City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Friday, July 19, 2024 | **2:15 PM** | ***Gulfport City Hall Council Chambers***

2:15 PM

Declaration of Special Call Meeting

Policy Issues

Resolutions

1 Reconsideration - of Resolution - approving Amendment No. 1 to Agreement with GPT SFM, LLC for Operation and Maintenance of the Gulfport Sportsplex and the Goldin Sportsplex Facilities, and for related purposes.

2 Resolution - approving Lease Agreement with John Deere Financial, for the Leisure Services Department, and for related purposes.

Budget Amendments / Docket of Claims

3 Reconsideration - of Budget Amendment #100 - increasing Leisure Services Contractual line item, for the GPT SFM, LLC Operation and Maintenance of the Gulfport Sportsplex and the Goldin Sportsplex Facilities Agreement.

Setting of Next Meeting and Adjournment

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _________________, 2024, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AMENDMENT NO. 1 TO CONTRACT WITH GPT SFM, LLC FOR THE OPERATION AND MAINTENANCE OF THE GULFPORT SPORTSPLEX AND THE GOLDIN SPORTSPLEX FACILITIES, AND FOR RELATED PURPOSES

WHEREAS, on March 19, 2024, the Governing Authority for the City of Gulfport, Mississippi approved a contract with GPT SFM, LLC, a private entity, for the operations and maintenance of the Gulfport Sportsplex and the Jack and Florence Goldin Sportsplex facilities located in the City of Gulfport; and

WHEREAS, such agreement was subsequently executed by the parties and went into effect on April 1, 2024; and

WHEREAS, attached as Exhibit "L" to this agreement was the "Operating Budget" for the time period of April 1, 2024, through September 30, 2024, as prepared by GPT SFM, LLC and which was approved by the City's Governing Authority as part of this agreement on March 19, 2024; and

WHEREAS, since the time when this agreement went into effect, it has become apparent that some expenses associated with the operations and maintenance of this facility were inadvertently not included in and/or omitted from the proposed "Operating Budget" (Exhibit "L" to the referenced agreement); and

WHEREAS, GPT SFM, LLC has submitted an amended version of Exhibit "L" as an amended "Operating Budget" for the time period of April 1, 2024, through September 30, 2024, a copy of which is affixed to a proposed "Amendment No. 1" to the referenced agreement, a copy of which is attached hereto as Exhibit "1"; and

WHEREAS, the expenses that are proposed to being added to the proposed amendment "Operating Budget" (i.e., the amended version of Exhibit "L") – as Amendment No. 1 to the referenced agreement – include additional operational expenses associated with facility use (leased areas) and assumption of equipment rentals; and

WHEREAS, the amount of "Base Compensation" as set out in the agreement with GPT SFM, LLC was based in part on the "Operating Budget" (Exhibit "L" to the agreement) and since the same is now in need of amendment, the amount of "Base Compensation" referenced in the agreement to be paid by City (as Owner) to GPT SFM, LLC (as Operator) is similarly in need of amendment and the schedule of partial payments of "Base Compensation" (to be made by GPT SFM, LLC), which was attached as Exhibit "G" to the agreement, is also in need of amendment to reflect the change in amount of "Base Compensation"; and

WHEREAS, the Governing Authority finds it is in the best interests of the City to approve the attached proposed "Amendment No. 1" to the Contract with GPT SFM, LLC (Sports Facilities Management, LLC) for the purposes of amending the "Operating Budget" for the April 1, 2024, through September 30, 2024, time period (Exhibit "L" to the contract) in order to address the noted omitted expenses associated with the operations and maintenance of the Gulfport Sportsplex and the Goldin Sportsplex facilities for the subject time period and to amend the amount of "Base Compensation" to be paid by City to GPT SFM, LLC as part of this agreement and equally amend the schedule of partial payments of such "Base Compensation" to be paid to GPT SFM, LLC (as reflected in the amended version of Exhibit "G" to this agreement, which is affixed to the proposed Amendment No. 1 to this agreement (Exhibit "1" to this Resolution)).

