

#14



# Rental Invoice OPEN 1-28524

PO Box 351 75196 Petersburg Road  
Jackson, MN, 56143  
Phone: 866-800-8000  
Fax: 507-502-7026  
Salesperson: David Voehl

RENTER Billing Address **18337**

Shipping Address:

NAVARRO COUNTY PRECINCT 2  
Eddie Perry  
300 WEST 3RD AVE  
  
CORNICANA, TX 75110  
USA 903-654-3030

NAVARRO COUNTY PRECINCT 2  
Eddie Perry  
300 WEST 3RD AVE  
  
CORNICANA, TX, 75110  
USA 903-654-3030

eperry@navarrocounty.org

eperry@navarrocounty.org

Ship Method	Date	PO #	Unit #	Term
CUSTOMER PICKUP	6/26/2024	TO BE PROVIDED		PAYMENT IN ADVANCE

**Buyer hereby agrees to pay the balance due amount pursuant to the following payment terms:** PO to be issued for payment of initial rental invoice total \$5,025.00

If keep past 2 month paid up front, monthly billings of \$1,950.00 to be collected via automatic direct payment as per signed and authorized agreement until trailer is returned

Once you have been notified by John in our TX office that the trailer is ready for pickup, please schedule a pickup date and time with John By email: jplippin@ericksontrucks.com or By Phone: direct line to call: 903-515-9100 .  
A minimum of 24 hours in advance is needed to schedule pickup. If do not schedule pickup time, we cannot guarantee how long your driver will have to sit as appointments will take precedence over walk-ins.

**How did you find Active Trailers?**

<input type="checkbox"/> Return Customer	<input type="checkbox"/> Agri Guide	<input type="checkbox"/> Truck Paper	<input type="checkbox"/> Midwest Truck
<input type="checkbox"/> Referral	<input type="checkbox"/> Rock & Dirt	<input type="checkbox"/> American Trucker	<input type="checkbox"/> Other _____

**TERMS OF THIS RENTAL INVOICE AGREEMENT (hereafter call the "AGREEMENT"):**

All item(s) rented through Active Trailers (AT) are without warranty of merchantability or warranty of fitness for a particular purpose. RENTER is responsible for the unloading of any items delivered by AT or its agent, and to bear all related costs. The RENTER shall, to the extent provided by indemnify, defend and hold SELLER harmless for claims, loss, damages, (including damages for lost profits or revenues) expense (including attorney's fees and court costs), or liability arising from any claims made against AT relating to this Agreement. AT authorizes no other party to act on its behalf to modify the terms of this Agreement. Violating any terms of this Agreement will result in forfeiture of RENTER's deposit, rental monies paid, earnest money, other security or assets. AT may redress any open accounts it has with the RENTER to regain the equivalent value of said forfeiture. Disputes over this Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota, in which Jackson County shall be the exclusive forum for all actions, proceedings or litigation. In the event the operation of any portion of this AGREEMENT should result in a violation of any law, the remaining portions shall remain in full force and effect. Texas Navarro

This Agreement is binding at the time of signing upon Active Trailers and the RENTER when both signatures have been affixed.

Part Number	Description	Qty: Ordered	Ship	BO	Sale Price	Amount
RENTALJ196	Rental (2017 TRAVIS 39' BELLY DUMP) 2 MONTH MINIMUM RENTAL - MONIES DUE UP FRONT VIN: 48XEP392XH1011746	1.00	1	0	\$3,900.00	\$3,900.00
CD	Customer Deposit (CD CUSTOMER DEPOSIT)	1.00	1	0	\$1,000.00	\$1,000.00
Document Fee		1.00	1	0	\$125.00	\$125.00

Part Number	Description	Qty: Ordered	Ship	BO	Sale Price	Amount
2	MONTH MINIMUM RENTAL TERM					

Includes Tarp and Federal DOT

ADDRESS FOR PICKUP YARD: ACTIVE TRAILERS 8049 S US HWY 79, PALESTINE, TX 75801

Insurance certificate must be on file at ETP prior to unit leaving Palestine TX location and must remain in effect until unit is returned to same location. If a lapse in insurance coverage occurs, this will result in legal action and repossession of unit.

Insurance certificate must show the following: 1) \$1,000 deductible 2) Year - Make - Vin - Insurance Stated Value \$47,800 3) Erickson Trucks n Parts must be listed as loss Payee and additional insured.

Credit card payment is refundable only if we are notified within 48 hours of invoice date to cancel or if credit application is not approved.

Failure to return all signed paperwork including credit card receipts or other downpayment, to ETP within 48 hours of invoice date will result in the unit no longer being held for you and will be made available for sale.

Any monthly rental or lease payment not received by end of business day on date due will be subject to a \$35.00 late fee.

All monthly rental/lease bills due after the initial payment of the rental invoice will be automatically pulled from your account at your designated financial institution as directed by you on an "Authorization for Direct Payment" form. This form will be sent to you for completion as soon as unit is ready for pickup and must be returned immediately along with a voided check in order to verify account and set ACH payments to begin as per Authorization for Direct Payment form.

Any ACH payment returned by your financial institution as uncollected will automatically be re-submitted. If returned for second time, you will be charged a \$30 NSF fee. If two NSF occurrences, your account will be considered in default and the unit is subject to repossession.

