

CONTRACT**DINWIDDIE COUNTY**
TEMPORARY LIGHTS AND GENERATORS
FOR COUNTY FAIR AND SPECIAL EVENTS

The Agreement is made this 26th day of April 2023, by and between **Sunbelt Rentals, Inc.**, of 1799 Innovation Point, Fort Mill, South Carolina 29715 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie, Virginia** (party of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act and the Dinwiddie County Small Purchasing Policies and Procedures, the County secured quotes to furnish and setup temporary lights and generators for the Dinwiddie County Fair and other special events throughout the year; and

WHEREAS, Contractor submitted a quote for same, consistent with the County’s needs; and

WHEREAS, Contractor was selected as having the best overall value; and

WHEREAS, County has selected Contractor to provide good/services;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Contractor’s Addendum A – Equipment Rentals attached, (3) applicable Special Terms and Conditions for Federally Funded Contract, (4) Request for Quotations # 23-011923 including any addenda, (5) Contractor’s revised quote dated February 3, 2023, (6) Sunbelt’s Fees and Optional Charges, and (7) Sunbelt’s Transportation Surcharges. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to deliver and pickup all rentals per the schedule listed in the Request for Quotations and any subsequent contract renewals. **TIME IS OF THE ESSENCE.**

If a scheduled event is cancelled due to weather or reasons not controlled by the County, the County shall notify the vendor no less than 24 hours prior to equipment delivery. The County shall not be penalized for cancellation and have no obligation to the vendor for payment provided no equipment or work has been performed by Contractor.

The County may request rentals for special events through the year on an as-needed basis based on the unit prices listed in this contract and subject to Section 3, Term of the Contract.

3. **Term of Contract.** The term of this contract shall be for one (1) year with the option for renewals under the terms, conditions of the original contract for up to four (4) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration

of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall not exceed 5% per term for Renewal Years 1 and 2. Price increases for Renewal Years 3 and 4 shall be negotiated at the time of renewal.

4. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for the following unit prices (the “Contract Price”):

Item No.	Description	Unit Price Per Day	Fair Rental Per Unit*
1.	Towable Light Towers	\$95.00	\$265.00
2.	55 kw Generator	\$385.00	\$1,040.00
3.	20 kw Generator	\$165.00	\$275.00
4.	Power Box	\$68.00	\$150.00
5.	Power Cords	\$28.00	\$71.00
6.	Fuel (Unit = per gallon)	\$6.50	
7.	Delivery/Pick Up Fee, if applicable (Unit = each event)	May vary for other events	\$1,000.00
8.	Spider Box Feeder Panel	\$175.00	\$435.00
9.	Environmental/Hazmat Fee, per event	See Sunbelt’s Fees and Optional Charges Document	
10.	Transportation Surcharge	See Sunbelt’s Transportation Surcharge Document	

**Fair Rental Period is based on a 6-day rental (Wednesday setup – Monday AM pickup)*

Unless otherwise stated herein, no other fees will be allowed. Payment shall be made to Contractor within thirty (30) days after event and receipt of invoice.

5. **Emergency Use.** This contract may be used in cases of emergency. During a declared state of emergency and/or a pending or existing natural disaster, all generator rentals will be billed at a one-week minimum rental period for 24-hours of usage per day.
- | | | |
|--------------|----------------|----------------------|
| 8 Hrs/Day | 40 Hrs/Week | = 1.0x Contract Rate |
| 9-16 Hrs/Day | 41-80 Hrs/Week | = 1.5x Contract Rate |
| 17+ Hrs/Day | 81+ Hrs/Week | = 2.0x Contract Rate |
6. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:
Procurement
Dinwiddie County
P.O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
Accounting@dinwiddieva.us

Notice to Contractor shall be made to:
Brett Delk
cc: Contract Team
Sunbelt Rentals, Inc.
1799 Innovation Point
Fort Mill, SC 29715
(804) 275-8858
Brett.delk@sunbeltrentals.com
contractteam@sunbeltrentals.com

7. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Quotations.
8. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
9. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
10. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.
11. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Sunbelt Rentals, Inc.

