



CITY OF SAINT PAUL AGREEMENT

PURCHASER (Referred to as “The City”)

City of Saint Paul
 15 W Kellogg Blvd
 Room 280 City Hall Courthouse
 Saint Paul, MN 55102
 Phone: 651-266-8900

CONTRACTOR

TechnoAlpin USA, Inc
 8465 Concord Center Drive
 Suite 200
 Englewood, CO 80112

Contract No: 2405
 Effective Date: September 1, 2020
 Expiration Date: December 31, 2024
 Contract Description: PARK-LEASE OF TECHNOALPIN SNOW GENERATOR-TECHNOALPIN

Contacts

Buyer Contact Information:
 Queenie Tran - Queenie.Tran@ci.stpaul.mn.us

City Project Manager Contact Information:
 Tyler McKean - Tyler.McKean@ci.stpaul.mn.us

Contractor Project Manager Contact Information:
 Melissa Klotz - Melissa.Klotz@technoalpin.com

Exhibit A - SOW

CONTRACT LINES

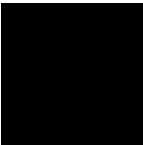
Item	Item Description	Unit of Measure	Base Cost
5 YEAR LEASE AGREEMENT	5 YEAR LEASE AGREEMENT	8P	59,195.58000



City of Saint Paul
1431 N Lexington Parkway
Saint Paul
US

US0395-19-01C - August 24, 2020

Lease of Technoalpin Snow Generator
TR8 AM with Booster Pump and Radio Preparation
200' of 2" Snowmaking Hose





TechnoAlpin USA, Inc. · 8536 Concord Center Dr · Unit B · Englewood, CO 80112 · Phone +1-720-895-2340 · Fax +1-720-895-0100 · www.technoalpin.com
info@technoalpin.us



FAN GUNS (USA-CA)

		TR8 AM MOBILE	
1.00	pcs	Snow gun TR8 AM 480V 60Hz	
1.00	pcs	Undercarriage with pump 480V/60Hz (Fan)	
1.00	pcs	Plug 4x60A UL 480 V	
1.00	pcs	Power supply cable AWG7 100ft without plug UL/CSA	
1.00	pcs	Control cable 100ft for snowgun	
2.00	mt	Cable 4x 10mm ² UL/CSA SOOW 7 AWG Olflex Power	
2.00	pcs	4x60A UL 480V Female Connector Plug	

TOTAL FAN GUNS (USA-CA)

52,727.58

(Delivery)

WATER CONNECTION - HYDRANT FOR FAN GUNS (USA-CA)

		SNOW HOSE	
4.00	pcs	Snow hose 870PSI 50feet 2 " US/CAN GH	

1,368.00

TOTAL WATER CONNECTION - HYDRANT FOR FAN GUNS (USA-CA)

(Delivery)

START-UP (USA-CA)

START-UP SESSION

TOTAL START-UP (USA-CA)

150.00

(Delivery)

FREIGHT (USA-CA)

FREIGHT

TOTAL FREIGHT (USA-CA)

850.00

(Delivery)

LEASE 2018-19

Lease already paid



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1.00	pcs	Deduction lease saison 2018-19 US0395-19-01C - August 24, 2020	
		TOTAL LEASE 2018-19	-2,500.00
			(Delivery)
<hr/>			
		Service Contract	
<hr/>			
		Yearly Service Contract	
6.00	pcs	Mandatory Yearly Service Contract	
		TOTAL Service Contract	6,600.00
			(Delivery)
<hr/>			



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Delivery Condition

DELIVERY CONDITIONS

Not included:

Mounting installation work of any type.

Ditch excavation and earth moving as well as transportations on the field.

Concrete plinths for snow guns on tower or arm construction.

The customer has to store and dispose the waste from the building site in accordance to the standards in force and on his own costs.

Permits and licensing procedures.

Taxes and fees.

Everything else which is not explicitly named in this quotation.

Reservation of proprietary rights until execution of the final and complete payment of the project. In case of quantity difference of any equipment (positive or negative) during construction phase, invoicing will be based on the unit prices of this quotation, after commissioning of the complete project.



