



EQUIPMENT LEASE AGREEMENT

This lease agreement between Omega Aviation, Inc. a Texas Corporation whose address is 8242 Travelair St, Houston, TX 77061 herein after referred to as "Omega Aviation, Inc.", and TYLER COUNTY COMMISSIONER PRECINCT 1 whose bill-to and ship-to address is 205 North Charlton, Woodville Tx 75979, herein after referred to as "TYLER COUNTY COMMISSIONER PRECINCT 1". Contact name and number Joe Blacksher 409-790-4149 Omega Aviation, Inc. agrees to lease TYLER COUNTY COMMISSIONER PRECINCT 1 and TYLER COUNTY COMMISSIONER PRECINCT 1 agrees to lease from Omega Aviation, Inc. the following described property:

- 1. 1 Avgas Fuel Truck – 1200 Gallon Avgas Fuel Truck
Specific equipment details will be provided before Lease Start Date Rate \$5,450 / Month

Table with 2 columns: Description and Amount. Rows include Subtotal for initial term, Refundable Damage / Security Deposit, New Avgas Product Filter with Installation, Subtotal, and Grand Total.

TERMS:

The initial term of this lease shall be for 1 Month commencing on October 10th, 2025 And ending on November 9th, 2025. The grand total for the term (1 Month), shall be \$8,415.00 for the one (1) Avgas Fuel Truck – 1200 Gallon Avgas Fuel Truck. TYLER COUNTY COMMISSIONER PRECINCT 1 reserves the right to extend the lease on a Month-to-Month basis for the discounted lease cost of \$4,500.00 per Month for the Avgas Fuel Truck – 1200 Gallon Avgas Fuel Truck. The initial payment of \$8,415.00 representing the first 1 month's lease payment, plus the refundable damage / security deposit, plus avgas product filter is due and payable by the 10th of October, 2025 or before the equipment is released by Omega Aviation, Inc., whichever comes first.

Monthly payments hereafter are due on the 10th day of each month. Payments not received within 20 days of the due date shall bear an additional service charge of ten (10) percent of the lease payment.

If collection actions become necessary (past due 30 days) TYLER COUNTY COMMISSIONER PRECINCT 1 agrees to pay costs incurred for collection of balance due including legal fees and court costs. If payments become delinquent and not received within 30 days past their due date, Omega Aviation, Inc. may order the return of this equipment. Omega Aviation, Inc. may pick up equipment with or without notice, no later than one month's time from the date of the notice, by the parties after the payments become delinquent for 30 days or longer. Texas law shall govern this Agreement and any disputes arising out of this Agreement.

Initial _____ Initial _____
TYLER COUNTY COMMISSIONER PRECINCT 1 Omega Aviation, Inc.

Late Charges:

If the equipment is returned late, the rental rate shall be pro-rated per day until the equipment is returned to **Omega Aviation Inc.**'s facility in Houston.

Location and supervisor of rented equipment:

TYLER COUNTY COMMISSIONER PRECINCT 1 is to provide to **Omega Aviation, Inc.** the location of rental and supervisor contact name & phone number for each piece of equipment.

Use of this equipment:

TYLER COUNTY COMMISSIONER PRECINCT 1 is the sole operator authorized for **the one (1) Avgas Fuel Truck – 1200 Gallon Avgas Fuel Truck.**

Accept or Reject:

TYLER COUNTY COMMISSIONER PRECINCT 1 shall have twenty-four (24) hours after delivery of rental equipment in order to inspect and either accept or reject the delivered equipment. If the equipment is rejected, **TYLER COUNTY COMMISSIONER PRECINCT 1** will notify **Omega** of its intent to reject the equipment and provide the reasoning behind the rejection. **TYLER COUNTY COMMISSIONER PRECINCT 1** shall have no financial obligations for any unit of rental equipment that is rejected. Whether the rental equipment is accepted or rejected, **TYLER COUNTY COMMISSIONER PRECINCT 1** is responsible for all freight and / or delivery charges. Failure to notify **Omega** within this period constitutes acceptance of the equipment's condition.

