



CLOSED-END LEASE (No Purchase Option)

This Lease is an agreement to lease the Vehicle described below. This is not a purchase agreement. Lessor owns the Vehicle. "Lessor" refers to Lessor named above. "Lease" refers to this Closed-End Lease. "You" and "your" refers to Lessee. By signing this Lease, you agree to all its terms and conditions. Be sure to read the entire Lease before you sign it.

Table with 2 columns: Dealer/Leasee information and Address information. Includes Dealer Number 3431, Name Harley-Davidson of Utica, and Lessee Name/Address in Fayetteville, NY.

DESCRIPTION OF VEHICLE

Table with 4 columns: NEW/USED, YEAR, MAKE & MODEL, BODY TYPE, VEHICLE ID NUMBER, ODOMETER MILEAGE. Includes details for a 2019 Harley-Davidson H-D FLHTP MC motorcycle with 1HD1FMP10KB646251.

DESCRIBE SERVICE CONTRACT OR EXTENDED WARRANTY

LEASE PAYMENTS

- 1. PAYMENT DUE AT LEASE SIGNING \$ 3,181.28
2. NUMBER OF MONTHLY PAYMENTS 36

HOW THE AMOUNT DUE AT LEASE SIGNING OR DELIVERY WILL BE PAID:

- a. Net trade-in allowance \$ 0.00
b. Rebates and noncash credits \$ 0.00
c. Amount to be paid in cash \$ 561.28
d. Other (describe) Downpayment \$ 2,600.00

THESE AMOUNTS MAKE UP THE PAYMENT DUE AT LEASE SIGNING:

- a. Capitalized Cost Reduction \$ 0.00
b. First Monthly Payment in Advance \$ 381.28
c. Refundable Security Deposit \$ 0.00
d. Title Fees \$ 0.00
e. Registration Fee \$ 0.00
f. License Fee \$ 0.00
g. Rental/Use Tax \$ 0.00
h. Lease Acquisition Fee \$ 200.00
i. Other (describe) Downpayment \$ 2,600.00
j. Other (describe) N/A \$ 0.00

MONTHLY PAYMENT \$ 381.28

THESE AMOUNTS MAKE UP THE MONTHLY PAYMENT:

- a. Base Monthly Payment* \$ 381.28
b. Other (describe) N/A \$ 0.00
c. Other (describe) N/A \$ 0.00

TOTAL OF PAYMENTS \$ 13,726.08

(The amount you will have to pay by the end of the Lease)

PAYMENT SCHEDULE

Your First Monthly Payment of \$ 381.28 is due when you sign the Lease. Your other 35 Monthly Payments are due on the 1st day of each month, beginning (Month), (Year).

YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:

- a. GROSS CAPITALIZED COST \$ 23,233.23
The agreed upon value of the Vehicle (\$ 18,100.00) and any items you pay over the Lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)
b. CAPITALIZED COST REDUCTION \$ 2,600.00
The amount of any net trade-in allowance, rebate noncash credit, or cash that you pay that reduces the gross capitalized cost.
c. ADJUSTED CAPITALIZED COSTS \$ 20,633.23
The amount used in calculating your Base Monthly Payment.
d. RESIDUAL VALUE \$ 11,200.00
The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment.
e. DEPRECIATION AND ANY AMORTIZED AMOUNTS \$ 9,433.08
The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term.
f. RENT CHARGE \$ 4,292.64
The amount charged in addition to the depreciation and any amortized amounts.
g. TOTAL OF BASE MONTHLY PAYMENTS \$ 13,726.08
The depreciation and any amortized amounts plus the rent charge.
h. LEASE PAYMENTS 36
The number of payments in your Lease.
i. BASE MONTHLY PAYMENT \$ 381.28
j. N/A \$ 0.00
k. N/A \$ 0.00
l. TOTAL MONTHLY PAYMENT \$ 381.28
m. LEASE TERM IN MONTHS 36

ITEMIZATION OF GROSS CAPITALIZED COST

- a. AGREED UPON VALUE OF THE VEHICLE \$ 18,100.00
b. TITLE FEES \$ 0.00
c. LICENSE & REGISTRATION FEES \$ 0.00
d. EXTENDED WARRANTY & SERVICE CONTRACT \$ 0.00
e. OTHER TAX \$ 0.00
f. OTHER (describe) Approved Equipment \$ 4,433.23
g. OTHER (describe) Doc/Prep/SetUp \$ 700.00

WARRANTY. The Vehicle is covered by any warranty, extended warranty or service contract indicated below.

