

PART (VAN #)
Vehicle Identification Number (VIN#, VEHICLE SIZE)

North Carolina)
)
Guilford County)

Lease Agreement

WHEREAS, the Piedmont Authority for Regional Transportation (hereinafter "PART") and **ABC INTERNATIONAL OF AMERICA, INC.** (hereinafter "Lessee") desire to enter into this Lease Agreement (this "Agreement") by which PART will permit authorized drivers (each a "Driver" and collectively, "Drivers") to operate vans for use in carrying out this Agreement in accordance with the terms and conditions hereinafter specified; and

WHEREAS, PART is undertaking a "Third Party Vanpool Program" pursuant to a development grant, from the North Carolina Department of Transportation, said program or project being described in a document entitled "STATE TRANSPORTATION DEVELOPMENT GRANT – Piedmont Authority for Regional Transportation"; which is on file in the office of PART, 107 Arrow Road, Greensboro North Carolina; and

WHEREAS, PART is responsible for the vans which are available for lease to lessees acceptable to PART for the carrying out of the said Piedmont Authority for Regional Transportation Vanpool Program; and,

NOW, THEREFORE, the parties hereto do hereby contract and agree as follows:

1. This Agreement shall become effective on the date of its execution by PART, said date being set out on the signature page adjacent to the signature of the PART representative executing this document.
2. The term of this Agreement shall be on a month-to-month basis unless terminated with or without cause upon a 30-day notice or according to the other terms specified herein.
3. The Lessee agrees to pay to PART by the first (1st) day of each month, a total of **\$XXX.XX per month, for the use of XX daily roundtrip miles X days per week.** (hereinafter "Fare"). In addition, Lessee will pay to PART a sum equal to \$0.55 per mile for each mile in excess of 150 (personal miles). If the monthly van mileage exceeds the 300 miles maximum, a per-mile charge of \$0.80 will be assessed. Further, Lessee will pay to PART a sum of \$25.00 as a late fee for any payments due PART that are not made by the seventh (7th) day of each month, and a \$25.00 sum for any check given by Lessee to PART and which is returned for insufficient funds or other reason. Still further, Lessee will deposit with PART, the sum of \$300.00 as a security deposit for the faithful performance by the Lessee of this Agreement, said sum to be returned to Lessee upon the termination of this Agreement if Lessee is current with all payments to PART as of that date and the vehicle is deemed to be in the same good condition as when the vehicle was

provided by PART. It is also agreed that PART will review the Fare twice a year during January and July. In the sole discretion of PART, adjustments up or down may be made to reflect the cost of operating the van and supporting the vanpool program. If adjustments are made, an addendum may be signed by the Lessee and attached to the original contract in lieu of signing a new contract. Adjustments will be effective on February 1st or August 1st.

4. The Lessee shall oversee and ensure all records as PART shall prescribe are furnished to PART. All such records shall be maintained in the manner, and presented at the time, prescribed by the PART staff. Lessee will ensure payment is made to PART a sum of \$25.00 as a late fee for any records due PART that are not made in accordance with program rules and regulations.
5. PART agrees to reimburse Lessee for out-of-pocket costs in connection with the use of said van, said out-of-pocket costs to include gas and oil purchased for use in said van, said expenses to be substantiated by receipt, and said payments to be an offset against amounts due to PART by the first (1st) of each month pursuant to this Agreement.
6. PART shall issue the Lessee a fuel fleet card or other means to fuel and/or maintain the van. The fuel fleet method provided by PART shall only be used to fuel the van or pay for pre-approved maintenance and service repairs and only for purposes authorized by this Agreement. PART shall be reimbursed by the Lessee for any expenses related to the use of said fuel fleet method for any purpose other than those authorized by this Agreement. If the fuel fleet card is lost the Lessee must inform PART immediately.
7. The Lessee is responsible ensuring that the van receives preventative maintenance, in accordance with PART's Vanpool Maintenance Plan, upon each 6,000 miles of travel and must clear with PART any service, maintenance, repair, or corrective work with respect to said van. The Lessee is responsible for coordinating with Drivers to take the van for routine service once authorized by PART. Further, the Lessee is responsible for keeping the van in reasonably clean condition, inside and outside and shall see to it that all fluid levels and tire pressures are checked weekly. PART will periodically provide vehicle inspections to ensure the vanpool group is maintaining the vehicle and it continues to be in good operating condition. The Lessee is responsible for repairing vehicles related issues identified in the Inspection Update Form. Any items identified as misuse or negligence shall be rectified within 30 days of the inspection. Vanpool groups will be responsible for any costs associated with issues not covered by PART's vanpool maintenance plan.
8. PART agrees to assist Lessee in forming and maintaining a vanpool and to render other administrative assistance in connection with the program, but the extent of such assistance shall be determined by PART.
9. The Lessee must obtain, and maintain throughout the existence of the Agreement, a reasonable number of paying passengers, determined for purposes of this Agreement to be 75% of the maximum capacity of the van. Should the number of

