

LEASE AGREEMENT

LEASE DATE: JANUARY 1, 2011

LESSOR NAME AND ADDRESS:

LESSEE NAME AND ADDRESS:

NEW ENGLAND POLICE VEHICLE
LEASING CORP.
17 LAFAYETTE RD
NORTH HAMPTON, NH 03862

SAMPLE – POLICE DEPARTMENT

BY SIGNING THIS LEASE AGREEMENT, THE LESSEE LEASES FROM THE LESSOR THE FOLLOWING EQUIPMENT UNDER THE AGREEMENTS IN THIS LEASE AGREEMENT.

EQUIPMENT DESCRIPTION

<u>QTY</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>MOTORCYCLES EQUIPPED WITH:</u>
1	2011	H-D	FLH**	FRONT STROBE LIGHTS (BLUE) SIREN REAR STROBES OR PURCHASED EQUIP.
	VIN	# 1HD1*****		

USE: POLICE

SECTION 1

INSURANCE: The Lessee must insure the motorcycle for the term of this Lease Agreement. This insurance will be in the name of the Lessee and must name the Lessor as additional insured, for both liability and physical damage insurance. The Policy will include comprehensive, fire, theft with a deductible amount of not more than \$250, and liability insurance with limits of not less than \$250,000 for any one person, for bodily injury or death, and \$100,000 for property damage. Such insurance shall provide for not less than ten (10) days written notice of CANCELLATION to both loss Payee and Lessor. If (1) by prior agreement, or, (2) By cancellation of Lessee's insurance. If the Lessor has to buy the insurance, the Lessee must pay back to the Lessor the cost of the insurance). The Lessee must still pay rent for the vehicle during the term of this Lease Agreement, even in the event, the vehicle is lost, damaged, or destroyed.

VEHICLE MAINTENANCE AND OPERATING COSTS: The Lessee will provide and pay for all gas, oil and other necessary fluids for the vehicle, as well as keeping the vehicle in good order and seeing to all needed, but minimum maintenance set forth as follows:

- 1.) Factory scheduled maintenance starting at 500 miles; 2,500 miles and thereafter every 2,500 miles in accordance with the recommended factory maintenance schedule program and by a factory authorized Harley-Davidson dealer.

(Maintenance can be included with the lease at the following rates)

1,000 mile maintenance	\$ 325.00, per vehicle
2,500 mile maintenance	\$ 144.00, per vehicle
5,000 mile maintenance	\$ 325.00, per vehicle

The Lessee agrees to have services and/or repairs to the vehicle performed by New England Police Vehicle Leasing, Inc., except in such circumstances as New England Police Vehicle Leasing, Inc. is unable to perform said services and/or repairs and the Lessee has been so informed. The lessee shall also be responsible for all damages to the motorcycle not considered normal wear and tear. This will include, but is not limited to, dents in painted parts and concealed damages.

RETURN OF THE VEHICLE: At the end of this Lease Agreement, the Lessee will return the vehicle to Lessor's address shown above or to such other place as the Lessor may direct, unless Lessee purchases the vehicle under the provisions of this Lease Agreement. If Lessee keeps possession of the vehicle past the expiration of the Lease Agreement term, the Lessee shall continue to pay the monthly payments as specified in this Lease Agreement. However, specific arrangement should be made within a (30) thirty-day period. The Lessee shall also pay the Lessor any damages, which the Lessor may be due, because the Lessee failed to return the vehicle or make proper arrangements at Lease Agreement End.

SECTION II

1.) TERM OF LEASE AGREEMENT:

January 1, 2011 through December 31, 2011.

Total amount of Lease **per unit**, - \$ Per Attached Pricing Letter

2.) PAYMENT SCHEDULE OPTION: (Please check payment option box)

- | | | |
|----------------------------|-------------|--------------------------|
| A. Annual | \$ *,***.00 | <input type="checkbox"/> |
| B. Semi-Annual | \$ *,***.00 | <input type="checkbox"/> |
| C. (7) Monthly Payments of | \$ ***.00 | <input type="checkbox"/> |

3.) Terms of Payment will be acknowledged with the signing of the Lease.

