

LEASE AGREEMENT

This Lease Agreement is entered into on the date set forth below by and between CENTER TOWNSHIP, HANCOCK COUNTY, INDIANA, (hereinafter referred to as "Lessor"), and the GREENFIELD FIRE TERRITORY (hereinafter referred to as "Lessee").

Lessor leases to Lessee and Lessee leases from Lessor Eight 40 foot shipping cargo containers used for the Fire Department Training Center, all as more particularly described in Exhibit "1" attached hereto and made a part hereof (hereinafter referred to as "Leased Property") on the following terms and conditions:

Section 1. LEASE PAYMENTS. Lessee shall pay as lease payments for the Leased Property the sum of Ten Dollars (\$10.00) per lease term payable in advance in one installment of \$10.00 on or before December 31, 2021 (hereinafter referred to as "Rent" or "Lease Payments"). All lease payments shall be made by Lessee to Lessor at Lessor's address herein set forth.

Section 3. DELIVERY OF LEASED PROPERTY. Lessor shall use all reasonable diligence to deliver the Leased Property to Lessee on the execution of this lease, but shall not be liable to Lessee for any failure or delay in obtaining the Leased Property or making delivery, if Lessor shall have exercised reasonable diligence in attempting to make such delivery.

Section 4. USE OF LEASED PROPERTY. Leased Property is being leased for fire rescue training and shall be used for no other purpose whatsoever unless expressly agreed to in writing prior thereto by Lessor. Lessee shall not use or permit the use of the Leased Property in a negligent or improper manner or in violation of any law, or so as to avoid any insurance covering the Leased Property, or permit the Leased Property to become subject to any lien, charge, or encumbrance. For the purpose of inducing Lessor to enter into this agreement, Lessee further warrants that the Leased Property shall not be operated:

- (a) In violation of any law, ordinance, rule or regulation of any governmental agency or body, by any person under the age of 21 or who is not licensed or by any person who is not properly trained and licensed to operate it.
- (b) By any person other than Lessee or any person regularly employed by Lessee.
- (c) By any person who has given a fictitious name or false address.
- (d) By any person while under the influence of intoxicants, narcotics or other drugs of any kind or type.

Section 5. LICENSING AND REGISTRATION. The Leased Property subject to this lease shall be registered or titled in the name of Lessor. All titling, permitted use, registration and/or license fees shall be applied for, acquired and paid for by Lessee.

Section 6. MAINTENANCE AND REPAIRS. Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the Leased Property during the lease term shall be at Lessee's expense. Lessee agrees to maintain the Leased Property in accordance with all service intervals recommended by the manufacturer of the Leased Property. Lessee shall service and repair the Leased Property through an appropriate factory-authorized dealer pursuant to the manufacturer's warranty. Lessor shall not be liable for repairs, nor shall any such repairs be charged to Lessor.

Section 7. OBLIGATION TO INSURE. Lessee shall furnish and pay the costs of public liability and property damage as required by applicable laws and regulations. Lessee shall furnish evidence of such insurance upon Lessor's written request therefor. In the event Lessee shall fail to pay for or provide any insurance specified as the responsibility of Lessee, Lessor at its option may pay for such insurance and add the amount paid to the next lease payment due from Lessee. Lessee will promptly notify Lessor of any incident that may result in an insurance claim.

Section 8. OBLIGATION TO PAY MISCELLANEOUS CHARGES. Lessee agrees to pay all fees or taxes that may be imposed with respect to the Leased Property by any constituted governmental authority as the result of Lessee's use or intended use of the Leased Property.

Section 9. RISK OF LOSS AND DAMAGE. Lessee shall bear all risks of damage or loss of the Leased Property, or any portions of the Leased Property, not covered by insurance. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of Lessee and shall be accessions to the Leased Property. Lessee, at all times and at Lessee's expense, shall keep the Leased Property in good working order, condition, and repair, reasonable

wear and tear excepted. The lease payments on the Leased Property shall not be prorated or abated while it is being serviced or repaired.

Section 10. INDEMNITY OF LESSOR. Lessee agrees to indemnify Lessor against all claims, losses, causes of action, and expenses, including attorney fees and legal expenses, arising from the use, maintenance, and operation of the Leased Property.

Section 11. TERMINATION OF LEASE. This lease begins upon the date of its full execution and shall terminate on December 31, 2021 if (i) Lessee has given Lessor thirty (30) days' advance notice in writing of its intent to terminate and is not in default or (ii) Lessor has given Lessee thirty (30) days' advance notice in writing of its intent to terminate. Otherwise, this lease shall automatically be renewed for a one (1) calendar year term under the same terms and conditions.

