

AS-IS VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement (hereinafter referred to as the "Agreement") is made and entered into on _____ by and between _____ (hereinafter referred to as "Lessor"), operating at _____, _____, _____, _____, and _____ (hereinafter referred to as "Lessee").

The Lessor and the Lessee are hereinafter individually referred to as "Party", and hereinafter collectively referred to as "Parties".

The Parties hereby mutually agree to the following terms and conditions:

1. DESCRIPTION

The Lessor hereby agrees to lease to the following described vehicle (hereinafter referred to as "Vehicle"), which is a _____. The Lessee also hereby acknowledges the existence of damages to the Vehicle and agrees to lease the Vehicle from the Lessor in an "as is" condition.

2. TERMS

This Agreement shall commence on the _____ and terminate on the _____. Both Parties agree to end the Agreement on the end date. Should the Agreement be terminated before the termination date, both Parties shall determine whether or not any refund is necessary.

3. RENT

The Lessee agrees to pay the Lessor as the amount of \$_____ per month for _____. The Lessor shall send the Lessee an invoice every _____ that is to be payable by the Lessee through _____.

The Lessee shall incur a late payment charge if the payment is delivered _____.

The Lessee may also purchase the Vehicle once the Agreement terminates for \$_____. However, should the Lessee choose not to purchase the Vehicle, then the Lessee must pay the Lessor a disposition fee of \$_____ and any other charges for any damage to the vehicle that is not considered normal.

4. TITLE

The Lessor or its nominees, successors, or assigns shall have the title to the Vehicle at all times during the term of this Agreement. The Lessor also reserves the right to sell the Vehicle at any time during the term of this Agreement.

5. INSURANCE

The Lessee shall be responsible for maintaining insurance of the Vehicle that is acceptable to the Lessor. The insurance must cover the following:

- a. Fire, theft, and collision coverage, each with the actual cash value of the Vehicle and the maximum deductible of \$_____ and
- b. Liability insurance for each person and for each occurrence of bodily injuries or death, and for damage to property.

The Lessee shall indicate the Lessor as the "Loss Payee". The Lessee is also hereby requested to provide proof of the insurance to the Lessor. Failure of the Lessee to maintain the insurance will result in a default of this Agreement. The Lessee will also inform the Lessor in writing for any changes in the insurance policies or if it has been canceled.

6. FUEL

The Lessee hereby agrees to keep the Vehicle at full tank. The Lessee also hereby agrees to return the Vehicle in that condition.

7. DAMAGE, DESTRUCTION, OR LOSS OF VEHICLE

The Lessee shall be financially responsible in the event of damage, destruction, theft, or taking by any governmental authority of the Vehicle during the term of this Agreement. The Lessee shall also notify the Lessor in writing of such an event.

8. OWNER WARRANTY

The Lessor warrants that the Vehicle is in good condition and is free from any faults that may affect the performance of the Vehicle.

9. LESSEE WARRANTIES

The Lessee warrants the following:

- a. The Lessee shall not use the Vehicle for any purpose other than its intended purpose.
- b. The Lessee warrants that the Vehicle will be operated by a competent person and will not violate any law or regulation, and that the Lessee will be responsible for paying any fines incurred by the driver levied or sanctioned by the authorities upon the operation or use of the Vehicle.
- c. The Lessee indemnifies the Lessor of any fines or levies imposed.

10. MAINTENANCE AND REPAIRS

The Lessee shall be responsible for keeping the Vehicle in good condition and not misuse it. The Lessee also hereby agrees to pay for any repairs or servicing needed by the Vehicle with the exception of the normal wear and tear.

11. ASSIGNMENT

The Lessee will not have the right to assign or sublet the Vehicle to any other person without prior notice and consent of the Lessor.

12. LICENSES, TAXES, AND FEES

The Lessee hereby agrees to pay the licenses, fees, and other charges that come with the operation and use of the Vehicle as well as any taxes such as added sales tax, personal property tax, and other ad valorem tax and government charges on the Vehicle. The Lessee shall also reimburse the Lessor for any costs, fees, and charges paid for by the Lessor which is the financial responsibility and obligation of the Lessee.

13. INDEMNITY

The Lessor shall not be liable, under any circumstances, for any damage to property or person during the use and operation of the Vehicle and that all such claims shall be waived by the Lessee.

The Lessee shall also return the Vehicle to the Lessor in good condition as it was when it was received except for the reasonable wear and tear.

The Lessee shall also not hold the Lessor liable for any loss, damage, cost, or demand of any kind. The Lessee hereby agrees to defend the Lessor against any claims or actions at the Lessee's expense.

14. NOTIFICATION

The Lessor requires the Lessee to notify the Lessor of any accident or circumstance that may lead to a claim and to provide the Lessor with the specifics of it, including the identity of the driver, and any further information that may help the Lessor become aware of the circumstances of the incident.

15. TERMINATION

The Lessor may terminate this Agreement at any time on the grounds of the Lessee's failure to perform any of the obligations stipulated herein. The Lessor may also terminate this Agreement on grounds of non-payment by the Lessee. A written notice will be given to the Lessee to notify the termination of the Agreement within ____ days. Upon the termination of this Agreement, the Lessee must then return the possession of the Vehicle to the Lessor.

The Parties have agreed on the terms and conditions of this Agreement on the date written above.

Lessor

Lessee