



CONTRACT RENEWAL

#5229-23-KH

Date: April 14, 2023

Firm: Unified Fleet Services, LLC

Description: 1st Year Contract Renewal for Vehicle Lease

Congratulations, you have been awarded the first (1st) year (of three) renewal options for Contract #5229-23-KH Vehicle Lease, Renewal GRANDJCT-R4723, dated April 14, 2023.

The Firm/Lessor shall provide to City of Grand Junction (Lessee) the vehicles and/or services set forth in the Master Lease Agreement Contract #GRANDJCT33022 dated September 21, 2022, for Solicitation RFP-5020-22-SH for **Vehicle Lease**. This renewal is established prior to expiration to bring in alignment with Mesa County. This renewal shall cover from April 18, 2023, through April 17, 2024.

Twelve-month lease to provide vehicles as needed to the City of Grand Junction Police Department. There will be a total of seven (7) vehicles: three (3) at \$6,000.00, two (2) at \$6,500.00 and two (2) at \$7,000.00 lease rates for a total annual cost of \$45,000.00. No two vehicles alike. Necessity may dictate early exchange.

Please notify Sergeant Caleb Church at 970-712-9806, or via email calebc@gjcity.org for scheduling. **Send your current Certificate of Liability Insurance to the Purchasing Division.**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr.
9F789E7D50F14B...

Duane Hoff Jr., Contract Administrator

ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Firm: Unified Fleet Services

By: DocuSigned by:
John Mike Scott
D624BCEFF1454494...
John Mike Scott

Title: CEO

Date: 4/14/2023

Contract #GRANDJCT-R4723



Municipal New ~~Vehicle~~ Order

Customer: City of Grand Junction Federal Tax ID #: 846000592 Contact Name: Jay Valentine Email: jayva@gjcity.org Phone: 970-244-1517 Mailing Address: 910 Main Street Grand Junction, CO 81501	Ordering Dealer: Ken Garff Ford American Fork Federal Tax ID #: 87-0685366 Contact Name: Zach Madsen, Fleet Manager Email: zachm@kengarff.com Phone: (801) 763-6811 Address: 597 E. 1000 S. American Fork, UT 84003 Selling/Primary FIN/FAN #
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This Order ("Order") is made between Unified Fleet Services, LLC ("Unified") and the Customer listed above ("Customer"). It is the intent of the parties that Unified will lease the following vehicles to Customer. Upon execution of this Municipal New Order, Ordering Dealer (as listed above), shall place orders for the following vehicles on behalf of Unified. After Customer acquires the following vehicles, Customer and Unified shall enter into Master Lease Agreement Renewal. The Master Lease Agreement Renewal will more fully set forth the terms by which Customer will lease the vehicles from Unified in accordance with the original Contract #GRANDJCT33022 terms and conditions.

Vehicles Schedule

Make	Model	Color/Specs/Trim	Term	Fixed Lease Charge*	Upfit Requirements / Comments
Ford	F150	Silver	Annual	\$6,000.00	Delivery April
Dodge	2500	(x2) Gray & Silver	Annual	\$6,500.00	Delivery April
Chevy	Tahoe	Gray	Annual	\$7,000.00	Delivery April
Nissan	Maxima	Silver	Annual	\$7,000.00	Delivery April
Toyota	4Runner	White	Annual	\$6,000.00	Delivery April
Toyota	Rav4	White	Annual	\$6,000.00	Delivery April

*Additional delivery or destination charges may apply

Unified's obligation to lease the Vehicles to Lessee is subject to the following conditions:

- Vehicle Order is valid for 30 days. Pricing estimates are subject to change due to manufacturers incentives, vehicle pricing, and interest rates. Final pricing is calculated upon vehicle assignment to the dealership by the manufacturer.
- Upon vehicle assignment and acceptance, Customer agrees to enter into a Master Lease Agreement Renewal which must be approved and signed by authorized Fleet Manager/General Services Director.
- Customer agrees to exert reasonable best efforts to execute any additional documents required by Unified's lending partners within 60 days of receipt.
- Customer's lease payment received by Unified.
- Updated Certificate of Insurance listing Unified as Loss Payee and Additional Insured.
- Customer's acknowledgment of Settlement Provisions in the Master Lease Agreement

IN WITNESS WHEREOF, the parties have executed this Order through their authorized representatives.

CUSTOMER

UNIFIED FLEET SERVICES, LLC

By: Jay Valentine By: John Mike Scott

Name: Jay Valentine Name: John Mike Scott

Title: General Services Director Title: CEO

Date: 04/12/2023 Date: 04/07/2023

SUMMARY OF VEHICLE LEASE AGREEMENT

This SUMMARY of VEHICLE LEASE AGREEMENT (the "Agreement") is entered into on the date it has been fully executed by the parties (the "Effective Date"), between City of Grand Junction ("LESSEE") and Unified Fleet Services LLC, a Utah limited liability company (the "LESSOR").

1. Lease. LESSEE and LESSOR have entered into that certain Master Lease Agreement of even date herewith ("MLA") and desire to summarize various terms of that MLA herein.

2. Liability; Risk of Loss. LESSEE shall provide insurance for the vehicle which must include the following coverages: (i) comprehensive fire and theft coverage and collision coverage, with a maximum deductible of \$5,000; and (ii) liability insurance for at least \$1,000,000 Combined Single Limit. LESSEE shall list the LESSOR as the "Loss Payee" for the coverages "i" and as "Additional Insured" for coverages "ii". Certificates of Insurance must be provided to LESSOR prior to delivery of Vehicles.

