



WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Heavy Equipment Training Simulator
August 28, 2024

BIDDER NAME	BID AMOUNT	MEETS SPEC	NOTES
CM Lab Simulations Inc.	\$118,556.25	Yes	

Bid Recommendation: Lake Area Tech recommends accepting the sole bid from CM Lab Simulations Inc. to purchase one (1) Heavy Equipment Training Simulator at the bid price of \$118,556.25. The Heavy Equipment Training Simulator is funded through the FY25 Perkins Equipment Grant and budgeted at \$120,000. The bid meets all specifications.

Bids Opened by: Cam Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow’s Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.



WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Neonatal & Obstetric Patient Simulators
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
GAUMARD SCIENTIFIC COMPANY, INC.	Neonatal Patient Simulator – Victoria S2200	\$58,597.00	Yes	
GAUMARD SCIENTIFIC COMPANY, INC.	Obstetric Patient Simulator – Super Tory S2220	\$106,957.00	Yes	
GAUMARD SCIENTIFIC COMPANY, INC.	Neonatal & Obstetric High Fidelity Option – Noelle S575	\$80,824.00	No	Additional option not specified
LAERDAL MEDICAL CO	Neonatal Patient Simulator - SimNewB	\$26,010.75	No	Advanced features not included
LAERDAL MEDICAL CO	Obstetric Patient Simulator - MamaAnne	\$60,782.38	No	Advanced features not included

Bid Recommendation: Lake Area Tech recommends accepting the bid from Gaumard Scientific Company, Inc., to purchase one (1) Neonatal Patient Simulator at the bid price of \$58,597.00 and one (1) Obstetric Patient Simulator at the bid price of \$106,957.00. The Nursing Simulators are funded through the FY25 Perkins Equipment Grant and budgeted at \$165,194.00. The bids meet all specifications.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow's Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.



WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Surgical Lights
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT /EACH	MEETS SPEC	NOTES
STRYKER COMMUNICATIONS	Type 1-SLX 628 (TC EQ LFP)	\$60,713.30	Yes	
STRYKER COMMUNICATIONS	Type 2-SLX 628 (LFP 2)	\$58,713.30	Yes	
SOUTHWEST MEDICAL EQUIPMENT, INC.	Type 1-XLDS-S22	\$29,875.00	No	Does not integrate with specified boom system
SOUTHWEST MEDICAL EQUIPMENT, INC.	Type 2-XLDS-S2	\$14,935.00	No	Does not integrate with specified boom system

Bid Recommendation: Lake Area Tech recommends accepting the bid from Stryker Communications to purchase two (2) Type 1 surgical lights at the bid price of \$60,713.30 each and two (2) Type 2 surgical lights at the bid price of \$58,713.30 each. The total purchase price is \$238,853.20. The Surgical Lights are funded through the State of South Dakota and budgeted at \$150,000. The bid meets all specifications.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow's Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.



WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Surgical Boom
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
STRYKER COMMUNICATIONS	Stryker Connected OR Lite Integration System (COR Lite)	\$119,426.61/system	Yes	

Bid Recommendation: Lake Area Tech recommends accepting the bid from Stryker communications to purchase three (3) Surgical Boom Systems at the base bid price of \$119,426.61/system. The purchase totals \$358,279.83. The Surgical Booms are funded through the GOED Equipment Grant and budgeted at \$259,128. The bid meets all specifications.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow’s Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.



WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Vertical Milling Machine
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
PRODUCTIVITY INC	Haas VF-1 CNC Vertical Machining Center	\$131,187.20	Yes	

Bid Recommendation: Lake Area Tech recommends accepting the sole bid from Productivity Inc. to purchase one (1) Vertical Milling Machine at the bid price of \$131,187.20. The Vertical Milling Machine is funded through the LATC Foundation and budgeted at \$140,000. The bid meets all specifications.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow’s Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.



WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Wire Electrical Discharge Machine (EDM)
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
PRODUCTIVITY INC	Makino UX3 CNC Wire EDM	\$139,359.00	Yes	
MC MACHINERY SYSTEMS	Mitsubishi MV1200-S Wire EDM	\$140,000.00	No	Advanced features not included

Bid Recommendation: Lake Area Tech recommends accepting the low bid from Productivity, Inc. to purchase one (1) Wire Electrical Discharge Machine (EDM) at the bid price of \$139,359.00. The Wire Electrical Discharge Machine is funded through the GOED Equipment Grant and budgeted at \$140,000. The bid meets all specifications.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow’s Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.



WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Semi Tractor (Used)
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
PETERSON MOTORS	2015 Kenworth T680	\$74,000	Yes	\$13,000 offered on potential trade-in not included in bid specs
HARLOW'S SALES	2019 Kenworth T680	\$67,500	Yes	

Bid Recommendation: In ensure a fair process, Lake Area Tech recommends rejecting both bids due to miscommunication regarding potential trade-in options. The semi tractor will be re-bid on or before October 2. The Semi Tractor is funded through the GOED Equipment Grant and budgeted at \$75,000.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow's Truck & Bus Sales; Steve Trautner, Precision Machining Department Supervisor/Instructor; Amber Schluesner, Nursing Department Supervisor/Instructor; Melissa VanGilder, Surgical Technology Department Supervisor/Instructor.



WATERTOWN SCHOOL DISTRICT 14-4 BID OPENING GRID

Fire Truck (Used)
August 28, 2024

BIDDER NAME	ITEM	BID AMOUNT	MEETS SPEC	NOTES
NO BIDS RECEIVED				


Bid Recommendation: No bids were received at the August 28 bid opening. LATC requests the Watertown School Board authorize Lake Area Tech to directly purchase up to one (1) fire truck for use by LATC’s Med-Fire Rescue program. The equipment is funded through the State of South Dakota and budgeted at \$216,500 total.

Bids Opened by: Cameron Corey, Vice President

Bids Recorded by: Jennifer Severson, Grants & Compliance Manager

Others Present at Opening: Troy Breitag, Med-Fire Rescue Department Supervisor/Instructor; Steve Henningsgaard, HEO Department Supervisor/Instructor; Ron White, Harlow’s Truck & Bus Sales

4.2.5. Consider Equipment Lease Agreements

		SIOUX FALLS 901 E 60th St N Sioux Falls, SD 57104 (605) 336-2000			RAPID CITY 1810 Deadwood Ave Rapid City, SD 57702 (605) 342-5694			ABERDEEN 38490 Hwy 12 Aberdeen, SD 57401 (605) 229-0237			RENTAL CONTRACT			
											Customer #			
											Contract #			
											Date: 08/23/24			
<div style="display: flex; justify-content: space-around; font-weight: bold;"> SALES RENTAL SERVICE PARTS </div>														
LESSEE														
Name: Lake Area Technical College						Phone: (605) 882-5284						Job: College Class		
Address: 230 11th St NE												City/County: Codington		
City / State / Zip Watertown SD57201												State: South Dakota		
DESCRIPTION(S) OF RENTED ITEM(S):				BASIC TERMS				RENT PER ITEM / MAXIMUM HOURS**						
Lessor ("TTE") hereby leases to Lessee, and Lessee hereby hires and leases from TTE, pursuant to the terms and conditions of this Rental Contract (including the "Terms and Conditions of Rental Contract" set forth on this Page 1 and on the reverse side or Page 2 hereof, the following items (each, a "Rented Item"):				Scheduled Rental Term		Equipment Value *** (for buyout or insurance)		Daily		Weekly		4-Wk		Excess Rate per Hour
				Begin	End									
SD15033 2018 Volvo PT125 S/N 327081				8/26/24	6/30/25	50,000.00						\$1,000.00		
No Tax														
Customer Is Responsible For Any Damage														
Return Full Of Fuel & Def For No Extra Charge														
Return Clean For No Extra Charge														
			Total Miles			ESTIMATED RENTAL								
CUSTOMER or THIRD PARTY PICKUP			Transource DELIVERY/PICKUP at \$2.75 per one way mile			FREIGHT								
EQUIPMENT MUST BE CLEAN AND FULL OF FUEL UPON RETURN; CLEANING AND FUELING CHARGES WILL APPLY, LESSEE WILL BE RESPONSIBLE FOR ALL DAMAGES AND MAINTENANCE DURING THE RENTAL PERIOD, BROOM WEAR WILL BE CHARGED AT \$150.00 PER INCH						CLEANUP, FUEL & BROOM CHARGES								
Hours Out				Hours In				SALES TAX % IF APPLICABLE: 0.0%						
Damage Waiver Bought				Waiver Declined										
All Rent and other amounts due under this Rental Contract shall be paid by Lessee to TTE in person at TTE's place of business, or sent to: 901E 60th St, N SIOUX FALLS, SOUTH DAKOTA 57104.						ESTIMATED TOTAL						\$0.00		
Title: The Rented Item(s) is/are and will at all times remain the property of TTE (unless purchased by Lessee in accordance with the terms of this Contract), and shall remain personal property regardless of whether any such Rented Item(s) shall be affixed to realty. TTE: TRANSOURCE TRUCK AND EQUIPMENT, INC. BY: _____						IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING: This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side and/or following page(s) hereof (and on any Instructions and/or Addenda referenced herein or included herewith), all of which are incorporated herein. Modifications and additions to this Contract, oral or written, are hereby objected to, and shall not be enforceable unless specifically approved in writing TTE. The undersigned "Customer" or "Lessee" represents, warrants, covenants and agrees that he/she/it has carefully reviewed, understands, and agrees to the terms of this Contract (including the Reverse Side or Page 2, and all separate Instructions and Addenda), has received complete and legible copies of each, and hereby PERSONALLY GUARANTEES the prompt payment and performance of all obligations of the "Customer" or "Lessee" arising under or in connection with each of the same.								
						LESSEE (Signature): _____ Name (Printed): Cam Corey Vice President								
Lessee's Insurance Provider Required : Company: _____ Agent: _____ Phone: _____ Address: _____						OPTION TO PURCHASE: <input type="checkbox"/> Initials of TTE if an Option to Purchase has been granted.*** If an "Agreed Value" has been added to the list of Rented Item(s) appearing above, and the "Option to Purchase" box has been initialed by an authorized representative of TTE, then with respect only to such Rented Item(s), it is further agreed that, subject to the "Terms and Conditions of Rental Contract" set forth on the reverse side or Page 2 hereof (Including without limitation, Section 16), Lessee shall have the option to purchase such Rented Item(s) for the "Agreed Value" set forth above, plus any and all additional taxes, fees, duties, costs and expenses incurred by TTE; provided that, Lessee represents and warrants that Lessee is renting/purchasing such Rented Item(s) for a valid business purpose, and not for personal, family or household use.								
						APPLICATION OF RENTALS TO EQUIPMENT VALUE (IF ANY) ***If and only if both the above referenced OPTION TO PURCHASE and the "EQUIPMENT VALUE" set forth next to the Description of any Rented Item(s) above, have been initialed by an authorized representative of TTE, then provided that Lessee remains in full and timely compliance with each of the terms and conditions of this Contract at all times during the Rental Term, upon the expiration or termination of such Rental Term (but not thereafter), Lessee may apply 100% of the Rent actually paid to and received by Lessor for the subject Rented Item(s), against its/their respective Agreed Value(s) for six months and 80% of the rents thereafter (plus interest during such Rental Period at a rate equal to the lesser of WSJ prime plus 5% or the highest legal rate permitted under applicable law). Titled trailers are limited to a six month rental period per South Dakota law.								

