**{{nickname}}**

**VEHICLE LEASE AGREEMENT**

  This agreement is entered into this day, {{begin\_time}} between

**Lessor:**

Name: Creekchariotcorp

Address: 2636 Walnut Hill Ln, Suit 311, Dallas, TX 75229

Email: creekchariotcorp@gmail.com

Phone: 619-974-7568

**Lessee:**

Name: {{renter}}

Address: {{address}}

Driving License Information: State: {{state}} Number: {{driving\_license}} Expiration Date: {{license\_expiration}}

Phone: {{phone}}

**1. RECITALS.**

WHEREAS, the Lessor is authorized to lease the Vehicle,

WHEREAS, the Lessor is desirous of leasing the Vehicle to the Lessee on such terms as are set out in this Vehicle Lease Agreement (the Agreement") and the Lessee is desirous of leasing the Vehicle from the Lessor on said terms,

WHEREAS, this Agreement is a lease only and Lessee will have no right, title, or interest in or to the Vehicle except for the use of the Vehicle as described in this Agreement,

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

**2. DESCRIPTION OF VEHICLE.**

The following vehicle ("the Vehicle") is the subject of this Lease Agreement:

|  |  |
| --- | --- |
| Make | {{make}} |
| Model | {{model}} |
| Color | {{color}} |
| Year | {{year}} |
| Body | Sedan |
| Mileage | {{odometer}} mil |
| License Plate | {{plate}} |
| VIN | {{vin}} |
| Insurance Company | {{insurance}} |
| Policy# | {{insurance\_number}} |
| Purpose | Personal Use Only for {{renter}} |

**2.1 REMOTE ENGINE CONTROL AND GPS MONITORING.** The Vehicle is equipped with a remote engine control system, allowing the Lessor to disable the engine remotely in the event of a breach of this Agreement, including but not limited to non-payment as outlined in Section 8. Additionally, the Vehicle is fitted with a GPS monitoring module, enabling the Lessor to track its location and usage for the purpose of ensuring compliance with the terms of this Agreement.

**3. AMOUNT DUE AT LEASE SIGNING.** Lessor and Lessee agree on the following amount due at lease signing, based on these terms:

|  |  |
| --- | --- |
|  |  |
|  | 1. A refundable security deposit shall be paid in the amount of $**{{deposit}}**. |

**4. LEASE PAYMENT.** As consideration of this lease, Lessee shall pay **{{sum}}** monthly on a month-to-month basis.

**5. Term.** This is a month-to-month lease agreement. Either party shall have the option to end the lease with 15 days of advanced written notice (email or personal text message will suffice). In the event of termination, Lessee agrees to return the vehicle to the Lessor by the specified date, and Lessor agrees to return any remaining security deposit to Lessee, subject to any withholdings specified in this agreement. Returning in advance of agreed date will not automatically entitle lessor to prorate the lease payment. For avoidance of doubt, if the Lessor does not receive a timely cancellation notice, the agreement automatically renews for another month.

{{discount}}

**6. FORM OF PAYMENT.** The monthly payments are to be made on the **{{payday}}** day of each month with the first payment due on the first payment day that occurs after the effective date of this lease. Payments may be made by cashier's check, money order, certified check, zelle, cash, or by any other means agreed upon by the Lessor and Lessee. Payments are to be paid to the Lessor at the address listed above, unless the parties agree that payment is to be submitted elsewhere.

**7. SECURITY DEPOSIT.** The Lessee shall pay a security deposit of $**{{deposit}}** at the time that this Lease is signed. This deposit will be returned to the Lessee at the termination of the Lease, subject to the option of the Lessor to apply it against Lease charges and damages. Any amounts refundable to the Lessee shall be paid at the time this Lease is terminated.

**8. LATE PAYMENT FEES.**

A late fee of $50.00 per day will be charged on all payments that are paid after the due date. If payment is not made within 5 days after the due date, the Vehicle will stop operating until the overdue payment is made.

**9. MILEAGE PERMITTED.** Lessee will be permitted to drive the Vehicle for a maximum of **{{limit}}** miles per month and be charged $0.15 per extra mile if the Vehicle is driven over the allotted amount of miles.

**10. Usage of the Vehicle.** The vehicle can be used for personal purposes only such as commuting to work or school. The Lessee cannot use the vehicle for commercial purposes such as Uber, Lyft, Door Dash and other similar applications. Usage of the vehicle for commercial purposes will constitute a material breach of this agreement.

**11.** **GAP LIABILITY NOTICE.** In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due upon early termination and the proceeds of your insurance settlement and deductible. THIS LEASE PROVIDES THAT LESSEE IS LIABLE FOR THE GAP AMOUNT.

**12. INSURANCE.** Lessee must maintain Automobile Liability Insurance in the form of any applicable bodily injury and property damage coverage, and collision and comprehensive insurance, as required by Texas state law (*with deductible no greater than $500.00 per claim*). Proof of insurance or the insurance card must be provided to the Lessor upon request. The Lessee is responsible for insuring the Vehicle based on its full value. Creek Chariot Corp will be named as the registered owner and as "Additional Insured" and loss payee in the insurance policy. **Driving the vehicle without insurance coverage shall constitute a material breach of this agreement.**

**13. EXCESSIVE WEAR AND USE.** Lessee may be charged for excessive wear based on Lessor's specifications and generally accepted standards for normal use. Excessive wear and tear include, but is not limited to: damaged glass, damaged body panels, lights, fenders, paint, smoking in the vehicle, dysfunctional accessories, extremely worn tire tread, any damage to the interior, and any mechanical damage that interferes with the safe and lawful operation of the vehicle.

