



a division of First Western Bank & Trust  
 100 Prairie Center Drive  
 Eden Prairie, MN 55344  
 P #: (800) 288-5088 F #: (800) 288-4959

Lessee: **Platte County R-III School District**

**LEASE AGREEMENT**  
 #: 13795301DM

998 Platte Falls Rd.

Platte City, MO 64079

Rev. 8/23/2023

**EQUIPMENT DESCRIPTION:** (2) Tennant TNTB10690 Ride On 27" B10 Battery Burnishers with accessories  
 (2) Trident R30SC 30" Ride On Disc Scrubbers with accessories  
**EQUIPMENT LOCATION:** 998 Platte Falls Rd. Platte City, MO 64079  
**SELLER:** Hillyard / Kansas City

<b>Term:</b> 24	<b>Base Payment Amount:</b> \$3,669.65	<b>Advance Payment(s):</b> \$3,669.65
<b>Number of Payments:</b> 24	<b>Applicable Sales/Use Taxes:</b> Exempt	<b>Documentation Fee:</b> \$150.00
<b>Payments to be Made:</b> Monthly	<b>Total Payment:</b> \$3,669.65	
<b>PURCHASE OPTION:</b> \$1 Buy Out		<b>Total Due in Advance:</b> \$3,819.65

**ADDITIONAL PROVISIONS:** See Equipment supplier's invoice for Equipment information

**Lease Agreement and Fees:** You (the Lessee specified above) want to acquire the above Equipment from Seller. You want Us, First Western Equipment Finance A Division of First Western Bank & Trust ("Lessor", "We", "Our") to buy the Equipment and then lease it to You. This Lease Agreement ("Lease") will begin on the date the Lease is accepted by Us. You and We are making this Lease at the Lessor's Headquarter Address. You will make all Payments to the Payment Address below or other address that We may designate in writing. By signing this Lease, You have accepted the delivered Equipment, (or You have completed an alternate form provided by Us, certifying acceptance of the delivered Equipment). We may charge You a reasonable Documentation Fee to cover Our documentation and investigation costs. This Lease is **NON-CANCELABLE FOR THE ENTIRE LEASE TERM. YOU UNDERSTAND THAT WE ARE BUYING THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF THE EQUIPMENT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS LEASE, WITHOUT SETOFFS, EVEN IF THE EQUIPMENT DOES NOT WORK PROPERLY OR IS DAMAGED FOR ANY REASON, INCLUDING REASONS THAT ARE NOT YOUR FAULT.** If any amount of a payment payable to Us is not paid when due, We may charge You a late fee equal to 15% of the payment due, plus any collection fee and expenses. You agree to pay Us a bad check charge of \$30.00 per item. **No Warranty:** We are leasing the Equipment to You "AS IS". We do not manufacture the Equipment and are not related to the Seller or manufacturer, nor do We have any agency, joint venture or partnership relationship with the Seller or the Manufacturer. You selected the Equipment and the Seller, based on Your own judgment. You may contact the Seller for a statement of the warranties, if any, that the Seller or manufacturer is providing. We hereby assign to You the warranties given to Us, if any. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS LEASE.** You agree to settle any dispute You may have regarding performance of the Equipment directly with the manufacturer or Seller. **Equipment Use and Repair: YOU AGREE THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.** You are responsible for keeping the Equipment in good working order. Except for normal wear and tear, You are responsible for any damage or loss to the Equipment. You agree to hold us harmless, indemnify (pay or reimburse) and defend Us against all claims, liabilities, losses, suits, proceedings, damages, costs (including reasonable legal fees) relating to this Lease including but not limited to claims for death and injury to persons and claims for property damage. This duty to indemnify shall survive the termination of this Lease. The primary domicile of the equipment ("Equipment Location") is stated above. We may inspect the Equipment and/or receive a report from You as to the current location upon our request. **At End of Lease Term:** If You have not defaulted under this Lease, You will: a) purchase the Equipment from Us, "AS IS, WHERE IS", for the Purchase Option or b) Surrender the Equipment to Us. This Lease will automatically renew at the Base Payment Amount until the Equipment is purchased from Us or is surrendered to Us. **Equipment Surrender:** At the End of Lease Term, if You have not purchased the Equipment, or if demanded by Us in the event of Your Default, You will deliver the Equipment (at your expense) to a location designated by Us in Average Saleable