participants fall below 75% of maximum capacity, the PART staff must be immediately notified and this Agreement shall be subject to cancellation.

10. In the case of a breakdown, PART will make an effort to provide an alternate van. If PART is not able to provide an alternate van pending repair or replacement, commuters will be responsible for arranging their own transportation to and from work. If the number of days the van fails to operate due to maintenance breakdowns and other cases outlined in the Operations Manual exceeds three consecutive days, and no other PART transportation is made available, a proration may be considered and calculated by PART staff to the actual number of days operated.
11. PART shall procure and maintain, at PART's sole cost and expense, business and automobile insurance which shall include physical damage coverage and the following limits of liability: \$5,00,00 combined single limit per accident for bodily injury and property damage.
12. The Lessee is responsible for the coordination of all drivers ensuring that only PART authorized drivers operate the van, except under emergency conditions or with express prior written approval of authorized PART staff. All authorized drivers are required to become a party to this agreement by signing a PART Vanpool Driver Agreement.
13. PART does hereby agree to indemnify and save harmless Lessee, its officers, affiliates, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, resulting from the negligent acts or omissions of PART.
14. PART warrants that the van is in good and reasonable working condition on the date first leased and has been appropriately inspected and serviced since purchased. This is not a continuing warranty. The van's good and reasonable working condition is subject to and may change with age, use and misuse by lessee, and reasonable wear and tear.
15. This Agreement is a contract of lease only. Lessee does not acquire and shall assert no right, title or interest in or to any van except as a lessee.
16. Lessee's rights or interest in this Agreement may not be transferred by Lessee's voluntary assignment or by operation of law and Lessee shall not sublet any van.
17. If any provisions of this Agreement are declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein.
18. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and

contemporaneous negotiations, representations, agreements or understandings, whether written or oral. No modification of any of the provisions hereof shall be of any force, effect, or value unless in writing and signed by PART and Lessee. This Agreement does not and is not intended to confer any rights or remedies upon any person/s other than PART and Lessee, and PART and Lessee specifically agree that there are no intended third beneficiaries of this Agreement.

The following additional provisions apply to Lessees who also agree to become authorized vanpool Drivers (hereinafter "Driver") identified on Exhibit A.

