

GPS UNIT EQUIPMENT LEASE TERMS AND CONDITIONS

This GPS Unit Lease is made effective as of the time payment is received by Groomer Tracking Systems for the one-season renewable lease of the GPS Equipment Unit, Software, Data and Data Storage and states the agreement of the parties as follows.

LEASE TERMS. This Lease shall begin on the above effective date for a one season renewable term and shall terminate when the equipment is returned to Groomer Tracking Systems unless otherwise terminated in a manner consistent with the terms of this Lease. A “season” as it relates to this Lease is the period from August 1st to July 31st.

LOCATION OF EQUIPMENT. The GPS Unit shall remain in possession of the Lessee during the lease term, and shall not be removed from the Lessee’s possession without the Lessor’s consent.

CARE AND OPERATION OF EQUIPMENT. The GPS Unit 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 and use of the equipment.

ALTERATIONS. Lessee shall make no alterations to the equipment without the prior written consent of the Lessor. All alterations shall be the property of the Lessor and subject to the terms of this Lease.

MAINTENANCE AND REPAIR. The Lessee shall maintain, at the Lessee’s cost, the equipment in good repair and operating condition, allowing for reasonable wear and tear. The Lessor will be responsible for repairs related to manufacture defects, changes in technology and device failure during the course of normal device care and use. If at any time during the course of normal use your GPS device stops working, we will correct the problem or replace the unit during the terms of this lease. Shipping charges for the transportation of GPS units from Lessee to Lessor is the responsibility of the Lessee.

RETURN OF EQUIPMENT. At the end of the Lease Terms, the Lessee shall be obligated to return the equipment to the Lessor at the Lessee’s expense.

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 GPS UNIT. The Lessee shall inspect each item of equipment delivered pursuant to this Lease. The Lessee shall immediately notify the Lessor of any discrepancies in the equipment conditions. If the Lessee fails to provide such notice in writing within 10 days after the delivery of the unit, the Lessee will be conclusively presumed to have accepted the equipment.

OWNERSHIP AND STATUS OF EQUIPMENT. The GPS unit 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 GPS unit 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 GPS unit.

RISK OF LOSS OR DAMAGE. The Lessee assumes all risks of loss or damage to the GPS Unit 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.

LIABILITY AND INDEMNITY. Liability for injury, disability, and death of workers, and other persons caused by operating, handling, or installing 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.

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 of this Lease.
- C. The insolvency or bankruptcy of the Lessee.
- D. The subjection of any 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 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.

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

ENTIRE AGREEMENT AND MODIFICATION. This Lease constitutes the entire agreement between parties. No modification or amendment of this Lease shall be effective unless in writing. 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 Wisconsin.

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.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute by submitting to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.