

EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT ("Lease") is made this _____ day of _____, between

Lessor: The Town of Grant

at 9011 County Road WW, Wisconsin Rapids, Wisconsin 54494; and

Lessee: _____ (Name)

at _____ (Address).

(hereinafter "Lessor" and "Lessee" are sometimes collectively referred to as the "Parties").

Lessor desires to lease to Lessee, and Lessee hereby leases from Lessor, certain tangible personal property. NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. Lease. Lessor hereby leases to Lessee, and Lessee leases from Lessor, a pull-behind grader (the "Equipment").

2. Term. The term of this Lease shall be for one (1) day, _____ (Date), beginning at _____ a.m. and ending at _____ p.m. (the "Term").

3. Fee/Deposit. Lessor agrees to pay to Lessor Twenty and 00/100 Dollars (\$20.00) for use of the Equipment, paid before delivery of said Equipment to Lessee by Lessor. Upon delivery of the Equipment back to Lessor, Ten and 00/100 Dollars (\$10.00) shall be reimbursed by Lessor.

4. Loss or Damage. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. If the Equipment is lost, stolen, or damaged, Lessee will promptly notify Lessor of such event. In no event shall any loss or damage to the Equipment or any part thereof impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease. In the event of loss or damage of any kind whatsoever to the Equipment, Lessee shall, at Lessor's option: (i) promptly repair the Equipment to return it to good working order; or (ii) replace the Equipment with like equipment in good repair, condition, and working order, free and clear of all liens and encumbrances; or (iii) pay to the Lessor to replacement the Equipment.

5. Disclaimer of Warranties. LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER,

INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR A PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY OR ACCIDENTAL BREAKAGE THEREOF.

6. Indemnity. Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, demands, actions, suits, proceedings, costs, expenses, damages, judgments, and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from the Equipment or the Lease including, without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance, or return of the Equipment. Lessee shall further defend, indemnify, and hold Lessor harmless from all loss and damage to the Equipment during the rental period. Lessee acknowledges and agrees that Lessee assumes any and all liability for injury, disability, or death of any person caused by the operation, use, maintenance, control, handling, or transportation of the Equipment during the Term of this Lease.

7. Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

8. Assignment. Lessee shall not assign this Lease or its interest in the Equipment, for security or otherwise, without Lessor's prior written consent.

9. Entire Agreement. This Lease constitutes the entire agreement between the Parties on the subject matter hereof and it may not be amended, altered, or changed except by a further writing signed by the Parties hereto.

10. Reliance. Each party acknowledges that it has had full opportunity to consult with such legal and financial advisors as it has deemed necessary or advisable in connection with its decision knowingly to enter into this Lease. Neither party has executed this Lease in reliance on any representations, warranties or statements that the other party has made, other than those representations, warranties and statements made under this Lease.

11. Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law

12. No Waiver. No waiver of a breach of this Lease shall be deemed a waiver of any other breach of the same or any other provision of this Lease.

13. Governing Law. This Lease shall be governed by, and shall be interpreted in accordance with, the substantive laws of the State of Wisconsin.

THE TOWN OF GRANT,
Lessor

Lessee

By: _____

By: _____

Its: _____