

EQUIPMENT USE AGREEMENT

THIS AGREEMENT (the "Agreement"), in effect as a construction contract, is made and entered into on the 9TH day of DECEMBER, 2025 (the "Effective Date"), by and between, on the one hand, **City of Vicksburg, Mississippi** (the "City"), and, on the other hand, **Brandenburg Industrial Service Company** (the "User"). The City and User may be severally referred to as a "Party" or collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the City owns police cars, weapons, police uniforms and other equipment used for police protection (the "Equipment"); and

WHEREAS, User desires to use the City's Equipment on December 9, 2025 through December 17, 2025 for safety reasons at the Baxter Wilson Plant location (the "Purpose"); and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually enter and agree to this Agreement, each for itself and its successors and assigns, as follows:

Section 1. Use of Equipment .

1.1. The City hereby agrees to allow the User to use the City's Equipment for the Purpose. The City will provide the Equipment, through City employees, for the use at the Baxter Wilson Plant location on December 9, 2025 through December 17, 2025.

1.2. The User agrees to pay \$ 60.00 per day for the use of the City's Equipment for the Purpose as stated above. The User also agrees to pay for the police cars to be filled with gas at the conclusion of each shift.

Section 2. Damage to Equipment. User shall reimburse the City for any and all costs the City incurs to repair or replace the Equipment or any portion thereof damaged while using the Equipment at the Baxter Wilson location.

Section 3. Release. User, on behalf of itself, agents, employees, and invitees, hereby releases the City, its employees, agents, and representatives, from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or property of any kind whatsoever from any cause whatsoever arising from the use of the Equipment at the Baxter Wilson location.

Section 4. Remedies Upon Default. Termination by either Party of this Agreement shall not limit or otherwise effect the remedies of the non-defaulting or non-breaching

Party against the defaulting or breaching Party. In the event that either Party is in material default under any of the terms or conditions of this Agreement or has materially breached any of its representations or warranties in this Agreement, the non-defaulting or nonbreaching Party shall be entitled to pursue, in addition to any remedies specifically provided herein, all further remedies then available at law or in equity, including specific performance. In the event that a court of competent jurisdiction finds that User is in material default under any of the terms or conditions of this Agreement or has materially breached any of its representations or warranties in this Agreement, the City shall be entitled to recover from User all attorneys' fees, expenses, and costs incurred by the City in obtaining such a finding and seeking any remedies related thereto.

Section 5. Assignment.

5.1. This Agreement, or any interest therein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by User without the prior written consent of the City.

5.2. Subject to the requirements of Section 9.1, and to the extent authorized by law, covenants and conditions herein contained shall apply to and bind the successors and assigns of all the Parties hereto.

Section 6. Governing Law and Venue. This Agreement shall be governed and construed in accordance with Mississippi law. In the event any litigation arises between the Parties in connection with this Agreement, venue for such litigation shall lie exclusively in Warren County, Mississippi, to the exclusion of all other venues.

Section 7. Representations and Warranties.

7.1. Each Party represents and warrants to the other Party as of the Effective Date that (i) it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement, and (ii) it has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

7.2. Each Party represents and warrants to the other Party that it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendation of the Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and caused this Agreement to be effective as of the Effective Date first written above.

City of Vicksburg, Mississippi

Brandenburg Industrial Service Company

By: Willis Thompson
Willis Thompson, Mayor

By: Eric Schreiner
Eric Schreiner ~~SCHREINER~~
Title: PROJECT MANAGER

ATTEST: _____
Deborah Ann Kaiser-Nickson, City Clerk