

“CAN I BORROW THAT?” EQUIPMENT LEASE AGREEMENT -

THIS EQUIPMENT LEASE AGREEMENT (“Agreement”) is made by and between: the State of Minnesota by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of \_\_\_\_\_ [COLLEGE NAME HERE] (“LESSEE”), and the State of Minnesota by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of Dakota County Technical College through its Minnesota State Transportation Center of Excellence, (“LESSOR”). This Agreement shall be effective commencing when it is last signed by the parties.

WITNESSETH: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. **LEASED EQUIPMENT**

LESSOR grants and LESSEE accepts the lease of the following described leased equipment, (collectively the “Leased Equipment”) all acknowledged by the LESSEE to be in present working order:

1 2023 Freightliner 114SD Semi-Tractor VIN#1FUJG3DV2PHNW7225

1 B&B 35+5 Gooseneck Style Trailer VIN#4L5FB482NF060521

1 Caterpillar 259D3 Track Loader SN#CW918281

1 Caterpillar BB124 Box Blade Attachment SN#BE600720

2D Laser Equipment consisting of:

- 1 black laser receiver box
  - 2 Trimble laser receivers
  - 2 coiled wiring attachment cords
  - 1 In-Cab communication unit
  - 1 heavy duty suction cup with yellow cover
  - 1 thumbscrew actuating bracket
- 1 yellow laser box containing
  - 1 GL622N Dual grade laser
  - 1 HL769 receiver w/ grade rod attachment
  - 1 Dual grade laser remote control
  - 1 battery charger with proper charging ports for laser
  - 2 12’ tape measures
- 1 16’ fiberglass grade rod, in orange cloth cover (CAT part number 92041)
- 1 expandable aluminum tripod (CAT part number 2161)

Any pre-existing damage to the Leased Equipment shall be noted in writing upon receipt of the Leased Equipment through the Leased Equipment Check Form which are attached hereto and incorporated herein by reference.

2. **EQUIPMENT USE:**

Use of this equipment will occur from \_\_\_\_\_ to \_\_\_\_\_, with delivery or pick up to be scheduled and mutually agreed upon between both parties, with cost of delivery or pick up to be borne by \_\_\_\_\_.

3. **LESSEE'S RESPONSIBILITIES.**

- (a) The Leased Equipment will be utilized by LESSEE:
  - (i) only for related training services authorized by Lessor such as curriculum, lab exercises and outreach related to either truck driving, heavy equipment operations, and/or diesel/truck technician programs specifically in the areas of autonomous technology training; and
  - (ii) in accordance with all applicable regulations, laws and permits.
- (b) To the extent authorized by law and this Agreement, LESSEE accepts responsibility for all acts and omissions of all operators of the Leased Equipment, including employees and students, including for all loss or damage to the Leased Equipment, as well as for all acts and omissions of any third-party contractors used by the LESSEE in training services as if they were Lessee's own employees and vehicles.
- (c) Proper identification on Leased Equipment is mandatory and is an obligation of the LESSEE. LESSEE shall have complete control and supervision of the Leased Equipment while in its possession, and such Leased Equipment shall be operated under LESSEE'S authority while in its possession. Any person operating, in possession of, or using said Leased Equipment after parties hereto sign this Agreement and the Leased Equipment is delivered to or picked up by the LESSEE, and until proper form is signed returning the Leased Equipment to Lessor, shall be deemed to be done with LESSEE responsible for the same. LESSEE is not the agent or employee of LESSOR for any purpose whatsoever. LESSOR and LESSEE shall operate as independent entities of each other.

4. **LIABILITY.** Except as otherwise provided, each party shall be liable for its own conduct and the results thereof to the extent authorized by law and shall not be liable for the other parties conduct and the results thereof. The parties liability shall be governed by the Minnesota Tort Claims Act and other applicable law.