Summary US0395-19-01C - August 24, 2020.

	Delivery
FAN GUNS (USA-CA)	52,727.58
WATER CONNECTION - HYDRANT FOR FAN GUNS (USA-CA)	1,368.00
START-UP (USA-CA)	150.00
FREIGHT (USA-CA)	850.00
LEASE 2018-19	-2,500.00
Service Contract	6,600.00
Total	USD 59,195.58

not incl. TAX

The present offer is valid for: 30 Days



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EQUIPMENT LEASE AGREEMENT
Sales Contract Condition

1. Parties and Subject of the Lease.

The City of Saint Paul, through its Department of Park and Recreation, a Minnesota Municipal Corporation incorporated

or

organized under the laws of the State of Minnesota, with its principal place of business at City Hall

Annex, 25 W 4th St., Suite 400 Saint Paul MN 55102 ("Lessee"),

for the Term stated in Section 2 of this Lease, will lease from TechnoAlpin USA, Inc., a Colorado corporation whose

administrative

and head office is 8536 Concord Center Drive Suite B Englewood, CO 80112 ("TAUSA"), those certain pieces of snowmaking equipment

(the "Leased Equipment") referred to on the terms of lease, rent schedules, invoices, or other

documents that may be attached to this Agreement (collectively, the "Documents").

2. Duration of Lease, Delivery, and Return of Leased Equipment.

The term of this Lease (the "Term") shall commence

on December 1st, 2019 (The "Effective Date") and shall end

on December 1st, 2023, unless earlier terminated pursuant to Section 12 hereof.

The equipment shall be delivered Ex Works TAUSA's factory (as defined in Incoterms 2010). Factory shipping dates communicated in advance of actual shipment are approximate and not guaranteed or warranted by TAUSA.

Lessee shall check the Leased Equipment for damage or defects upon receipt of such Leased Equipment, and shall report any damage to the Leased Equipment to TAUSA before Lessee uses or installs the Leased Equipment. If (a) a default occurs, or

(b) Lessee elects not to purchase the Leased Equipment pursuant to the terms of Section 4 prior to the Termination Date,

Lessee shall immediately return and peacefully surrender the Leased Equipment together with its documentation, including any licenses, in good condition, normal wear and tear excepted, to at TAUSA's office located in 8536 Concord Center Drive

Suite

B Englewood, CO 80112, or such other reasonable location as TAUSA may prescribe, not later than three (3) days after the earlier of the Termination Date, the delivery of TAUSA's Termination Notice, or the final day on which Lessee is permitted to use the Leased Equipment, as applicable. Lessee shall bear all costs incurred in connection with the return of the Leased Equipment to TAUSA.

3. Rent.

The rent payable by Lessee to TAUSA during the Term for the Leased Equipment (the "Rent") is set forth on the attached Documents.

Unless otherwise expressly stated in the Documents, Rent is payable 35 days after receipt of an invoice.

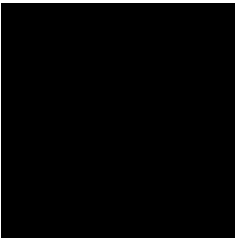
4. Purchase Option.

Except in the event of a default by Lessee hereunder or as otherwise set forth herein (in which cases this Section 4 shall become



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Sales Contract Condition

null

and void), Lessee shall have the right and option to purchase all or a portion of the Leased Equipment by providing written notice of such election to TAUSA not less than thirty days prior to the Termination Date. Lessee shall pay to TAUSA an amount

shown in

the lease contract proposal per piece of equipment to be purchased, less the total Rent then-paid to date with respect to each of the pieces of equipment being purchased only (the "Purchase Price"). Upon exercise of the option and payment of the applicable Purchase Price, TAUSA shall convey the Leased Equipment to Lessee by a reasonable and customary bill of sale on an "AS-IS" basis. If Lessee shall exercise the option to purchase granted herein, this Lease shall automatically terminate upon payment in full by Lessee of the Purchase Price.