3. Damage. LESSEE is responsible for any and all damage to the vehicles and shall promptly repair any such damage. LESSEE shall be responsible to maintain vehicles per OEM specifications and service intervals. LESSEE shall return vehicles in the same condition as received at start of lease, less normal wear and tear.

4. Registration. LESSEE is responsible to tag and register the vehicles in LESSEE's name and is responsible for related compliance and regulatory requirements in their jurisdiction.

5. Lease Type. Vehicles are identified by the type of lease in the final column on the Schedule A attached hereto. The meaning of each type of lease is defined as follows:

Standard: 12-month annual lease with standard settlement charges and annual lease payments.

ERP: Express replacement vehicle. Vehicle is: (1) registered to LESSEE; and (2) available within 2 business days of LESSEE's request. LESSOR covers: (1) insurance; (2) interest charges; and (3) storage charges until the vehicle is placed in service for LESSEE. Vehicle may be used by LESSOR until placed in service. Lease charges are incurred by LESSEE once the vehicle is delivered to LESSEE.

6. Delivery. Delivery fees may be assessed in addition to lease fees listed below.

WHEREAS, the parties hereby sign and agree to this Agreement as of the Effective Date.

LESSOR:
Unified Fleet Services, LLC



Name: John Mike Scott
Title: CEO
Date: 05/01/2023

LESSEE ("Client"):
City of Grand Junction


Jay Valentine (May 2, 2023 12:29 MDT)

Name: Jay Valentine
Title: General Services Director
Date: May 2, 2023

Schedule A - Vehicles

Year	Make	Model	VIN	Settlement	Least Start	Lease End	Lease Rate*	Additional Charge / Notes
2023	Nissan	Maxima	1N4AA6FV3PC505911	\$44,909.00	04/18/2023	04/18/2024		Express Replacement Vehicle
2023	Toyota	4Runner	JTEMU5JRX6121945	\$42,193.16	04/18/2023	04/18/2024	\$6,000.00	
2023	Chevrolet	Tahoe	1GNSKNKD4PR272077	\$60,808.00	04/18/2023	04/18/2024	\$7,000.00	
2023	Toyota	Rav4	2T3A1RFV2PW355024	\$41,628.00	04/18/2023	04/18/2024	\$6,000.00	
2023	Nissan	Maxima	1N4AA6FVXPC505677	\$44,514.00	04/18/2023	04/18/2024	\$7,000.00	
2023	Dodge	2500	3C6UR5CL0PG538348	\$60,032.00	04/18/2023	04/18/2024	\$6,500.00	
2023	Dodge	2500	3C6UR5HL5PG538628	\$60,172.00	04/18/2023	04/18/2024	\$6,500.00	
2023	Ford	F150	1FTFW1ED2PFA38489	\$64,689.00	04/18/2023	04/18/2024	\$6,000.00	

*Additional delivery or destination charges may apply







Revised Lease Agreement - GRANDJCT-R4723

Final Audit Report

2023-05-02

Created:	2023-05-01
By:	Lauren Daly (lauren@unifiedfleetservices.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-4rLcwNzvSZC42ZE2yJX5OssYDhdzJRZ

"Revised Lease Agreement - GRANDJCT-R4723" History

-  Document created by Lauren Daly (lauren@unifiedfleetservices.com)
2023-05-01 - 6:20:33 PM GMT- IP address: 71.199.38.127
-  Document emailed to jayva@gjcity.org for signature
2023-05-01 - 6:20:53 PM GMT
-  Email viewed by jayva@gjcity.org
2023-05-02 - 6:27:10 PM GMT- IP address: 72.174.108.83
-  Signer jayva@gjcity.org entered name at signing as Jay Valentine
2023-05-02 - 6:29:40 PM GMT- IP address: 72.174.108.83
-  Document e-signed by Jay Valentine (jayva@gjcity.org)
Signature Date: 2023-05-02 - 6:29:42 PM GMT - Time Source: server- IP address: 72.174.108.83
-  Agreement completed.
2023-05-02 - 6:29:42 PM GMT

MASTER LEASE AGREEMENT

This Master Lease Agreement ("**Agreement**") is entered into effective as of the date it is fully executed ("**Effective Date**"), by and between Unified Fleet Services, LLC ("**LESSOR**") and the following "**LESSEE**":

Name: City of Grand Junction

Address: 555 Ute Avenue, Grand Junction, CO 81501

1. **Lease.** LESSOR leases to LESSEE all vehicles (including all replacement vehicles) ("**Vehicles**") described in each and every Vehicle Schedule, Summary of Vehicle Lease Agreement, or Purchase Order entered into between the parties ("**Schedule**"). Each Schedule incorporates and is governed by the terms of this Agreement.