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**5. RETURN OF EQUIPMENT.** At the LESSEE's cost and expense, LESSEE agrees to return all of the Leased Equipment to LESSOR in a condition similar to how received,

reasonable wear and tear excepted, filled with fuel, along with any and all other equipment belonging to LESSOR, immediately upon LESSOR'S written request or upon earlier termination of this Agreement, at a time and place designated by LESSOR. In the event LESSEE for any reason fails to comply with this provision, LESSEE agrees to reimburse LESSOR for all reasonable expense and costs incurred by LESSOR in recovery or replacement of its equipment and/or property from LESSEE, including reasonable attorney fees, to the extent ordered by a court of competent jurisdiction.

**6. DAMAGE OR LOSS TO EQUIPMENT.** The LESSEE shall be responsible for all damages and losses to the Leased Equipment during the term of this Agreement or while the Leased Equipment is in the possession of the LESSEE. LESSEE shall immediately notify LESSOR in writing of any loss of or damage to the Leased Equipment. In the event of total loss of any of the Leased Equipment, LESSEE shall pay to LESSOR the commercial value of such equipment at the time it was leased, which is stated on Exhibit A.

**7. REPAIR OF EQUIPMENT.** As stated in Paragraph labeled "Damage or Loss to Equipment", LESSEE shall immediately notify LESSOR in writing of any loss of or damage to the Leased Equipment. Upon receipt of any such notice of damage or loss, LESSOR will provide written instructions to LESSEE authorizing necessary repairs, at the LESSEE'S expense, and designating a facility to make the repairs. LESSEE will not make any repairs to the Leased Equipment without the express written authorization of LESSOR.

**8. TERM AND TERMINATION.** This Agreement is in effect from the date shown herein, and shall continue to in effect until \_\_\_\_\_ or unless earlier terminated by either party giving the other party ten (10) days advance notice of termination, in writing, addressed to the other party; provided, however, LESSOR may immediately terminate this Agreement in the event of a breach or default of this Agreement by the LESSEE. Any Leased Equipment in possession of the LESSEE on the date of termination must be returned to Lessor, at the LESSEE'S expense, within seventy-two (72) hours.

**9. PAYMENT OF RENT.**As rent for the Leased Equipment, LESSEE agrees to pay to LESSOR the sum of \$ \_\_\_\_\_ for all the Lease term, even if the Lease term is terminated early.

**10. NOTICES.** All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, sent by registered certified mail, or e-mailed addressed as follows:

LESSEE: PERSON NAME \_\_\_\_\_  
COLLEGE NAME \_\_\_\_\_  
COLLEGE ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PERSON E-MAIL \_\_\_\_\_

LESSOR: Carl Borleis \_\_\_\_\_  
Minnesota State Transportation Center of Excellence \_\_\_\_\_  
Dakota County Technical College  
1300 145<sup>th</sup> St. East \_\_\_\_\_  
Rosemount, MN 55068  
carl.borleis@dctc.edu

- 11. TERMINATION FOR INSUFFICIENT FUNDING.** LESSEE or LESSOR may immediately terminate this Agreement if a party does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment for or provision of the services covered here. Termination must be by written or fax notice to the other party within a reasonable time of receiving notice that sufficient funding is not available. LESSEE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the LESSOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. The parties will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.
- 12. DATA PRACTICES.** The requirements of Minn. Stat. § 13.05, subd. 11 apply to this Agreement. The LESSOR and LESSEE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by LESSEE in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the LESSOR in accordance with this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the LESSOR or LESSEE. In the event either party receives a request to release the data referred to in this clause, the parties shall immediately notify each other, and comply with law.
- 13. JURISDICTION.** This Agreement, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. AUDIT.** The books, records, documents, and accounting procedures and practices of the parties relevant to this Agreement shall be subject to examination by the other party and the Minnesota Legislative Auditor or Minnesota State Auditor for a minimum of six (6) years from the end of the Agreement.
- 15. SURVIVAL.** The following clauses survive the expiration, cancellation, or termination of this Agreement: Liability; Lessee's Responsibilities, Return of Equipment, Damage or

Loss to Equipment, Repair of Equipment, Term and Termination, Payment of Rent, Data Practices, Jurisdiction, and State Audits.

