

## VEHICLE AND EQUIPMENT LEASE AGREEMENT

This vehicle and equipment lease agreement (“**Lease**”) is made this 7<sup>th</sup> day of November, 2022, between **the City of Sheridan**, an administrative and political division of the State of Wyoming, located at 55 E Grinnell Plaza, Sheridan, WY 82801 (hereinafter referred to as “**Lessor**”) and **Wyoming Regional EMS, LLC**, a Wyoming Limited Liability Company, located at 501 South Burma Ave, Gillette, WY 82716 (hereinafter referred to as “**Lessee**”).

**WHEREAS**, Lessor and Lessee have entered into an emergency medical services agreement dated November 19, 2022 (“**EMS Agreement**”), in which Lessor agreed to lease its available emergency response equipment to Lessee.

In consideration of the rents to be paid and mutual promises of the parties, as set for the in the EMS Agreement and defined herein, the parties agree:

1. Equipment. Lessor leases to Lessee, and Lessee leases from Lessor the vehicle and equipment listed on the attached Exhibit 1 (“**Leased Equipment**”).
2. Term. The term of this Lease shall be for a period of 5 years, commencing on November 19, 2022 and expiring on June 30, 2027 (the “**Term**”). In addition, the Term of this Lease shall end to any part of the Leased Equipment that is removed from service based upon Lessee’s determination that it is at the end of its useful life.
3. Rent. Lessee agrees to pay rent to Lessor for the Leased Equipment in the defined in Exhibit 1 per year. Payments will be made annually on the first business day of January.
4. Use. The Leased Equipment shall only be used to meet the terms and conditions of the EMS Agreement dated November 19, 2022. The use of equipment for any other purpose shall require approval of the City of Sheridan Agreement Manager, Gary Harnish.
5. Insurance. Lessee shall, at its sole expense, carry and maintain for all of the vehicles, valid insurance in compliance with the EMS Agreement. All other equipment shall be covered by all other applicable insurance requirements set forth in the EMS Agreement. Within five (5) days of Lessee taking possession and control of the Leased Equipment, and, from time-to-time at Lessor’s request, Lessee shall deliver to Lessor certificates of insurance other evidence satisfactory to Lessor showing that such insurance coverage is and will remain in effect in accordance with Lessee’s obligations.

6. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, or destruction, with respect to the Leased Equipment, however caused or occasioned, which occurs prior to the return of the Leased Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Leased Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of the Leased Equipment, howsoever arising, in connection with any event occurring prior to the Leased Equipment's return in accordance with this Lease.
  - a. Casualty. If any of the Leased Equipment becomes lost, stolen, destroyed or irreparably damaged from any cause whatsoever, Lessee shall promptly notify Lessor of the loss.
  
7. Maintenance/Condition. Lessee will maintain the Lease Equipment and is responsible for all costs associated with maintenance. Lessor and Lessee acknowledge that the Leased Equipment is used for EMS in many conditions. Lessee will return the Leased Equipment to Lessor at the end of the lease term in good condition; reasonable wear and tear excepted or upon the Leased Equipment having reached the end of its useful life. Provided, any damage to the Leased Equipment which is caused by Lessee's neglectful action/inaction, failure to maintain, or damage which would have been covered by an automobile insurance policy, shall be either repaired by Lessee prior to return or the value to fix said damage paid for by Lessee.
  
8. Leased Equipment Return. Upon the Leased Equipment being returned to the Lessor, the Lessor shall have no obligation to replace the Leased Equipment or enter into a new agreement to provide Leased Equipment to Lessee.
  
9. Representation and Covenant of Lessee. Lessee represents and covenants to Lessor that:
  - a. Lessee is a duly organized corporation and in good standing under the laws of the State of Wyoming and will remain so during the term of this Lease.
  - b. Lessee has full power and authority to execute, deliver, and perform its obligations under this Lease;
  - c. Lessee shall inspect the Leased Equipment promptly upon delivery and promptly notify Lessor of its acceptance or rejection of all or any

part of the Leased Equipment.

