

Creek County Clerk
County Purchasing Office
Collins Building Annex
317 E. Lee Room 100
Sapulpa, Ok. 74066
918-227-4909



Creek County Clerk
Jennifer Mortazavi
jmortazavi@creekcountyonline.com

Purchasing Agent
Jana Thomas
jthomas@creekcountyonline.com
www.creekcountyclerk.org

INVITATION TO BID

BID NUMBER	BID CLOSING DATE & HOUR	DESCRIPTION	DATE ISSUED
22-7	4/4/22 8:59 A.M.	Lease-Purchase Financing of a Fire Truck – Olive Volunteer Fire Department	3/21/22 Page 1 of 24

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, SUITE 103, COLLINS BUILDING ANNEX TO CREEK County Courthouse, Sapulpa, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with complete vendor name, address, bid number and closing date written on the outside of the envelope. **Bids must be marked "Fire Truck" Bid #22-7 & received in the County Clerk's office at 317 E. Lee Room 100 Sapulpa, OK. 74066 by 8:59 a.m. April 4, 2022.**
3. The bid will be awarded to the best bidder(s) as determined by the county.
4. Lease terms and calculations will be guaranteed correct by the bidder. County reserves the right to accept or reject any or all bids and to waive informalities or minor irregularities in any bid.
5. To be considered for a Lease-Purchase contract SA&I form 120B, amortization schedule, business relationship affidavit, non-collusion certification and affidavit for contracts and payments must be completed and returned with the sealed bid.
6. Bidder is responsible to adhere to all provisions pertaining to the Oklahoma State Statutes.
7. The County procurement process is an open process that allows all business owners to participate regardless of race, color, natural origin or sex and we encourage minority and women-owned businesses to bid on any of our projects.
8. The financing agreement will be between Olive Volunteer Fire Department and the awarded vendor. Creek County will not be a party to this lease or other financing agreement.
9. Purchases by Olive Volunteer Fire Department are not subject to state or federal taxes.
10. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
11. The County reserves the right to terminate the contract with a 30 day written notice of termination for convenience.
12. The County reserves the right to terminate the contract without notice due to non-performance to any & all portions of the bid award.
13. Bids will be firm for 30 days.

Vendor: _____ Submitted by: _____ Title: _____
Address: _____ City: _____ State: _____ Zip: _____
Email: _____ Phone: _____

Bid #22-7
Lease Purchase Financing for a Used Fire Truck
Olive Volunteer Fire Department

The Limestone Fire Protection District has let for sealed bid to sell 2 used tanker trucks individually.

Olive Volunteer Fire Department is seeking a lease purchase contract to finance one of these used fire trucks. Upon an accepted lease purchase proposal for either of the tanker trucks in this bid packet sealed bids will be submitted to the Limestone Fire Protection District for each used tanker truck individually. **Only 1 truck will be purchased by the Olive Volunteer Fire Department if they are awarded the bid by Limestone Fire Protection District.**

If awarded to Olive Volunteer Fire Department, Limestone Fire Protection District will assign the equipment ownership and the lease payment to the awarded financial institution upon bid award of the equipment being sold by sealed bid to Olive Volunteer Fire Department.

Awarded financial institution will retain title to the equipment until the final payment is made by Olive Volunteer Fire Department.

Initial contract period will begin upon completion of required executed contracts and end June 30, 2022 renewable yearly beginning July 1st through June 30th of each fiscal year for 4 years with the final renewal term of 9 months.

Financing cannot exceed 10% simple interest of outstanding balance.

Olive Volunteer Fire Department will carry and provide proof of insurance on equipment.

Olive Volunteer Fire Department will tag the equipment as required by law.

Instructions to bidders

Bid each truck individually and include the SA&I 120-B lease purchase agreement and the amortization statement along with the notarized affidavits and certification documents included in this bid packet.

Option 1: Tanker 1

Option 2: Tanker 3

Option 3: In the event Olive Volunteer Fire Department is awarded the bid for both tanker trucks are you willing to extend the proposed offer to another Volunteer Fire Department with in Creek County if any are interested in the purchase of a truck? **YES / NO**

Business Relationships Affidavit

Lease Purchase Financing for a Used Fire Truck / Bid 22-7

State of Oklahoma)
)SS
County of _____)

_____, of lawful age, being duly sworn, on oath says that he or she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, or other business relationship presently in effect, of which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect of which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, affiant should so state.)

