

## LEASE AGREEMENT

THIS LEASE AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2016, between City of Lee's Summit, Missouri,, hereinafter called "City" and Raytown C-2 School District, hereinafter called "Lessee".

### WITNESSETH:

WHEREAS, the City is the owner of a motor vehicle of the following description: Ford Taurus Police Interceptor; vin/registration number 1FAHP2MK3DG213064; year of manufacture 2013.

WHEREAS, the City is desirous of leasing and the Lessee has agreed to lease the aforesaid motor vehicle on the terms and conditions herein contained.

### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

**Section 1. Leased Auto.** Subject to the terms and conditions of this Lease, the City hereby leases to the Lessee a motor vehicle of the following description: Ford Taurus Police Interceptor; vin/registration number 1FAHP2MK3DG213064; year of manufacture 2013.

**Section 2. Term.** The term of this Lease shall be for/from December 1, 2016 through November 30, 2017. At the end of said term, this lease shall renew automatically for four (4) additional one-year terms pursuant to the same terms and conditions as provided in this Agreement, unless either party notifies the other in writing at least 60 days prior to either such renewal date of its decision not to renew. Either party shall have the option to end the Lease with a thirty (30) day advanced notice in writing.

**Section 3. Leased Amount.** As consideration for this Lease, the Lessee shall pay a rental fee of one dollar (\$1.00) yearly to the City on or before December 1 of the current term year.

**Section 4. Maintenance Expenses.** Lessee shall be responsible for **all** expenses that shall result as part of the normal wear and tear of the automobile. Lessee also agrees to comply with the City's requirements of maintenance of the vehicle such as tire rotation and replacement, replacement of the air filter, replacement of hoses clamps, belts, spark plugs, oil changes, which 5w-20 Motorcraft synthetic oil must be used. City will provide Lessee with a copy of City's maintenance requirements upon execution of this Lease.

**Section 5. Use.** Lessee shall ensure that the motor vehicle is used in a skillful and proper manner and only driven by persons that bear a valid driving permit. Use shall be in connection with low speed or stationary educational simulations by instructors, or students under instructor supervision, associated with the Herndon Career Center, administrated by the Raytown C-2 School District.

**Section 6. Alterations.** Lessee will ensure that no alterations are made to the motor vehicle or any component removed unless it is immediately replaced by the same component or by one of the same like, made and model or an improved or advanced version. The City will remove all Lee's Summit Police Department markings from the vehicle.

**Section 7. Damage or Destruction.** If the leased vehicle is destroyed or damaged, the Lessee agrees to be held fully responsible for any charges that may stem from the damage of said vehicle. In no event shall Lessee be responsible for more than the current value of the vehicle. Lessee will inform the City within forty eight (48) hours of any damage requiring repair to or loss of the motor vehicle.

**Section 8. Liability Insurance.** The Lessee shall, at its expense, procure and keep in force at all times during the term of this Agreement, automobile liability insurance insuring the Lessee for bodily injury and property damage, arising out of the ownership or use of any owned, hired and/or non-owned vehicle, including, specifically, the Leased Auto described herein, and must include protection with minimum limits for Each Accident, Combined Single Limits, Bodily Injury and Property Damage in the amount of \$500,000.00, and such other insurance necessary to protect the Lessee from all such claims and actions described in the Section 9. Lessee shall name the City as an additional insured on its policy and furnish the City with a certificate of insurance as evidence of coverage. Nothing herein shall be construed as a waiver of Lessee's sovereign immunity pursuant to Section 537.600, *et seq.* RSMo. Any insurance purchased by Lessee hereto is not intended to act as a waiver, nor is it a waiver of any defense available to Lessee and its employees by statute or at common law.

**Section 9. Indemnification.** To the extent permitted by law, and without waiving any sovereign immunity to which either Party is entitled to claim, and in no event in excess of limitations of liability established by Section 537.610, RSMo, the Lessee shall indemnify, release, become responsible for and forever hold harmless the City from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorneys' fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person or property arising out of or results from any act, error, omission, or intentional act of the Lessee or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein.

**Section 10. No Right to Assign.** Lessee has no right to assign or otherwise affect this Agreement or any interest therein, without the prior written consent of the City.

**Section 11. Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of the Agreement.

**Section 12. Applicable Law; Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Missouri. Should any part of this Agreement be adjudicated, jurisdiction and venue shall be proper only in the Circuit Court of Jackson County, Missouri.

**Section 13. Non-Waiver.** No waiver of any condition or covenant contained in this Agreement or of any breach thereof shall be taken to constitute a waiver of any subsequent condition, covenant or breach.

**Section 14. Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**Section 15. Binding Effect.** This Agreement, including all of its covenants, terms, provisions, and conditions, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**Section 16. Notices.** Whenever any notice or payment is required by this Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, addressed to:

Notices to City:

Chief of Police		City Attorney
City of Lee's Summit, Missouri	&	City of Lee's Summit, Missouri
10 N.E. Tudor Rd.		220 SE Green Street
Lee's Summit, Missouri 64086		Lee's Summit, Missouri 64063

Notices to Lessor:

Police Science Coordinator  
Jim Ripley  
Herndon Career Center  
11501 E. 350 Hwy.  
Raytown, MO, 64133

Said notices may also be personally hand-delivered by each party to the other, at the respective addresses listed above. If hand-delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the item shall be considered received on the third day after the date of posting.

**Section 17. Waiver.** No acceptance by the City of the rent and charges or other payments specified herein, in whole or in part, and for any period or periods, after a default of any of the terms, covenants and conditions to be performed, kept or observed by Lessee or the City, other than the default in the payment thereof, shall be deemed a waiver of any right on the part of City or the Lessee to cancel or terminate this Agreement on account of such default.

**Section 18. No Representations or Warranties.** Except for the representations and warranties contained in this Agreement, the City makes no express or implied representation or warranty, and hereby disclaims any other representations or warranties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above mentioned at Lee's Summit, Missouri.

CITY OF LEE'S SUMMIT

\_\_\_\_\_  
*Mayor Randall L. Rhoads*

ATTEST:

\_\_\_\_\_  
*City Clerk Denise R. Chisum*

Approved as to form:

\_\_\_\_\_  
*Beth Murano, Police Legal Advisor*

LESSEE:

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