

# VALVE EXERCISER LEASE AGREEMENT

Borrower: \_\_\_\_\_ City of Stacy

1. Member Fees: \$175.00 per day or \$800.00 per week. (5 consecutive working days)  
Non-Member Fee: \$225.00 per day or \$1050.00 per week. (5 consecutive working days)
2. Schedule. The Borrower shall be entitled to use the Equipment from:  
\_\_\_\_\_ May 13 \_\_\_\_\_, 2024 to \_\_\_\_\_ May 17 \_\_\_\_\_, 2024.
3. Disclaimer. The Borrower agrees to waive all claims for any indirect or incidental damages that arise from the use of the Equipment, including damage to the Borrower's real or personal property.
4. Inspection of Equipment. The Borrower is responsible for examining the Equipment prior to receiving it from the Lender and must return the Equipment in the same condition in which it was received, except normal wear and tear. Fuel tank should be full on return of Equipment.
5. Routine Maintenance. The Borrower is responsible for any routine maintenance required to operate the Equipment while in the Borrower's possession. Checklist of maintenance items is located in the tool box. Lender will provide lubricants and fluids except fuel.
6. Trained Personnel. The Borrower agrees that only trained personnel shall be allowed to operate the Equipment. The Borrower will maintain workers' compensation insurance covering its own personnel while they are using the Equipment.
7. Transportation. The Borrower shall be responsible for transporting the Equipment to and from the Borrower's location unless other arrangements have been made.
8. Storage. Borrower shall store the Equipment in a safe place while in the Borrower's possession.
9. Damage to Equipment. The Borrower shall be responsible for any damage to or loss of the Equipment while the Equipment is in the Borrower's possession.
10. Sub-Lease. Borrower may not sub-lease Equipment to another Borrower.

IN WITNESS, WHEREOF, the Borrower and Lender have caused this Agreement to be approved.

SYSTEM, City of Stacy, MINNESOTA RURAL WATER ASSOCIATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ON: \_\_\_\_\_

ON: \_\_\_\_\_

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## Valve Exerciser Lease Agreement

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James Monge <JMonge@ck-law.com>

Wed, Mar 20, 2024 at 2:35 PM

To: Angie Comstock <deputycityclerk@stacymn.org>, Michelle Hayes <michellehayes@stacymn.org>

Hi Angie,

The Lease Agreement looks fine.

**James J. Mongé III**

Attorney

**CAMPBELL KNUTSON, P.A.**

Grand Oak Office Center I

**860 Blue Gentian Road, Suite 290**

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**CAMPBELL KNUTSON**  
PROFESSIONAL ASSOCIATION

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**From:** Angie Comstock <deputycityclerk@stacymn.org>

**Sent:** Wednesday, March 20, 2024 11:26 AM

**To:** James Monge <JMonge@ck-law.com>; Michelle Hayes <michellehayes@stacymn.org>

**Subject:** Fwd: Valve Exerciser Lease Agreement