Signature of Affiant _____

S.A.&I. 425 (2000)

Affidavit for filing with competitive bid

State of Oklahoma)
)SS
County of _____)

_____, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any county official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any county official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Bidder: _____

Signature: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

Commission # _____

Expires _____

Notary Public (or Clerk or Judge)

Notary Public (or Clerk or Judge)

S. A. & I. 1-4001 (2005)

AFFIDAVIT FOR CONTRACTS AND PAYMENTS

STATE OF OKLAHOMA)
) ss
COUNTY OF _____)

THE UNDERSIGNED (ARCHITECT, CONTRACTOR, SUPPLIER OR ENGINEER), OF LAWFUL AGE, BEING FIRST DULY SWORN, ON OATH SAYS THAT THIS INVOICE OR CLAIM IS TRUE AND CORRECT. AFFIANT FURTHER STATES THAT THE (WORK, SERVICES OR MATERIALS) AS SHOWN BY THIS INVOICE OR CLAIM HAVE BEEN (COMPLETED OR SUPPLIED) IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE AFFIANT. AFFIANT FURTHER STATES THAT (S)HE HAS MADE NO PAYMENT DIRECTLY OR INDIRECTLY TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THE STATE OF OKLAHOMA, ANY COUNTY OR LOCAL SUBDIVISION OF THE STATE, OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT OF THE INVOICE OR PROCURE THE CONTRACT OR PURCHASE ORDER PURSUANT TO WHICH AN INVOICE IS REQUIRED.

BUSINESS NAME

By _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20 _____

NOTARY PUBLIC (OR CLERK OR JUDGE)

NOTE: 62 OKL.ST.ANN. § 310.9 (B), AUTHORIZES COUNTIES EXECUTING MORE THAN ONE CONTRACT, EXCEEDING \$ 25,000.00 DURING THE FISCAL YEAR, WITH AN ARCHITECT, CONTRACTOR, ENGINEER OR SUPPLIER OF CONSTRUCTION MATERIALS TO ACCEPT ONE AFFIDAVIT APPLYING TO ALL WORK, SERVICES OR MATERIALS COMPLETED OR SUPPLIED UNDER THE TERMS OF AWARDED CONTRACTS, OR WHICH ARE NEEDED ON A CONTINUAL BASIS; SUCH AFFIDAVIT TO BE IN LIEU OF ALL INDIVIDUAL AFFIDAVITS FOR EACH INVOICE SUBMITTED IN RELATION TO SUCH CONTRACT.



LIMESTONE FIRE PROTECTION DISTRICT

5262 East Hwy 20, Claremore, OK 74019 918-341-6430 FAX 918-343-2302
www.limestonefd.org

Option #1

March 14, 2022

To: Interested Buyer

From: Limestone Fire Protection District

RE: Sale of TANKER #1 /Darley PTO pumps

Bid #: 2022-001

The Limestone Fire Protection District has authorized the liquidation of surplus property by sale through a sealed bid. Item(s) offered for sale include:

Type of Unit: Tanker
Manufacturer: Deep South
Year: 2010
Chassis: International
Engine: International Diesel
Transmission: Automatic
Tank Size: 2000 Gallon
Pump: Darley Hm 500 GPM PTO pump
Current Mileage: 3,285
Current Hours: 605
Color: Red
VIN # 1HTWCAZR4AJ211337

Equipment:

(1) Firecom Dual Radio wired Headset System w/3 headsets (no radios)
(1) Mounted Wheel Chock
(1) Zico Electric dump tank holder
(1) dump chute extension
Hose bed covers

General condition: runs, drivable

Minimum Bid: \$100,000.00

TERMS: THE PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND THERE IS NO GUARANTEE, WRITTEN, EXPRESS, IMPLIED, OR OTHERWISE. BIDDERS ARE CAUTIONED TO INSPECT THE PROPERTY BEFORE SUBMITTING A BID. THERE WILL BE NO REFUNDS. LIMESTONE FIRE PROTECTION DISTRICT MAKES NO WARRANTY, EXPRESS OR IMPLIED,

AS TO QUANTITY, KIND, CHARACTER, QUALITY, WEIGHT, SIZE, OR DESCRIPTION OF ANY OF THE PROPERTY, OR ITS FITNESS FOR ANY USE OR PURPOSE. ALL PROPERTY, WHETHER OFFERED AS AN INDIVIDUAL ITEM, LOT, OR SYSTEM, MAY BE INCOMPLETE WITH COMPONENTS MISSING, DEFECTIVE, DAMAGED, ALTERED, OR HAVE LATENT DEFECTS OR OTHERWISE REQUIRE EXTENSIVE REPAIRS OR SERVICING FOR WHICH LIMESTONE FIRE PROTECTION DISTRICT WILL NOT BE RESPONSIBLE.