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) For good and valuable consideration, you and TTE agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract. "Rented Item(s)" or "Item(s)" means the item(s) rented, loaned or sold to you, as identified on Page 1 (including any "Instructions" per Section 5); "Site" means the "Destination" set forth on Page 1; "Customer," "Lessee," "you" and "us" mean the customer or "Lessee" identified on Page 1, and "TTE," "Lessor," "we," "us" and "our" mean Transource Truck and Equipment, Inc., a South Dakota corporation.

(2) You agree to rent from TTE and TTE agrees to rent to you the Rented Item(s) for the period(s) specified on Page 1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by TTE. Unless otherwise specifically agreed by TTE, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in Section 5 below. The Rent will be increased for late returns, overuse, and misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. You agree: (a) to pay TTE: (i) the "Deposit" specified on Page 1 prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) TTE may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to TTE; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by TTE on Page 1.

(3) If we agree to provide any services (e.g., delivery, retrieval, maintenance and/or repairs), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; and (b) ensure our personnel have full access to the Site and the Item(s) at all times. We will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which we hereby release and agree to indemnify, defend and hold harmless E. If you, or your authorized agent is/are not present upon delivery and/or retrieval of, or performance of any service(s) on, any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

(4) You agree to protect and properly care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it on time during regular business hours, clean and otherwise in good order, condition and repair, properly serviced and maintained, and (b) that: (i) TTE may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to TTE; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by TTE on Page 1.

(5) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected not based on any recommendation by TTE and inspected solely by you; and (b) you: (i) have received, understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, and ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith (including applicable EPA Tier 4 regulations); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, authorizations and the permits from appropriate governmental authorities; (vi) have obtained, or will timely obtain, all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (call 811 or 800-781-7474 at least 2 full business days advance); (viii) will immediately cease using any Item that breaks down, in malfunctions or proves defective (a "Malfunction"); and (ix) will ensure that all other authorized users comply herewith.

(6) In the event of a "Malfunction" (as defined in Section 5), you will immediately notify TTE, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. **The foregoing remedies are EXCLUSIVE.** TTE will have no other obligation(s) regarding Malfunctions, all of which you waive (including all incidental and consequential damages).

(7) TTE owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any such Item. You may not assign, transfer, sublease or any item or this Contract without the prior written consent of TTE. TTE may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee and agree that such assignee shall not be responsible for any pre-existing obligations or liabilities of TTE.

(8) **WARNINGS: HEAVY EQUIPMENT, INCLUDING MOTOR GRADERS, MILLING EQUIPMENT, LOADERS, EXCAVATORS, DEMOLITION EQUIPMENT, AND OTHER ITEMS USED FOR LIFTING, LOADING, DIGGING, COMPACTING, BREAKING, BORING, TOWING AND/OR HAULING, IS/ARE INHERENTLY DANGEROUS, AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE ONLY.**

(9) **THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS.**

(10) YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL AUTHORIZED OPERATORS OF THE ITEM(S), REFERENCED HEREIN, and ensure that each such item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by TTE, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the instructions and all applicable laws, rules, regulations, warranties and policies of insurance, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; or (ii) take possession of or exercise control over any item without our prior consent (in our sole discretion).

(11) TTE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "AS-IS" EXCEPT IN AS MAY BE REQUIRED BY APPLICABLE LAW. TTE MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, WORKMANLIKE PERFORMANCE, OR FREEDOM FROM DEFECTS, INFRINGEMENT OR INTERFERENCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF TTE, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY OR ON BEHALF TTE CONSTITUTE REPRESENTATIONS OR WARRANTIES.

(12) **INDEMNITY/HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING,

TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S); AND (B) **RELEASE AND DISCHARGE TTE FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TTE AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES AS WELL AS ANY NEGLIGENCE OR CLAIMED NEGLIGENCE OF TTE, ITS AGENTS, CONTRACTORS, EMPLOYEES AND/OR REPRESENTATIVES.** You hereby waive any and all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against TTE.

(12) You will maintain all insurance TTE deems necessary, but in any event, (unless we otherwise agree in writing) at least: (a) commercial general liability insurance with minimum limits of \$2,000,000 per occurrence; (b) Hired Auto Physical Damage (up to Actual Cash Value); and Hired Auto Liability Insurance with limits of not less than \$2,000,000 per occurrence; and all rented vehicle(s)/automobile(s); and (c) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of and damage to the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name TTE as an additional insured and loss payee; (ii) waive subrogation against TTE; and (iii) be primary. You will: (A) provide TTE with copies of the proper endorsements for such coverages specifying that they will not be cancelled during the Term; and (B) notify TTE immediately in the event of any accident, loss, damage to or destruction of any Rented Item(s). If you do not provide the above referenced proof of insurance prior to commencement of the Term, you agree to purchase the Damage Waiver referenced in Section 13.

(13) If and only if, you have purchased the **OPTIONAL DAMAGE WAIVER** (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to TTE for the cost to repair or replace covered Rented Item(s) which suffer physical damage during the Term. You will, however, remain liable for all: (a) damage or loss caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) gross negligence, misuse and/or abuse; (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any applicable law or policy of insurance; (b) damage to tires, belts, chains, knobs and hoses; and (c) repair/replacement costs exceeding \$5,000 in the aggregate (for all covered items).

You may decline Damage Waiver if you provide the deposit specified on Page 1. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

(14) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to TTE; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver, as provided in Section 13 above), you will be in default, whereupon, TTE may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other trespass (for which you hereby agree to indemnify, defend and hold harmless TTE); (iv) perform your obligations hereunder on your behalf without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(15) To the maximum extent permitted by applicable law, you hereby grant to TTE a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used TTE may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of TTE is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond TTE's reasonable control), TTE will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding TTE's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize TTE to obtain and retain your credit information, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay TTE the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and TTE. **TTE's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) TTE's attorneys' fees and other costs of enforcing this Contract; and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each item. Neither TTE's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy TTE may have. Your duties hereunder are UNCONDITIONAL.

(16) If a purchase option has been made available with respect to any Item(s), the percentage of the Rent paid hereunder for the subject Item(s) during only the current single continuous rental (not for prior rentals) specified on Page 1 will be applied to the purchase price for such Item(s); provided that you: (a) fully and timely comply with each provision of this Contract; and (b) obtain such items solely for business purposes, and not for any personal, family or household use. Any Item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "AS-IS" and "WITH ALL FAULTS." All such sales will be subject to the terms of this Contract, *mutatis mutandis* (modified as appropriate). All Item(s) not specifically identified as Sale Items on Page 1 will be deemed "Rented Item(s)."

(17) This Contract, and any Addenda signed or provided by TTE, represent the entire agreement between you and TTE, superseding all other oral and written agreements and representations (including TTE's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. *Pristinum tabulae scribere ab est.* Time is of the essence. There are no third-party beneficiaries hereto. **These Terms and Conditions will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from TTE** (except only as otherwise agreed by TTE). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of South Dakota, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to the County in which the TTE location from which you rented or purchased the Item(s) or services (as applicable) is located. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

(18) **WARNING: A person commits theft if that person intentionally obtains property or service which that person knows is available only for compensation, by deception, threat, or other means to avoid payment for the service or property.**

Refer to South Dakota Codified Laws, § 22-30A-8, et seq. for additional information.



SIOUX FALLS
901 E 60th St N
Sioux Falls, SD 57104
(605) 336-2000

RAPID CITY
1810 Deadwood Ave
Rapid City, SD 57702
(605) 342-5694

ABERDEEN
38490 Hwy 12
Aberdeen, SD 57401
(605) 229-0237

SALES

RENTAL

SERVICE

PARTS

RENTAL CONTRACT

Customer #

Contract #

Date:

08/23/24

LESSEE

DESTINATION ("Site")

Name: Lake Area Technical College

Phone: (605) 882-5284

Job:

College Class

Address: 230 11th St NE

City/County:

Codington

City / State / Zip Watertown SD57201

State:

South Dakota

DESCRIPTION(S) OF RENTED ITEM(S):

BASIC TERMS

**RENT PER ITEM /
MAXIMUM HOURS****

Lessor ("TTE") hereby leases to Lessee, and Lessee hereby hires and leases from TTE, pursuant to the terms and conditions of this Rental Contract (including the "Terms and Conditions of Rental Contract" set forth on this Page 1 and on the reverse side or Page 2 hereof, the following items (each, a "Rented Item"):

Scheduled Rental Term

Equipment
Value *** (for
buyout or
insurance)

Daily

Weekly

4-Wk

Excess
Rate per
Hour

Begin

End

8 HR

40 HR

160 HR

SD1196 2023 Volvo ECR88D S/N 219104
With GP Bucket

8/26/24

6/30/25

\$127,000

\$1,000.00

No Tax

Customer Is Responsible For Any Damage

Return Full Of Fuel & Def For No Extra Charge

Return Clean For No Extra Charge

Total
Miles

ESTIMATED RENTAL

CUSTOMER or THIRD
PARTY PICKUP

Transource
DELIVERY/PICKUP at \$2.75
per one way mile

FREIGHT

EQUIPMENT MUST BE CLEAN AND FULL OF FUEL UPON RETURN; CLEANING AND FUELING CHARGES WILL APPLY. LESSEE WILL BE RESPONSIBLE FOR ALL DAMAGES AND MAINTENANCE DURING THE RENTAL PERIOD. BROOM WEAR WILL BE CHARGED AT \$150.00 PER INCH

CLEANUP, FUEL & BROOM CHARGES

Hours Out

Hours In

SALES TAX % IF
APPLICABLE:

0.0%

Damage
Waiver
Bought

Waiver
Declined

ESTIMATED TOTAL

\$0.00

All Rent and other amounts due under this Rental Contract shall be paid by Lessee to TTE in person at TTE's place of business, or sent to: 901E 60th St, N SIOUX FALLS, SOUTH DAKOTA 57104.

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side and/or following page(s) hereof (and on any Instructions and/or Addenda referenced herein or included herewith), all of which are incorporated herein. Modifications and additions to this Contract, oral or written, are hereby objected to, and shall not be enforceable unless specifically approved in writing TTE. The undersigned "Customer" or "Lessee" represents, warrants, covenants and agrees that he/she/it has carefully reviewed, understands, and agrees to the terms of this Contract (including the Reverse Side or Page 2, and all separate Instructions and Addenda), has received complete and legible copies of each, and hereby **PERSONALLY GUARANTEES** the prompt payment and performance of all obligations of the "Customer" or "Lessee" arising under or in connection with each of the same.