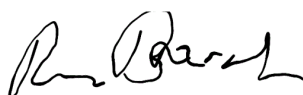
10. Lessor's Right to Inspect. Lessor may inspect the Leased Equipment and any books and records relating to Leased Equipment at all reasonable times, and for these purposes may enter the places where the Leased Equipment or books and records are located.
11. Default. Each of the following events shall be a "Default" for purposes of this Lease:
  - a. Any failure to pay rent or any other sums as required under this Lease;
  - b. The failure of any representation or covenant made by Lessee in this Lease, or a breach by Lessee of any other provision of this lease;
  - c. Lessee's insolvency or the filing of any petition with respect to Lessee under any chapter of the federal bankruptcy laws;
  - d. Lessee's sale, transfer, or parting with possession of the Leased Equipment without Lessor's prior written consent; or
  - e. Lessee's ceasing to do business as a going concern.
12. Remedies. Upon the happening of Default, Lessor has the right to exercise any one or more of the following remedies, without notice of any kind:
  - a. Terminate the Lease without prejudice to any of the Lessor's rights; or
  - b. Exercise any other remedy available to Lessor under applicable law.
13. Indemnification. To the extent allowed by Wyoming law, Lessee will indemnify Lessor for any loss associated with use of the Leased Equipment.
14. Assignment. Lessee may assign this Lease to the Campbell County Hospital District in accordance with the EMS Agreement. Use of the Lease Equipment outside of Sheridan County, excepting deployment in accordance with EMS Agreement, shall require approval of the Sheridan Agreement Manager. Lessee shall not otherwise assign its interest in this Lease, for security or otherwise, without Lessor's prior written consent.
15. Entire Agreement. This lease contains all the terms of this agreement between the parties with respect to its subject matter and may be amended only by a writing signed by each of the parties to this Lease.
16. Reliance. Each party acknowledges that it has had full opportunity to consult with such legal and financial advisors as it has deemed necessary or advisable in connection with its decision knowingly to enter this Lease. Neither party

has executed this Lease in reliance on any representation, warranties, or statements that the other party has made, other than those representations, warranties, and statements made under this Lease.

17. Severability. The unenforceability of any provision of this Lease shall not affect the enforceability of the remaining provisions of this Lease. In the event any provision of this Lease is found to be invalid or unenforceable in any manner, that provision shall be deemed amended in as minimal a matter as possible to make the provision valid and enforceable.
18. No Waiver. No waiver of a breach of this Lease shall be deemed a waiver of any other breach of the same or any other provision of this Lease.
19. Governing Law/Jurisdiction/Venue. The terms and conditions of this Lease shall be construed under the laws of the State of Wyoming.
20. Notices. All notices and other communications provided for in this Lease shall be in writing and shall be deemed to have been given (i) when delivered in person to the recipient, (ii) forty-eight (48) hours after deposit in the United State Mail, by certified mail, postage prepaid, addressed to the party, and its address set forth above or at another address as the party shall designate by providing notice under this Section; (iii) when Federal Express or comparable express delivery services delivers the notice to the recipient; (iv) when the recipient receives the notice by electronic mail to the correct electronic mail address of the recipient, as confirmed in electronic notice to the sender.
21. Captions. All headings contained in this Lease are intended for convenience only and are not to be deemed or taken as a summary or construction of the provisions to which they pertain.
22. Ambiguities. Any term of this Lease which is found to be ambiguous shall not be construed against the other party on the basis of authorship or otherwise.
23. Governmental: Lessor does not waives its Governmental, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Lease Agreement. Further, Lessor fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Lease Agreement.

CITY OF SHERIDAN

WYOMING REGIONAL EMS, LLC

By: 

By: Shawna Cochran  
EMS Manager

Title: Mayor Richard Bridger

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

**EXHIBIT 1**

DESCRIPTION OF THE LEASED VEHICLES AND EQUIPMENT

(LIST BELOW REPRESENTS MAJOR ITEMS AND IS NOT ALL INCLUSIVE)

**VEHICLE**

**Ambulance** is a 2007 Ford F450 Four Wheel Drive with a MedTec box, VIN 1FDXF47R08EB73486

**Mobile Radio** is a Bendix King, Model KNG-M150, SN 1005110118330008, FCC ID K95KNGM150

**Monitor Defibrillator** is a Physio-Control LIFPAK 15 with 3g modem, SN 41497181

**Motorola Radio**      M20KTS9PW1AN      585CFT1498      1454      RMA

**Motorola Radio**      M20KTS9PW1AN      585CFT1501      1491      RMA

Each of the aforementioned items shall be leased for \$10.00 per year