

**EMERGENCY JUSTIFICATION FORM**

This questionnaire has been designed to assist departments in providing information necessary in the processing of emergency requisitions for the purchase of products or services. Please complete and forward to the Purchasing Department. If more space is needed, please attach additional page(s).

MUNIS REQUISITION NO.: \_\_\_\_\_

1. State the reason for the emergency purchase by explaining what the emergency is and what caused the emergency situation:  
Fire boat sank in storm in February 2023. We just were informed that insurance has been approved.
2. State the facts that lead to the conclusion that injury or damage to property or human life will occur if needs are not satisfied immediately (do not simply say there will be injury or damage to property or human life):  
We need to re-establish Fire Protection/Rescue on our 5 miles of coastline and infrastructure.
3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased using the Bid Process.  
This is for a temporary lease during the 5 months of the active boating season.
4. State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable):  
They are nearby and have an available platform which will serve our needs. We have not found any other resources in the area.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Submitted by: KYRAN DUNN, Deputy Chief 0401 - FIRE  
Printed/typed Name & Title Department  
[Signature] 6/22/23 203-254-4715  
Authorized Signature Date Phone No.

(OFFICE USE ONLY)  
APPROVED EMERGENCY

By [Signature] Date 6/22/23  
Director of Purchasing

By [Signature] Date 6/22/23  
First Selectman



100 Waterfront Street, New Haven, CT 06512  
**Phone:** 203-467-1590 **Fax:** 203-468-2670 **E-mail**

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## **EQUIPMENT RENTAL AGREEMENT**

**THIS EQUIPMENT RENTAL AGREEMENT (this "Agreement")** dated this **1<sup>st</sup> day of July, 2023**, BETWEEN **Sea Support, Inc.**, 100 Waterfront Street, New Haven, CT 06512 (the "Lessor") OF THE FIRST PART- AND **Town of Fairfield.**, 725 Old Post Road, Fairfield, CT, 06824 (the "Lessee") OF THE SECOND PART (the Lessor and Lessee are collectively the "Parties")

**IN CONSIDERATION OF** the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

### **Definitions**

1. The following definitions are used but not otherwise defined in this Agreement:
  - a. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original price of the Equipment as agreed in 1b below.
  - b. "Equipment" means 2005 SAFE Boats International 25 Foot Defender HIN#EG000693G505 which has an approximate value of \$150,000 and 2015 EZ Loader Trailer VIN# 1ZEACZM65A026421 which has an approximate value of \$7000.00.
  - c. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

### **Lease**

2. The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement.

### **Term**

3. The Agreement commences on **July 1, 2023** and will continue on a month to month basis (the "Term") with 30 days written notice of the end of term by Lessee.

### **Rent**

4. The rent, exclusive of sales tax, will be paid in installments of **\$5,000 each month**, in advance, beginning July 1, 2023 and will be paid on the 15th day of each succeeding month throughout the Term (the "Rent").

### **Delivery of Equipment**

5. The Lessee will, at the Lessee's own expense and risk, pick up and transport the Equipment from Sea Support, Inc., 100 Waterfront Street, New Haven, CT 06512



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### **Use of Equipment**

6. The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.
7. The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose.
8. Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment. Any alteration, modification or attachments to the Equipment will become a part of the Equipment and owned by the Lessor.

### **Repair and Maintenance of Equipment**

9. The Lessee will, at the Lessee's own expense, keep the Equipment in good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessee will supply all parts that are necessary to keep the Equipment in such a state.
10. If the Equipment is not in good repair, appearance and condition when it is returned to the Lessor, the Lessor shall notify Lessee of such damage and with Lessee's concurrence may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessor will make the said repairs within a reasonable time of taking possession of the Equipment and will give the Lessee written notice of and invoices for the said repairs. Upon receipt of such invoices, the Lessee will immediately reimburse the Lessor for the actual expense of those repairs.
11. The Lessee may, but is not obligated to, enforce any warranty that the Lessor has against the supplier or manufacturer of the Equipment. The Lessee will enforce such warranty or indemnity in its own name and at its own expense.