Title: The Rented Item(s) is/are and will at all times remain the property of TTE (unless purchased by Lessee in accordance with the terms of this Contract), and shall remain personal property regardless of whether any such Rented Item(s) shall be affixed to realty.

TTE: TRANSOURCE TRUCK AND EQUIPMENT, INC.

LESSEE (Signature):

Authorized Representative

Date

BY:

Name (Printed):

Cam Corey, Vice President

OPTION TO PURCHASE:

☐ Initials of TTE # an Option to Purchase has been granted.***

If an "Agreed Value" has been added to the list of Rented Item(s) appearing above, and the "Option to Purchase" box has been initialed by an authorized representative of TTE, then with respect only to such Rented Item(s), it is further agreed that, subject to the "Terms and Conditions of Rental Contract" set forth on the reverse side or Page 2 hereof (including without limitation, Section 16), **Lessee shall have the option to purchase such Rented Item(s) for the "Agreed Value"** set forth above, plus any and all additional taxes, fees, duties, costs and expenses incurred by TTE; provided that, **Lessee represents and warrants that Lessee is renting/purchasing such Rented Item(s) for a valid business purpose, and not for personal, family or household use.**

Lessee's Insurance Provider Required:

Company

Agent

Phone

Address

APPLICATION OF RENTALS TO EQUIPMENT VALUE (IF ANY)

***If and only if both the above referenced OPTION TO PURCHASE and the "EQUIPMENT VALUE" set forth next to the Description of any Rented Item(s) above, have been initialed by an authorized representative of TTE, then provided that Lessee remains in full and timely compliance with each of the terms and conditions of this Contract at all times during the Rental Term, upon the expiration or termination of such Rental Term (but not thereafter), Lessee may apply 100% of the Rent actually paid to and received by Lessor for the subject Rented Item(s), against its/their respective Agreed Value(s) for six months and 80% of the rents thereafter (plus interest during such Rental Period at a rate equal to the lesser of WSJ prime plus 5% or the highest legal rate permitted under applicable law). Titled trailers are limited to a six month rental period per South Dakota law.

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) For good and valuable consideration, you and TTE agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "Item(s)" means the item(s) rented, loaned or sold to you, as identified on Page 1 (including any "Instructions" per Section 5); "Site" means the "Destination" set forth on Page 1; customer, "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "TTE," "Lessor," "we," "us" and "our" mean Transource Truck and Equipment, Inc., a South Dakota corporation.

(2) You agree to rent from TTE and TTE agrees to rent to you the Rented Item(s) for the period(s) specified on Page 1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent") together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned and accepted by TTE. Unless otherwise specifically agreed by TTE, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in Section 5 below. The Rent will be increased for late returns, overuse, and misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. You agree, (a) to pay TTE: (i) the "Deposit" specified on Page 1 prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) TTE may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to TTE; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by TTE on Page 1.

1. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and become the property of TTE.

(3) If we agree to provide any services (e.g., delivery, retrieval, maintenance and/or repairs), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; and (b) ensure our personnel have full access to the Site and the Item(s) at all times. We will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which you hereby release and agree to indemnify, defend and hold harmless E. If you, or your authorized agent is/are not present upon delivery and/or retrieval of, or performance of any service(s) on, any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

(4) You agree to protect and properly care for each Rented Item at all times. We will keep it safely and securely stored and locked when not in use, and return it to TTE on time during regular business hours, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, you will pay TTE: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned, or replaced, as required; and (b) any and all costs and expenses we may incur in connection with your failure to do so. (5) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/they), you represent, warrant and agree that: (a) each

Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected not based on any recommendation by TTE and inspected solely by you; and (b) you: (i) have received, understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, ASSE, ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance, and storage of such Item(s) (collectively, "Instructions"); (ii) will comply therewith (including applicable EPA Tier 4 regulations); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, authorizations and permits from, appropriate governmental authorities; (vi) have obtained, or will timely obtain, all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (call 811 or 800-781-7474 at least 2 full business days advance); (viii) will immediately cease using any Item that breaks down, or malfunctions proves defective (a "Malfunction"); and (ix) will ensure that all other authorized users comply herewith.

(6) In the event of a "Malfunction" (as defined in Section 5), you will immediately notify TTE, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. TTE will have no other obligation(s) regarding Malfunctions, all of which you waive (including all incidental and consequential damages).

(7) TTE owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any such Item. You may not transfer, sublease or assign any or this Contract without the prior written consent of TTE. TTE may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you agree to attorn to the assignee and agree that such assignee shall not be responsible for, any pre-existing obligations or liabilities of TTE.

(8) **WARNINGS: HEAVY EQUIPMENT, INCLUDING MOTOR GRADERS, MILLING EQUIPMENT, LOADERS, EXCAVATORS, DEMOLITION EQUIPMENT, AND OTHER ITEMS USED FOR LIFTING, LOADING, DIGGING, COMPACTING, BREAKING, BORING, TOWING AND/OR HAULING, IS/ARE INHERENTLY DANGEROUS, AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE ONLY.** **FOR THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED INDIVIDUALS.**

(9) YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL AUTHORIZED OPERATORS OF THE ITEM(S), REFERENCED HEREIN, and ensure that each such Item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by TTE, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the instructions and all applicable laws, rules, regulations, warranties and policies of insurance, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; or (ii) take possession of or exercise control over any Item without our prior consent (in our sole discretion).

(10) TTE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "AS-IS", EXCEPT ONLY AS MAY BE REQUIRED BY APPLICABLE LAW. TTE MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, WORKMANLIKE PERFORMANCE OR FREEDOM FROM DEFECTS, INFRINGEMENT OR INTERFERENCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF TTE, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY OR ON BEHALF TTE CONSTITUTE REPRESENTATIONS OR WARRANTIES.

(11) **INDEMNITY/HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU: (A) **ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING,**

TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S); AND (B) RELEASE AND DISCHARGE TTE FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TTE AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES AS WELL AS ANY NEGLIGENCE OR CLAIMED NEGLIGENCE OF TTE, ITS AGENTS, CONTRACTORS, EMPLOYEES AND/OR REPRESENTATIVES. You hereby waive any and all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against TTE. (12) You will maintain all insurance TTE deems necessary, but in any event, (unless we otherwise

agree in writing) at least: (a) commercial general liability insurance with minimum limits of \$2,000,000 per occurrence; (b) Hired Auto Physical Damage (up to Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than \$2,000,000 per occurrence, for any

and all rented vehicle(s)/automobile(s); and (c) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name TTE as an additional insured and loss payee, (ii) waive subrogation against TTE; and (iii) be primary. You will (A) provide TTE with copies of the proper endorsements for such coverages specifying that they will not be cancelled during the Term, and (B) notify TTE immediately

in the event of any accident, loss, damage to or destruction of any Rented Item(s). If you do not provide the above referenced proof of insurance prior to commencement of the Term, you agree to purchase the Damage Waiver referenced in Section 13 (13) If and only if, you have purchased the **OPTIONAL DAMAGE WAIVER** (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to TTE for the cost to repair or replace covered Rented Item(s) which suffer physical damage during the Term. You will, however, remain liable for all: (a) damage or loss caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) gross negligence, misuse and/or abuse; (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any applicable law or policy of insurance, (b) damage to tires, bells, chains, knobs and hoses; and (c) repair/replacement costs exceeding \$5,000 in the aggregate for all covered Item(s).

You may decline the Damage Waiver if you provide the deposit specified on Page 1. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

(14) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to TTE; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver, as provided in Section 13 above), you will be in default, whereupon, TTE may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless TTE); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(15) To the maximum extent permitted by applicable law, you hereby grant to TTE a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used. TTE may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of TTE is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond TTE's reasonable control), TTE will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding TTE's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize TTE to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay TTE the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and TTE. **TTE's maximum liability in connection with this Contract is limited to the amounts actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) TTE's attorneys' fees and other costs of enforcing this Contract; and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. Neither TTE's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy TTE may have. Your duties hereunder are UNCONDITIONAL.

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(17) This Contract and any Addenda signed or provided by TTE, represent the entire agreement between you and TTE, superseding all other oral and written agreements and representations (including TTE's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. *Pristinum tabulae scribere abs etiam.* Time is of the essence. There are no third-party beneficiaries hereto. **These Terms and Conditions will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from TTE** (except only as otherwise agreed by TTE). This Contract (a) has been specifically negotiated by the parties hereto (each waiving

any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of South Dakota, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to the County in which the TTE location from which you rented or purchased the Item(s) or services (as applicable) is located. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

(18) **WARNING: A person commits theft if that person intentionally obtains property or service which that person knows is available only for compensation, by deception, threat, or other means to avoid payment for the service or property.**

Refer to South Dakota Codified Laws, § 22-30A.8, et seq. for additional information.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

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SIOUX FALLS

901 E 60th St N

Sioux Falls, SD 57104

(605) 336-2000

RAPID CITY

1810 Deadwood Ave

Rapid City, SD 57702

(605) 342-5694

ABERDEEN

38490 Hwy 12

Aberdeen, SD 57401

(605) 229-0237

RENTAL CONTRACT

Customer #

Contract #

Date:

08/23/24

SALES

RENTAL

SERVICE

PARTS

LESSEE

DESTINATION ("Site")

Name: Lake Area Technical College

Phone: (605) 882-5284

Job:

College Class

Address: 230 11th St NE

City/County:

Codington

City / State / Zip Watertown SD57201

State:

South Dakota

DESCRIPTION(S) OF RENTED ITEM(S):

BASIC TERMS

RENT PER ITEM /
MAXIMUM HOURS**

Lessor ("TTE") hereby leases to Lessee, and Lessee hereby hires and leases from TTE, pursuant to the terms and conditions of this Rental Contract (including the "Terms and Conditions of Rental Contract" set forth on this Page 1 and on the reverse side or Page 2 hereof, the following items (each, a "Rented Item"):

Scheduled Rental Term

Equipment
Value *** (for
buyout or
insurance)

Daily

Weekly

4-Wk

Excess
Rate per
Hour

Begin

End

8 HR

40 HR

160 HR

SD1205 2023 Volvo ECR145EL S/N 316660
With GP Bucket SD15344

8/26/24

6/30/25

\$190,000

\$1,000.00

No Tax

Customer Is Responsible For Any Damage

Return Full Of Fuel & Def For No Extra Charge

Return Clean For No Extra Charge

Total
Miles

ESTIMATED RENTAL

FREIGHT

CUSTOMER OR THIRD
PARTY PICKUPTransource
DELIVERY/PICKUP at \$2.75
per one way mile

EQUIPMENT MUST BE CLEAN AND FULL OF FUEL UPON RETURN; CLEANING AND FUELING CHARGES WILL APPLY. LESSEE WILL BE RESPONSIBLE FOR ALL DAMAGES AND MAINTENANCE DURING THE RENTAL PERIOD, BROOM WEAR WILL BE CHARGED AT \$150.00 PER INCH

CLEANUP, FUEL & BROOM CHARGES

Hours Out

Hours In

Damage
Waiver
BoughtWaiver
DeclinedSALES TAX % IF
APPLICABLE:

0.0%

All Rent and other amounts due under this Rental Contract shall be paid by Lessee to TTE in person at TTE's place of business, or sent to: 901E 60th St, N SIOUX FALLS, SOUTH DAKOTA 57104.