Maintenance and Repairs:

TYLER COUNTY COMMISSIONER PRECINCT 1 agrees to be responsible for the first \$500 of parts expense and / or the first 6 man-hours of any maintenance and / or any repair(s). **TYLER COUNTY COMMISSIONER PRECINCT 1** is responsible for all repairs that are necessary due to operator error and / or negligence. Required maintenance includes, but not limited to, engine oil and oil filter changes every 100 hours of use, or as per manufacturer's recommendation. **TYLER COUNTY COMMISSIONER PRECINCT 1** is to keep a maintenance record of this and to provide it to **Omega Aviation, Inc.** **The equipment must be returned in the same condition as it was delivered to TYLER COUNTY COMMISSIONER PRECINCT 1, reasonable wear and tear excepted.** **Omega Aviation, Inc.** agrees to provide technical phone support if needed for any repair.

Freight:

TYLER COUNTY COMMISSIONER PRECINCT 1 agrees to pay for all freight and / or delivery charges.

PROPERTY DAMAGE:

In the unlikely event that **the one (1) Avgas Fuel Truck – 1200 Gallon Avgas Fuel Truck** is lost, stolen or damaged beyond repair while in the care, custody, and control of **TYLER COUNTY COMMISSIONER PRECINCT 1**, **TYLER COUNTY COMMISSIONER PRECINCT 1** agrees to reimburse **Omega Aviation, Inc.** the purchase price of **\$82,450.00** for **the one (1) Avgas Fuel Truck – 1200 Gallon Avgas Fuel Truck** within 30 days of the occurrence.

- 1. **Avgas Fuel Truck – 1200 Gallon Avgas Fuel Truck**
\$82,450.00

Initial _____

TYLER COUNTY COMMISSIONER PRECINCT 1

Initial _____

Omega Aviation, Inc.

OPTION:

TYLER COUNTY COMMISSIONER PRECINCT 1 shall have the option but not the obligation to purchase **the one (1) Avgas Fuel Truck – 1200 Gallon Avgas Fuel Truck** by providing **Omega Aviation, Inc.** written notice of its intention to do so during the term of this lease. **Omega Aviation, Inc.** agrees to apply 50% of the received lease payments towards the purchase price of **\$82,450.00**.

RETURN OF Refundable Damage / Security Deposit:

SECURITY DEPOSIT. In addition to the lease fee, **TYLER COUNTY COMMISSIONER PRECINCT 1** shall pay a security deposit of **\$2,500.00** prior to **Omega** releasing Equipment. This deposit shall be returned to **TYLER COUNTY COMMISSIONER PRECINCT 1** upon completion of this Agreement and successful return of Equipment in same condition as originally leased, reasonable wear and tear excepted. Any or all of the amount refundable to **TYLER COUNTY COMMISSIONER PRECINCT 1** shall be remitted by **Omega** within 10 days of Equipment Lease Agreement termination / completion and Equipment returned to **Omega**.

LIABILITY AND INDEMNIFICATION:

During the term of this lease, **TYLER COUNTY COMMISSIONER PRECINCT 1** agrees to indemnify, defend, and hold **Omega Aviation, Inc.**, its officers, employees, and agents harmless from any and all claims, demands, liabilities, damages, losses, or expenses (including attorney’s fees and court costs) arising from the use, operation, maintenance, or possession of the equipment. This includes, but is not limited to, claims related to personal injury, death, or property damage, including damage to aircraft, buildings, vehicles, or other structures involving employees, contractors, subcontractors, agents, bystanders, or third parties.

TYLER COUNTY COMMISSIONER PRECINCT 1 agrees to name **Omega Aviation, Inc.** as an additional insured on its insurance policies and to provide a waiver of subrogation, ensuring that the waiver is consistent with the indemnification obligations outlined in this Agreement.

Furthermore, **Omega Aviation, Inc.** shall not be liable for any damages, including consequential or incidental damages, arising from mechanical failures, operational defects, or other equipment-related issues during the term of the lease.

This indemnification applies regardless of whether the claim arises from the negligence of **TYLER COUNTY COMMISSIONER PRECINCT 1** or any third party.

for **TYLER COUNTY COMMISSIONER PRECINCT 1**

for **Omega Aviation Inc.**

Date _____ 2025

Date _____ 2025

Printed Name _____

Printed Name _____

Title _____

Title _____

Signature _____

Signature _____