent, you confirm that you have access to a computer that can receive and open emails and PDF documents.

24. YOUR REPRESENTATIONS AND WARRANTIES: You represent and warrant that: (a) you have inspected any Accessibility Device; (b) you are familiar with and have training and experience using equipment of the same type as the Accessibility Device(s); and (c) you are confident that you can operate the Accessibility Device(s) safely. You understand that you are responsible for your safety and that of all Authorized Drivers, Additional Drivers, and guests in the Vehicle. To the fullest extent permitted by law, you voluntarily assume all risk of accident or damage to persons or property that may arise out of or that is related to the use or operation of the Accessibility Device(s).

25. PERSONAL INFORMATION; INFOTAINMENT SYSTEMS: You agree that we may disclose personally identifiable information about you to law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. The Vehicle also may be equipped with devices that permit you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. You should delete all personal information from the Vehicle's systems before returning it. Questions regarding privacy should be directed to the location where you rented the Vehicle.

28. TELEMATICS NOTICE AND RELEASE: The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, an event data recorder (EDR), and/or a telematics device consisting of a transceiver box, antenna and other related equipment and hardware (collectively "Device"). You agree not to tamper with or disable the Device without the express written consent of REV. You shall be responsible for any loss of or damage to the Device up to its full replacement cost. The Device, all related software and all data collected from the Device shall at all times remain the property of REV. The Device may be removed by REV at any time or upon termination of this agreement. You acknowledge that your use of this Vehicle may be remotely monitored by us or on behalf of us through the Device and other telematics systems to the extent permitted by law. This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, vehicle speed, and other elements we may deem necessary. You should have no expectation of privacy related to your use of this Vehicle. You authorize the release of information collected by the Device or other telematics system or EDR and agree to inform all drivers and passengers of the Vehicle of the terms of this section, including your authorization to the release of information. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. To the extent permitted by law, you agree to release us and agree to indemnify, defend and hold us harmless from any damage to persons or property caused by failure of the Device or other telematics system or EDR to operate properly, or otherwise arising from the use of the Device or other telematics system or EDR.

29. MISCELLANEOUS: This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. To the extent permitted by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle; and waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. If

any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. The person executing this Agreement on behalf of Customer represents and warrants that he or she is the duly authorized representative of Customer with the requisite authority to so execute and deliver this Agreement,

REV Mobility Rental Agreement (091117)



RENTAL CONTRACT #: _____

REV Rental
245 S Executive Dr.
Brookfield, WI 53005
RENTAL CONTRACT

Customer Name Montgomery County Hospital District	Driver's License Number Company authorized employees	For Assistance Call: Tanner Jacob 979-249-7355	Issuance Location 1400 S Loop 336 W Conroe, Texas 77304
Created By: Tanner Jacob	Insurance Company VFIS	Policy Number VFIS-CM-1051153-11/000	Date and Time Out 8/15/2018
Date and Time Due In 11/15/2018	Date and Time In	Checked Out By Tanner Jacob	Checked In By
Fuel Out Full	Fuel In	Mileage Out	Mileage In

VIN Number	Vehicle Description	Rental Amount	Other Charges
1FDWE3FS0HDC34239	Frontline Ambulance Type III	\$3900 / 15 th of the month	Included is 100 miles per day. Overage is at \$.45 per mile.
License Plate HDC34239			

Fuel Charge Rates	
Per Mile Rate	\$0.45
Per Gallon Rate	\$5.00

Subtotal	\$3900
Additional Charges	\$-0-
Tax	\$-0-
Estimated Total Charges	\$3900
DEPOSIT	\$-0-

Any daily rate is based on a 24-hour period. The time the rental begins is noted on this Agreement.

This is a non-smoking/no-pet vehicle. A cleaning fee applies if you violate this policy or return the vehicle excessively dirty or with evidence of smoke or pets.

You acknowledge that: (1) you have been offered a copy of the chassis manuals published by the chassis manufacturer(s); and (2) you have received the Vehicle referenced in this Agreement in good and operational condition aside from any condition(s) described in the check-out documentation.

If you do not return the Vehicle on the scheduled date and time due back, you agree to a daily recurring charge of \$139.29, until the Vehicle has been returned, or a maximum rental charge of \$135,000.00 has been recovered by REV.

If you do not return the Vehicle with at least as much fuel as was in it when you received it, you agree that REV will charge you a Fuel and Service Charge at the applicable per-mile or per-gallon rate provided above. (1) The "per-mile rate" is used if you do not buy fuel during the Rental Period. To calculate this amount, REV multiplies the number of miles driven, as shown on the Vehicle's odometer by the applicable per-mile rate. (2) The "per-gallon rate" is used if you buy fuel during the Rental Period but the tank is not as full when you return the Vehicle as when you received it. To calculate this amount, REV multiplies the number of gallons needed to refill the fuel tank to the same level as when you received the Vehicle by the applicable per-gallon rate. **Credit will not be issued if you purchase fuel during the Rental Period and return the Vehicle with more fuel in the tank than when rented.**

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736,

Preferred Method of Contact and Electronic Records

Providing a preferred method of contact will allow us to inform you about this rental by automated voice or email. This will not be used for marketing purposes. If you choose to receive updates about Your Agreement via Email, you may receive multiple emails via automated technology to the Email address you provided.

X Email at accountspayable@mchd-tx.org

X Call Liz Bedair 936-523-1102

_____ By initialing this paragraph, you consent to receive only electronic records related to this Agreement and rental and acknowledge that I have a computer or other device capable of receiving emails and opening PDF documents. See paragraph 23 of the General Terms and Conditions for additional information.

Tolls

You are responsible for all Tolls and Violations incurred during the Rental Period. **You may be able to program a navigational device to avoid toll roads or use cash lanes and pay in cash for tolls. However, certain toll roads do not accept cash. If you travel on such a road without using a personal transponder that is accepted on that road or arranging an alternative payment method with local authorities, you will incur fines, administrative fees, and other charges.** See paragraph 17 of the Terms & Conditions for additional information.

By signing below, you: agree to the terms and conditions of the Rental Contract, the General Terms and Conditions, any exhibits and any addenda (together the "Agreement"); acknowledge that you had an opportunity to read the Agreement before signing; accept or decline Optional Products as indicated on this Rental Contract; authorize us to process a separate payment card voucher in your name for all Charges, including for Tolls and Violations, and to release your billing and rental information to third parties for billing/processing and other legitimate purposes; permit us to reserve against your payment card the amount noted in the Charges column; represent and warrant that the insurance coverage information that you provided is accurate and will not change during the Rental Period; and authorize us to adjust your payment card account to reflect changes in amounts due or overpaid as a result of our final audit. **ALL CHARGES SUBJECT TO FINAL AUDIT**

Customer



General Terms and Conditions

1. DEFINITIONS. "Accessibility Device" means vehicle equipment, such as wheelchair lifts, cots and other similar mobility devices. "Agreement" means the Rental Contract, these General Terms and Conditions, and any exhibits and addenda that we provide. "Charges" means the fees and charges that are incurred under this Agreement. "Diminished Value" means the difference between the fair market value of the Vehicle before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "Including" or "Includes" means "including but not limited to" or "includes without limitation." "Loss of Use" means the loss of our ability to use a Vehicle for our purposes because of Vehicle damage or loss during a Rental Period, including use for rent, display for rent and/or sale, opportunity to upgrade or sell, or transportation of employees. "Optional Equipment" means optional accessories and equipment that we may offer for rent at an additional charge, including child safety seats, navigational systems, mobile devices, and ski racks. "Rental Period" means the period between the time you take possession of a Vehicle and the time that the Vehicle is either returned to or recovered by us and checked in by us. "Toll" means a toll charge assessed by a charging authority for use of a toll lane. "Vehicle" means the automobile identified in this Agreement and any vehicle we substitute for it, all its tires, tools, accessories, equipment, keys and Vehicle documents. "Vehicle License Fee" or "Vehicle License Cost Recovery Fee" means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law. "Violation" means a parking citation, photo enforcement fee, a fine for toll evasion, and other fines, fees, and penalties, including storage liens and charges. "You" or "your" means the person identified as the customer in this Agreement ("Customer"), each person signing this Agreement, each Authorized Driver, and every person to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means REV Group, Inc. ("REV").

2. GENERAL RESPONSIBILITIES; NATURE OF AGREEMENT. These General Terms and Conditions are applicable to and form part of the Agreement between REV and the You. REV will provide You a Vehicle "as is" and in good working condition for the time and rental rate agreed to by you and REV at the time of rental. Upon your acceptance of the Vehicle, acknowledged by either written or electronic means, the terms and conditions of the Agreement shall apply during all times you are in possession or control of the Vehicle. This Agreement is a contract for rental of the Vehicle offered to you. The rental is solely a bailment for mutual consideration. Customer must cause its drivers to check all fluid levels and tire inflation on the Vehicle on a daily basis.

3. REV'S WARRANTY DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, REV MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE VEHICLE, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. You acknowledge acceptance of the Vehicle "as is" and on a "where is" basis, with "all faults" and without any recourse whatsoever against REV.

4. VEHICLE RETURN; EXTENSIONS: You will return the Vehicle in the same condition as when received, to the REV location where rented, on the date and at the time specified on the Rental Contract, or sooner if requested by REV. To extend the Rental Period, You must obtain the written approval of REV prior to the scheduled expiration of the Rental Period. IF YOU RETURN IT EARLIER OR LATER OR TO A DIFFERENT LOCATION, A DROP CHARGE AND/OR RATE CHANGE MAY APPLY. If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of it until we inspect it on reopening for business, and all Charges may continue to accrue.

5. FAILURE TO RETURN VEHICLE: If the Vehicle is not returned when due, you will be in unlawful possession of the Vehicle, and REV may, at our discretion: (a) seek the issuance of a warrant for the arrest of anyone in possession of the Vehicle (including You) in accordance with applicable law; and/or (b) charge you an additional rental fee in the amount identified at the commencement of the Rental Period on a daily recurring basis ("Additional Rental Fees") until either (i) the Vehicle is returned, or (ii) REV has received the entire value of the Vehicle based upon its condition at the beginning of the Rental Period; (c)

take such steps as permitted by law to secure return of the Vehicle and/or the reasonable value of the Vehicle based on its condition at the beginning of the Rental Period; and/or (d) require you to reimburse us for all costs incurred including reasonable attorney fees.

6. REPOSSESSION OF VEHICLE: Notwithstanding anything to the contrary herein and to the extent permitted by law, the Vehicle may be repossessed, without notice and at Your expense, if it is not returned when due, is illegally parked, is used in violation of law or of the Agreement, or appears to have been abandoned.