W. Kevin Massengill
W. Kevin Massengill
County Administrator

Kimberly Quirk
Kimberly Quirk
CN = Kimberly Quirk, email =
contractteam@sunbeltrental
s.com, C = US, O = Sunbelt
Rentals, Inc., OU = Contract
Manager
2023.04.26 16:29:31 -0400
Print Name/Title: Kimberly Quirk, Contract Manager

Approved as to form:

Department Approval:

W. K. Petty
Legal Counsel

Tammie J. Collins
Tammie Collins, Deputy County Administrator
for Planning and Community Development

Sunbelt's Addendum A – Equipment Rentals

This addendum modifies the terms of the Agreement to which it is attached and is incorporated into such Agreement. If there is a conflict between language in the Agreement and this Addendum, this more specific terms will control.

Notwithstanding anything to the contrary, the definition in the Agreement of the term “Work” is defined in the Contractor’s Quote as Equipment Rental and Labor (Services) and therefore Contractor agrees to indemnify, defend, and hold County harmless from and against any third party claims including any and all liabilities, losses, damages, claims, penalties, fines and expenses, including attorneys’ fees for any damages to property and/or persons including death (“Claims”) to the proportionate extent arising from Contractor or any of its contractors, suppliers, officers, agents, or employees negligent acts or omissions in the performance of this Agreement. County will (i) give Contractor prompt notice of any such Claim, and (ii) at Contractor’s reasonable request, cooperate with Contractor in the defense and settlement of the Claim. The County shall indemnify Contractor but only to the extent caused by the negligent or wrongful act or omission of any employee while acting within the scope of his employment. Neither party shall have any liability in regard to consequential, exemplary, special, liquidated, incidental or punitive damages, even if it has been advised of the possibility of such damages. In consideration of the rental of the equipment, County agrees that Contractor’s liability to the County under this contract, including any liability arising from Contractor’s or any third party’s comparative, concurrent, contributory, passive or active negligence or that arises as a result of any strict or absolute liability, shall not exceed one million dollars (\$1,000,000.) per Event.

PERMITTED & PROHIBITED USE: Contractor will provide equipment that is well maintained and in good working condition. New equipment will not be guaranteed as this is a true rental contract and title will remain with Contractor. The County agrees that Contractor has no control over the means or manner in which the Equipment is operated during the Rental Period. County has care, custody, and control of the Equipment at all time Contractor does not. County warrants that: (a) prior to each use, County has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for County’s intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if County requests the applicable waiver, County authorizes Contractor to leave the Equipment at the Site Address without requirement of written receipt); (c) County shall immediately notify Contractor if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any Incident occurs; (d) County has received from Contractor all information needed or requested regarding the operation of the Equipment; (e) Contractor is not responsible for providing operator or other training unless County specifically requests in writing and Contractor agrees to provide such training which may be at an additional fee (County being responsible to obtain all training that County desires prior to the Equipment’s use); (f) only authorized individuals shall use and operate the Equipment (“authorized individuals” being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment’s use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State and local laws, permits and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

County shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Agreement; (c) move the Equipment from the Site Address without Contractor’s written consent; or (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner, or in any publication (print, audiovisual or electronic) nor allow the use

of the Equipment by any unauthorized individual (County acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

MAINTENANCE: County shall perform routine maintenance on the Equipment, including maintenance of fuel and oil levels, and routine visual inspections of grease, filters, cooling system, water, batteries, cutting edges, and cleaning in accordance with the manufacturer's specifications. County shall submit a request for a service call a) if upon visual inspection a need for service is required, or b) any other maintenance or repairs are required. Such service may only be performed by Contractor. Contractor has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless County requests a service call. If Contractor determines that repairs to the Equipment are required, other than resulting from Ordinary Wear and Tear, County shall pay the full cost of repairs and rental of the Equipment until the repairs are completed.

FEES: See Fees & Optional Charges and Transpiration Surcharges attached hereto and incorporated herein. The rental rates for the Equipment's are for "one shift," being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Shift Rates apply to all generators and certain other equipment with hour meters. During a Declared State of Emergency, or a pending or existing disaster or catastrophe, natural (i.e. hurricane, tornado, flood, etc.) all diesel generators and pumps rented will be billed based on a one week minimum Rental Period at triple shift rates. This one week minimum rental at triple shift rates will not affect Equipment then on rent to County. To promote a clean and sustainable environment, Contractor takes various measures to comply with federal and state environmental regulations, as well as with Contractor's own policies. Contractor also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include waste disposal, construction maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, labor costs, administration costs, etc. To help defray these and other costs, Contractor charges an environmental fee in connection with certain rentals. The fee is not a tax or governmentally mandated charge. It is not designated for any particular use or placed in an escrow account. Rather, it is a fee that Contractor collects as revenue and uses at its discretion.