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF GULFPORT, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That the matters, facts, and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

SECTION 2. That Amendment No. 1 to the Agreement with GPT SFM, LLC for the operations and maintenance of the Gulfport Sportsplex and the Goldin Sportsplex facilities for the City of Gulfport, be and the same is hereby approved, in the form as attached hereto as Exhibit "1" hereto; and the Mayor is, hereby, authorized to execute and deliver the same on behalf of the City of Gulfport.

SECTION 3. That payment of the additional amount of "Base Compensation" set forth in the attached and approved Amendment No. 1 to the Agreement with GPT SFM, LLC, to the extent the same is required to be paid to GPT SFM, LLC prior to the Governing Authority's next regularly scheduled meeting following August 1, 2024, (as part of the amended schedule of period payments of "Base Compensation" also approved in the attached Amendment No. 1) be and hereby is approved and authorized to be paid by the Mayor or his designee by way of special checks.

SECTION 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by __________________, seconded by __________________, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the __________ day of _____________________, 2024.

(SEAL)

ATTEST:	**ADOPTED:**
________________________________	________________________________
CLERK OF THE COUNCIL	**PRESIDENT**

The above and foregoing Resolution was submitted to and approved by the Mayor, this the ______ day of ________, 2024.

APPROVED:

____
MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
CITY OF GULFPORT

MEMORANDUM OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF GULFPORT, MISSISSIPPI AND GPT SFM, LLC FOR OPERATION AND MAINTENANCE OF THE CITY'S SPORTSPLEX AND GOLDIN SPORTSPLEX FACILITIES AND RELATED SERVICES

THIS MEMORANDUM OF AMENDMENT NO. 1 (herein "**Amendment No. 1"**) is made and executed on the date(s) hereinafter set forth, by and between the **City of Gulfport, Mississippi** (herein the "**City**") under authority and approval of its Governing Authority, and **GPT SFM, LLC** (herein the "**Contractor**").

WITNESSETH THAT:

WHEREAS, effective April 1, 2024, the City entered into a Professional Services Agreement with Contractor entitled "Professional Services Agreement Between the city of Gulfport, Mississippi and GPT SFM, LLC for Operation and Maintenance of the City's Sportsplex and Goldin Sportsplex Facilities and Related Services" ("Contract" or "original Contract"), whereby Contractor was to provide various professional services to City, to include operation and maintenance of the City's Sportsplex and Goldin Sportsplex facilities; and

WHEREAS, the existing original Contract provides that it may be amended or modified by written document signed by the City and Contractor (Section 14.18); and

WHEREAS, the original Contract further states that the "Operating Budget" may be amended during the course of a year upon mutual written agreement of the parties (Section 1.15 and Section 8.2.1); and

WHEREAS, the parties find there is a need at this point to amend the Contract in order to amend the "Operating Budget" (Exhibit "L" to the Contract) to reflect additional expenses associated with maintenance and operations of the facilities (to include assumption of equipment rentals and additional operational expenses associated with facility use (lease areas)) and which such amended Operating Budget therefore also requires an amended "Schedule of Partial Payments for Base Compensation" (Exhibit "G" to the Contract) and an amended "Base Compensation" amount as reflected in Section 3.1 in the Contract.

NOW THEREFORE, for the mutual benefits and consideration from each party to the other, it is hereby covenanted and agreed that the Contract (the Professional Services Agreement) be, and hereby is, further amended as follows, to-wit:

1. The amount of "Base Compensation" for the April 1, 2024, through September 30, 2024, time period as referenced in the first sentence in Section 3.1 in the Contract (such Section entitled "**Base Compensation Fee; Schedule of Partial Payments**") is amended from "$724,068.21" to now be "$757,606.21."

2. Exhibit "L" to the Contract, which is the "Operating Budget" for the April 1, 2024, through September 30, 2024, time period, is amended and replaced by the "Amended Exhibit 'L'" attached hereto.

3. Exhibit "G" to the Contract, which is the "Schedule of Partial Payments for Base Compensation" is amended and replaced by the "Amended Exhibit 'G'" attached hereto and which while only addressing partial payments of "Base Compensation" for the April 1, 2024, through September 30, 2024, time period, will be further amended later to address partial payments of "Base Compensation" amounts for the remaining term of this Contract.

4. All other provisions, terms, and conditions set out or otherwise included in the original Contract previously executed and which into effect on April 1, 2024, and all other Exhibits thereto, shall continue to be in effect and are not amended or altered by the amendments herein.

