

POLICE MOTORCYCLE LEASE AGREEMENT

This Police Motorcycle Lease Agreement ("Lease"), including the City of Franklin, Tennessee Standard Procurement Terms and Conditions attached hereto and hereby made a part hereof, is made and entered as of the last date of execution of this Lease by the parties thereto, by and between TNHD Partners, L.L.C., a Louisiana limited liability company, d/b/a Harley-Davidson of Cool Springs, herein represented by its duly authorized Manager, Jamie Lima ("Lessor"), and the City of Franklin, Tennessee a Tennessee governmental entity ("Lessee").

Lessee hereby accepts and leases for itself, its successors, and assigns, and acknowledges due delivery and possession of the following described property, to-wit:

See attached list of those certain motorcycles and other equipment and accessories attached thereto more specifically described on Exhibit "A", attached hereto and made a part hereof (collectively the "Motorcycles");

This Lease is made and accepted for and in consideration of all the terms, conditions, and stipulations hereinafter set forth:

1. Term. Lessor hereby leases to Lessee the Motorcycles for a term of twelve (12) consecutive months beginning on last date of execution of this Lease by the parties thereto ("Term").
2. Rent. The rent for the Motorcycles is a total of \$1.00 per year for each motorcycle for a total for \$2.00 ("Rent") (2 motorcycles addressed below). Rent shall be payable by Lessee to Lessor on the first day of the rental period. The rental amount does not include the cost of installation or transfer of police equipment and accessories purchased by Lessee or the removal of such police equipment and accessories at the end of the Lease. The Rent shall not be reduced or abated for any damaged or out-of-service Motorcycles during the Term of this Lease. No payment or service or any other consideration, including consideration for past or future procurements of or by Lessee, except as specifically identified in this Lease, shall be made by Lessee to Lessor pursuant to this Lease. Further, Lessor is not entitled to, and shall not seek, any marketing or advertising or promotional privilege or benefit as a result of this Lease.
3. Maintenance and Repairs. The Lessee is solely responsible to maintain the Motorcycles in good working order and to use them responsibly in comprehensive police operations for the City of Franklin Tennessee. For the entire Term hereof, the Lessor assigns the full manufacturers' warranty to the Lessee. The Lessee shall use only original manufacturer's parts in required maintenance and repairs to the Motorcycles. Motorcycles must be serviced at Harley- Davidson of Cool Springs as per manufacturers suggested service intervals.
4. Use. The Lessee will use the Motorcycles in comprehensive police operations for The City of Franklin, TN. The Lessee's use is subject to no mileage limitation.
5. Inspection. Upon seven (7) days written notice to the Lessee, and in reasonable circumstances, the Lessee shall make the Motorcycles available to Lessor for inspection and the Lessor may inspect the Motorcycles at the Lessee's premises.
6. Insurance. At its own expense, Lessee shall carry Auto Liability insurance with respect to the Motorcycles, with minimum limits of coverage of \$1,000,000 per occurrence, and shall carry Auto Physical Damage insurance sufficient to protect the full value of the Motorcycles. Lessee shall name Lessor as Additional Insured on the Auto Liability insurance and as Loss Payee on the Auto Physical Damage insurance covering the Motorcycles. The Lessee shall carry worker's compensation insurance covering all Lessee's employees working on, in, near or about the Motorcycles and shall require any other person working on, in, near or about the Motorcycles to carry such coverage. The Lessee shall furnish to the Lessor upon request certificates or other satisfactory evidence of all insurance coverages described above as required by the terms and conditions of this Lease.
7. Indemnity. To the extent permissible by Tennessee law, the Lessee shall and does hereby

indemnify and hold the Lessor harmless from any and all liability arising out of the leasing, renting, operation, control, use, delivery, and/or return of the Motorcycles, including but not limited to injuries causing personal injury, property damage, and/or death. Such indemnification shall include any and all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in connection with any suits, claims or causes of actions arising out of this Lease and/or use of the Motorcycles.

8. Sublease. The Lessee shall not sublease the Motorcycles or use them except as provided herein.

9. Acceptance. The Lessee has inspected the Motorcycles and found them free of obvious defects, if latent defects are discovered within normal usage, the Lessor shall remedy same.

10. Default. Should Lessee at any time violate any of the conditions or covenants of this Lease, or discontinue the use of the Motorcycles for the purpose for which they are rented, or fails to pay the rent punctually as stipulated herein; or upon the adjudication of Lessee in bankruptcy, the appointment of a receiver for Lessee, or the filing of bankruptcy, receivership or respite petition by or for Lessee; or upon Lessee's suspension, failure or insolvency; and should any such violation continue for a period of five (5) days after written notice has been given Lessee, then, at the option of Lessor, the rent for the whole unexpired Term of this Lease shall at once mature and become immediately due and payable; and Lessor shall have the further option to at once demand the entire rent for the whole Term, or to immediately cancel this Lease, or to proceed for past due installments only, reserving Lessor's rights to later proceed for the remaining installments, all without putting Lessee in default, Lessee to remain responsible for all damages or losses suffered by Lessor. Upon five (5) days written notice given to Lessee, Lessor will be allowed to enter Lessee's premises and take possession of the Motorcycles and to re-rent the Motorcycles at the best obtainable price, and Lessee shall remain liable to Lessor for any difference in the rent price in the event the re-renting is for a lesser rental. Lessee shall also be responsible to Lessor for any expenses, commissions or fees in connection with such repossession and re-renting. Exercise of this right of re-entry and privilege to re-let shall not in any way prejudice Lessor's right to hold Lessee liable for any amount due under this Lease in excess of the amount for which the Motorcycles are re-let. All rights and remedies of Lessor under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by laws of the State of Tennessee.

11. Non-Appropriation. If, for any reason, the Lessee does not appropriate sufficient funds to pay rent as herein provided, this Lease shall terminate at the end of the then current fiscal year for which funds had been appropriated. In such case, at the end of the then current fiscal year for which funds had been appropriated, the Lessee shall make the motorcycles available to Lessor for return. The Lessee shall be liable only for lease payments up to the date of termination as provided in this paragraph.

12. Expiration. At the expiration of the Term, the Lessee shall immediately make the Motorcycles available to the Lessor for their return in their original condition, less normal wear and tear. Any police equipment or accessories provided by Lessee shall remain the property of the Lessee and shall be returned to Lessee in "as is" condition at the termination of the Lease. All equipment will be removed from motorcycles at Lessee's costs or Lessee will reimburse Lessor for all costs of removal of equipment or accessories.

13. Solicitation. The Lessor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Lessor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this lease.

14. Intentionally Left Blank

15. Intentionally Left Blank

16. Governing Law. This Lease is governed by the laws of the State of Tennessee.

17. Amendments. This Lease may not be modified or terminated except in writing signed by all parties hereto, and shall be binding upon the successors and assigns of the parties hereto.

18. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF the parties hereto have made and executed this Lease effective the last date of execution of this Lease by the parties thereto.

LESSOR:

TNHD PARTNERS, L.L.C. d/b/a
HARLEY-DAVIDSON OF COOL SPRINGS

By: 
Jamie Lima, Its Duly Authorized Manager

Date: 2nd Oct. 2018

LESSEE:

CITY OF FRANKLIN, TN

By: 

Eric S. Stuckey, City Administrator

Date: 10-08-18

Approved as to form by:



Tiffani Pope, Staff Attorney

EXHIBIT "A"
LIST OF MOTORCYCLES

Model No.	Description	Notes
2019 FLHTP	With ABS	Solo
2019 FLHTP	With ABS	Solo