

Louisiana Rural Ambulance Alliance Asset Lease Agreement

I. PARTIES TO LEASE

This LEASE is made and entered into by and between the Louisiana Rural Ambulance Alliance hereafter referred to as LESSOR, and **<PROVIDR NAME>**, hereafter referred to as LESSEE. Whereas the Lessor agrees to lease to the Lessee the following described asset, to wit:

II. PROPERTY SUBJECT TO LEASE

ASSET DESCRIPTION	SERIAL/VIN/LIC PLATE NUMBER(S)	INVENTORY CONTROL #	REPLACEMENT VALUE

III. TERM OF LEASE

This lease shall begin on the **DAY** of **MONTH, YEAR** and terminate on the **DAY** of **MONTH, YEAR**.

IV. RENT AMOUNT, PAYMENTS AND LATE CHARGES

The first monthly payment is due on the date of this Lease, and the remaining monthly payments will be paid on the same day of each month thereafter, except monthly payments which would be due on the 29th, 30th, or 31st day of the month will be due on the first day of the following month.

The daily payment for the asset made the subject of this lease shall be: One Dollar for every 30 days of use.

If Lessor does not receive the monthly payment by Lessee within 10 days of its due date, Lessee shall pay a late charge of 10% of the amount which is past due or \$25.00, whichever is greater, to the extent allowed by applicable state law.

In addition, the Lessee agrees to pay an \$85.00 satellite communication service fee per day upon activation of the satellite communication service. This fee will only apply if the Lessee activates the satellite communication service.

Lessee also agrees that it shall pay an additional \$25.00 service charge for any check, instrument or electronic fund debit which is returned to Lessor unpaid for any reason, including but not limited to non-sufficient funds, to the extent allowed by applicable state law.

V. SECURITY DEPOSIT

Upon execution of this Lease Contract, Lessee agrees to deposit with Lessor, the receipt of which is hereby Acknowledged, the sum of \$100.00. This deposit, which is non-interest bearing, is to be held by the Lessor as security for the full and faithful performance of all of the terms and conditions of this lease and shall be forfeited upon the violation or default of any of the covenants, agreements, terms or conditions herein made, assumed, or agreed to by Lessee. Upon Lessee's return of the asset at the termination of this lease, payment of all rent due and owing in accordance with the terms of this lease and the surrender of all keys at the office of Lessor, Lessee shall be entitled to the return of said security deposit provided the leased asset is returned in as good condition as it was at the time the Lessee first took same. Deductions will be made from this security deposit to reimburse Lessor for the cost of repairing any damage to the asset or equipment or replace or pay for any of the articles or equipment that may be broken, damaged beyond repair, lost or missing at the termination of the lease. Lessee agrees to deliver the asset clean and free of trash at the termination of this lease. In the event that such damages exceed the amount of the security deposit, Lessee agrees to pay any excess cost to Lessor.

This security deposit is not an advance rental, and Lessee may not deduct any portion of the security deposit from the rent due to Lessor by Lessee. Lessor agrees that, provided all terms and conditions of this lease are complied with, Lessor will refund the security deposit to Lessee after the asset has been returned, all keys returned, and the asset has been inspected by Lessor.

VI. ASSET USE

The asset made the subject of this lease is to be used for: *Disaster Response and Event Stand-by services.*

Lessee expressly agrees that lessee shall not:

(a) use the Asset for any illegal activity or any purpose other than those which are in compliance and conform to all federal, state, and local laws; (b) use the Asset for lease or rental to others; (c) take or omit to take any action which materially impairs the value or usefulness of the Asset; (d) use the Asset for any purpose other than what the Asset was manufactured and designed for; (e) allow the asset to be driven or moved by someone who is not a licensed driver under all applicable state and federal laws and (f) allow the Asset to be removed from the State of Louisiana without sending notification to and receiving permission from Lessor, and then, only to accomplish the mission for which out-of-state travel was necessary. Lessee is strictly prohibited from subletting, assigning, or granting the use or possession of subject asset.

Lessee shall keep the Asset free and clear of all levies, liens, and encumbrances.

VII. INSURANCE

The Lessor will provide insurance on the asset for seven (7) days after the effective date of the lease. The seven day period begins to run on the date the lease becomes effective.

After this seven (7) day period has lapsed, the Lessee expressly agrees that all insurance on leased asset(s) will be the sole responsibility of Lessee. Moreover, Lessee expressly agrees that the following minimum coverage of insurance shall be maintained at all times, after the aforementioned seven (7) period has lapsed, on subject asset:

- A. PUBLIC LIABILITY for bodily injury or death to any one person for not less than \$500,000, and for any one occurrence, not less than \$1,000,000;
- B. PROPERTY DAMAGE for not less than \$100,000;
- C. COMPREHENSIVE LIABILITY including theft and fire, for the asset's actual value (payable in cash and not by a replacement asset) with a maximum deductible of \$1,000; and
- D. COLLISION LIABILITY for the asset's actual value (payable in cash and not by a replacement asset) with a maximum deductible of \$1,000.