7. PAYMENT; CHARGES. You agree to pay all Charges and authorizes REV to process all amounts due when invoiced, including: (a) time & mileage charge for the Rental Period, including an additional mileage fee if you exceed your daily mileage allowance; (b) a mileage charge based on our experience if the odometer is tampered with or disconnected; (c) fees for optional products, equipment, and services you purchased; (d) fuel and a refueling fee if you return the Vehicle with less fuel than when rented; (e) taxes, surcharges, and other government-imposed fees; (f) vehicle license and other recovery fees (g) expenses we incur locating and recovering the Vehicle if you fail to return it or if we repossess it under the terms of this Agreement; (h) all costs we incur enforcing or defending our rights under this Agreement; (i) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented or if the Vehicle is returned containing evidence or odors of smoking or animals; (j) a fee of up to \$500 if you lose the keys to the Vehicle; (k) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due; (l) towing, storage charges, forfeitures, court costs, penalties and all other costs we incur from your use of the Vehicle; and (m) replacement cost of lost or damaged parts and supplies used in Optional Equipment. You are responsible for all charges, even if you indicate that someone else will pay. Payment is due upon REV's request. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the charges.

8. NOTICES. REV may send notices to you by any means determined by REV. In particular, if you have provided REV with an email address, REV may send notices to you at that email address and such email notice shall be valid for purposes of the Agreement.

9. YOUR INDEPENDENT STATUS: Neither you, Additional Drivers, nor Authorized Drivers are the agent or authorized representative of REV for any purpose.

10. AUTHORIZED DRIVERS: ONLY AUTHORIZED DRIVER(S) ARE PERMITTED TO DRIVE THE VEHICLE. "AUTHORIZED DRIVER" MEANS, THE FOLLOWING PEOPLE TO THE EXTENT THEY ARE AT LEAST 25 YEARS OLD, HAVE A VALID DRIVER'S LICENSE FOR THE CLASS OF VEHICLE BEING RENTED, ARE EXPERIENCED AND QUALIFIED TO OPERATE THE VEHICLE, AND HAVE YOUR EXPRESS PERMISSION TO OPERATE THE VEHICLE:

- a. "EMPLOYEES OF THE CUSTOMER AUTHORIZED BY THE CUSTOMER; and
- b. ANY OTHER PERSONS DEFINED AS "AUTHORIZED DRIVERS" UNDER APPLICABLE LAW

11. PROHIBITED USES: The Vehicle will not be used or operated in any of the following "Prohibited Uses":

- a. by anyone who is not the Customer or an Authorized Driver;
- b. by anyone who allows more passengers to occupy the Vehicle than there are seat belts or who does not require all occupants to ride in the passenger compartment and comply with applicable seat-belt and child-restraint laws;
- c. off of regularly maintained roadways;
- d. outside the United States and Canada;
- e. by anyone who leaves the Vehicle and fails to remove the keys, close and lock all doors and

close all windows, or otherwise aids in vandalism or theft of the Vehicle;

- f. when continued operation of the Vehicle is likely to cause damage to the Vehicle;
- g. to engage in any speed contest; to carry people or property for hire; to push anything; to tow anything; or to carry or transport hazardous or explosive substances;
- h. by anyone who improperly loads the Vehicle or transports weight exceeding the Vehicle's maximum capacity;
- i. if the Vehicle is obtained upon the basis of false or misleading information;
- j. by anyone who, as a result of reckless or intentional misconduct damages the Vehicle or causes personal injury or property damage to others;
- k. by anyone while intoxicated or under the influence of any substance that impairs driving ability;
- l. during the commission of a felony or other crime, or for the transportation of illegal drugs or contraband;
- m. to teach anyone to drive;
- n. to transport any pet or other animal (other than a service animal);
- o. to operate in any desert areas, including Death Valley, during hot periods;
- p. carrying a disabled passenger without properly securing that passenger;
- q. by anyone who is driving or operating the Vehicle while operating hand-held devices (including cell phones, mobile computers, or other devices that are capable of receiving or transmitting telephonic communications, electronic data, email or text messages) while not in a hands-free mode or otherwise in compliance with applicable laws and regulations relating to use of electronic devices while driving;
- r. under or through an overpass or other structure without sufficient clearance; or
- s. in violation of or contrary to any law, regulation or rule applicable to the Vehicle.

12. VEHICLE LOSS AND DAMAGE: You are responsible for all damage to or loss or theft of the Vehicle during the Rental Period, regardless of fault, resulting from any cause, including damage caused by collisions, weather, vandalism, road conditions and acts of nature. Your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; or (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use shall be payable regardless of fleet utilization; (c) a reasonable administrative fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement.

13. LOSS DAMAGE WAIVER: If we offer, and you purchase, loss damage waiver ("LDW"), we will waive our right to hold you financially responsible for damage to or loss of the Vehicle. LDW is not insurance, is optional, and may duplicate coverage under your own insurance policy or credit card. You may wish to check with your insurance representative or credit card company to determine whether you have coverage or protection for

damage, theft or loss of the Vehicle. LDW does not apply to keys, key fobs, transponders, or Accessibility Devices or to Optional Equipment that we rent to you for use in the Vehicle. **Your LDW will be invalidated, and we will not waive our right to hold you financially responsible for loss of or damage to the Vehicle that results from a Prohibited Use described in Paragraph 7 above.**

14. RESPONSIBILITY TO THIRD PARTIES; INSURANCE. You are responsible for all damage or loss you cause to yourself and others. It is your responsibility to know and understand the insurance coverage you have or elect to purchase for this rental. You agree to maintain automobile insurance during the Rental Period which provides us and you the following primary coverage: (a) Bodily injury ("BI") and property damage ("PD") liability coverage; (b) Personal injury protection ("PIP"), no-fault, or similar coverage where required; (c) Uninsured/underinsured ("UM/UIM") coverage where required, and (d) Comprehensive and collision damage coverage extending to the Vehicle. Your insurance coverage must provide at least the minimum limits of coverage required by the applicable financial responsibility laws of all jurisdictions in which the Vehicle is operated. **Where permitted by law, by signing this Agreement, you and we reject UM/UIM, no-fault, and PIP coverages.** If such protection is imposed by operation of law, it will be for the minimum limits required. Because you are providing auto insurance, we are not. If required by law, we will provide BI or PD liability coverage under an insurance policy ("Policy"). The Policy extends only to the minimum limits prescribed by the federal or state law applicable to the loss; is contingent to any other valid and collectible insurance whether primary, secondary, excess or contingent; contains exclusions, conditions, and limitations applicable to anyone claiming coverage; does not cover injury to you; and does not apply outside the U.S. or Canada. You must: (a) report damage to the Vehicle and accidents involving the Vehicle to us and the police upon discovery; (b) complete our incident report form; and (c) provide us with a copy of any service of process or notice of any kind related the Vehicle. Failure to complete an incident report, or to timely report accidents to us and the police, is a material breach of this Agreement. Our Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement. In all circumstances in which You provide any of the above-described insurance coverages, all BI and PD coverage must be endorsed to include REV as an additional insured and all comprehensive and collision damage coverage extending to the Vehicle must be endorsed to name REV as loss payee. In addition, in all circumstances in which You provide any of the above-described insurance coverages, Additionally, You must provide to REV written certificates obtained from Your insurance carriers certifying that all insurance coverages required above have been procured and are in effect during the applicable Rental Period. **The Vehicle may not be taken to Mexico under any circumstances.**

15. YOUR INDEMNIFICATION OF REV: TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS REV FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES) ARISING OUT OF YOUR USE OR OPERATION OF THE VEHICLE AND/OR YOUR FAILURE TO COMPLY WITH ALL TERMS OF THE AGREEMENT.

16. INVESTIGATIONS: You and each Authorized Driver will promptly complete incident reports, deliver to REV a copy of all related documents, and fully cooperate with REV's investigation of any vandalism, theft, accident, claim or lawsuit involving the Vehicle (this obligation to cooperate does not create a duty of defense by REV.)

17. LIABILITY FOR TOLLS, VIOLATIONS, AND OTHER CHARGES; DISCLAIMER OF LIABILITY. You are liable for all Tolls and Violations assessed against you, us, or the Vehicle during the Rental Period. (A) **Tolls.** If a Toll is incurred on the Vehicle, we will charge you for the Toll at the highest prevailing undiscounted rate (electronic, cash, single-occupancy, or other) plus all applicable fees and taxes, plus an administrative fee of up to \$10 per Toll. If we charge you for a Toll that you believe you paid, you will not be relieved of your obligation to pay us, for the Toll unless you submit proof of the payment to REV. (B) **Violations.** If we are notified by charging authorities that we may be responsible for payment of a Violation, you agree that we may, in our sole discretion, and without prior notice to you, pay the Violation plus applicable taxes, on your behalf directly to the appropriate authority. We will charge you the face value of the Violation and any taxes plus an administrative fee of up to \$50 for each Violation. If we elect to pay the Violation, you may not be able to challenge the validity of the Violation before the issuing authority. We may, in our sole discretion, elect to transfer liability for any Violation assessed against the vehicle during the rental period to you personally in jurisdictions that permit such transfers of liability. If liability is transferred to you, we will charge you an administrative fee of up to \$40 per Violation.

You authorize us to release your rental information, including personally identifiable information, to government officials and other authorities charged with enforcing Tolls and Violations. You authorize us to release your rental and payment card information. If we pay a Toll or Violation assessed on the Vehicle during the Rental Period, you authorize us, to charge all payments and administrative fees to the payment card you used to pay for this rental. You authorize us to contact you directly or to send invoices regarding any tolls, citations, fines, or penalties incurred by you or assessed against us to our vehicle while the vehicle was rented by you.

18. REPAIRS AND ALTERATIONS: If the Vehicle becomes undriveable due to a vehicle safety issue during the Rental Period, You may authorize any repair under \$100.00 to be performed by a competent and licensed repair or service facility. Otherwise, You will not repair or replace any part of the Vehicle or otherwise alter the Vehicle without the prior written consent of REV. Payment for a repair or service under \$100 is your responsibility and the cost will be reimbursed upon presentation of a receipt documenting the repair and the associated cost. You will be solely responsible for all unauthorized repairs, replacement parts, and the cost of restoring any unauthorized alterations.

