



EQUIPMENT RENTAL AGREEMENT

PO BOX 9559, Fargo, ND 58106-9559 | Phone:701-280-3100 | Fax:701-298-1717

DATE: August 12, 2020	CUST #: C40185	STOCK NUMBER: M012949	SALESMAN: Phil Melmer
LESSEE: CITY OF HARRISBURG	COMPANY: CITY OF HARRISBURG	POINT OF POSSESSION: Harrisburg, SD	
ADDRESS 1: PO BOX 26	ADDRESS2: PO BOX 26	COUNTY: LINCOLN	
CITY: HARRISBURG	STATE: SOUTH DAKOTA	ZIP: 57032-0026	PHONE: 605-743-5872 FAX: 605-742-2831
SALES CONTACT: TOBY HUIZENGA - 605-231-6168		SUPPORT CONTACT: TOBY HUIZENGA - 605-231-6168	

EQUIPMENT: MAKE: CATERPILLAR, S/N: 0M9J00546, 140M2 AWD MOTOR GRADERCUTTING EDGE, 14' BLADEEND BITS, OVERLAYBLADE, 14' X 27" X 1"GLOBAL ARRANGEMENT,LOW AMBIENTMOLDBOARD, 14' PLUSHITCH, TOWINGLINES,STANDARD W/O ACCUMULATORPRECLEANER (SNOW)BASE + 4 (WM,WT,FL,RIP)STARTER, ELECTRIC, HEAVY DUTYCAB, PLUS (STANDARD GLASS)PRODUCT LINK PL542 - CELLULARLANGUAGE, ENGLISHLIGHT, LED WARNING STROBEMIRRORS, OUTSIDE HEATEDHEATER, ENGINE COOLANT, 120VCOMFORT PACKAGELINES, RIPPER, ADDITIONALMOUNTING, FRONT LIFTARTICULATION GUARDNO ACCUGRADESNOW ARRANGEMENTINSTALLATION AR- BOX FRAMEFENDERS, FRONT, AWD FENDERS, REARBACKUP CAMERADEL DATE 05/29/2012PUSHBLOCK - X015010GPS - X028576RIPPER - X030707TIRES - X040081GPS RADIO - X046331CELLULAR MODEM - X048446GRADE CONTROL SYSTEM - X050888GRADE CONTROL SYSTEM - YT001011AGRADE CONTROL SYSTEM - YT001011BGRADE CONTROL SYSTEM - YT001011C	
OTHER CONDITIONS: All North Central Rental & Leasing, LLC/Butler Machinery Company standard rental conditions apply. Upon return, additional cleaning charges may apply. WARRANTY AS STATED:	PURCHASE PRICE (excluding any applicable taxes): \$128,000.00

AGRICULTURAL EQUIPMENT:		SPRING SEASON ENDS JULY 1ST FALL SEASON ENDS DECEMBER 1ST	Season Rentals (Spring/Fall and Full) will be invoiced minimum amount due on delivery of machine. Any hours in excess will be invoiced upon receiving. Freight charges apply.	
Spring or Fall Season (200 Hrs. Allowed each):	\$0.00	Spring or Fall Season (400 Hrs. Allowed each):		\$0.00
OTHER				

CONSTRUCTION EQUIPMENT:		Rental Rates are based upon electric hour meter usage. Trailer rates are based upon mileage usage. Rental rate begins when machine leaves Butler Machinery Company or NCRL LLC's yard and ends when it returns. Plus applicable taxes, i.e., sales, property.							
RATE:	\$634.00	PER DAY	8 HRS N/A MI.	\$1,900.00	PER WEEK	40 HRS. 1,500 MI.	\$5,100.00	PER 4 WEEK	160 HRS. 6,000 MI.
Excess Hours Charged at:	\$52.00	0	DAYS	0	WEEKS	0	4 WEEKS	ANTICIPATED RETURN DATE:	April 1, 2021
Excess Hours per rental period may be invoiced at anytime at NCRL's discretion.									

