

## **EQUIPMENT LEASE AGREEMENT**

This Equipment Lease Agreement (Agreement), is between the City of Reno, on behalf of the Reno Fire Department located at 1 E. 1<sup>st</sup> St, 4<sup>th</sup> Floor, Reno, NV 89501, hereinafter called "Lessee", and Truckee Meadows Fire Protection District, a political subdivision of the State of Nevada, located at 1001 E. 9<sup>th</sup> St, Building D, 2<sup>nd</sup> Floor, Reno, NV 89520, hereinafter called "Lessor". This Agreement becomes effective when signed by all parties. This Agreement is entered into under the provisions of NRS 277.180 and all related provisions, including but not limited to 277.180(2)(b) and 277.180(3)(d).

### **THE FOLLOWING TERMS AND CONDITIONS APPLY:**

1. Lessor shall lease to Lessee for a period not less than six (6) months, one (1) 2003 Pierce Quantum Pumper vehicle ("vehicle"), (VIN 4P1CT02H33A003424) at a rental rate of \$3,000 per month. The rental period shall commence on the effective date of this Agreement and shall terminate upon return of the vehicle to Lessor. In no event shall the rental period exceed the amount of time that would result in the rent owed to Lessor amounting to over \$49,999.00.
2. The vehicle shall only be used for its intended use as Type 1 fire apparatus. Usage limits shall not exceed 2,000 miles per month and 240 hours per month. Any monthly usage over these amounts allowed will be billed to and paid by the Lessee at the rate of \$1.50 per mile or \$25.00 per hour over these prescribed limited. Excess monthly mileage and hours will be invoiced to the Lessee on either the anniversary date, or upon termination of this lease, at Lessee's election. These charges are subject to the financial limits in Section 1.
3. Except as otherwise prohibited by law, Lessee agrees to pay a late charge of 1.5% per month on all overdue payments in excess of thirty (30) days. All payments shall be payable to the Lessor.
4. This lease is a net lease and Lessee shall not be entitled to any abatement of, reduction of or offset against lease payment for any reason whatsoever. Lessee shall pay Lessor on a monthly basis all rental amounts described in this lease.
5. Lessee shall obtain and pay for all necessary import duties, tariffs, licenses, permits, inspections and fees necessary for the lawful transport to the Lessee's site and return to the Lessor's site at lease expiration. Lessee shall obtain and pay for all necessary licenses, permits, inspections and fees necessary for the lawful operation of said vehicle while in the Lessee's possession.
6. Lessee shall obtain and maintain and keep the equipment insured against all risk of loss or damage in an amount not less than the replacement cost of the equipment, which will be determined solely by the Lessor. The property shall be insured for its full replacement value.

7. Lessee shall obtain and maintain insurance for the term of this lease, commercial general liability insurance and commercial auto liability insurance covering both personal injury and property damage including completed operations. The parties acknowledge that the Lessee is a self-insured local government and that this self-insurance fulfills the terms and conditions of this Agreement. The Lessor shall be carried as co-insured and as a loss payee. If requested, Lessee will provide proof of insurance to Lessor.
8. The Lessee shall be responsible for maintenance and repairs. Lessee at its own cost and expense is required to keep the equipment in good repair, condition and working order, except for ordinary wear and tear, and shall supply all parts and service required.
9. A routine preventive maintenance program shall be the responsibility of the Lessee, i.e. filter changes, lubrications testing, inspections and necessary adjustments of components or systems.
10. The vehicle, its components and all apparatus shall be delivered in proper working order. Lessee shall be responsible for all damage of any character to property during the lease. The Lessee shall protect the vehicle from adverse weather conditions including extreme cold and extreme heat. Any and all damage resulting from weather conditions shall be the sole responsibility of the Lessee. Should an incident occur in which damage is done to said vehicle during the lease, the Lessee shall notify Lessor within twenty-four (24) hours. The Lessee shall restore the vehicle to a condition equal to that existing before damage was done, or it shall make good such damage in an acceptable manner.
11. Responsibility for Claims: The Lessee shall indemnify and hold harmless Truckee Meadows Fire Protection District and all of its representatives from all suits, actions or damages sustained by any person or property in consequence of any neglect by Lessee in safe guarding said vehicle or on account of any act or omission by Lessee.
12. Lessee agrees to assume the risk of liability arising from the possession or use of the equipment. Lessee assumes this risk on behalf of itself, its representatives, employees, and volunteers. Additionally, Lessee agrees that its acceptance of the equipment and vehicle constitute an acknowledgment that they are in acceptable working order. Prior to acceptance of the equipment and the vehicle, Lessee and Lessor shall jointly inspect the vehicle and equipment to ensure that the equipment and the vehicle are in good working order. Inventory sheets of equipment will be completed. Upon taking possession of the vehicle and equipment, Lessee shall be solely responsible for continued inspections and maintenance as provided elsewhere in this lease.
13. Lessee shall be responsible for all transportation costs of the vehicle from the Truckee Meadows Fire Protection District to Lessee's final destination and subsequent return to Lessor.

14. The Lessor, upon twenty-four (24) hour notice to Lessee, shall have the right to enter the premises where the vehicle/equipment is located to confirm the existence, condition and proper maintenance of the equipment.
15. Lessee acknowledges that the title of the equipment shall at all times remain with the Lessor.
16. Lessee may not assign, sell, transfer, sublet, pledge or otherwise encumber any interest in the lease or the equipment.
17. Lessee agrees to keep Lessor and equipment free from any lien, encumbrance or any other claim, which may be asserted by any other third party.
18. Jurisdiction: The provisions of this contract shall be governed by the laws of Nevada, and any dispute arising from or related to this contract shall be addressed, and venued, in Washoe County, Nevada.
19. Failure to comply with any of the above terms shall constitute a breach of the lease agreement.
20. If any Paragraph, Statement, Clause or Provision of this lease is construed or interpreted by a court of competent jurisdiction to be void, illegal or unenforceable, such decision shall affect only those Paragraphs, Statements, Clauses or Provisions.
21. Lessor does not waive, and intends to assert, any applicable governmental immunities, including NRS chapter 41 immunities.
22. Prior to the expiration of the lease term as set forth above, this lease may be terminated by either party upon 30 days written notice to the other, provided that no rent shall be payable for any period after the vehicle and equipment have been returned in connection with the termination. Any unused time for which rent was already paid prior to termination shall be refunded to Lessee on a pro rata basis. Upon termination, Lessee shall return the vehicle and equipment to Lessor.

LESSEE:

LESSOR:

CITY OF RENO

TRUCKEE MEADOWS FIRE  
PROTECITON DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_