

GREENLEAF COMPANIES

Greenleaf Compaction, Inc. 6225 North 24th Street, Suite GL 100 • Phoenix, AZ 85016
800-932-7718 • Fax 602-553-2213

BILLING and SITE INFORMATION

Customer: RIO VISTA COMMUNITY PARK
Address: 16101 N 83RD AVE
City: PEORIA **State:** AZ **Zip:** 85382
Contact Person/Title: **Phone:**

Customer Equipment Location (if other than Billing Address):
Name: RIO VISTA COMMUNITY PARK
Address: 8866 W THUNDERBIRD RD
City: PEORIA **State:** AZ **Zip:** 85382
Contact Person/Title: TODD WUELLNER **Phone:** 623-764-0328

County Where Equipment is Located: AZ-MARICOPA

COMPACTION EQUIPMENT

Equipment Type:

Compactor Model: 30/34 CY SELF CONTAINED COMPACTOR **Serial No:**
Container Size: **Serial No:**

Additional Equipment Description:

Installation/Contract Start Date: **Purchase Order No.:**

CONTRACT DETAILS

1. Contract Term. The initial Contract Term of this Agreement is five (5) years (60 full months) commencing on the date of installation of the above equipment, and shall be renewed for successive Contract Terms without further action; provided however, this Agreement may be terminated at the end of any Contract Term by either of the parties by giving notice to terminate by certified mail received by the other not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of then pending Contract Term.

2. Payments. Customer agrees to pay a Monthly Equipment Rental and Service Fee of \$ 325.00 plus tax, per month, directly to: Greenleaf Compaction, Inc. ("Company"). Customer shall make payments to Company within fifteen (15) days of the receipt of an invoice. Company may impose and Customer agrees to pay a late fee for each late payment in the amount of five percent (5%) of the Monthly Fee.

(TERMS CONTINUED ON BACK)

IN WITNESS WHEREOF, the parties have executed this Agreement.

Peoria Sports Complex (Customer)

Greenleaf Compaction, Inc. (Company)



J.P. de la Montaigne, Comm. Svcs. Director

Signature By: NAME TITLE

Signature By: NAME TITLE

DATE: 10-24-06

DATE: _____

Doc: PEORIA SPORTS COMPLEX

SCANNED

Greenleaf Compaction, Inc., Rental Contract
Revised March 2005

A CON 45806

3. Agreement. This document shall constitute a legally binding contract by and between Company and Customer and their respective heirs, successors, and assigns in accordance with the terms and conditions set forth herein. **This Agreement contains the entire agreement of the parties relating to the Equipment and may not be changed, modified, terminated, or discharged, except in writing signed by both parties. This Agreement shall control conflicting terms in any other document including but not limited to Customer issued purchase orders or checks.**

4. Equipment. "Equipment" means all of the equipment described herein, and all replacements and accessions. Upon installation, Customer shall be responsible for all care, custody, and control of the Equipment during the Contract Term of this Agreement, subject to the terms and conditions in this Agreement. Customer acquires no ownership, title or property rights or interest in the Equipment, except the right to use the same in accordance with and subject to the terms and conditions in this Agreement, and in compliance with any policies that Company may reasonably establish from time to time.

5. Maintenance. Company shall maintain the Equipment at its expense in good operating condition and make all repairs and replacements necessary for its operation upon reasonable request by Customer or on Company's own schedule; provided however, Customer shall pay on demand the costs of all repairs, replacement parts and labor attributable to abuse or negligent operation or care of the Equipment by Customer, its agents or employees.

6. Insurance and Taxes At its own expense, Customer shall maintain insurance against loss, theft or damage to the Equipment during the Contract Term, and thereafter so long as the Equipment is on Customer's premises or under Customer's control, and shall also maintain insurance with respect to liability for bodily injury, including death and property damage resulting from the ownership, maintenance, use or operation of the Equipment, naming Company as an additional insured. All insurance shall be in form and amount and with companies satisfactory to Company and shall contain the insurer's agreement to give 30 days written notice to Company before cancellation or material change of any policy of insurance. Upon Company's request, Customer shall deliver the policies or copies thereof or certificates of insurance to Company. Customer shall pay all taxes, license fees and assessments levied on the Equipment or relating to this Agreement. Company shall not be liable for installation of utility service necessary to operate the Equipment nor any utility service charges attributable to the Equipment's operation.