WAIVER OF FEES: Sunbelt agrees to waive the RPP and late invoice fees.

FORCE MAJEURE: Notwithstanding the foregoing, Contractor will be compensated for a) any and all rental fees incurred and/or b) any damage to or loss of the rental equipment during any such Force Majeure event in which the equipment is in Company's care, custody or control.

RETURN OF EQUIPMENT: County must contact Contractor to request pickup of Equipment, retain the Pick Up Number given by Contractor and will be responsible for Equipment until actually retrieved by Contractor.

WARRANTY: Notwithstanding anything contained in the Agreement to the contrary, Contractor does not design or manufacture the Equipment and is not the agent of the party(ies) that do and therefore, except to the extent caused by Contractor, Contractor disclaims all representations and warranties, express or implied, with respect to the Equipment, its manufacture, durability, condition, merchantability, or fitness for any particular purpose, other than warranting that Contractor will deliver the Equipment to County in good working condition. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that County is not responsible for liability related to the malfunction of the Equipment, whether by defect or a failure to provide Equipment in good working order.

DINWIDDIE COUNTY
SPECIAL TERMS AND CONDITIONS
FOR FEDERALLY FUNDED CONTRACTS

1. **Compliance with FEMA Policy.** FEMA financial assistance may be used to fund services of this contract. In addition to complying with Section 1 of the General Terms and Conditions, the contractor must also comply with all FEMA policies, procedures and directives.
2. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
3. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Dinwiddie County, the contractor, or any other party pertaining to any matter resulting from the contract.
4. **Equal Employment Opportunity.** This section applies to construction contracts. During the performance of the contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding paragraph a and the provision of paragraphs a-g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
5. **Affirmative Socioeconomic Steps.** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.F. § 200.321(b)(1)-(5) to use good faith efforts that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
6. **Compliance with the Copeland "Anti-Kickback" Act**
- a. This section applies to construction contracts in excess of \$2,000 paid for by the one of the following programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program.
 - b. Contract. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt 3 as may be applicable, which are incorporated by reference into this contract.
 - c. Subcontracts. The Contractor or Subcontractor shall insert in any subcontract the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.
7. **Contract Work Hours and Safety Standards Act**
- a. This section is applicable on contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
 - b. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - c. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - d. **Withholding for unpaid wages and liquidated damages.** Dinwiddie County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under this contract such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- e. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

8. Clean Air Act.

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County, and understands and agrees that the County will, in turn, report each violation as required to assure notifications to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Federal Water Pollution Control Act.

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S.C. §1251 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Dinwiddie County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Dinwiddie County and the Commonwealth of Virginia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. **Procurement of Recovered Materials.** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

12. Access to Records

- a. At a time and date mutually agreed upon, and at the Contractor's local office, the contractor agrees to provide Dinwiddie County, the Commonwealth of Virginia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract
- d. In compliance with Section 1225 of the Disaster Recover Reform Act of 2018, the County of Dinwiddie and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. DHS Seal, Logo and Flags. The contractor shall not use the US Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

14. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.



PC#: 0153
 2332 WILLIS RD
 RICHMOND, VA 23237 4610
 804-275-8858

SUNBELT RENTALS, INC.

