

October 1, 1945

Lessee shall have the right to make any reasonable and lawful use of said equipment; and Lessee covenants and agrees to take reasonable and proper care and use thereof and at its own cost and expense to maintain same in good working condition, and to that end to make, at its own expense and cost, all necessary repairs and replacements, and all of such repairs and replacements shall be and become a part of said equipment. Lessee further agrees that should said equipment or any part of same be injured or destroyed otherwise than by fault of Lessor, said Lessee shall promptly replace or repair the injured or destroyed part, or pay the value thereof in cash, and shall not be entitled to any deductions of rent for the time during which said apparatus is out of repair.

It is hereby expressly agreed that the Lessor shall not in any case or under any circumstances be held liable for any loss or damages, or claims for any loss or damages of any kind or character whatsoever to persons or property or otherwise arising from or in any manner connected with the use of operation of said equipment, and any and all loss or damages, and claims for loss or damages are hereby specifically waived by the Lessee.

Lessee, in consideration of this Rental Agreement, covenants and agrees with Lessor that the operation and use of said equipment during the term of this agreement or otherwise shall be at its own risk, cost and expense. Lessee agrees to bear and pay any and all costs, expenses, charges and liabilities of every kind whatsoever, etc., which may be imposed or assessed against or resulting to the Lessor on account of the possession or use of said equipment by Lessee.

Lessee has examined, inspected and tested said equipment and agrees that said equipment is of the size and type needed for its uses and purposes and that there are no representations or warranties, expressly or impliedly, made by Lessor as to such, inducing said Lessee to execute this Lease Contract.

The term of this lease is for one month, commencing on the first day of October, 1945, and terminating on the 31st day of October, 1945, and for such use for such period, Lessee agrees to pay to Lessor the sum of Five Hundred and No/100-Dollars, (\$500.00). Lessee has the option of renewing this lease from month to month during current fiscal year by paying a similar sum of \$500.00 for each month's use thereof, and said payments to be made out of funds legally at the disposal of the Lessee, created by lawful appropriation for the current fiscal year; however, said option may not be exercised unless and until said appropriation is available in cash, and said payments to be made on or before the first day of each month. Lessor may by sixty days written notice cancel this lease and said option.

That if default be made in the payment of the above mentioned rental payment, then Lessor, its servants, agents, attorneys or representatives may enter upon the premises and into the buildings where said property may be and take possession of said property and any appurtenances thereto and take away, repossess and enjoy same as though these presents were not made. And Lessor shall have the right to retain any and all rental payments made to it by Lessee.

Lessee shall not sub-lease or sub-rent or allow said equipment to be used or operated except by itself or for its own use and purposes, and it shall be used only on construction and maintenance of county highways, streets and roads.

It is expressly understood and agreed that this Lease Contract casts upon the Lessee no obligation whatsoever to purchase, or upon the Lessor to sell, said equipment or to renew this lease; and that this Lease Contract contains the entire agreement and understanding of the parties with reference to this transaction.

IN WITNESS WHEREOF, we have hereunto subscribed our names the day and year first above written.

LESSOR - Southwest Machinery Co.
By (signed) W. F. McCormick
V. President

LESSEE - Board of County Commissioners
Tulsa County, Oklahoma
(Signed) J. B. Gray
Chairman

(Signed) C. W. Bailey
Member

(SEAL)

ATTEST:

(signed) Andy Stokes,
County Clerk of Tulsa County, Oklahoma.

Motion made by Commissioner Bailey, seconded by Commissioner Gray, that the Chairman of the Board of County Commissioners be authorized to call an election for the purpose of voting upon the question of issuing the negotiable coupon bonds of Tulsa County, State of Oklahoma, for the purpose of providing funds for the purpose of building and repairing Bridges and constructing permanent state roads. The date suggested was November 20th, 1945. Upon roll call, both