

LEASE AGREEMENT OF ELECTION EQUIPMENT

This contract for use of election equipment is made by and between **City of Ivanhoe** herein after called Lessee, and Tyler County, Texas herein called Lessor, and is based upon the following terms and conditions, to-wit:

1. **Purpose of Agreement and Authority** : Lessor and Lessee have determined that it is in the public interest of the mutual inhabitants of the Lessee and 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 5, 2018**.
2. **Term**: The term of this Leasing Agreement begins on **April 19, 2018** and terminates 10 days after the election date above described.
3. **Rental**: \$150 per machine per election shall be charged to local entities within Tyler County, Texas.
4. **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 County Clerk of Tyler County, Texas and deliver to its polling locations and return the same to the County Clerk of Tyler County, Texas on or before the expiration of the term of this agreement. Lessee shall comply with the County Clerk's instructions and the Manufacture's manual as to the use and operation of said election equipment and any laws, ordinances, and regulations relating to the possession, use, and maintenance of the election equipment and limit its use only for the purposes of holding the election described above.
5. **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.
6. **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.
7. **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 County Clerk of Tyler County, Texas.
8. **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.

9. **Loss and Damage.** Lessee assumes all risk of lost of and damage to the election equipment lease from any cause. In the event of lost of or damage to the election equipment leased, Lessee at the option of Lessor shall:

- (a) repair the election equipment, at is 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 **\$5,400**, "stipulated loss value". 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.

10. **Indemnity.** Lessee shall indemnify Lessor against and hold Lessor harmless from, 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.

11. **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 any term, covenant, or condition of this agreement.

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.

12. **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.

13. **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.

14. **Applicable Law.** This lease agreement shall be governed by and construed under the laws of the State of Texas.

Dated this ____ day of _____, 2018.

TYLER COUNTY, TEXAS

By: _____

LESSEE: CITY OF IVANHOE


By: 
Authorized Officer

EXHIBIT "A"

AUTOMARK, HAVA COMPLIANT ELECTION EQUIPMENT as follows, to-wit: \$150.00

_1__ Unit(s) (including head phone accessory and portable table)

_1__ Compact Flash Card

_1__ Keys

_1__ Ink Cartridge

M100 BALLOT SCANNER(counter) as follows, to wit:
\$150.00

_1__ M100 Ballot Scanner

_1__ Keys

_1__ Tape for Report

_2__ PCMCIA Memory Card(s)

_1__ Ballot Box(es)

1set Keys

TOTAL EQUIPMENT RENTAL \$300.00

Supplies such as ink cartridge, tape and memory card rental will be billed on a statement that includes all expenses.

Certified:

By: _____
Donece Gregory, County Clerk