- 1. Standard new Vehicle warranty provided by the manufacturer or distributor of the Vehicle.
2. The total of the Base Monthly Payments includes depreciation charges and lease charges.

OTHER TERMS AND CONDITIONS

11. TAX REPRESENTATIONS. Taxes; Permits. (e) You agree to pay, and to indemnify, and hold Lessor harmless from, all license, sales, use, personal property or other taxes together with any penalties, fines or interest thereon imposed or levied with respect to the Vehicle or the ownership, delivery, lease, possession, use, operation, sale or other disposition thereof or upon the rentals or earnings arising therefrom, except any federal or state income taxes payable by Lessor. You may in good faith and by appropriate proceedings contest any such taxes so long as such proceedings do not involve any danger of sale, forfeiture or loss of the Vehicle or any interest in the Vehicle. (f) You shall provide all permits and licenses necessary for the installation, operation and use of the Vehicle. You shall comply with all laws, rules, regulations and ordinances applicable to the installation, use, possession and operation of the Vehicle. If compliance with any law, rule, regulation, ordinance, permit or license requires changes or additions to be made to the Vehicle, such change or additions shall be made by you at your own expense.

12. LATE CHARGE. If a monthly payment is not paid in full within ten (10) days after it is due, you will pay a late charge of five per cent (5%) of the part of the payment that is late.

13. CHARGE FOR FINES. Each time Lessor pays a fine imposed on the Vehicle during this lease, you will pay Lessor a charge of \$20.00 plus the amount of the fine.

14. INSURANCE. At your own expense, you shall, during the Lease Term, maintain (a) casualty insurance insuring the Vehicle against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State where you are located and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Vehicle; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State where you are located; provided that, with Lessor's prior written consent, you may self-insure against the risks described in clauses (a), (b) and (c). You shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. You shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

If you fail to provide us such evidence, then we will have the right, but not the obligation, to have such insurance protecting us placed at your expense. Your expense shall include the full premium paid for such insurance (not reduced by any credit or refund due or paid to us under the policy by reason of favorable loss experience) and any customary charges or fees of ours or of our designee associated with such insurance. You agree to pay such amounts at equal installments allocated to each rental payment (plus interest on such amounts at 1.5% per month or the highest rate permitted by law whichever is less). If any insurance proceeds are paid as a result of any such loss or damage to the Vehicle, so long as you are not in default under this Lease or any other obligation to us, then you shall have the option to (i) use the insurance proceeds to repair or replace the Vehicle, or (ii) apply the insurance proceeds towards your obligations under this lease. If insurance is placed under this Paragraph, you shall cooperate with our insurance agent in connection with the placement and the processing of any claims. Nothing in this Lease shall create any insurance relationship of any type whatsoever between us and any other person or party. You acknowledge that we are not required to secure or maintain in force any insurance, in any amounts or upon any specific terms and conditions. WE RESERVE THE RIGHT TO TERMINATE ANY SUCH INSURANCE COVERAGE TO LAPSE WITHOUT HAVING ANY LIABILITY TO YOU. In the event that we replace or renew such insurance coverage, we shall not be obligated to provide replacement or renewal coverage under the same terms, costs, limits or conditions as the previous coverage.

15. VEHICLE USE AND SUBLEASING. You agree that you will not, and will not permit others to:

- a. use the Vehicle in violation of any law,
b. use the Vehicle contrary to any provisions of any insurance policies covering the Vehicle;
c. use the Vehicle to pull trailers that exceed the manufacturer's trailer towing recommendations;
d. remove the Vehicle from the United States, except for trips to Canada for less than 30 days;
e. alter, mark, or install equipment in the Vehicle without Lessor's written consent;
f. expose the Vehicle to seizure, confiscation, forfeiture, or other involuntary transfer, whether or not the Vehicle was the subject of formal judicial or administrative proceedings.

YOU WILL NOT ASSIGN OR SUBLEASE ANY INTEREST IN THE VEHICLE OR LEASE WITHOUT HDL'S WRITTEN CONSENT.