19. The drivers listed on Exhibit A are the only authorized drivers of the vehicle hereunder. Lessee may not add or subtract drivers from Exhibit A without providing PART with written notice.
20. Driver agrees to authorize PART to obtain a certified copy of his/her driving record from an agency selected by PART, and must certify to PART that he/she does not have more than three points on his/her driving record, no Driving While Impaired (D.W.I.) convictions, has not been convicted of more than one (1) moving violation under the motor vehicle laws of any state and has not been convicted of any criminal offense arising out of the operation of a motor vehicle in violation of the criminal laws of any state within the immediate past three (3) years and none in the last year.
21. Driver must have a valid Class C North Carolina driver's license to drive the van. Driver shall complete a vanpool driver application before being eligible to operate the van. Driver shall immediately notify PART upon receipt of any moving violation or criminal charge.
22. Driver must notify the PART staff of any criminal charges or convictions arising out of the operation of the van or any other motor vehicle.
23. Except as otherwise provided in this Agreement, the Driver must agree to operate the van solely for the purpose of transporting persons from their designated pickup point to their place of employment, and from their place of employment to their pick up point, and must operate in accordance with route and other regulations prescribed by the PART staff and must operate on a punctual schedule approved by said PART staff.
24. Notwithstanding Section 20 of this Agreement, the Driver shall be permitted to use the van for personal use (that is, other than transporting riders to and from employment), but such personal use shall be limited to a maximum of 300 miles per month per van, and the cost to the Driver for such personal use shall be as herein provided. The Driver shall not take the van to any establishment whose business could negatively impact the image of PART, including, but not limited to, nightclubs, Alcoholic Beverage Control (ABC) stores, bars, sweepstakes facilities, sexually oriented businesses, cigar lounges, vaping lounges, etc.
25. The Driver shall operate the van in accordance with reasonable and safe practices.

26. The Driver shall provide secure off-street parking for the van when it is not in use.
27. The Driver is authorized to solicit on behalf of PART a Substitute Driver who shall be required to become a party to a PART Vanpool Driver Agreement, shall meet the same qualifications as those prescribed for a Driver, shall be responsible for carrying out the requirements of this Agreement on behalf of the Driver at such times as the Driver is not available, and in general shall stand in the place of the Driver when performing for the Driver pursuant to this Agreement. Any personal miles driven by a Substitute Driver shall be counted as a part of the 300 miles maximum provided for the Driver. All payments to and from the Driver and to and from PART, shall be made as if all miles during any given month were driven by the Driver, with the understanding that the Driver will collect from, and reimburse to, the Substitute Driver on the same basis as if the payments were being made to and from the Driver.
28. The Driver is prohibited from transporting any organized groups or anyone for hire except the vanpool passengers.
29. While operating the van, the Driver shall not use a cell phone, blue tooth device, text messaging device or equipment that may distract the attention of the Driver.
30. The Driver shall prohibit the use or possession or transportation of any weapon, firearm, alcoholic beverage or any drug or other substance in violation of law within the vanpool vehicle.
31. The Driver shall prohibit the smoking of any substance or use of tobacco products, including, but not limited to, chewing tobacco, snuff, electronic cigarettes and vaping devices, in any PART vehicle. Any vehicle damage related to smoking shall be repaired at the expense of the vanpool group including but not limited to cleaning, reupholstering, or even replacement.
32. The Driver will not permit any animals or pets to be brought inside the vehicle without prior written consent from PART.
33. The Driver will not permit the use of the vehicle to pull trailers, and no trailer hitches, temporary or permanent, are to be attached to the van.
34. The vehicle is to be driven only on hard-surfaced public streets and highways, and other normal access roads and driveways, and is not to be driven and such places or in such manner as to expose the vehicle to unsafe conditions.
35. The vehicle is not to be driven over bridges or roads posted for a maximum weight of 3 tons or less.
36. The Driver is responsible for promptly reporting any accident involving a bodily injury or property damage, the reporting to be in accordance with the procedures outlined in the Operations Manual. The Driver or Substitute Driver shall be responsible for any damage to the extent that said damage is not recoverable from

insurance, up to a maximum of \$100.00, and shall be fully responsible for any criminal acts arising out of the use of the van.