Salesman: 015322 DELK, BRETT (153)
 Typed By: MSPORDER

Job Site:

VIRGINIA MOTORSPORTS PARK
 8018 BOYDTON PLANK ROAD
 DINWIDDIE CO FAIR
 PETERSBURG, VA 23803-7344
 C#: 804-732-1100 J#: 804-732-1100

QUOTE



Contract #.. 135659682
 Contract dt. 2/03/23
 Date out.... 10/03/23 8:00 AM
 Est return.. 10/10/23 8:00 AM
 Job Loc..... 8018 BOYDTON PLANK ROAD, PETERSB
 Job No..... 1 - VIRGINIA MOTORSP
 P.O. #..... QUOTE
 Ordered By.. CASEY, HOLLIE
 NET 30

Customer: 511110

DINWIDDIE CTY DEPT OF PARKS
 7301B BOYDTON PARK RD
 PETERSBURG, VA 23803

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
4.00	SPIDER BOX TPB50P 0060001	68.00	68.00	150.00	455.00	600.00
1.00	200AMP SPIDER BOX FEEDER PNL 0060390	175.00	175.00	435.00	1325.00	435.00
3.00	20KW DIESEL GENERATOR 0090030	165.00	165.00	275.00	1545.00	825.00
1.00	56KW DIESEL GENERATOR 0090070	385.00	385.00	1040.00	2365.00	1040.00
15.00	4000W NARROW VERTICAL MAST LIG 0120405	95.00	95.00	265.00	555.00	3975.00
6.00	50' SPIDERBOX CABLE 6/4	28.00	28.00	71.00	220.00	426.00
1.00	50' #2 BANDED 5-WIRE	36.00	36.00	86.00	255.00	86.00
1.00	#2 BANDED 5-WIRE FEMALE TAIL	21.00	21.00	57.00	165.00	57.00
*** EQP MSG ***						
8 Hrs/Day 40 Hrs/Wk = 1.0x Rate						
9-16 Hrs/Day 41-80 Hrs/Wk = 1.5x Rate						
17+ Hrs/Day 81+ Hrs/Wk = 2.0x Rate						
During a declared state of emergency and/or a pending or existing natural disaster, all rentals of this generator type will be billed at a one-week minimum rental period for 24-hours of usage per day. The one-week minimum rental at 24-hour usage rates does not apply to pre-existing generator rentals. The following shift rates will apply:						

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE		MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY		CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS		
1. The total charges are an estimate based on the estimated rental period and other information provided by Customer. 2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment. 3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment. 4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately. 5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment. 6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract . * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge . 7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt. 8. Customer waives its right to a jury trial in any dispute as set forth in Section 19. 9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.						
Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)						
Customer Signature	Date	Name Printed	Delivered By	Date		



PC#: 0153
 2332 WILLIS RD
 RICHMOND, VA 23237 4610
 804-275-8858

SUNBELT RENTALS, INC.

Salesman: 015322 DELK, BRETT (153)
 Typed By: MSPORDER

Job Site:

VIRGINIA MOTORSPORTS PARK
 8018 BOYDTON PLANK ROAD
 DINWIDDIE CO FAIR
 PETERSBURG, VA 23803-7344
 C#: 804-732-1100 J#: 804-732-1100

QUOTE



Customer: 511110

DINWIDDIE CTY DEPT OF PARKS
 7301B BOYDTON PARK RD
 PETERSBURG, VA 23803

Contract #.. 135659682
 Contract dt. 2/03/23
 Date out.... 10/03/23 8:00 AM
 Est return.. 10/10/23 8:00 AM
 Job Loc..... 8018 BOYDTON PLANK ROAD, PETERSB
 Job No..... 1 - VIRGINIA MOTORSP
 P.O. #..... QUOTE
 Ordered By.. CASEY, HOLLIE
 NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
	8 Hrs/Day	40	Hrs/Wk	= 1.0 x Rate		
	9-16 Hrs/Day	41-80	Hrs/Wk	= 1.5 x Rate		
	17+ Hrs/Day	81+	Hrs/Wk	= 2.0 x Rate		
Return lights to their stowed position after use. Additional charges may apply to stow lights upon pick-up.						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	220.000			220.00
	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	113.870			113.87
	ENVIRONMENTAL/HAZMAT FEE 2133XXX0000					
	FREIGHT :					1000.00
	Fuel charge not to exceed \$20/gallon					
				Sub-total:		8777.87
				Total:		8777.87
All amounts are in USD						

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE		MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY		CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS		
1. The total charges are an estimate based on the estimated rental period and other information provided by Customer. 2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment. 3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment. 4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately. 5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment. 6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract . * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge . 7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt. 8. Customer waives its right to a jury trial in any dispute as set forth in Section 19. 9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.						
Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)						
Customer Signature	Date	Name Printed	Delivered By	Date		