If a change in bank or account from which the monthly ACH is being drawn is necessary, then a new "Authorization for Direct Payment" form and new voided check for account verification must be completed at time of revocation in order to replace the current direct payment form.

By signing this invoice, customer acknowledges, is aware of potential delays, and accepts the fact that there may be a delay in timeliness beyond our control preparing this unit for pick up or delivery due to issues with parts ordering/backorders, repair time, title work, and/or transportation. Unless a completion date is stated on the invoice specifically, completion and readiness will be as timely as possible, with customer accepting this fact as part of the terms of this agreement. CREDIT CARD ON FILE WILL BE CHARGED FOR ANY OUTSTANDING CHARGES AFTER 5 DAYS.

\* Accepted By: Navarro County Judge

\* Sign here: Hon. H.M. Davenport

Subtotal: 5,025.00

Tax (0.0000%): 0.00

Total: 5,025.00

Invoice Balance: 5,025.00

## Rental/Lease Agreement (hereafter called "Agreement")

Date: 2024-06-26Lease Company: Active Trailers (AT)Pick Up/Return Location: Palestine, TXRental End Expected Date: 2 month MinimumArea of Operation: TEXAS**Renter/Lessee:**
 NAVARRO COUNTY PRECINCT 2  
 Eddie Perry  
 300 WEST 3RD AVE

 CORSICANA, TX 75110  
 USA

Phone: 903-654-3030

Email: eperry@navarrocounty.org

<b>Item (or vehicle):</b>	Year: <u>2017</u>	Make: <u>TRAVIS</u>	Model: <u>39' BELLY DUMP</u>
	VIN #: <u>48XEP392XH1011746</u>		Stock #: <u>J196</u>

**Renter's Representations**

## 1. Renter acknowledges and agrees:

- (a.) That Renter has inspected the Item and that it was received in good operating condition mechanically and otherwise. This inspection may include, without limitation, the initialing and dating of photographs by the Renter to establish the pre-rental condition of the Item as well as the Renter's endorsement of a Pre-Rental Inspection Sheet.
- (b.) That no repairs, adjustments or replacement of any parts will be made without AT's written authorization, other than routine maintenance, such as oil changes, tire rotation, and other periodic preventative maintenance.
- (c.) That Renter shall not remove the Item from the area of operation specified without written consent of AT.
- (d.) The Item will be under the Renter's exclusive dominion and control and that neither the Renter nor any other person not employed by AT shall be deemed AT's agent.
- (e.) Renter shall pay any taxes or tolls arising from the operation of the Item, and submit, or bear the cost of AT submitting, any information required by any agency or governmental body as a result of the Renter's use of the Item.
- (f.) This Agreement shall terminate and the Renter shall return the Item to AT in the same condition as received (ordinary wear and tear excepted) on the date indicated.
- (g.) Renter shall be fully liable for any loss or damage to the Item or any loss or damage caused by its use.
- (h.) Only the Renter or the Renter's appointed agent may operate the Item. Operators must be 21 years old and have a valid license as required by law for the Item rented.

## 2. Renter warrants and agrees that the Item shall not be operated:

- (a.) In violation of any law, ordinance, rule or regulation of any governmental agency or body.
- (b.) For other than the Item's designed purpose and limits.
- (c.) By any person who: (i) has given a fictitious name or false address; (ii) is not duly licensed and qualified; (iii) is under the influence of intoxicants or drugs.
- (d.) In a reckless or abusive manner.

Any violation of the warranties set forth in this Section 2 shall result in the immediate termination of this Agreement, and AT shall have all rights upon such termination as may be set forth in this Agreement or available at law.

**Charges payable to AT**

3. Rental charges as stated in the Agreement shall not abate but shall continue in full force and effect whether Item is inoperable, in a state of disrepair or is otherwise disabled for any reason. All charges shall run until the Item is returned to AT in accordance with Paragraph 12. In addition to the charges specified on the accompanying Rental Invoice, Renter agrees to pay AT on demand:

- (a) All costs, including fees paid to an attorney or collection agency, incurred in connection with the collection of any amounts payable by Renter to AT under any of the provisions of this Agreement, whether collected by suit or otherwise.
- (b) A late charge equal to eighteen percent (18%) per annum compounded daily (or the highest amount permitted under the applicable laws) on all amounts due hereunder that remain unpaid thirty (30) days after the invoice date.
- (c) Minnesota state sales tax unless Renter provides a sales tax exempt number.
- (d) Any repairs performed by AT.

