



ABC EMERGENCY RENTAL

6712 S. Crescent Blvd

Pennsauken, NJ 08109

(609) 868-3142

ABC Emergency Rental – Master Agreement

Date: December 4, 2019

Prepared By: John Perozzi Jr

Invoice Number: 2019-0015

Customer Information:

Billing Customer: NIP Management – GSMJIF

Billing Contact: Tenisha Smith

Billing Address: 900 U.S. Route 9

Woodbridge, N.J. 07095

Billing Phone: 732-362-5458

Billing Email: tsmith@nipgroup.com

Leasing Customer: Twp Of West Orange Fire

Leaser Contact: Chf. Anthony Vecchio

John Gross CFO

Leaser Address: 66 Main Street

Twp of West Orange, N.J. 07052

Leaser Phone: 973-325-4185

Leaser Email: firechief@westorange.com

jgross@westorange.com

TERMS AND CONDITIONS OF LEASE

This Master Lease Agreement (hereinafter Lease) dated December Day of 19, 2019, is for the lease of an emergency vehicle and/or equipment if any (hereinafter Vehicle) as described in Schedule A Vehicle Identification hereto attached, by and between ABC Rent-A-Car Inc., trading as ABC Emergency Rental (Lessor), a New Jersey corporation, with its principal office located at 6712 S. Crescent Blvd, Pennsauken, NJ 08109 and Township of West Orange (Lessee)

With its principal office located at: 66 Main Street

In the County of: Essex County

In the city/township/village of: Township of West Orange

In the State of: New Jersey

ABC Emergency Rental and the Lessee shall sometimes be collectively referred to as the "Parties". This Master Agreement provides the basic terms of every rental contract between ABC Emergency Rental and Lessee, however, the specifics of each rental contact shall be found in (if and as necessary) the Supplemental Rental Agreement(s) ("Supplemental Agreement(s)") or the Rental Extension Agreement(s) ("Extension Agreement(s)"). All capitalized terms are defined herein or in the Supplemental Agreement or Extension Agreement

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

1. **Vehicles Covered:** ABC Emergency Rental agrees to lease to the Lessee and the Lessee agrees to lease from ABC Emergency Rental certain vehicle(s) (the "Vehicle(s)") subject to all terms, conditions and provisions set forth herein
2. **Term of Lease:** Subject to the Terms and Conditions of this lease, Lessor hereby leases to Lessee and Lessee hereby leases from the Lessor the Vehicle(s) set forth on Schedule A "Vehicle Information" hereto attached to this Lease for a Term commencing on 19 Day of December, 2019 (Commencement Date) and continuing thereafter until and including 3 Day of June, 2020 (Termination Date), (Commencement Date and Termination Date herein after the collectively titled "Term") or until such time as the parties mutual agree in writing signed by the Lessor and authorized person(s) on behalf of the Lessee.
3. **Payment of Rental:** Lessee agrees that it will pay the rental rate and other charges as set forth in this Lease and/or the Leases (the Rental Charges), including, but not limited to, time, , mileage, fuel, service, transportation, delivery, pick-up and all other charges, in advance on the day specified. In addition to the Rental Charges, Lessee shall pay and/or reimburse ABC Emergency Rental for any sales tax, use tax, personal property tax, license fee, registration fee or fees levied or based upon the rental, use or operation of the Vehicle. During the terms of this Master agreement, the rental rate set forth in this Lease (Rental Rate) shall entitle Lessee to use the Vehicle subject to the time of this Lease. As listed in paragraph 2 of this Lease. All rental charges shall be paid to ABC Emergency Rental as it address set forth in this Lease and/or any Supplemental Agreement or Extension Agreement or in such other manner or as such other place as ABC Emergency Rental notifies the Lessee. Lessee shall make all payments under this Master Agreement, all Supplemental Agreements and Extension Agreements without set-off, counterclaim or defense.
 - a. Lessee shall pay to ABC Emergency Rental a Rental Charge for the use of the Vehicle(s) as follows: The number of Vehicle(s) shall be multiplied by the monthly/daily price of the Vehicle(s), multiplied by the number of months/days in the Term. The Rental Charge for this Lease shall be:

1 Vehicle(s) for 6 – 28 Day Cycles at \$210.00 Per day or any part = \$35,280.00
Plus a Domestic Rental Fee of \$140.00
Total Rental Charge - \$35,420.00
 - b. The Rental Charge will be payable by the 30 of the month of December and in accordance with Schedule B "Rental Charge"
 - c. Lessee covenants to pay all payments when due without any setoff, deduction or demand whatsoever, unless otherwise mutually agreed in a writing signed by all parties. Any monies paid or expenses incurred by Lessor in accordance with this Lease will be payable to Lessor. Any payments provided for in this Lease will be due with the next Rental Charge payment due after receipt of notice of such Additional payment from Lessor

Nothing contained in this Lease will be deemed to suspend or delay the payment of any sum at the time it becomes due and payable under this Lease, or limited any other remedy of the Lessor.