THIS MEMORANDUM OF AMENDMENT NO. 1 is made, dated, executed and signed on the day and dates hereinafter set forth by the officers duly authorized so to act.

(SIGNATURES ON FOLLOWING PAGE)

City:

CITY OF GULFPORT, MISSISSIPPI
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

By: ________________________________
Billy Hewes, Mayor

Attest: _____________________________
Deputy City Clerk

Dated: July _________, 2024

Contractor:

GPT SFM, LLC
17755 U. S. Highway 19 North, #300
Clearwater, Florida 33755
(727) 474-3845

By: ________________________________

Its: ________________________________

Dated: July _________, 2024

AMENDED EXHIBIT "G"
(amended July 15, 2024)

to
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF GULFPORT, MISSISSIPPI AND GPT SFM, LLC FOR OPERATION AND MAINTENANCE OF THE GULFPORT SPORTSPLEX AND GOLDIN SPORTSPLEX FACILITIES AND RELATED SERVICES

Schedule of Adjusted Partial Payments for Base Compensation for Fiscal Year 1
(for April 1, 2024, through September 30, 2024)

Partial Fiscal Year (1)*			
Invoice Date	**Invoice Amount**	**Retainage**	**Total City Retainage**
1-Apr	$ 110,205.75	0%	$ -
15-Apr	$ 103,470.09	0%	$ -
1-May	$ 89,641.38	0%	$ -
1-Jun	$ 96,841.00	5%	$ 4,842.05
1-Jul	$ 123,606.00	5%	$ 5,839.50
1-Aug	$ 130,151.00	5%	$ 5,839.50
1-Sep	$ 103,691.00	5%	$ 4,516.50
Total	**$ 757,606.21**		**$ 21,037.55**

AMENDED EXHIBIT "L"
(amended July 15, 2024)

to

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF GULFPORT, MISSISSIPPI AND GPT SFM, LLC FOR OPERATION AND MAINTENANCE OF THE GULFPORT SPORTSPLEX AND GOLDIN SPORTSPLEX FACILITIES AND RELATED SERVICES

Operating Budget for April 1, 2024, through September 30, 2024

GULFPORT SPORTSPLEX & GOLDIN PARK
Operating Budget
Calendar 2024

		Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	6 Month Budget
INCOME								
Recreational Programs								0
40850 Diamond Programs	40310- Non Tournament Field Rentals	7,300	7,300	7,300	7,300	7,300	7,300	43,800
40890 Multi-Purpose Programming	40310 - Non Tournament Field Rentals	3,733	3,733	3,733	3,733	3,733	3,733	22,400
40895 Light Rental Fees	40310 - Non Tournament Field Rentals	1,545	1,545	1,545	1,545	1,545	1,545	9,268
Total 40800 Recreational Programs - Youth & Adult		12,578	12,578	12,578	12,578	12,578	12,578	75,468
Tournament Rentals								0
41160 Diamond Tournaments	40430 - Events & Tournaments - License/Facility Fee	15,294	15,294	15,294	11,470	7,647	15,294	80,292
41180 Multi-Purpose Tournaments	40430 - Events & Tournaments - License/Facility Fee	1,175	1,175	1,175	1,175			4,700
Total 41100 Facility Rentals		16,469	16,469	16,469	12,645	7,647	15,294	84,992
41400 Special Events & Entertainment								
Food and Beverage								
41510 Concession Food & Beverage Sales	40610 Concession Stand	1,800	9,250	37,033	42,653	34,391	68,782	193,909
Total 41500 Food and Beverage		1,800	9,250	37,033	42,653	34,391	68,782	193,909
Pro/Merch Shop								0
41620 Apparel	40710 Pro Shop Retail Sales	0	0	3,362	3,873	1,561	6,245	15,042
Total 41600 Pro/Merch Shop		0	0	3,362	3,873	1,561	6,245	15,042
Other Revenues								0
41905 Gate Fees	40410 - Events & Tournament - Gate/Ticketing/Admissions	0	29,237	29,237	22,449	13,575	27,151	121,648
41910 Advertisement/Sponsorship Income	40810 - Sponsorship/Advertising - Facility	4,583	4,583	7,917	8,750	8,750	9,583	44,167
41940 Hotel Rebates	40420- Events & Tournaments - Hotel Rebates	0	0	0	0	3,387	13,549	16,937
Total 41900 Other Revenues		4,583	33,820	37,153	31,199	25,713	50,283	182,752
City Base Payment		213,676	89,641	96,841	123,606	130,151	103,691	757,606
TOTAL INCOME		249106	161758	203437	226554	212041	256873	1,309,769
		35,430	72,117	106,596	102,948	81,890	153,182	

