

## ***EQUIPMENT LEASE***

This Equipment Lease (this "Lease") is made effective as of December 1, 2025, between Mountain States Capital (the "Lessor"), PO Box 1134, Torrington, Wyoming 82240, and Town of Alpine (the "Lessee"), 121 US Hwy 89, Alpine, Wyoming, 83128, and states the agreement of the parties as follows:

**EQUIPMENT SUBJECT TO LEASE.** The Lessor shall lease a Favero Lorenzo SR3X Snowcat.

**PAYMENT TERMS.** Equipment will be rented for the season price of \$34,900.00. This price is based upon 480 hours. Additional hours will be billed on the final invoice at \$93.19/hour. An additional charge of \$5,000.00 will be applied for delivery and pick-up of the machine. A down payment of \$5,000.00 will be due within 10 days of the execution of this lease or it will be terminated. The total remaining cost of \$34,900.00 will be divided up into four equal payments of \$8,725.00. Payments shall be due on the first of each month, with the first payment due on December 1, 2025, and continue the first of each month thereafter until paid in full. The lease payments shall be due whether the Lessee has received notice of a payment due.

**SERVICE CHARGE.** If any Lease installment is not paid within 20 day(s) after the due date, the Lessee shall pay to the Lessor a service charge of 15%

**LEASE TERM.** This Lease shall begin on December 1, 2025 and shall terminate on March 31, 2026, unless otherwise terminated or extended in a manner consistent with the terms of this Lease.

**CARE AND OPERATION OF EQUIPMENT.** The equipment may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

**MAINTENANCE AND REPAIR.** The Lessee shall maintain, at Lessee's cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. Such costs shall include labor, material, parts, and similar items. Lessee will do routine maintenance and repair including oil changes and general maintenance.

**LESSOR'S RIGHT OF INSPECTION.** The Lessor shall have the right to inspect the equipment during Lessee's normal business hours.

**RETURN OF EQUIPMENT.** At the end of the Lease term, the Lessor will pick up the machine at the above agreed amount price.

**OPTION TO RENEW.** If the Lessee is not in default upon the expiration of this lease, the Lessee shall have the option to renew this Lease for a similar term on such terms as the parties may agree at the time of such renewal.

**ACCEPTANCE OF EQUIPMENT.** The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of any discrepancies between such item of equipment and the description of the equipment in the Equipment Schedule. If the Lessee fails to provide such notice before accepting delivery of the equipment, the Lessee will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule.

**OWNERSHIP AND STATUS OF EQUIPMENT.** The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. The Lessor shall be deemed to have retained title to the equipment at all times, unless the Lessor transfers the title by sale. The Lessee shall immediately advise the Lessor regarding any notice of any claim, levy, lien, or legal process issued against the equipment.

**WARRANTY.** The Lessor warrants that the above property is in good working condition and is covered under an in-house warranty.

**RISK OF LOSS OR DAMAGE.** The Lessee assumes all risks of loss or damage to the equipment from any cause and agrees to return it to the Lessor in the condition received from the Lessor, with the exception of normal wear and tear, unless otherwise provided in this Lease.

**INDEMNITY OF LESSOR FOR LOSS OR DAMAGES.** Unless otherwise provided in this Lease, if the equipment is damaged or lost, the Lessor will require the Lessee to repair the equipment to a state of good working order or replace the equipment with like equipment in good repair, using a certified mechanic approved by the Lessor. The equipment will be considered in good working order and or repair by the certified mechanic.

**LIABILITY AND INDEMNITY.** Liability for injury, disability, and death of workers and other persons caused by operating, handling, or transporting the equipment during the term of this Lease is the obligation of the Lessee, and the Lessee shall indemnify and hold the Lessor harmless from and against all such liability. Lessee shall maintain liability insurance of at least \$100,000.00, and insure the equipment listed on the Equipment schedule for a Replacement value of no less than \$145,000.00, further, lessee shall maintain a conditional sales endorsement on said insurance policy in favor of Lessor, as interest may appear. In the event Lessee shall fail to pay such insurance, the

Lessor may pay said insurance, and any premium so paid shall be added to and considered as part of above payment due to Lessor. Certificate of insurance shall be provided to Lessor.

**CASUALTY INSURANCE.** The Lessee shall insure the equipment in an amount sufficient to cover the replacement cost of the equipment.

**DEFAULT.** The occurrence of any of the following shall constitute a default under this Lease:

- A. The failure to make a required payment under this Lease when due.
- B. The violation of any other provision or requirement that is not corrected within 10 day(s) after written notice of the violation is given.
- C. The insolvency or bankruptcy of the Lessee.
- D. The subjection of any of Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

**RIGHTS ON DEFAULT.** In addition to any other rights afforded the Lessor by law, if the Lessee is in default under this Lease, without notice to or demand on the Lessee, the Lessor may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Lessee responsible for any deficiency. The rights and remedies of the Lessor provided by law and this Agreement shall be cumulative in nature. The Lessor shall be obligated to re-lease the equipment, or otherwise mitigate the damages from the default, only as required by law.

**NOTICE.** All notices required or permitted under this Lease shall be deemed delivered when delivered in person or by mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Lease.

**ASSIGNMENT.** The Lessee shall not assign or sublet any interest in this Lease or the equipment or permit the equipment to be used by anyone other than the Lessee or Lessee's employees, without Lessor's prior written consent.

**ENTIRE AGREEMENT AND MODIFICATION.** This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Wyoming.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**CERTIFICATION.** Lessee certifies that the application, statements, trade references, and financial reports submitted to Lessor are true and correct and any material misrepresentation will constitute a default under this Lease.

**SIGNATORIES.** This Lease shall be signed on behalf of Mountain States Capital by Mindy Straley, and representative of the Town of Alpine and shall be effective as of the date first above written.

**LESSOR:**

By: \_\_\_\_\_  
Mindy Straley  
Owner

**LESSEE:**

By:  \_\_\_\_\_  
Town of Alpine