**Insurance Responsibility**

4. For vehicle rentals, Renter agrees to provide Commercial Automobile Liability insurance coverage, or any equivalent coverage that AT deems acceptable, with limits not less than \$1,000,000 combined single limit for bodily injury and property damage. Renter agrees to name AT as an "Additional Insured". Renter agrees to supply proof of insurance in the form of a certificate of insurance that includes the wording, "Active Trailers is an additional insured" on a primary, non-contributory basis and loss payee as respects leased/rented equipment. Renter also agrees to have its insurance carrier notify AT of any notice of cancellation, reduction in coverage amount, or any at fault accidents by the Renter or its agents or designees (whether or not such drivers are authorized). Renter agrees to provide Comprehensive and Collision coverage on any and all vehicles or trailers rented from AT and name AT as a "loss payee" on the Renter policy. The maximum deductible for any insurance policies shall be no more than \$1,000. The deductible is the responsibility of the Renter. All insurance coverage provided by Renter shall be considered primary. Copies of the coverage will be filed with AT. In the event of a "loss" or "accident" involving the rented vehicle, Renter agrees to notify AT within 24 hours of such "loss" or "accident", and to cooperate

 \*INITIALS: EP

with its insurer to facilitate an expedited payout. Renter also agrees to contact its insurance carrier within 24 hours of such "loss" or "accident". Renter agrees to compensate AT for any costs not covered by the insurance coverage or aforementioned equivalent coverage. By signing this Agreement, Renter authorizes AT to charge its credit line for the balance of the non-covered damages if not paid within 30 days. In the event Renter fails to maintain the insurance coverage required by this Agreement, AT may, in its sole discretion, obtain such insurance at Renter's expense or terminate this Agreement and require the Item to be returned to AT in accordance with this Agreement.

5. Renter agrees to provide evidence of Workers Compensation Coverage if Renter is determined to be subject to Workers Compensation Statutes in any state of which Renter shall operate.

6. Renter agrees that if the Item is sublet to any individual or organization, Renter shall not be released but shall remain bound by the terms and conditions of this Agreement; provided, however, that Renter shall not be entitled to sublet the Item without the prior written consent of AT, which may be withheld, conditioned or delayed in AT's sole discretion.

7. Renter agrees to provide any additional coverage that would be subject to state statutes relative to any states Renter may operate in or travel in during the term of this Agreement, including but not limited to Uninsured Motorists, Underinsured Motorists or No-Fault coverage.

8. Should the Item need to be repaired, AT has the first option of repairing it. If another entity repairs the Item, any and all receipts and certifications of work done will be turned over to AT immediately.

9. AT has first right of refusal from the insurance company or the provider of the aforementioned equivalent coverage should the Item be considered a total loss.

10. Should the Item be considered a total loss, AT will be paid the following retail value: \$47,800. The foregoing notwithstanding, rental charges owed pursuant to this Agreement shall continue to accrue until the date on which final payment of the retail value is made to AT, and Renter shall be responsible for payment of the same.

**Indemnification**, to the extend provided by law,

11. Renter agrees to release, pay on behalf of, and hold AT harmless from and against any and all claims, demands, suits, causes of action or judgments for death or injury to persons, or loss or damage to property arising out of or caused by the ownership, maintenance, leasing, repair, possession, use or operation of any vehicle covered by this Agreement, including but not limited to the following:

(a) Operation of the Item in contravention of applicable laws or terms and conditions hereof, which may limit the Renter's insurance. (Renter is responsible for the condition of the Item and all overhead damage regardless of any insurance arrangement. In case of accident, rental charges will continue during the downtime of the Item.)

(b) Any and all losses, damages, costs and expenses incurred because of injury or damage sustained by any occupant of said Item, including without limitation: (i) Renter, Renter's employees, family members, agents or representatives (ii) loss or damage to cargo or property owned by or in the possession of Renter, Renter's employees, agents, or representatives or occupants.

(c) All loss, damage, cost and expense resulting from Renter's violation of any term of this Agreement or breach of Renter's warranties which may be expressed herein.

(d) The value of all fires, tools and accessories damaged lost or stolen from the Item.

(e) All cost of retaking the Item, including but not restricted to attorney's fees and court costs.

(f) Any fines or penalties including forfeiture or seizure resulting from the use of the Item.

(g) All claims for damages which Renter or any other party may sustain as a result of any actions taken by AT under paragraphs 12 through 14 hereof.

(h) All costs of defense and expenses of every kind, including attorney's fees incurred in connection with any suits or claims related to paragraphs 12 through 14 hereof.

#### Return of Item

12. Renter agrees to return the Item to AT, with all original equipment and accessories, at the place from which the Item was delivered to Renter, unless a different place of return is designated on Page 1 of this Agreement. Renter shall return the Item at the time designated on Page 1 provided, however, that if AT makes written demand sent by prepaid registered mail to Renter's address shown herein, Renter shall return the Item at the earlier time so specified. If no time is designated on Page 1 for the return of the Item, Renter agrees to return the Item no later than three (3) days after the date inserted in the Rent End Date section on Page 1. In the event that the Item is rented for a period longer than one week, Renter shall return the Item to AT for routine maintenance and inspection at such times as requested by AT.

13. In the event Renter fails to return the Item to the place specified in this Agreement within three (3) days after the time specified herein or from any earlier date specified in the written demand by AT, such failure shall constitute an unauthorized taking, use and operation of the Item and AT may thereafter consider such Item stolen and take steps as it deems necessary to recover it, including, without limitation, disabling the Item through any ignition blocking devices that AT may choose, in its sole discretion, to install in the Item. Renter shall be responsible for any loss of or damage to, or costs associated with the use of, any such blocking devices installed in the Item.

14. AT reserves the right to inspect the Item at any time during the term of this rental, wherever the Item may be located, and to terminate this Agreement should it find the Item has been abused or misused.