2. Nature of Lease; Lease Period; Condition and Return of Vehicles.

a. **Nature of Agreement.** This is a contract for leasing Vehicles. LESSEE shall not sublet or assign a Vehicle or LESSEE'S interest in a Vehicle or this Agreement to any other party. LESSEE acknowledges that each Vehicle is the property of LESSOR and is in good condition both physically and mechanically as of the start of the Lease Period. Lessor agrees that each Vehicle will be delivered in good condition both physically and mechanically as of the start of the Lease Period. LESSOR acknowledges that this Agreement constitutes a qualified motor vehicle operating agreement with respect to Section 7701(h) of the Internal Revenue Code, and that LESSEE has no equity or other ownership rights in the Vehicles.

b. **Lease Period.** The Lease Period shall commence upon the delivery to LESSEE of the Vehicles and shall continue until the Termination Date specified in each Schedule ("**Lease Period**") unless terminated earlier as permitted in this Agreement.

c. **Release and Return of Vehicle.** Each Vehicle is to be picked up by LESSEE at the location designated by LESSOR, unless otherwise arranged by the parties. If LESSEE requests delivery of a Vehicle, for a fee, and does not accept the delivery at the agreed upon date, time and location, LESSEE will be responsible for all additional costs incurred by LESSOR in holding, storing, delivering to an alternate location or returning the Vehicle to LESSOR's designated location. LESSEE will return each Vehicle in the same condition received by LESSEE except for ordinary wear and tear, and clean and free of any markings, equipment or evidence of modification BY LESSEE. Each Vehicle is to be returned to location designated by LESSOR, unless otherwise arranged by the parties and is due back at the end of the Lease Period, or sooner upon demand by LESSOR. If a Vehicle is dropped off at a location other than the LESSOR designated location, and an employee or agent of LESSOR is unable to take possession of the Vehicle at the time of drop-off, LESSEE will be responsible for all loss or damage to the Vehicle discovered upon inspection when LESSOR (or its agent) takes possession of the Vehicle -- regardless of when such loss or damage occurred. Should LESSEE be unable to return Vehicles at the end of the Lease Period, LESSEE will be responsible for any and all transportation expenses incurred by LESSOR.

d. **Condition and Maintenance of Vehicle.** LESSEE agrees to maintain each Vehicle according to the manufacturer's recommended service for items, such as oil changes. LESSEE further acknowledges that the owner's manual with the manufacturer's maintenance recommendations was with each Vehicle at the beginning of the Lease Period. LESSEE agrees to maintain and provide to LESSOR all records pertaining to repairs and maintenance that occur while a vehicle is in the LESSEE's possession and also agrees to obtain LESSOR's prior written consent for all repairs or maintenance in excess of \$3,000. In addition, LESSEE agrees to keep each Vehicle in good operating condition and physical appearance while in its possession. LESSOR reserves the right to physically inspect or have a contracted party of LESSOR physically inspect the Vehicle at any time during the duration of the Lease Period. If any Vehicle is unsatisfactory for any reason and still under the manufacturer's warranty, LESSEE shall make a claim against the manufacturer of the Vehicle to repair the unsatisfactory nature of the Vehicle, and all amounts are still due and payable to LESSOR under the Schedule for such Vehicle. If the Vehicle is unsatisfactory for any reason and the Vehicle is not under warranty, then the LESSEE shall make a claim against the LESSOR.

e. **Purchase or Surrender of Vehicle.** At the end of the Lease Period, LESSEE shall do one of the following: (i) purchase the Vehicles, or (ii) surrender the Vehicles to LESSOR if scheduled as a "Net closed-end Lease."

i. **Purchase of Vehicle.** If LESSEE elects to purchase a Vehicle, LESSEE shall pay LESSOR the Settlement Amount as defined in each Schedule plus any applicable unpaid charges and reasonable and customary fees. LESSEE must

notify LESSOR of intent to purchase Vehicle at least ninety (90) days prior to end of the Lease Period. Payment for Vehicle may be made any time prior to the end of the Lease Period. Payment made after the Lease Period may incur additional off-lease charges as outlined hereafter. Any fines or penalties imposed by manufacturer on LESSOR for breach of contract in relation to minimum service requirements may be added to Settlement Value.

ii. **Surrender of Vehicle.** If LESSEE elects to surrender a Vehicle to LESSOR, LESSEE shall be responsible to pay LESSOR any shortfall between the Settlement Amount and the net proceeds received by LESSOR from the sale of such Vehicle. Any fees to repair and recondition Vehicle, transport expenses, and fees to sell the Vehicle will be added to the Settlement Amount as indicated on the Schedule. LESSOR shall use its best efforts to avoid any shortfall by contacting LESSEE not less than three (3) dealers before declaring a shortfall. LESSOR will provide LESSEE notification of shortfall within one hundred and twenty (120) days of lease termination or surrender of the Vehicle by LESSEE. LESSEE shall pay LESSOR the shortfall no later than seven (7) days after notification of such deficiency or expense.

In the event any Vehicle is held by LESSEE beyond the scheduled Lease Period, LESSEE shall continue to pay the lease payment to LESSOR and lease payments will be increased by a minimum of 150% of the current lease payment rates with no maximum. Off-lease charges will be incurred and billed monthly at LESSOR'S discretion. This will occur regardless of whether LESSOR has notified LESSEE of the lease termination. LESSOR is not obligated to permit LESSEE to retain any Vehicle listed on any Schedule beyond its specified Lease Period. LESSOR may also elect to designate that certain Vehicles covered in this Agreement shall be returned to LESSOR exclusively at LESSOR'S option. Should LESSOR direct LESSEE to retain any Vehicle, in conjunction with delays related to a replacement or for any other reason as determined by LESSOR, such Vehicle off-lease charges may be modified by LESSOR. LESSEE shall be ultimately responsible to pay LESSOR the Settlement Amount regardless of how the Vehicle is disposed of at the end of the Lease Period.

f. **No Warranty.** To the fullest extent permitted by law, LESSOR makes no warranties, express, implied or apparent, regarding the Vehicles, no warranty of merchantability, and no warranty that a Vehicle is fit for a particular purpose.