Payment in the full amount of bid must be received within ten (10) days of Notice of Award. Cash or Certified Checks made payable to the Limestone Fire Protection District accepted. The vehicle(s) must be removed from the premises within fifteen (15) days of Notice of Award or payment may be forfeited. Once payment is made, the sale is final, and no refund or return will be allowed.

Limestone Fire Protection District reserves the right to reject any or all bids, waive technical or legal deficiencies, and accept any bid that it may deem to be in the best interest of the District.

VIEWING: This vehicle may be inspected BY APPOINTMENT ONLY, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., beginning March 14, 2022. Please contact Chief Greg Long at (918) 341-6430 or glong@limestonefd.net to make an appointment before attempting to inspect the property. You will not be granted access to the site without an appointment.

DEADLINE: Sealed bids marked '**Bid No. 2022-001 for the Sale of 2010 International tanker #1**' must be received before **Friday, April 8, 2022**, LATE BIDS WILL NOT BE ACCEPTED.

Send to: Limestone Fire Protection District
5262 East Highway 20
Claremore, OK, 74019

During the District, Regular Business Meeting on, April 10, 2022, at 2 PM all bids will be publicly opened and read aloud.

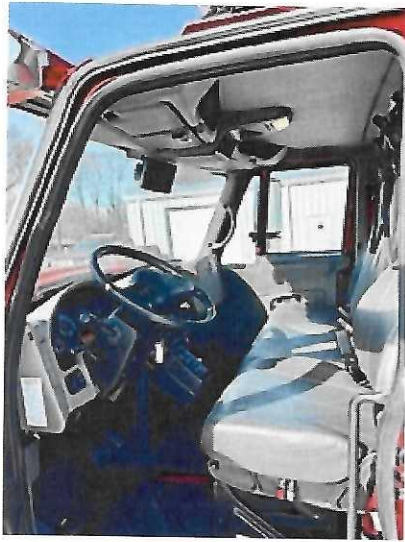
Sincerely,

Greg Long Fire Chief

cc: Clerk









Option 1
Tanker 1

County, Oklahoma

Lease Purchase Agreement

This agreement is made this day by and between the Olive Volunteer Fire Department of County, Oklahoma, designated throughout this agreement as the Lessee and designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described Equipment, all of which shall be designated throughout this instrument as the "Equipment;"

Make	Model	Description	Qty	Unit Price	Lease Purchase Price
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

II. Payment of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the Equipment, the Lessee promises to pay the Lessor for the Equipment, the sum of per (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement.

III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

IV. Option to Renew:

The Lessee is hereby granted ☐ successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title to Equipment

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to Equipment until the final payment is made.

VI. Option to Purchase

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the Equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of the Lessee's intent to purchase accompanied by a single, final payment of . (If the purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully, the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by references). In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or any State regarding the Equipment purchased under the terms of this agreement.

VII. Deliver and Return of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the Lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee.

VIII. Repairs and Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the Equipment by separate written agreement, and in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

IX. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with respect to the Equipment.

X. Insurance

The Lessee shall obtain and maintain fire and extended coverage casualty insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten days prior to any change in the insurance required under the terms of this paragraph.

XI. Patents

In the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of the United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by the Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event of any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

1. Obtain for the Lessee the right to continue to use the Equipment;
2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent Law.

XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year to fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIV. Road Machinery and Equipment

If the terms of this agreement are in regards to road machinery or Equipment, the Lessee assumes all risk and liability for and shall hold the Lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or Equipment.

XV. Entire Agreement of the Parties and Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and Lessee. If any provision of the agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XVI. Choice of Law

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event that any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for County (Leasing County), State of Oklahoma.

Approved by the Board of County Commissioners on behalf
of Olive Volunteer Fire Department on _____

Oklahoma

Lessor: _____

Chairman

Title:

Attest: _____

Jennifer Mortazavi

and

Olive Volunteer Fire Department- Chief

Attest: _____

Jennifer Mortazavi



LIMESTONE FIRE PROTECTION DISTRICT

5262 East Hwy 20, Claremore, OK 74019 918-341-6430 FAX 918-343-2302
www.limestonefd.org

Option #2

To: Interested Buyer

March 14, 2022

From: Limestone Fire Protection District

RE: Sale of TANKER #3 /Darley PTO pumps

Bid #: 2022-002

The Limestone Fire Protection District has authorized the liquidation of surplus property by sale through a sealed bid. Item(s) offered for sale include:

Type of Unit: Tanker
Manufacturer: Deep South
Year: 2010
Chassis: International
Engine: International Diesel
Transmission: Automatic
Tank Size: 2000 Gallon
Pump: Darley Hm 500 GPM PTO pump
Current Mileage: 3686
Current Hours: 538
Color: Red
VIN # 1HTWCAZR6AJ211338

