



Customer#: \_\_\_\_\_

Contract # \_\_\_\_\_

#### LEASE AGREEMENT

This lease entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Golf & Electric Vehicles, Inc., hereinafter called "LESSOR", and Lee County whose address is 1500 Monroe Street 4<sup>th</sup> Floor, Fort Myers, FL 33901 and phone number is 239-533-8856, hereinafter called "LESSEE", its successors and assigns. Vehicle or Vehicles will be located at, (TBD).

#### WITNESSETH:

1. For and in consideration of the mutual promises and agreements, and the rent reserved for herein, the LESSOR hereby leases to LESSEE and the LESSEE hereby leases from LESSOR the vehicle(s) set forth in paragraph 2 hereof, upon the terms and conditions herein set forth.
2. Description of the Vehicle(s) hereinafter referred to as the "Vehicle(s)":
  - Description: (TBD)
  - Serial number: (TBD)
3. LESSEE guarantees that this lease is for a minimum (TBD) beginning on or about (TBD), and ending on (TBD). The lease may be extended on a similar basis at the rate indicated below.
4. LESSEE agrees to pay LESSOR a fixed rental of (TBD) DOLLARS. (\$00), (TBD), per vehicle, and a delivery/pick-up charge of \$00, plus sales tax, payable in advance the first of each rental month, with the first month's payment due on or before delivery of the Vehicle(s). **If applicable.** All payments shall be made to LESSOR at 17051 Unit#1 Jean St., Fort Myers, FL 33967, or as otherwise directed by LESSOR in writing, and shall not be deemed to have been made until actually received by LESSOR.
5. LESSEE agrees that LESSEE shall bear all risk of loss or damage to the Vehicle(s) from any cause whatsoever and that the LESSEE will, upon expiration or termination of this lease, return all said Vehicle(s) to LESSOR in good working order, ordinary wear and tear excepted.
6. To the extent permitted by section 768.28, Florida Statutes, LESSEE agrees to defend, indemnify, and hold harmless LESSOR, its successors and assigns, and its agents, servants, and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, asserted by third parties for bodily injuries, death or physical property damage, to the extent caused by LESSEE's negligent acts or omissions or willful misconduct.
7. LESSEE shall be responsible for routine maintenance including, but not limited to,
  - a) For electric Vehicles(s): Charging the Vehicle(s) and maintaining proper battery water levels.
  - b) For gas Vehicle(s): Maintaining proper oil level, and supplying a clean source of regular non-leaded gasoline for filling of the Vehicle(s). This includes any modification by LESSEE of the governor or throttle cable to increase the speed.
  - c) For all Vehicle(s): Maintaining proper tire pressure, changing flat tires, and keeping the Vehicles clean and orderly. Repair expense caused by abuse or negligent operation, or use of the Vehicle(s) for other than intended purposes, will be the responsibility of the LESSEE.
8. LESSOR shall perform maintenance and repairs of normal wear items as needed at no additional charge to LESSEE. Repair of flat tires due to normal wear is included; repair of flat tires due to abuse or puncture is not included and a charge will result to LESSEE.
9. LESSEE assumes responsibility for the safe housing for the Vehicle(s) indoors or under suitable cover. Ignition keys are to be removed from the Vehicle(s) when not in use. If the Vehicle(s) is electric, LESSEE shall provide enough electrical outlets for the proper charging of the batteries that are a part of the Vehicle(s) and LESSEE agrees to pay all costs of electricity.

10. Title to said Vehicle(s) (including chargers) shall, at all times, be and remain the sole and exclusive property of the LESSOR. LESSEE shall use the Vehicle(s) at the following address and may not remove the Vehicle(s) from the premises of the location below without permission of the LESSOR:

(TBD)

11. LESSEE shall, at its own expense, keep the Vehicle(s) fully insured or self-insured against loss, theft, damage, fire, destruction and vandalism, and public liability. LESSEE will provide a certificate of insurance to the LESSOR; and all such policies shall provide that the coverage there under may not be terminated without thirty (30) days prior written notice to LESSOR.
12. If LESSEE fails to pay when due any rent or other amount required under this lease, LESSEE shall pay to LESSOR a service charge of 5% of each delinquent amount, or \$10.00, whichever is greater, plus interest from the due date until paid at the rate of 1.5% per month. In the event of any litigation to collect the rent due hereunder, or to enforce any provision hereof, or arising out of the interpretation of any provision hereof, the prevailing party shall be entitled to a reasonable attorney's fee, including appellate fees.
13. LESSOR shall have the right, without judicial process, to withdraw the Vehicle(s) for default, insolvency, bankruptcy or failure to pay any rental payment promptly when due, whereupon LESSOR can enter the premises of LESSEE to take possession. In the event of such circumstances, LESSEE shall not be relieved of liability of past-due payments or other obligations under this lease agreement and shall pay to LESSOR all damages, which are agreed to be and shall be the total amount of all lease payments for the full term of the lease. LESSEE acknowledges that LESSOR may from time to time withdraw the Vehicle(s) for maintenance under this Agreement.
14. LESSEE agrees to collect and pay all Waste Disposal Fees payable under the laws governing the LESSEE's particular location, and hereby waives any responsibility of LESSOR to do so.
15. LESSOR shall have the right to assign this contract or mortgage Vehicle(s) without notice. LESSEE shall not have the right to assign this lease without the written consent of LESSOR.
16. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.

IN TESTIMONY whereof, witness the signatures of the parties this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

GOLF & ELECTRIC VEHICLES, INC.

LESSOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

sdempsey@gevehicles.com

\_\_\_\_\_  
LESSEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

17051 JEAN ST. UNIT#1 • FORT MYERS, FL. 33967 • 239-267-8555 FAX 239-267-9621  
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