

# VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement (the "Agreement") is entered into on \_\_\_\_\_ (the "Effective Date") by and between:

## LESSOR:

(the "Lessor"),

Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Representative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email/Phone number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## LESSEE:

(the "Lessee"),

Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Representative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email/Phone number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBJECT OF THE AGREEMENT.** This Agreement outlines the terms and conditions for the lease of the Vehicle, which are described as follows:

- **Make and model:** \_\_\_\_\_
- **Color:** \_\_\_\_\_
- **Year:** \_\_\_\_\_
- **License plate:** \_\_\_\_\_
- **Type:** \_\_\_\_\_
- **Mileage:** \_\_\_\_\_

The Vehicle shall be handed over to the Lessee on \_\_\_\_\_ (the "Delivery Date")  (choose if the Vehicle Acceptance Act is required) by signing the Vehicle Acceptance Act (Annex A) by both Parties.

The lease term (the "Lease Term") starts on the Delivery Date and shall continue: (choose one)

- until \_\_\_\_\_ (the "End of the Lease Term").
- on a monthly basis until the Parties decide to terminate the Lease Agreement (the "End of the Lease Term").

**PAYMENT TERMS AND PROCEDURE.** The Lessee shall make: (choose one)

- a fixed lease payment to the Lessor of \$\_\_\_\_\_ (the "Lease Fee") for the duration of this Agreement.

The Lease Fee is due within \_\_\_\_\_ days after the Delivery Date (the "Due Date").

- a monthly lease payment to the Lessor of \$\_\_\_\_\_ (the "Lease Fee") for each month of the

Lease Term. The monthly Lease Fee shall be payable on the \_\_\_\_\_ day of each month commencing from the Delivery Date. If the payment date falls on a weekend or holiday, the payment is due on the next business day.

**LATE PAYMENTS.** If the Lessee fails to make any payment on time, a late fee of \_\_\_\_\_ per day shall be charged until the Lessor receives the Lease Fee.

In addition to the Lease Fee, the Lessee shall pay the Lessor the **Acquisition fee** of \$\_\_\_\_\_ upon signing the Agreement. The acquisition fee covers administrative and processing costs related to the purchase of the Vehicle. The acquisition fee is non-refundable and cannot be used to offset the lease or other payments.

In addition to the Lease Fee, the Lessee shall pay the Lessor the **Disposition fee** of \$\_\_\_\_\_ (the "**Disposition Fee**"). The Disposition Fee is designated to account for expenses related to the inspection, processing, and disposal of the Vehicle at the End of the Lease Term.  The Lessor has the right to waive the Disposition Fee if the Lessee chooses to lease another vehicle or purchases this or another vehicle from the Lessor at the End of the Lease Term.

In addition to the Lease Fee, the Lessee shall pay the Lessor the \$\_\_\_\_\_ as a security deposit (the "**Security Deposit**"). The Security Deposit shall be returned to the Lessee after the End of the Lease Term, provided that the Lessee has complied with all the terms and conditions of this Agreement.

Payment method: \_\_\_\_\_  
(Cash/Check/ACH/PayPal/etc.)

**MILEAGE PAYMENT.** The Lessee undertakes to keep the mileage of the Vehicle below the  daily  weekly  monthly  annual limit of \_\_\_\_\_ miles (the "**Mileage Limit**"). The Lessee shall pay the Lessor an excess mileage fee of \$\_\_\_\_\_ for each mile driven in excess of the  daily  weekly  monthly  annual Mileage Limit (the "**Mileage Fee**") as set forth in this Agreement. The excess Mileage Fee is payable at the End of the Lease Term. If the Lessee extends the Lease Term, the Lessor shall adjust the Mileage Limit and the Mileage Fee accordingly.  The Lessor may require the Lessee to provide mileage reports at reasonable intervals during the Lease Term.

**INSURANCE.** The  Lessor  Lessee is required to obtain comprehensive and collision insurance for the Vehicle. The insurance policy shall include the Lessor as an additional insured and the recipient of the insurance indemnity. The  Lessor  Lessee must provide the other party with proof of insurance coverage after signing this Agreement. In the event of any insured events, the Lessee shall immediately notify the Lessor and cooperate in processing the claim.

**LIABILITY AND INDEMNIFICATION.** The Lessee is responsible for the safe and proper operation of the Vehicle and is obliged to comply with all laws and regulations regarding the use of the Vehicle. The Lessee agrees to indemnify and hold harmless the Lessor from any claims, losses, costs, expenses, and liabilities arising from the use, operation, or possession of the Vehicle by the Lessee. The Lessor is responsible for the condition of the Vehicle at the time of its transfer to the Lessee. The Lessor agrees to indemnify and hold the Lessee harmless from any claims, losses, costs, expenses, and liabilities arising from the Lessor's failure to fulfill this obligation. The indemnification obligations under this section shall remain in effect after the termination of this Agreement. Any Party seeking indemnification under this section shall promptly notify the other Party of

the claim and cooperate in the defense of the claim. The Party responsible for indemnification shall have the right to assume control of the defense and settlement of any claim, bearing all associated expenses.  The Lessor shall not be liable to the Lessee or any third party for any indirect, incidental, special, or consequential damages arising from the Lessee's use or possession of the Vehicle, including but not limited to loss of profit or loss of use.