**16. AMENDMENTS.**

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

**17. ASSIGNMENT.** Neither the Lessee nor the Lessor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

**APPROVED:**

**LESSOR: Dakota County Technical College/Minnesota State Transportation Center of Excellence**

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

Its:

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

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

**As to form and execution: LESSOR**

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

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

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

**LESSEE: \_\_\_\_\_**

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

Its: \_\_\_\_\_

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

**As to form and execution: LESSEE**

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

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

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



## ISA-TOPE Equipment Check Form

Check-out from TCOE to college

Check-in from college to TCOE

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

By (TCOE): \_\_\_\_\_

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

By (Lessor): \_\_\_\_\_

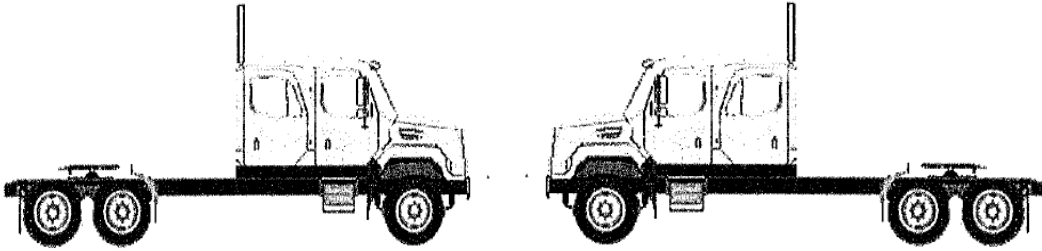
**Equipment being checked using additional sheets** (mark all that apply – If checking in, confirm items being checked match those marked during check-out):

- 1 2023 Freightliner 114SD Semi-Tractor VIN#1FUJG3DV2PHNW7225
- 1 B&B 35+5 Gooseneck Style Trailer VIN#4L5FB482NF060521
- 1 Caterpillar 259D3 Track Loader SN#CW918281
- 1 Caterpillar BB124 Box Blade Attachment SN#BE600720
- 1 black laser receiver box containing
  - A. 2 Trimble laser receivers
  - B. 2 coiled wiring attachment cords
  - C. 1 In-Cab communication unit
  - D. 1 heavy duty suction cup with yellow cover
  - E. 1 thumbscrew actuating bracket
- 1 yellow laser box containing
  - F. 1 GL622N Dual grade laser
  - G. 1 HL769 laser receiver w/ grade rod attachment
  - H. 1 Dual grade laser remote control
  - I. 1 battery charger with proper charging ports for laser
  - J. 2 12' tape measures

**Equipment being checked without using additional sheets** (checking box indicates receipt in working order)

- 1 16' fiberglass grade rod, in orange cloth cover (CAT part number 92041)
- 1 expandable aluminum tripod (CAT part number 2161)

**Tractor Specifics** (circle area(s) of defects and write in notes):



Odometer Reading: \_\_\_\_\_ Fuel Level: \_\_\_\_\_ DEF Level: \_\_\_\_\_

Tractor Defect Notes:

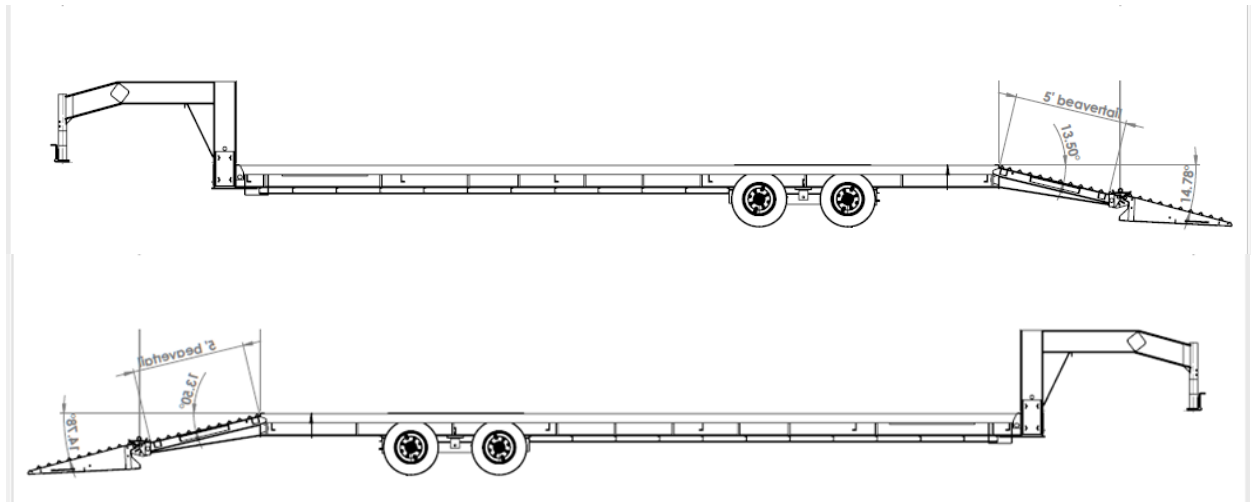
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**Trailer Specifics** (circle area(s) of defects and write in notes):



Trailer Defect Notes:

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**Track Loader Specifics** (circle area(s) of defects and write in notes):



Track Loader Defect Notes:

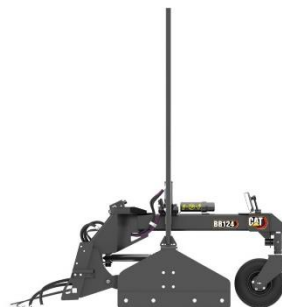
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**Box Blade Attachment Specifics** (circle area(s) of defects and write in notes):



Box Blade Attachment Defect Notes:

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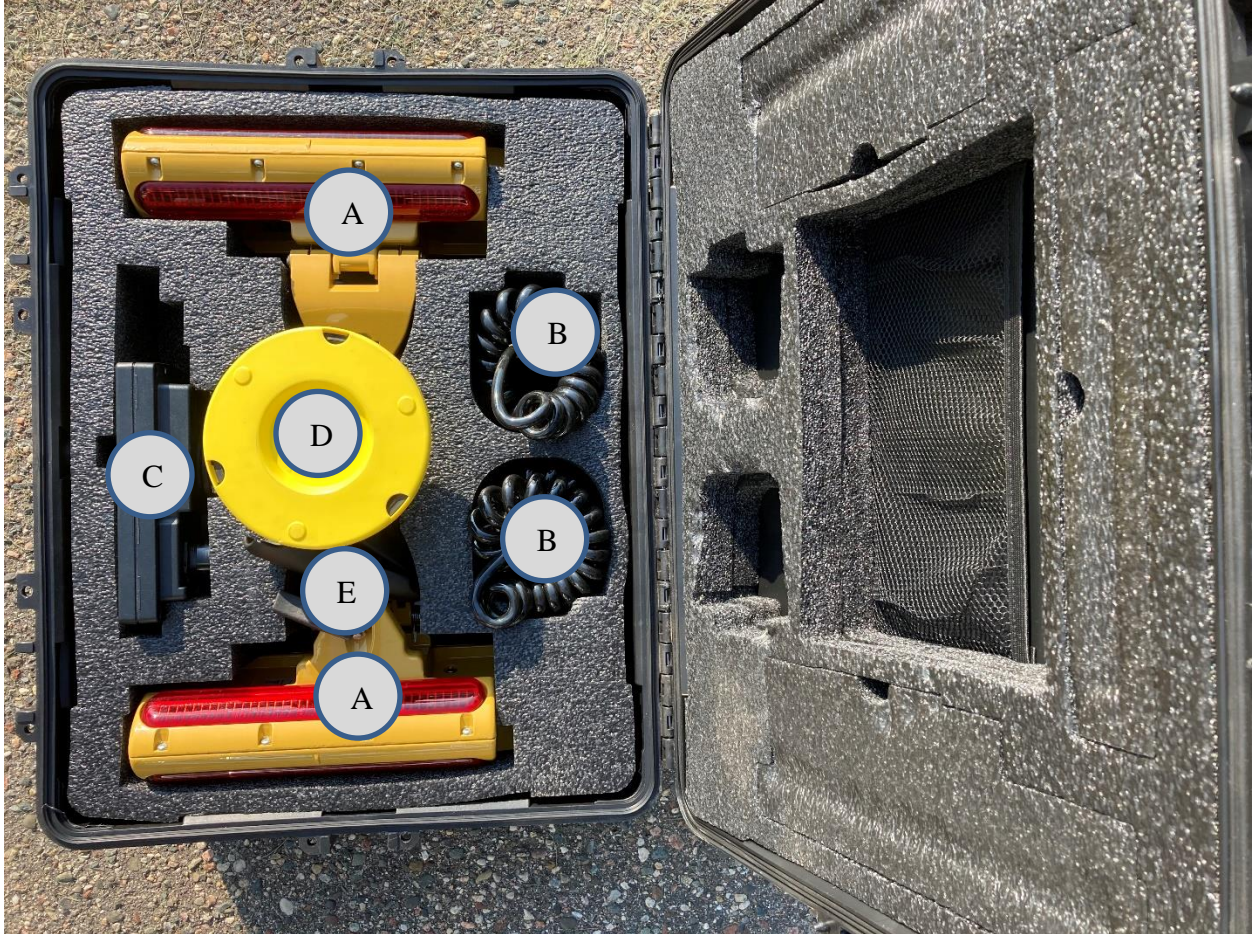
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**Black Cary-Case Specifics** (cross out any missing/damaged items and write in notes):