FEES & OPTIONAL CHARGES

Sunbelt Rentals Environmental Fee

In order to meet the equipment needs of our valued customers, Sunbelt Rentals handles potentially hazardous materials like fuel, oil, cleaners, batteries, and sediment every day. Proper management of these materials and their by-products is expensive, but we are committed to protecting the environment and our communities. As a result, Sunbelt Rentals invests in solutions intended to minimize impacts to our environment and comply with Federal, State/Provincial, and local regulations, such as containing our potentially hazardous materials, treating our wash bay run-off/waste, and proper disposal or recycling of oil, filters, fluids, tires, batteries, and shop waste.

The Sunbelt Rentals Environmental Fee is not a government mandated tax or fee. This fee helps offset a wide-range of environmental-related risks and expenses (direct and indirect) incurred through activity of our rental fleet, such as:

- Waste disposal
- Oil recycling
- Fuel and fluid handling
- Construction and operation of cleaning facilities
- Treating our wash bay run-off/waste
- Investment in low emission rental assets (i.e. Tier IV)
- Labor costs related to environmental compliance
- Governmental reporting
- Administrative costs

This fee is not intended for any particular purpose or placed in an escrow account. It becomes part of Sunbelt Rentals revenue and is used at our discretion. This fee is intended to be added to each piece of rental equipment identified as having a potential for environmental impact, and in accordance with the groupings set forth in the following chart:

Tier	What does each tier represent?	How is the fee calculated?	What is the rate of the fee?*	What is the minimum charged?
1	Equipment requires no cleaning	No charge	0.00%	N/A
2	Equipment requires general cleaning	% of rental rate	1.25%	\$1.00 USD or CAD
3	Equipment contains propane, kerosene, battery, hydraulic fluid, or natural gas	% of rental rate	1.50%	\$1.00 USD or CAD
4	Equipment contains a combustion engine	% of rental rate	1.95%	\$1.00 USD or CAD

*Percentage charged against the total rental amount

Any errors or omissions from the groupings above are not intentional and will be corrected once identified. Cleaning requirements deemed excessive may be invoiced through a specific line item charge and are not collected through or reflected in any environmental charge.

Fuel Payment Options

Sunbelt Rentals allows you to choose how you want to replace the fuel before returning your equipment. For fuel replacement, Sunbelt Rentals provides three options: Fuel Option (Prepay), Pay on Return and Return Full.

PREPAY FUEL OPTION

For your convenience, Sunbelt Rentals offers a Fuel Option (Prepay). The Fuel Option (Prepay) is a prepay option that permits you to purchase at the time of rental a full tank of fuel at a competitive, self-service per gallon price (posted fuel charge at Sunbelt Rentals location). The charge is based on the average fuel tank size for the equipment class. There is no hassle and this option saves time and money. As an added convenience, you can purchase the Fuel Option (Prepay) at the time of the rental, however, if you decide to return the equipment full of fuel, you will be refunded the cost of the Fuel Option (Prepay). This way, you can either decide to fill it up or let Sunbelt Rentals do it when you return the equipment—it's your choice.

PAY ON RETURN OPTION

With this option, you can pay the full-service fuel price (posted fuel charge at Sunbelt Rentals location) per gallon of fuel used. This is another easy, timesaving option where you only pay for the fuel you use.

RETURN FULL OPTION

The final option is returning the equipment full of fuel. You will be charged the Fuel Option (Prepay) cost at the time of the rental, but you will receive a refund when you return the equipment full of fuel.

Rental Protection Plan **Note: Dinwiddie County chooses not to get the additional RPP. Dinwiddie will cover equipment through its insurance. COI will be provided to Sunbelt prior to event date.*

The Rental Protection Plan ("RPP") is NOT an insurance policy. The RPP is an extended rental protection plan, for you or your company, to offset possible damages or theft that may occur during the equipment rental period. While the RPP is completely optional, it is recommended to maximize your total protection while renting equipment. The RPP can also cover gaps in your insurance coverage such as when the loss is within your insurance deductible or when the loss is greater than the deductible, but not large enough to make filing a claim in your best interest. Actual terms of the RPP are outlined in the rental contract.