Equipment:

- (1) Firecom Dual Radio wired Headset System w/3 headsets (no radios)
- (1) Mounted Wheel Chock
- (1) Zico Electric dump tank holder
- (1) dump chute extension
- Hose bed covers

General condition: runs, drivable

Minimum Bid: \$100,000.00

TERMS: THE PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND THERE IS NO GUARANTEE, WRITTEN, EXPRESS, IMPLIED, OR OTHERWISE. BIDDERS ARE CAUTIONED TO INSPECT THE PROPERTY BEFORE SUBMITTING A BID. THERE WILL BE NO REFUNDS. LIMESTONE FIRE PROTECTION DISTRICT MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO QUANTITY, KIND, CHARACTER, QUALITY, WEIGHT, SIZE, OR

DESCRIPTION OF ANY OF THE PROPERTY, OR ITS FITNESS FOR ANY USE OR PURPOSE. ALL PROPERTY, WHETHER OFFERED AS AN INDIVIDUAL ITEM, LOT, OR SYSTEM, MAY BE INCOMPLETE WITH COMPONENTS MISSING, DEFECTIVE, DAMAGED, ALTERED, OR HAVE LATENT DEFECTS OR OTHERWISE REQUIRE EXTENSIVE REPAIRS OR SERVICING FOR WHICH LIMESTONE FIRE PROTECTION DISTRICT WILL NOT BE RESPONSIBLE.

Payment in the full amount of bid must be received within ten (10) days of Notice of Award. Cash or Certified Checks made payable to the Limestone Fire Protection District accepted. The vehicle(s) must be removed from the premises within fifteen (15) days of Notice of Award or payment may be forfeited. Once payment is made, the sale is final, and no refund or return will be allowed.

Limestone Fire Protection District reserves the right to reject any or all bids, waive technical or legal deficiencies, and accept any bid that it may deem to be in the best interest of the District.

VIEWING: This vehicle may be inspected BY APPOINTMENT ONLY, Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m., beginning March 14, 2022. Please contact Chief Greg Long at (918) 341-6430 or glong@limestonefd.net to make an appointment before attempting to inspect the property. You will not be granted access to the site without an appointment.

DEADLINE: Sealed bids marked **'Bid No. 2022-002 for the Sale of 2010 International tanker #3** must be received before **Friday, April 8, 2022**, LATE BIDS WILL NOT BE ACCEPTED.

Send to: Limestone Fire Protection District
5262 East Highway 20
Claremore, OK, 74019

During the District, Regular Business Meeting on, April 10, 2022, at 2 PM all bids will be publicly opened and read aloud.

Sincerely,

Greg Long Fire Chief

cc: Clerk













Option 2
Tanker 3

County, Oklahoma

Lease Purchase Agreement

This agreement is made this day by and between the Olive Volunteer Fire Department of County, Oklahoma, designated throughout this agreement as the Lessee and designated throughout this agreement as the Lessor.

I. Equipment

Subject to the terms and conditions as set forth in this agreement, the Lessor leases to the Lessee the following described Equipment, all of which shall be designated throughout this instrument as the "Equipment;"

Make	Model	Description	Qty	Unit Price	Lease Purchase Price
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

II. Payment of Lease Purchase Installments

In consideration of the agreement by the Lessor to lease purchase the Equipment, the Lessee promises to pay the Lessor for the Equipment, the sum of per (see enclosed payment schedule) during the term of this agreement or any renewal of the agreement.

III. Lease Term

This lease shall commence on the date the Equipment is accepted by the Lessee and shall automatically terminate, unless renewed in accordance with the terms set forth below, at the end of the fiscal year of the State of Oklahoma during which the lease is commenced.

IV. Option to Renew:

The Lessee is hereby granted ☐ successive options to renew this lease for additional terms not to exceed one fiscal year, plus one final option to renew this lease for a period of months, all upon the same terms and conditions, provided that such options may be exercised, as a matter of right, solely and exclusively by the Lessee, the exercise of any such option shall be accomplished by the issuance of a purchase order upon or within thirty (30) days after the expiration of the terms of this lease or any renewal then in effect.

V. Title to Equipment

The Equipment is and shall at all times during the term of this lease and any renewal term remain the sole property of the Lessor and the Lessee shall have or acquire no right, or title to Equipment until the final payment is made.