### **Warranties**

12. The Equipment will be in "as is" condition. The Lessee has inspected the Equipment to its satisfaction and has determined that it is in good working order and good condition.
13. The Equipment is of merchantable quality and is fit for the purposes it is ordinarily used.



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**Loss and Damage**

14. To the extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause.
15. If the Equipment is lost or damaged, the Lessee will continue paying Rent, will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.
16. In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Lessee.

**Ownership, Right to Lease and Quiet Enjoyment**

17. The Equipment is the property of the Lessor and will remain the property of the Lessor.
18. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner.
19. The Lessor warrants that the Lessor has the right to lease the Equipment according to the terms in this Agreement.
20. The Lessor warrants that as long as no Event of Default has occurred, the Lessor will not disturb the Lessee's quiet and peaceful possession of the Equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

**Surrender**

21. At the end of the Term or upon earlier termination of this Agreement, the Lessee will return the Equipment at the Lessee's cost, expense and risk to the Lessor by delivering the Equipment to Sea Support, Inc, 100 Waterfront Street, New Haven, CT 06512. If the Lessee fails to return the Equipment to the Lessor at the end of the Term or any earlier termination of this Agreement, the Lessee will pay to the Lessor any unpaid Rent for the Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Lessee.



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**Insurance**

22. The Lessee will, during the whole of the Term and for as long as the Lessee has possession of the Equipment, take out, maintain and pay for insurance against loss of and damage to the Equipment for the fair market value of the Equipment and will name the Lessor as the loss payee.
23. The Lessee will, during the whole of the Term and for as long as the Lessee has possession of the Equipment, take out, maintain and pay for comprehensive general liability insurance of at least \$1,000,000 and umbrella liability insurance of at least \$5,000,000, against claims for bodily injury, including death, and property damage or loss arising out of the use of the Equipment and will name the Lessor as additional insured.
24. All such insurance provided for herein shall be endorsed as primary to any insurance provided by Lessor and shall expressly waive subrogation against Lessor, and their affiliates. The insurance required by paragraphs 22 and 23 shall expressly waive subrogation against Lessor, and their affiliates. Any deductibles or franchise shall be in amounts satisfactory to Lessor and shall be for the sole account of Lessee. All policies or contracts of insurance shall provide for not less than thirty (30) days' written notification to Lessor prior to cancellation, termination, or modification. Lessee shall provide certificates evidencing compliance with these paragraphs to Lessor promptly before commencement of the lease term.
25. Upon written demand by the Lessor, the Lessee will provide the Lessor with an original policy or certificate evidencing such insurance.
26. The Lessee appoints the Lessor as the Lessee's attorney-in-fact ("Attorney") with the power to maintain the above insurance and to secure payments arising out of any insurance policy required by this Agreement. The Attorney has the power to do all acts that are necessary or desirable to secure such payments.
27. If the Lessee fails to maintain and pay for such insurance, the Lessor may, but is not obligated to, obtain such insurance, but if the Lessor does obtain such insurance, the Lessee will pay to the Lessor the cost of such insurance upon notification from the Lessor of the amount.

**Indemnity**

28. The Lessee will indemnify and hold harmless the Lessor against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessee's use of the Equipment.



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**Default**

29. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:
- a. The Lessee fails to pay any amount provided for in this Agreement within thirty days after same is due or otherwise breaches the Lessee's obligations under this Agreement.
  - b. The Lessee becomes insolvent or makes an assignment of rights or property for the benefit of creditors or files for or has bankruptcy proceedings instituted against it under the Federal bankruptcy law of the United States or another competent jurisdiction.
  - c. A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

**Remedies**

30. On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies"):
- a. Declare the entire amount of the Rent for the Term immediately due and payable without notice or demand to the Lessee.
  - b. Apply any Deposit, if applicable, toward any amount owing to the Lessor.
  - c. Commence legal proceedings to recover the Rent and other obligations accrued before and after the Event of Default.
  - d. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession.
  - e. Terminate this Agreement immediately upon written notice to the Lessee.
  - f. Pursue any other remedy available in law or equity.