**PURCHASE OPTION.** At the End of the Lease Term, the Lessee has the right to purchase the Vehicle from the Lessor for \$\_\_\_\_\_ (the "**Purchase Price**"). The Purchase Price shall be paid by the same method specified for Lease Fee payment. The Lessee must provide a written notice outlining the Lessee's intention to purchase the Vehicle no later than \_\_\_\_\_ days before the End of the Lease Term. Failure to give timely notice shall result in the automatic termination of the purchase option. The Lessee acknowledges that the Vehicle is purchased in "as is" condition at the End of the Lease Term, without any warranties or representations from the Lessor regarding its condition, suitability for use, or presentation. Upon payment of the Purchase Price, the Lessor transfers the ownership of the Vehicle to the Lessee. The Lessor Lessee shall be responsible for all costs associated with the transfer of ownership, including but not limited to any applicable taxes, registration fees, and title fees. If the Lessee fails to pay the Purchase Price or breaches any other obligations under this Agreement, the Lessor may pursue all available legal or equitable remedies, including but not limited to the repossession of the Vehicle.

**NOTICE.** Any notice or communication required to be given under this Agreement shall be deemed duly given if delivered personally or sent by registered mail, return receipt requested to the address set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing, or to emails set forth in the opening paragraph. Either Party may change the registered mail or email address for receipt of notices by giving written notice to the other Party.

**TERM AND TERMINATION.** This Agreement shall commence on the Effective Date and shall: (*choose one*)

- continue until the End of the Lease Term** unless terminated earlier in under the terms of this Agreement. The Agreement may be extended by mutual written consent of the Parties in accordance with the terms and conditions outlined herein unless otherwise agreed by the Parties.
- automatically renew on a month-to-month basis** unless terminated earlier under the terms of this Agreement.

This Agreement may be terminated at any time by mutual written consent of the Parties.

If the Lessee does not fulfill obligations, including but not limited to non-payment of the Lease Fee for \_\_\_\_\_ days or other payments due under this Agreement, failure to maintain insurance coverage, or violation of any other term or condition of this Agreement, the Lessor may terminate this Agreement and return possession of the Vehicle without giving the Lessee prior notice.

The Lessee may terminate this Agreement before the End of the Lease Term by providing written notice \_\_\_\_\_ days in advance by paying all amounts and any other applicable fees due under this Agreement.

Upon termination of this Agreement, the Lessee shall immediately return the Vehicle to the Lessor.

**RETURN OF THE VEHICLE.** Upon the expiration or early termination of this Agreement, the Lessee is obliged to return the Vehicle to the Lessor in good condition (the "**Good Condition**"), except for reasonable wear and tear. The Lessee shall be responsible for all damages to the Vehicle that are not attributed to normal wear and tear or covered by insurance, as well as for any missing parts or accessories.

The Vehicle must be returned to the place specified by the Lessor unless the Parties have agreed otherwise in writing. The Lessor has the right to inspect the Vehicle upon its return.

If the Lessee does not return the Vehicle to the Lessor upon the expiration or early termination of this Agreement, the Lessor may take any legal action necessary to regain possession of the Vehicle and recover any outstanding amounts owed under this Agreement. These include but are not limited to lease payments, late fees, and compensation for any losses incurred by the Lessor due to the failure to return the Vehicle.

- The return of the Vehicle shall be carried out in accordance with the Vehicle Acceptance Act.
- The Lessee may request a pre-return inspection of the Vehicle at least \_\_\_\_\_ days before the End of the Lease Term. The Lessor is obliged to conduct the inspection and provide the Lessee with a written report on the condition of the Vehicle. The Lessee may use this report to make necessary repairs or adjustments before returning the Vehicle to the Lessor.
- Before returning the Vehicle, the Lessee must remove all personal belongings, including but not limited to removable audio and video equipment, mobile phones, and personal accessories.
- The Lessor may provide the Lessee with additional instructions or requirements for the return of the Vehicle, which the Lessee is obligated to follow.

**MAINTENANCE.** The Lessor Lessee shall be responsible for the current maintenance and repair of the Vehicle, including those caused by the Lessee's negligence. The Lessor Lessee is obliged to maintain the Vehicle in compliance with the manufacturer's recommendations, timely perform all necessary maintenance work, and cover associated expenses. The Lessor Lessee must keep accurate records of all maintenance and repair work and provide them to the Lessor Lessee upon request.