4. **Security for Customer's Performance:** Lessee shall also provide ABC Emergency Rental with a Deposit of \$0.00. The Lessor **may** use the deposit to set off against any unpaid rental charge or any such other cost expenses and amount due to Lessor in accordance with this Lease, that are past due. The deposit is in no way a limit of any such cost expense and amount due to Lessor in accordance with this Lease. If the Lessor set off any such cost expenses and amount due to Lessor in accordance with this Lease, the Lessee must provide Lessor with such monies to bring the deposit to its prior amount before the setoff, upon the request of the Lessor, within 10 (ten) Business day.

Concurrently with the execution of this Master Agreement, ABC Emergency Rental may demand delivery of a valid credit card account (the "Credit Card Account") to secure the performance by the Lessee of its financial obligations under this Master Agreement. Supplemental Agreement(s) and Extension Agreements). Lessee hereby authorizes ABC Emergency Rental to charge the Credit Card Account in an amount equal to one (1) times the Rental Rate as additional Security Deposit for Customer's obligations on each Vehicle rented. Which amount shall be credited to the Credit Card Account within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. Additionally, Customer hereby authorizes ABC Emergency Rental to charge the Credit Card Account in the event of default, loss, damage or other occurrence of default, including, but not limited to. Failure to pay the Rental Charges, notwithstanding ABC Emergency Rental may avail itself of any other available remedies hereunder. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year will be forfeited.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

5. **ABC Emergency Rental Disclaimer of Warranty; Customer's Obligation Unconditional:** THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY ABC EMERGENCY RENTAL TO THE CUSTOMER, EXCEPT AS CONTAINED IN THIS MASTER AGREEMENT OR ANY SUPPLEMENTAL AGREEMENT OR EXTENSION AGREEMENT AND ABC EMERGENCY RENTAL SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANYONE ELSE, OR ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLE OR BY THE FAILURE OF THE VEHICLE , OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE LEASED UNDER THIS AGREEMENT. LESSEE HAS INSPECTED AND IS FULLY FAMILIAR WITH THE VEHICLE AND ACCEPTS THE VEHICLE "AS IS" AND "WITH ANY AND ALL FAULTS". NO DEFECT IN OR UNFITNESS OF THE VEHICLE AND NO LOSS OR DAMAGE THERETO AND NO OTHER CONDITION CIRCUMSTANCE WHATSOEVER, INCLUDING, WITHOUT LIMITATIONS, THE UNAVAILABILITY THEREOF FOR ANY REASON WHATSOEVER, SHALL RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR RESULT IN THE ABATEMENT OR SUSPENSION OF ANY SUCH OBLIGATION, WHICH ARE ABSOLUTE AND UNCONDITIONAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW. ABC EMERGENCY RENTAL SHALL INCUR NO LIABILITY WHATSOEVER TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN OR CONDITION OF THE VEHICLE OR THE USE, OPERATION, OR FUNCTIONING OF THE VEHICLE. *In addition to and without limiting the provisions of this Section, Lessee confirms that in entering into this Master Agreement and by accepting each Vehicle leased (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle(s) and (2) it has not relied on any promise, affirmation, description, or other statement by ABC Emergency Rental, all of which are superseded by this Master Agreement. Lessee authorizes the deletion of any safety equipment and accepts all liability for injury or loss incurred thereby.*
6. **Vehicle Condition:** LESSOR MAKES NO REPRESENTATIONS OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, WITH RESPECT TO THE VEHICLE INCLUDING, WITHOUT LIMATATION, THE CONDITION OF THE VEHICLE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AS TO LESSEE AND OR LESSOR, THEREFORE, LESSEE EXPRESSLY AGREES THAT LESSEE LEASES THE VEHICLE "AS IS."
7. **Delivery and Pick-up Charges:** *Lessee shall pay Lessor a delivery charge of \$0.00 and pickup charge of \$0.00. Lessee may incur additional charges including \$0.00 per half hour for delivery, \$0.00 per half hour for pick-up of the Vehicle or for the transfer cost incurred by Lessor in connection with using extra vehicles required to bring the delivery drivers back to Lessor's place of business, and \$0.00 per half hour for waiting time. Lessee shall reimburse Lessor for all tolls paid by Lessor during the delivery or pickup of each Vehicle. Vehicle(s) shall be returned to Lessor by Lessee with a full tank of gas or the amount of fuel in the tank at the time of Vehicle delivery for lease. If a Vehicle is not returned with a full tank of gas or to the amount of fuel in the tank at the time of Vehicle delivery for lease, Lessor shall charge Lessee for the cost of the fuel necessary to fill the Vehicle's tank(s) at market price plus \$1.50 per gallon of fuel . These charges can and maybe waived at the sole discretion of ABC Emergency Rental.*
8. **The Lessee shall** use the Vehicle in the ordinary course of fire or emergency related business.
9. **This is a Lease only** and Lessee does not, by this Lease, acquire any right, title, or interest in or to the Vehicle
10. **Walk-Around Sheet:** *Lessee must sign a Walk-Around Sheet as provided by the Lessor prior to Lessee's taking temporary possession of the Vehicle. It shall be conclusively presumed that the Vehicle is in neat and proper appearance, good repair, mechanical condition, and running order when accepted by Lessee.*
11. **Location and Inspection of the Vehicle:** *Inspections: Lessee shall keep each Vehicle in Lessee's possession and control at Lessee's place of business or job site, except that the Vehicle may be moved in the normal course of Lessee's business or to such other location to which the Vehicle may be moved with the prior written consent of ABC Emergency Rental. ABC Emergency Rental may, without notice to Lessee, at any time during normal business hours, enter the premises where any Vehicle owned by ABC Emergency Rental is located and inspect the same.*