16. LENS, TAXES, OTHER GOVERNMENTAL CHARGES AND UTILITY CHARGES. You shall keep the Vehicle free of all levies, liens and encumbrances except those created by this Lease. The parties to this Lease contemplate that the Vehicle will be used for governmental or proprietary purposes of Lessee and that the Vehicle will therefore be exempt from all property taxes. If the use, possession or acquisition of any Vehicle is nevertheless determined to be subject to taxation, you shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Vehicle. You shall pay such taxes or charges as the same may become due.

OTHER IMPORTANT TERMS. See Your Lease documents for additional information on early termination, and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

*The total of the Base Monthly Payments includes depreciation charges and lease charges.

TERMS AND CONDITIONS (CONTINUED FROM FRONT)

17. **WARRANTY AND EXCLUSION OF WARRANTY.** The only warranty (other than a warranty of description of the Vehicle and a warranty against interference with Your interest under this Lease) covering the Vehicle is any standard manufacturer's express warranty. Lessor agrees that You may receive, to the extent of Your interest under this Lease, the benefit of any manufacturer's express warranty that covers the Vehicle. You must abide by the restrictions and limitations of duration and remedy of any such warranty. You will also have an extended warranty or service contract if You arrange for one with this Lease.

YOU UNDERSTAND THAT LESSOR IS NOT OFFERING ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE VEHICLE. IN PARTICULAR, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO WARRANTY THAT THE VEHICLE WILL BE FIT FOR A PARTICULAR PURPOSE.

18. **RISK OF LOSS.** You will have the risk of loss of the Vehicle only when You take possession of it (except as provided in Item 24 when a Vehicle is stolen, and not recovered, or destroyed and there is an insurance settlement).

19. **MAINTENANCE, REPAIRS, AND OPERATING EXPENSES.** You agree to maintain and repair the Vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the Vehicle as the manufacturer recommends in the Owner's Manual and Maintenance Schedules folder that comes with the Vehicle and as the manufacturer requests in any recall campaign. If You do not maintain or repair the Vehicle or pay all operating expenses as this Lease requires, Lessor may do so and add the cost to Your obligation under this Lease. Lessor may require You to pay this cost upon demand. At Your own cost and expense You shall replace any and all parts and devices which may from time to time become worn out, lost, stolen, destroyed, damaged beyond repair or rendered unfit for use for any reason whatsoever. All such replacement parts, mechanisms and devices shall be free and clear of all liens, encumbrances and rights of others, and shall become the property of Lessor and shall be covered by this Lease to the same extent as the Vehicle originally covered by this Lease. Lessor shall not be liable or responsible to Lessee for any loss, damage, liability or expense of any kind caused by or related to the Vehicle, or resulting from any defect in or deficiency of the Vehicle, or resulting from the use or operation of the Vehicle.

20. **EXCESS WEAR.** "Excess wear" includes: (a) glass that is damaged or that You have tinted; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the Vehicle when delivered and has not been replaced with equipment of equal quality and design; (d) missing tools; (e) missing or unsafe wheels or tires; (f) any tire with less than 1/8 inch of tread remaining at the shallowest point; (g) torn, damaged or stained seats; (h) any mechanical damage or other condition that causes the Vehicle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

21. **FINES, LIENS, AND ENCUMBRANCES.** You agree to keep the Vehicle free of all fines, liens, and encumbrances. If You do not promptly pay any fines or remove any liens or encumbrances, Lessor may do so. You will owe Lessor any amounts Lessor pays to do so. You will also owe Lessor \$20 for each time Lessor pays a fine imposed on the Vehicle during this Lease.

22. **SCHEDULED TERMINATION.** This Lease is scheduled to end one month after the last payment is due, unless You and Lessor agree to extend this Lease. If You and Lessor extend this Lease, the scheduled end will be the date upon which You and Lessor agree in writing.

23. **NONAPPROPRIATION.** You are obligated only to pay such Lease Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should You fail to budget, appropriate or otherwise make available funds to pay Lease Payments under any Lease within the Original Term, such Lease or Leases shall be deemed terminated. You agree to deliver notice to Lessor of such termination at least 15 days prior to the end of the last budgeted month. Failure to give such notice shall not extend the term beyond any month which payment has not been received by the Lessor. If any Lease is terminated in accordance with this Section, Lessee agrees to peacefully deliver the Vehicle to Lessor at the location(s) to be specified by Lessor. Additionally, You agree to pay all charges required by Item 24 of this Lease.