ESTIMATED TOTAL

\$0.00

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side and/or following page(s) hereof (and on any Instructions and/or Addenda referenced herein or included herewith), all of which are incorporated herein. Modifications and additions to this Contract, oral or written, are hereby objected to, and shall not be enforceable unless specifically approved in writing TTE. The undersigned "Customer" or "Lessee" represents, warrants, covenants and agrees that he/she/it has carefully reviewed, understands, and agrees to the terms of this Contract (including the Reverse Side or Page 2, and all separate Instructions and Addenda), has received complete and legible copies of each, and hereby PERSONALLY GUARANTEES the prompt payment and performance of all obligations of the "Customer" or "Lessee" arising under or in connection with each of the same.

Title: The Rented Item(s) is/are and will at all times remain the property of TTE (unless purchased by Lessee in accordance with the terms of this Contract), and shall remain personal property regardless of whether any such Rented Item(s) shall be affixed to realty.

TTE: TRANSOURCE TRUCK AND EQUIPMENT, INC.

BY:

LESSEE (Signature):

Name (Printed):

Authorized Representative

Date

OPTION TO PURCHASE:

☐ Initials of TTE if an Option to Purchase has been granted.***

If an "Agreed Value" has been added to the list of Rented Item(s) appearing above, and the "Option to Purchase" box has been initiated by an authorized representative of TTE, then with respect only to such Rented Item(s), it is further agreed that, subject to the "Terms and Conditions of Rental Contract" set forth on the reverse side or Page 2 hereof (including without limitation, Section 16), Lessee shall have the option to purchase such Rented Item(s) for the "Agreed Value" set forth above, plus any and all additional taxes, fees, duties, costs and expenses incurred by TTE; provided that, Lessee represents and warrants that Lessee is renting/purchasing such Rented Item(s) for a valid business purpose, and not for personal, family or household use.

Lessee's Insurance Provider Required:

Company

Agent

Phone

Address

APPLICATION OF RENTALS TO EQUIPMENT VALUE (IF ANY)

***If and only if both the above referenced OPTION TO PURCHASE and the "EQUIPMENT VALUE" set forth next to the Description of any Rented Item(s) above, have been initiated by an authorized representative of TTE, then provided that Lessee remains in full and timely compliance with each of the terms and conditions of this Contract at all times during the Rental Term, upon the expiration or termination of such Rental Term (but not thereafter), Lessee may apply 100% of the Rent actually paid to and received by Lessor for the subject Rented Item(s), against its/their respective Agreed Value(s) for six months and 80% of the rents thereafter (plus interest during such Rental Period at a rate equal to the lesser of WSJ prime plus 5% or the highest legal rate permitted under applicable law). Titled trailers are limited to a six month rental period per South Dakota law.

TERMS AND CONDITIONS OF RENTAL CONTRACT

(1) For good and valuable consideration, you and TTE agree as follows: As used herein, "Page 1" refers to the first page or "face" of this Contract; "Rented Item(s)" or "item(s)" means the item(s) rented, loaned or sold to you, as identified on Page 1 (including any "Instructions" per Section 5); "Site" means the "Destination" set forth on Page 1; "Customer," "Lessee," "you" and "your" mean the customer or "Lessee" identified on Page 1, and "TTE," "Lessor," "we," "us" and "our" mean Transource Truck and Equipment, Inc., a South Dakota corporation.

(2) You agree to rent from TTE and TTE agrees to rent to you the Rented Item(s) for the period(s) specified on Page 1 (the "Term"). You agree to pay us our stated rental rate(s) (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned and accepted by TTE. Unless otherwise specifically agreed by TTE, all rental rates are for normal use of the Rented Item(s) on a single-shift basis during the Term, not exceeding 8 hours per day, 40 hours per week, and 160 hours per 28-day period, and otherwise in accordance with the terms hereof and the "Instructions" described in Section 5 below. The Rent will be increased for late returns, overuse, and misuse. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. You agree: (a) to pay TTE: (i) the "Deposit" specified on Page 1 prior to commencement of the Term (the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) TTE may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to TTE; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise specifically agreed by TTE on Page 1.

1. Anything remaining with, in or on any Rented Item(s) upon return will, at our option, be deemed surrendered and become the property of TTE.

(3) If we agree to provide any services (e.g., delivery, retrieval, maintenance and/or repairs), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; and (b) ensure our personnel have full access to the Site and the Item(s) at all times. We will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which we hereby release and agree to indemnify, defend and hold harmless E. If you, or your authorized agent is/are not present upon delivery and/or retrieval of, or performance of any service(s) on, any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

(4) You agree to protect and properly care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to TTE on time during regular business hours, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, with the appropriate lubricants. If you fail to do so, you will pay TTE: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) any and all costs and expenses we may incur in connection with your failure to do so. (5) Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected not based on any recommendation by TTE and inspected solely by you; and (b) you: (i) have received, understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all training required under applicable EPA, OSHA, ASSE, ANSI Standards) regarding the proper and safe transportation, installation, fueling, use, maintenance and storage of such Item(s), (collectively, "Instructions"); (ii) will fully comply therewith (including applicable EPA Tier 4 regulations); (iii) have been made aware of the need to use all recommended and required safety equipment; (iv) will use each Item for its intended purpose, in a reasonable and safe manner; (v) will give any required notice(s) to, and obtain all necessary licenses, authorizations and permits from, the appropriate governmental authorities; (vi) have obtained, or will timely obtain, all necessary licenses, authorizations and approvals; (vii) will advise all local utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (call 811 or 800-781-7474 at least 2 full business days advance); (viii) will immediately cease using any item that breaks down, malfunctions or proves defective (a "Malfunction"); and (ix) will ensure that all other authorized users comply herewith.

(6) In the event of a "Malfunction" (as defined in Section 5), you will immediately notify TTE, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. TTE will have no other obligation(s) regarding Malfunctions, all of which you waive (including all incidental and consequential damages).

(7) TTE owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including re-rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim or encumbrance on any such item. You may not transfer, sublease or assign any item or this Contract without the prior written consent of TTE. TTE may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event you agree to attorn to the assignee and agree that such assignee shall not be responsible for, any pre-existing obligations or liabilities of TTE.

(8) **WARNINGS: HEAVY EQUIPMENT INCLUDING MOTOR GRADERS, MILLING EQUIPMENT, LOADERS, EXCAVATORS, DEMOLITION EQUIPMENT, AND OTHER ITEMS USED FOR LIFTING, LOADING, DIGGING, COMPACTING, BREAKING, BORING, TOWING AND/OR HAULING, IS/ARE INHERENTLY DANGEROUS, AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE ONLY.**

THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS.

(9) YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL AUTHORIZED OPERATORS OF THE ITEM(S), REFERENCED HEREIN, and ensure that each such item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by TTE, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the Instructions and all applicable laws, rules, regulations, warranties and policies of insurance, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; or (ii) take possession of or exercise control over any item without our prior consent (in our sole discretion).

(10) TTE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "AS-IS". EXCEPT ONLY AS MAY BE REQUIRED BY APPLICABLE LAW, TTE MAKES NO WARRANTY(IES), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, WORKMANLIKE PERFORMANCE, OR FREEDOM FROM DEFECTS, INFRINGEMENT OR INTERFERENCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF TTE, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY OR ON BEHALF TTE CONSTITUTE REPRESENTATIONS OR WARRANTIES.

(11) **INDEMNITY/HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN, INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING,

TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S); AND (B) **RELEASE AND DISCHARGE/TTE FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS** TTE AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES AS WELL AS ANY NEGLIGENCE OR CLAIMED NEGLIGENCE OF TTE, ITS AGENTS, CONTRACTORS, EMPLOYEES AND/OR REPRESENTATIVES. You hereby waive any and all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against TTE. (12) You will maintain all insurance TTE deems necessary, but in any event, (unless we otherwise agree in writing) at least: (a) commercial general liability insurance with minimum limits of \$2,000,000 per occurrence; (b) Hired Auto Physical Damage (up to Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than \$2,000,000 per occurrence; and (c) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name TTE as an additional insured and loss payee; (ii) waive subrogation against TTE; and (iii) be primary. You will: (A) provide TTE with copies of the proper endorsements for such coverages specifying that they will not be cancelled during the Term; and (B) notify TTE immediately in the event of any accident, loss, damage to or destruction of any Rented Item(s). If you do not provide the above referenced proof of insurance prior to commencement of the Term, you agree to purchase the Damage Waiver referenced in Section 13 (13) If and only if, you have purchased the **OPTIONAL DAMAGE WAIVER** (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to TTE for the cost to repair or replace covered Rented Item(s) which suffer physical damage during the Term. You will, however, remain liable for all: (a) damage or loss caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) gross negligence, misuse and/or abuse; (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any applicable law or policy of insurance; (b) damage to tires, belts, chains, knobs and hoses, and (c) repair/replacement costs exceeding \$5,000 in the aggregate (for all covered items). You may decline Damage Waiver if you provide the deposit specified on Page 1. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

(14) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to TTE; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver, as provided in Section 13 above), you will be in default, whereupon, TTE may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other transgression (for which you hereby agree to indemnify, defend and hold harmless TTE); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder, at law or in equity.

(15) To the maximum extent permitted by applicable law, you hereby grant to TTE a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used. TTE may, without notice or liability to you inspect any Rented Item(s) at any time if any performance required of TTE is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond TTE's reasonable control). TTE will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding TTE's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize TTE to obtain and retain your credit information and history, and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay TTE the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and TTE. **TTE's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) TTE's attorneys' fees and other costs of enforcing this Contract; and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each item. Neither TTE's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy TTE may have. Your duties hereunder are UNCONDITIONAL.

(16) If a purchase option has been made available with respect to any Item(s), the percentage of the Rent paid hereunder for the subject Item(s) during only the current single continuous rental (not for prior rentals) specified on Page 1 will be applied to the purchase price for such Item(s); provided that you: (a) fully and timely comply with each provision of this Contract; and (b) obtain such items solely for business purposes, and not for any personal, family or household use. Any Item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "AS-IS" and "WITH ALL FAULTS". All such sales will be subject to the terms of this Contract, *mutatis mutandis* (modified as appropriate). All Item(s) not specifically identified as Sale Items on Page 1 will be deemed "Rented Item(s)".