37. PART may terminate this Agreement without cause, or for cause, including a failure to comply with any provision, at its discretion. Any failure of PART to require compliance with any provision of this Agreement shall not be interpreted as a waiver thereof, and shall not prevent PART from enforcing or requiring compliance with such provision or requirement at any future date.
38. The Driver shall comply with the provisions of the Americans with Disabilities Act (ADA). The Driver hereby agrees to indemnify PART from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of Driver, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA.
39. The Driver does hereby agree to indemnify and save harmless PART, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, resulting from the negligent acts or omissions of the Driver. PART shall not under any circumstances be liable for consequential, incidental, special or exemplary damages arising out of or relating to the transaction contemplated under this Agreement, whether in contract, tort or otherwise.
40. All references herein to Driver shall be deemed to include Substitute Driver, but with the further understanding that the financial arrangement shall be between PART and the Driver with the financial arrangements between the Driver and the Substitute driver being a matter for settlement between those two parties.
41. Failure of the Driver to perform or observe any covenant, condition or agreement required to be performed or observed herein, including but not limited to the payment of the Fare by Driver, shall be grounds for termination of this Agreement by the non-breaching party. Any such termination due to a breach under this Section shall be effective immediately upon the providing of written notice of termination to the Driver. Upon termination of the Agreement, Driver shall return the van to PART at a location and at a time designated by PART, which date shall be within five (5) business days of the termination of this Agreement. Upon termination of this Agreement, any unpaid Fare shall be due and payable to PART, which Fare for the month of termination shall be prorated through the date of the return of the van.
42. All notices, demands, consents, approvals, requests, or other communications which any of the parties to this Agreement may desire or be required to give hereunder (collectively, "Notices") shall be in writing and shall be deemed properly given and received (i) if delivered in person, then when actually delivered and received, (ii) if sent by electronic mail, then when sent, provided that no message is received by the sender indicating that such notice was not delivered, (iii) if sent by registered or certified mail, postage prepaid, return receipt requested, then when

delivered (or when delivery is refused), or (iv) if sent by a nationally recognized overnight courier service, then the next business day after being sent provided verification of actual delivery is made by such courier service. The addresses of the parties for the purpose of sending such notices and communications shall be as follows:

If to PART: Piedmont Authority for Regional Transportation
107 Arrow Road
Greensboro North Carolina 27409
Attn: Scott Rhine
Phone: 336.291.4316
Email: scottr@partnc.org

If to Lessee: ABC International of America, Inc
Address 1
Address 2
Attn:
Phone:
Email:

43. Driver.Lessee's rights or interest in this Agreement may not be transferred without the prior written consent of PART.
44. Pursuant to N.C.G.S. § 147-86.59(a), Driver (the "Contracting Party") certifies that, as of the date listed below, it is not on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of N.C.G.S. § 147-86.59(b), the Contracting Party further certifies that it will not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List created pursuant to N.C.G.S. § 147-86.58. The Iran Divestment Act is codified at N.C.G.S. § 147-86.55 *et. seq.* The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the following website address: www.nctreasurer.com/Iran. The Final Divestment List will be updated every 180 days.

IN WITNESS THEREOF, the parties hereto acknowledge the due execution of this Agreement by their signatures and on the dates indicated below.

LESSEE

ABC INTERNATIONAL OF AMERICA, INC

Designee: _____

Title: _____

DESIGNEE SIGNATURE _____ DATE _____

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION
DIRECTOR OF COMMUTER RESOURCES

_____ DATE _____

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director Date

Federal Tax Identification Number: 56-2114640

The Piedmont Authority for Regional Transportation Remittance Address:

*Piedmont Authority for Regional Transportation
107 Arrow Rd.
Greensboro, NC 27409*

For PART use only:

Fueling Method: WSTA Fuel Card ID# _____

Lessee Contact No.: _____

Lessee Email: _____

Lessee Mailing Address: _____

Vanpool Pick-Up Address: _____

Vanpool Destination Address: _____

EXHIBIT A

LIST OF AUTHORIZED DRIVERS

Driver 1 Name: _____

Driver 1 Signature: _____ Date: _____

Driver 2 Name: _____

Driver 2 Signature: _____ Date: _____

Driver 3 Name: _____

Driver 3 Signature: _____ Date: _____

Driver 4 Name: _____

Driver 4 Signature: _____ Date: _____