5. Ownership of Leased Equipment.

Lessee

acknowledges and agrees that unless and until it pays the Purchase Price to TAUSA pursuant to the terms of Section 4 hereof, the Leased Equipment is and shall at all times be and remain the sole and exclusive property of TAUSA. Lessee shall have no right, title or interest in or to the Leased Equipment except as expressly set forth in this Lease. At the request of TAUSA,

Lessee

shall conspicuously mark the Leased Equipment by such means as TAUSA shall reasonably request to identify TAUSA as the owner of such Leased Equipment, and shall execute, deliver and consent to the filing of such financing statements,

lease

notice filings or other documents deemed reasonably necessary by TAUSA to provide notice to third parties of the existence of this Lease and TAUSA's ownership of the Leased Equipment during the Term of this Lease.

The

Leased Equipment shall remain personal property regardless of whether it shall become affixed or attached to real property or permanently rest upon any real property or any improvement thereon. Lessee agrees to execute and deliver such agreements and other documents, executed by all parties having an interest in real property to which any of the Leased Equipment shall be affixed, as TAUSA may reasonably request from time to time with respect to the identity of the Leased Equipment as personal property of TAUSA.

6. Warranty

TAUSA warrants that it is providing the Leased Equipment to Lessee in good condition and working order, free of any damages or defects. TAUSA warrants that the Leased Equipment is fit for the particular purpose of making snow using the equipment in the following way as represented by TAUSA:

1. Water: TAUSA warrants that the Leased Equipment will work with the use of water from the Saint Paul municipal fire hydrant or 1 water source without issue. The temperature, pressure, and purity of water from the municipal fire hydrant or like water source will impact equipment functionality.

2. Weather:

TAUSA warrants that the Leased Equipment will work for making snow in temperatures ranging from 32 degrees Fahrenheit to -35 degrees Fahrenheit. The City acknowledges, that the Leased Equipment will not function properly at a temperature that causes the water to freeze in the hoses or nozzles.

3. Storage: TAUSA warrants that the Leased Equipment shall work when stored in a facility that is not climate controlled, but in w

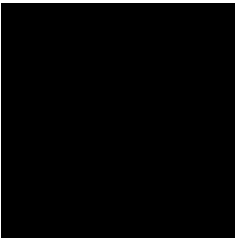


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the Leased ~~Equipment~~ ~~Contract~~ ~~Condition~~ covers, notwithstanding outside factors not under TAUSAs control such as rodents, flooding, fire, etc.

4. Operation: please refer to product manuals

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7. Use and Maintenance. Sales Contract Condition

LESSEE SHALL BE SOLELY RESPONSIBLE FOR PROTECTING THE LEASED EQUIPMENT FROM DAMAGE, except for

ordinary wear and tear, and from any other kind of loss while the Leased Equipment is in Lessee's possession during the Term and shall pay the cost of any repairs or maintenance necessary to keep the Leased Equipment in good working order. If the Leased Equipment is damaged or lost, Lessee agrees to continue to pay the Rent and all other sums due hereunder. TAUSA shall, at any time during normal business hours, have the right to inspect and examine the Leased Equipment and Lessee's related records, wherever located. Lessee shall furnish TAUSA with such reports concerning the status and condition of the Leased Equipment as TAUSA may from time to time request. Lessee covenants that it will use the Leased Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and in accordance with the Section 6 and keep it eligible for any manufacturer's certified and/or standard, full-service maintenance contracts.

Lessee shall, at its sole cost and expense, except as covered by a separate warranty, keep and maintain the Leased Equipment in good repair, condition and working order, ordinary wear and tear excepted. At TAUSA's request, Lessee shall, at its sole expense, obtain and keep in full force and effect any contract or agreement to repair or maintain the Leased Equipment. Lessee

acknowledges

and agrees that any and all replacement parts and repairs made to the Leased Equipment will become the property of TAUSA. Lessee shall not make any alterations to the Leased Equipment without TAUSA's prior written consent, which consent may be withheld in TAUSA's sole and absolute discretion. Should TAUSA determine that the repairs require TAUSA technicians to fix them, TAUSA will provide Lessee with TAUSA technicians at an expense to Lessee of \$350 per visit for travel expenses, and \$75 per hour for time spent on-site providing technical support.