24. **VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE.** You may terminate this Lease early, if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of \$200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this Lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear charges, and all other amounts then due under this Lease. **HOWEVER,** if the Vehicle is stolen (and not recovered) or destroyed and Lessor receives an insurance settlement, You will owe Lessor the amount of the insurance deductible instead of the amount disclosed above.

Definition Of Excess Wear Charge: The cost of any repairs needed because of excess wear as explained in paragraph 20.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent Charges earned in that month on an actuarial basis. Rent Charges are earned when due. Lessor will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Lessor, or (c) if not established by agreement or appraisal, the net amount received by Lessor HDL upon the sale of the Vehicle at wholesale.

25. **DEFAULT.**

a. You will be in default if any of the following occurs:

- i. You do not make a payment when due.
- ii. You make an assignment for the benefit of creditors.
- iii. You do not keep in force the insurance coverage the Lease requires.
- iv. You do not repair or maintain the Vehicle as the Lease requires.
- v. You violate the section of this Lease (Item 36) prohibiting the transfer of Your interest.
- vi. You break any of Your other agreements in this Lease and such breach significantly impairs the prospect of payment, performance, or realization of Lessor's interest in the Vehicle.
- vii. You do any other act that is in default under a lease contract under applicable law.

b. If You are in default, Lessor may terminate this Lease. The amount You owe upon termination will be determined under Item 24.

c. If You are in default, Lessor will have the remedies in this Lease. Lessor will also have any other remedies applicable law gives Lessor except as Lessor otherwise agrees in this Lease. Lessor's rights include the right to sue You for damages and to recover the Vehicle and the right to take the Vehicle from You without demand. Lessor will exercise its rights and remedies without breach of the peace, at reasonable times and in a reasonable manner, and in accordance with applicable law. If You are in default and if the law permits, You agree that Lessor or its agents may enter Your property, or the property where the Vehicle is stored, to take the Vehicle if they do not breach the peace or break the law. If any personal property is in the Vehicle when taken, Lessor can take the property and store it for You. Any property attached to the Vehicle will stay with the Vehicle. You agree to pay the reasonable expenses of taking and storing the Vehicle. You also agree to pay Lessor's reasonable attorney fees to the extent permitted by law.

26. **RETURN OF VEHICLE.** You agree to return the Vehicle at Lease end to the Dealer or to any reasonable address Lessor gives You. The Vehicle must be in good condition.

27. **OPTION TO PURCHASE.** There is no option to purchase.

28. **ODOMETER DISCLOSURE REQUIREMENT.** Federal law requires You to disclose the Vehicle's mileage to Lessor at the end of the Lease in connection with a transfer of ownership of the Vehicle. You may be fined and/or imprisoned if You fail to complete the disclosure or if You make a false statement.

29. If You have paid all required fees and taxes and have kept all of Your agreements in this Lease, You will owe Lessor only the cost of any repairs needed because of excess wear, to put the Vehicle in good condition. (Lessor is not obligated to make any repairs).

30. **REPRESENTATIONS AND COVENANTS OF LESSEE.** You represent, covenant and warrant for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) You are a public body corporate and politic duly organized and existing under the constitution and laws of the State where You are located with full power and authority under the constitution and laws of the State to enter into this Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) You have duly authorized the execution and delivery of this Lease by proper action of Your governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lease; (c) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a body corporate and politic; (d) You have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by You of the Vehicle as provided in each Lease; (e) You will use the Vehicle during the Lease term solely and exclusively for the purposes of performing essential governmental or proprietary functions; (f) You will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to Your ability to continue each Lease as may be requested by Lessor; and (g) You have an immediate need for the Vehicle listed on this Lease and expect to make immediate use of the Vehicle.

31. **COVENANT TO SEEK APPROPRIATIONS.** You agree that Your budget officer or other primary business official will do all things lawfully within such officer's or official's power (a) to include appropriations to make lease payments under this Lease in each annual or biennial budget (as appropriate) to be submitted to Your governing body and (b) to use best efforts to obtain and maintain funds from which such lease payments under this Lease may be made during each fiscal period for which amounts have been duly appropriated to make such payments.

