

COMMISSIONER'S RECORD M

565

LEASE

THIS LEASE made and entered into this 13th day of March, 1939.

BY AND BETWEEN

MARTIN TRACTOR COMPANY
TOPEKA, KANSAS
Party of the First Part
hereinafter called
"LESSOR"

DOUGLAS COUNTY, STATE OF KANSAS

Chris. Schanke

Earl T. Black

James F. Brass
(Members of the Board of
County Commissioners)
Party of the Second Part,
hereinafter called
"LESSEE"

WITNESSETH:

WHEREAS, Douglas County, Lawrence, Kansas, desires to rent from the Lessor herein One "Caterpillar Diesel #12 Auto Patrol, Serial No. 9K488- - - - - on the terms and conditions as hereinafter set forth, to wit:

Said lease to be for a period of twenty-four months commencing on March 13, 1939 and terminating on March 13, 1941, and said Lessee shall pay as rental therefor an aggregate sum of One Used "Caterpillar" #11 Auto Patrol and Four Thousand Four Hundred Eighty-Two & 72/100 Dollars (\$4482.72), as hereinafter set forth to wit:

One Used "Caterpillar" #11 Auto Patrol turned to Martin Tractor Company on March 13, 1939;

Payment of \$249.04 to be given at the first regular meeting of the Board of County Commissioners each month for eighteen consecutive months beginning with October 1, 1939.

It is hereby expressly agreed that the party of the first part shall not in any case, or under any circumstances be held liable for any loss or damage or claims for loss or damage of any kind or character whatsoever to persons or property, or otherwise arising from, or in any manner connected with the use or operation of said machine (s), and any and all loss or damage, and claims for loss or damage are hereby specifically waived by the party of the second part; the lessee hereby agrees to keep said machinery in good repair.

It is further agreed if said Lessee fully performs the terms and conditions of said rental agreement that upon the expiration of said period and/or payment of the rental amounts herein specified in full, and the repayment to the Lessor of any and all taxes levied against the machinery herein described and paid by the Lessor, then the title to said auto patrol shall be conveyed to said Douglas County.

It is further a condition of this lease that if at any time the said Douglas County does not have on hand sufficient funds to pay the obligations for rental as herein contained, then and in that event this lease shall terminate and be canceled, and the said Lessor herein shall return to its place of business in the City of Topeka, Kansas, said auto patrol provided, however, said auto patrol shall be returned in as good condition as it was as of the date of delivery of same to said Lessee, less normal wear, and said Lessee acknowledges said auto patrol was in first class working condition on the date of its receipt by said Douglas County under the terms and provisions of this lease.

The option is hereby granted to said Douglas County to accelerate said rental payments and thereby obtain title to said auto patrol if it so desires, by making payment of the unpaid portion of the rental total, and any taxes levied and paid thereon by the Lessor.

Failure on the part of the Lessee herein to fully perform the terms and conditions hereof and make payments as herein due shall entitle Lessor to terminate and cancel this agreement and receive possession of said auto patrol herein described in as good condition as it was at the time of the entering into of this contract, less normal wear.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and date first hereinabove written.

MARTIN TRACTOR COMPANY

By Fred P. Martin
"LESSOR"

DOUGLAS COUNTY, STATE OF KANSAS

By Earl T. Black, Chairman

Jas. F. Brass

C. Schanke

"LESSEE"

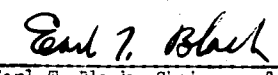
Jas. F. Brass moved that the Board sign the above lease with the Martin Tractor Company for the rental of one auto patrol described in said lease. Chris Schanke seconded the motion. On vote, called by Chairman Black, all Commissioners voted "Aye".

Further bills presented to the Board were carefully scrutinized and by proper motion, seconded and voted, passed as recorded on the Allowance Record in the office of the County Clerk.

Minutes for all January meetings were ready by the Board, and with few minor corrections, and by proper motion were approved.

Adjournment was taken to meet again at the hour of 9 A. M., Wednesday, April 5, 1939.

ATTEST: 
T. R. Gerhart, County Clerk.


Earl T. Black, Chairman of the Board
of County Commissioners.