(17) This Contract, and any Addenda signed or provided by TTE, represent the entire agreement between you and TTE, superseding all other oral and written agreements and representations (including TTE's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. *Pristinum tabulae scribere abs est ius*. Time is of the essence. There are no third-party beneficiaries hereto. **These Terms and Conditions will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from TTE** (except only as otherwise agreed by TTE). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of South Dakota, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to the County in which the TTE location from which you rented or purchased the Item(s) or services (as applicable) is located. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimiled signatures on this Contract will be enforceable as originals.

(18) **WARNING: A person commits theft if that person intentionally obtains property or service which that person knows is available only for compensation, by deception, threat, or other means to avoid payment for the service or property.**

Refer to South Dakota Codified Laws, § 22-30A-8, et seq. for additional information.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

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SIoux FALLS
901 E 60th St N
Sioux Falls, SD 57104
(605) 336-2000

RAPID CITY
1810 Deadwood Ave
Rapid City, SD 57702
(605) 342-5694

ABERDEEN
38490 Hwy 12
Aberdeen, SD 57401
(605) 229-0237

TRUCK & EQUIPMENT

SALES

RENTAL

SERVICE

PARTS

RENTAL CONTRACT

Customer #

Contract #

Date:

08/30/24

LESSEE

DESTINATION ("Site")

Name: Lake Area Technical College

Phone: (605) 882-5284

Job:

Construction Class

Address: 230 11th ST NE

City/County:

Codington

City / State / Zip Watertown SD 57201

State:

South Dakota

DESCRIPTION(S) OF RENTED ITEM(S):

BASIC TERMS

RENT PER ITEM / MAXIMUM HOURS**

Lessor ("TTE") hereby leases to Lessee, and Lessee hereby hires and leases from TTE, pursuant to the terms and conditions of this Rental Contract (including the "Terms and Conditions of Rental Contract" set forth on this Page 1 and on the reverse side or Page 2 hereof, the following items (each, a "Rented Item"):

Scheduled Rental Term

Equipment
Value *** (for
buyout or
insurance)

Daily

Weekly

4-Wk

Excess
Rate per
Hour

Begin

End

8 HR

40 HR

160 HR

22-24-01 2024 Volvo CE PT125C S/N 327451
Deliver ASAP to Watertown

9/11/24

6/30/25

\$110,000

\$1,000.00

No Tax

Customer is responsible for any damage

Return Full Of Fuel & Def For No Extra Charge
Return Clean For No Extra Charge

		Total Miles
CUSTOMER or THIRD PARTY PICKUP		Transource DELIVERY/PICKUP at \$2.75 per one way mile

ESTIMATED RENTAL

FREIGHT

EQUIPMENT MUST BE CLEAN AND FULL OF FUEL UPON RETURN; CLEANING AND FUELING CHARGES WILL APPLY, LESSEE WILL BE RESPONSIBLE FOR ALL DAMAGES AND MAINTENANCE DURING THE RENTAL PERIOD, BROOM WEAR WILL BE CHARGED AT \$150.00 PER INCH

CLEANUP, FUEL & BROOM CHARGES

Hours Out		Hours In	
Damage Waiver Bought		Waiver Declined	

SALES TAX % IF
APPLICABLE:

All Rent and other amounts due under this Rental Contract shall be paid by Lessee to TTE in person at TTE's place of business, or sent to: 901E 60th St, N SIOUX FALLS, SOUTH DAKOTA 57104.

ESTIMATED TOTAL

\$0.00

IMPORTANT. PLEASE READ CAREFULLY BEFORE SIGNING:

This is a legally binding Contract. Important Terms and Conditions appear on the Reverse Side and/or following page(s) hereof (and on any Instructions and/or Addenda referenced herein or included herewith), all of which are incorporated herein. Modifications and additions to this Contract, oral or written, are hereby objected to, and shall not be enforceable unless specifically approved in writing TTE. The undersigned "Customer" or "Lessee" represents, warrants, covenants and agrees that he/she/it has carefully reviewed, understands, and agrees to the terms of this Contract (including the Reverse Side or Page 2, and all separate Instructions and Addenda), has received complete and legible copies of each, and hereby PERSONALLY GUARANTEES the prompt payment and performance of all obligations of the "Customer" or "Lessee" arising under or in connection with each of the same.

Title: The Rented Item(s) is/are and will at all times remain the property of TTE (unless purchased by Lessee in accordance with the terms of this Contract), and shall remain personal property regardless of whether any such Rented Item(s) shall be affixed to realty.

TTE: TRANSOURCE TRUCK AND EQUIPMENT, INC.

BY:

LESSEE (Signature):

Authorized Representative

Name (Printed):

Cam Corey Vice President

8/31/24

Date

OPTION TO PURCHASE: ☐ Initials of TTE If an Option to Purchase has been granted.***

If an "Agreed Value" has been added to the list of Rented Item(s) appearing above, and the "Option to Purchase" box has been initiated by an authorized representative of TTE, then with respect only to such Rented Item(s), it is further agreed that, subject to the "Terms and Conditions of Rental Contract" set forth on the reverse side or Page 2 hereof (including without limitation, Section 16), Lessee shall have the option to purchase such Rented Item(s) for the "Agreed Value" set forth above, plus any and all additional taxes, fees, duties, costs and expenses incurred by TTE; provided that, Lessee represents and warrants that Lessee is renting/purchasing such Rented Item(s) for a valid business purpose, and not for personal, family or household use.

Lessee's Insurance Provider Required:

Company	
Agent	
Phone	
Address	

APPLICATION OF RENTALS TO EQUIPMENT VALUE (IF ANY)

***If and only if both the above referenced OPTION TO PURCHASE and the "EQUIPMENT VALUE" set forth next to the Description of any Rented Item(s) above, have been initiated by an authorized representative of TTE, then provided that Lessee remains in full and timely compliance with each of the terms and conditions of this Contract at all times during the Rental Term, upon the expiration or termination of such Rental Term (but not thereafter), Lessee may apply 100% of the Rent actually paid to and received by Lessor for the subject Rented Item(s), against its/their respective Agreed Value(s) for six months and 80% of the rents thereafter (plus interest during such Rental Period at a rate equal to the lesser of WSJ prime plus 5% or the highest legal rate permitted under applicable law). Titled trailers are limited to a six month rental period per South Dakota law.

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(4) If we agree to provide any services (e.g. delivery, retrieval, maintenance and/or repairs), you will: (a) pay our regular charge(s) therefor, and for time spent awaiting access to the Site; and (b) ensure our personnel have full access to the Site and the Item(s) at all times. We will not be responsible for any delay(s) caused by the acts or omissions of any other parties, including providers of other equipment or services ("Other Providers") for which we hereby release and agree to indemnify, defend and hold harmless E. if you, or your authorized agent is/are not present upon delivery and/or retrieval of, or performance of any service(s) on, any Item(s), you agree to accept the statements of our representatives regarding the same (including status, condition and quantities).

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(6) In the event of a "Malfunction" (as defined in Section 5), you will immediately notify TTE, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are **EXCLUSIVE**. TTE will have no other obligation(s) regarding Malfunctions, all of which you waive (including all incidental and consequential damages).

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(8) **WARNINGS: HEAVY EQUIPMENT, INCLUDING MOTOR GRADERS, MILLING EQUIPMENT, LOADERS, EXCAVATORS, DEMOLITION EQUIPMENT, AND OTHER ITEMS USED FOR LIFTING, LOADING, DIGGING, COMPACTING, BREAKING, BORING, TOWING AND/OR HAULING, IS/ARE INHERENTLY DANGEROUS, AND SHOULD BE MOVED, SERVICED, MAINTAINED, REPAIRED AND USED WITH GREAT CARE ONLY.**

THEIR INTENDED PURPOSE(S), AND ONLY BY PROPERLY QUALIFIED, INSTRUCTED, AND IF APPLICABLE, LICENSED, INDIVIDUALS.

(9) YOU AGREE TO PROVIDE ANY AND ALL NECESSARY FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL AUTHORIZED OPERATORS OF THE ITEM(S), REFERENCED HEREIN, and ensure that each such item is used safely and only: (a) for its intended purpose(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by TTE, at the Site; (d) BY PROPERLY TRAINED, QUALIFIED, AND/OR LICENSED (AS APPLICABLE) OPERATORS; and (e) otherwise in full compliance with the Instructions and all applicable laws, rules, regulations, warranties and policies of insurance, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove, conceal, repair, modify, damage or destroy any Rented Item; or (ii) take possession of or exercise control over any item without our prior consent (in our sole discretion).

(10) TTE IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE ITEM(S) REFERENCED HEREIN, ALL OF WHICH ARE PROVIDED "AS-IS," EXCEPT ONLY AS MAY BE REQUIRED BY APPLICABLE LAW. TTE MAKES NO WARRANTY(IES) EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, CAPACITY, WORKMANLIKE PERFORMANCE, OR FREEDOM FROM DEFECTS, INFRINGEMENT OR INTERFERENCE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY OR AT THE DIRECTION OF TTE, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS OR ADVERTISEMENTS BY OR ON BEHALF TTE CONSTITUTE REPRESENTATIONS OR WARRANTIES.

(11) **INDEMNITY/HOLD HARMLESS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU: (A) ASSUME ALL RISK OF INJURY, LOSS, DAMAGE, DESTRUCTION AND ENVIRONMENTAL CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH ALL ITEM(S) AND SERVICE(S) REFERENCED HEREIN INCLUDING WITHOUT LIMITATION, ANY AND ALL LIABILITIES, CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING,

TRANSPORTATION, DEMONSTRATION, STORAGE, MAINTENANCE, REPAIR AND/OR RETAKING OF ANY SUCH ITEM(S) OR SERVICE(S); AND (B) **RELEASE AND DISCHARGE TTE FROM AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS** TTE AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, INSURERS, SUBROGEEES, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR ASSOCIATED WITH ANY AND/OR ALL OF SUCH ITEM(S) AND/OR SERVICES AS WELL AS ANY NEGLIGENCE OR CLAIMED NEGLIGENCE OF TTE, ITS AGENTS, CONTRACTORS, EMPLOYEES AND/OR REPRESENTATIVES. You hereby waive any and all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, and punitive damages, against TTE.

(12) You will maintain all insurance TTE deems necessary, but in any event, (unless we otherwise agree in writing) at least: (a) commercial general liability insurance with minimum limits of \$2,000,000 per occurrence; (b) Hired Auto Physical Damage (up to Actual Cash Value), and Hired Auto Liability Insurance with limits of not less than \$2,000,000 per occurrence; and (c) "all-risk" or inland marine insurance (or the equivalent), including coverage for property in transit, covering all loss of, and damage to, the Rented Item(s) for the full (new) replacement value thereof. All such policies shall: (i) name TTE as an additional insured and loss payee; (ii) waive subrogation against TTE; and (iii) be primary. You will: (A) provide TTE with copies of the proper endorsements for such coverages specifying that they will not be cancelled during the Term; and (B) notify TTE immediately in the event of any accident, loss, damage to or destruction of any Rented Item(s). If you do not provide the above referenced proof of insurance prior to commencement of the Term, you agree to purchase the Damage Waiver referenced in Section 13.