19. PERSONAL PROPERTY PLACED, TRANSPORTED OR LEFT IN VEHICLE OR AT REV: You are solely responsible for all loss of and damage to any personal property placed, transported or left in the Vehicle, or at a REV facility. You will pay all costs associated with the disposal of any such property. To the extent permitted by law, You release REV our agents and employees from all claims for loss of or damage to your personal property or that of another person that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether the loss or damage was caused by our negligence.

20. DEFAULT AND REMEDIES. You agree that a service charge of 1.5% per month, or the maximum rate permitted by law, shall be assessed on all delinquent accounts, until paid in full. Deposits will be returned only after all amounts payable to REV are paid in full. If your payment towards the account is returned, denied, or otherwise unable to be processed, the balance due may be sent to a 3rd party collection agency on the 31st day after the Rental Period expires. YOU HEREBY AGREE THAT YOU ARE NOT ENTITLED TO NOTICE OF DEFAULT OR NOTICE OF ANY ACTION OF ENFORCEMENT BY REV OTHER THAN WHAT IS EXPRESSLY PROVIDED FOR UNDER THE AGREEMENT. Should REV fail to meet any of its obligations under the Agreement, your only remedy is repair or replacement of the deficient Vehicle or to receive, at REV's option, a rental charge adjustment.

21. CHOICE OF LAW: The Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

22. DISPUTE RESOLUTION:

THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIAL OR CLASS ACTIONS. This Arbitration Provision's scope is broad and includes any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATION AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND REV EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER.

All issues of arbitrability, joinder, and consolidation shall be decided by the arbitrator. The arbitration will take place in the county of your billing address unless agreed otherwise. The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at www.adr.org. If you seek \$10,000 or less through arbitration, REV will reimburse you for any AAA filing fee.

The arbitrator may award injunctive relief as well as money. Judgment on the arbitration award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

23. ELECTRONIC RECORDS AUTHORIZATION: You are entitled to a paper copy of this Agreement if you choose. If you provided your consent on the Rental Contract to receive this Agreement via email, your consent applies to this Agreement and all subsequent documents and written communications related to this Agreement and your rental. By contacting Rev, you may update your email address, withdraw your consent, or obtain a paper copy of the Agreement or related documents at no charge. By providing your consent, you confirm that you have access to a computer that can receive and open emails and PDF documents.

24. YOUR REPRESENTATIONS AND WARRANTIES: You represent and warrant that: (a) you have inspected any Accessibility Device; (b) you are familiar with and have training and experience using equipment of the same type as the Accessibility Device(s); and (c) you are confident that you can operate the Accessibility Device(s) safely. You understand that you are responsible for your safety and that of all Authorized Drivers, Additional Drivers, and guests in the Vehicle. To the fullest extent permitted by law, you voluntarily assume all risk of accident or damage to persons or property that may arise out of or that is related to the use or operation of the Accessibility Device(s).

25. PERSONAL INFORMATION; INFOTAINMENT SYSTEMS: You agree that we may disclose personally identifiable information about you to law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. The Vehicle also may be equipped with devices that permit you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. You should delete all personal information from the Vehicle's systems before returning it. Questions regarding privacy should be directed to the location where you rented the Vehicle.

28. TELEMATICS NOTICE AND RELEASE: The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, an event data recorder (EDR), and/or a telematics device consisting of a transceiver box, antenna and other related equipment and hardware (collectively "Device"). You agree not to tamper with or disable the Device without the express written consent of REV. You shall be responsible for any loss of or damage to the Device up to its full replacement cost. The Device, all related software and all data collected from the Device shall at all times remain the property of REV. The Device may be removed by REV at any time or upon termination of this agreement. You acknowledge that your use of this Vehicle may be remotely monitored by us or on behalf of us through the Device and other telematics systems to the extent permitted by law. This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, vehicle speed, and other elements we may deem necessary. You should have no expectation of privacy related to your use of this Vehicle. You authorize the release of information collected by the Device or other telematics system or EDR and agree to inform all drivers and passengers of the Vehicle of the terms of this section, including your authorization to the release of information. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. To the extent permitted by law, you agree to release us and agree to indemnify, defend and hold us harmless from any damage to persons or property caused by failure of the Device or other telematics system or EDR to operate properly, or otherwise arising from the use of the Device or other telematics system or EDR.

29. MISCELLANEOUS: This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. To the extent permitted by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle; and waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. If

any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. The person executing this Agreement on behalf of Customer represents and warrants that he or she is the duly authorized representative of Customer with the requisite authority to so execute and deliver this Agreement,

REV Mobility Rental Agreement (091117)



REV Rental
245 S Executive Dr.
Brookfield, WI 53005
RENTAL CONTRACT

Customer Name Montgomery County Hospital District	Driver's License Number Company authorized employees	For Assistance Call: Tanner Jacob 979-249-7355	Issuance Location 1400 S Loop 336 W Conroe, Texas 77304
Created By: Tanner Jacob	Insurance Company VFIS	Policy Number VFIS-CM-1051153-11/000	Date and Time Out 8/15/2018
Date and Time Due In 11/15/2018	Date and Time In	Checked Out By Tanner Jacob	Checked In By
Fuel Out Full	Fuel In	Mileage Out	Mileage In

VIN Number	Vehicle Description	Rental Amount	Other Charges
1FDWE3FS6HDC34245	Frontline Ambulance Type III	\$3900 /15 th of the month	Included is 100 miles per day. Overage is at \$.45 per mile.
License Plate MIQ 15I			

Fuel Charge Rates	
Per Mile Rate	\$0.45
Per Gallon Rate	\$5.00

Subtotal	\$3900
Additional Charges	\$-0-
Tax	\$-0-
Estimated Total Charges	\$3900
DEPOSIT	\$-0-

Any daily rate is based on a 24-hour period. The time the rental begins is noted on this Agreement.

This is a non-smoking/no-pet vehicle. A cleaning fee applies if you violate this policy or return the vehicle excessively dirty or with evidence of smoke or pets.

You acknowledge that: (1) you have been offered a copy of the chassis manuals published by the chassis manufacturer(s); and (2) you have received the Vehicle referenced in this Agreement in good and operational condition aside from any condition(s) described in the check-out documentation.

If you do not return the Vehicle on the scheduled date and time due back, you agree to a daily recurring charge of \$139.29, until the Vehicle has been returned, or a maximum rental charge of \$135,000.00 has been recovered by REV.

If you do not return the Vehicle with at least as much fuel as was in it when you received it, you agree that REV will charge you a Fuel and Service Charge at the applicable per-mile or per-gallon rate provided above. (1) The "per-mile rate" is used if you do not buy fuel during the Rental Period. To calculate this amount, REV multiplies the number of miles driven, as shown on the Vehicle's odometer by the applicable per-mile rate. (2) The "per-gallon rate" is used if you buy fuel during the Rental Period but the tank is not as full when you return the Vehicle as when you received it. To calculate this amount, REV multiplies the number of gallons needed to refill the fuel tank to the same level as when you received the Vehicle by the applicable per-gallon rate. **Credit will not be issued if you purchase fuel during the Rental Period and return the Vehicle with more fuel in the tank than when rented.**

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736,

Preferred Method of Contact and Electronic Records

Providing a preferred method of contact will allow us to inform you about this rental by automated voice or email. This will not be used for marketing purposes. If you choose to receive updates about Your Agreement via Email, you may receive multiple emails via automated technology to the Email address you provided.

X Email at accountspayable@mchd-tx.org

X Call Liz Bedair 936-523-1102

_____ By initialing this paragraph, you consent to receive only electronic records related to this Agreement and rental and acknowledge that I have a computer or other device capable of receiving emails and opening PDF documents. See paragraph 23 of the General Terms and Conditions for additional information.

Tolls

You are responsible for all Tolls and Violations incurred during the Rental Period. **You may be able to program a navigational device to avoid toll roads or use cash lanes and pay in cash for tolls. However, certain toll roads do not accept cash. If you travel on such a road without using a personal transponder that is accepted on that road or arranging an alternative payment method with local authorities, you will incur fines, administrative fees, and other charges.** See paragraph 17 of the Terms & Conditions for additional information.

By signing below, you: agree to the terms and conditions of the Rental Contract, the General Terms and Conditions, any exhibits and any addenda (together the "Agreement"); acknowledge that you had an opportunity to read the Agreement before signing; accept or decline Optional Products as indicated on this Rental Contract; authorize us to process a separate payment card voucher in your name for all Charges, including for Tolls and Violations, and to release your billing and rental information to third parties for billing/processing and other legitimate purposes; permit us to reserve against your payment card the amount noted in the Charges column; represent and warrant that the insurance coverage information that you provided is accurate and will not change during the Rental Period; and authorize us to adjust your payment card account to reflect changes in amounts due or overpaid as a result of our final audit. ALL CHARGES SUBJECT TO FINAL AUDIT

Customer



General Terms and Conditions

1. DEFINITIONS. "Accessibility Device" means vehicle equipment, such as wheelchair lifts, cots and other similar mobility devices. "Agreement" means the Rental Contract, these General Terms and Conditions, and any exhibits and addenda that we provide. "Charges" means the fees and charges that are incurred under this Agreement. "Diminished Value" means the difference between the fair market value of the Vehicle before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "Including" or "Includes" means "including but not limited to" or "includes without limitation." "Loss of Use" means the loss of our ability to use a Vehicle for our purposes because of Vehicle damage or loss during a Rental Period, including use for rent, display for rent and/or sale, opportunity to upgrade or sell, or transportation of employees. "Optional Equipment" means optional accessories and equipment that we may offer for rent at an additional charge, including child safety seats, navigational systems, mobile devices, and ski racks. "Rental Period" means the period between the time you take possession of a Vehicle and the time that the Vehicle is either returned to or recovered by us and checked in by us. "Toll" means a toll charge assessed by a charging authority for use of a toll lane. "Vehicle" means the automobile identified in this Agreement and any vehicle we substitute for it, all its tires, tools, accessories, equipment, keys and Vehicle documents. "Vehicle License Fee" or "Vehicle License Cost Recovery Fee" means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law. "Violation" means a parking citation, photo enforcement fee, a fine for toll evasion, and other fines, fees, and penalties, including storage liens and charges. "You" or "your" means the person identified as the customer in this Agreement ("Customer"), each person signing this Agreement, each Authorized Driver, and every person to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means REV Group, Inc. ("REV").

2. GENERAL RESPONSIBILITIES; NATURE OF AGREEMENT. These General Terms and Conditions are applicable to and form part of the Agreement between REV and the You. REV will provide You a Vehicle "as is" and in good working condition for the time and rental rate agreed to by you and REV at the time of rental. Upon your acceptance of the Vehicle, acknowledged by either written or electronic means, the terms and conditions of the Agreement shall apply during all times you are in possession or control of the Vehicle. This Agreement is a contract for rental of the Vehicle offered to you. The rental is solely a bailment for mutual consideration. Customer must cause its drivers to check all fluid levels and tire inflation on the Vehicle on a daily basis.

