

**MINNESOTA STATE COLLEGE AND UNIVERSITIES  
LAKE SUPERIOR COLLEGE**

**EQUIPMENT LEASE AGREEMENT**

**MANUFACTURING AUXILLARY CLASSROOM (MAC)  
SCHOOL YEAR 2019-20**

THIS LEASE AGREEMENT is made by and between Lake Superior College (LSC) and ISD #709, Duluth East Public Schools. Lake Superior College hereinafter referred to as LESSOR, and Brad Vieths of ISD #709, Duluth East Public Schools hereinafter to as LESSEE WITNESSETH: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. LEASED EQUIPMENT

LESSOR grants and LESSEE accepts the lease of the following described Leased Equipment:

- Two Miller Welder Stations – includes welder and ventilation: \$7,768.02
- Two Plastic Toolboxes: \$45.98
- Six Lincoln Electric Welding Helmets: \$623.46
- Six carbon steel wire brushes: \$7.50
- One 10# 3/32 7018 Stick electrodes: \$27.69
- One 10# ER70-S TIG Filler: \$34.60
- Six Model H Chipping Hammers: \$32.82
- Six Welder Helpers: \$57.42
- 66# ER70-S MIG Wire: \$130.68
- One 9 oz. Small Green Flame Retardant Jacket: \$17.83
- One 9 oz. Medium Green Flame Retardant Jacket: \$17.83
- Two 9 oz. Large Green Flame Retardant Jacket: \$35.66
- Two 9 oz. Extra Large Green Flame Retardant Jacket: \$35.66
- Six Large Pearl Gray Welding Gloves: \$33.54
- Six Large MIG Gloves: \$54.06
- Three Adjustable Wrenches: \$40.32
- Knaack Jobmaster Cabinet: \$1,430.00

2. TERM

The term of this Lease Agreement is commencing on January 25, 2019 and continuing through June 6<sup>th</sup>, 2019.

3. PAYMENT OF RENT

3.1 As rent for the Leased in consideration for all covenants, representations and conditions of the Lease Agreement LESSEE agrees to pay to LESSOR the sum of \$0.

4. TERMINATION

4.1 LESSEE covenants that the termination or expiration of this Lease Agreement by lapse of time or otherwise, it shall return the Leased Equipment to Lessor in good condition; ordinary wear and tear accepted.

5. DUTIES OF LESSOR

As a postsecondary partner in a regional Perkins Consortium, LESSOR shall, at its expense, provide the leased equipment items, identified in #1 above, as described below. The lease is meant to strengthen career and high-school-to-college preparation and transition opportunities for students served by LESSEE and, thereby, responding to the region's need for strong Career and Technical Education programming, while connecting LSC CTE staff with their high school counterparts.

- 5.1.1 MAC equipment delivered to ISD #709 Duluth East Public Schools
- 5.1.2 Set-up of equipment
- 5.1.3 Training provided to ISD #709 Duluth East High School Instructor(s)

6. DUTIES OF LESSEE

Lessee shall be responsible for the cost of any repairs required to keep the equipment in good condition, except Lessor will be responsible for any repairs coincident to normal operations of the machine. Lessee will be responsible for replacement of consumables and items not returned or stolen.

7. INSURANCE

Property Damage, The Equipment will be covered by LESSEE's property insurance while the Equipment is located at LESSEE's premises.

- 7.1 Liability. LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof LESSEE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.

8. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR:

Name: Michael Seymour, Vice President of Academic & Student Affairs  
Address: Lake Superior College, 2101 Trinity Road, Duluth, MN 55811  
Telephone: 218/733-7628  
Fax: 218/733-7765  
Email: [michael.seymour@lsc.edu](mailto:michael.seymour@lsc.edu)

LESSEE:

Name: Brad Vieths  
Address: ISD #709, Duluth East Public Schools, 301 N. 40<sup>th</sup> Avenue East, Duluth, MN, 55804  
Telephone: 218/336-8845  
Fax: 218/336-8859  
Email: [bradley.vieths@isd709.org](mailto:bradley.vieths@isd709.org)


OTHER PROVISIONS (Attach additional pages as necessary)

IN WITNESS WHEREOF, the parties have been set their hands on the date(s) indicated below intending to be bound thereby.

**APPROVED BY:**

**ISD #709, Duluth East Public Schools**

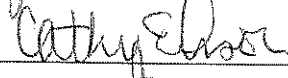
By: Brad Vieths

Lessee Signature: 

Title: Vocational Program Director

Date: ~~2/13/19~~ 2/13/19

By: Cathy Erickson

Lessee Signature: 

Title: Superintendent (CFO)

Date: 02/11/19

**APPROVED BY:**

**Lake Superior College**

By: Michael Seymour 

Lessor Signature: \_\_\_\_\_


Title: Vice President of Academic & Student Affairs

Date: 2-21-19

**As To Form and Execution:**

**Lake Superior College**

By: Nickoel Anderson

Signature: 

Title: Director of Business Services

Date: 2/2/19

Revised August 2018