Condition, which means the Equipment is immediately available for use by another lessee or user without the need of any repair. You also agree to reimburse Us on demand for repair costs to bring the Equipment into an Average Saleable Condition. **Non-Cancelable:** This is a non-cancelable agreement and may not be canceled by You for any reason whatsoever. You may only prepay by remitting all remaining current and future payments due on the Agreement (in addition to all other accrued and unpaid charges owing). **Ownership, Title and UCC'S:** Except for any software covered by this Lease We are the owner of the Equipment and have title to it. **WE MAY FILE ON YOUR BEHALF, AND AT YOUR COST, UNIFORM COMMERCIAL CODE (UCC) FINANCING STATEMENT(S) TO SHOW OUR INTEREST IN THE EQUIPMENT.** **Loss and Insurance:** You will, for as long as We own the Equipment, maintain property insurance on the Equipment fully insuring against all risks of loss and will maintain a general public liability insurance policy covering the Equipment and its use with coverages acceptable to Us. You will name Us as loss payee and an additional named insured and provide Us with evidence of this insurance. If You do not provide property insurance, We may, at our option, attempt to obtain property insurance to protect our interests. In connection with Us obtaining property insurance, You will pay us an increase in the Base Payment Amount to recover our costs plus a one time fee of \$ 95.00. **Taxes:** You agree that You will pay or reimburse us when due all taxes, including but not limited to personal property taxes, relating to this Lease and the Equipment. **Default:** If You do not pay any sum by its due date, or You breach any other term of this Lease or any other agreement with Us, then You will be in default of this Lease. If You default, We may require that You pay 1) all past due amounts under this Lease, and 2) declare immediately due and payable the entire unpaid balance owed under this Lease, together with accrued interest thereon, the same thereupon be immediately due and payable without demand or notice of any kind, all of which are expressly waived by You. Upon a default, We may, without limiting Our other remedies hereunder or by law, also choose to repossess the Equipment. If We do not choose to repossess the Equipment, You will also pay to Us our booked residual value for the Equipment as determined in Our sole discretion. We can also use any and all remedies available to Us under the UCC or any other law. You agree to pay all the costs and expenses, including, but not limited to, attorney's fees, Equipment repossession costs, Equipment storage costs, costs of refurbishing Equipment, and insurance costs. We incur in any enforcement through legal proceedings or otherwise, and in any dispute related to this Lease or the Equipment. You also agree to pay interest on all past due amounts, from the due date until paid, at the lower of one and one-half percent (1.5%) per month or the highest lawful rate. **Assignment: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE.** We may sell, assign or transfer this Lease or our rights in the Equipment and the new owner will have our rights, but it will not be subject to any claim, defense or set-off that You assert against Us or any other party. **Miscellaneous:** You agree that this Lease is the entire agreement between You and Us regarding the lease of the Equipment and supersedes any purchase order You issue. Any change must be in writing and signed by each party. Notice, if required, will be sent to you at the above address. We may accept an electronic or PDF copy of this Lease as an original. **Venue: THIS LEASE AGREEMENT WILL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF MINNESOTA UPON SIGNING BY THE LESSOR AND WILL BE GOVERNED AND CONSTRUED BY IN ACCORDANCE WITH MINNESOTA LAW. YOU EXPRESSLY CONSENT TO JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN THE STATE OF MINNESOTA AND WAIVE RIGHT TO TRIAL BY JURY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS LEASE AGREEMENT OR THE EQUIPMENT. YOU WAIVE RIGHT OF DEFENSE OF INCONVENIENT FORUM.. SERVICE OF PROCESS SHALL BE DEEMED SUFFICIENTLY MADE ON YOU BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO YOUR BILLING ADDRESS SET FORTH ABOVE. THIS LEASE IS NON-CANCELABLE FOR THE FULL LEASE TERM.** The signer below covenants that he or she has the authority to sign this Lease Agreement on behalf of the Lessee.