3. REV'S WARRANTY DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, REV MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE VEHICLE, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. You acknowledge acceptance of the Vehicle "as is" and on a "where is" basis, with "all faults" and without any recourse whatsoever against REV.

4. VEHICLE RETURN; EXTENSIONS: You will return the Vehicle in the same condition as when received, to the REV location where rented, on the date and at the time specified on the Rental Contract, or sooner if requested by REV. To extend the Rental Period, You must obtain the written approval of REV prior to the scheduled expiration of the Rental Period. IF YOU RETURN IT EARLIER OR LATER OR TO A DIFFERENT LOCATION, A DROP CHARGE AND/OR RATE CHANGE MAY APPLY. If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of it until we inspect it on reopening for business, and all Charges may continue to accrue.

5. FAILURE TO RETURN VEHICLE: If the Vehicle is not returned when due, you will be in unlawful possession of the Vehicle, and REV may, at our discretion: (a) seek the issuance of a warrant for the arrest of anyone in possession of the Vehicle (including You) in accordance with applicable law; and/or (b) charge you an additional rental fee in the amount identified at the commencement of the Rental Period on a daily recurring basis ("Additional Rental Fees") until either (i) the Vehicle is returned, or (ii) REV has received the entire value of the Vehicle based upon its condition at the beginning of the Rental Period; (c)

take such steps as permitted by law to secure return of the Vehicle and/or the reasonable value of the Vehicle based on its condition at the beginning of the Rental Period; and/or (d) require you to reimburse us for all costs incurred including reasonable attorney fees.

6. REPOSSESSION OF VEHICLE: Notwithstanding anything to the contrary herein and to the extent permitted by law, the Vehicle may be repossessed, without notice and at Your expense, if it is not returned when due, is illegally parked, is used in violation of law or of the Agreement, or appears to have been abandoned.

7. PAYMENT; CHARGES. You agree to pay all Charges and authorizes REV to process all amounts due when invoiced, including: (a) time & mileage charge for the Rental Period, including an additional mileage fee if you exceed your daily mileage allowance; (b) a mileage charge based on our experience if the odometer is tampered with or disconnected; (c) fees for optional products, equipment, and services you purchased; (d) fuel and a refueling fee if you return the Vehicle with less fuel than when rented; (e) taxes, surcharges, and other government-imposed fees; (f) vehicle license and other recovery fees (g) expenses we incur locating and recovering the Vehicle if you fail to return it or if we repossess it under the terms of this Agreement; (h) all costs we incur enforcing or defending our rights under this Agreement; (i) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented or if the Vehicle is returned containing evidence or odors of smoking or animals; (j) a fee of up to \$500 if you lose the keys to the Vehicle; (k) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due; (l) towing, storage charges, forfeitures, court costs, penalties and all other costs we incur from your use of the Vehicle; and (m) replacement cost of lost or damaged parts and supplies used in Optional Equipment. **You are responsible for all charges, even if you indicate that someone else will pay. Payment is due upon REV's request. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the charges.**

8. NOTICES. REV may send notices to you by any means determined by REV. In particular, if you have provided REV with an email address, REV may send notices to you at that email address and such email notice shall be valid for purposes of the Agreement.

9. YOUR INDEPENDENT STATUS: Neither you, Additional Drivers, nor Authorized Drivers are the agent or authorized representative of REV for any purpose.

10. AUTHORIZED DRIVERS: ONLY AUTHORIZED DRIVER(S) ARE PERMITTED TO DRIVE THE VEHICLE. "AUTHORIZED DRIVER" MEANS, THE FOLLOWING PEOPLE TO THE EXTENT THEY ARE AT LEAST 25 YEARS OLD, HAVE A VALID DRIVER'S LICENSE FOR THE CLASS OF VEHICLE BEING RENTED, ARE EXPERIENCED AND QUALIFIED TO OPERATE THE VEHICLE, AND HAVE YOUR EXPRESS PERMISSION TO OPERATE THE VEHICLE:

- a. "EMPLOYEES OF THE CUSTOMER AUTHORIZED BY THE CUSTOMER; and
- b. ANY OTHER PERSONS DEFINED AS "AUTHORIZED DRIVERS" UNDER APPLICABLE LAW

11. PROHIBITED USES: The Vehicle will not be used or operated in any of the following "Prohibited Uses":

- a. **by anyone who is not the Customer or an Authorized Driver;**
- b. **by anyone who allows more passengers to occupy the Vehicle than there are seat belts or who does not require all occupants to ride in the passenger compartment and comply with applicable seat-belt and child-restraint laws;**
- c. **off of regularly maintained roadways;**
- d. **outside the United States and Canada;**
- e. **by anyone who leaves the Vehicle and fails to remove the keys, close and lock all doors and**

- close all windows, or otherwise aids in vandalism or theft of the Vehicle;
- f. when continued operation of the Vehicle is likely to cause damage to the Vehicle;
- g. to engage in any speed contest; to carry people or property for hire; to push anything; to tow anything; or to carry or transport hazardous or explosive substances;
- h. by anyone who improperly loads the Vehicle or transports weight exceeding the Vehicle's maximum capacity;
- i. if the Vehicle is obtained upon the basis of false or misleading information;
- j. by anyone who, as a result of reckless or intentional misconduct damages the Vehicle or causes personal injury or property damage to others;
- k. by anyone while intoxicated or under the influence of any substance that impairs driving ability;
- l. during the commission of a felony or other crime, or for the transportation of illegal drugs or contraband;
- m. to teach anyone to drive;
- n. to transport any pet or other animal (other than a service animal);
- o. to operate in any desert areas, including Death Valley, during hot periods;
- p. carrying a disabled passenger without properly securing that passenger;
- q. by anyone who is driving or operating the Vehicle while operating hand-held devices (including cell phones, mobile computers, or other devices that are capable of receiving or transmitting telephonic communications, electronic data, email or text messages) while not in a hands-free mode or otherwise in compliance with applicable laws and regulations relating to use of electronic devices while driving;
- r. under or through an overpass or other structure without sufficient clearance; or
- s. in violation of or contrary to any law, regulation or rule applicable to the Vehicle.

12. VEHICLE LOSS AND DAMAGE: You are responsible for all damage to or loss or theft of the Vehicle during the Rental Period, regardless of fault, resulting from any cause, including damage caused by collisions, weather, vandalism, road conditions and acts of nature. Your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; or (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use shall be payable regardless of fleet utilization; (c) a reasonable administrative fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement.

13. LOSS DAMAGE WAIVER: If we offer, and you purchase, loss damage waiver ("LDW"), we will waive our right to hold you financially responsible for damage to or loss of the Vehicle. LDW is not insurance, is optional, and may duplicate coverage under your own insurance policy or credit card. You may wish to check with your insurance representative or credit card company to determine whether you have coverage or protection for

damage, theft or loss of the Vehicle. LDW does not apply to keys, key fobs, transponders, or Accessibility Devices or to Optional Equipment that we rent to you for use in the Vehicle. Your LDW will be invalidated, and we will not waive our right to hold you financially responsible for loss of or damage to the Vehicle that results from a Prohibited Use described in Paragraph 7 above.

14. RESPONSIBILITY TO THIRD PARTIES; INSURANCE. You are responsible for all damage or loss you cause to yourself and others. It is your responsibility to know and understand the insurance coverage you have or elect to purchase for this rental. You agree to maintain automobile insurance during the Rental Period which provides us and you the following primary coverage: (a) Bodily injury ("BI") and property damage ("PD") liability coverage; (b) Personal injury protection ("PIP"), no-fault, or similar coverage where required; (c) Uninsured/underinsured ("UM/UIM") coverage where required, and (d) Comprehensive and collision damage coverage extending to the Vehicle. Your insurance coverage must provide at least the minimum limits of coverage required by the applicable financial responsibility laws of all jurisdictions in which the Vehicle is operated. Where permitted by law, by signing this Agreement, you and we reject UM/UIM, no-fault, and PIP coverages. If such protection is imposed by operation of law, it will be for the minimum limits required. Because you are providing auto insurance, we are not. If required by law, we will provide BI or PD liability coverage under an insurance policy ("Policy"). The Policy extends only to the minimum limits prescribed by the federal or state law applicable to the loss; is contingent to any other valid and collectible insurance whether primary, secondary, excess or contingent; contains exclusions, conditions, and limitations applicable to anyone claiming coverage; does not cover injury to you; and does not apply outside the U.S. or Canada. You must: (a) report damage to the Vehicle and accidents involving the Vehicle to us and the police upon discovery; (b) complete our incident report form; and (c) provide us with a copy of any service of process or notice of any kind related the Vehicle. Failure to complete an incident report, or to timely report accidents to us and the police, is a material breach of this Agreement. Our Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement. In all circumstances in which You provide any of the above-described insurance coverages, all BI and PD coverage must be endorsed to include REV as an additional insured and all comprehensive and collision damage coverage extending to the Vehicle must be endorsed to name REV as loss payee. In addition, in all circumstances in which You provide any of the above-described insurance coverages, Additionally, You must provide to REV written certificates obtained from Your insurance carriers certifying that all insurance coverages required above have been procured and are in effect during the applicable Rental Period. The Vehicle may not be taken to Mexico under any circumstances.

15. YOUR INDEMNIFICATION OF REV: TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS REV FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES) ARISING OUT OF YOUR USE OR OPERATION OF THE VEHICLE AND/OR YOUR FAILURE TO COMPLY WITH ALL TERMS OF THE AGREEMENT.

16. INVESTIGATIONS: You and each Authorized Driver will promptly complete incident reports, deliver to REV a copy of all related documents, and fully cooperate with REV's investigation of any vandalism, theft, accident, claim or lawsuit involving the Vehicle (this obligation to cooperate does not create a duty of defense by REV.)