g. **Compliance with Commercial Vehicle Regulations.** LESSEE agrees to monitor applicability of the Federal Motor Carrier Safety Administration ("FMSCA") regulations and similar state motor carrier safety laws and notify LESSOR in writing if those laws apply to use of the Vehicles.

h. **Vehicle Loading.** LESSEE agrees not to load, tow or transport any weight which exceeds the Vehicle's maximum capacity at any time.

i. **Express Replacement.** LESSEE may, for any reason, request a replacement Vehicle be provided to them at any time and for any reason. Vehicles eligible for EXPRESS REPLACEMENT PROVISION ("ERP") must be identified as an ERP Vehicle on the current Schedule. LESSOR and LESSEE will agree on specific Vehicles to be prepared for ERP. LESSOR will list ERP Vehicles on LESSEE'S Schedule.

i. **Lessor's Obligations.** LESSOR'S obligations with respect to ERP Vehicles will be to:

- a. Make ERP Vehicles available to LESSEE within two (2) business days;
- b. Cover all costs and expenses related to caring for Vehicles prior to delivering them to LESSEE; and
- c. Register and have License Plates issued on all ERP Vehicles in the name of LESSEE.

ii. **Lessee's Obligations.** Should LESSEE wish to exercise this provision, LESSEE must:

- a. Contact LESSOR and receive positive confirmation in writing from LESSOR for the date of delivery of the ERP Vehicle;
- b. Execute a new Schedule with LESSOR showing the ERP Vehicle;
- c. Execute any additional documents as required by LESSOR; and
- d. Make payment for ERP Vehicle to be placed in service.

iii. **Lessee's Responsibility.** ERP Vehicles are specifically assigned to LESSEE and may not be assigned to any other entity without written approval by LESSOR. ERP Vehicles will be utilized by LESSEE and in LESSEE'S

care until delivered to LESSOR or disposed of at the end of the Lease Period. ERP Vehicles will have no equipment or markings on them and will appear "factory new" subject to minimal usage by LESSOR while in LESSOR'S care. Any equipment, modification or other costs to convert an ERP to standard usage will be the responsibility of LESSEE.

- iv. Lease Rate. ERP Vehicles, while not in service and identified as ERP incur a flat lease rate indicated on the original Schedule. ERP Vehicles which become in service Vehicles will be treated as any other standard lease Vehicle subject to the terms of this Agreement. Should LESSEE exercise its option for an ERP Vehicle in conjunction with returning a Vehicle prior to the end of the Lease Period, LESSOR is under no obligation to refund any portion of lease payments for returned Vehicles. ERP Vehicles may not be used as an exchange free of charge. ERP Vehicles are new Vehicles to be placed in service.

3. Payment. LESSEE shall make payments annually, in advance, to LESSOR in the amounts and by the dates as set forth in the Schedules. If any payment due under a Schedule is not paid within ten (10) days after the due date thereof, LESSEE shall pay to LESSOR a late charge on such overdue payment at a rate equal to ten percent (10%) of the outstanding amount due. If any amount remains unpaid more than thirty (30) days after the due date, LESSEE shall pay to LESSOR a late fee on such overdue payment and late charge in the amount of eighteen percent (18 %) per annum until paid in full.

4. Damage to Vehicle. Regardless of fault, LESSEE is responsible for all damage to or loss or theft of the Vehicles during the Lease Period resulting from any cause, including, without limitation, damage caused by collisions, weather, vandalism, road conditions and acts of nature. Subject to applicable law, LESSEE's responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if LESSOR determines that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if LESSOR determines that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which shall be measured by multiplying the Daily Rental Rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which LESSEE agrees represents a reasonable estimate of Loss of Use damages and not a penalty. The estimated number of days of Loss of Use shall be calculated as follows (assuming that all Loss of Use begins on a Monday and that 1 repair day is equal to 4 labor hours): the total number of labor hours in the repair estimate divided by 4 hours to determine the number of repair days, plus 2 weekend days for every 5 repair days, plus 3 administrative days to obtain a repair estimate, deliver and retrieve the Vehicle for repairs. Loss of Use shall be payable regardless of whether LESSOR had other vehicles in LESSOR'S fleet to rent, the Vehicle would have been used but for the damage, or LESSOR suffered lost profits as a result of the damage; (c) an administrative fee in an amount up to 25% of total damages, or as otherwise permitted under applicable law; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with LESSOR's enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced.

LESSEE shall notify LESSOR in writing within seven (7) days of the occurrence of an event involving any Vehicle that results in damage which in any manner may adversely impact the ultimate resale value of same. This shall include damage that may be considered "frame" damage. Estimates for repairs to frame or Vehicle substructure shall be provided to Lessor by Lessee as received. LESSOR may require LESSEE to payoff a Vehicle in full if damaged in such a manner. All repairs which exceed a cost of \$3,000 shall be disclosed to LESSOR by LESSEE within seven (7) days. LESSOR may require payoff of any Vehicle which is deemed in LESSOR'S sole discretion to have become significantly and/or adversely affected by damage sustained. LESSOR may also, at the sole discretion of LESSOR, permit a new lease to be written for any Vehicle affected by this provision allowing for a full payout of same over a term that LESSOR shall stipulate.

