

LEASE

This Lease is made and entered into this _____ day of April, 2020 between EMERY COUNTY, a political subdivision of the State of Utah, (herein referred to as “Lessor”), and SCOTT MONTGOMERY DBA CT ELECTRIC, (herein referred to as “Lessee”).

Section One

PROPERTY AND TERM

Lessor leases to Lessee the items described as follows:

<u>VEHICLE DESCRIPTION</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>
TRUCK	_____	_____	_____

WELDER DESCRIPTION

MISCELLANEOUS WELDING TOOLS DESCRIPTION

- PICTURES OF ALL ITEMS ARE ATTACHED TO THIS AGREEMENT

Section Two

TERM OF LEASE

This Lease commences on the _____ day of April, 2020 and is month to month until otherwise terminated.

Section Three

RECITALS

WHEREFORE, Scott Montgomery dba CT Electric has been hired to operate the Coal Combustion Analyzer at the San Rafael Research Center;

WHEREFORE, there is a need for a vehicle, welder and miscellaneous welding tools to perform this work efficiently;

WHEREFORE, Emery County has the ability to provide these items;

THEREFORE, it is in the best interest of Emery County to lease the property listed above to Scott Montgomery dba CT Electric for a monthly fee of \$2,000.00.

Section Four

USE OF LEASED PROPERTY

The leased property shall be used by the Lessee solely and exclusively for the purpose of carrying out work at the San Rafael Research Center. Lessee covenants to use the leased property in accordance with all local, state and federal laws and regulations.

Section Five

MAINTENANCE

Lessee shall maintain the leased property keeping it clean and maintained to the satisfaction of Lessor. Lessee shall be responsible for all costs associated with fuel, insurance, license and registration, any negligent or misuse repairs and any repairs beyond normal wear and tear. Lessee shall work with the Emery County Road Department in a timely manner to keep the property well maintained and in safe working order. Lessor shall be responsible for the cost of general maintenance, general repairs not beyond normal wear and tear, and tires.

Section Six

INSURANCE AND INDEMNIFICATION

Lessee shall be responsible to insure the property against liability, fire and casualty damages and, in any case, Lessee shall indemnify Lessor against all liability, cost and expense for loss or damage to property, and for injuries to or deaths of persons arising directly or indirectly from the use of the premises by Lessee. Full coverage liability of \$100,000 per person in an accident you cause, up to \$300,000 per accident, and \$100,000 for property damage you cause, with a \$250 deductible for comprehensive and collision. Lessee shall keep coverage current and provide clerk/auditor with current certification.

Section Seven

TERMINATION

Either party may terminate this lease with thirty (30) days written notice.

Section Eight

ASSIGNMENT OR SUBLEASE

This Lease shall inure to the benefit and be binding upon the heirs, executors, successors and assigns of the parties hereto; provided, however, Lessee shall not sublease all or any part of the leased property or assign this Lease without the prior written consent of Lessor; and in the event that Lessee does sublease the property or any part thereof or assign this Lease, such sublease or assignment shall be void unless Lessor has given its prior written consent.

Section Nine

ATTORNEY'S FEES

In the event either Lessor or Lessee shall bring suit to compel performance or to recover for breach of any covenant, agreement or condition herein, the prevailing party shall be entitled to recover from the other party costs and reasonable attorney's fees.

Section Ten

SURRENDER OF PROPERTY

Lessee shall, at the termination of this Lease, return the property in as good condition as it was at the time of entry of this agreement, except for reasonable use and wear thereof.

Section Eleven

MODIFICATION

Terms of this Lease may be modified only by a writing executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Emery County, State of Utah on the _____ day of April, 2020.

EMERY COUNTY COMMISSION

By _____
LYNN SITTERUD, Chairman

ATTEST:

BRENDA TUTTLE
Clerk/Auditor

LESSEE

SCOTT MONTGOMERY DBA CT ELECTRIC