#### Rental termination

15. AT may terminate this Agreement and recover the Item wherever it may be located for any violation or default by Renter of the terms of this Agreement, including, but not limited to, any of the following reasons:

a. The rental payment is not received within 7 days of due date.

b. The insurance requirements are not met.

c. The Renter's license validity changes.

d. The Item is abused.

e. The Item is not returned as agreed, in which case AT may act to have the Item picked up at the expense of the Renter.

#### Maintenance and care

16. Renter agrees, at its own expense, to maintain the Item in good working order, properly serviced and, if possible, garaged, including making all necessary repairs and replacements. Renter shall pay for all labor, materials and parts required for the proper operation and

INITIALS:

protection of the Item, including, but not limited to expendable items such as fuel, lubrication, cable, end bits, cutting edges, anti-freeze, belts, hoses and filters as well as tire repair or replacement (less allowance for reasonable depreciation). Renter's maintenance obligations include, without limitation, the obligation to comply with all Department of Transportation standards and regulations, including the cost of any inspections and any fines that may be imposed for failure to so maintain.

**General provisions**

17. AT reserves the right to not rent vehicles to any person who has 2 or more moving violations in the last 12 months or more than 4 in 3 years, as well as to persons with major violations such as but not limited to the following: DUI (or the equivalent in any jurisdiction), reckless or careless driving in the last 3 years. Renter's appointment of any agent not meeting this criteria shall be deemed a breach of this Agreement and entitle AT to take any action allowed by this Agreement or at law.


18. Renter agrees to allow AT to charge the credit card on file for all charges that are overdue or on demand as stated in paragraph 3 of this Agreement, in the event Renter fails to pay any invoice within seven (7) days following the due date thereof.

19. Renter acknowledges and agrees by his or her signature that he or she has read and is aware of the terms and conditions concerning the use of the Item and thereby, on behalf of Renter, accepts full responsibility for it as herein defined. This Agreement contains the entire agreement between Renter and AT, and it is agreed that these terms may only be amended by a writing specifically referencing this Agreement and executed by Renter and AT.

20. ALL ITEM(S) RENTED OR LEASED THROUGH AT ARE WITHOUT WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Renter is responsible for the unloading of any items delivered by AT or its agent, and to bear all related costs. Renter shall indemnify, defend and hold AT harmless for claims, losses, damages, (including damages for lost profits or revenues), expenses (including attorney's fees and court costs), or liabilities arising from any claims made against AT relating to this Agreement. AT authorizes no other party to act on its behalf to modify the terms of this Agreement. Violating any terms of this Agreement may result in forfeiture of Renter's deposit, earnest money, other security or assets. AT may redress any open accounts it has with Renter to regain the equivalent value of said forfeiture. Disputes over this Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota, in which Jackson County shall be the exclusive forum for all actions, proceedings or litigation. In the event the operation of any portion of this Agreement should result in a violation of any law, the remaining portions shall remain in full force and effect.

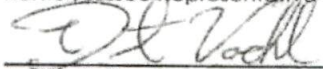
21. This Agreement is binding on each party at the time when both signatures have been affixed. Each person who signs this contract and/or the accompanying Rental Invoice avers that any reproduction of their signature or reproduction of these documents should be treated and accepted as originals if such reproductions were made by reliable means (for example: microfilm, print-out of scanned image, photocopy, facsimile or similar means) and within the meaning of applicable law for all purposes.

22. The parties agree to the terms and conditions herein set forth and to the terms of the accompanying Rental Invoice.

\*   
Renter/Lessee Representative

7-10-24  
Date

\* Hon. H.M. Davenport  
Renter/Lessee Representative (PRINTED)

 Sales  
Active Trailers Representative

6-26-24  
Date

# Form ST3, Certificate of Exemption

**Purchaser:** Complete this certificate and give it to the seller.

**Seller:** If this certificate is not completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked. This certificate remains in force as long as the purchaser continues making purchases or until otherwise cancelled by the purchaser.

Check if this certificate is for a single purchase and enter the related invoice/purchase order # \_\_\_\_\_

If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make purchases for a specific job. Enter the exempt entity name and specific project:

Exempt entity name Navarro County, Texas Project description \_\_\_\_\_  
a political subdivision of the State of Texas

Name of Purchaser \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

Purchaser's Tax ID Number \_\_\_\_\_ State of Issue \_\_\_\_\_

If no tax ID number, Enter one of the following: FEIN \_\_\_\_\_ Driver's license number/State issued ID number \_\_\_\_\_  
 State of Issue \_\_\_\_\_ Number \_\_\_\_\_

Name of seller from whom you are purchasing, leasing, or renting \_\_\_\_\_

Seller's Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

**Type of Business**

- |  |  |
|--|--|
| <input type="checkbox"/> 01 Accommodation and food services            | <input type="checkbox"/> 11 Transportation and warehousing     |
| <input type="checkbox"/> 02 Agricultural, forestry, fishing, hunting   | <input type="checkbox"/> 12 Utilities                          |
| <input type="checkbox"/> 03 Construction                               | <input type="checkbox"/> 13 Wholesale trade                    |
| <input type="checkbox"/> 04 Finance and insurance                      | <input type="checkbox"/> 14 Business services                  |
| <input type="checkbox"/> 05 Information, publishing and communications | <input type="checkbox"/> 15 Professional services              |
| <input type="checkbox"/> 06 Manufacturing                              | <input type="checkbox"/> 16 Education and health-care services |
| <input type="checkbox"/> 07 Mining                                     | <input type="checkbox"/> 17 Nonprofit organization             |
| <input type="checkbox"/> 08 Real estate                                | <input type="checkbox"/> 18 Government                         |
| <input type="checkbox"/> 09 Rental and leasing                         | <input type="checkbox"/> 19 Not a business (explain) _____     |
| <input type="checkbox"/> 10 Retail trade                               | <input type="checkbox"/> 20 Other (explain) _____              |