5. Prohibited Uses. The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement ("Prohibited Use"). The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction; (b) by anyone under the influence of drugs or alcohol; (c) by anyone who obtained the Vehicle or extended the rental by providing LESSOR false, fraudulent or misleading information; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (e) to carry persons or property for hire; (f) to push or tow anything that does not comply with the manufacturer's recommendations for a Vehicle; (g) in any race, speed test or contest; (h) to teach anyone to drive; (i) to transport asbestos or radioactive materials, hazardous waste or other materials or substances that are subject to regulation by the FMSCA regulations or similar state law without our prior written permission and addendum; (j) to transport gases, explosives, or liquids of any kind; (k) outside the United States; (l) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (m) to transport children without approved child restraint

systems as required by law; (n) when the odometer has been tampered with or disconnected; (o) when it is reasonable for you to know that further operation would damage the Vehicle; (p) with inadequately secured cargo; (q) if applicable, by anyone who lacks experience operating a manual transmission; (r) in connection with a willful, wanton or reckless act; (s) by anyone driving or operating the Vehicle while using a hand-held wireless communication device (or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages) while not in a hands-free mode, except as required by law enforcement, first responders and others within their capacity as such; (t) in violation of the LESSEE's policies and procedures; (u) by anyone who fails to remove keys and lock all doors and close all windows before leaving Vehicle; or (v) by anyone who smokes, vapes, or uses tobacco products in the Vehicle. PROHIBITED USE OF THE VEHICLE IS A MATERIAL BREACH OF THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE EXTENT PERMITTED BY LAW).

6. Indemnity. To the extent permitted by law, LESSEE shall be responsible and shall indemnify, defend and hold harmless LESSOR, its parent and affiliates, and their respective members, officers, directors, shareholders, employees, agents or insurer of, from and against all demands, claims, causes of action, judgments, losses, damages, liabilities, fines, penalties, costs and expenses, arising out of or related to the leasing, possession, use, operation or return of a Vehicle by LESSEE or any other person during the terms of this Agreement, including, without limitation, any accident in which a Vehicle may be involved, or on account of any personal injury, death or damage to person or property occasioned by the possession, use or operation of a Vehicle during the Lease Period, and/or any litigation commenced by or against LESSOR or to which LESSOR is made party during the term of this Agreement. LESSEE shall in no way act as agent of LESSOR in authorizing or allowing repair to a Vehicle without written consent of LESSOR. LESSEE agrees to pay all unauthorized charges in connection with any liens or repairs.

7. Insurance. On or before the start of the Lease Period, and until the LESSEE returns all Vehicles to LESSOR at the conclusion of this Agreement, LESSEE, at LESSEE's sole cost and expense, shall procure and continue in force insurance with respect to cover the Vehicles. LESSEE is required to cover both property damage and bodily injury to any person of at least \$1,000,000 combined single limits on primary auto, including UM/UIM (minimum \$50,000) and deductibles not to exceed \$5,000 with \$1,000,000 umbrella limits. Vehicles may not be driven or otherwise used in Mexico, and LESSEE agrees to get prior written permission from LESSOR to drive or use a Vehicle in Canada upon which LESSEE will provide proof or coverage subject to legal and authorized travel into Canada. LESSEE agrees to be responsible and insure Vehicles for collision, fire, theft, and comprehensive coverage in the amount equal to the value of the Vehicle as if it were to be purchased new, with a maximum deductible acceptable by LESSOR. LESSEE agrees while in possession of each Vehicle in accordance with this Agreement and until the Vehicle is returned to LESSOR to list LESSOR, any successor of LESSOR or Assignee (as defined in Section 16) as "Loss Payee" & "Additionally Insured." LESSOR shall be provided a certificate of insurance stating such at or before the beginning of this Agreement. Provided, however that nothing in connection with the insurance provided for above shall limit in any way the liability of the LESSEE under this Agreement. Such insurance shall be written as a primary policy, not contributing with and not in excess of the coverage which LESSOR may carry. LESSEE further agrees to notify LESSOR or its successor and/or an Assignee within ten (10) days of any changes to the policy for the Vehicle. LESSOR is not responsible or liable for loss of or damage to personal property left, stored, loaded or transported by the LESSEE or any other person in or upon the Vehicle. LESSEE is not allowed or authorized to sublet the Vehicle to any other party.

8. Personal Property. LESSOR is not responsible or liable for loss of or damage to personal property left, stored, loaded or transported by the LESSEE or any other person in or upon a Vehicle. LESSEE releases LESSOR, its agents, and its employees from all claims for loss of or damage to personal property that was left with LESSOR or carried in a Vehicle. If LESSEE fails to claim property left in a Vehicle for more than 30 days, LESSOR may dispose of that property in a manner that LESSOR chooses.

9. Charges. LESSEE will pay LESSOR: (a) all expenses LESSOR incurs recovering a Vehicle if it is not returned to the agreed-upon location on the date and time promised; (b) a reasonable fee not to exceed \$350 to clean a Vehicle if it is returned substantially less clean than when rented; (c) a mileage charge based on LESSOR's experience if the odometer is tampered with; (d) all charges resulting from damage to the Vehicle as further described in Paragraph 4; and (e) towing, storage charges, Tolls, Violations, forfeitures, court costs, penalties and all other costs LESSOR incurs resulting from LESSEE's use of a Vehicle during the Lease Period.

10. Deposit. LESSOR, at its option if LESSEE fails a credit check, may require a deposit to be secured by credit card, and LESSEE agrees to permits LESSOR to reserve against LESSEE's payment card or take a deposit at the time of rental a reasonable amount in addition to the estimated total charges. LESSOR may use the reserve or deposit to pay all charges described above in Paragraph 9. LESSOR will authorize the release of any excess reserve or set aside upon the completion of the lease, and LESSEE's payment card issuer's rules will apply to the credit of the excess to LESSEE's account and may not be immediately released by LESSEE's card issuer.

