



Rental Contract

RC 80009739
Status: Billed

Rented From
LEXINGTON KY
1677 JAGGIE FOX WAY
LEXINGTON, KY 40511
(859) 233-3740

Return To
LEXINGTON KY
1677 JAGGIE FOX WAY
LEXINGTON, KY 40511
(859) 233-3740

Unit Description
Unit Number: To Be Determined

Customer
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
ATTN: BARRY PRATER
200 EAST MAIN STREET
LEXINGTON, KY 40507

Dates
Planned Out:
Actual Out:
Planned Return:
Actual Return:

US DOT#

Readings

Description	Out Date	Reading	In Date	Reading
DISTANCE (Miles)				

Insurance Information

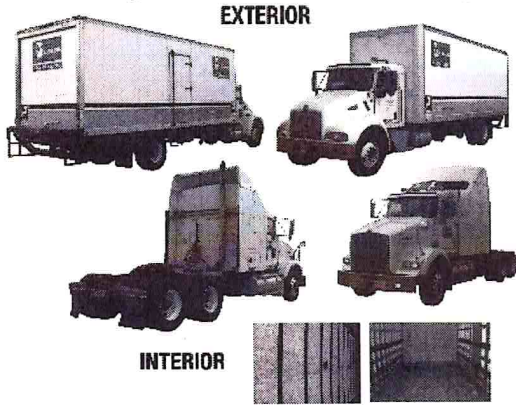
Section	Description	Company	Policy #

Accept Insurance

Driver Information

Equipment Damage (Out)

Damage As Noted OR No Damage



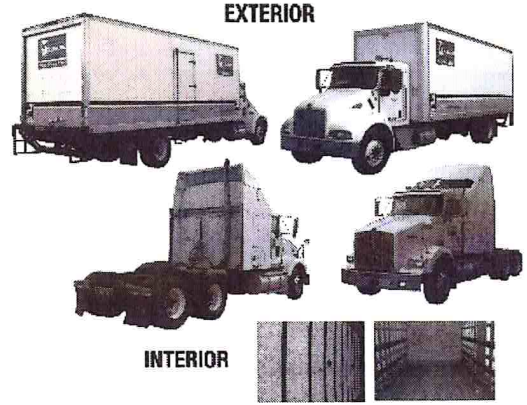
W/S Free of Damage Y / N
Cab Int Free of Damage Y / N
Fire Ext. S.K. P.B. B.D.#.....
Lights PM (DOT) Date / /
Decals Plate C.B.A.#
Tires (Legal Tread & Free of Damage)
Operated By Decal Completed
Clean Interior Clean Exterior.....

Fuel DEF

WE Lease Agent Signature: *Burkley Kasig*

Equipment Damage (In)

Damage As Noted OR No Damage



W/S Free of Damage Y / N
Cab Int Free of Damage Y / N
Fire Ext. S.K. P.B. B.D.#.....
Lights PM (DOT) Date / /
Decals Plate C.B.A.#
Tires (Legal Tread & Free of Damage)
Write Ups Y/N
Exc. Clean Up Y/N

Fuel DEF

I have read and hereby agree to the terms and conditions on this page and on attached, and understand that I am bound by these terms.

Agent or Customer Signature:.....

Lessor rents Vehicle to Customer, hereinafter referred to as Renter, subject to the condition of this agreement and in consideration thereof, Renter agrees to the following:

1. Lessor hereby rents to the firm or person executing the reverse side hereof (Renter) the Motor Vehicle described herein (Vehicle).
 2. Renter warrants and agrees that the vehicle should not be operated or used:
 - 2.a In violation of any law, ordinance, rule or regulation of any government agency or body.
 - 2.b By any person under the age of 21 who is not duly licensed and qualified.
 - 2.c By any person except the Renter, his employer, any person regularly employed by such Renter, or such additional authorized driver.
 - 2.d By a driver or Renter who has given a fictitious name or address.
 - 2.e By any person under the influence of intoxicants or drugs, or suffering from any incapacity affecting ability to drive.
 - 2.f In excess of applicable speed limits, in a reckless or abusive manner, or in races or speed contests.
 - 2.g Outside the scope of the driver's employment and the usual course of business of Renter.
 - 2.h To transport a weight that is either in excess of the maximum payload specified or improperly loaded or secured.
 - 2.i To transport hazardous materials as defined by Department of Transportation Standards as well as the laws and regulations of each state.
 3. Renter agrees to notify Lessor of any change of driver and arrange for Lessor to safety check any such additional driver.
 4. Renter acknowledges and agrees:
 - 4.a That the vehicle is the property of the Lessor.
 - 4.b That he has inspected the Vehicle in the presence of the Lessor and that it is received by Renter in good condition mechanically and otherwise.
 - 4.c That no repairs, adjustments, or replacement of any parts will be made without Lessor's written authorization.
 - 4.d That the vehicle will at all times be operated under Renter's and his Employer's exclusive dominion and control and only in connection with present business of Renter, and that Renter or the driver of the Vehicle shall in no event be or be deemed the agent, servant or employee of Lessor in any manner or for any purpose whatsoever.
 - 4.e To pay any special license or tax required by the business of Renter including without limitation such licenses, taxes or tolls as are imposed against the Renter from or arising out of the operation of the Vehicle, and Renter further agrees to file or assist Lessor in filing any and all returns or reports required by any agency or governmental body as a result of the use or operation of the Vehicle.
 - 4.f To be responsible for any special operating permits associated with this Rental Agreement, including over width and over length permits.
 - 4.g To be responsible for any additional Fuel Permits ordered during the term of this Rental Agreement.
 - 4.h To turn in to Lessor a completed trip record at the end of each trip from which Lessor can file necessary licensing and fuel tax reports. Renter also agrees to reimburse Lessor for any fines or cost resulting from improperly prepared trip reports.
 5. In the event Renter accepts Lessor's insurance coverage, the Vehicle is covered by an automobile liability insurance policy, a copy of which is available for inspection at the main offices of the Lessor upon request by the Renter, and Renter being insured under said policy, agrees to comply with and be bound by all the terms, conditions, limitations, and restrictions thereof, all of which are hereby incorporated by reference and made a part hereof as those fully set forth at length, including those terms, conditions, limitations, and restrictions of which no specific mention is made hereunder. The liability insurance to be furnished by Lessor pursuant to this agreement shall not exceed \$1,000,000 combined single limit automobile liability coverage for both bodily injury and property damage. This agreement excludes coverage or loss or damage to property owned by or in the possession of Renter or for any injuries of any nature whatsoever to Renter, Renter's agent, employees, guests, members of Renter's household or other occupants of the vehicle.
 6. The provisions of this paragraph six shall apply only in the event the Renter, by endorsement on the reverse side hereof, agrees to procure and maintain insurance. Renter agrees to provide standard automobile liability insurance, acceptable to Lessor, evidenced by a Certificate of Insurance to be furnished to Lessor prior to delivery, with Lessor and PACCAR Leasing Company as additional insureds, against all risk of loss or damage to persons or property. Such Certificate of Insurance shall include therein the agreement of the insurance company not to cancel the insurance coverage except upon not less than 30 days written notice to the Lessor. The liability insurance to be furnished in the applicable insurance policy to be furnished by Renter shall be not less than \$1,000,000 combined single limit automobile liability coverage for both bodily injury and property damage. Renter further agrees to indemnify and hold Lessor and PACCAR Leasing Company harmless from any and all claims for injury to persons or damage to property and from any and all expenses incurred in the defense of any such claims. If Renter is obligated to procure and maintain insurance and fails to do so, or fails to furnish Lessor the required certificate of insurance, Lessor is authorized but not obligated to procure such insurance, without prejudice to any other remedy Lessor may have, and Renter shall pay Lessor, as additional rental, the amount of the insurance charges paid by Lessor.