The policy must name LOUISIANA RURAL AMBULANCE ALLIANCE as an additional insured for coverage in sections "A" and "B" and as loss payee for coverage in sections "C" and "D". Prior to the end of the seven (7) day period where the Lessor will insure the asset, the Lessee's insurance carrier MUST provide a certificate of required insurance coverage directly to Lessor. Lessee must provide Lessor with at least twenty-four hours advance notice of the cancelation of coverage. Lessee understands that should Lessee fail to maintain the above insurance that Lessor has the right, but not the obligation, to obtain insurance for Lessee at Lessee's sole expense.

VIII. ASSET MAINTENANCE; ASSET RETURN

A. MAINTENANCE:

Lessee shall keep the Asset in good repair, condition, and working order and shall maintain and furnish any and all parts, mechanisms and devices required to keep the Asset in good working order.

Lessee shall pay all expenses for asset use and operation, including maintenance, fuel, oil, tires and other expenses. At Lessee's expense, Lessee shall have asset serviced in accordance with the manufacturer's minimum recommendations, have the service validated, and be able to provide proof that such service has been performed. Lessee agrees that Lessee shall maintain the asset in good working order and condition.

The lessee agrees to contact the lessor if any necessary repairs must be made on the leased asset immediately after discovering the defect that needs to be repaired. The Lessor will have these necessary repairs completed within a reasonable time from the day it is contacted by the lessee, repair shop permitting. The lessor will only make repairs to damages or defects which are the result of normal wear and tear or those damages or defects which are not caused by the lessee's fault or that of persons who, with his consent, use the thing.

If Lessor requests, Lessee shall allow Lessor to inspect the asset at any reasonable time. Lessee shall not make any changes to asset that would decrease its value or usefulness, or that violate any law. All changes made to asset that cannot be removed or modified without decreasing the value or usefulness of the asset will become the property of Lessor when such changes are originally made.

B. EXCESS WEAR AND TEAR:

Lessee shall pay the costs of all repairs to the asset that is not the result of normal wear and tear. These costs include, but are not limited to: (1) repair of all mechanical defects, and any damage remaining after substandard repairs, plus (2) repair or replacement of all dented, scratched, chipped, rusted or mismatched body panels, paint, or asset identification items, all dented, scratched, rusted, pitted, broken or missing trim and grill work, all scratched, cracked, pitted or broken glass; all broken or burned out lights, all electronic malfunctions, all interior rips, stains, burns, or worn areas, plus (3) replacement of any missing parts, accessories, or adornments; plus (4) repair of any damage that makes the asset either unlawful or unsafe to drive, plus (5) repair of all damage which would be covered by collision or comprehensive

insurance whether or not such insurance is actually in force.

C. ASSET RETURN:

Lessee shall return asset to place specified by Lessor, whether at the end of the lease term, or at the request of Lessor upon default. When the asset is returned, lessee agrees that it will have all parts and accessories. The Lessee shall be required to return the leased asset in the same condition it was in prior to the lease, minus normal wear and tear. **If asset(s) are returned after event(s) not being cleaned to the condition the asset was in when lessee took possession of the asset(s), the lessee agrees to pay One Hundred Fifty Dollars (\$150.00) to have asset(s) professionally cleaned.**

D. ASSET CONDITION REPORT

Lessee understands further that at the inception of the lease, the lessee will meet with the Lessor's authorized representative to complete a pre-lease asset inspection and a pre-lease asset inspection form.

Lessee shall provide to Lessor a signed pre-lease asset inspection form that clearly specifies each and every observable defect, whether it be physical or mechanical, that exists on the asset at the time of the lease's inception and that such pre-lease inspection form shall be used at the termination of the lease for purposes of determining excess wear and tear, excess mileage and any other damage.

When the asset is returned, Lessee understands that it will be required to sign a properly completed post-lease inspection form after the asset is inspected by the lessee and the Lessor's authorized representative, acknowledging the physical and mechanical condition of the asset. This post-lease asset condition report will be the basis for determining excess wear and tear and excess mileage.

IX. ASSET WARRANTIES

Lessee expressly understands and acknowledges that:

Lessor is not providing any warranty or representation, and that Lessor shall not be liable for any complaints or claims on the asset. Lessee further disclaims all warranties on the leased asset, whether express or implied, including, but not limited to implied warranties of merchantability, and fitness for a particular purpose. Lessee further acknowledges that Lessee is leasing the asset "AS IS". Lessee Initial Here: _____

X. INDEMNITY

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Asset, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Asset.

XI. ASSET LOSS OR DAMAGE

Lessee hereby assumes and shall bear the entire risk of loss and damage, ordinary wear and tear resulting from proper use thereof alone excepted, to the Asset from any and every cause whatsoever. No loss or damage to the Asset or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease.

Lessee shall notify Lessor as soon as possible if the Asset is damaged or destroyed, stolen, abandoned, or taken by the police or other government official.

In the event of loss or damage of any kind whatever to the Asset, Lessee shall, at Lessor's option:

- (i) Place the Asset in good repair, condition and working order; or
- (ii) Replace the Asset with like equipment in good repair, condition and working order; or
- (iii) Pay to Lessor the repair or replacement cost of the Asset.