	DATE	TIME	HOUR METER READING/MILES
TIME IN			
TIME OUT			

PREPAYMENT CHECK / P.O.#:

Notes:



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Customer is responsible for permits, taxes, mobile machine and other fees paid for on their behalf by North Central Rental & Leasing, LLC

MAINTENANCE OF EQUIPMENT: Lessee is responsible for the daily and weekly inspections/greasing per the manufacturers Operation & Maintenance Manual, along with any fuel, air, or cab filters required. Lessee is responsible for all ground engaging tools, i.e. cutting edges, ripper tips, router bits, etc. Lessee is responsible for any machine damage including damages to tires and rubber tracks, other than normal wear (plus rent for downtime due to damage, if applicable).
North Central Rental & Leasing is responsible for all other Planned Maintenance items, i.e. oil changes, including oil filters. Depending on machine location, a potential charge could apply if outside our Service Zone (if over 200 miles from closest BMC store).
In order to provide planned maintenance on the machine please provide the appropriate contact name and information so we can service the machine Monday through Saturday. Overtime charges for Sunday's and Holidays will be at Lessee's expense.

CUSTOMER CONTACT: _____ PHONE: _____

OPERATION OF EQUIPMENT: Lessee understands they are fully responsible for the proper operation of the equipment in accordance with manufacturer's recommendations. Lessee further acknowledges that all operators of the equipment, while on rent, are trained in the proper operation of the equipment in accordance with manufacturer's recommendations including but not limited to the **PROPER SHUTDOWN OF TIER 4 ENGINES**, engine overspeeds, etc. Lessee also understands that the performance of this equipment may be remotely monitored by North Central Rental and Leasing. Indications of improper operation of the equipment received through remote monitoring of the equipment may result in additional charges.

Initials _____

Contact information of employee that should receive notices of improper operation

NAME: TOBY HUIZENGA PHONE: 605-231-6168 EMAIL: Toby.Huizenga@HarrisburgSD.gov

TERMS OF RENTAL OR RENTAL PURCHASE: Payments are due in advance of each rental period or upon receipt of invoice. **RENTAL PURCHASES** will be calculated as follows: 100% of collected revenues to apply less the following items: Interest at 8.00% of the outstanding selling price; 4% administrative fee applies on rental payments; planned maintenance costs, machine repairs (including parts, labor & mileage) and other applicable fees and taxes.

MINIMUM RENTAL GUARANTEE: Lessee agrees to a minimum rental period of ___ at the rate quoted above. Lessee will be billed for the guaranteed usage if the guaranteed usage is less than the actual usage. Minimum guaranteed rental amount is

Initials _____

INSURANCE INFORMATION:
GENERAL LIABILITY INSURANCE: NOT provided by Lessor and MUST be provided by Lessee.

NAME OF AGENT & PHONE #: TBD - TBD

It is understood that until proper proof of insurance coverage is on file with the Lessor then Lessee agrees to the terms of "Loss and Damage Waiver" until such satisfactory insurance coverage has been filed with the Lessor. I hereby grant permission to NCRL to contact my insurance agent to request an insurance certificate.

PROPERTY DAMAGE INSURANCE or LOSS & DAMAGE WAIVER (LDW): LDW IS NOT INSURANCE. By their initials, Customer agrees to pay a fee of 15% of the gross rental charges hereunder in consideration of Lessor agreeing to waive certain claims against customer for loss of or damage to said equipment, provided equipment is used in conformity with this agreement. Claims for damage are on a per occurrence basis. INITIALS: Accepted Declined

TRANSPORTATION: Customer responsible for freight unless noted.
Freight charge is estimate only, actual to apply. Customer Covers Freight OUT: _____ IN: _____

LOCATION OF MACHINERY (Jobsite): _____

Security Interest: Renter will, at its expense, do any act and execute, acknowledge, deliver, file, register, and record any documents which NCRL LLC deems desirable in its discretion to protect NCRL LLC's security interest in the Unit(s) and NCRL LLC's rights and benefits under this Rental Agreement, in addition to the rights already granted by the Uniform Commercial Code. Renter hereby irrevocably appoints NCRL LLC as Renter's Attorney-In-Fact for the signing and filing of such documents and authorizes NCRL LLC to delegate these limited

Agent _____ Date _____ By _____ Date _____

Approved By _____ Signed _____ Title _____
North Central Rental & Leasing LLC Lessee

