

**EQUIPMENT LEASE AGREEMENT BETWEEN
THE CITY OF SOUTH BEND AND
MYDATT SERVICES, INC. d/b/a BLOCK BY BLOCK**

This Equipment Lease Agreement is made effective the _ day of _____ 2020, by and between Mydatt Services, Inc. d/b/a Block by Block, hereinafter referred to as "Lessee" or Block by Block, and the City of South Bend, Indiana, acting by and through its Board of Park Commissioners hereinafter referred to as "Lessor":

WITNESSETH THAT:

WHEREAS, Lessor is the owner of certain industrial equipment as listed herein ("Equipment") and Lessee desires the use of Lessor's Equipment as more particularly described below:

#399A 2011 JB Enterprises Mower Trailer ID#47CA0C3B1022522
#398E 2012 JB Enterprises Mower Trailer ID#457CA0F96C1023109

WHEREAS, Lessor desires to grant to Lessee access to and a license to use the Equipment for the purpose of providing services as set forth in a certain Service Agreement entered into between, the City of South Bend Venue Parks and Arts, acting through its Board of Park Commissioners and Downtown South Bend, Inc. dated February 20, 2017 ("DTSB Agreement"); and

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants and agreements contained in this Agreement Lessor and Lessee agree as follows:

1. Grant of License.

Lessor hereby grants to Lessee the use of the Equipment. The Equipment is to be operated by a licensed and insured operator at all times while in the possession of Lessee. The Equipment shall be exclusively used in a manner consistent with the services contracted for in the DTSB Agreement.

2. Training/Certification.

The parties hereto acknowledge that no one may utilize the Equipment without proper certification and training. Lessor, with the assistance and approval of Lessee, shall select a reputable 3rd party known throughout the industry to provide certification and training on the Equipment to Lessee. Lessor shall pay all expenses related to the certification and training for Lessee's Equipment's use under this Agreement.

3. Term.

Lessee shall have access to the Equipment from Lessor on or after January 1st, 2020 until December 31st, 21.

4. Maintenance, Damage, and Loss.

Lessor will be responsible to provide preventative maintenance to the Equipment at Lessor's sole cost and expense. Lessee will return the Equipment to Lessor in the same condition as received; however, normal wear and tear is to be expected. Lessee, at its sole expense, will keep and maintain the Equipment clean and in good working order during operation of the Equipment. In the event the Equipment is damaged during the operation of the Equipment by Block by Block employees and such damage is beyond repair, as determined by industry standard, Lessee shall pay to Lessor the replacement cost of the Equipment except to the extent such damage or loss is the result of or in connection to Lessor's own negligence or willful misconduct.

5. Indemnity

Except for damages, claims or losses due to Lessor's acts, negligence or willful misconduct, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from the operation of the Equipment by Lessee and its employees.

6. Consideration

Lessor agrees to provide the Equipment to Lessee for One Dollar and 00/100 (\$1.00) and no other valuable consideration.

7. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

8: Corporate Authority

The persons signing on behalf of the respective parties represent that he/she has been duly authorized to execute this Agreement and has obtained all necessary and applicable approvals to make this Agreement fully binding.

9. Insurance

Lessee agrees to maintain general liability insurance in an amount no less than One Million Dollars per occasion and shall name Lessor an additional insured should anyone from Lessee operate the Equipment.

The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures agree to its terms.

Signature Page Follows

CITY OF SOUTH BEND,
BOARD OF PARK COMMISSIONERS

ATTEST:

Clerk

MYDATT SERVICES, INC.

d/b/a BLOCK BY BLOCK

By:-----

Its:_____

FIRST AMENDMENT TO EQUIPMENT LEASE AGREEMENT
BETWEEN CITY OF SOUTH BEND AND
MYDATT SERVICES, INC. d/b/a BLOCK BY BLOCK

This FIRST AMENDMENT TO THE EQUIPMENT LEASE AGREEMENT (the "Amendment Agreement") is entered into as of June 29, 2017 ("Effective Date") by and between Mydatt Services, Inc. d/b/a Block by Block hereinafter referred to as "Lessee" of "Block by Block" and the City of South Bend, Indiana, acting by and through its Board of Park Commissioners hereinafter referred to as "Lessor".

The following provisions form the basis for, and are hereby made a part of, this Amendment Agreement:

WHEREAS, the parties have entered into an AGREEMENT dated May 15, 2017 (the "Agreement").

WHEREAS, the parties now wish to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties hereto do hereby agree as follows:

1. For purposes of this Amendment Agreement, any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. The parties hereby agree to amend the list of Equipment as set forth in second paragraph of the Agreement by adding two (2) universal terrain vehicles for the purpose of Lessee's use of Lessor's owned Equipment more particularly described as follows:

#336A 2016 Vin#4XAB4PD15G7740953 Brutus HD PTO Deluxe
#336B 2016 Vin#4XAB4PD14G7740393 Brutus HD PTO Deluxe

3. Except as expressly set forth herein, the Agreement shall remain in full force and effect.

m WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective hand as of the day and year first written above.

**CITY OF SOUTH BEND,
BOARD OF PARK COMMISSIONERS**

By: Mark W. Neal
Title: President

**MYDATT SERVICES, INC.
d/b/a BLOCK BY BLOCK**

By: _____
Name: _____
Title: _____