(13) If and only if you have purchased the **OPTIONAL DAMAGE WAIVER** (set forth on Page 1, if available) and paid the Damage Waiver Fee prior to commencement of the Term, you will have no liability to TTE for the cost to repair or replace covered Rented Item(s) which suffer physical damage during the Term. You will, however, remain liable for all: (a) damage or loss caused in whole or in part by: (i) your breach of any provision of this Contract; (ii) theft or other failure to return Rented Item(s); (iii) gross negligence, misuse and/or abuse; (iv) vandalism and malicious mischief; (v) use of alcohol or drugs; and/or (vi) use of any Rented Item in violation of any applicable law or policy of insurance; (b) damage to tires, belts, chains, knobs and hoses; and (c) repair/replacement costs exceeding \$5,000 in the aggregate (for all covered items). You may decline Damage Waiver if you provide the deposit specified on Page 1. **DAMAGE WAIVER IS NOT INSURANCE, NOR IS IT A WARRANTY.**

(14) If you or any guarantor: (a) fail to fully and timely comply with any provision of this Contract; (b) provide any incorrect or misleading information to TTE; (c) become insolvent; or (d) die or cease conducting business, or if any Rented Item(s) shall be lost, damaged or destroyed (except to the extent covered by Damage Waiver, as provided in Section 13 above), you will be in default, whereupon, TTE may without notice or liability to you: (i) terminate your rental; (ii) seek relief from any automatic stay; (iii) recover, lock or disable the Rented Item(s) without being guilty of trespass, breaking and entering, or other transgression for which you hereby agree to indemnify, defend and hold harmless TTE; (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase replacement item(s) as necessary; (vi) recover from you and/or any guarantor our associated direct and indirect damages, costs and expenses (including without limitation, Rent for the remainder of the Term and attorneys' fees); and/or (vii) pursue any other rights and/or remedies available hereunder at law or in equity.

(15) To the maximum extent permitted by applicable law, you hereby grant to TTE a lien on all real property improved with any Rented Item(s), or on which it/they may be located or used. TTE may, without notice or liability to you inspect any Rented Item(s) at any time. If any performance required of TTE is delayed or rendered impractical as a result of any act or omission of any Other Provider(s) or any "Act of God" (e.g., any event, fact or circumstance beyond TTE's reasonable control), TTE will be excused from such performance. You waive the benefits of any and all statutes of limitations regarding TTE's rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize TTE to obtain and retain your credit information and to submit all amounts coming due hereunder for payment on your debit or credit card, and you waive all claims with respect thereto. You agree to pay TTE the maximum lawful charge for any check you write which is returned unpaid. This Contract cannot be further amended or extended except in a writing signed by both you and TTE. **TTE's maximum liability in connection with this Contract is limited to the amount(s) actually paid by you hereunder.** This Contract allocates to you the risk of injury, loss of, or damage to, persons or property arising in connection with the Item(s), and that allocation is reflected in a reduced Rent. You will pay: (a) TTE's attorneys' fees and other costs of enforcing this Contract; and (b) all taxes (including all sales, use, transfer, value added, environmental and other taxes), fines, fees, assessments and other charges related to each Item. Neither TTE's exercise, nor its failure or delay in the exercise, of any rights or remedies will constitute an election of remedies or a waiver of any right or remedy TTE may have. Your duties hereunder are **UNCONDITIONAL**.

(16) If a purchase option has been made available with respect to any Item(s), the percentage of the Rent paid hereunder for the subject Item(s) during only the current single continuous rental (not for prior rentals) specified on Page 1 will be applied to the purchase price for such Item(s); provided that you: (a) fully and timely comply with each provision of this Contract; and (b) obtain such items solely for business purposes, and not for any personal, family or household use. Any Item(s) sold to you ("Sale Items"), as provided on Page 1 are provided "**AS-IS**" and "**WITH ALL FAULTS**." All such sales will be subject to the terms of this Contract, *mutatis mutandis* (modified as appropriate). All Item(s) not specifically identified as Sale Items on Page 1 will be deemed "Rented Item(s)".

(17) This Contract, and any Addenda signed or provided by TTE, represent the entire agreement between you and TTE, superseding all other oral and written agreements and representations (including TTE's website and advertising). The terms of this Contract are severable. If any provision hereof is deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be modified to the minimum extent necessary to make such provision valid and enforceable, or if no such modification shall be possible, deleted, and in either such event, the remainder of this Contract will remain valid and in full force and effect. *Pristinum tabulae scribere abs etiam*. Time is of the essence. There are no third-party beneficiaries hereto. **These Terms and Conditions will be deemed to apply not only to all Item(s) identified on Page 1, but also to all other items you obtain from TTE** (except only as otherwise agreed by TTE). This Contract (a) has been specifically negotiated by the parties hereto (each waiving any and all rights to claim it constitutes an "adhesion contract"); and (b) shall be interpreted under the laws of the State of South Dakota, with proper venue for any and all associated legal proceedings lying solely and exclusively in the federal and state courts located in or nearest to the County in which the TTE location from which you rented or purchased the Item(s) or services (as applicable) is located. You hereby consent and submit to such jurisdiction and venue and waive all claims that such venue constitutes an inconvenient forum. Digital, electronic, photocopied or facsimile signatures on this Contract will be enforceable as originals.

(18) **WARNING: A person commits theft if that person intentionally obtains property or service which that person knows is available only for compensation, by deception, threat, or other means to avoid payment for the service or property.**

Refer to South Dakota Codified Laws, § 22-30A-8, et seq. for additional information.

LESSEE ACKNOWLEDGES THAT A LARGER-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

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6500 W. 12th St

Sioux Falls SD

605-261-6046

ESTIMATE FOR:

Lake Area Tech

1201 Arrow Ave NE Watertown SD 57021

Steve Henningsgaard

605-956-0957

PROPOSAL FOR 3 MONTHS OF RENTAL FOR DD100 Develon Dozer

\$4800 per month

Lake Area Tech to pick unit up from Dakota Iron Equipment in Sioux Falls SD.

Thanks for Choosing Dakota Iron Equipment!

RENTAL AGREEMENT

COMPANY: Dakota Iron Equipment

Address: 6500 W. 12th St. Sioux Falls, SD 57107

START DATE: 8-26-2024

- 3 Month Rental

END DATE: 11-26-2024

SERIAL/VIN #: DW6CDZACHP1010255

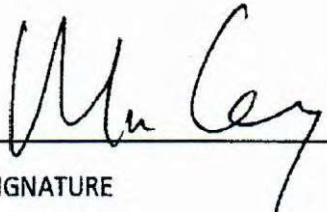
MAKE/MODEL: Develon DD100

STOCK: Yes - Sioux Falls - DD100

EQUIPMENT VALUE: \$190,000

RENTAL FEE (Amount charging us): \$4800

RENTAL FEE (Normal Monthly Rate): \$5250 Saving \$450 per month.


SIGNATURE

8-23-2024
DATE

 8-23-24

TITAN MACHINERY

AG RENTAL AGREEMENT

Store Location Watertown

LESSOR HEREBY RENTS THE EQUIPMENT LISTED BELOW TO LESSEE PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS

Lessee: (Exact Legal Name) Watertown School district (LATC)	
Type of Business (Circle One) Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/>	
Address: 200 9th ST NE	
City: Watertown	County: Codington
State: SD	Zip Code: 57201-2863
Phone: 605-882-6335	Cell: 605-956-0957 (Steve)
Social Security No./Taxpayer ID No.	
Freight Carrier:	

	Rate	Total
<input type="checkbox"/> DAY		\$
<input checked="" type="checkbox"/> PER HOUR	\$20	\$
<input type="checkbox"/> PER ACRE		\$
<input type="checkbox"/> OTHER		\$
FREIGHT		\$
PHYSICAL DAMAGE INSURANCE		\$
SUB-TOTAL		\$
SALES TAX (____%)		\$
TOTAL		\$

* Excess hours will be billed at the pro-rated base rate it is being rented for.
*Transportation to and from dealership, charges for special requirements and non-standard requests are in addition to rental rates

The following is the location, job and project number where the equipment will be located or used.

LOCATION: Watertown, SD	RENTAL PERIOD:
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RENTAL EQUIPMENT ("EQUIPMENT")

TAG	MAKE	MODEL	DESCRIPTION	SERIAL #
E00587846	CaseIH	380CVT	Tractor	JJAMK380TRRK02302

ATTACHMENTS:
Please insure for a value of \$650,000.00

	DATE	HOURS	INSPECTION/DAMAGE	CUSTOMER TAKES POSSESSION (CITY, STATE)
UNIT OUT	8/26/24	15	new unit no damage	Watertown, SD
UNIT IN				

For all equipment rentals before leaving a Titan facility, customers are required to either: (i) provide proof of acceptable Physical Damage Insurance coverage; or (ii) purchase a Loss Damage Waiver (LDW). LDW covers most causes of loss or damage, including: collision, overturns, theft, vandalism, fire, flood, wind, hail, and earthquake. LDW does not cover loss or damage caused by: exceeding rated load capacity, misuse, abuse, mysterious disappearance, mechanical breakdown, improper maintenance, wear and tear, and ingestion of foreign objects.

Initial (LDW 15% of Rental Charge)	YES, I will purchase the Loss Damage Waiver. I understand that I am responsible for the first \$1,000 or the first 35% of the Equipment's value if the value is less than \$1,000, per occurrence for eligible loss or damage to the Equipment.	Initial	NO, I decline to purchase the Loss Damage Waiver and will provide proof of acceptable Insurance coverage.
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CUSTOMER RESPONSIBILITIES:

1. **Insurance.** During the rental period, Customer shall maintain the minimum insurance coverage set forth in paragraph 6 of the back side hereof which includes the requirement that Customer carry liability insurance of not less than \$1,000,000 per occurrence for personal injury and \$500,000 for property damage. Such policies shall name Titan as an additional insured (including an additional insured endorsement) and loss payee. Customer assumes all risks associated with the Equipment during the rental period, including injury and damage to persons and property. Any loss not covered by insurance will be paid by Customer, and Customer authorizes Titan to charge its credit card or account, as applicable. Customer agrees not to dispute charges to its credit card for uninsured losses/damages.

2. Use of Equipment: Maintenance.

- Customer shall only use the Equipment in accordance with paragraph 2 (Permitted Use) on the back side hereof.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions (owner's operating manual), or if Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Titan immediately.
- Customer shall, at its expense, insure proper maintenance in accordance with the terms and conditions as set forth in paragraph 15 on the back side hereof.

3. **Overage Hours.** Overage hours (i.e., hours of use in excess of the enumerated one shift maximum hours) will be billed at a prorated rate equal to the rental rate divided by the maximum hours for the rental period.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE WHICH CUSTOMER HAS HAD THE OPPORTUNITY TO READ PRIOR TO SIGNING.