8. Loss; Damage; Insurance.

Lessee

shall be solely responsible for and accepts the risk of loss or damage to the Leased Equipment during the Term; provided, however, TAUSA shall keep the Leased Equipment insured against all risks of loss in an amount at least equal to the replacement cost of such Leased Equipment and pay the premiums for such insurance. Lessee is a municipal subdivision under the statutes of the State of Minnesota and is self-insured under the laws of the State of Minnesota. The proceeds of insurance, at TAUSA's option, shall (a) applied toward the replacement, restoration or repair of the Leased Equipment or

(b) paid directly to TAUSA.

(c) In the event of the theft, loss or destruction of the Leased Equipment, Lessee shall give TAUSA prompt notice thereof and shall place such item in good repair, condition and working order; provided, however, that if such item is determined by TAUSA to be lost, stolen, destroyed or damaged beyond repair, Lessee, at TAUSA's option, shall

(a)

replace such item with like equipment in good repair, condition and working order and cause transfer of clear title to such replacement item to TAUSA, or

(b) pay TAUSA the market value of the Leased Equipment less any proceeds of insurance received by TAUSA related to such Leased Equipment.

9. Taxes and Fees.

TAUSA agrees to pay when due all personal property taxes relating to the ownership, leasing, rental, or possession of the Leased



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Equipment as part of this Lease and such amounts will be billed to Lessee and shall be payable by Lessee to TAUSA within thirty (35) days of such billing. ~~Lessee shall pay all sales and use taxes on the Leased Equipment relating to Lessee's possession, use, purchase of the Equipment.~~

10. LIABILITY

LESSEE SHALL

INDEMNIFY, DEFEND AND HOLD TAUSA, ITS OFFICERS AND DIRECTORS (THE "INDEMNIFIED PARTIES"), HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, DAMAGES, EXPENSES, LOSSES, COSTS, DISBURSMENTS, OBLIGATIONS, LIABILITIES AND LIENS ARISING OUT OF OR RELATING TO

- (a) THE BREACH OR VIOLATION BY LESSEE OF ANY TERM, COVENANT, PROMISE, AGREEMENT, REPRESENTATION OR WARRANTY OF THIS LEASE,
- (b) INJURY TO ANY PERSON OR PROPERTY RESULTING FROM OR BASED UPON THE ACTUAL OR ALLEGED USE, OPERATION, DELIVERY OR OF ANY OR ALL OF THE LEASED EQUIPMENT OR ITS LOCATION OR CONDITION OR AS A RESULT OF THE USE THEREOF BY LESSEE,

(c)

INADEQUACY OF ANY ITEM OF THE LEASED EQUIPMENT FOR ANY PURPOSE ARISING AFTER THE START OF THE LEASE TERM AND UNDER LESSEE'S CONTROL, NOTWITHSTANDING THE WARRANTIES REPRESENTED BY TAUSA IN SECTION 6 AND,

- (d) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF ANY ITEM OF LEASED EQUIPMENT OR ANY LOSS OF BUSINESS OR INJURY TO ANY PERSON OR PROPERTY RESULTING THEREFROM. LESSEE SHALL, AT ITS OWN COST AND EXPENSE, DEFEND ANY AND ALL SUITS WHICH MAY BE BROUGHT AGAINST THE INDEMNIFIED PARTIES, EITHER ALONE OR IN CONJUNCTION WITH OTHERS, UPON ANY SUCH LIABILITY OR CLAIM OR CLAIMS AND SHALL SATISFY, PAY AND DISCHARGE ANY AND ALL JUDGMENTS AND FINES THAT MAY BE RECOVERED AGAINST THE INDEMNIFIED PARTIES

IN ANY

SUCH ACTION OR ACTIONS, PROVIDED HOWEVER, THAT TAUSA SHALL GIVE LESSEE WRITTEN DEMAND OF ANY SUCH CLAIM OR DEMAND.

