



PO Box 1034 | 3020 Energy Drive | Dickinson, ND 58602-1034
(800) 932-8740 | (701) 456-9184 | Fax: (701) 456-2210 | www.fisherind.com

Fisher Sand & Gravel Co.
Arizona Drilling & Blasting
Fisher Grading & Excavation
Fisher Ready Mix
Southwest Asphalt
Southwest Asphalt Paving
Fisher Sand & Gravel - New Mexico, Inc.
General Steel and Supply Company

February 25, 2026

SHORT TERM LEASE

GENERAL STEEL & SUPPLY CO., P.O. Box 1034, Dickinson, ND 58602, hereinafter called LESSOR, hereby leases to City of Dickinson., hereinafter called the LESSEE, subject to the terms and conditions contained herein the following:

Equipment: 10' x 70' Fisher Portable Truck Scale

Unit Number: G7-210 Serial Number: 10-70-77-625027

Hour Meter: N/A

- 1. LOCATION OF THE EQUIPMENT.** The Equipment shall be used in the Dickinson, ND location.
- 2. TERM.** The term of the lease shall commence when the Equipment is picked up and shall end on the day the Equipment is returned or sold
- 3. RENT.** The LESSEE agrees to pay rent in the sum of **(\$7,500)** dollars per month during the term of the lease, Any replacement wear parts or consumables will be the responsibility of the LESSEE. The LESSEE is responsible for paying all applicable taxes and fees associated with rental of equipment.
- 4. OPTION TO PURCHASE** LESSEE shall have an option to purchase the equipment at any time during the term of the lease by paying the LESSOR the total purchase price amount of **\$265,000** LESSOR shall credit the LESSEE 85% of the rent by Lessee to Lessor if this option to purchase is exercised during the term of the lease.
- 5. WEAR** It is acknowledged and understood that pertinent property of LESSOR is equipped with wear items which must be periodically replaced. All expenses associated with applicable wear item are the sole financial responsibility of the LESSEE. It is acknowledged and understood that the present wear items have the following approximate percentage (N/A) of their original life left. It is agreed and understood that the remaining use life of all applicable wear items will be determined and prorated by LESSOR as of the date of return of the property to LESSOR and that the LESSEE will then pay LESSOR the cost of the prorated use of said wear items and installation.

N/A Wear—New Unit



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6. **OTHER WEAR/ REPAIR** It is agreed upon and understood that upon the surrender of leased property by LESSEE to LESSOR, the property will undergo evaluation, servicing, and repairs at Lessor's judgement, and at LESSEE'S expense. It is acknowledged and understood that all property will receive at minimum an oil change including all filters changed. LESSEE sole expense unless LESSEE can prove with written documentation that their minimum maintenance needs have been performed by LESSEE at LESSEE expense prior to LESSEE'S return of leased property to LESSOR'S place of business.

7. **GUARDING** LESSOR does not guarantee that guards will meet all local codes. It is the responsibility of the LESSEE to have the guards checked by a local inspector

8. **TITLE OF LESSOR; ASSIGNMENT; SUBLEASING.** The LESSEE is prohibited from assigning, subleasing, or relinquishing possession of the Equipment without prior consent of the LESSOR. Title to the Equipment shall always remain with the LESSOR.

9. **CONDITIONS OF EQUIPMENT - NO WARRANTY, EITHER EXPRESS OR IMPLIED.** LESSOR shall not be liable for any claims, losses, labor expenses, or damages, direct or consequential, resulting directly or indirectly from the use of, or inability to use the Equipment leased hereunder.

10. **MAINTENANCE.** LESSEE shall maintain the Equipment in good operating condition and shall return the Equipment in the same condition as received except for normal wear and tear. LESSEE shall promptly inform LESSOR of and pay for all damages to the Equipment other than normal wear and tear.

11. **LOSS OF OR DAMAGE TO EQUIPMENT.** Risk of loss of the Equipment shall pass to LESSEE on commencement of the lease and remain in LESSEE until the Equipment is returned to LESSOR. LESSEE shall maintain insurance for all risk to protect the interest of the LESSOR during the term of the lease. The LESSEE shall provide a certificate of insurance to the LESSOR.

EQUIPMENT STATED VALUE TO LESSOR IS (\$265,000) dollars.

12. **LIABILITY OF LESSEE.** The LESSEE agrees to protect the LESSOR against all loss and damage that may occur during the life of the lease and until such Equipment has been returned to the LESSOR and accepted by it. To the extent allowed under North Dakota Law the LESSEE indemnifies LESSOR for all personal injury and property damage occurring on or about, or adjacent to the Equipment or premises where said Equipment is being used due to acts or omissions permitted by LESSEE.



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13. **EVENTS OF DEFAULT.** In the event that LESSEE shall default in the payment of any installment of rent or shall default in observance of performance of any other covenant in this lease, LESSOR may, without notice or demand, immediately terminate this lease. The LESSOR, or its authorized agent, may enter the premises where the Equipment is located and take possession and remove the same at LESSEE'S expense, and/or proceed by appropriate court action to enforce performance by LESSEE of the applicable covenants of the lease or recover damages for the breach thereof. The LESSEE will sign a U.C.C. Index Filing Notice and return it to the LESSOR.

General Steel & Supply Co., LESSOR
P.O. Box 1034
Dickinson, ND 58602-1034
Phone: 1-701-456-9184

City of Dickinson, LESSEE
99 2nd Street East
Dickinson, ND 58601
Phone: _____

BY: Dean Humenyik

BY: _____

Date: 2/25/2026

Date: _____