11. Responsibility for Tolls, Traffic Violations, and Other Charges. LESSEE is responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against LESSEE, LESSOR, or a Vehicle during the Lease Period. If LESSOR is notified by charging authorities that LESSOR may be responsible for payment of a Toll or Violation, LESSEE will pay LESSOR or a processing firm ("Processor") of LESSOR'S choosing an administrative fee of up to \$50 for each such notification. LESSEE authorizes LESSOR to release LESSEE's rental and payment card information to a Processor for processing and billing purposes. If LESSOR or the Processor pays a Toll or Violation, LESSEE authorizes LESSOR or the Processor to charge all such payments, service fees and administrative fees to the payment card LESSEE used in connection with this rental.

12. Telematics.

a. LESSOR Use of Telematics System. LESSEE acknowledges that Vehicles may be equipped with a telematics system, global positioning satellite ("GPS") technology, an electronic locator device, and/or an event data recorder (collectively "Telematics System"). Use of the Vehicle may be remotely monitored by LESSOR or on LESSOR'S behalf through a Telematics System to the extent permitted by law. Remote monitoring may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that LESSOR may deem necessary or desirable. LESSEE acknowledges that these systems may use cellular telephone, wireless technology, or radio signals to transmit data, and therefore LESSEE and any person driving or riding in the Vehicle should have no expectation of privacy related to the use of the Vehicles. LESSEE shall inform any and all drivers and passengers of the Vehicle of the terms of this paragraph. LESSOR IS not responsible for the operability of any Telematics System included with the Vehicle. To the extent permitted by law, LESSEE agrees to release and indemnify, defend and hold LESSOR, the operator of the Telematics System, wireless carriers, and other suppliers of components or services harmless from any damage to persons or property caused by failure of a Telematics System to operate properly, or otherwise arising from the use of the Telematics System.

b. LESSEE Use of Telematics System. If a Vehicle has active Telematics System equipment, LESSEE understands that use of the Vehicle is subject to the third-party Telematics System operator's terms and conditions, which may include system and service limitations, warranty exclusions, limitations of liability, and privacy practices relating to the collection, use, and sharing of information about LESSEE and the Vehicle. If the Vehicle does not have an active Telematics System, LESSEE agrees not to activate it. If LESSEE or any other person activates a service in violation of this Agreement, LESSEE will be responsible for all subscription fees.

c. Connected Vehicles. LESSOR reserves the right to use the Vehicle Telematics System in connection with an Authorized Driver's smart phone or other device to process the lease, including the start and end time, fuel levels, and mileage (to the extent permitted by law).

d. Covert Vehicles. LESSEE may request Telematics System be removed or not be installed on Vehicles deemed covert, undercover or for which tracking may create security risk to operators of such Vehicles. LESSEE acknowledges Vehicle manufacturer's integrated Telematics Systems may not be removable. LESSEE waives any liability, claim or loss to LESSOR in regards to manufacturer's Telematics Systems.

13. Repossession of the Vehicle. As authorized by applicable law, a breach of this Agreement and/or Prohibited Use may result in a decision by LESSOR to repossess the Vehicle. If a Vehicle is not returned when due under this Agreement, there is a Prohibited Use or other breach of this Agreement, LESSEE authorizes LESSOR to report that Vehicle as stolen to law enforcement authorities, for the issuance of warrants for the arrest of the LESSEE and/or any driver of the Vehicle. LESSEE agrees that the action taken, in the judgment of LESSOR is privileged and not actionable at law. If a Vehicle is stored or parked illegally, or appears abandoned; or Charges are not paid as required by this Agreement, LESSEE authorizes LESSOR to repossess the Vehicle with or without notice and the LESSEE will be charged for all costs associated with the repossession. LESSEE agrees that the action taken, in the judgment of LESSOR is privileged and not actionable at law.

14. Independent Contractor. Neither this Agreement nor the use or operation of any Vehicle of LESSOR constitutes the creation of any agency, employment, joint employment, or other legal relationship for which LESSOR may be vicariously responsible for this lease and/or use of the Vehicles by the LESSEE or any driver at any time. The LESSEE, all Authorized Drivers and any other driver are independent contractors as a matter of law.

15. Miscellaneous. No term of this Agreement can be waived or modified except by a writing that LESSOR has signed or on a form that LESSOR provides. This Agreement and the Schedules hereto constitutes the entire agreement between LESSEE and LESSOR. All prior representations and agreements between LESSEE and LESSOR regarding the use of a Vehicle are void. A waiver by LESSOR of a breach of this Agreement is not a waiver of an additional breach or waiver of the performance of LESSEE's obligations under this Agreement. LESSOR's acceptance of payment from LESSEE or LESSOR's failure, refusal or neglect to exercise LESSOR's rights under this Agreement does not constitute a waiver of another provision of this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE RELEASES LESSOR FROM ALL LIABILITY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS TRANSACTION OR THE RESERVATION OF A VEHICLE. If a provision of this Agreement is deemed void the remaining provisions are valid and enforceable.