**RESTRICTIONS AND ACCEPTABLE DRIVERS.** The Lessee:

- shall not permit any person to drive the Vehicle.
- shall not permit any person to drive the Vehicle except for the following drivers:

1: \_\_\_\_\_

2: \_\_\_\_\_

3: \_\_\_\_\_

The Lessee represents and warrants that all drivers listed herein possess valid driver's licenses and are authorized to drive the Vehicle in the United States of America.

- The Lessee shall be liable for any damage or loss resulting from the use of the Vehicle by any individual other than the approved driver.

- The Lessee shall not use the Vehicle for unlawful purposes or in violation of any applicable laws or regulations.
- The Lessee shall adhere to speed limits and operate the Vehicle in a safe and responsible manner.
- The Lessee acknowledges that the Vehicle is equipped with a speed control device, which shall be used to monitor the speed of the Vehicle.
- The Lessee acknowledges that the Vehicle is equipped with a tracking device that shall be used to monitor the location of the Vehicle.
- The Lessee shall not use the Vehicle for racing, towing, or off-road driving unless permitted by the manufacturer's specifications.
- The Lessee shall not make any modifications to the Vehicle without obtaining prior written consent from the Lessor.

**WARRANTIES.** The Lessor warrants being the legal owner of the Vehicle and having the right to lease it to the Lessee. The Lessor does not provide any other warranties, whether express or implied, regarding the Vehicle, including any warranties of merchantability or fitness for a specific purpose. The Lessee acknowledges that the Vehicle has been inspected and accepted in its current state at the time of delivery (the "**Present Condition**"), except for normal wear and tear. The Lessee further acknowledges that the Lessor has not provided any representations or warranties regarding the condition, quality, or fitness of the Vehicle for the Lessee's intended use.

**FORCE MAJEURE.** Neither Party shall be liable for any failure to perform or delay in performing the obligations under this Agreement if such failure or delay is caused by events of force majeure, including but not limited to acts of God, war, terrorism, strikes, lockouts, labor disputes, pandemics, governmental regulations, or any other similar causes beyond the reasonable control of the affected Party.

In the case of force majeure, the affected Party shall immediately notify the other Party in writing and provide reasonable proof of the cause of the delay or inability to perform the obligations. The Party affected by force majeure shall endeavor to mitigate the consequences of such circumstances and resume the performance of obligations as soon as possible after the circumstances cease to exist.

If the force majeure circumstances last more than \_\_\_\_\_ days, either Party may terminate this Agreement by giving written notice to the other Party. In this case, neither Party shall be liable to the other Party for any damages arising from the termination of this Agreement.

**GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, and any disputes arising out of or in connection with this Agreement shall be exclusively resolved by the courts of the State of \_\_\_\_\_.

**SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect its validity or enforceability.

**BINDING EFFECT.** This Agreement shall be binding on the Parties and their respective successors and assigns.

**WAIVER.** The failure of any party to enforce a particular provision of this Agreement shall not constitute a waiver of their right to enforce that provision in the future.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous agreements, understandings, negotiations, or discussions, whether oral or written, relating to the subject matter of this Agreement. Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

**AMENDMENTS.** This Agreement may be amended or modified only by a written agreement signed by both Parties. Any amendments to this Agreement shall be binding only if they are in writing and signed by both Parties.

**ANNEXES.** Any annexes, appendices, schedules, and exhibits to this Agreement are integral parts of this Agreement. In case of any inconsistencies between the provisions of the main body of this Agreement and its Annexes, the provisions of the main body of this Agreement shall prevail.

**ADDITIONAL TERMS:** \_\_\_\_\_

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**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**Lessor's Name and Signature:** \_\_\_\_\_

**Lessee's Name and Signature:** \_\_\_\_\_

**ANNEX A**

**VEHICLE ACCEPTANCE ACT**

**to the Vehicle Lease Agreement dated \_\_\_\_\_**

**LESSOR:**

(the “**Lessor**”),

Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Representative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email/Phone number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LESSEE:**

(the “**Lessee**”),

Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Representative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email/Phone number: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Parties confirm that the Lessor has transferred and the Lessee has accepted the following Vehicle:

- **Make and model:** \_\_\_\_\_
- **Color:** \_\_\_\_\_
- **Year:** \_\_\_\_\_
- **License plate:** \_\_\_\_\_
- **Type:** \_\_\_\_\_
- **Mileage:** \_\_\_\_\_

This Vehicle Acceptance Act is an integral part of the Vehicle Lease Agreement dated \_\_\_\_\_.

**Lessor's Name and Signature:** \_\_\_\_\_

**Lessee's Name and Signature:** \_\_\_\_\_