COST OF GOODS SOLD								
50000 - Part Time Labor Costs		5,315	10,818	15,989	15,442	12,283	22,977	82,824
Recreational Programs								0
50850 Attendant Staff - Diamonds	50910 Event Staff							0
50855 Attendant Staff - Multi Purpose	50910 Event Staff							0
Total 50800 Recreational Programs		0	0	0	0	0	0	0
Tournament Rental COGS								0
51160 Facility Rental Staffing Costs	50910 Event Staff							0
Total 51100 Facility Rental COGS		0	0	0	0	0	0	0
Gate Fees								0
51160 Gate Fee Staffing Costs	50910 Event Staff							0
51165 Gate Fee Ticket Costs	50910 Event Staff	2,436	2,436	2,436	1,871	1,131	2,263	12,574
Total Gate Fee COGS		2,436	2,436	2,436	1,871	1,131	2,263	12,574
Food & Beverage								0
51505 Concessions Staff Costs	50610 - F&B Consessions - Staff							0
51510 Concessions F&B Costs	50610 F&B Concessions COGS	630	3,238	12,962	14,929	12,037	24,074	67,868
Total 51500 Food & Beverage		630	3,238	12,962	14,929	12,037	24,074	67,868
Pro Shop								0
51620 COGS - Apparel / Retail	50710 Pro Shop Retail Prod COGS	0	0	1,513	1,743	703	2,810	6,769
51630 COGS - Sporting Goods	50730 - Pro Shop Other COGS							0
Total 51600 Pro Shop		0	0	1,513	1,743	703	2,810	6,769
Other Cost of Goods Sold								0
51910 Advertisement Hard Cost	50810 - COGS Sponsorship/Advertising	229	229	396	438	438	479	2,208
Total 51900 Other Cost of Goods Sold		229	229	396	438	438	479	2,208
Total Cost of Goods Sold		8610	16721	33296	34422	26592	52603	172243

Gross Profit		240496	145038	170140	192132	185449	204270	1,137,526

AMENDED EXHIBIT "L"

(Continued)