Section 12. TERMINATION BY DEFAULT. Time is of the essence of this agreement. Lessor, at its option, may by written notice to Lessee, declare this lease in default on the happening of any of the following:

- a. Default by Lessee in timely payment or performance of any of Lessee's obligations; or
- b. A proceeding in bankruptcy or under any law for relief of debtors involving Lessee or the leased Leased Property; or
- c. Voluntary assignment of Lessee's interest in this agreement; or
- d. Involuntary transfer of Lessee's interest in this agreement by operation of law; or
- e. Expiration or cancellation of any policy of insurance agreed to be paid for by Lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of the insurance, during the entire term of this lease.

On declaration by Lessor that Lessee is in default under this lease, the Leased Property shall be surrendered and delivered to Lessor, and Lessor may take possession of it wherever it may be found, with or without process of law, and for that purpose may enter on the premises of Lessee. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the Leased Property, or its possession or use, and Lessor shall retain all lease payments and other sums paid by Lessee under this agreement with respect to the Leased Property. The rights and remedies of Lessor under this agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law.

Section 13. RETURN OF LEASED PROPERTY. On expiration of the lease term, or earlier termination of the lease as herein provided, Lessee shall return the Leased Property to Lessor in the same condition as when received, less reasonable wear and tear, at Lessor's address above, or any other location mutually agreed on by the parties and written receipt thereof shall be provided by Lessor to Lessee.

Section 14. ASSIGNMENT. Neither party shall assign, transfer, sublet, pledge, or encumber any of its rights under this lease, or the lease itself without the other party's prior written consent. Notwithstanding such assignment, the assignee shall assume any of the obligations of assignor. This lease and the rights and interests of Lessee are subordinate to any security agreement executed by Lessor and any such assignment covering the Leased Property.

Section 15. WAIVER. Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this lease, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this lease shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

Section 16. LIMITATION OF WARRANTIES. There are no warranties, expressed or implied, by Lessor to Lessee, except as contained in this agreement, and Lessor shall not be liable for any loss or damage to Lessee, nor to anyone else, of any kind and however caused, whether by any Leased Property, its repair, maintenance, or equipment, or its failure, or by interruption of service or use of any leased Leased Property.

Section 17. CONSTRUCTION OF INSTRUMENT. This agreement is one of leasing only and Lessee does not acquire any right, title, or interest to the Leased Property other than the right of possession accorded a Lessee.

Section 18. GENERAL PROVISIONS.

- A. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

B. Notices. All notices, requests, demands, consents and other communications required or permitted under this agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or if mailed, on the third day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid, in any event addressed appropriately as follows:

If to Lessor: Center Township Trustee
210 West New Road, Suite A
Greenfield, Indiana 46140

If to Lessee: Greenfield Fire Territory
10 South State Street
Greenfield, Indiana 46140

C. Law Governing & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and the venue for any action hereunder shall be Hancock County, Indiana.

D. Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement.

E. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

F. Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

G. Computation of Time. In computing any period of time pursuant to this agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed is to be included unless it is: (1) a Saturday, (2) a Sunday, or (3) a legal holiday as defined by State statute. In any event, the period runs until the end of the next day that is not a Saturday, a Sunday or a legal holiday.

H. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plurals the identity of the person or persons may require.

I. Attorney Fees. In the event an arbitration, suit, or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

K. Presumption. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

L. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement. Also, in order to ensure performance hereunder and to implement the provisions of this Agreement, all parties hereto shall take whatever action and do such things as may be required, necessary or advisable so as to carry out the terms of this agreement.

M. Parties in Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

N. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

O. Waiver. The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

P. Modification of Agreement. Except as otherwise specifically provided in this agreement, any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

Q. Excusable Delay. Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where cause of such failure shall include, but not be limited to, acts of God, pandemics, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

R. Exclusive Remedies. Lessee's remedies provided herein are exclusive remedies, and all other remedies, statutory or otherwise, are expressly waived by Lessee. Lessee is aware of the risks of the business endeavors contained herein and therefore, waiver is neither unreasonable or unconscionable.

S. Authority to Execute. The undersigned persons represent and certify that they are duly empowered to execute and deliver this agreement on behalf of the parties; have full capacity to enter into this agreement and all necessary entity action or principal approval for the making of this agreement has been taken and done.

IN WITNESS WHEREOF, both Lessor and Lessee have read this agreement consisting of six (6) typewritten pages plus exhibits; fully understand its terms and legal implications; declare that the foregoing is a fair, equitable and just agreement and freely and voluntarily enter into and execute this Lease Agreement at Greenfield, Indiana, on this ____ day of _____, 2021.

CENTER TOWNSHIP, HANCOCK COUNTY, INDIANA, 'Lessor'

By:

Steve Leonard, Trustee

GREENFIELD FIRE TERRITORY, "Lessee"

By: _____