**APPENDIX** **Number**

**STATE OF IDAHO**

**VEHICLE LEASE AGREEMENT**

(*executed upon contract award*)

The State of Idaho, by and through its statutory agent, the Administrator, Division of Purchasing, on behalf of the Requisitioning Agency ("Lessee"), enters into this Vehicle Lease Agreement ("Lease") with the vendor ("Lessor") whose name and address are provided on **Exhibit A**.

**1 LEASED VEHICLES:** Lessor agrees to lease the vehicles listed in **Exhibit B** upon an individual vehicle basis, to be delivered as provided in **Exhibit C**; in good condition completely serviced for immediate use by Lessee, in compliance with the vehicle specifications (including manufacturer’s warranty) set forth in **Exhibit D**. Titles to Leased Vehicles will remain in Lessor’s name at all times. Lessee will be responsible for licensing and registration of Leased Vehicles.

**2** **TERM and RENEWALS**: The term of this Lease Agreement (“Lease Term”) is provided in **Exhibit E**. Annual renewal options will be exercised by written notice to Lessor provided no later than thirty (30) days prior to conclusion of the then current Lease Term.

**3** **LEASE COST**: The Lease Cost for each Leased Vehicle is provided on **Exhibit B**.

**4** **PAYMENT**: Lessee will make monthly payments to Lessor by government voucher, at the address provided by Lessor, on a recurring date agreed to by the parties. The obligation to make payments on a Leased Vehicle will begin after delivery and acceptance by Lessee. Late payment by the State of Idaho shall not constitute grounds for default; however, invoices remaining unpaid in excess of thirty (30) calendar days from the due date may be subject to a late charge of five percent (5%) of the amount due.

**5** **MODIFICATIONS TO VEHICLE SCHEDULE**: Lessee may terminate the lease of an individual vehicle listed in **Exhibit B** at any time during the Lease Term, without affecting the remaining leased vehicles, as follows:

5.1 Lessee must provide Lessor with at least thirty (30) calendar days’ notice of its intent to terminate.

5.2 Lessee must be current on all payments applicable to the vehicle.

5.3 Lessee must return the vehicle to Lessor at an agreed upon location (within the State of Idaho), in “average market condition,” ordinary wear and tear excepted.

**6** **REPLACEMENT VEHICLES**: After termination of an individual vehicle lease, Lessee may require lessor to provide a comparable vehicle as a replacement, as follows:

6.1 Lessor shall deliver the replacement vehicle to Lessee at Lessee’s place of business on the date designated by Lessee.

6.2 The replacement vehicle shall have comparable mileage, accessories, and tires (quality and remaining tread) as the terminated Vehicle (at the time returned to Lessor).

6.3 The replacement vehicle shall substantially conform in all other respects, ordinary wear and tear excepted, to the terminated vehicle, as per original specifications.

6.4 The replacement vehicle shall be delivered to Lessee completely serviced, free from defect and in all respects prepared for the use for which the vehicle is intended.

6.5 The term of the lease for the replacement vehicle will be for the remainder of the original lease for the terminated vehicle.

6.6 The lease of the replacement vehicle will in all other respects be governed by the terms of the original lease.

**7 RESPONSIBILITIES OF LESSEE:**

7.1 Lessee will maintain the Leased Vehicle(s) in as good condition as when received, ordinary wear and tear or defect excepted.

7.2 Lessee will be responsible for all labor and repairs except to the extent the same are covered by the required manufacturers’ warranty (**Exhibit D**).If repair by Lessor of warranty items extends in time beyond 72 hours from the date of notification by Lessee, Lessor agrees to provide comparable replacement vehicle(s) to Lessee at no additional charge until the leased vehicle(s) are repaired and returned to Lessee. Lessee shall report to the Lessor any abnormalities of operation or defects, as well as all accidents involving the vehicle(s), within 120 hours after Lessor has knowledge of the issue.

7.3 Lessee will permit Lessor to inspect the vehicle(s) at all reasonable times, upon notice to Lessee.

7.4 Lessee will maintain in force and pay the premiums thereon for a policy of insurance covering comprehensive fire, theft and collision, with total loss payable to Lessor. All Public Liability coverage for the Lessee Individually (with limits of $100,000/ $300,000 bodily injury and $100,000 property damage) shall be secured by Lessee. Lessee shall furnish Lessor satisfactory evidence of such insurance coverage, upon request. All such insurance shall protect, as their interests may appear, the Lessor, the Lessee, any other person having an interest in the vehicle(s), and any person responsible for the use or operation of the vehicle(s).

7.5 Lessee will keep the vehicle(s) free from any and all liens for claims and shall not permit any act which may cause Lessor’s title to be encumbered.

7.6 Lessee will not assign this lease without Lessor's written consent.

7.7 Lessee will be responsible for any damage to the vehicle(s) caused by Lessee's negligence or misuse of same.

7.8 Lessee will return the vehicle(s) to the original point of delivery and acceptance, or other mutually agreed upon location, upon expiration of the Lease.

**8** **ENTIRE AGREEMENT and ORDER OF PRECEDENCE:**

8.1 This Lease, with the State's Request for Quotation (RFQ), Invitation To Bid (ITB) or Request for Proposal (RFP) (and all incorporated documents, including the State’s Standard Terms and Conditions), the Vendor's response (to the extent it is not in conflict with the specifications and Exhibits A through E inclusive), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiation, representations, commitments, and all other communications between the parties. It may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

8.2 In the event of any conflict, the following order of precedence is established:

 8.2.1 This Lease Agreement

 8.2.2 The State of Idaho Purchase Order

 8.2.3 The Original Solicitation Document (RFQ, ITB or RFP with all incorporated documents)

 8.2.4 Lessor’s submittal response to the Original Solicitation Document

Lessor Lessee

Signature Signature

Date: Date:

**EXHIBIT "A"**

Lessor Name and Address: Requisitioning Agency’s (Lessee) Name and Address:

Vehicle(s) Leased:

**EXHIBIT "B"**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| YEAR | MAKE | MODEL | VINAs provided on forms issued by Lessor at time of delivery and incorporated into this agreement | Monthly Payment | Excess Mileage Charge (over \_\_\_ miles) |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**EXHIBIT "C"**

Delivery Date: On or Before

**EXHIBIT "D"**

Specifications (list or attach): Specifications, if not attached or otherwise described, are those stated in the quote documents and are incorporated by reference.

Manufacturer Warranty (attach): This document will be provided by the Lessor with each vehicle(s) under this Agreement and is made a part of this Agreement.

**EXHIBIT "E"**

Lease Term: Number months