**SERVICE AND REPAIR AGREEMENT FOR LEASED MOTORCYCLES**

1. CARE AND USE OF EQUIPMENT

The Lessee agrees to maintain the Motorcycle pursuant to the Manufacturer’s Standard Preventative Maintenance Schedule and/or recommendation. All services and repairs shall be made at Harley-Davidson Sales & Service, Inc., 4930 Southport Crossing Place, Indianapolis, Indiana 46237. The Lessee, at its own cost and expense, shall ensure delivery of the Motorcycle to Harley Davidson Sales & Service, Inc., 4930 Southport Crossing Place, Indianapolis, Indiana 46237.

The Lessee shall protect the motorcycle from deterioration other than normal wear and tear, shall use the Motorcycle for Police related activities only, without abuse, and shall not make modifications, alternations or additions to the Motorcycle (other than normal operating accessories or controls) without written consent of the Lessor, which shall not be unreasonably withheld.

The Lessor, shall have the right, during regular business hours to enter upon the premises where the Motorcycle is located in order to inspect, observe or otherwise protect the Lessor’s interest and the Lessee shall afford them the opportunity to do so.

2. 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.

3. EXCESS WEAR.

“Excess wear” includes: (a) glass that is damaged; (b) damaged body, fenders, metal work, lights, trim or paint; (c) missing equipment that was in the Motorcycle 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 3/32 inch of tread remaining at the shallowest point; (g) torn, damaged or stained seats; (h) any mechanical damage or other condition that causes the Motorcycle to operate in a noisy, rough, improper, unsafe, or unlawful manner; and (i) any other damage, whether or not covered by insurance.

4. DAMAGE OR DETERIORATION OF MOTORCYCLES

In the event the Motorcycle is partially damaged or destroyed due to the actions of the Lessee or its employees prior to the end of this agreement, the Lessee will promptly have the Motorcycle repaired and restored to its original condition and working order. Any damage done to lease motorcycles during the officers training will be repaired as soon as the training is completed at Lessee’s expense. This includes damage done to engine, transmission, or brakes and not just the paint and body parts. The rider will be required to report any defects or abnormalities. All repairs must be made at Harley-Davidson Sales & Service, Inc., 4930 Southport Crossing Place, Indianapolis, Indiana 46237.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lori A Combs Signed By the Appropriate

General Manager Authority

Harley-Davidson Sales & Service