- A. 2 Trimble laser receivers
- B. 2 coiled wiring attachment cords
- C. 1 In-Cab communication unit
- D. 1 heavy duty suction cup with yellow cover
- E. 1 thumbscrew actuating bracket



Black Cary-Case Missing/Damaged/Defect Notes:

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**Yellow Cary-Case Specifics** (cross out any missing/damaged items and write in notes):

- F. 1 GL622N Dual grade laser
- G. 1 HL769 laser receiver w/ grade rod attachment
- H. 1 Dual grade laser remote control
- I. 1 battery charger with proper charging ports for laser
- J. 2 12' tape measures



Yellow Cary-Case Missing/Damaged/Defect Notes:

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**EXHIBIT A**

**AGREED UPON COMMERCIAL VALUE OF LEASED EQUIPMENT AT LEASE SIGNING**

	<b>Value</b>
1 2023 Freightliner 114SD Semi-Tractor VIN#1FUJG3DV2PHNW7225	_____
1 B&B 35+5 Gooseneck Style Trailer VIN#4L5FB482NF060521	_____
1 Caterpillar 259D3 Track Loader SN#CW918281	_____
1 Caterpillar BB124 Box Blade Attachment SN#BE600720	_____
2D Laser Equipment consisting of:	_____
• 1 black laser receiver box	_____
○ 2 Trimble laser receivers	_____
○ 2 coiled wiring attachment cords	_____
○ 1 In-Cab communication unit	_____
○ 1 heavy duty suction cup with yellow cover	_____
○ 1 thumbscrew actuating bracket	_____
• 1 yellow laser box containing	_____
○ 1 GL622N Dual grade laser	_____
○ 1 HL769 receiver w/ grade rod attachment	_____
○ 1 Dual grade laser remote control	_____
○ 1 battery charger with proper charging ports for laser	_____
○ 2 12' tape measures	_____
• 1 16' fiberglass grade rod, in orange cloth cover (CAT part number 92041)	_____
• 1 expandable aluminum tripod (CAT part number 2161)	_____