 7. In the event Lessor, notwithstanding any of the other applicable provisions of this agreement shall be required by statute, ordinance or other regulation, to extend insurance coverage to the Renter, such insurance coverage shall be limited to the statutory financial responsibility minimum and shall be excess insurance.
 8. Renter agrees to pay and indemnify and hold harmless Lessor and PACCAR Leasing Company from and against, and to release Lessor and PACCAR Leasing Company with respect to:
 - 8.a Any claim or cause of action or death or injury to persons or loss or damage to property in excess of the limits of liability insurance provided for herein, arising out of or caused by the use of the Vehicle rented hereunder, and any such claims or causes of action which Lessor shall be required to pay as a result of any statutory requirements of insurance and which Lessor would not otherwise pursuant to the terms hereof, be required to pay.
 - 8.b Any claim or cause of action or death or injury to persons or loss or damage to property, whether or not covered by insurance, arising out of or caused by the use of Renter's equipment with the Vehicle.
 - 8.c Any and all losses, damages, costs and expenses incurred by the Lessor or its insurance company because of injury or damage sustained by any occupant, either authorized or unauthorized, of said Vehicle, including, without limitation Renter, Renter's employees, agents or representatives, and loss or damage to any cargo or other property in or carried by any Vehicle, including consequential damages, and for any loss or damage to any other property of Renter, its agents or employees, left in or on a Vehicle at any time or place.
 - 8.d All loss, damage, cost and expense resulting from Renter's violation of any terms of this agreement or breach of Renter's warranties as expressed herein.
 - 8.e All loss or damage to the Vehicle including without limitation any loss or damage resulting from theft of any vehicle, during the rental period, provided, however, that:
 - 8.e.1 If Lessor shall offer and Renter shall accept physical damage coverage and initial the appropriate box therefore, Renter's liability shall be \$2,500, unless another amount is stated on the reverse side, for each truck, tractor, and trailer rented hereunder, excepting paragraph 8.h hereof.
 - 8.e.2 If Lessor supplied physical damage coverage is not applicable, Renter shall pay all such loss or damage to the Vehicle.
- Notwithstanding any of the foregoing, Renter shall be liable for all damage to the Vehicle if the Vehicle is used, operated, or driven in violation of the provisions of this contract, or if the loss or damage results from collision with the structure of any underpass or other object because of insufficient clearance whether of height or width.
- 8.f The value of all tires, tools and accessories lost or stolen from the Vehicle and a charge for each credit card not returned to Lessor upon return of the Vehicle.
 - 8.g All cost of repossessing the Vehicle, including but not restricted to attorney's fees and court costs incurred in connection therewith.
 - 8.h The fixed portion of the rental charge for and as long as the Vehicle is out of service due to accident or misuse of the Vehicle in addition to all insurance charges mentioned hereon.
 - 8.i All damages resulting from loading the Vehicle beyond the payload limits or improper loading of the Vehicle.
 - 8.j All damages to Vehicle and property resulting from the operation of Vehicle off a public road, including wrecker charges to extricate Vehicle.
 - 8.k Any fines or penalties including forfeiture or seizure resulting from use of the Vehicle.
 - 8.l All claims for damages which Renter or any other party may sustain as a result of any actions taken by Lessor under paragraphs 13 and 14 hereof and the cost and expense incurred by Lessor in recovering such Vehicle.
 - 8.m All damages resulting from usage with Renter's equipment.
9. Renter agrees to report any accident, loss of or damage to the Vehicle to the Lessor immediately and in writing within 24 hours after such accident, loss or damage at the location where the Vehicle was delivered to the Renter, and must immediately deliver to Lessor at that location or to the insurer every process, pleading or paper of any kind relating to any claim, demand, suit or proceeding received by Renter or the driver. Said policy further requires that Renter and driver shall refrain from aiding or abetting in the assertion of any claim, and shall cooperate with Lessor and the insurer in the investigation and defense of any claim or suit.
 10. If the rental period designated on the reverse side is extended, Renter agrees, upon receipt of notice, to pay Lessor mileage, service and time charges computed at new rates announced by Lessor from time to time. Lessor may invoice Renter on a calendar weekly basis or every seven days. Renter agrees to pay Lessor on demand:
 - 10.a Mileage charge computed at the rates specified on the reverse side hereof for the mileage covered by the Vehicle during the period until the Vehicle is returned to Lessor.