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**Assignment**

31. THE LESSEE WILL NOT ASSIGN THIS AGREEMENT, THE LESSEE'S INTEREST IN THIS AGREEMENT OR THE LESSEE'S INTEREST IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR.
  
32. Any attempted assignment by the Lessee of this Agreement, the Lessee's interest therein or in the Equipment shall be null and void. If the Lessee assigns or attempts to assign this Agreement, the Lessee's interest in this Agreement or the Lessee's interest in the Equipment without the prior written consent of the Lessor, the Lessor will have recourse to the Remedies and will be entitled to all damages caused by the transfer or attempted transfer to the extent that the damages could not reasonably be prevented by the Lessor.

**Additional Documents**

33. Upon written demand by the Lessor, the Lessee will execute and deliver to the Lessor documents required by the Lessor to protect the Lessor's interest in the Equipment including, but not limited to, the documents necessary to file a UCC financing statement.

**Entire Agreement**

34. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

**Address for Notice**

35. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Lessor: Sea Support, Inc., 100 Waterfront Street, New Haven, CT 06512

Lessee: Town of Fairfield, Attn: Town Attorney, 725 Old Post Road, Fairfield, CT, 06824

**Interpretation**

36. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.



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**Governing Law**

37. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Connecticut (the "State"), without giving effect to its conflict of laws principles. The Lessee submits to the jurisdiction of the courts of the State of Connecticut and the federal district court for the District of Connecticut for purposes of enforcement and interpretation of this Agreement, which courts shall have sole and exclusive jurisdiction with respect to such matters.

**Severability**

38. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of Connecticut (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

39. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

**General Terms**

40. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

41. Time is of the essence in this Agreement.

42. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.

43. Neither Party will be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections, natural disasters, such as earthquakes, hurricanes or floods and/or any other cause beyond the reasonable control of the Party whose performance is affected.





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**General Terms (continued)**

44. In no event shall either party have any liability for any incidental, indirect, special, consequential or exemplary damages arising out of or in connection with a breach of this Agreement, or any other duty of that party with respect to the Equipment, including, but not limited to, damages for lost profits, lost sales or injury to persons or property whether foreseen or unforeseen.
45. **Dispute Resolution Process.** Any dispute between the Parties arising out of the Contract shall be resolved in accordance with this DISPUTE RESOLUTION section. All efforts to resolve the dispute and any agreed resolution shall be documented in writing (to the extent reasonably practicable) and shall not prejudice the legal position of either Party. The dispute resolution process is as follows: The fire chief or his designee and a designate of Lessor (“Designates”) shall negotiate in good faith the resolution of any dispute in an effort to resolve the same within 5 business days. If the Designates are unable to resolve a dispute within 30 days after the dispute is referred to them, then either Party may pursue available legal and equitable remedies.
46. **Exceptions to Dispute Resolution Process.** Notwithstanding the Dispute Resolution Process section above, neither Party shall be obligated to follow the dispute resolution procedures set forth in that section if such Party takes legal action seeking preliminary or temporary relief of an emergency nature.

**Notice to Lessee**

47. **NOTICE TO THE LESSEE:** This is a lease. You are not buying the Equipment. Do not sign this Agreement before you read it. You are entitled to a completed copy of this Agreement when you sign it.



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IN WITNESS WHEREOF the Parties have affixed their signatures by a duly authorized officer under seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Sea Support, Inc, 100 Waterfront Street,  
New Haven, CT 06512

(Witness) \_\_\_\_\_ By \_\_\_\_\_ (c/s)  
Its

TOWN OF FAIRFIELD \_\_\_\_\_

(Witness) \_\_\_\_\_ By \_\_\_\_\_ (c/s)  
Its



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