17. LIABILITY FOR TOLLS, VIOLATIONS, AND OTHER CHARGES; DISCLAIMER OF LIABILITY. You are liable for all Tolls and Violations assessed against you, us, or the Vehicle during the Rental Period. (A) **Tolls.** If a Toll is incurred on the Vehicle, we will charge you for the Toll at the highest prevailing undiscounted rate (electronic, cash, single-occupancy, or other) plus all applicable fees and taxes, plus an administrative fee of up to \$10 per Toll. If we charge you for a Toll that you believe you paid, you will not be relieved of your obligation to pay us, for the Toll unless you submit proof of the payment to REV. (B) **Violations.** If we are notified by charging authorities that we may be responsible for payment of a Violation, you agree that we may, in our sole discretion, and without prior notice to you, pay the Violation plus applicable taxes, on your behalf directly to the appropriate authority. We will charge you the face value of the Violation and any taxes plus an administrative fee of up to \$50 for each Violation. If we elect to pay the Violation, you may not be able to challenge the validity of the Violation before the issuing authority. We may, in our sole discretion, elect to transfer liability for any Violation assessed against the vehicle during the rental period to you personally in jurisdictions that permit such transfers of liability. If liability is transferred to you, we will charge you an administrative fee of up to \$40 per Violation.

You authorize us to release your rental information, including personally identifiable information, to government officials and other authorities charged with enforcing Tolls and Violations. You authorize us to release your rental and payment card information. If we pay a Toll or Violation assessed on the Vehicle during the Rental Period, you authorize us, to charge all payments and administrative fees to the payment card you used to pay for this rental. You authorize us to contact you directly or to send invoices regarding any tolls, citations, fines, or penalties incurred by you or assessed against us to our vehicle while the vehicle was rented by you.

18. REPAIRS AND ALTERATIONS: If the Vehicle becomes undriveable due to a vehicle safety issue during the Rental Period, You may authorize any repair under \$100.00 to be performed by a competent and licensed repair or service facility. Otherwise, You will not repair or replace any part of the Vehicle or otherwise alter the Vehicle without the prior written consent of REV. Payment for a repair or service under \$100 is your responsibility and the cost will be reimbursed upon presentation of a receipt documenting the repair and the associated cost. You will be solely responsible for all unauthorized repairs, replacement parts, and the cost of restoring any unauthorized alterations.

19. PERSONAL PROPERTY PLACED, TRANSPORTED OR LEFT IN VEHICLE OR AT REV: You are solely responsible for all loss of and damage to any personal property placed, transported or left in the Vehicle, or at a REV facility. You will pay all costs associated with the disposal of any such property. To the extent permitted by law, You release REV our agents and employees from all claims for loss of or damage to your personal property or that of another person that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether the loss or damage was caused by our negligence.

20. DEFAULT AND REMEDIES. You agree that a service charge of 1.5% per month, or the maximum rate permitted by law, shall be assessed on all delinquent accounts, until paid in full. Deposits will be returned only after all amounts payable to REV are paid in full. If your payment towards the account is returned, denied, or otherwise unable to be processed, the balance due may be sent to a 3rd party collection agency on the 31st day after the Rental Period expires. YOU HEREBY AGREE THAT YOU ARE NOT ENTITLED TO NOTICE OF DEFAULT OR NOTICE OF ANY ACTION OF ENFORCEMENT BY REV OTHER THAN WHAT IS EXPRESSLY PROVIDED FOR UNDER THE AGREEMENT. Should REV fail to meet any of its obligations under the Agreement, your only remedy is repair or replacement of the deficient Vehicle or to receive, at REV's option, a rental charge adjustment.

21. CHOICE OF LAW: The Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

22. DISPUTE RESOLUTION:

THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIAL OR CLASS ACTIONS. This Arbitration Provision's scope is broad and includes any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATION AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND REV EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER.

All issues of arbitrability, joinder, and consolidation shall be decided by the arbitrator. The arbitration will take place in the county of your billing address unless agreed otherwise. The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at www.adr.org. If you seek \$10,000 or less through arbitration, REV will reimburse you for any AAA filing fee.

The arbitrator may award injunctive relief as well as money. Judgment on the arbitration award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

23. ELECTRONIC RECORDS AUTHORIZATION: You are entitled to a paper copy of this Agreement if you choose. If you provided your consent on the Rental Contract to receive this Agreement via email, your consent applies to this Agreement and all subsequent documents and written communications related to this Agreement and your rental. By contacting Rev, you may update your email address, withdraw your consent, or obtain a paper copy of the Agreement or related documents at no charge. By providing your consent, you confirm that you have access to a computer that can receive and open emails and PDF documents.

24. YOUR REPRESENTATIONS AND WARRANTIES: You represent and warrant that: (a) you have inspected any Accessibility Device; (b) you are familiar with and have training and experience using equipment of the same type as the Accessibility Device(s); and (c) you are confident that you can operate the Accessibility Device(s) safely. You understand that you are responsible for your safety and that of all Authorized Drivers, Additional Drivers, and guests in the Vehicle. To the fullest extent permitted by law, you voluntarily assume all risk of accident or damage to persons or property that may arise out of or that is related to the use or operation of the Accessibility Device(s).

25. PERSONAL INFORMATION; INFOTAINMENT SYSTEMS: You agree that we may disclose personally identifiable information about you to law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. The Vehicle also may be equipped with devices that permit you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. You should delete all personal information from the Vehicle's systems before returning it. Questions regarding privacy should be directed to the location where you rented the Vehicle.

28. TELEMATICS NOTICE AND RELEASE: The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, an event data recorder (EDR), and/or a telematics device consisting of a transceiver box, antenna and other related equipment and hardware (collectively "Device"). You agree not to tamper with or disable the Device without the express written consent of REV. You shall be responsible for any loss of or damage to the Device up to its full replacement cost. The Device, all related software and all data collected from the Device shall at all times remain the property of REV. The Device may be removed by REV at any time or upon termination of this agreement. You acknowledge that your use of this Vehicle may be remotely monitored by us or on behalf of us through the Device and other telematics systems to the extent permitted by law. This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, vehicle speed, and other elements we may deem necessary. You should have no expectation of privacy related to your use of this Vehicle. You authorize the release of information collected by the Device or other telematics system or EDR and agree to inform all drivers and passengers of the Vehicle of the terms of this section, including your authorization to the release of information. **We are not responsible for the operability of any telematics navigational or other system included with the Vehicle.** To the extent permitted by law, you agree to release us and agree to indemnify, defend and hold us harmless from any damage to persons or property caused by failure of the Device or other telematics system or EDR to operate properly, or otherwise arising from the use of the Device or other telematics system or EDR.

29. MISCELLANEOUS: This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. **To the extent permitted by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle; and waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.** If

any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. The person executing this Agreement on behalf of Customer represents and warrants that he or she is the duly authorized representative of Customer with the requisite authority to so execute and deliver this Agreement,

REV Mobility Rental Agreement (091117)



RENTAL CONTRACT #: _____

REV Rental
245 S Executive Dr.
Brookfield, WI 53005
RENTAL CONTRACT

Customer Name Montgomery County Hospital District	Driver's License Number Company authorized employees	For Assistance Call: Tanner Jacob 979-249-7355	Issuance Location 1400 S Loop 336 W Conroe, Texas 77304
Created By: Tanner Jacob	Insurance Company VFIS	Policy Number VFIS-CM-1051153-11/000	Date and Time Out 8/15/2018
Date and Time Due In 11/15/2018	Date and Time In	Checked Out By Tanner Jacob	Checked In By
Fuel Out Full	Fuel In	Mileage Out	Mileage In

VIN Number	Vehicle Description	Rental Amount	Other Charges
1FDWE3F50HDC34256	Frontline Ambulance Type III	\$3900 / 15 th of the month	Included is 100 miles per day. Overage is at \$.45 per mile.
License Plate MIQ 20I			

Fuel Charge Rates	
Per Mile Rate	\$0.45
Per Gallon Rate	\$5.00

Subtotal	\$3900
Additional Charges	\$-0-
Tax	\$-0-
Estimated Total Charges	\$3900
DEPOSIT	\$-0-

Any daily rate is based on a 24-hour period. The time the rental begins is noted on this Agreement.

This is a non-smoking/no-pet vehicle. A cleaning fee applies if you violate this policy or return the vehicle excessively dirty or with evidence of smoke or pets.

You acknowledge that: (1) you have been offered a copy of the chassis manuals published by the chassis manufacturer(s); and (2) you have received the Vehicle referenced in this Agreement in good and operational condition aside from any condition(s) described in the check-out documentation.

If you do not return the Vehicle on the scheduled date and time due back, you agree to a daily recurring charge of \$139.29, until the Vehicle has been returned, or a maximum rental charge of \$135,000.00 has been recovered by REV.

If you do not return the Vehicle with at least as much fuel as was in it when you received it, you agree that REV will charge you a Fuel and Service Charge at the applicable per-mile or per-gallon rate provided above. (1) The "per-mile rate" is used if you do not buy fuel during the Rental Period. To calculate this amount, REV multiplies the number of miles driven, as shown on the Vehicle's odometer by the applicable per-mile rate. (2) The "per-gallon rate" is used if you buy fuel during the Rental Period but the tank is not as full when you return the Vehicle as when you received it. To calculate this amount, REV multiplies the number of gallons needed to refill the fuel tank to the same level as when you received the Vehicle by the applicable per-gallon rate. **Credit will not be issued if you purchase fuel during the Rental Period and return the Vehicle with more fuel in the tank than when rented.**

The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by §§ 324.021(7) and 627.736,

Preferred Method of Contact and Electronic Records

Providing a preferred method of contact will allow us to inform you about this rental by automated voice or email. This will not be used for marketing purposes. If you choose to receive updates about Your Agreement via Email, you may receive multiple emails via automated technology to the Email address you provided.

X Email at accountspayable@mchd-tx.org
X Call Liz Bedair 936-523-1102

_____ By initialing this paragraph, you consent to receive only electronic records related to this Agreement and rental and acknowledge that I have a computer or other device capable of receiving emails and opening PDF documents. See paragraph 23 of the General Terms and Conditions for additional information.

Tolls

You are responsible for all Tolls and Violations incurred during the Rental Period. **You may be able to program a navigational device to avoid toll roads or use cash lanes and pay in cash for tolls. However, certain toll roads do not accept cash. If you travel on such a road without using a personal transponder that is accepted on that road or arranging an alternative payment method with local authorities, you will incur fines, administrative fees, and other charges.** See paragraph 17 of the Terms & Conditions for additional information.