Expenses								
Advertising / Marketing								
60010 Advertising Production/Website	60110 - Website	833	833	833	833	833	833	5,000
60015 Advertising / Marketing - Other	60130- Advertising	833	833	833	833	833	833	5,000
60020 Gifts/Giveaways/Promotionals	60150 - Business Development	0	0	0	0	0	0	0
60035 Facility Marketing	60130- Advertising	833	833	833	833	833	833	5,000
Total 60000 Advertising / Marketing		2,500	2,500	2,500	2,500	2,500	2,500	15,000
Bank Service Charges & Other Fees	60220 Bank Service Charge							
Total 60400 Bank Service Charges & Other Fees		682	1,388	2,052	1,982	1,576	2,949	10,629
Business Licenses and Permits								
60510 State/County Permits	60310 - Business Licence and Permits	5,000						5,000
Total 60500 Business Licenses and Permits		5,000	0	0	0	0	0	5,000
General & Administrative Expenses								
62010 Office Supplies		417	417	417	417	417	417	2,500
62020 Postage & Delivery	60365 - Postage & Delivery	63	63	63	63	63	63	375
62030 Office Printing & Equipment	60345 - Office Printing & Equipment	167	167	167	167	167	167	1,000
62070 Computer & IT Expenses	60335 - IT & Office Equipment	1,200	1,200	1,200	1,200	1,200	1,200	7,200
62080 Employee Relations/Incentives	60630 - Employee Bonus	208	208	208	208	208	208	1,250
62090 Employee Training & Continued Education	60325 - Employee Training	417	417	417	417	417	417	2,500
62130 Facility Signage	61115 - Facility Decor & Graphics	625	625	625	625	625	625	3,750
62525 Travel	60370 - Travel	1,250	1,250	1,250	1,250	1,250	1,250	7,500
62545 Meals & Entertainment	60340 Meals & Entertainment	417	417	417	417	417	417	2,500
62600 Office & Facility Lease Payments		0	0	0	0	6,545	6,545	13,090
Total 62000 General & Administrative Expenses		9,763	4,763	4,763	4,763	11,308	11,308	46,665
Insurance Expense								
Total 63300 Insurance (GL, Property, Umbrella)	60440- Insurance	4,751	4,751	4,751	4,751	4,751	4,751	28,508
Supplies and Services								
64020 Decorations - Office/Building	60315 - Decorations	83	83	83	83	83	83	500
64040 Kitchen Janitorial Supplies	61145 - Kitchen Equipment	2,917	2,917	2,917	2,917	2,917	2,917	17,500
64042 Building Janitorial Supplies	61140 - Janitoral Exp	3,750	3,750	3,750	3,750	3,750	3,750	22,500
64090 Safety Supplies	61180 - Safety Supplies	292	292	292	292	292	292	1,750
64130 Uniforms - Employee	60330 - Uniform Exp	5,000	227	227	227	227	227	6,136
64007 F&B Inventory	61145 - Kitchen Equipment	32,148						32,148
Total 64000 Supplies and Services		44,190	7,269	7,269	7,269	7,269	7,269	80,534
Salaries and Wages								
65010 SFM Management & Salaried Labor	60610 - Management Salaries	31,667	31,667	31,667	31,667	31,667	31,667	190,000
65070 Management Company Fees	60510 - Mgmt Fee	0	0	0	0	0	0	0
65090 Hourly Admin Support Staff	60620- Hrly Wages	8,333	8,333	8,333	8,333	8,333	8,333	50,000
Total 65000 Salaries and Wages		40,000	40,000	40,000	40,000	40,000	40,000	240,000
Total 66000 Other Payroll Expenses		8,400	8,400	8,400	8,400	8,400	8,400	50,400
Repairs and Maintenance								
67220 Building Ops General Maint.	61110 - Bldg Ops	1,667	1,667	1,667	1,667	1,667	1,667	10,000
67225 Building Maint Supplies	61130 - Hardware & Supplies	833	833	833	833	833	833	5,000
67226 Safety Equipment, PPE, First Aid Kits	61180 - Safety Supplies	417	417	417	417	417	417	2,500
67230 Grounds Exterior Maint.	61125 - Grounds Ext Mtnc	2,083	2,083	2,083	2,083	2,083	2,083	12,500
67235 Chemicals	61125 - Grounds Ext Mtnc	4,167	4,167	4,167	4,167	4,167	4,167	25,000
67236 Fuel	61120 - Fuel	1,667	1,667	1,667	1,667	1,667	1,667	10,000
67237 Sports Field Materials	61125 - Grounds Ext Mtnc	3,750	3,750	3,750	3,750	3,750	3,750	22,500
67240 Repair and Maintenance	61160 - Powered Equpment - Rename to Repairs & Mtnc	1,667	1,667	1,667	1,667	1,667	1,667	10,000
67245 Equipment Maintenance	61165 - Preventative Mtnc	1,667	1,667	1,667	1,667	1,667	1,667	10,000
67250 Sport Equipment Maintenance	61185 - Sports Equipment	1,000	1,000	1,000	1,000	1,000	1,000	6,000
6726 Sport Equipment Lease		0	0	0	6,816	6,816	6,816	20,448
67260 Maintenance Wages - SFM Labor	60620- Hourly Wages	16,667	16,667	16,667	16,667	16,667	16,667	100,000
Total 67200 Repairs and Maintenance		35,583	35,583	35,583	42,399	42,399	42,399	233,948
Utilities		14,583	14,583	14,583	14,583	14,583	14,583	87,500
Utlity Deposit		0	0	0	0	0	0	0
Total 68600 Utilities		14,583	14,583	14,583	14,583	14,583	14,583	87,500
TOTAL EXPENSES		165,452	119,238	119,901	126,647	132,787	134,159	798,184

Net Surplus	75,044	25,800	50,239	65,485	52,662	70,111	339,342
	52530.73261	18059.9653	35167.36653	45839.688	36863.67616	49077.67812	237539.1067