THEFT PROTECTION

For equipment stolen, customer is only responsible for 10% of the manufacturer's suggested list price, up to a maximum of \$500.

In the case of theft of equipment, your responsibility is limited when you have paid for the RPP and comply with the rental contract, including filing a proper police report of the theft within 48-hours of discovery of theft. If the equipment is recovered at a later date, Sunbelt Rentals retains ownership.

Without the RPP, if equipment is stolen from your job site, you are 100% responsible for replacing the equipment. Even if your insurance covers the stolen equipment, you will likely have to meet your deductible. With the RPP, your maximum responsibility for stolen equipment is 10% of the manufacturer's suggested list price, up to a maximum of \$500.

DAMAGE PROTECTION (incidental & accidental)

For the cost of repairs, the customer is only responsible for 10% of the cost of the repairs, up to a maximum of \$500.

The RPP can shield you, as the customer, against unexpected expenses that could result from damage during the use of rental equipment. Typically insurance does not cover the cost of repair or such repair cost is within your deductible amount.

TIRE PROTECTION

First \$50 of tire puncture repair costs are covered for each occurrence.

RENTAL LIABILITY

Customers are exempt from rental charges on damaged equipment covered by RPP while it is being repaired.

The RPP limits your responsibility for cost of repairs, as well as eliminating your liability for the rental amount normally charged during the period in which the equipment is repaired.

There are limitations to the RPP coverage which are clearly listed on the Rental Contract. Please refer to your contract or ask to speak to a manager if you have questions about the RPP.

TRANSPORTATION SURCHARGES

Sunbelt Rentals imposes a transportation surcharge that is comprised of one variable and one fixed component. The total transportation surcharge percentage will be modified, as needed, each month on the first billing day of the month based on the following inputs.

The variable component of the transportation surcharge is based on the U.S. National Average On-Highway Diesel Fuel Prices (Monthly) reported by the U.S. Department of Energy, not on Sunbelt Rentals' actual fuel expenses. The rate used will be two months prior to the adjustment; for example, the surcharge for February 2022 is based on the December 2021 Monthly Average. U.S. National Average On-Highway Diesel Fuel Prices can be found at www.eia.gov.

The following table illustrates the variable component schedule:

At least:	But Less Than:	Surcharge:	Minimum:
\$1.66	\$1.78	0.50%	\$0.50
\$1.78	\$1.90	1.00%	\$1.00
\$1.90	\$2.02	1.50%	\$1.50
\$2.02	\$2.14	2.00%	\$2.00
\$2.14	\$2.26	2.50%	\$2.50
\$2.26	\$2.38	3.00%	\$3.00
\$2.38	\$2.50	3.50%	\$3.50
\$2.50	\$2.62	4.00%	\$4.00
\$2.62	\$2.74	4.50%	\$4.50
\$2.74	\$2.86	5.00%	\$5.00
\$2.86	\$2.98	5.50%	\$5.50
\$2.98	\$3.10	6.00%	\$6.00
\$3.10	\$3.22	6.50%	\$6.50
\$3.22	\$3.34	7.00%	\$7.00
\$3.34	\$3.46	7.50%	\$7.50
\$3.46	\$3.58	8.00%	\$8.00
\$3.58	\$3.70	8.50%	\$8.50
\$3.70	\$3.82	9.00%	\$9.00
\$3.82	\$3.94	9.50%	\$9.50
\$3.94	\$4.06	10.00%	\$10.00
\$4.06	\$4.18	10.50%	\$10.50
\$4.18	\$4.30	11.00%	\$11.00
\$4.30	\$4.42	11.50%	\$11.50
\$4.42	\$4.54	12.00%	\$12.00
\$4.54	\$4.66	12.50%	\$12.50
\$4.66	\$4.78	13.00%	\$13.00
\$4.78	\$4.90	13.50%	\$13.50
\$4.90	\$5.02	14.00%	\$14.00
\$5.02	\$5.14	14.50%	\$14.50
\$5.15	\$5.27	15.00%	\$15.00
\$5.28	\$5.40	15.50%	\$15.50
\$5.41	or greater	16.00%	\$16.00

The fixed component of the transportation surcharge is intended to defray rising delivery vehicle costs, including, but not limited to vehicle standing costs, running costs, depreciation, Tier 4 compliance, etc. Currently, this fixed component will be 9% or a minimum of \$9.00 until further notice.