7. Notice. Customer hereby irrevocably authorizes Company to take any action it deems necessary or appropriate to provide public notice of the Company's title and ownership interest in the Equipment. Customer authorizes the filing of this Agreement or financing statements regarding the Equipment. This is a Rental and Service Agreement, not a security agreement and any financing statement is only precautionary. Customer is a Company organized under the laws of AZ.

8. Liability for Equipment. Customer accepts responsibility for the Equipment and contents at all time except, as to the Equipment, when it is being physically handled by the employees of Company. Customer, therefore, expressly agrees to defend, indemnify, and hold Company harmless from and against any and all claims and loss of or damage to property, or injury to or death of any person or persons resulting from or arising in any manner out of the Customer's use, operation, or possession of any of the Equipment.

9. Taxes. Customer shall be responsible for and shall pay any and all local, municipal, and/or state taxes which shall be imposed upon the Equipment during the Contract Term of this Agreement, including any extension thereof and shall save and hold Company harmless from all liability in connection therewith.

10. Breach. If Customer fails to timely pay any amount due hereunder or otherwise breaches its obligations hereof, Company may terminate this Agreement, and as liquidated damages, Customer shall make the Equipment available to Company and continue to pay the Monthly Fee until Company has taken possession of all the Equipment, and shall also pay, in a single sum, an amount equal to the Monthly Fee multiplied by the lesser of (i) the number of months remaining in the Contract Term or extension at the time of such breach, or (ii) twenty-four (24). Customer acknowledges that Company will have incurred costs of acquiring the Equipment, and shall incur refurbishing and other costs, and from month to month, Company may incur costs in excess of the Monthly Fee; and agrees that the foregoing liquidated damages are intended to approximate Company's damage upon such breach, and is not a penalty. Customer shall also pay all costs of recovering the Equipment and preparing the same for reletting or sale, and for all other costs of collection and enforcement, including reasonable attorneys fees, incurred by Company after any breach by Customer.

11. Miscellaneous. Any provision herein prohibited by statute or declared by a court of competent jurisdiction to be prohibited by law in any state shall, as to such state, be ineffective without invalidating any other provision hereof. This Agreement shall be governed and construed under the internal laws of the state of performance. Customer represents that the Equipment is rented for business purposes and under no circumstances shall this Agreement be deemed or construed as a consumer contract.

12. Construction. If any provision of this Agreement shall contravene existing law in any jurisdiction where enforcement is sought, such provisions as contravene applicable law and only such provisions, shall be unenforceable, and the balance of this Agreement shall remain in full force and effect.

13. Jury Waiver EACH OF THE PARTIES, INCLUDING EVERY GUARANTOR, WAIVE ALL RIGHTS TO TRIAL BY JURY.

14. Excused Performance. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strike, riots, fires, and acts of God.

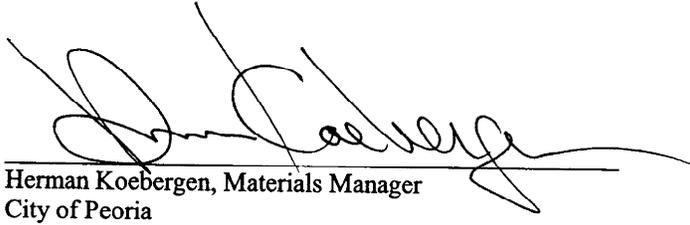
15. Assignment. Customer shall not assign this Agreement without the prior written consent of Company. Company may assign this Agreement without the Customer's consent to any purchaser of the Equipment.

16. Credit Check. Customer hereby authorizes release of all information, including credit information, contained in Customer's account file. A photocopy of this authorization to be accepted with the same authority as the original.