32. **CONDITIONS TO LESSOR'S PERFORMANCE.** This Lease is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Lease shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. You understand that Lessor requires certain documentation and information necessary to enter into any Lease and You agree to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Vehicle and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

33. **SECURITY DEPOSIT.** A refundable security deposit is part of the payment You make when You sign this Lease. Lessor will deduct from security deposits any amounts You owe under Lease and do not pay. After the end of the Lease, Lessor will refund to You any part of the security deposit that is left.

34. **PAYMENTS FOR VEHICLE DAMAGE.** If the Vehicle is damaged, stolen, or destroyed and funds become available from insurance, a payment of a judgment, a settlement, or the like, the funds will be treated as insurance proceeds to which Harley-Davidson Leasing is entitled under Item 14, "Insurance".

35. **INSPECTION.** You agree to allow Lessor to inspect the Vehicle at any reasonable time and place. If Lessor asks to inspect the Vehicle, You will tell Lessor the location of the Vehicle.

36. **PROHIBITION OF THE TRANSFER OF LESSOR'S INTEREST. YOU WILL NOT SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN OR OTHERWISE TRANSFER YOUR INTEREST UNDER THIS LEASE IN A WAY THAT AFFECTS YOUR POSSESSION OR USE OF THE VEHICLE OR ANY OTHER RIGHT IN THE VEHICLE. YOU WILL NOT ATTEMPT TO TRANSFER ANY OTHER RIGHT OR INTEREST UNDER THIS LEASE OR IN THE VEHICLE. LESSOR, UPON REQUEST, MAY GIVE PRIOR WRITTEN CONSENT TO A TRANSFER.**

37. **INDEMNITY.** You will protect Lessor and anyone to whom Lessor assigns this Lease, from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the Vehicle. You agree to indemnify and hold harmless Lessor and its assigns from all such losses, damages, injuries, claims, demands, and expenses.

38. **DELIVERY RECEIPT.** By signing this Lease, You agree that (1) You received and examined the Vehicle described in this Lease; (2) the Vehicle is as described in this Lease; and (3) the Vehicle is in good working order and condition.

THIS IS THE ENTIRE AGREEMENT: This Lease and Exhibits A, B, and C contain the entire agreement between You and Lessor. There are no other agreements between You and Lessor except those written in this Lease and Exhibits A, B, and C. No course of performance will be used to determine the meaning of this Lease or to show a change to this Lease. No change to this Lease will be valid unless in writing and signed by You and Lessor.

NOTICE TO LESSEE: 1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. 2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU SIGNED THIS LEASE AND RECEIVED A COPY AT _____ **ON** _____

LESSEE: _____

BY: _____

TITLE: _____

ACCEPTED BY LESSOR HARLEY-DAVIDSON LEASING, INC.

BY: _____

PRINT NAME: _____

TITLE: _____

EXHIBIT B
INSURANCE COVERAGE STATEMENT

LESSOR: HARLEY-DAVIDSON LEASING, INC.

LESSEE: Town of Manlius

1. In accordance with Section 14 of the Lease, Lessee has instructed the insurance named below:

(Please fill in name, address and telephone number). American Alt. Ins. Corp.

Issuer

NAME: Haylor, Freyer Coon Inc. PHONE: (315) 451-1500

ADDRESS: P.O. Box 4743 FAX: ()

Syracuse, NY 13221

TO ISSUE:

- a. All Risk Physical Damage Insurance on the Vehicle evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Harley-Davidson Leasing, Inc. and/or its assigns, as loss payee.
Coverage Required: Full Replacement Value.
 - b. Public Liability Insurance evidenced by a Certificate of Insurance naming Harley-Davidson Leasing, Inc. and/or its assigns as Additional Insured.
Minimum Coverage Required: \$500,000.00 per person; \$500,000.00 aggregate bodily injury liability \$100,000.00 property damage liability.
- OR—
2. Pursuant to Section 14 of the Lease, Lessee is self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.
 3. Proof of insurance coverage will be provided prior to the time the Vehicle is delivered to Lessee.