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## Equipment Rental Agreement

THIS EQUIPMENT RENTAL AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN**

**City of LaCrosse of 400 LaCrosse Street, Lacrosse, Wisconsin, 54601**  
(the "Lessor")

OF THE FIRST PART

-and-

**METCO of 102 Enterprise Drive, Hillsboro, Wisconsin, 54634**  
(the "Lessee")

THE SECOND PART

(the Lessor and Lessee are collectively the "Parties")

**IN CONSIDERATION** of the mutual covenants and promises in this Agreement, the sufficiency of which the Parties acknowledge, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

### Definitions

1. The following definitions are used but not otherwise defined in this Agreement:
  1. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
  2. "Equipment" means:
    - One (1) 100 Gallon Moody Prover;**
    - Two (2) 5 Gallon Calibration Buckets;**
    - One (1) 5 Gallon Calibration Bucket on Wheels.**
  3. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

### Lease

2. The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.
- Term
3. The Lease commences on the **15th day of October, 2011** and will be for a term of **6 months** (the "Term").



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**Rent**

- 4. The total rent for the Equipment will be **\$1,200.00** (the "Rent"). The Rent will be paid in installments of **\$200.00 each month**, in advance, **beginning on the 15<sup>th</sup> day of October, 2011** and will be paid on the 15<sup>th</sup> day of each succeeding month throughout the Term.
- 5. The Lessee has the **option to automatically renew** this lease agreement at the end of the six month term for another six months at the same payment of \$200.00 each month (totaling another \$1200.00).

**Delivery of Equipment**

- 6. The Lessee will, at the Lessee's own expense and risk, pick up and transport the Equipment from 400 LaCrosse Street, LaCrosse, Wisconsin, 54601.

**Use of Equipment**

- 7. The Lessee will pay for all calibration/certification costs of the above equipment (approx \$750.00) and reserves the right to refuse the lease agreement if the equipment does not pass certification.
- 8. The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
- 9. The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose.
- 10. Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

**Repair of Equipment**

- 11. The Lessee will, at the Lessee's own expense, keep the Equipment in good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessee will supply all parts that are necessary to keep the Equipment in such a state.

**Insuring Equipment**

- 12. The Lessee will, at the Lessee's own expense, insure the above named leased equipment for no less than "Casualty Value" as defined in 1.1 above or fair market value of such used equipment at the time of this agreement. New equipment replacement value will not be provided in the event of a total loss.

If Lessee is a corporation, each person executing this lease represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation. Those persons further represent that the terms of this lease are binding upon the corporation.

In Witness Whereof, the undersigned LESSOR and LESSEE execute this lease to be effective as of the day and date first above written.

LESSEE

LESSOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name