11. Default.

In the event Lessee is in default of any of its obligations hereunder after the expiration of any cure period set forth herein, TA terminate this Lease, require Lessee to pay the entire remaining balance of all Rent due under this Lease, or require

Lessee to

return the Leased Equipment to TAUSA. Any payments required pursuant to this Lease which are not received by TAUSA within ten (10) days of the due date shall accrue interest at the lesser of:

- (a) eighteen percent (18.0%) per annum and
- (b) the highest rate allowable under applicable law, from the date due until paid.

TAUSA may also use any other remedies available to it under the Uniform Commercial Code or any other applicable law. The remedies set forth



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herein are cumulative. Lessee agrees that any delay or failure to enforce TAUSA's rights under this Lease shall not prev TAUSA from enforcing any rights to a late fine

Sales Contract Condition

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12. Equipment Failures.
Sales Contract Condition

Lessee

acknowledges and agrees that its obligation to make the Rent payment and all other payments due hereunder is unconditional despite any Leased Equipment failure, damage, loss or any other problem with the Leased Equipment unless Lessee makes a successful claim against TAUSA, or the manufacturer. If the Leased Equipment does not work as represented by TAUSA or any manufacturer thereof, or if TAUSA, the manufacturer, or any other person fails to provide any service, or if the Leased Equipment unsatisfactory for any other reason, Lessee shall make such claim against TAUSA.

13. Termination.

Lessee may terminate this Lease early by providing TAUSA with thirty (30) days' notice in writing by certified mail. This Lease shall then effectively terminate on the expiration of the notice period, and Lessee shall return the Leased Equipment to TAUSA not later than such date of termination. Upon delivery of notice of early termination from Lessee to TAUSA, Lessee's option to purchase the Leased Equipment will become null and void. TAUSA may terminate this Lease early, without prior notice period, and require the Leased Equipment to be returned to TAUSA without delay by providing Lessee with written notice of such election to terminate (the Termination Notice), if

- (a) Lessee fails to timely pay Rent or defaults under any material term of this Lease;
- (b) TAUSA has reasonable grounds to suspect that the Leased Equipment was handled or used by Lessee, its employees, or agents in an improper manner;
- (c) Lessee does not allow the maintenance and repair of the Leased Equipment to be carried out by the TAUSA or by a third party acting on the instructions of the TAUSA;
- (d) TAUSA has reasonable grounds to suspect that Lessee is becoming insolvent; or
- (e) TAUSA has reasonable grounds to feel insecure that Lessee will continue making Rent payments hereunder.

Upon delivery of the Termination Notice to Lessee, Lessee will no longer use the Leased Equipment, and Lessee's option to purchase the Leased Equipment will become null and void.

14. Governing Law

This Lease shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agree shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

15. Counterparts.

This

Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

16. Other Documents

Any rent schedules, terms of lease, invoices, or other Documents attached hereto or executed in conjunction with this Agreement, i any, are part of this Agreement and expressly incorporated herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Lease as of the



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dates written below.
Sales Contract Condition

TechnoAlpin USA Inc.

Buyer Name: City of Saint Paul

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



City
1431 N Lexington Parkway
Saint Paul
US

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Lease of Technoalpin Snow Generator
TR8 AM with Booster Pump and Radio Preparation
200' of 2" Snowmaking Hose

Total Price (Lease Payments and Buyout) 59,195.58 USD not incl. TAX

Terms of payment:

20	%	2020-2021 Lease Payment (Due December 1st	01.12.20
20	%	2021-2022 Lease Payment (Due December 1st	01.12.21
20	%	2022-2023 Lease Payment (Due December 1st	01.12.22
40	%	2023-2024 Lease Payment (Due December 1st	01.12.23

Freight: Not included

Delivery schedule:
Equipment On Site

The above listed sales conditions and general contractual conditions of TechnoAlpin are applicable to this quotation. For reference look at:
(<https://www.technoalpin.com/us/tc-privacy.html>);

In acceptance and confirmation:

(date, signature)



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City of Saint Paul
15 W Kellogg Blvd
Saint Paul, MN 55102

TechnoAlpin USA, Inc
8465 Concord Center Drive
Suite 200
Englewood, CO 80112

City:
This Agreement has been duly executed by the
City of Saint Paul via electronic approval

Contractor:

Signature

Printed Name

Title

Date