VI. Option to Purchase

In the event the Lessee shall have exercised all of its options for renewal of this lease as provided in paragraph IV, above, upon tender of the last lease payment due under the last renewal term, the Lessee shall acquire title to and ownership of the Equipment. In the alternative, the Lessee, at its sole and exclusive option, may purchase the Equipment at any time during the term of this lease or during any renewal term as provided by paragraph IV, above, giving written notice to the Lessor of the Lessee's intent to purchase accompanied by a single, final payment of . (If the purchase price is to be reduced by a percentage of the lease payments made prior to the exercise of the purchase option, describe fully, the manner in which such reduction shall be computed. Attach a written schedule of purchase option prices which shall be incorporated in the terms of this agreement by references). In the event the Lessee shall exercise any option to purchase the Equipment, the Lessor assigns to the Lessee all rights and claims which the Lessor may have or acquire arising under the antitrust laws of the United States or any State regarding the Equipment purchased under the terms of this agreement.

VII. Deliver and Return of Equipment

The Lessor shall bear all costs of shipping and delivering the Equipment to the Lessee. Installation costs, if any, shall be borne by the Lessor. The Equipment shall be delivered to or installed at the location designated by the Lessee.

VIII. Repairs and Maintenance

The Lessee shall maintain the Equipment in good working order and shall make all necessary routine adjustments and repairs, as a result of fair wear and tear, all at the expense of the Lessee. The Lessor and the Lessee may provide for the maintenance and repair of the Equipment by separate written agreement, and in the event they make such agreement, its terms shall supersede and replace the provisions of this paragraph of this lease.

IX. Taxes

The Lessor shall forthwith pay all taxes which may be imposed upon it with respect to the Equipment.

X. Insurance

The Lessee shall obtain and maintain fire and extended coverage casualty insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall insure the full value of the Equipment against the risk of loss or damage. The Lessee shall provide the Lessor with written notice at least ten days prior to any change in the insurance required under the terms of this paragraph.

XI. Patents

In the event any suit is instituted against the Lessee which is based upon any claim that any of the Equipment is implicated in an infringement of any provision of the United States Patent Law, the Lessor shall, at its own expense, defend such suit against the Lessee; provided, Lessee provides the Lessor with prompt notice of the institution of such suit and permits the Lessor to fully participate in the defense. The Lessee shall also retain the right to participate in such defense and shall, in any event, provide the Lessor with all available information, assistance and authority to enable the Lessor to conduct the defense. No compromise or settlement of such suit resulting in a judgment against the Lessee shall obligate or bind the Lessor unless the Lessor shall have accepted such compromise or settlement, the Lessor shall have the right to enter into negotiations for and effect a compromise or settlement of such patent action, but no such compromise or settlement shall be binding upon Lessee unless approved by the Lessee. Subject only to the terms of this paragraph, the Lessor shall hold the Lessee harmless from any liability arising from any patent suit such as is described above. In the event of any of the Equipment shall be held, in any suit, to constitute an infringement of patent law, and its use shall be enjoined, then the Lessor shall, at its sole option and at the Lessor's expense:

1. Obtain for the Lessee the right to continue to use the Equipment;
2. Replace or modify the Equipment in a manner acceptable to the Lessee so that the Equipment no longer infringes any provision of patent Law.

XII. Funding

Notwithstanding any other provision of this agreement, the parties acknowledge and agree that the funds to be paid by the Lessee under the terms of this lease will be available only as appropriated on a fiscal year to fiscal year basis by properly constituted legal authority. In the event that the Lessee determines that sufficient funds have not been appropriated to make the payments required under the terms of this agreement, the obligations of the Lessee under this agreement shall terminate. In such event, the Lessee shall give prompt written notice of termination to the Lessor.

XIII. Assignment

The Lessor may, with the prior written approval of the Lessee, assign its right to receive payment of lease due under the terms of this agreement. However, any such assignment shall not relieve the Lessor of its responsibilities to perform the duties and obligations imposed upon it by this agreement.

XIV. Road Machinery and Equipment

If the terms of this agreement are in regards to road machinery or Equipment, the Lessee assumes all risk and liability for and shall hold the Lessor harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said road machinery or Equipment.

XV. Entire Agreement of the Parties and Severability

Except as otherwise provided in the above terms and conditions, this lease, together with applicable purchase orders and the invitation to bid, constitute the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and Lessee. If any provision of the agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XVI. Choice of Law

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event that any litigation shall occur concerning the terms and conditions of this lease or the rights and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for County (Leasing County), State of Oklahoma.

Approved by the Board of County Commissioners on behalf
of Olive Volunteer Fire Department on _____

Oklahoma

Lessor: _____

Chairman

Title:

Attest: _____

Jennifer Mortazavi

and

Olive Volunteer Fire Department- Chief

Attest: _____

Jennifer Mortazavi