Do not write in this space

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

Lessor's Headquarter Address: 900 S. Broadway, Minot, ND 58701  
 Payment Address: P.O. Box 2068, Minot, ND 58702-2068

Lessee: **Platte County R-III School District**

By/Title **X** \_\_\_\_\_ / \_\_\_\_\_  
 Signature Title



a division of First Western Bank & Trust

## MUNICIPAL ADDENDUM

To be made a part of a certain Equipment Lease # **13795301DM** between, Platte County R-III School District (“Lessee”) and First Western Equipment Finance a division of First Western Bank & Trust (“Lessor”).

Lessee shall have the right to terminate this Lease at the end of any fiscal year of Lessee only if adequate funds are not appropriated to continue this Lease ( known as **NON- APPROPRIATIONS** ) as evidenced by the passage of an ordinance or resolution specifically prohibiting the Lessee from performing its obligations under this agreement with respect to any Equipment, and from using any moneys to pay any Lease payments due under this Agreement for a designated Fiscal Year and all subsequent Fiscal Years.

The Lessee or Lessee’s governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Lease payments during the Fiscal Year in which payments begin, and such moneys will be applied in payment of all Rentals due and payable during such current Fiscal Year.

The Lessee agrees to include in the budget request for each Fiscal Year the Lease payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Lease Payments coming due therein. The Lessee reasonably believes that moneys in an amount sufficient to make all Lease payments can and will lawfully be appropriated and made available to permit Lessee’s continued utilization of the Equipment in the performance of its essential functions during the applicable Lease term. Lessor acknowledges that appropriation for Lease payments is a governmental function which the Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this agreement does not constitute such a commitment.

Lessee may effect such termination by giving Lessor written notice thirty (30) days prior to such termination and by paying to Lessor any Lease payments, which are due and have not been paid at, or before, the end of its then current fiscal year. In the event of termination of this Lease, Lessee shall return the equipment to Lessor, in accordance with the terms within the Lease Agreement, in good working condition within fifteen (15) days after termination of this Lease.

If Lessee has not delivered possession of the Equipment to Lessor and conveyed to Lessor or released its interest in the Equipment within fifteen (15) days after termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Lease payments thereafter coming due which are attributable to the number of days after termination during which the Lessee fails to take such actions.

The Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Code. **Lessee will file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-GC.** If Lessee does not properly file the above IRS form on a timely basis; or IRS rules that the Lessee does not qualify under Section 103(a) of the Code, then Lessee will pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received.

Lessee: Platte County R-III School District

Lessor: First Western Equipment Finance  
a division of First Western Bank & Trust

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



a division of First Western Bank & Trust

**CERTIFICATION OF EQUIPMENT DOMICILE**

The undersigned, as Lessee on Agreement # **1379530IDM** hereby certifies that, for the express purpose of establishing any obligation with regard to reimbursement of Personal Property Tax to **First Western Equipment Finance** a division of First Western Bank & Trust (Lessor), the Equipment listed on the Agreement is delivered to and is domiciled at the following address(es) Street: \_\_\_\_\_  
\_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_,  
located in the county(ies) of \_\_\_\_\_ .

Lessee Name: **Platte County R-III School District**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Contact Email for Questions:  
\_\_\_\_\_



100 Prairie Center Drive  
Eden Prairie, MN 55344

September 5, 2024

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**INVOICE**

Invoice #: 1109453

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Lessee: Platte County R-III School District

Lease Agreement # 1379530IDM

Equipment: (2) Tennant TNTBI0690 Ride On 27" B10 Battery Burnishers with accessories  
(2) Trident R30SC 30" Ride On Disc Scrubbers with accessories

**Initial Payment** \$3,669.65

**One time documentation fee:** \$150.00

**Total due immediately:** **\$3,819.65**

**Please remit total due via completed EFT form, along with required signed documents.**