

AUTOMOBILE LEASE

This automobile lease ("Lease") is made this the _____ day of _____, 20____ between _____ (hereafter referred to as "Lessor", having his principal place of business at _____ (address) and _____ ("Lessee"). Lessor and Lessee hereby agree as follows:

1. Lessor hereby leases to the Lessee, for a term of _____ months the following described automobile: _____ (Make, Model, Year, VIN). The term and rent shall commence on the _____ day of _____, 20____, and end on the _____ day of _____, 20____.

2. Lessee will acquire license plates registered in his name under the laws of the state of _____.

3. Lessee will maintain, or cause to be maintained, the automobile in good working condition. Nothing in this agreement shall require Lessor to provide or pay for, or cause to be provided or paid for, any gasoline, oil, antifreeze, washing or storage for the automobile.

4. Lessor will reimburse Lessee for the cost of any inspection of the automobile as required by laws of the state of _____.

5. Lessee agrees to pay to Lessor at _____ (address) the sum of \$_____, as rent, on the first day of each and every calendar month. The rent for the first and last month of the term, unless the term starts on the first day of the month and ends on the first day of the month, shall be apportioned on the basis which the number of days of the term in the month bears to the whole number of days in such month.

6. The automobile leased under this agreement will be used and operated in a careful manner and Lessee will pay or cause to be paid any fines imposed by any governmental authority levied upon the automobile and/or its driver as the result of any act or omission during the term the automobile is leased under this agreement.

7. Lessee will not use or allow the automobile to be used for any illegal purpose and will reimburse Lessor if the automobile is confiscated and for expenses incurred as a result of any confiscation or attempted confiscation by any governmental authority whatsoever, whenever such confiscation and expenses, or either, is caused by the illegal use of such automobile while the automobile is leased under this agreement.

8. Lessee will keep and maintain the automobile in good running order and will see that it stays in good repair and is properly serviced at the expense of Lessee.

9. Immediately on the discovery of the need of any repair or servicing of the automobile, Lessee shall cause such automobile to be taken to an authorized service station of the manufacturer of such automobile. The cost of such repair may be deducted by the Lessee from

the next rental payment due Lessor under this agreement, provided Lessee shall make no repairs the cost of which shall exceed \$_____ without the written consent of Lessor first obtained. At the time of making such deduction, Lessee shall provide Lessor with an itemized invoice evidencing payment for the repairs for which such deduction is claimed. Notwithstanding the foregoing, Lessee is responsible for payment for repairs resulting from the negligence of Lessee or anyone driving the car with or without the consent of Lessee, or the violation by Lessee of the terms of this agreement, and no such deduction from rental payments may be made.

10. The automobile will be kept and maintained in a garage or other covered storage space except when in use.

11. Lessee at his/her expense will pay for, at his sole expense, all gasoline, oil, antifreeze, washing, and storage fees for the automobile leased under this agreement.

12. Lessee will acquire, pay for, and maintain automobile indemnity insurance, including public liability and property damage insurance, issued by a responsible company or companies, protecting the interests of both Lessee and Lessor against liability for damage, personal injury or death caused by the automobile or the operation of the automobile to the extent of not less than \$_____ per accident and not less than \$_____ per person; and the sum of \$_____ per accident against liability for damage to property caused by the operation of any automobile leased under this agreement, and Lessee agrees that the policy will include Lessor as a "named insured" and shall not be cancelled until after _____ days notice to Lessor of intention to cancel, and the Lessee further agrees to furnish to Lessor prior, to the use or operation of any such automobile, a certificate of such insurance.

13. Should any claim be made or any action be commenced against Lessor arising from any of the causes covered by the insurance referred to in Paragraph 12, Lessor will promptly notify Lessee and Lessee will conduct the defense of any such claim or action at Lessee's expense, including all costs and attorneys' fees.

14. In the event of the cancellation of any public liability and property damage insurance required under the terms of this Lease, the use by Lessee of the automobile shall cease until all such insurance so cancelled has been renewed or replaced.

15. Except as otherwise subsequently provided, upon the expiration of the term of this Lease or its earlier termination for any reason, the automobile shall be returned by Lessee to Lessor at (address).

16. If any default shall be made by Lessee in the payment when due, of any rent or other sum due under this agreement, or in the performance of any other provision, or if Lessee is or becomes unable to pay his/her debts from his/her own means as they become due, or if any receiver or trustee of the business or of the property or assets of the Lessee shall be appointed by any court, or if the Lessee shall abandon the automobiles, or if the Lessee shall otherwise, in any manner whatever, become unable to pay the rent specified here or to perform any of the

provisions to be kept or performed by Lessee, then Lessor shall have the option, without notice to Lessee or demand for performance, to require Lessee to redeliver the automobile to Lessor at a location designated by Lessor at Lessee's expense.

17. Upon any such default, and with or without terminating or forfeiting this Lease and without in any way affecting any other right or remedy of Lessor or any duties or obligations of Lessee under this agreement, Lessor may lease the automobile as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable, in which event the rents received on any such lease shall be applied first to the expenses of leasing and collecting, including any necessary renovation or repairs, toward payment of all sums due or to become due to Lessor under this agreement, and if a sufficient sum shall not thus be realized to pay such rent and other charges, Lessee shall pay to Lessor monthly any deficiency.

18. Upon any such default, Lessor may terminate this Lease, in which event Lessee shall pay to Lessor the amount of rent that would have been paid to Lessor had there been no such default.

19. The foregoing remedies for default shall not be exclusive but shall be cumulative and in addition to all other remedies.

20. In case any litigation of any kind between Lessee and Lessor shall arise out of this Lease, and Lessor shall prevail in such litigation, Lessee agrees to pay Lessor a reasonable attorney's fee which shall be taxed by the court as part of the costs of such litigation.

21. Lessor will not be liable to Lessee for any loss of business or any other damage caused by any interruption of the service provided for here or otherwise.

22. Lessor does not assume any liability for any acts or omissions of Lessee or of any of Lessee's agents, employees or drivers and Lessee specifically releases Lessor from all such liability and agrees to indemnify and hold Lessor harmless of and from any and all such liability.

23. This is an automobile lease only, and the Lessee has acquired no right, title or interest in the automobile, except the right to use the same pursuant to the provisions of this Lease.

24. The term of this Lease shall be extended for an additional term of _____ months pursuant to the terms of this Lease, including this paragraph for renewal, unless either Lessor or Lessee, at least _____ days before the end of the term of this Lease, gives written notice to the other of intention to terminate this Lease on expiration of the term provided for in this agreement.

25. So long as the Lessee performs all of the terms and conditions of this Lease including payment of the rental, Lessee shall have the unrestricted lawful use of such automobile for any lawful purpose except the transportation of persons or property for hire.

26. Lessee will not assign or mortgage this Lease, or any interest in it, or permit the use of the automobile by any person other than Lessee or an adult member of his or her family or his or her agents or employees, nor sublet any automobile without the written consent of Lessor.

27. This lease agreement represents the entire agreement between the parties and no provision may be waived or modified, except by an instrument in writing signed by both of the parties.

WITNESS our signatures the day and year first written above.

Signature of Lessor

Signature of Lessee