**Reason for Exemption (See Instructions)**

- |   |  |
|---|--|
| <input type="checkbox"/> A Federal government (department) _____  | <input type="checkbox"/> J Agricultural production   |
| <input type="checkbox"/> B Specific government exemption _____  | <input type="checkbox"/> K Industrial production/manufacturing   |
| <input type="checkbox"/> C Tribal government (name) _____   | <input type="checkbox"/> L Direct pay authorization  |
| <input type="checkbox"/> D Foreign diplomat # _____   | <input type="checkbox"/> M Multiple points of use (services, digital goods, or computer software delivered electronically) |
| <input type="checkbox"/> E Charitable organization # _____  | <input type="checkbox"/> N Direct mail   |
| <input type="checkbox"/> F Educational organization # _____   | <input type="checkbox"/> O Other (enter number from instructions) _____  |
| <input type="checkbox"/> G Religious organization # _____   | <input type="checkbox"/> P Percentage exemption  |
| <input type="checkbox"/> H Resale   | <input type="checkbox"/> Advertising (enter percentage) _____ %  |
| <input type="checkbox"/> I Qualifying capital equipment (see instructions when equipment claimed is part of a construction project) | <input type="checkbox"/> Utilities (enter percentage) _____ %  |
|   | <input type="checkbox"/> Electricity (enter percentage) _____ %  |

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY: If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of Authorized Purchaser [Signature] Print Name Here H.M. Davenport, Jr. Title Navarro County Judge Date 7-10-24

# Form ST3 Instructions

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Fact sheets and industry guides are available on our website at [www.revenue.state.mn.us](http://www.revenue.state.mn.us).

## Purchasers

Complete this certificate and give it to the seller. Include your Minnesota tax identification number if you have one. Do not send it to the Minnesota Department of Revenue.

**Note:** You are responsible for knowing if you qualify to claim exemption from tax and will be held liable for any use tax, interest and possible penalties due if the items you purchased are not eligible for exemption.

## Sellers

Keep this certificate as part of your records. Accepting a completed exemption certificate relieves you from collecting the tax. If this certificate is not completed, you must charge sales tax. You may be required to provide this exemption certificate (or the data elements required on the form) to the state to verify this exemption.

## Exemption Descriptions

Use these descriptions to complete the **Reason for Exemption** section.

**A. Federal government** — Enter the name of the department. The seller must obtain a purchase order, payment voucher, work order, a completed Form ST3 or similar documentation to show the purchase was from the federal government. See the *Government - Federal Government Industry Guide*.

**B. Specific government exemptions** — Enter the specific exemption from the list below.

- Ambulance services
- Biosolids processing equipment
- Bullet-resistant body armor
- Chore/homemaking services
- Correctional facility meals or drinks
- Emergency rescue vehicle repair and replacement parts
- Emergency vehicle accessory items
- Firefighter equipment
- Hospitals
- Libraries
- Local Governments
- Metropolitan Council
- Nursing homes
- Petroleum products used by government
- Regionwide public safety radio communication system
- Solid waste disposal facility
- State or local government agency from another state
- Transit program vehicles
- Water used directly in providing fire protection

See *Fact Sheet 142, Sales to Governments*, *Fact Sheet 135, Fire Fighting, Police and Emergency Equipment*, *Government - Local Governments Industry Guide*, and *Fact Sheet 139, Libraries*.

**C. Tribal government** — All sales to tribal governments are exempt. Enter the name of the tribe. See *Fact Sheet 160, Tribal Governments and Members*.

**D. Foreign diplomat** — Sales tax exemption cards are issued to some foreign diplomats and consular officials stationed in this country. Enter the number issued to the foreign diplomat. See the *Government - Federal Government Industry Guide*.

**E. Charitable organizations** — Must be operated exclusively for charitable purposes. You must apply for and receive exempt status authorization from the department. Some nonprofit organizations do not qualify for sales tax exemption. This exemption may not be used for the purchase of lodging or prepared food. See the *Nonprofit Organizations Industry Guide*.

**F. Educational organizations** — Educational organizations operated exclusively for educational purposes must use Form ST3 on qualifying purchases. Organizations such as nonprofit professional and trade schools, scouts, youth groups, youth athletic and recreational programs, etc., operated exclusively for educational purposes must apply for exempt status authorization from the department and use Form ST3 on qualifying purchases. This exemption may not be used for the purchase of lodging or prepared food. See the *Nonprofit Organizations Industry Guide*.