RENTAL AGREEMENT CONTINUED

1. Lessee shall, at its expense, during the term hereof, maintain in force a public liability and property damage insurance policy with combined single limits (CSL) of not less than \$1,000,000 or equivalent, (**\$1,000,000 for Aerial Work Platform 'AWP' applications**) on a primary and not excess or contributory basis, against its liability for damage sustained by any person or persons, including but not limited to employees of Lessee, as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing, or transportation of Equipment. Lessee shall, on demand, furnish Lessor a certificate of such insurance, which may not be cancelled or materially modified except on twenty (20) days prior written notice to Lessor. Lessee agrees to abide by the provisions of said policy and to notify Lessor and the insurer of any accident or occurrence involving Equipment immediately by telephone, and thereafter to promptly report to them in writing all information relevant thereto. Lessee, its agents, and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution, and/or defense of any claim or suit and shall do nothing to impair or invalidate the applicable insurance coverage. Lessor's acquiescence in Lessee's certificate(s) of insurance shall not be a waiver of Lessee's insurance and indemnity obligations hereunder.

2. With respect to equipment, all loss of or damage, thereto from any cause whatsoever while on rental or in Lessee's care, custody or control, whether or not due to fault of Lessee, including but not limited to fire, flood, theft, comprehensive losses, collision and upset, and acts of God, shall be the sole responsibility of the Lessee and shall be paid to Lessor promptly upon receipt of invoice. Lessee further agrees, at Lessee's sole cost and expense, to secure and maintain in force during the entire term of this Agreement, insurance satisfactory to Lessor for the benefit of Lessor against all the foregoing risks to the extent it is available at commercial rates. However, if Equipment is used with Lessor's permission and in compliance with this agreement and if Lessee accepts "Loss and Damage Waiver" at the time of rental by so indicating on page 2, and pays the additional charge specified therein when due, then Lessor agrees to waive, to the extent specified therein in this Article of this Agreement, Lessee's responsibilities to Lessor for loss of or damage to Equipment exceeding \$2,500 per item of lost rental charges which may be incurred by Lessor may be charged to Lessee. Notwithstanding the foregoing provisions of the Article, Lessee shall be liable for all resulting loss and expense of the Lessor if equipment is used or operated without Lessor's permission or in violation of this agreement or is lost or damaged under any of the following circumstances: (1) use or operation of Equipment, or improper loading, with a load exceeding the rated capacity of Equipment, or improperly securing such load or improper coupling; (2) failure of Lessee to perform or pay for all normal periodic and other basic service, adjustments, and lubrication of Equipment; (3) use or operation of Equipment in a manner inconsistent with the Manufacturer's instructions; (4) loss of or damage to Equipment during periods of riot, strike, or civil commotion; (5) reckless or abusive use or operation of Equipment and/or; (6) striking overhead objects; (7) loss or damage occurring during the loading, unloading, or transportation of Equipment unless such loss or damage (excluding damage caused by the striking of overhead objects, which Lessee assumes) occurs as a direct result of a collision with a licensed motor vehicle being operated by a third party and the loading, unloading and transportation was conducted in a lawful manner provided, however, that all loss or damage occurring during the course of waterborne transportation is at Lessee's sole risk; (8) use or operation of Equipment in a hostile or warlike manner in time of peace or war; (9) loss or damage by nuclear reaction, nuclear radiation, or radioactive contamination, all whether controlled or uncontrolled and whether such loss or damage be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to or aggravated other protected loss or damage; (10) boom damage from overloading of a boom or from a collision involved when the boom is in motion, (11) disappearance of equipment or theft or conversion of equipment not documented by Lessee's prompt filing with the applicable public authorities (with a copy to Lessor) of a formal written theft or conversion report, and any other failure of Lessee not to comply with failure to properly secure equipment while on rental or in Lessee's care, custody, and control; or (12) all loss or damage associated with equipment's upset.

3. Lessee shall defend, indemnify and hold harmless Lessor, its subsidiary and affiliated companies, their officers, agents, and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Lessee's failure to comply with the terms of this Agreement.

4. Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, operation, erection, design and transportation, including licensing and building code requirements and shall defend and indemnify and hold harmless Lessor, its subsidiaries and affiliated companies and their officers, agents and employees from all loss, liability or expense resulting from actual or asserted violations of any such law, requirements, and regulations.

5. In the event of a loss, theft, or damage to Equipment, Lessee agrees to notify Lessor immediately by telephone, and thereafter to formally report in writing to Lessor and the public authorities (where required by law or by Lessor) all information relating thereto. Lessee shall cause its agents and employees to give Lessor and the public authorities proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft, or damage.

6. Equipment shall be used solely in Lessee's business and kept only at its place of business or job site, and shall not be moved without prior written consent of Lessor, Equipment shall be used only within its rated capacity by safe, careful, and competent personnel. Lessee shall notify Lessor immediately of any accident, damage, or failure involving Equipment, and promptly furnish Lessor all information in writing and assistance required. Equipment shall NOT be used or operated: (A) to carry persons for hire; (B) to carry persons other than drivers or helpers employed by Lessee, unless authorized by Lessor in the reverse side, who shall ride only within the cab, and then only if such carriage is lawful; (C) to transport property for hire, unless Lessee obtains all permits and licenses; (D) in violation of any law or ordinance or in any speed contest; (E) for the carrying or hauling of explosives or other hazardous articles. IF EQUIPMENT IS USED IN VIOLATION OF THIS PARAGRAPH, OR IS OBTAINED FROM LESSOR BY FRAUD OR MISREPRESENTATION, OR IS USED IN FURTHERANCE OF ANY ILLEGAL PURPOSE, ALL USE OF EQUIPMENT IS WITHOUT LESSOR'S PERMISSION.

NORTH CENTRAL RENTAL & LEASING LLC AGREES:

For AG & Construction Equipment Rentals:

1. Terminate contract at any time for any violation of contract.
2. Make all repairs on machines, except items caused by Lessee negligence and those specified in Maintenance of Equipment section on page 2.
3. Provides a machine in good operating condition, and supply all books necessary for the Lessee to properly prepare his operators and maintenance people for their responsibilities.
4. North Central Rental & Leasing LLC is not responsible for weather conditions, such as rain, snow, etc. No credit will be issued because of these conditions.
5. Perform planned maintenance as noted on page 2.

For Construction Equipment Rentals:

If the machine is down for more than 24 hours due to repairs, NCRL LLC will issue credit of 1/5th (Monday thru Friday) of the weekly rate or 1/20th of the 4 -week rate, or replace with a similar machine, mutually agreed upon, or will terminate the contract and credit accordingly.

LESSEE AGREES:

1. To make rental payment(s) in advance. Open accounts not paid by the 10th of the month following invoicing will be past due and subject to a service charge of 1.5% per month (18% annum) or current rate on all past due balances. All reasonable costs of collection may be recovered from Lessee including, but not limited to, attorney's fees and collection expenses.
2. To accept all liability for any injury or loss
3. To provide CDL licensed operator when renting on highway trucks.
4. To maintain machine as specified in the MAINTENANCE OF EQUIPMENT section/paragraph on page 2 of this equipment rental agreement.
5. Not to sublease, or rent, or loan above machine.
6. To allow NCRL LLC inspection of unit at any time.
7. To pay a clean-up charge for excessively dirty machines.
8. To pay for disassembly or assembly of unit, if need be, for transportation purposes.
9. To return to nearest Butler/NCRL LLC yard.

NORTH DAKOTA

BISMARCK 701-223-0890	DEVILS LAKE 701-665-3800	DICKINSON 701-456-1400	FARGO 701-280-3100	GRAND FORKS 701-775-4238	HANKINSON 701-242-7474	HOOPLE 701-894-6363	JAMESTOWN 701-251-1400	MINOT 701-852-3508
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SOUTH DAKOTA

ABERDEEN, SD 605-225-6240	HURON, SD 605-353-1200	PIERRE, SD 605-224-5400	RAPID CITY 605-342-4850	SIOUX FALLS 605-336-3010
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NEBRASKA

CHADRON 308-432-5593	FREMONT 402-721-2800	KEARNEY 402-721-2800	PICKRELL 402-673-4200
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GENERAL OFFICES

701-232-0033