Customer [Signature] Signature _____ Titan Machinery
Print Name Tanya Sanderson Date 8.23.24 Approved By _____ Date _____

1st Copy: Accounting

2nd Copy: Customer

3rd Copy: Retain

ADDITIONAL TERMS AND CONDITIONS

1. **TERMS.** All of the terms herein are incorporated into this and all future contracts between Titan Machinery and Customer. Any contract terms referred to in Customer's purchase order or other Customer document shall be void. "Customer" is identified on the front side hereof and includes any of its representatives, agents, officers or employees and anyone signing this Contract on its behalf. "Equipment" is the equipment and/or services identified on the front side hereof, together with all replacements, repairs, additions, attachments and accessories thereto and all future Equipment rented. "Site Address" is the location that Customer represents the Equipment will be located during the rental period and is identified on the front side hereof. "Store" is the Titan Machinery store location identified on the front side hereof. "Titan" or "Titan Machinery" is Titan Machinery Inc. and its affiliated companies, their respective officers, directors, employees and agents. The Equipment is and shall remain the personal property of Titan Machinery and shall not be affixed to any other property.

2. **PERMITTED USE.** Customer warrants that: (a) prior to each use, Customer has or will inspect the Equipment to confirm that it is in good condition, without defects, includes readable decals and operating and safety instructions and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment or Customer may authorize Titan Machinery to leave the Equipment at the Site Address without requirement of written receipt; (c) Customer shall immediately notify Titan Machinery if the Equipment is lost, damaged, stolen, unsafe, disabled, malfunctioning, levied upon, threatened with seizure, or if any incident occurs; (d) Customer has received from Titan Machinery all information needed or requested regarding the operation of the Equipment; (e) Titan Machinery is not responsible for providing operator training (Customer being responsible to obtain all training that Customer desires prior to use of the Equipment); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired); (g) the Equipment's use shall be in a careful manner, in compliance with all operational and safety instructions provided on, in or with the Equipment and all Federal, State, and local laws, permits and licenses, including but not limited to, OSHA and MSHA; and (h) the Equipment shall be kept in a secure location.

3. **PROHIBITED USE; LOCATION.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions; (b) assign its rights under this Agreement; (c) use the Equipment in a negligent or unauthorized manner; or (d) allow the use of the Equipment by an unauthorized or unqualified individual. Customer acknowledges that the Equipment may be dangerous if used improperly or by untrained parties.

The Equipment will be operated and stored only at the Site Address. At all times, Customer will advise Titan of the exact location of the Equipment. Titan may enter any premises under Customer's control to inspect the Equipment and may remove it if in Titan's opinion it is being abused or used beyond its capacity.

4. **CUSTOMER LIABILITY DURING THE RENTAL PERIOD. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING.** "Incident" means any fire, citation, theft, accident, casualty, loss, injury, death, or damage to person or property, claimed by any person, or entity that appears to have occurred in connection with the Equipment. After an Incident, Customer shall (a) immediately notify Titan Machinery, the police, if necessary and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Titan Machinery or its agents investigate; (c) immediately submit to Titan Machinery copies of all police and third party reports; and (d) pay Titan Machinery, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced, plus the full cost of repairs of damaged equipment or the replacement cost of lost or totaled equipment. Titan Machinery shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

5. **INDEMNIFICATION.** Customer shall indemnify and hold harmless Titan Machinery, its agents, and employees from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, for all damages or injury to all persons, whether employees or otherwise, and to all property (including the Equipment), arising out of, resulting from, or in any manner connected with, the use or possession of the Equipment by Customer, its agents, subcontractors, or employees (collectively the "Loss"); provided that the Loss is caused in whole or in part by any negligent act or omission of Customer, its agents, subcontractors, or employees. Customer's indemnification obligation shall not apply to a Loss caused solely by the negligent acts or omissions of a party indemnified hereunder. Customer agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the risks allocated under this paragraph; provided that the Customer's inability or failure to secure such insurance does not alter its indemnification obligations hereunder.

6. **INSURANCE.** During the Rental Period, Customer shall maintain the following minimum insurance coverage: (a) general liability insurance of not less than (i) \$1,000,000 per occurrence for personal injury; (ii) \$500,000 for property damage; (b) physical damage insurance covering loss/damage to the Equipment in an amount equal to the replacement costs; (c) workers' compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, a hired and non-owned vehicle liability coverage and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used or transported on any roadway. The insurance shall include coverage for Customer's contractual liabilities herein. The insurance shall not exclude boom damage or boom overload. Such policies shall name Titan as an additional insured (including an additional insured endorsement) and loss payee, and provide for Titan to receive at least 30 days prior written notice of any cancellation or material change. Customer shall provide Titan with certificates of insurance evidencing the required policies prior to any rental and at any time upon Titan's request. In the event that Customer does not have insurance covering damage/loss to the Equipment, Titan will insure this damage/loss risk for the Equipment at a charge of 15% of the rental amount, but Customer remains liable for any deductible. To the extent Titan Machinery carries any insurance, such insurance will be considered excess insurance. **THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ITS INDEMNIFICATION OBLIGATION OR ANY OTHER OBLIGATION PROVIDED HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.**

7. **RENTAL RATES.** The total charges specified in this Agreement are: (a) estimated based upon Customer's representation of the estimated rental period identified on the front side hereof (rental

rates beyond the estimated rental period may change); and (b) for the Equipment's use for "one shift," being not more than 9 hours per day, 45 hours per week, or 176 hours per 4-week period, as applicable, except as otherwise noted on the front side. Customer is responsible for (i) all rental rates, fees, licenses, taxes and governmental charges based on Customer's use of the Equipment, including additional fees for more than "one shift" use; (ii) delivery and pickup costs to and from the Store; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) fees for lost keys; (vi) fuel used during the rental period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (to cover Titan Machinery's direct and indirect costs of refueling the Equipment); (vii) fines for use of dyed diesel fuel in on-road Equipment; and (viii) any applicable environmental fee incurred by Titan Machinery. The convenience charge for off road diesel fuel does not include state motor fuel taxes. If Customer's use of the equipment extends beyond the initial rental period stated on the front side, then Customer shall be liable to pay Titan's standard rental rate for such extended use.

8. **PAYMENT.** Customer shall pay amounts due, without any offsets, in full at the time of rental, unless Customer has approved credit (credit customers must pay upon receipt of Titan Machinery's invoice). Customer must notify Titan Machinery in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Titan Machinery's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, customer agrees to a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law on all delinquent accounts, until paid in full. Deposits are only required to be returned after all amounts are paid in full. If Customer has used a credit card to pay for charges or to guarantee payment, Customer authorizes Titan Machinery to charge the credit card all amounts shown on the contract and charges subsequently incurred by Customer including, but not limited to, loss of or damage to the Equipment.

9. **NO WARRANTIES.** TITAN MACHINERY MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE AS TO THE FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE, OR ANY OTHER ASPECT OF THE EQUIPMENT OR ITS MATERIAL OR WORKMANSHIP.

10. **LIMITATION OF TITAN'S LIABILITY.** TITAN MACHINERY'S LIABILITY UNDER THIS CONTRACT OR RESPECTING THE EQUIPMENT SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER. IN NO EVENT SHALL TITAN MACHINERY BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

11. **ATTORNEYS' FEES.** All costs and expenses incurred by Titan in connection with collecting any amounts and damages owing by Customer pursuant to the provisions of this Contract or to enforce any provision of this Contract, including, without limitation, reasonable attorneys' fees (including the services of in-house counsel), whether or not any action is commenced by or on behalf of Titan shall be paid by Customer.

12. **GOVERNING LAW; JURISDICTION.** THIS CONTRACT IS GOVERNED BY THE LAWS OF NORTH DAKOTA. THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL OR STATE COURTS SITTING IN FARGO, NORTH DAKOTA. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY.

13. **RETURN OF EQUIPMENT.** On the date of expiration or termination of the Agreement, Lessee shall (a) at Customer's own expense, return the Equipment to Store; (b) pay all charges incurred by Titan to repair any excessive wear and tear, damage caused by lack of required maintenance, and for any excess hour charges; (c) Customer is responsible for ground engagement wear parts including, but not limited to chain and teeth wear on trenchers; and (d) return the machine in reasonably clean condition or will be charged for cleaning the equipment at \$50 per hour (2 hour minimum). Excessive wear and tear includes but is not limited to glass breakage, repair to metal work and trim, rips, tears, dents, bending, staining, corrosion and tires in an unsafe condition. If the Equipment is returned damaged, in addition to the charges to repair the damage, Customer will be responsible to pay rental charges until the Equipment is repaired.

14. **TITLE/LIENS/ASSIGNMENT.** Customer does not have any right, title or interest in the Equipment except the right to use it during the term hereof and the right to purchase the Equipment if an option to purchase is granted by Titan Machinery. Lessee agrees to keep the Equipment free and clear of all liens. Lessee will not assign this Agreement, enter into any sublease, or permit others to use the Equipment.

15. **MAINTENANCE.** At Customer's sole cost and expense, Customer will: (i) keep the Equipment in good condition and operating order; (ii) keep the equipment properly serviced, repaired and maintained in accordance with the operating manual, including but not limited to proper fuel, grease, checking fluid levels, correct tire pressure, proper track tension, scheduled oil changes, ground engagement wear parts at manufacturer's prescribed intervals; and (iii) make sure that the manufacturer's warranty remains valid. All maintenance/repairs shall be performed by, or authorized by Titan, using OEM parts, filters and oil.

16. **DEFAULT.** Customer shall be in default under this Agreement if: (a) Customer fails to make any payment due hereunder; (b) Customer shall become insolvent or bankrupt, make an assignment for the benefit of creditors, cease to do business as a going concern or suffer an adverse material change in financial condition; or (c) Customer fails to perform or observe any other covenant or condition of the Agreement.

17. **TERMINATION.** Either party may terminate this Agreement immediately upon written notice to the other party in the case of breach or default hereunder.

18. **EXCHANGE OF EQUIPMENT.** Upon notice to Customer, Titan is entitled to exchange the Equipment with a substantially similar machine. In the event of any such exchange, this Agreement shall continue and remain in full force and effect.

19. **MISCELLANEOUS.** This Agreement contains the entire agreement between the parties. There are no verbal or other representations or agreements other than as stated in this Agreement. This Agreement may only be modified by a writing signed by both parties. Terms of any purchase option will be set forth in a separate addendum signed by the parties. Time is of the essence as to each and every term of this Agreement.