Sportsplex Equipment:

Qty.	Make/Model	Description
1	7700A Precision Cut Fairway Mower - 142CTC 1190 - 2WD Unit 1208 - QA7 Eight Blade Cutting Unit 1307 - 3 in. Spiral Grooved Front Roller 1401 - Cutting Unit Counter Weights CTFCR - Cool Top Canopy and Fan	41.6 Gross HP Three Cylinder Turbo Diesel Engine, Tier 4 Diesel Engine, eHydro Electronic Controlled, 2WD, Power Steering, 100" Cutting Width, 0.375" to 3" Height of Cut, Deluxe Seat w/Armrests, Electric over Hydraulic Reel Lift, Tilt Steering Wheel, Backlapping Valve
2	John Deere 7200 Trim and Surrounds Mower - 1767TC 1207 - QA5 30 in. Eight Blade Cutting Unit 1320 - 3 in. Spiral Grooved Front Roller 1402 - Cutting Unit Counter Weight CTFCR - Cool Top Canopy and Fan	Tier 4 Engine Compliant, 23 Gross HP Liquid Cooled Turbo Charged Diesel Engine, 3WD, Hydrostatic Drive, Power Steering, (3) 26" QA7 Reels, 84" Cutting Width, Reach Trim Feature, Deluxe Suspension Seat, 2 Post ROPS
2	John Deere Z994R Diesel Z-Trac Commercial Mower - 2545TC with John Deere 60" 7-Iron Commercial Mulch on Demand Mower Deck 1036 - Turf Tires 1505 - 60 in. Mulch on Demand Deck 2092 - Deluxe Comfort Seat	24.5 Gross HP Yanmar Liquid Cooled Diesel Engine, Hydrostatic Drive, Deluxe Seat w/Armrests, Folding 2-Post ROPS w/ Seat Belt, Operator Presence System, Hydraulic PTO Clutch 60" Cutting Width, 1.5" to 5" Height of Cut, 7 Gauge Steel Deep Design Mower Deck, Two Front Pneumatic Caster Wheels, Splined Shaft Drive, Front and Rear Anti-Scalp Rollers

Master Lease Agreement

Agreement No.	

Lessee:	
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Master Lease Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified below ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. **Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 4% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. If a payment is returned to us by the bank for any reason, you agree to pay us a fee of $25.00, or the maximum amount permitted by law, whichever is less. Lease Payments and other payments may be applied, at our discretion, to any obligation you may have to us or any of our affiliates. If the total of all payments made during the Lease Term (and any Renewal Term), exceeds the total of all amounts due under the Lease by less than $25.00, we may retain such excess.
2. **Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Lease and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.
3. **Taxes.** You agree to pay us when invoiced, all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use. You agree, at our discretion, to either (a) reimburse us annually for all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Property Taxes"), or (b) remit to us each Billing Period our estimate of the pro-rated equivalent of such Property Taxes. If the estimated Property Taxes paid by you are greater than or less than the Property Taxes paid by us, no adjustment will be made. Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for taxes paid by you.
4. **Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Lease. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of the that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.
5. **Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not permanently move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install or use any accessory or device on the Equipment which may damage or otherwise negatively affect the value, manufacturer warranty coverage, useful life or the originally intended function or use of the Equipment in any way; (f) remove any non-financed accessory or device which is not otherwise prohibited under subsection (e) above before lease expiration or earlier termination, without damaging the Equipment; (g) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair at any reasonable time; (h) keep any metering device installed on the Equipment connected and in good working condition at all times; (i) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (j) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
6. **Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

   Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.
7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Agreement No.	

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item is the sum of (1) all Lease Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Lease Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Lease Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Lease Payments, Lease Term and Purchase Option Price (or residual value assumption) as the variables.

8. **Return of Equipment.** If a Schedule is terminated for any reason and you do not (a) return the Equipment to us, (b) exercise any Purchase Option, or (c) exercise any Renewal Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, lease payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Lease Payment set forth in the Schedule (or the monthly lease payment equivalent if the Lease Payments are other than monthly (e.g., for annual Lease Payments, the monthly lease payment equivalent would be calculated by dividing the annual Lease Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Lease.