By signing below, you: agree to the terms and conditions of the Rental Contract, the General Terms and Conditions, any exhibits and any addenda (together the “Agreement”); acknowledge that you had an opportunity to read the Agreement before signing; accept or decline Optional Products as indicated on this Rental Contract; authorize us to process a separate payment card voucher in your name for all Charges, including for Tolls and Violations, and to release your billing and rental information to third parties for billing/processing and other legitimate purposes; permit us to reserve against your payment card the amount noted in the Charges column; represent and warrant that the insurance coverage information that you provided is accurate and will not change during the Rental Period; and authorize us to adjust your payment card account to reflect changes in amounts due or overpaid as a result of our final audit. ALL CHARGES SUBJECT TO FINAL AUDIT

Customer



General Terms and Conditions

1. DEFINITIONS. "Accessibility Device" means vehicle equipment, such as wheelchair lifts, cots and other similar mobility devices. "Agreement" means the Rental Contract, these General Terms and Conditions, and any exhibits and addenda that we provide. "Charges" means the fees and charges that are incurred under this Agreement. "Diminished Value" means the difference between the fair market value of the Vehicle before damage or loss and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "Including" or "Includes" means "including but not limited to" or "includes without limitation." "Loss of Use" means the loss of our ability to use a Vehicle for our purposes because of Vehicle damage or loss during a Rental Period, including use for rent, display for rent and/or sale, opportunity to upgrade or sell, or transportation of employees. "Optional Equipment" means optional accessories and equipment that we may offer for rent at an additional charge, including child safety seats, navigational systems, mobile devices, and ski racks. "Rental Period" means the period between the time you take possession of a Vehicle and the time that the Vehicle is either returned to or recovered by us and checked in by us. "Toll" means a toll charge assessed by a charging authority for use of a toll lane. "Vehicle" means the automobile identified in this Agreement and any vehicle we substitute for it, all its tires, tools, accessories, equipment, keys and Vehicle documents. "Vehicle License Fee" or "Vehicle License Cost Recovery Fee" means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law. "Violation" means a parking citation, photo enforcement fee, a fine for toll evasion, and other fines, fees, and penalties, including storage liens and charges. "You" or "your" means the person identified as the customer in this Agreement ("Customer"), each person signing this Agreement, each Authorized Driver, and every person to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means REV Group, Inc. ("REV").

2. GENERAL RESPONSIBILITIES; NATURE OF AGREEMENT. These General Terms and Conditions are applicable to and form part of the Agreement between REV and the You. REV will provide You a Vehicle "as is" and in good working condition for the time and rental rate agreed to by you and REV at the time of rental. Upon your acceptance of the Vehicle, acknowledged by either written or electronic means, the terms and conditions of the Agreement shall apply during all times you are in possession or control of the Vehicle. This Agreement is a contract for rental of the Vehicle offered to you. The rental is solely a bailment for mutual consideration. Customer must cause its drivers to check all fluid levels and tire inflation on the Vehicle on a daily basis.

3. REV'S WARRANTY DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY LAW, REV MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE VEHICLE, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY OR (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. You acknowledge acceptance of the Vehicle "as is" and on a "where is" basis, with "all faults" and without any recourse whatsoever against REV.

4. VEHICLE RETURN; EXTENSIONS: You will return the Vehicle in the same condition as when received, to the REV location where rented, on the date and at the time specified on the Rental Contract, or sooner if requested by REV. To extend the Rental Period, You must obtain the written approval of REV prior to the scheduled expiration of the Rental Period. IF YOU RETURN IT EARLIER OR LATER OR TO A DIFFERENT LOCATION, A DROP CHARGE AND/OR RATE CHANGE MAY APPLY. If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of it until we inspect it on reopening for business, and all Charges may continue to accrue.

5. FAILURE TO RETURN VEHICLE: If the Vehicle is not returned when due, you will be in unlawful possession of the Vehicle, and REV may, at our discretion: (a) seek the issuance of a warrant for the arrest of anyone in possession of the Vehicle (including You) in accordance with applicable law; and/or (b) charge you an additional rental fee in the amount identified at the commencement of the Rental Period on a daily recurring basis ("Additional Rental Fees") until either (i) the Vehicle is returned, or (ii) REV has received the entire value of the Vehicle based upon its condition at the beginning of the Rental Period; (c)

take such steps as permitted by law to secure return of the Vehicle and/or the reasonable value of the Vehicle based on its condition at the beginning of the Rental Period; and/or (d) require you to reimburse us for all costs incurred including reasonable attorney fees.

6. REPOSSESSION OF VEHICLE: Notwithstanding anything to the contrary herein and to the extent permitted by law, the Vehicle may be repossessed, without notice and at Your expense, if it is not returned when due, is illegally parked, is used in violation of law or of the Agreement, or appears to have been abandoned.

7. PAYMENT; CHARGES. You agree to pay all Charges and authorizes REV to process all amounts due when invoiced, including: (a) time & mileage charge for the Rental Period, including an additional mileage fee if you exceed your daily mileage allowance; (b) a mileage charge based on our experience if the odometer is tampered with or disconnected; (c) fees for optional products, equipment, and services you purchased; (d) fuel and a refueling fee if you return the Vehicle with less fuel than when rented; (e) taxes, surcharges, and other government-imposed fees; (f) vehicle license and other recovery fees (g) expenses we incur locating and recovering the Vehicle if you fail to return it or if we repossess it under the terms of this Agreement; (h) all costs we incur enforcing or defending our rights under this Agreement; (i) a reasonable fee not to exceed \$350 to clean the Vehicle if returned substantially less clean than when rented or if the Vehicle is returned containing evidence or odors of smoking or animals; (j) a fee of up to \$500 if you lose the keys to the Vehicle; (k) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due; (l) towing, storage charges, forfeitures, court costs, penalties and all other costs we incur from your use of the Vehicle; and (m) replacement cost of lost or damaged parts and supplies used in Optional Equipment. **You are responsible for all charges, even if you indicate that someone else will pay. Payment is due upon REV's request. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the charges.**

8. NOTICES. REV may send notices to you by any means determined by REV. In particular, if you have provided REV with an email address, REV may send notices to you at that email address and such email notice shall be valid for purposes of the Agreement.

9. YOUR INDEPENDENT STATUS: Neither you, Additional Drivers, nor Authorized Drivers are the agent or authorized representative of REV for any purpose.

10. AUTHORIZED DRIVERS: ONLY AUTHORIZED DRIVER(S) ARE PERMITTED TO DRIVE THE VEHICLE. "AUTHORIZED DRIVER" MEANS, THE FOLLOWING PEOPLE TO THE EXTENT THEY ARE AT LEAST 25 YEARS OLD, HAVE A VALID DRIVER'S LICENSE FOR THE CLASS OF VEHICLE BEING RENTED, ARE EXPERIENCED AND QUALIFIED TO OPERATE THE VEHICLE, AND HAVE YOUR EXPRESS PERMISSION TO OPERATE THE VEHICLE:

- a. "EMPLOYEES OF THE CUSTOMER AUTHORIZED BY THE CUSTOMER; and
- b. ANY OTHER PERSONS DEFINED AS "AUTHORIZED DRIVERS" UNDER APPLICABLE LAW

11. PROHIBITED USES: The Vehicle will not be used or operated in any of the following "Prohibited Uses":

- a. by anyone who is not the Customer or an Authorized Driver;
- b. by anyone who allows more passengers to occupy the Vehicle than there are seat belts or who does not require all occupants to ride in the passenger compartment and comply with applicable seat-belt and child-restraint laws;
- c. off of regularly maintained roadways;
- d. outside the United States and Canada;
- e. by anyone who leaves the Vehicle and fails to remove the keys, close and lock all doors and

close all windows, or otherwise aids in vandalism or theft of the Vehicle;

- f. when continued operation of the Vehicle is likely to cause damage to the Vehicle;
- g. to engage in any speed contest; to carry people or property for hire; to push anything; to tow anything; or to carry or transport hazardous or explosive substances;
- h. by anyone who improperly loads the Vehicle or transports weight exceeding the Vehicle's maximum capacity;
- i. if the Vehicle is obtained upon the basis of false or misleading information;
- j. by anyone who, as a result of reckless or intentional misconduct damages the Vehicle or causes personal injury or property damage to others;
- k. by anyone while intoxicated or under the influence of any substance that impairs driving ability;
- l. during the commission of a felony or other crime, or for the transportation of illegal drugs or contraband;
- m. to teach anyone to drive;
- n. to transport any pet or other animal (other than a service animal);
- o. to operate in any desert areas, including Death Valley, during hot periods;
- p. carrying a disabled passenger without properly securing that passenger;
- q. by anyone who is driving or operating the Vehicle while operating hand-held devices (including cell phones, mobile computers, or other devices that are capable of receiving or transmitting telephonic communications, electronic data, email or text messages) while not in a hands-free mode or otherwise in compliance with applicable laws and regulations relating to use of electronic devices while driving;
- r. under or through an overpass or other structure without sufficient clearance; or
- s. in violation of or contrary to any law, regulation or rule applicable to the Vehicle.

12. VEHICLE LOSS AND DAMAGE: You are responsible for all damage to or loss or theft of the Vehicle during the Rental Period, regardless of fault, resulting from any cause, including damage caused by collisions, weather, vandalism, road conditions and acts of nature. Your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; or (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use shall be payable regardless of fleet utilization; (c) a reasonable administrative fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement.

13. LOSS DAMAGE WAIVER: If we offer, and you purchase, loss damage waiver ("LDW"), we will waive our right to hold you financially responsible for damage to or loss of the Vehicle. LDW is not insurance, is optional, and may duplicate coverage under your own insurance policy or credit card. You may wish to check with your insurance representative or credit card company to determine whether you have coverage or protection for

damage, theft or loss of the Vehicle. LDW does not apply to keys, key fobs, transponders, or Accessibility Devices or to Optional Equipment that we rent to you for use in the Vehicle. **Your LDW will be invalidated, and we will not waive our right to hold you financially responsible for loss of or damage to the Vehicle that results from a Prohibited Use described in Paragraph 7 above.**

14. RESPONSIBILITY TO THIRD PARTIES; INSURANCE. You are responsible for all damage or loss you cause to yourself and others. It is your responsibility to know and understand the insurance coverage you have or elect to purchase for this rental. You agree to maintain automobile insurance during the Rental Period which provides us and you the following primary coverage: (a) Bodily injury ("BI") and property damage ("PD") liability coverage; (b) Personal injury protection ("PIP"), no-fault, or similar coverage where required; (c) Uninsured/underinsured ("UM/UIM") coverage where required, and (d) Comprehensive and collision damage coverage extending to the Vehicle. Your insurance coverage must provide at least the minimum limits of coverage required by the applicable financial responsibility laws of all jurisdictions in which the Vehicle is operated. **Where permitted by law, by signing this Agreement, you and we reject UM/UIM, no-fault, and PIP coverages.** If such protection is imposed by operation of law, it will be for the minimum limits required. Because you are providing auto insurance, we are not. If required by law, we will provide BI or PD liability coverage under an insurance policy ("Policy"). The Policy extends only to the minimum limits prescribed by the federal or state law applicable to the loss; is contingent to any other valid and collectible insurance whether primary, secondary, excess or contingent; contains exclusions, conditions, and limitations applicable to anyone claiming coverage; does not cover injury to you; and does not apply outside the U.S. or Canada. You must: (a) report damage to the Vehicle and accidents involving the Vehicle to us and the police upon discovery; (b) complete our incident report form; and (c) provide us with a copy of any service of process or notice of any kind related the Vehicle. Failure to complete an incident report, or to timely report accidents to us and the police, is a material breach of this Agreement. Our Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement. In all circumstances in which You provide any of the above-described insurance coverages, all BI and PD coverage must be endorsed to include REV as an additional insured and all comprehensive and collision damage coverage extending to the Vehicle must be endorsed to name REV as loss payee. In addition, in all circumstances in which You provide any of the above-described insurance coverages, Additionally, You must provide to REV written certificates obtained from Your insurance carriers certifying that all insurance coverages required above have been procured and are in effect during the applicable Rental Period. **The Vehicle may not be taken to Mexico under any circumstances.**

15. YOUR INDEMNIFICATION OF REV: TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS REV FROM AND AGAINST ALL LIABILITIES, CLAIMS, DEMANDS, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES) ARISING OUT OF YOUR USE OR OPERATION OF THE VEHICLE AND/OR YOUR FAILURE TO COMPLY WITH ALL TERMS OF THE AGREEMENT.

