



2008 Rhino Law Loan Program Agreement

Agency Information

Name: MILWAUKEE FIRE DEPARTMENT
 Address: 711 W WELLS ST
 City: MILWAUKEE State: WI Zip: 53233
 Phone: 414-286-8903 Fax: 414-286-5226
 Responsible Party: KEVIN MONAGHAN

Dealer Information

Name: YAMAHA OF PORT WASHINGTON Dealer #: 370650
 Address: 540 W GRAND AVE
 City: PORT WASHINGTON State: WI Zip: 53074
 Phone: 262-284-5995 Fax: _____
 Responsible Party: MICHAEL A EIDEN JERGER

Model: _____ Primary ID: _____

Please enter model information after unit invoices to your dealership.

This Agreement is entered into between Agency and Dealer on 4/28/08 (date) and shall be in effect for no less than 90 days. Units are to be returned on 10/30/08 (date).

Agency and Dealer desire to participate in the Law Loan Program offered by YAMAHA Motor Corporation, U.S.A (YAMAHA) and to that end agree to the following:

- Agency shall be surveyed from time to time to verify possession and use.
- Agency shall use the unit exclusively for law enforcement operations.
- Agency shall be responsible for performing and paying for routine maintenance during the term of this Agreement.
- Agency shall maintain current injury and property damage liability insurance (a minimum of \$500,000.00 coverage - no exceptions) while the unit is in Agency's possession.
- To the maximum extent allowed by law, Agency will indemnify, defend and hold harmless Yamaha Motor Corporation, U.S.A., its subsidiaries and affiliates and each of their directors, officers, employees, and agents (the "Indemnitees"), from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with (a) the Agency's negligence, willful misconduct, or breach of any representation, warranty, or other obligation under this Agreement; (b) any allegation that the Agency's use of the units caused any injury or harm to any person; or (c) any personal injury (including death) or damage to property resulting from the Agency's, its employees', or agents' acts or omissions. The Indemnitees will give notice of any Claim to the Agency, and the Agency will defend the Indemnitees at the Indemnitees' request.
- Agency shall return the unit(s) to Dealer in good working order upon the termination of this Agreement. Agency shall be responsible for repairing any damage beyond normal wear and tear.

Asst Chief Brian Glasel
 Agency Signature

 Dealer Signature



YAMAHA

WaveRunner 2008 Law Loan Program Agreement

Agency Information

Name: MILWAUKEE FIRE DEPARTMENT

Address: 711 W WELLS ST

City: MILWAUKEE

State: WI

Zip: 53233

Phone: 414-286-8903

Fax: 414-286-5226

Responsible Party: KEVIN MONAGHAN

Dealer Information

Name: YAMAHA OF PORT WASHINGTON

Dealer #: 370650

Address: 540 W GRAND AVE

City: PORT WASHINGTON

State: WI

Zip: 53074

Phone: 262-284-5995

Fax: 262-284-6465

Responsible Party: MICHAEL A EIDENJERGER

This Agreement is entered into between Agency and Dealer on 4/28/08 (date) and shall be in effect for no more than nine months. Units are to be returned on 10/30/08 (date).

Agency and Dealer desire to participate in the Law Loan/Government Purchase Program offered by YAMAHA Motor Corporation, U.S.A. (YAMAHA) and to that end agree to the following:

Agency shall be surveyed from time to time to verify possession and use.

Agency shall use the watercraft(s) exclusively for lifesaving, law enforcement or water safety operations.

Agency shall only allow Agency employees to operate the watercraft(s) while performing their job functions.

Agency shall be responsible for performing and paying for routine maintenance during the term of this Agreement.

Agency shall maintain current injury and property damage liability insurance (a minimum of \$500,000.00 coverage - no exceptions) while the watercraft(s) is in Agency's possession.

Agency shall be liable for any negligent or unlawful conduct or omissions pertaining to the transportation or use of the watercraft while the watercraft(s) is in Agency's possession. Agency shall release and hold YAMAHA Motor Corporation U.S.A., YAMAHA Motor Co., Ltd., YAMAHA Manufacturing Corporation of America, and Tennessee Watercraft, Inc. harmless from and against all claims of whatever nature which any party may claim to have for property damage or personal injuries, including death arising out of the use or operation of the watercraft(s).

Agency shall return the watercraft(s) to Dealer in good working order upon the termination of this Agreement. Agency shall be responsible for repairing any damage beyond normal wear and tear.

Asst Chief Brian Glassel

Agency Signature

Dealer Signature