

LEASE AGREEMENT OF ELECTION EQUIPMENT

This contract for use of election equipment is made by and between **City of Nocona**, of the State of Texas located in Montague County, Texas, by its duly designated representative, herein after called Lessee, and Montague County, Texas herein called Lessor, and is based upon the following terms and conditions, to-wit:

1. **Purpose of Agreement and Authority:** Pursuant to §123 of the Texas Election Code, Lessor and Lessee have determined that it is in the public interest of the mutual inhabitants of the Lessee and the Lessor that the following inter local agreement be made and entered into wherein, Lessee hires from Lessor its electronic voting equipment to be used by Lessee in that certain election dated **May 7th, 2016 (Early voting April 25th thru May 3rd, 2016)**.
2. **Term:** The term of this Leasing Agreement begins on upon the date of the signing of this agreement and terminates 10 days after the election date above described, unless earlier terminated according to the terms herein.
3. **Rental:** For each unit of election equipment supplied Lessee herein, Lessee shall pay Lessor a sum equal to 4% of the unit price of the equipment as listed in Paragraph 4 herein per day while the equipment is in the possession of lessee. Except that, no rental shall be due on the leased election equipment for days in which such equipment is in the possession of Lessee on legal holidays, and the day immediately prior to and the day subsequent to the election.
4. **Unit Price:** The unit price of the equipment is as follows:

| | |
|--|-----------|
| (a.) Americans with Disabilities Act (ADA) Accessible Unit | \$2995.00 |
| (b.) Non-ADA Unit | \$2500.00 |
| (c.) Printer Pack | \$ 650.00 |
5. **Use:** Lessee shall use the election electronic equipment and supplies described by Exhibit "A" in a careful and proper manner. Lessee shall take delivery of the equipment from the Elections Administrator of Montague County, Texas and deliver to its polling locations and return the same to the Elections Administrator of Montague County, Texas on or before the expiration of the term of this agreement. Lessee shall comply with the Election Administrator's instructions and the Manufacture's manual as to the use and operation of said election equipment and any laws, ordinances, and regulations relating the possession, use, and maintenance of the election equipment and limit its use only for the purposes of holding the election described above. Representatives of Lessor and Lessee shall duly document the removal and return of such election equipment.
6. **Condition of Equipment Upon Receipt:** Lessee shall inspect the property within 8 hours after receipt of the election equipment. Unless, Lessee within this period of time gives written notice to Lessor specifying any defects in or other proper objections to the equipment, Lessee agrees that it shall conclusively presumed, as between Lessor and Lessee that the Lessee has fully inspected and acknowledged that the property is in good condition and repair and that Lessee is satisfied with and has accepted the property in such good condition and repair.
7. **Inspection:** Lessor shall at all times during the election have the right to enter on the premises where the election is being held for the purposes of inspecting the equipment and observing its use.

8. **Alterations:** Lessee acknowledges that the equipment is technical and Lessee shall make no alterations in the leased election equipment without obtaining prior written permission from the Elections Administrator of Montague County, Texas.
9. **Maintenance and Repair:** Lessee at its own cost and expense shall keep the leased election equipment in good repair, condition and working order and shall see that the election equipment is not subject to careless or needless rough usage.
10. **Loss and Damage:** Lessee assumes all risk of lost of and damage to the election equipment lease from any cause. In the event of loss or damage to the election equipment leased, Lessee shall immediately notify Lessor and, Lessee at the option of Lessor shall:
 - (a.) repair the election equipment, at Lessee cost and expense, subject however to warranty coverage provided by manufacturer;
 - (b.) replace the property with like property in good repair which property shall then become subject to this lease; or
 - (c.) pay Lessor for, in cash the amount equal to "Unit Price" as stated in paragraph 4 herein for each unit damaged. Upon such payment this lease shall terminate with respect to the property so paid for and Lessee then shall become entitled to the property as the owner of the property.
11. **Indemnity:** Lessee shall indemnify Lessor against and hold Lessor harmless from, all claims, actions, proceedings, costs, damages and liabilities, including attorneys fees, arising out of, connected with, or resulting from the leased election equipment, including without limitation the selection, delivery, possession, use, operation, or return of the property.
12. **Default:** An occurrence of the following events shall at the option of Lessor terminate this lease Agreement and Lessee right to possession of the election equipment leased:
 - (a.) Noncompliance with Lessee with and term, covenant, or condition of this agreement.
13. On the happening of any of the above events, Lessor may without notice do or demand on Lessee take possession of the leased election equipment.
14. **Attorneys Fees:** In the event of any action filed in relation to this agreement, the prevailing Party shall be entitled to recover reasonable amount of its attorneys fees incurred.
15. **Assignment of Lease:** This agreement cannot be assigned or subleased without the written consent of Lessor. Ownership of the property leased is and shall at all times remain the sole property of Lessor, and Lessee shall have not right, title or interest in the property.
16. **Applicable Law:** This lease agreement shall be governed by and construed under the laws of the State of Texas.
17. **Supervision of Election:** As defined by Sec. 31.100(d) a fee for election services performed under an election services contract.
18. No provisions of this Lease shall be construed in any way limiting the availability of such equipment for the use by Lessor in elections for which the Commissioners Court adopted the voting system.

Dated this _____ day of _____, 20_____.

MONTAGUE COUNTY, TEXAS

By: _____
Brandi Shipman, Elections Administrator
Authorized Representative for
Montague County, Texas

LESSEE: _____
A Texas Political Subdivision/School

By: _____
Authorized Officer

EXHIBIT "A"

IVOTRONIC HAVA COMPLIANT ELECTION EQUIPMENT as follows, to-wit:

 2 ADA Unit(s) (including head phone accessory and portable table)

 0 Non-ADA Unit(s)

 1 Printer Pack

| | |
|---|----------|
| EV-1 ADA @ \$119.80 per day for 7 days | \$838.60 |
| EV-0 REG @ \$100.00 per day for 7 days | \$0.00 |
| ED-1 ADA @\$119.80 per day for 1 day | \$119.80 |
| ED-0 REG @ 100.00 per day for 1 day | \$0.00 |
| 1 printer pack @ \$26.00 per day (split) | \$26.00 |
| 10 % Supervision of Election fee | \$10.94 |
| Logic & Accuracy testing publication | \$TBD |
| Precinct kit fee (election forms) | \$20.00 |
| 1 Central Count Personnel | \$30.00 |
| (split between other entities holding election 5 hours @ \$12 per hour) | |

Approximate Total Due Montague County \$ _____

Final bill will be sent following election

Certified:

By: _____

Brandi Shipman, Elections Administrator