

Attachment D

VEHICLE LEASE AGREEMENT

This Vehicle Lease Agreement (this "Agreement") is entered into as of the ___ day of _____, 2019 (the "Effective Date") by and between the California Vanpool Authority, a joint powers authority established under the Joint Exercise of Powers Act ("CalVans") and _____ ("Lessor"), each of which may be referred to herein separately as a "Party" or collectively as the "Parties."

1. Vehicles: Lessor will lease to CalVans, and CalVans will lease from Lessor the following vehicles (the "Vehicles"):

Year: _____	Make: _____	Model: _____	VIN: _____
Year: _____	Make: _____	Model: _____	VIN: _____
Year: _____	Make: _____	Model: _____	VIN: _____
Year: _____	Make: _____	Model: _____	VIN: _____
Year: _____	Make: _____	Model: _____	VIN: _____

If box checked, see Exhibit "A" for additional Vehicles.

2. Term: The term of this Agreement (the "Term") shall commence on the Effective Date and end on the last day of the crop year, which date shall be mutually determined by the Parties in good faith, but in no event shall be later than the first anniversary of the Effective Date.

3. Consideration: In consideration for the use of the Vehicles, CalVans shall use the Vehicles exclusively for the benefit of Lessor and shall maintain and insure the Vehicles as set forth in section 4, below.

4. CalVans' Use and Responsibilities:

a. CalVans shall use the Vehicles exclusively for the transportation of Lessor's employees, agents, and contractors to and from various worksites, as designated by Lessor, in accordance with the policies and procedures of CalVans operations. CalVans shall not use the Vehicles in connection in any illegal or unlawful way or in connection with any illegal or unlawful act.

b. CalVans will maintain the Vehicles in good working order. Upon the expiration or earlier termination of this Agreement, CalVans shall return the vehicles to Lessor in as good or better condition as they were delivered, reasonable wear and tear excepted.

c. CalVans shall, as a part of their policies and procedures, may equip the vehicles with GPS systems to track the movement of the Vehicles during the Term. CalVans

may paint, or adhere decals to, the Vehicles, identifying the Vehicles as operated by CalVans. Upon expiration or earlier termination of this Agreement, CalVans shall remove the GPS systems from the Vehicles, remove the decals or repaint the Vehicles, as the case may be, and repair any material damage caused by the removal of the same.

d. CalVans shall insure the Vehicles from collision and comprehensive damage in an amount sufficient to replace the actual value of the Vehicles in the event of a total loss. As of the Effective Date, the Parties agree that the total value of each Vehicle is _____ dollars (\$_____). Lessor shall be named as an additional insured on the insurance policy.

5. Lessor's Responsibilities:

a. Lessor will maintain legal title of the Vehicles throughout the Term.

b. Lessor will pay current and keep in good standing any debts or obligations that may, now or in the future, threaten title to the Vehicles, including Department of Motor Vehicles registration fees, if any.

6. Assignment: Neither party shall assign its interests under this Agreement without the express written consent of other Party, which may be withheld in that Party's sole discretion.

7. Termination; Default and Remedies: In the event of either Party's breach of any material term of this Agreement and, (if the breach is capable of remedy), such breaching Party fails to remedy the breach within thirty (30) days of receiving written notice by the Party not in breach, the Party not in breach may terminate this Agreement.

In the event either Party terminates this Agreement because of the other Party's breach of the terms herein, the non-breaching Party may, at that Party's sole option, do the following: (i) terminate the Agreement pursuant to this Section 7 and bring an action for compensatory damages and all manner of equitable relief as provided for by law; and/or (ii) enforce specific performance of this Agreement against the breaching Party.

Any termination of this Agreement will not release a Party from any prior breach of this Agreement.

8. Indemnification: Each Party (each an "Indemnitor") agrees to indemnify, defend, and hold harmless, the other party (an "Indemnitee"), its parents or affiliated companies, members, managers, directors, officers, employees, agents, or anyone otherwise affiliated with Indemnitee and their successors and assigns (collectively, "Indemnified Parties") from all claims, demands, expenses, including reasonable attorney fees and expert witness costs thereto, liabilities, penalties, costs, causes of action, enforcement procedures, and suits of any kind of nature ("Claims") of which Indemnified Parties may hereinafter incur as a result of Indemnitor's gross negligence or willful misconduct or omission. Neither party shall be obligated to defend or indemnify Indemnified Parties for any Claims that arise solely out of the Indemnified Parties' gross negligence or willful misconduct or omission.

9. Miscellaneous:

a. Any waiver of any provision of this Agreement, or a waiver of a breach hereof, must be in writing and signed by the waiving Party to be effective. Any waiver of a breach of this Agreement, whether express or implied, shall not constitute a waiver of a subsequent breach hereof.

b. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties. This Agreement can only be modified by a written agreement signed by the Parties.

c. This Agreement is for the benefit of each Party. The validity, interpretation, enforceability, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of California. Any recourse to judicial remedy under this Agreement shall be made only to the Superior Court in and for the County of Kings, California without regard to conflicts of law rules.

d. This Agreement shall be binding on the Parties, their successors, and assigns. No Party may assign any of its rights or delegate any of its obligations under this Agreement, except as set forth in Section 6 of this Agreement.

e. If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such unenforceability or invalidity shall not affect the enforceability or validity or any other provision of this Agreement.

f. Each person signing below represents and warrants that he or she has been duly authorized by the Party for whom he or she signs to execute this Agreement on behalf of that Party.

g. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed and delivered by facsimile or electronic transmission and the Parties agree that such facsimile or electronic (pdf) execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used.

h. Any notice hereunder shall be made in writing, unless otherwise agreed by the Parties, and shall be delivered in person or sent by certified mail, postage prepaid, by overnight delivery, by a nationally recognized overnight delivery service, or by electronic mail or facsimile with an original sent immediately thereafter by postage prepaid mail, addressed as follows:

If to CalVans: Ron Hughes, Executive Director
CALVANS
1340 North Drive
Hanford, CA 93230
Fax: (559) 587-0714

If to Lessor: _____

Fax: _____

All notices shall be effective upon delivery if delivered personally, by overnight delivery, or by electronic mail or facsimile transmission. If delivered by mail, such notices shall be effective three days following deposit in the U.S. mail, postage prepaid.

Each Party may periodically change any address to which notice is to be given it by providing written notice of such change to the other Party.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed by its proper and duly authorized agent as of the Effective Date:

**CALIFORNIA VANPOOL
AUTHORITY:**

LESSOR:

By: Ron Hughes, Executive Director

By: _____, _____