9. **Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

10. **Remedies.** If a default occurs, we may, to the extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY: (i) if the Equipment is returned to us, the sum of (1) all Lease Payments and any other amounts then due and payable to us; (2) the present value of all remaining Lease Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the Item of Equipment so that it is in satisfactory condition in accordance with Section 8; and (4) the unamortized amount of our initial direct costs of originating and administering this Lease Agreement, (ii) if the Equipment is not returned to us, the Termination Value as of the date of such default, or (iii) if you are in default of subsection (e) of Section 5 above the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under this Lease Agreement and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by this Lease Agreement which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. The Lease shall be binding upon any successor or permitted assignee. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

13. **Representations and Warranties**. You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you will not change your name without giving us at least 30 days' prior written notice; (b) each document you sign and deliver to us is duly authorized, executed and delivered by you, and is your valid, legal and binding agreement, enforceable in accordance with its terms; (c) execution, delivery and performance by you of any Lease does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking you are a party to or by which you or any of your properties are bound; (d) you will comply with all applicable laws, ordinances and regulations; (e) all information you have given to us is true, accurate and complete; and (f) since the date of the most recent financial information given to us, no material adverse change in your business, assets, or prospects has occurred. You will promptly deliver to us such financial statements, reports and other information as we may request.

Unless you are an individual, you also represent and warrant to us that: (a) you are and will remain duly organized, validly existing and in good standing under the laws of your jurisdiction of organization; (b) you are qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (c) you will not change your jurisdiction of organization or organization type without at least 30 days' prior written notice to us; and (d) the execution, delivery and performance by you of the Lease will not breach any provision of your organizational documents.

14. **Governing Law; Jurisdiction; Venue. EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF IOWA, WHERE THIS MASTER AGREEMENT IS ACCEPTED AND ENTERED INTO,** except for its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. **YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.**

15. **Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.** You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

Agreement No.	

ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

16. You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE	LESSOR **DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	By:
Date	Date:

JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Property Tax	*Sales/Use Tax	Total Lease Payment

*If part of the regular scheduled lease payment

PAYMENT TERMS

Due Date	1st Payment Due Date	Discount Rate
		Internal Rate of Return minus 2 percent (2%)

Billing Period	Irregular Payments
☑ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Irregular	

PAYMENT DUE AT SIGNING

Advance Lease Payment**	
Origination Fee	$0.00
Security Deposit	$0.00
Total Due At Signing	

Advance Lease Payment includes the first (1**) and last (**0**) Lease Payment(s)

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hour Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hour Limit. If the Lease is terminated, cancelled or extended for any reason, the Engine Hour Limit will be prorated by us in our sole discretion.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Lease Schedule – Equipment List

Supplier (Name & Address)	

EQUIPMENT INFORMATION

Year	Make	Equipment Description	Serial Number	Engine Hour Meter	Engine Hour Limit	Excess Hour Charge	Payment

Equipment Location		OUTSIDE city limits: ☑	

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE

By: ____________________

Date: __________

LESSOR

DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: ____________________

Date: ____________________

JOHN DEERE FINANCIAL

Equipment Return Provisions

Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Lease Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Lessor ("us", "we" or "our"), and, as Lessee ("you" or "your"). Pursuant to Section 8 of the Master Lease Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. **Mechanical.**
- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

2. **Exterior.**
- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of $200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than $50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. **Cab/Operator Platform.**
- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. **General.**
- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs $250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

5. **Other.**
- A. All warranty and PIP work must be completed prior to the Lease Term End Date of the Lease Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.
- C. The Equipment must be prepared for storage according to the operators manual, including flushing the system and use of winterization fluid.

6. **Hour Meter.** For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to $1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

7. **Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Lease.

LESSEE	LESSOR **DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	By:
Date:	Date:

Delivery and Acknowledgment

Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

LESSEE

By: ______________________________

Date: ______________

LESSOR

DEERE CREDIT, INC.
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: ______________________________

Date: ______________________________

Physical Damage/Liability Insurance

Lease Schedule No.	
Master Lease Agreement No.	