If the Lessor chooses to allow the Lessee to replace parts on the Asset or the entire Asset, all replacement parts and assets must be approved by the Lessor.

XII. DEFAULT AND EARLY TERMINATION

In the event Lessee should fail to pay any one of the aforesaid installments of rent, or any part thereof when due or in the event Lessee should fail to perform or observe any of the covenants, agreements, terms or conditions herein made, assumed or agreed to be Lessee, or in the event Lessee abandons the leased vehicle, or in the event of the insolvency of Lessee, then in any of the said events Lessor may, at its option: (1) immediately forfeit this lease and terminate the same and repossess the asset and expel Lessee and any other person in possession thereof and holding Lessee liable for all accrued rent and for any and all damages caused by or arising from Lessee's breach; or (2) immediately repossess the asset and re-let same for the account of Lessee, holding Lessee liable monthly for any deficiencies resulting for the residue of the term; or (3) may declare due and payable all unpaid rentals for the entire residue of the term; or (4) pursue any other right or remedy available in law or equity. All such rights and remedies are in addition to and not to the exclusion or exhaustion of any other rights, remedies or causes which Lessor may have including the right to collect past due rent and distraint, and the exercise or pursuit of Lessor of any of the rights, remedies or causes of action occurring hereunder shall not be in exhaustion or exclusion of any other rights, remedy or cause of action Lessor might otherwise have. In the event Lessee abandons the vehicle, nothing herein shall require Lessor to re-let same for Lessee's account, and there shall not be a duty to do so. The failure of Lessor to exercise the options herein available to Lessor in any one or more instances shall not be a waiver of the right to exercise such option for any future breach of the same or any other covenant, agreement or condition.

In the event Lessee should default under the terms and conditions hereof, or fail to perform any of the terms and conditions herein contained and required of Lessee, and Lessor employs an attorney-at-law to protect Lessor's interest and Lessor obtains a judgment or settlement in Lessor's favor, then the fees, charges, and expenses of such attorney-at-law, and all costs, charges and expenses in obtaining said judgment or settlement shall and will form a portion of such judgment or settlement and be included in such judgment or settlement and then be paid to Lessor.

The Lessor may cancel the lease on the Lessee's default through written notice to this effect, delivered to the Lessee or mailed to him by registered or certified mail at his address as is shown in the lease contract,

or at Lessee's last known address. Upon receipt of such notice or within five days after its mailing, whichever is earlier, Lessee shall surrender possession of the leased asset to Lessor within the delays provided above, Lessor may cause Lessee to be cited summarily by a court of competent, jurisdiction to show why Lessee should not be ordered to surrender possession of the vehicle.

At the Lessor's demand, the Lease shall terminate and be voided upon the activation of the LRAA's Ambulance Surge Contract so that all necessary assets can be utilized for emergency response. The lessor shall give lessee twenty- four (24) hours written notification of the termination of the lease due to activation of the Ambulance Surge Contract. Lessee shall surrender possession of the leased asset twenty-four hours notification is delivered to lessee. In the written notification, the lessor shall include proof of the activation of its Ambulance Surge Contract with the state. The LRAA's Surge Contract is activated on a contingency basis and is activated by the State. Written notification as used in this termination provision means any written notification, such as but not limited to, mail, facsimile, or electronic mail.

The failure of the Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions hereby contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right thereafter to enforce any such terms, covenants, agreements and conditions, but the same shall continue in full force and effect.

XIII. OWNERSHIP

The Asset is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

XIV. VENUE OF DISPUTES

Lessee expressly agrees that any and all disputes arising out of this contract of lease shall be initiated in the Twenty-third Judicial District Court for the Parish of Assumption, State of Louisiana.

XV. GOVERNING LAW

The parties agree that the law governing this lease shall be that of the State of Louisiana without regard to its conflict of laws principles.

XVI. SEVERABILITY

Each provision of this Agreement is intended to be severable. In the event that ant one or more of the provisions contained in the LEASE shall for any reason be held to be invalid, illegal, or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Lease but this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein; provided, however, that no provision shall be severed if it clearly apparent under the circumstances that the parties thereto would not have entered into the Lease without such provision.

XVII. CAPTIONS

The captions set forth in this Lease are for convenience only and shall not be construed as part of this Lease or in any way limiting or amplifying the terms hereof.

XVIII. COUNTERPARTS

This Lease may be executed in several counterparts, all of which together will constitute one agreement binding on all parties hereto, notwithstanding that all Parties have not signed the same counterpart.

XIX. ENTIRE AGREEMENT BETWEEN THE PARTIES

This lease contract contains the entire agreement between the parties hereto and neither party is bound by any representations or agreements of any kind except as herein contained, or as this lease may be amended in writing only. Any notices, demands or citations under this lease may be served personally on Lessee or by mail addressed to Lessee at the address contained in this lease contract. This lease shall be binding on executors, administrators, successors or assignees of the parties hereto.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease, on this _____ day of _____,

Lessee/Provider Name

Donna E. Newchurch, CEO, LRAA

Lessee/Representative, Title

Witness

Lessee Street Address

Witness

City, State, Zip

Date