## Form ST3 instructions (continued)

- G. Religious organizations** — Churches and other religious organizations operated exclusively for religious purposes can use Form ST3 without exempt status authorization or may apply for exempt status authorization from the department. This exemption may not be used for the purchase of lodging or prepared food. See the *Nonprofit Organizations Industry Guide*.
- H. Resale** — Items or services must be purchased for resale in the normal course of business. You may not use this exemption if the vendor is restricted by federal or state law from selling certain products for resale. **Liquor retailers cannot sell alcoholic beverages exempt for resale.** *M.S. 340A.505*
- I. Qualifying Capital Equipment** — Machinery and equipment purchased or leased primarily for manufacturing, fabricating, mining, or refining tangible personal property to be sold ultimately at retail if the machinery and equipment are essential to the integrated production process.
- Additional information needs to be provided when the CE exemption is claimed for a construction project that would normally be considered an improvement to real property. The purchaser must provide documentation to the contractor to identify the exempt portion of the project.
- See *Fact Sheet 103, Capital Equipment* and *Fact Sheet 128, Contractors*.
- J. Agricultural production** — Materials and supplies used or consumed in agricultural production of items intended to be sold ultimately at retail. Does not cover furniture, fixtures, machinery, tools (except qualifying detachable tools and special tooling) or accessories used to produce a product. See the *Agricultural and Farming Industry Guide*.
- K. Industrial production** — Materials and supplies used or consumed in industrial production of items intended to be sold ultimately at retail. Does not cover furniture, fixtures, machinery, tools (except qualifying detachable tools and special tooling) or accessories used to produce a product. See *Fact Sheet 145, Industrial Production*.
- L. Direct pay** — Allows the buyer to pay sales tax on certain items directly to the state instead of to the seller. Applicants must be registered to collect sales tax in order to qualify and must apply for and receive direct pay authorization from the department. The State of Minnesota (all state agencies) has direct pay authorization. This means state agencies pay sales tax directly to the department, rather than to the seller. Direct pay authorization may not be used for meals and drinks; lodging or related lodging services; admissions to places of amusement or athletic events, or use of amusement devices; motor vehicles; certain services; or memberships to sports and athletic facilities. If you sell any of the excluded items, you should charge sales tax.
- M. Multiple points of use** — Taxable services, digital goods, or electronically delivered computer software that is concurrently available for use in more than one taxing jurisdiction at the time of purchase. Purchaser is responsible for apportioning and remitting the tax due to each taxing jurisdiction.
- N. Direct mail** — Allows the buyer to pay sales tax on direct mail directly to the state instead of to the seller. Direct mail is printed material that meets the three following criteria:
- It is delivered or distributed by U.S. Mail or other delivery service.
  - It is sent to a mass audience or to addresses on a mailing list provided by the purchaser or at the direction of the purchaser.
  - The cost of the items is not billed directly to recipients.
- O. Other exemptions** —
1. **Aggregate delivered by a third party hauler to be used in road construction.** Charges for delivery of aggregate materials by *third party haulers* are exempt if the aggregate will be used in road construction.
  2. **Airflight equipment.** The aircraft must be operated under Federal Aviation Regulations, parts 91 and 135. See the *Aircraft Industry Guide*.
  3. **Ambulance services** — privately owned (leases of vehicles used as an ambulance or equipped and intended for emergency response). Must be used by an ambulance service licensed by the EMS Regulatory Board under section 144E.10. See *Fact Sheet 135, Fire Fighting, Police, and Emergency Equipment*.
  4. **Aquaculture production equipment.** Qualifying aquaculture production equipment, and repair or replacement parts used to maintain and repair it. See the *Agricultural and Farming Industry Guide*.
  5. **Automatic fire-safety sprinkler systems.** Fire-safety sprinkler systems and all component parts (including waterline expansions and additions) are exempt when installed in an existing residential dwelling, hotel, motel or lodging house that contains four or more dwelling units.
  6. **Coin-operated entertainment and amusement devices** are exempt when purchased by retailers who (1) sell admission to places of amusement, or (2) make available amusement devices. See *Fact Sheet 158, Vending Machines and Other Coin-Operated Devices*.
  7. **Construction exemption for special projects under M.S. 297A.71.** Certain purchases for the construction of a specific project or facility are exempt under M.S. 297A.71, such as waste recovery facilities. This exemption does not apply to projects for which you must pay sales or use tax on qualifying purchases and then apply for a refund.
  8. **Exempt publications.** Materials and supplies used or consumed in the production of newspapers and publications issued at average intervals of three months or less. Includes publications issued on CD-ROM, audio tape, etc. See *Fact Sheet 109, Printing Industry*.