Lessee: (Name & Address)	
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Lease Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE

By: ______________________

Date:

Office Use Only

Contact Date(s):	**Contact Name:**
Liability Insurance Company Policy #:	**Liability Insurance Expiration Date**
Liability Limits:	**Notes:**
Physical Damage Insurance Company and Policy #	**Physical Damage Insurance Expiration Date**
Insured Value:	**Notes:**
Loss Payee Deere Credit, Inc.? ☐ **Yes** ☐ **Will Be Added**	**Verified By:**

Automatic Payment Enrollment

☐ I accept Autopay enrollment at this time.
☐ I decline Autopay enrollment at this time.

Bank Account Information

Name of Person or Entity on Bank Account: ____

Type of Account: ☐ Checking ☐ Savings

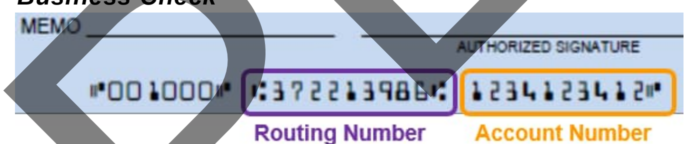
Routing Number # (9 digit): ____

Bank Account Number: ____

Examples: *(a voided check is not required)*

Personal Check

Business Check



John Deere Financial Account number / App ID#	Accountholder Name	Accountholder Phone Number	Month to begin automatic payments:

John Deere Financial Automatic Payment Authorization Form

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial account is closed due to an Add-Onn transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operation Rules and Guidelines applicable to electronic debit entries to my back account.

I understand any payment due prior to the month I requested above for each individual account must be make in order to be eligible for automatic payment for that account.

____ _______________________________

Bank Account Owner Signature Date Bank Account Owner Phone Number

DEPARTMENT OF
FINANCE AND
ACCOUNTING

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Wayne Miller, Chief Administrative Officer

FROM: Todd Harman, Director of Finance and Accounting TH

DATE: July 15, 2024

RE: Budget Amendment 100 – Sportsplex Operating Budget

The Operator at the Gulfport Sportsplex requests an increase to the operating budget and city base payment in the amount of $33,538 to be paid out of unobligated General Fund cash reserves.

The money will fund:

- $20,448 for the leased John Deere maintenance equipment.
- $13,090 for lease payments due to the City of Gulfport.

Please reach out if you have any further questions. Thanks in advance for your consideration.

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	07/15/24
Department #	411	Budget Amendment Number:	2024-100
Department Name	Leisure Services		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Expenditures:				
Personnel Services	3,500,453	(611,569)	-	2,888,884
Supplies	955,357	(163,464)	-	791,893
Contractual Services	2,668,710	754,269	33,538	3,456,517
Capital	459,044	60,547	-	519,591
Total Expenditures	**7,583,564**	**39,783**	**33,538**	**7,656,885**

Total Budget Amendments as a percentage of the total originally adopted budget **0.97%**

SUMMARY:

This budget amendment appropriates funds for the amendment to the operating budget for the operator at the Gulfport Sportsplex.

10% PUBLICATION RULE:

Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

__X__ **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

_____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.

City of Gulfport
Budget Amendment Request

Fund Name	General Fund	Council Meeting Date:	07/19/24
Department #	411	Budget Amendment Number:	2024-100AMEND
Department Name	Leisure Services		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Expenditures:				
Personnel Services	3,500,453	(611,569)	-	2,888,884
Supplies	955,357	(163,464)	-	791,893
Contractual Services	2,668,710	754,269	13,090	3,436,069
Capital	459,044	60,547	-	519,591
Lease Payments	-	-	20,448	20,448
Total Expenditures	**7,583,564**	**39,783**	**33,538**	**7,656,885**

Total Budget Amendments as a percentage of the total originally adopted budget **0.97%**

SUMMARY:
This budget amendment appropriates funds for leased maintenance equipment for the operator at the Gulfport Sportsplex.

10% PUBLICATION RULE:
Per Mississippi state statute, public notice must be provided (in the same manner as the municipality must use for the publication of its final adopted budget) when budget amendments result in a ten percent increase or decrease in a municipal department's total budget. For purposes of determining if a ten percent change has occurred, all amendments made to a department's budget since its budget was originally adopted, or since the last adopted published revision, must be added together.

Is publication required due to this budget amendment?

X **No.** Total budget amendments do not exceed ten percent of the total of either the department's originally adopted budget amendment or its last adopted published revision.

____ **Yes.** The adopted revision will be published within two weeks of the adoption of this budget amendment.