16. INVESTIGATIONS: You and each Authorized Driver will promptly complete incident reports, deliver to REV a copy of all related documents, and fully cooperate with REV's investigation of any vandalism, theft, accident, claim or lawsuit involving the Vehicle (this obligation to cooperate does not create a duty of defense by REV.)

17. LIABILITY FOR TOLLS, VIOLATIONS, AND OTHER CHARGES; DISCLAIMER OF LIABILITY. You are liable for all Tolls and Violations assessed against you, us, or the Vehicle during the Rental Period. (A) **Tolls.** If a Toll is incurred on the Vehicle, we will charge you for the Toll at the highest prevailing undiscounted rate (electronic, cash, single-occupancy, or other) plus all applicable fees and taxes, plus an administrative fee of up to \$10 per Toll. If we charge you for a Toll that you believe you paid, you will not be relieved of your obligation to pay us, for the Toll unless you submit proof of the payment to REV. (B) **Violations.** If we are notified by charging authorities that we may be responsible for payment of a Violation, you agree that we may, in our sole discretion, and without prior notice to you, pay the Violation plus applicable taxes, on your behalf directly to the appropriate authority. We will charge you the face value of the Violation and any taxes plus an administrative fee of up to \$50 for each Violation. If we elect to pay the Violation, you may not be able to challenge the validity of the Violation before the issuing authority. We may, in our sole discretion, elect to transfer liability for any Violation assessed against the vehicle during the rental period to you personally in jurisdictions that permit such transfers of liability. If liability is transferred to you, we will charge you an administrative fee of up to \$40 per Violation.

You authorize us to release your rental information, including personally identifiable information, to government officials and other authorities charged with enforcing Tolls and Violations. You authorize us to release your rental and payment card information. If we pay a Toll or Violation assessed on the Vehicle during the Rental Period, you authorize us, to charge all payments and administrative fees to the payment card you used to pay for this rental. You authorize us to contact you directly or to send invoices regarding any tolls, citations, fines, or penalties incurred by you or assessed against us to our vehicle while the vehicle was rented by you.

18. REPAIRS AND ALTERATIONS: If the Vehicle becomes undriveable due to a vehicle safety issue during the Rental Period, You may authorize any repair under \$100.00 to be performed by a competent and licensed repair or service facility. Otherwise, You will not repair or replace any part of the Vehicle or otherwise alter the Vehicle without the prior written consent of REV. Payment for a repair or service under \$100 is your responsibility and the cost will be reimbursed upon presentation of a receipt documenting the repair and the associated cost. You will be solely responsible for all unauthorized repairs, replacement parts, and the cost of restoring any unauthorized alterations.

19. PERSONAL PROPERTY PLACED, TRANSPORTED OR LEFT IN VEHICLE OR AT REV: You are solely responsible for all loss of and damage to any personal property placed, transported or left in the Vehicle, or at a REV facility. You will pay all costs associated with the disposal of any such property. To the extent permitted by law, You release REV our agents and employees from all claims for loss of or damage to your personal property or that of another person that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether the loss or damage was caused by our negligence.

20. DEFAULT AND REMEDIES. Your agree that a service charge of 1.5% per month, or the maximum rate permitted by law, shall be assessed on all delinquent accounts, until paid in full. Deposits will be returned only after all amounts payable to REV are paid in full. If your payment towards the account is returned, denied, or otherwise unable to be processed, the balance due may be sent to a 3rd party collection agency on the 31st day after the Rental Period expires. YOU HEREBY AGREE THAT YOU ARE NOT ENTITLED TO NOTICE OF DEFAULT OR NOTICE OF ANY ACTION OF ENFORCEMENT BY REV OTHER THAN WHAT IS EXPRESSLY PROVIDED FOR UNDER THE AGREEMENT. Should REV fail to meet any of its obligations under the Agreement, your only remedy is repair or replacement of the deficient Vehicle or to receive, at REV's option, a rental charge adjustment.

21. CHOICE OF LAW: The Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

22. DISPUTE RESOLUTION:

THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIAL OR CLASS ACTIONS. This Arbitration Provision's scope is broad and includes any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq. There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATION AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND REV EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER.

All issues of arbitrability, joinder, and consolidation shall be decided by the arbitrator. The arbitration will take place in the county of your billing address unless agreed otherwise. The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at www.adr.org. If you seek \$10,000 or less through arbitration, REV will reimburse you for any AAA filing fee.

The arbitrator may award injunctive relief as well as money. Judgment on the arbitration award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

23. ELECTRONIC RECORDS AUTHORIZATION: You are entitled to a paper copy of this Agreement if you choose. If you provided your consent on the Rental Contract to receive this Agreement via email, your consent applies to this Agreement and all subsequent documents and written communications related to this Agreement and your rental. By contacting Rev, you may update your email address, withdraw your consent, or obtain a paper copy of the Agreement or related documents at no charge. By providing your consent, you confirm that you have access to a computer that can receive and open emails and PDF documents.

24. YOUR REPRESENTATIONS AND WARRANTIES: You represent and warrant that: (a) you have inspected any Accessibility Device; (b) you are familiar with and have training and experience using equipment of the same type as the Accessibility Device(s); and (c) you are confident that you can operate the Accessibility Device(s) safely. You understand that you are responsible for your safety and that of all Authorized Drivers, Additional Drivers, and guests in the Vehicle. To the fullest extent permitted by law, you voluntarily assume all risk of accident or damage to persons or property that may arise out of or that is related to the use or operation of the Accessibility Device(s).

25. PERSONAL INFORMATION; INFOTAINMENT SYSTEMS: You agree that we may disclose personally identifiable information about you to law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. The Vehicle also may be equipped with devices that permit you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. You should delete all personal information from the Vehicle's systems before returning it. Questions regarding privacy should be directed to the location where you rented the Vehicle.

28. TELEMATICS NOTICE AND RELEASE: The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, an event data recorder (EDR), and/or a telematics device consisting of a transceiver box, antenna and other related equipment and hardware (collectively "Device"). You agree not to tamper with or disable the Device without the express written consent of REV. You shall be responsible for any loss of or damage to the Device up to its full replacement cost. The Device, all related software and all data collected from the Device shall at all times remain the property of REV. The Device may be removed by REV at any time or upon termination of this agreement. You acknowledge that your use of this Vehicle may be remotely monitored by us or on behalf of us through the Device and other telematics systems to the extent permitted by law. This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, vehicle speed, and other elements we may deem necessary. You should have no expectation of privacy related to your use of this Vehicle. You authorize the release of information collected by the Device or other telematics system or EDR and agree to inform all drivers and passengers of the Vehicle of the terms of this section, including your authorization to the release of information. **We are not responsible for the operability of any telematics navigational or other system included with the Vehicle.** To the extent permitted by law, you agree to release us and agree to indemnify, defend and hold us harmless from any damage to persons or property caused by failure of the Device or other telematics system or EDR to operate properly, or otherwise arising from the use of the Device or other telematics system or EDR.

29. MISCELLANEOUS: This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. **To the extent permitted by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle; and waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.** If

any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. The person executing this Agreement on behalf of Customer represents and warrants that he or she is the duly authorized representative of Customer with the requisite authority to so execute and deliver this Agreement,

REV Mobility Rental Agreement (091117)

US DIGITAL DESIGNS

US Digital Designs, Inc.
1835 E. Sixth St. Suite #27
Tempe, AZ 85281
602.828-6965
602.296-0424 fax

July 18, 2018

Montgomery County Hospital District
1400 South Loop 336 West
Conroe, Texas 773

RE: Phoenix G2 - Station Alerting System – Sole Source Manufacturer Statement

To Whom it May Concern:

US Digital Designs, Inc. is the sole manufacturer of the Phoenix G2 Fire Station Alerting system. All design, manufacturing, service and support originates from our Tempe, Arizona location. Moreover, as the manufacturer, US Digital Designs is able to offer the lowest factory-direct pricing to MCHD. No distributor of the Phoenix G2 System is able to provide pricing at a lower price. With the exception of certified installation companies authorized to perform "installation only" services, no other organization or entity is able or authorized to service and/or support our station alerting systems.

Please let me know if I may answer any additional questions. Thank you for the opportunity to support your community.