## Form ST3 Instructions (continued)

9. **Farm machinery.** Qualifying farm machinery, and repair or replacement parts (except tires) used to maintain and repair it. See the *Agricultural and Farming Industry Guide*.
10. **Handicapped accessible (residential building materials).** Building materials and equipment purchased by nonprofit organizations, if the materials are used in an existing residential structure to make it handicapped accessible, and the homeowner would have qualified for a refund of tax paid on the materials under M.S. 297A.71, subd. 11 or subd. 22. Nonprofit organizations include those entities organized and operated exclusively for charitable, religious, educational or civic purposes; and veteran groups exempt from federal taxation under IRC 501(c)(19).
11. **Handicapped accessible (vehicle costs).** Conversion costs to make vehicles handicapped accessible. Covers parts, accessories and labor.
12. **Herbicides for use on invasive aquatic plants.** Starting July 1, 2019, herbicides used under an invasive aquatic plant management permit are exempt from sales tax. The exemption only applies to herbicides labeled for use in water and registered with the Department of Agriculture for use on invasive aquatic plants. The herbicides must be purchased by lakeshore property owners, a lakeshore property association, or a contractor hired to provide invasive aquatic plant management.
13. **Horse materials.** Covers consumable items such as feed, medications, bandages and antiseptics purchased for horses. Does not cover machinery, tools, appliances, furniture and fixtures. See the *Veterinary Practice Industry Guide*.
14. **Hospitals and outpatient surgical centers.** Sales to a hospital and outpatient surgical center are exempt if the items purchased are used in providing hospital or outpatient surgical services. (M.S. 297A.70, subd. 7)
15. **Instructional materials** required for study courses by college or private career school students (M.S. 297A.67, subd. 13a)
16. **Logging equipment.** Qualifying logging equipment, and repair or replacement parts (except tires) used to maintain and repair it. See *Fact Sheet 108, Logging Equipment*.
17. **Materials used for business outside Minnesota** in a state where no sales tax applies to such items; or for use as part of a maintenance contract. This exemption applies only if the items would not be taxable if purchased in the other state (e.g., a state that does not have sales tax).
18. **Materials used to provide certain taxable services.** Materials must be used or consumed directly in providing services taxable under M.S. 297A.61, subd. 3(g)(6).
19. **Medical supplies for a health-care facility.** Purchases by a licensed health care facility, outpatient surgical center or licensed health-care professional of medical supplies used directly on a patient or resident to provide medical treatment. The exemption does not apply to equipment, lab or radiological supplies, etc. See *Fact Sheet 172, Health Care Facilities*.
20. **Motor carrier direct pay (MCDP).** Allows motor carriers to pay tax directly to the state when they lease mobile transportation equipment or buy certain parts and accessories. Applicants must be registered for sales tax in order to apply. You must apply for and receive MCDP authorization from the Department of Revenue. See the *Motor Vehicle Industry Guide*.
21. **Nonprofit snowmobile clubs.** Certain machinery and equipment is exempt when used primarily to groom state (or grant-in-aid) trails. Prior certification from DNR must be received.
22. **Nursing homes and bonding care homes.** Sales to nursing homes and boarding care homes are exempt. Nursing homes must be licensed by the state. Boarding care homes must be certified as a nursing facility.
23. **Packing materials.** Packing materials used to pack and ship household goods to destinations outside of Minnesota.
24. **Poultry feed.** The poultry must be for human consumption.
25. **Preexisting construction bids and contracts.** Tangible personal property or services purchased in relation to a preexisting construction bid or contract are exempt from a new local tax or a tax rate increase for six months from the effective date of the new local tax or rate increase. This exemption is only for the change in tax on items or services purchased during the transitional period. The preexisting bid must be submitted and accepted before the effective date of the tax change and the building materials or services must be used pursuant to an obligation of the bid. A construction contract must have documentation of a bona fide written lump-sum or fixed price construction contract in force from before the effective date of the tax change.
26. **Prizes.** Items given to players as prizes in games of skill or chance at events such as community festivals, fairs and carnivals lasting fewer than six days.
27. **Purchasing agent.** Allows a business who has been appointed as a purchasing agent by an exempt organization to make purchases exempt from sales tax. All documentation pertaining to the purchasing agent agreement is kept by the purchasing agent to verify exemption.
28. **Repair or replacement parts used in another state or country** as part of a maintenance contract. This does not apply to equipment or tools used in a repair business.
29. **Resource recovery facilities.** Applies to equipment used for processing solid or hazardous waste (after collection and before disposal) at a resource recovery facility. You must apply for and receive approval from the department.

