

## EQUIPMENT USE AGREEMENT

This Equipment Use Agreement is between the City of Greenfield ("User") and the City of West Allis ("City").

1. **User.** The User includes the municipal clerk of the designated municipality and any municipal staff, election inspectors and contractors authorized by the municipal clerk to assist with the conduct of elections.
2. **Equipment.** City assigns to User the use of the following electronic poll book equipment including hardware and software:

**10 Badger Book e-poll books**
3. **Period of Possession.** User may take possession of Equipment at West Allis City Hall after the commencement of this Use Agreement. The term of this Use Agreement is for a period not to exceed 44 days, commencing on March 18, 2020, and terminating on April 30, 2020.
4. **Title.** The title to the Equipment will at all times remain with the City.
5. **Use.** User agrees that the Equipment will be used in accordance with its design and purpose, and that its use will conform to all applicable laws and Wisconsin Elections Commission ("WEC") policies and regulations. User agrees not to allow the use of the Equipment for illegal purposes or for operating User's own or another's personal or commercial business. User agrees not to install, remove, alter or copy the Equipment's hardware or software except for any required updates to software.
6. **Assignment or Subletting by User.** User will not assign this Use Agreement or Equipment under the Use Agreement. User will not give or provide any part of the Equipment to unauthorized users under the Use Agreement without City's written consent.
7. **Surrender of Equipment at End of Use Agreement.** User agrees on termination of the Use Agreement or at the request of City to promptly transport all Equipment to West Allis City Hall and return that Equipment to the West Allis City Clerk, in good condition, allowing for reasonable wear and tear.
8. **Altering or Defacing Equipment.** User will not alter, disfigure, or cover up any numbering, lettering, or insignia displayed on the Equipment. The User agrees to keep the Equipment in good operating condition and to take appropriate measures to prevent damage to the Equipment.
9. **Loss or Damage.** User will indemnify City against all loss or damage to Equipment during the use period for all incidents. If any item is destroyed or lost under these circumstances, User's liability will be the reasonable cost of replacement of the Equipment as determined by City.
10. **Rent.** User agrees to pay City the sum of Three Hundred Thirty-five and 58/100 Dollars (\$335.58) prior to the termination of this agreement.
11. **Entire Agreement/Severability.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Use Agreement or by other written agreement. If any provision of this Use Agreement is invalid, it will be considered deleted from this agreement, and will not invalidate the remaining provisions.

Signature of User: \_\_\_\_\_

Title: \_\_\_\_\_

Municipality: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Authorized City Official: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_