 Customer Initials

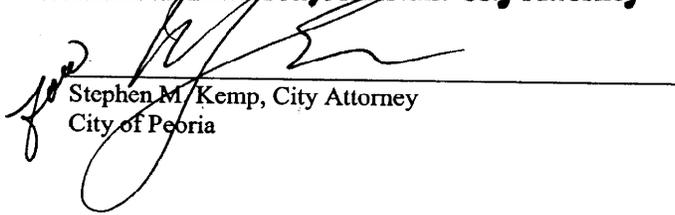
Doc: PEORIA SPORTS COMPLEX

CITY OF PEORIA, ARIZONA
A Municipal Corporation


Herman Koebergen, Materials Manager
City of Peoria

APPROVED AS TO FORM:

William L. Emerson, Assistant City Attorney


Stephen M. Kemp, City Attorney
City of Peoria

ATTESTED BY:


Mary Jo Kief, City Clerk
City of Peoria



11/03/2006 FRI 12:12 FAX 6237737118 CITY OF PEORIA

002 004

AGREEMENT TO ADOPT

GREENLEAF COMPANIES

Greenleaf Compaction, Inc. 6225 North 24th Street, Suite GL 100 • Phoenix, AZ 85016
800-937-7718 • Fax 602-553-2213

BILLING and SITE INFORMATION

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City: PEORIA **State:** AZ **Zip:** 85381
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(TERMS CONTINUED ON BACK)

IN WITNESS WHEREOF, the parties have executed this Agreement

Peoria Sports Complex (Customer)



J.P. de la Montaigne, Comm. Svcs. Director
Signature By NAME TITLE
DATE 10-26-06

Greenleaf Compaction, Inc. (Company)



Michael A. Macera Pres.
Signature By NAME TITLE
DATE 11-7-06

Doc: PEORIA SPORTS COMPLEX

Greenleaf Compaction, Inc. Rental Contract
Revised March 2005

Page 1 of 2

A CON 45806

11/03/2006 FRI 12:12 FAX 6237737118 CITY OF PEORIA

003 004

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- 6. Insurance and Taxes.** At its own expense, Customer shall maintain insurance against loss, theft or damage to the Equipment during the Contract Term, and therefor so long as the Equipment is on Customer's premises or under Customer's control, and shall use minimum insurance with respect to liability for bodily injury, including death and property damage resulting from the ownership, maintenance, use or operation of the Equipment, naming Company as an additional insured. All insurance shall be in form and amounts and with companies satisfactory to Company and shall conform to the insurer's agreement to give 30 days written notice to Company before cancellation or material change of any policy of insurance. Upon Company's request, Customer shall deliver the policies or copies thereof or certificates of insurance to Company. Customer shall pay all taxes, license fees and assessments levied on the Equipment or relating to this Agreement. Company shall not be liable for installation of utility service necessary to operate the Equipment nor any utility service charges attributable to the Equipment's operation.
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 Customer Initials

Doc: PEORIA SPORTS COMPLEX

Customer's signature to: Rental Contract
X-1100 March 2006

Page 2 of 3

A CCN 45806

RECEIVED FROM THE CITY OF PEORIA

* 001 001

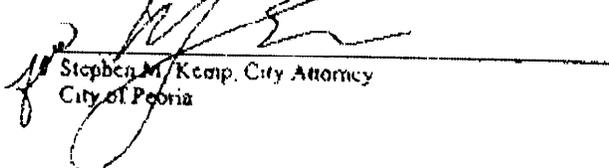
Agreement No. 0702

CITY OF PEORIA, ARIZONA
A Municipal Corporation

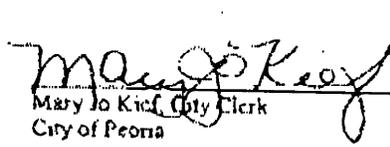

Herman Kochberg, Materials Manager
City of Peoria

APPROVED AS TO FORM

William L. Emerson, Assistant City Attorney


Stephen M. Kemp, City Attorney
City of Peoria

ATTESTED BY:


Mary Jo Kief, City Clerk
City of Peoria



A CON 15806



City of Peoria

8401 West Monroe Street, Peoria, Arizona 85345

November 3, 2006

Greenleaf Compaction, Inc.
Erin Sports
4001 N. 3rd Street, Suite 480
Phoenix, AZ 85012

*Mailed for
signature
11/3*

Re: ACON45806, A07-070, Equipment Rental and Service Agreement

Ms. Sports,

Attached is an agreement for A07-070 Equipment Rental and Service Agreement.
Please sign the original document and return to me at the address given below.

City of Peoria
Materials Management – Terry Andersen
8401 W. Monroe St.
Peoria, AZ 85345

The City of Peoria looks forward to doing business with your company. If you have any questions regarding this document, please call me at 623-773-7981.

Regards,

Terry Andersen
Procurement Specialist