As explained above, the total transportation surcharge percentage is based on the combination of the variable and fixed components. The applicable transportation surcharge percentage is then multiplied by the transportation rates (e.g., delivery and pickup charges) set forth in the contract. Transportation surcharge percentages and thresholds are subject to change without prior notice. If there are changes to the thresholds, the above information will be updated.

Sunbelt offers transportation services to its customers through knowledgeable professionals via a fleet of trucks and trailers that provide timely delivery of the wide variety of rental equipment that Sunbelt offers. This transportation surcharge is added to each transportation charge, for the transportation services requested by the customer. The transportation surcharge is NOT a government mandated tax or fee. The transportation surcharge is our charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges. While the transportation surcharge is intended to defray these expenses, it is not specifically designed to recover an exact percentage of the costs attributable to any particular transaction. This transportation surcharge is not placed in an escrow account, it becomes part of Sunbelt Rentals' revenue and is used at our discretion.

Surcharge Calculation Example:

December 2021 average Diesel fuel price of \$3.641 makes the variable component of the surcharge 8.5% with a minimum of \$8.50. Combine this with the fixed component of 9% or minimum of \$9.00 the total surcharge on the invoice will be **17.5% or a minimum of \$17.50** for the month of February 2022.

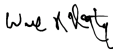
Certificate Of Completion

Envelope Id: 6FCA4B5107914F1EA5A9C77105A3941B	Status: Completed
Subject: Contract with Sunbelt	
Source Envelope:	
Document Pages: 17	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hollie Casey
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	hc Casey@dinwiddieva.us
	IP Address: 139.60.228.178

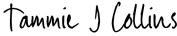
Record Tracking

Status: Original	Holder: Hollie Casey	Location: DocuSign
4/26/2023 04:40 PM	hc Casey@dinwiddieva.us	


Signer Events

Signer Events	Signature	Timestamp
William Hefty		Sent: 4/26/2023 04:48 PM
bill@heftywiley.com		Viewed: 4/26/2023 04:58 PM
Legal Counsel		Signed: 4/26/2023 05:00 PM
County of Dinwiddie		
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
	Using IP Address: 174.193.82.167	
	Signed using mobile	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tammie J Collins		Sent: 4/26/2023 05:00 PM
tcollins@dinwiddieva.us		Viewed: 4/28/2023 12:18 PM
Security Level: Email, Account Authentication (None)		Signed: 4/28/2023 12:18 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 139.60.228.178	

Electronic Record and Signature Disclosure:
Accepted: 4/29/2020 | 08:46 AM
ID: cbe55da1-6354-4b00-ae89-7a12187b1ea
Company Name: Dinwiddie County

W. Kevin Massengill		Sent: 4/28/2023 12:18 PM
kmassengill@dinwiddieva.us		Viewed: 4/28/2023 04:32 PM
County Administrator		Signed: 4/28/2023 04:32 PM
Dinwiddie County		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 139.60.228.178	

Electronic Record and Signature Disclosure:
Accepted: 4/17/2020 | 03:04 PM
ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4
Company Name: Dinwiddie County

Hollie Casey	Completed	Sent: 4/28/2023 04:33 PM
hc Casey@dinwiddieva.us		Viewed: 4/28/2023 04:51 PM
Procurement Officer		Signed: 4/28/2023 04:51 PM
Dinwiddie County		
Security Level: Email, Account Authentication (None)	Using IP Address: 139.60.228.178	

Electronic Record and Signature Disclosure:
Accepted: 9/15/2021 | 08:30 AM
ID: fbb6381e-0224-48a7-8dcb-8e325672939f
Company Name: Dinwiddie County

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sunbelt contractteam@sunbeltrentals.com Contract Manager Sunbelt Rentals, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 4/28/2023 04:51 PM
Brett Delk brett.delk@sunbeltrentals.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/23/2023 07:55 AM ID: ef3c071c-66b8-4cb8-80fb-b6449b912139 Company Name: Dinwiddie County	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 4/28/2023 04:51 PM
Stacey English senglish@dinwiddieva.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 4/28/2023 04:51 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/28/2023 04:51 PM
Completed	Security Checked	4/28/2023 04:51 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.