**14. NOTICE.** All notices required or permitted under this Lease shall be deemed delivered when delivered in person or by email or mail, postage prepaid, addressed to the appropriate party at the address shown for that party at the beginning of this Lease.

**15. ASSIGNMENT.** The Lessee shall not assign, transfer, or sublet any of its obligations, rights, or interest under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without prior written consent of the Lessor.

**16. TERMINATION.** If Lessee fails to pay any amount due under this agreement or to comply with any of the covenants contained in this Agreement, Lessor may terminate this agreement immediately and exercise any remedies under applicable law.

**17. EVENT OF DEFAULT.** The Lessee will be in default if the Lessee fails to make a monthly payment on the due date, the Lessee has misrepresented personal or financial information, the vehicle is damaged or is beyond repair, the vehicle is not returned at the end of the lease term, Lessee fails to maintain vehicle insurance as required, or Lessee breaches any other term of this lease.

**18. VEHICLE RETURN.** At the end of the lease the vehicle must be returned to the care of Lessor. Lessee shall pay any applicable end-of-lease costs. The vehicle must be returned clean and with the same level of fuel tank. The Lessor will charge $50.00 cleaning fee for dirty vehicles and $200.00 charge for smoking inside of the vehicle.

**19. COSTS, EXPENSES, FEES, and CHARGES.** Lessee agrees to pay all fines, tickets, toll charges or penalties incurred in connection with the operation of the vehicle during the term of this agreement.

**20. MAINTENANCE.**

Lessor agrees, at its expense, to maintain the vehicle in good condition, repair maintenance, and running order. The Lessor shall be responsible for all expenses that result as a part of the normal wear and tear of the automobile. Lessee agrees to bring the vehicle for scheduled maintenance once requested by the Lessor. If the oil change is not made in time and exceeds 500 miles, the security deposit will be kept towards wear and damage. Lessee agrees not to conduct any maintenance on the vehicle without Lessor’s express permission.

**21. SEVERABILITY.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and the parties will amend this Agreement to give effect to the stricken clause to the maximum extent possible.

**22. RISK OF LOSS.**

Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to, or destruction of the Vehicle from any cause whatsoever. In the event of such occurrence to a vehicle, Lessee shall give Lessor prompt notice of the occurrence and thereafter will place the Vehicle in good repair, condition, and working order. In case of an accident, the $**{{deposit}}** deposit will be used towards the deductible.

**23. ACCEPTABLE DRIVERS, LIMITATIONS, and MODIFICATIONS TO THE VEHICLE.** The Vehicle is not to be operated by any other driver other than the Lessee. Lessee agrees that it will not drive the vehicle outside of the state of Texas. Any exceptions can only be made upon Lessor's prior written consent. Any modifications or cosmetic additions to the Vehicle are not permitted and shall constitute automatic forfeiture of the deposit, in addition to expenses associated with restoring the vehicle to its original state.

**24. WAIVER.** The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

**25. WARRANTIES.** The Vehicle herein is in an "as is" condition and Lessor has not made, and does not hereby make, any representation, warranty or covenant expressed or implied with respect to the condition, quality, durability, capability, or suitability of the Vehicle or against any patent or latent defects therein.

**26. TERMINATION.** The lease can be terminated by either party with at least 15 (fifteen) days advance notice. If the Lessee in a material breach of this agreement, the Lessor can terminate this agreement immediately, upon which the Lessee must return the vehicle to the Lessor.

**27. INSPECTION.** Lessor and Lessee acknowledge that the Vehicle has been inspected and the Lessee accepts the Vehicle as being in good condition, not including manufacturer's defects.

**28. ENTIRE AGREEMENT AND MODIFICATION.** This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties.

**29. INDEMNIFICATION.** Lessee agrees to indemnify and hold harmless the Lessor from any loss; shall keep the Vehicle free from encumbrances, fines, liens, claims and expenses resulting from the maintenance and use of the vehicle.

**30. ARBITRATION.** Any controversy or claim relating to this Lease, including the construction or application of this lease, will be settled by binding arbitration under the rules of the American Arbitration Association, or similar dispute resolution service, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

**31. GOVERNING LAW.** This Lease shall be construed in accordance with the laws of Texas.

**32. SIGNATORIES.** This Agreement shall be executed by {{renter}} by Denis Kokozov, on behalf of Creekchariotcorp. This Agreement shall be effective as of the date mentioned above:

**33. SMS Consent and Notification Agreement**

☐ I agree to receive SMS notifications from DESI CARS regarding payment reminders, scheduled maintenance, and other important rental-related updates. This consent is required to receive SMS messages related to your rental.

Note: If this box is not checked, DESI CARS will not send SMS messages.

DESI CARS is a brand name operated by Creekchariotcorp.

Privacy Policy and Terms: https://desicarscenter.com/policy

**LESSEE:**

|  |  |
| --- | --- |
|  |  |
| By: s\_Af\_The\_Lessee\_Name\_ | Date: d\_Af\_The\_Lessee\_Date\_ {{begin\_time}} |

\_\_{{signature}}\_\_\_

**LESSOR:**

|  |  |
| --- | --- |
|  |  |
| By: s\_Af\_The\_Lessor\_Name\_ | Date: d\_Af\_The\_Lessor\_Date\_ {{begin\_time}} |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_