Best Regards,

Dominic Magnoni

DOMINIC MAGNONI
US Digital Designs, Inc.
Tempe, Arizona
602.684-5131 direct

cc. Erik Hanson – USDD

US DIGITAL DESIGNS

Quote

1835 E Sixth Street, Suite 27
Tempe, Arizona 85281
Fax # 480-290-7896 Phone # 877-551-USDD
E-mail: sales@usdd.com

Date	Quote #
22-Jun-18	18-MCHTX-005

This quote is effective until 31 August 2018

Name / Address
Montgomery County Hospital District 1400 S. Loope 336 W Conroe, TX 77304 Attn: Matt Walkup Attn: Justin Evans mwalkup@mchd-tx.org jevans@mchd-tx.org

ALL AMOUNTS QUOTED ARE IN US DOLLARS		Terms	Rep	Project
		Net 30		
Item	Description	Qty	Cost	Total
SrvcAgrmt_Annl	Annual Service Fee - (01 August 2018 to 31 July 2019 Base Amount: \$708,685.50	1	\$ 63,781.70	\$ 63,781.70
SrvcAgrmt_Annl	Annual Service Fee (2017 Purchases) Base Amount: \$34,281.00 Note - October 2017 purchases pro-rated from October 23, 2018 to July 31, 2019)	1	\$ 2,659.19	\$ 2,659.19
Thank you for your business			Total	\$ 66,440.89

QUOTE CONFIRMATION



DEAR MATTHEW WALKUP,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JWPM715	6/26/2018	CF20	6410532	\$60,288.00

IMPORTANT - PLEASE READ

Special Instructions: Texas DIR Contract DIR-TSO-4025

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Protection Plus - accidental damage coverage - 3 years - 1st, 2nd Mfg. Part#: CF-SVCLTNF3YR UNSPSC: 84131512 Electronic distribution - NO MEDIA Contract: MARKET	16	4681140	\$215.00	\$3,440.00
Panasonic Toughbook 20 - 10.1" - Core m5 6Y57 - 8 GB RAM - 256 GB SSD Mfg. Part#: CF-20A0193KM UNSPSC: 43211509 Contract: MARKET	16	4014567	\$3,138.00	\$50,208.00
Panasonic Toughbook 4 Year Protection Plus Mfg. Part#: CF-SVCLTNF4Y UNSPSC: 84131512 Electronic distribution - NO MEDIA Contract: MARKET	16	488798	\$415.00	\$6,640.00

PURCHASER BILLING INFO		SUBTOTAL	\$60,288.00
Billing Address: MONTGOMERY COUNTY HOSPITAL DIST ACCOUNTS PAYABL PO BOX 478 CONROE, TX 77305-0478 Phone: (936) 523-1114 Payment Terms: Net 30 Days-Healthcare		SHIPPING	\$0.00
		GRAND TOTAL	\$60,288.00
DELIVER TO Shipping Address: MONTGOMERY COUNTY HOSPITAL DISTRICT PO 46703 1300 S LOOP 336 W CONROE, TX 77304-3316 Phone: (936) 523-1120 Shipping Method:		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Kevin Nissen

(877) 325-2419

kevinis@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



July 3, 2018

To the Board of Directors
Montgomery County Hospital District
1400 S. Loop 336 West
Conroe, Texas 77304

Dear Board of Directors:

You have requested that we audit the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Montgomery County Hospital District (District), as of September 30, 2018, and for the year then ended, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents. In addition, we will audit the District's compliance over major federal award programs, if applicable, for the period ended September 30, 2018. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund
3. Schedule of Changes in Net Pension Liability (Asset) and Related Ratios
4. Schedule of District's Contributions to Texas County and District Retirement System (TCDRS)

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Schedule of Expenditures of Federal Awards, as applicable

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with U.S. GAAP and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. The objective also includes reporting on internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America (GAGAS); and internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), as applicable. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add emphasis-of-matter, or other-matter paragraphs. If our opinions on the basic financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in GAGAS; and the provisions of the Uniform Guidance, as applicable. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and GAGAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the District's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the District's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

As applicable, our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the District has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the District's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service provider.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. For safeguarding assets;
- d. For identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- e. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- f. For the design, implementation, and maintenance of internal control over compliance;

- g. For identifying and ensuring that the District complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- h. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- i. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- j. For submitting the reporting package and data collection form to the appropriate parties;
- k. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
- l. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.
- m. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the District's auditor;
- n. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- o. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter;
- p. With respect to any nonaudit/nonattest services we perform, including preparation of basic financial statements and related notes, and preparation of schedule of expenditures of federal awards (as applicable), for (a) making all management decisions and performing all management functions; (b) assigning an individual with suitable skills, knowledge, and experience preferably within senior management, to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. These nonaudit/nonattest services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.
- q. With regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

GAGAS requires that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonaudit/nonattest service.

During the course of our engagement, we will request information and explanations from management regarding the District's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The District agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

Reporting

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

As applicable, we will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Engagement Fees

We estimate that the fee for our audit will be \$43,700. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our engagement fees do not include any time for post-engagement consultation with your personnel or third parties, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our engagement fees do not include consulting on the adoption of new accounting standards and any increased duties because of any future regulatory body, auditing standard or an unknown or unplanned significant transaction. We will consult with you in the event any of these take place that may affect our fees.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our fee is based upon the complexity of the work to be performed and the tasks required. Payments are due in compliance with the Texas Local Government Code.

Other

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

Both of us agree that any dispute between you and Weaver and Tidwell, L.L.P., arising from the engagement, this agreement, or the breach of it, may, if negotiations and other discussion fail be first submitted to mediation in accordance with the provisions of the Commercial Mediation Rules of the American Arbitration Association (AAA) then in effect. Both of us agree to conduct any mediation in good faith and make reasonable efforts to resolve any dispute by mediation. We agree to conduct the mediation in Houston, Texas or another mutually agreed upon location. The prevailing party in any litigation shall be entitled to recover from the other party court costs and reasonable attorneys' and expert witness fees incurred in the litigation in addition to any other relief that may be awarded.

If any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed and the remaining terms of the engagement letter shall remain in force. Both of us agree that the Court should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible. If a dispute arising from the engagement or from this agreement or any term of it or any alleged breach of it is submitted to a Court for interpretation or adjudication, both of us irrevocably waive right to trial by jury and agree that the provisions of this engagement letter regarding damages, attorneys' fees, and expenses shall be applied and enforced by the Court.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Laura Lambert is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit procedures in July 2018, and issue our report in February 2019.

The audit documentation for this engagement is the property of Weaver and Tidwell, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Weaver and Tidwell, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including basic financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period. During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

In accordance with the requirements of GAGAS, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements and compliance over major federal award programs, as applicable, including our respective responsibilities.

The Board of Directors
Montgomery County Hospital District

Page 9

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Yours truly,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Conroe, Texas

RESPONSE:

This letter correctly sets forth the understanding.

Acknowledged and agreed on behalf of Montgomery County Hospital District by*:

Management:

Signature:  _____

Title: CHIEF FINANCIAL OFFICER

Date: 07/25/2018

Governance, (if not required, leave blank):

Signature: _____

Title: _____

Date: _____

*Management is required to sign the engagement letter. Governance is only required to sign the engagement letter if required by District policy.

AGENDA ITEM: 27**CONSIDER AND ACT UPON RECOMMENDATIONS FOR AMENDMENTS TO
BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018****BUDGET AMENDMENT – SEPTEMBER 30, 2018**

THAT WHEREAS, therefore on September 12, 2017 the Board heard and approved the budget for the year 2017/2018 for the benefit of Montgomery County Hospital District; and

WHEREAS, to meet unusual and unforeseen conditions, which could not by reasonable and diligent thought and attention, have been included in the budget for 2017/18 adopted on September 12, 2017, or a line item transfer has been requested with no impact on the original budget, or a line item transfer has been requested with a positive impact on the original budget; and

WHEREAS, the Board by and through this budget amendment intends to reflect the funding provided and expenses incurred as a result of its operation and management of the Montgomery County Hospital District for the year 2017/2018 pursuant to its contractual responsibilities therefore.

NOW, THEREFORE, BE IT RESOLVED that upon motion of MR. GRICE, seconded by Ms. Whitley and duly carried by the following vote: AYES: 6 NAYS: 0, the following amendment(s) to said budget is/are hereby authorized:

Budget Amendment 5 - September 30, 2018					
Line	Account Number	Account Description	FY 2018 Annual Budget	FY 2018 Amended Budget	Increase / (Decrease) Net Revenue Over Expenses
1	10-004-57750	Small Equipment & Furniture-Radio	106,179.31	98,044.31	(8,135.00)
2	10-005-51100	Regular Pay-Accounting	322,814.00	361,361.00	38,547.00
3	10-005-51200	Overtime Pay-Accounting	8,660.00	10,230.00	1,570.00
4	10-005-51300	Paid Time Off-Accounting	26,463.00	29,815.00	3,352.00
5	10-005-51500	Payroll Taxes-Accounting	27,464.00	30,788.00	3,324.00
6	10-005-51650	TCDRS Plan-Accounting	24,398.00	27,353.00	2,955.00
7	10-005-51700	Health & Dental-Accounting	12,960.00	15,978.00	3,018.00
8	10-005-57100	Professional Fees-Accounting	0.00	8,135.00	8,135.00
9	10-008-53900	Disposable Medical Supplies-Materials Management	1,159,087.28	1,111,312.28	(47,775.00)
10	10-016-52754	Capital Purchases-Equipment-Facilities	353,225.00	401,000.00	47,775.00
11	10-025-51100	Regular Pay-Human Resources	231,921.00	193,374.00	(38,547.00)
12	10-025-51200	Overtime Pay-Human Resources	2,910.00	1,340.00	(1,570.00)
13	10-025-51300	Paid Time Off-Human Resources	10,626.00	7,274.00	(3,352.00)
14	10-025-51500	Payroll Taxes-Human Resources	18,779.00	15,455.00	(3,324.00)
15	10-025-51650	TCDRS Plan-Human Resources	16,690.00	13,735.00	(2,955.00)
16	10-025-51700	Health & Dental-Human Resources	11,688.00	8,670.00	(3,018.00)
		Subtotal - Expenses	2,333,864.59	2,333,864.59	0.00
		Increase / (Decrease) Net Revenue over Expenses			0.00
		FY 2018 Annual Budget Change in Fund Balance			(3,562,680.00)
		FY 2018 Amended Budget Change in Fund Balance			(3,562,680.00)

AGENDA ITEM: 27

**CONSIDER AND ACT UPON RECOMMENDATIONS FOR AMENDMENTS TO
BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2018**


BUDGET AMENDMENT – SEPTEMBER 30, 2018

BOARD MEETING DATE: July 24, 2018


APPROVED BY:



Kenn Fawn, Chairman

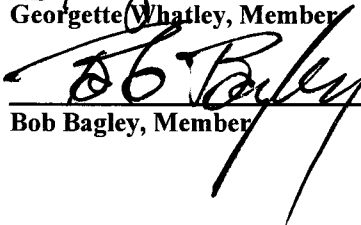
NOT IN ATTENDANCE
Mark Cole, Vice-Chairman


Chris Grice, Treasurer


Sandy Wagner, Secretary


Brad Spratt, Member


Georgette Whatley, Member


Bob Bagley, Member