920 9th Ave. SW
Watertown, SD 57201

Rental Contract

Contract No.: 62583



Sioux Falls, SD Rapid City, SD
605-336-3727 605-348-1155

Sioux City, IA Aberdeen, SD
712-255-3001 605-262-3727

Watertown, SD Omaha, NE
605-878-3727 531-365-3803

Order No....: 4513810
Contract Date: Mon, Aug 26, 2024
Phone Number: 605-882-5284
Out: Mon, Aug 26, 2024 7:00
Due: Thu, May 1, 2025 7:00
Order Taker: Matt Aderhold
PO Number....:

Bill To: 105979
LAKE AREA TECH INST
STEVE
1201 ARROW AVE
WATERTOWN, SD 57201-073

Equipment Location:
LAKE AREA TECH INST

1201 ARROW AVE
WATERTOWN, SD 57201-073

Ship Via
Customer Pick-UP

Quantity	Description	Part Number	Status	Rental Period	Amount
1.00 Ea	TRENCH ROLLER, WALK BEHIND 33.5" DRUM WIDTH Equipment #: 30219 Serial No.: 101720191249 Meter Out: 56.4Meter In: Sch Out: Mon, Aug 26, 2024 7:00	BMP8500-R Rate: 2,250.00 4wk / 750.00 Wk / 250.00 Dy \$35,900	Reserved	9 4wk Sch Ret: Thu, May 1, 2025 7:00	.00
1.00 Ea	MINI EXCAVATOR, 11'5" DIG DEPTH 12,18,OR 24" BUCKET Equipment #: 14506 Serial No.: WNCE1602TPAL00446 Meter Out: 986.6Meter In: Sch Out: Mon, Aug 26, 2024 7:00	E236-MX-R Rate: 2,700.00 4wk / 900.00 Wk / 300.00 Dy \$51,500	Reserved	9 4wk Sch Ret: Thu, May 1, 2025 7:00	.00
1.00 Ea	SKIDLOADER RIDE CONTROL, BLOCK HEATER, Equipment #: 29157 Serial No.: KBCZ141CVNJM31263 Meter Out: 128.8Meter In: Sch Out: Mon, Aug 26, 2024 7:00	SSV75PHRC-R Rate: 2,565.00 4wk / 855.00 Wk / 285.00 Dy \$59,500	Reserved	9 4wk Sch Ret: Thu, May 1, 2025 7:00	.00
Summary			Settlement		
			Amount due		
			Balance		

Delivery Instructions:

I HEREBY ACKNOWLEDGE THAT THE LESSEE IS REQUIRED TO HAVE LIABILITY AND PHYSICAL DAMAGE INSURANCE ON THE RENTAL EQUIPMENT ON THIS CONTRACT. I HAVE REVIEWED THE RENTAL AGREEMENT TERMS AND CONDITIONS ON THE REVERSE OF THIS PAGE AND AGREE TO THE SAME.

CUSTOMER SIGNATURE

Stan HOUSTON EQUIPMENT COMPANY, INC.

920 9th Ave. SW
Watertown, SD 57201

Rental Contract Reprint

Contract No.: 62584



Sioux Falls, SD 605-336-3727	Rapid City, SD 605-348-1155
Sioux City, IA 712-255-3001	Aberdeen, SD 605-262-3727
Watertown, SD 605-878-3727	Omaha, NE 531-365-3803

Order No.....: 4513811
Contract Date: Mon, Aug 26, 2024
Phone Number: 605-882-5284
Out: Mon, Aug 26, 2024 7:00
Due: Mon, Nov 18, 2024 7:00
Order Taker: Matt Aderhold
PO Number....:

Bill To: 105979
LAKE AREA TECH INST
1201 ARROW AVE
WATERTOWN, SD 57201-073

Equipment Location:
LAKE AREA TECH INST
1201 ARROW AVE
WATERTOWN, SD 57201-073

Instructions: Ship Via
Customer Pick-UP

Quantity	Description	Part Number	Status	Rental Period	Amount
1.00 Ea	TRACKLOADER W/CAB/HEAT/AC, 2 SPEED Equipment #: 30471 Serial No.: KBCZ053CCP1M20528 Meter Out: 135.0Meter In: Sch Out: Mon, Aug 26, 2024 7:00	SVL75-2HWC-KUB-R Rate: 1,000.00 4wk / 885.00 Wk / 295.00 Dy <i>\$74,900 - Equipment Value</i>	Reserved	3 4wk Sch Ret: Mon, Nov 18, 2024 7:00	3,000.00
1.00 Ea	4 MAN RTV, ENCLOSED CAB W/ Master Disconnect Equipment #: 13057 Serial No.: 21273 Meter Out: 1,088.4Meter In: Sch Out: Mon, Aug 26, 2024 7:00	RTV-X1140-R Rate: 500.00 4wk / 375.00 Wk / 125.00 Dy <i>\$28,500 - Equipment Value</i>	Reserved	3 4wk Sch Ret: Mon, Nov 18, 2024 7:00	1,500.00
Summary			Settlement		
Rental Charges	4,500.00	Amount due	4,500.00		
Total Charges	4,500.00	Balance	4,500.00		

I HEREBY ACKNOWLEDGE THAT THE LESSEE IS REQUIRED TO HAVE LIABILITY AND PHYSICAL DAMAGE INSURANCE ON THE RENTAL EQUIPMENT ON THIS CONTRACT. I HAVE REVIEWED THE RENTAL AGREEMENT TERMS AND CONDITIONS ON THE REVERSE OF THIS PAGE AND AGREE TO THE SAME.

CUSTOMER SIGNATURE

SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY
LEASE AGREEMENT

This Agreement is made and entered into by and between the Department of Public Safety, Office of the Highway Patrol, a state agency, of 118 West Capitol Avenue, Pierre, SD, 57501, (the "State") and Lake Area Technical Institute of 1201 Arrow Ave, NE, Watertown, South Dakota 57201 (the "Recipient").

The State hereby enters into this Lease Agreement with Recipient in consideration of and pursuant to the terms and conditions set forth herein.

1. The Recipient will be provided with a SDHP Cruiser to be used for the purpose of practical instruction for law enforcement training and in accordance with this Agreement. VIN number of the Cruiser in Question is 2C3CDXKT4FH739205; Equip I.D. #14AK314. RECIPIENT ACCEPTS THIS CRUISER 'AS IS', WITHOUT ANY WARRANTIES WHATSOEVER, AND IN ITS PRESENT CONDITION.

2. The term of this Lease Agreement shall commence on August 1, 2024 and end on August 1, 2026, unless sooner terminated pursuant to the terms hereof.

3. The Recipient will use State equipment identification number 14AK314.

4. Any and all expenses, including but not limited to fuel and maintenance of the Cruiser, will be the sole responsibility of the Recipient during the term of this lease.

5. Recipient agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Recipient in the defense. This section does not require Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

6. The Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Recipient shall maintain occurrence based commercial general

liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include as additional insured and beneficiaries; the State, the South Dakota Highway Patrol, and agents or employees of the State of South Dakota for any claim, cause of action, liability or other proceeding resulting from performance of this lease.

B. Business Automobile Liability Insurance:

The Recipient shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident.

C. Worker's Compensation Insurance:

The Recipient shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before taking possession of this Cruiser the Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Recipient shall furnish copies of insurance policies if requested by the State.

7. In regard to the use of the Cruiser, the Recipient is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

8. Recipient agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property or which may otherwise subject Recipient or the State to liability. Recipient shall report any such event to the State immediately upon discovery.

Recipient's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Recipient's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Recipient to report any event to law enforcement or other entities under the requirements of any applicable law.

9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Recipient breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become

unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

11. Neither this Agreement nor the Cruiser may be leased, subleased or assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit arising from, pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

13. The Recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

14. The Recipient may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Recipient will include provisions in its subcontracts requiring its subcontractors to adopt this agreement in full, including the indemnification and insurance provisions. The Recipient will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

15. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to **Major Jason Ketterling** on behalf of the State, and by and to **Chad Stahl** on behalf of the Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

16. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof. Failure to strictly enforce any provision of this Agreement shall not constitute a waiver by the State of any provision, right or responsibility contained herein.

17. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

In Witness Whereof, the parties signify their agreement by the signatures affixed below.

STATE

BY: Robert Perry
Robert Perry,
Cabinet Secretary
SD Department of Public Safety

8/29/2024
(Date)

RECIPIENT

BY: Chad Stahl
BY: Chad Stahl (Aug 15, 2024 11:56 CDT)

Print Name: Chad Stahl

Title: LATC Law Enforcement Department Supervisor

08/15/2024
(Date)

Cam Corey
Cam Corey
Vice President
9/6/24

SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY
LEASE AGREEMENT

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The State hereby enters into this Lease Agreement with Recipient in consideration of and pursuant to the terms and conditions set forth herein.

1. The Recipient will be provided with a SDHP Cruiser to be used for the purpose of practical instruction for law enforcement training and in accordance with this Agreement. VIN number of the Cruiser in Question is 2C3CDXKT4GH165576; Equip I.D. #14AK337. RECIPIENT ACCEPTS THIS CRUISER 'AS IS', WITHOUT ANY WARRANTIES WHATSOEVER, AND IN ITS PRESENT CONDITION.

2. The term of this Lease Agreement shall commence on August 1, 2024 and end on August 1, 2026, unless sooner terminated pursuant to the terms hereof.

3. The Recipient will use State equipment identification number 14AK337.

4. Any and all expenses, including but not limited to fuel and maintenance of the Cruiser, will be the sole responsibility of the Recipient during the term of this lease.

5. Recipient agrees to indemnify the State of South Dakota, its officers, agents, and employees, from and against all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Recipient shall defend the State of South Dakota, its officers, agents, and employees against any claim, including any claim, action, suit, or other proceeding related to the claim. Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of South Dakota, its officers, agents, and employees, Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Recipient in the defense. This section does not require Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

6. The Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Recipient shall maintain occurrence based commercial general

liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall include as additional insured and beneficiaries; the State, the South Dakota Highway Patrol, and agents or employees of the State of South Dakota for any claim, cause of action, liability or other proceeding resulting from performance of this lease.

B. Business Automobile Liability Insurance:

The Recipient shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident.

C. Worker's Compensation Insurance:

The Recipient shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before taking possession of this Cruiser the Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Recipient shall furnish copies of insurance policies if requested by the State.

7. In regard to the use of the Cruiser, the Recipient is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

8. Recipient agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property or which may otherwise subject Recipient or the State to liability. Recipient shall report any such event to the State immediately upon discovery.

Recipient's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Recipient's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Recipient to report any event to law enforcement or other entities under the requirements of any applicable law.

9. This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Recipient breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice.

10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become

unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

11. Neither this Agreement nor the Cruiser may be leased, subleased or assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit arising from, pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

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15. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to **Major Jason Ketterling** on behalf of the State, and by and to **Chad Stahl** on behalf of the Recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

16. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof. Failure to strictly enforce any provision of this Agreement shall not constitute a waiver by the State of any provision, right or responsibility contained herein.

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STATE

BY: Robert Perry
Robert Perry,
Cabinet Secretary
SD Department of Public Safety

8/29/2024
(Date)

RECIPIENT

BY: Chad Stahl
BY: Chad Stahl (Aug 15, 2024 11:58 CDT)

Print Name: Chad Stahl
Title: LATC Law Enforcement Department Supervisor

08/15/2024
(Date)

Cam Corey
Cam Corey
Vice President
9/6/24