4.) LATE CHARGE: The Lessee will pay a late charge on each payment that is not made within ten (10) days of the agreed upon due date. The **late charge** is five percent (5%) of the payment.

SECTION III

TERMINATION:

This Lease Agreement shall terminate when all three of the following have been accomplished:

- 1.) THE LEASE AGREEMENT TERM HAS ENDED.
- 2.) THE VEHICLE HAS BEEN RETURNED.
- 3.) ALL AMOUNTS OWED TO LESSOR HAVE BEEN PAID.

DEFAULT: If the Lessee fails to make the payment under this Lease Agreement when it is due, or if the Lessee fails to keep any other agreement in this Lease Agreement, the Lessor may terminate this Lease Agreement and take back the equipment. The Lessor may go onto the Lessee's property to retake the vehicle. Even if the Lessor retakes the vehicle, the Lessee must still pay at once the monthly payments for the rest of the Lease Agreement Term and any other amounts that the Lessee owes under this Lease Agreement, in excess of what the Lessor would have invested in the equipment at the end of the Lease Agreement Term. The Lessee must also pay all expense paid by the Lessor to enforce the Lessor's right under this Lease Agreement, including reasonable attorney's fees as permitted by the law and damaged caused to the Lessor because of Lessee's default.

TAXES: The Lessee will pay all sales, use, excise, and other taxes and all fees and charges that are levied on the vehicle during the term of this Lease Agreement. The Lessee will also pay all taxes that are charged to the Lessor by reason of the Lessor's interest in the vehicle, except for income taxes.

REGISTRATION: The vehicle will be registered to the Lessee. The Lessee will be responsible for all registration costs.

TITLE: This vehicle will be titled in the name of the Lessor.

VEHICLE USE: The Lessee will obey all laws in using the vehicle. The Lessee will not, without written permission from Lessor, use the vehicle in a state other than the state where it was first titled and registered for more than thirty (30) days. The Lessee shall not place a sign or mark on the vehicle unless Lessor agrees to it. If the Lessor agrees, Lessee will pay to remove it at the end of the Lease Agreement.

INDEMNITY: To the extent permitted by law, the Lessee will indemnify the Lessor and the Assignee from any loss or damage to the vehicle or its contents during the term of this Rental Agreement. To the extent permitted by law, the Lessee will also indemnify the Lessor and the Assignee from all claims, losses and costs arising out of the use or condition of the vehicle. The Lessee will pay all fines imposed on the vehicle during the term of the Lease Agreement. If the Lessee fails to pay the fines and the Lessor pays, the Lessee will pay the Lessor a \$20.00 administration charge for each time the Lessor must pay a fine, in addition to the fine or penalty imposed.

GENERAL: This Lease Agreement sets forth all of the Agreements of the Lessor and the Lessee for the Lease Agreement of the vehicle. There is no other Agreement. The only way this Lease Agreement can be changed is by a new Lease Agreement signed by the Lessor. The law that will apply to this Lease Agreement is the last state where Lessor's place of business is, as set forth on the front of this Lease Agreement.

NOTICE TO THE LESSEE: Do not sign this Lease Agreement before you have read it. You will be given a completed copy of this Lease Agreement.

THE LESSEE STATES THAT BY SIGNING THIS LEASE AGREEMENT HE OR SHE HAS BEEN GIVEN A COMPLETED COPY OF THE LEASE AGREEMENT AND NOTICE OF ASSIGNMENT OF THIS LEASE AGREEMENT BY THE LESSOR TO A PARTY OF HIS CHOICE.

**SAMPLE POLICE DEPARTMENT
LESSEE**

DATE: _____

BY: _____
Title _____

THE LESSOR ACCEPTS THIS LEASE AGREEMENT. THE LESSOR ASSIGNS THIS LEASE AGREEMENT TO A PARTY OF ITS OWN CHOOSING UNDER THE ASSIGNMENT SHOWN ON THE COVER PAGE OF THIS LEASE AGREEMENT.

**NEW ENGLAND POLICE VEHICLE
LEASING CORP. - "LESSOR"**

DATE: _____

BY: _____
NEPVL President