## Form ST3 Instructions (continued)

30. **Rolling-stock for railroad use.** Railroad businesses involved in interstate or intrastate commerce can buy certain rolling-stock items exempt. See the *Transportation Service Providers Industry Guide*.
31. **Senior citizen groups.** Groups must limit membership to senior citizens age 55 or older, or under 55 but physically disabled. They must apply for and receive exempt status authorization from the department.
32. **Ship repair or replacement parts and lubricants.** Repair or replacement parts and lubricants for ships and vessels engaged principally in interstate or foreign commerce. See the *Transportation Service Providers Industry Guide*.
33. **Ski areas.** Items used or consumed primarily and directly for tramways at ski areas, or in snowmaking and snow-grooming operations at ski hills, ski slopes or ski trails. Includes machinery, equipment, water additives and electricity used in the production and maintenance of machine-made snow.
34. **Solar energy system** means a set of devices whose primary purpose is to collect solar energy and convert and store it for useful purposes including heating and cooling buildings or other energy using processes, or to produce generated power by means of any combination of collecting, transferring, or converting solar-generated energy.
35. **Taconite production items.** Mill liners, grinding rods and grinding balls used in taconite production if purchased by a company taxed under the in-lieu provisions of M.S. 298 if they are substantially consumed in the production of taconite. See *Fact Sheet 147, Taconite and Iron Mining*.
36. **Telecommunications, cable television and direct satellite equipment** used directly by a service provider primarily to provide those services for sale at retail. See *Fact Sheet 119, Telecommunications, Pay Television, and Related Services*. **This exemption was not in effect from July 1, 2013 through March 31, 2014.**
37. **Textbooks** required for study to students who are regularly enrolled.
38. **Tribal government construction contract.** Materials purchased on or off the reservation by tribal government or non-tribal government contractors and subcontractors for use in construction projects on the reservation when the tribe or a tribally owned entity is a party to the contract, and the contract is being undertaken for the purpose of the tribe's welfare. It does not extend to the purchase or lease of equipment or tools for use on the project.
41. **TV commercials.** Covers TV commercials and tangible personal property primarily used or consumed in preproduction, production or post-production of a TV commercial. Includes rental equipment for preproduction and production activities only. (Equipment purchased for use in any of these activities is taxable.) See *Fact Sheet 163, TV Commercials*.
42. **Veteran organizations.** Limited exemption applies to purchases by veteran organizations and their auxiliaries if they are organized in Minnesota and exempt from federal income tax under IRC Section 501(c)(19); and the items are for charitable, civic, educational or nonprofit use (e.g. flags, equipment for youth sports teams, materials to make poppies given for donations).
43. **Waste-management containers and compactors** purchased by a waste-management service provider to use in providing waste-management services that are subject to solid-waste management tax.
44. **Wind energy systems.** Wind energy conversion systems and materials used to construct, install, repair or replace them.

### P. Percentage Exemptions —

- **Advertising materials:** Percentage exemptions may be claimed for advertising materials for use outside of Minnesota or local taxing area. Purchaser must enter exempt percentage on Form ST3. See *Fact Sheet 133, Advertising*.
- **Utilities:** Exemption applies to percent of utilities used in agricultural or industrial production. General space heating and lighting is not included in the exemption. Purchaser must enter exempt percentage on Form ST3. See the *Agricultural and Farming Industry Guide* and *Fact Sheet 129, Utilities Used in Production*.
- **Electricity:** Exemption applies to percent of electricity used to operate enterprise information technology equipment, or used in office and meeting spaces, and other support facilities in support of enterprise information technology equipment. Purchaser must enter exempt percentage on Form ST3. See *Revenue Notice 16-07: Sales Tax – Exemptions – Qualified Data Centers*.

## Forms and Information

Website: [www.revenue.state.mn.us](http://www.revenue.state.mn.us)

Email: [SalesUse.Tax@state.mn.us](mailto:SalesUse.Tax@state.mn.us)

Phone: 651-296-6181 or 1-800-657-3777



## INSURANCE CERTIFICATE REQUIREMENTS

Customer/Company Name: Navarro County Precinct II

Address: 300 West 3rd Avenue

City/State/Zip Code: Corsicana, TX 75110

Year: 2017

Make: Travis

Vin#: 48XEP392XH1011746

\$1000.00 Comp/Collision Deductible

Unit \$ Value: \$47,800

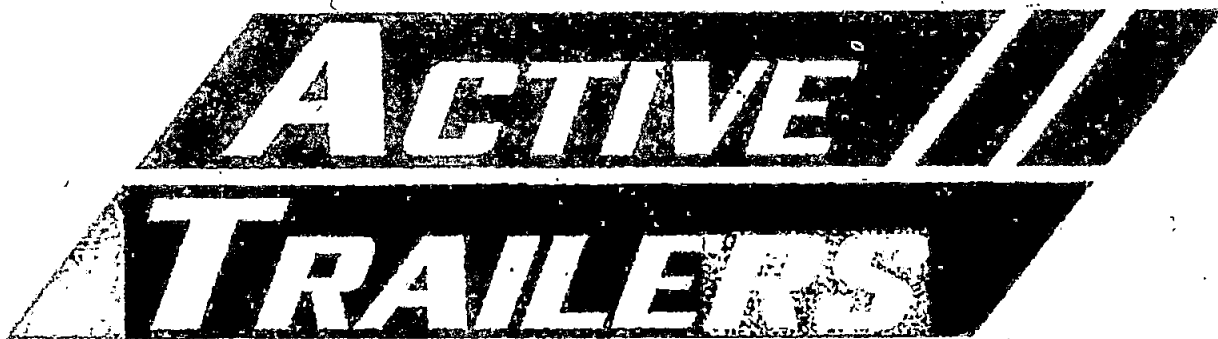
**Erickson Truck N Parts Needs to be listed as Additional Insured and Loss Payee.**

Certificate Holder needs to be listed as:

Erickson Trucks N Parts  
PO Box 351  
Jackson, MN 56143

**Email this to your insurance agent**

Email completed form to [ads@ericksontrucks.com](mailto:ads@ericksontrucks.com)



**Domestic and International  
Money Wire Instructions ONLY**

(Will **NOT** work for ACH payment)

<b>Receiving Bank:</b>	Austin Bank
<b>Bank Address:</b>	2745 S Loop 256 Palestine, TX 75801
<b>Routing #:</b>	113103276
<b>Account Name:</b>	Erickson Trucks N Parts
<b>Account:</b>	909015345
<b>Acct. Address:</b>	8049 US Hwy 79 Palestine, TX 75801