16. Assignment. Without notice to LESSEE, LESSOR may assign or sale its interest in, grant a security interest in, or otherwise transfer, in whole or in part to any person or entity, this Agreement, one or more Schedules, any or all of the Vehicles or any of its rights, interests, or obligations with respect thereto, including, without limitation, all payments and other sums due or to become due under the Schedule to one or more persons or entities ("**Assignee**"). Upon notice of the assignment, LESSEE shall make all payments to the Assignee. LESSEE acknowledges that any such assignment or transfer by LESSOR will not materially impair LESSEE'S prospect of obtaining return performance by LESSOR, materially change LESSEE'S duties or obligations under this Agreement or any affected Schedule, nor materially increase the burdens or risks imposed on LESSEE, and LESSEE further agrees that any such assignment or transfer shall be permitted even if the same could be deemed to materially affect the interests of LESSEE. LESSEE SHALL NOT ASSERT AGAINST ANY ASSIGNEE ANY CLAIM, DEFENSE, COUNTERCLAIM OR SET-OFF THAT LESSEE MAY AT ANY TIME HAVE AGAINST LESSOR.

17. Definitions. "**Authorized Driver**" means: (a) LESSEE (if an individual); (b) the additional authorized drivers listed by LESSOR on Schedule A of this Agreement; and (c) if the LESSEE is a municipal entity, Authorized Driver includes the LESSEE's employees who are permissible drivers on LESSEE's auto insurance policy, and any others who are listed on Schedule A as amended from time to time. Authorized Drivers are the only persons permitted to drive the Vehicle. Each Authorized Driver must be at least age 21 and possess a valid driver's license. LESSEE must notify LESSOR of any changes to the list of Authorized Drivers. "**Loss of Use**" means the loss of LESSOR's ability to use the Vehicle for any purpose due to damage to it or loss of it during this rental, including uses other than for rental, such as display for rent, display for sale, opportunity to sell, or transportation of employees. "**Daily Rental Rate**" means the daily time and mileage fee for the Vehicle. "**Diminished Value**" means the actual cash value of the Vehicle just prior to damage or loss less the value of the Vehicle after repair or replacement. "**Charges**" means the fees and charges that are incurred under this Agreement. "**State-Specific Notices**" means the additional notices and disclosures for certain states, which are set forth in Schedule B.

18. Certification. LESSEE hereby certifies, under penalty of perjury as follows:

- a. LESSEE intends that more than fifty percent (50%) of the use of the Vehicles subject to this Agreement will be in the LESSEE'S trade or business, including the LESSEE'S normal operations as a municipality if LESSEE is a municipality; and
- b. LESSEE has been advised that LESSEE will not be treated as the owner of the Vehicles subject to this Agreement for Federal income tax purposes.

19. Provisional Security Agreement. This Agreement and all the Schedules are intended by the parties to be a "lease" as that word is used and defined under CO State law. Further, this Agreement and all the Schedules are intended by the parties to be a "true lease" and not a disguised sale. In the event that it is determined at any time in any legal proceeding that any Vehicle is not subject to a true lease and or that the ownership, or title to any, of the Vehicles is not held by and or in LESSOR, then LESSEE herewith grants to LESSOR a security interest in all the Vehicles subject to this Agreement and every Schedule (and any and all amendments thereto) and all proceeds thereof to secure the performance of all obligations of whatever kind or nature due by LESSEE to LESSOR under this Agreement and every Schedule. LESSEE also agrees to execute any and all documents including but not limited to all security agreements and financing statements, and to take whatever other actions are requested and or required by LESSOR to perfect and to continue LESSOR'S security interest in and to the Vehicles.

20. Termination. This Agreement may be terminated by LESSEE for any reason or no reason at all with thirty days written notice to LESSOR. Any existing leased Vehicles will continue until the end of the Lease Period with all obligations of LESSOR and LESSEE

and the terms of this Agreement continuing until all Vehicles have been returned to LESSOR and LESSOR confirms LESSEE has fulfilled its obligations under this Agreement.

21. Applicable Law. The laws of the State of CO, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

22. Term of Agreement. The term of this Agreement shall be for one year from the Effective Date but may be extended by written agreement by the Parties for an additional one year period. Payments made pursuant to this Agreement are subject to and contingent upon the continuing availability of funds for the purpose thereof, and this Agreement may be terminated if government funds are unavailable. Notwithstanding the foregoing, termination does not alleviate LESSEE's obligations to LESSOR under this Agreement for Vehicles previously leased to LESSEE which have not been returned and accepted by LESSOR.

By signing below, LESSEE agrees to all the terms and conditions of the Agreement.

LESSEE: City of Grand Junction

LESSOR: Unified Fleet Services, LLC

By Jay Valentine
Jay Valentine (Sep 21, 2022 14:33 MDT)

By 

Name: Jay Valentine

Name: John Mike Scott

Title: General Services Director

Title: CEO

Email: jayva@gjcity.org

Email: jms@unifiedfleetservices.com

Date: Sep 21, 2022

Date: 9/20/2022

Federal Tax ID # 84-6000592

**Schedule B
State-Specific Disclosures**

The following additional disclosures may apply to Vehicles that are delivered within the applicable state.


Arizona:

THE OWNER DOES NOT EXTEND ANY OF ITS MOTOR VEHICLE FINANCIAL RESPONSIBILITY OR PROVIDE PUBLIC LIABILITY INSURANCE COVERAGE TO THE LESSEE, AUTHORIZED DRIVERS OR ANY OTHER DRIVER.

LESSEE will be in violation of A.R.S. §13-1806 if a Vehicle is not returned within 72 hours of the date and time the Vehicle is due back. If LESSEE fails to return the Vehicle within 72 hours of the date and time due in, LESSEE may be found guilty of a Class 5 felony that could result in a fine of up to \$150,000 per charge and/or imprisonment of up to 7.5 years.

