

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE
EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES**

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE EQUIPMENT RENTALS AND RELATED PRODUCTS AND SERVICES (this "Third Amendment") is made and entered into this 1st day of January 2021, by and between Herc Rentals Inc, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement dated November 1, 2018 (the "Contract") pursuant to which the Company agreed to provide Equipment Rentals and Related Products and Services for the City of Charlotte.
- B. The City of Charlotte and the Company agreed to amend the contract on July 15, 2019 to incorporate an updated equipment list and gold and platinum pricing schedules.
- C. The City of Charlotte and the Company agreed to amend the contract on January 1, 2020 to incorporate an updated equipment list and gold and platinum pricing schedules
- D. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT


1. The terms of the Contract are restated by and incorporated into this Third Amendment by reference.
2. Defined terms used in this Third Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Third Amendment incorporates an updated 2021 Equipment List and Gold and Platinum Pricing Schedules as specified in Exhibit A (attached) and becomes effective on January 1, 2021.
4. Both parties agree that the Company has the option to recover any administrative or contract fees imposed by any Participating Public Agency.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Contract#: 2019000318
Amendment#: 3
Vendor#: 20941

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

HERC RENTALS INC.

BY: 
(signature)

PRINT NAME: JASON COSTELLO

TITLE: VICE PRESIDENT

DATE: 11/13/20

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**CITY OF
CHARLOTTE**
Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 02, 2020

Submitted by: Genetta N. Carothers

Submitter email: gcarothers@charlottenc.gov

Contract #: 2019000318

Amendment #: 3

Contract Name: Equipment Rentals and Related Products and Services

Vendor Legal Name: Herc Rentals, Inc.

Vendor #: 20941

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

<https://cnet/kbus/finance/Finance/pm/Pages/Contract-Review.aspx>

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com

Victoria O. Johnson

Key: f96f2b6210e209b090c4836a6d996b691