 - 10.b Service and time charges computed at the rates specified on the reverse side hereof for the period until the Vehicle is returned to Lessor.
 - 10.c Any other amounts due hereunder.
 - 10.d All costs of collection including reasonable attorney's fees incurred in connection with the collection of any amounts payable by Renter to Lessor under any of the provisions of this contract through an attorney or collection agency whether collected by suit or otherwise.
 - 10.e Renter agrees to pay 1#1/2% per month or maximum allowable under state law as late charge(s) on all past due balances.
 11. Renter agrees to return the Vehicle to Lessor's garage from which the Vehicle was delivered to Renter unless a different place of return is specifically designated on the reverse side of this contract or Lessor and Renter mutually agree to a different place of return. Renter shall return the Vehicle at the time designated on the reverse side provided, however, that if Lessor makes written demand sent by prepaid registered mail to Renter's address shown on the reverse side hereof, Renter shall return the Vehicle at the earlier time so specified. If no time is designated on the reverse side for the return of the Vehicle, Renter agrees to return the Vehicle no later than seven (7) days after the Vehicle is rented which is the date inserted in the Time Out section of the reverse side unless Lessor and Renter mutually agree to another date for return for Vehicle.
 12. Lessor reserves the right to inspect the Vehicle at any time during the term of this rental wherever the Vehicle may be located. In the event of a violation or default by the Renter with respect to any of the terms of this contract, Lessor may recover the Vehicle wherever it may be located and terminate this contract.
 13. In the event Renter fails to return the Vehicle to the place specified in this Contract within three days after the time specified in the written demand by Lessor, such failure shall constitute an unauthorized taking, use and operation of the Vehicle, and the Lessor may thereafter consider such Vehicle stolen and may take steps which Lessor shall deem reasonable and necessary to recover the Vehicle.
 14. Any subletting or reletting of the Vehicle or other rental equipment is prohibited and void.
 15. Lessor shall have a lien on Renter's property that is in the Vehicle and in possession of Lessor for all charges and expenses incurred by Lessor under the terms of this contract, including those caused by damage to or destruction of the Vehicle. Renter shall furnish Lessor upon demand with a certified statement describing the property and setting forth its actual cash value. In the event of Renter's failure to pay all rental and other charges hereunder when due, Lessor shall have the right to sell, as agent for Renter, at public or private sale, with or without notice to Renter, any property of Renter which is in the Vehicle and in the possession of Lessor in satisfaction of all such charges plus any costs of collection thereof.
 16. The provisions contained in this agreement apply equally to any substituted Vehicle.
 17. No right of Lessor under this agreement may be waived except by a written instrument duly signed by the General Manager.
 18. To the extent any provision of this agreement contravenes the law of any jurisdiction, such provisions shall be inapplicable in such jurisdiction and the remainder of the agreement shall not be affected thereby.
 19. This agreement is effective until Renter performs all obligations hereunder including but not limited to payment of all amounts due and return of Vehicle to Lessor.
 20. FLORIDA regulations require that Renter acknowledge and agree that PacLease may file consolidated fuel tax returns on behalf of its customers which may include the operations of vehicles rented to Renter under a PacLease Rental Agreement which may, from time to time, travel into and through the state of FLORIDA, and that PacLease will be responsible for the fuel tax on the gallons of fuel consumed over FLORIDA highways by vehicles rented to Renter under a PacLease Rental Agreement, and for registering with the FLORIDA Department of Highway Safety and Motor Vehicles, securing FLORIDA fuel tax identification devices/decals, reporting fuel used, reporting miles traveled, and remitting the total tax accrued to the FLORIDA Department of Highway Safety and Motor Vehicles, subject to the provision of this Section, and that PacLease may receive fuel use tax refunds as a result of fuel tax overpayments in the State of FLORIDA. Renter further acknowledges and agrees that all trip records, original fuel receipts, and other records or documents relating to the use of the Vehicles become the property of PacLease. If Renter fails to provide all trip records, original fuel receipts, and other records or documents relating to the use of the Vehicle on a regular weekly basis, or at the end of the rental period, whichever comes first, Renter will be held responsible for any fines or cost resulting from Renter's failure to provide PacLease with proper trip records, original fuel receipts, and other records or documents relating to the use of the Vehicle.

Rates

	Day	Week	Month
FIXED	100.00000	500.00000	
DIST	0.12000	0.12000	