California

Failure to return a Vehicle within 72 hours after the date and time due-in may result in LESSOR reporting the Vehicle as stolen. LESSEE authorize LESSOR to contact you at the phone number and email listed elsewhere in this Agreement if a Vehicle is not returned on the date and time due in.

 **WARNING:** Operating a motor vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, and assure adequate ventilation inside the car. For more information go to www.P65Warnings.ca.gov/passenger-vehicle

Utah

Notice: Failure to return the Vehicle within 72 hours of the expiration of the Lease Period may constitute a criminal offense under Utah law; which is a second-degree felony that is punishable by a fine of up to \$10,000 and/or imprisonment of up to 15 years.

SUMMARY OF VEHICLE LEASE AGREEMENT

This SUMMARY of VEHICLE LEASE AGREEMENT (the "Agreement") is entered into on the date it has been fully executed by the parties (the "Effective Date"), between City of Grand Junction ("LESSEE") and Unified Fleet Services LLC, a Utah limited liability company (the "LESSOR").

1. Lease. LESSEE and LESSOR have entered into that certain Master Lease Agreement of even date herewith ("MLA") and desire to summarize various terms of that MLA herein.

2. Liability; Risk of Loss. LESSEE shall provide insurance for the vehicle which must include the following coverages: (i) comprehensive fire and theft coverage and collision coverage, with a maximum deductible of \$5,000; and (ii) liability insurance for at least \$1,000,000 Combined Single Limit. LESSEE shall list the LESSOR as the "Loss Payee" for the coverages "i" and as "Additional Insured" for coverages "ii". Certificates of Insurance must be provided to LESSOR prior to delivery of Vehicles.

3. Damage. LESSEE is responsible for any and all damage to the vehicles and shall promptly repair any such damage. LESSEE shall be responsible to maintain vehicles per OEM specifications and service intervals. LESSEE shall return vehicles in the same condition as received at start of lease, less normal wear and tear.

4. Registration. LESSEE is responsible to tag and register the vehicles in LESSEE's name and is responsible for related compliance and regulatory requirements in their jurisdiction.

5. Lease Type. Vehicles are identified by the type of lease in the final column on the Schedule A attached hereto. The meaning of each type of lease is defined as follows:

Standard: 12-month annual lease with standard settlement charges and annual lease payments.

ERP: Express replacement vehicle. Vehicle is: (1) registered to LESSEE; and (2) available within 2 business days of LESSEE's request. LESSOR covers: (1) insurance; (2) interest charges; and (3) storage charges until the vehicle is placed in service for LESSEE. Vehicle may be used by LESSOR until placed in service. Lease charges are incurred by LESSEE once the vehicle is delivered to LESSEE.

6. Delivery. Delivery fees may be assessed in addition to lease fees listed below.

WHEREAS, the parties hereby sign and agree to this Agreement as of the Effective Date.

LESSOR:
Unified Fleet Services, LLC



Name: John Mike Scott

Title: CEO

Date: 9/20/2022

LESSEE ("Client"):
City of Grand Junction


Jay Valentine (Sep 21, 2022 14:33 MDT)

Name: Jay Valentine

Title: General Services Director

Date: Sep 21, 2022

Schedule A - Vehicles

Year	Make	Model	VIN	Settlement	Lease Start	Lease End	Lease Rate*	Additional Charge
2022	Ford	F150	1FTFW1E80NKD50902	\$64,611.88	7/15/2022	7/15/2023	\$5,500	
2022	Chevy	3500	2GC4YUEYXN1200296	\$60,463.00	7/15/2022	7/15/2023	\$5,500	
2022	Chevy	Traverse	1GNEVHKW9NJ138877	\$41,792.00	7/15/2022	7/15/2023	\$7,500	
2022	Ford	Explorer	1FM5K8GC3NGA54059	\$55,114.00	7/15/2022	7/15/2023	\$7,500	
2022	Ford	Explorer	1FM5K8GC8NGA56051	\$55,114.00	7/15/2022	7/15/2023	\$7,500	
2022	Ford	Explorer	1FM5K8GCXNGA56231	\$55,114.00	7/15/2022	7/15/2023	\$7,500	
2022	Chevy	Silverado	1GCUYEED9NZ144801	\$49,617.00	7/15/2022	7/15/2023	\$5,500	

*Additional delivery or destination charges may apply






Revised Lease Documents - Grand Junction

Final Audit Report

2022-09-21

Created:	2022-09-20
By:	Lauren Daly (lauren@unifiedfleetservices.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIbsh4JJPvUE1IPCSA_8ao97POD04ib9r

"Revised Lease Documents - Grand Junction" History

-  Document created by Lauren Daly (lauren@unifiedfleetservices.com)
2022-09-20 - 11:59:35 PM GMT- IP address: 24.234.210.219
-  Document emailed to jayva@gjcity.org for signature
2022-09-21 - 0:00:22 AM GMT
-  Email viewed by jayva@gjcity.org
2022-09-21 - 3:48:13 AM GMT- IP address: 174.212.211.188
-  Signer jayva@gjcity.org entered name at signing as Jay Valentine
2022-09-21 - 8:33:57 PM GMT- IP address: 198.204.116.131
-  Document e-signed by Jay Valentine (jayva@gjcity.org)
Signature Date: 2022-09-21 - 8:33:58 PM GMT - Time Source: server- IP address: 198.204.116.131
-  Agreement completed.
2022-09-21 - 8:33:58 PM GMT