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

12. **Vehicle Drivers:** Lessee, as named above, represents that, ALL persons driving, handling and or otherwise operating the Vehicle are: (a) shall be operated by safe, careful, legally qualified, and properly licensed drivers; (b) be licensed to drive the type or form of vehicle leased for at least 5 (five) years of experience or over; (c) Free from any physical infirmity, chronic illness or mental disorder which could affect the safe operation of the Vehicle; (d) knowledgeable about Vehicles so as to provide safe operation of the Vehicle; and (e) No person under the age of 25 years are allowed to drive the Vehicle; (f) All drivers of the Vehicle must have 5 (five) years of experience of driving a Vehicle of the same or similar model as described in Schedule A attached hereto, without any incident and or accident, within those years of driving said types or forms of the Vehicle(s). The drivers are conclusively presumed to be the employees and or agents of Lessee (fire department and or Fire Company) only. Lessee shall cause the drivers to operate the Vehicles with reasonable care and precaution in order to prevent loss or damage to the Vehicles due to negligent or reckless use, abuse, fire, theft or collision. All persons operating the Vehicle, will abide by all Rules, Regulations and Statutes that they are governed by, the State of New Jersey or otherwise. Lessee further agrees that the operation of the Vehicle leased will be in a safe and prudent manner and will conform strictly to the above statutes, rules and regulations.
13. **Repairs; Maintenance; Use; Alterations:** Lessee shall perform and pay for all normal, periodic and other basic service, adjustments, and lubrication of any Vehicle in its control and possession, including, but not limited to: checking the fuel, oil and water levels of the Vehicle before each daily shift, and supplying same; checking cooling system (engine only); and checking tire pressures and battery fluid and charge levels weekly. Lessee shall, at its sole expense and cost, keep any and all Vehicles in good repair, condition and working order and furnish, at its sole expense and cost, all labor, parts, materials and supplies required therefore; including performing, or having performed, an A service on each Vehicle, replacing engine oil and filters, every three hundred (300) hours and providing all service suggested by the manufacturer of the Vehicle. Lessee will maintain accurate and complete records and logs of all repairs to and maintenance on each Vehicle; Lessee will furnish copies thereof to ABC Emergency Rental and will allow ABC Emergency Rental to inspect such records and logs at any time during Normal business hours. Each Vehicle shall at all times be used solely for commercial or business purposes, and shall be operated in a careful, safe and proper manner and in compliance with all applicable laws, rules, regulations, ordinances and insurance requirements, All Vehicles Rented are licensed for travel on the Federal Highways in 48 States. Any and all state or local permits for state or county road use are the responsibility of the Lessee. Any modifications or additions to the Vehicle required by any governmental entity shall be promptly made by Lessee at its sole expense and cost. No Vehicle shall be used, operated, or driven (i) to carry person other than the driver, or employees and/or volunteers of the Lessee, or (ii) to transport property for hire, unless the necessary and applicable permits and licenses have been obtained by Lessee which are the sole and exclusive responsibility of Lessee. The Vehicles rented under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) are owned by and operate under DOT numbers assigned to ABC Emergency Rental. No Vehicle identification, of any kind, shall be removed, covered, or defaced in any way. If the Vehicle is used in violation of any part of this Section, or is obtained from ABC Emergency Rental by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of the Vehicle is and shall be deemed without ABC Emergency Rental's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated in, who is either the Lessee or an authorized operator and employee of Lessee. The use of a Vehicle by Lessee or its employees shall be at Lessee's sole risk and subject to the terms and conditions of this Master Agreement. Without the prior written consent of ABC Emergency Rental, Lessee shall not make any modifications or additions to or changes in any Vehicle except as may be required in order to comply with or under this Section. Any violations and/or fines due to violation of the laws regarding shall be the sole responsibility of the Customer.

Lessee shall not without the prior written consent of Lessor (i) paint signs on any Vehicle(s); (ii) allow any non-removable signs or stickers to be placed on any Vehicle(s); (iii) use any Vehicle(s) outside of the State of New Jersey, Pennsylvania, Delaware or the state to which the Vehicle(s) has been delivered, without the prior written consent of Lessor; or (iv) permit an employee, officer, agent or representative of Lessee to make personal use of the Vehicle(s). The Lessee shall at all times park and lock the Vehicle(s) in a safe place specifically designated for, and used exclusively for the parking of the Vehicle(s) when they are not in use. The Lessee shall at all times maintain the interior and exterior of the Vehicles in clean condition. If Lessor allows Lessee to (i) paint signs on any Vehicle; or (ii) allow any non-removable signs or decals or stickers to be placed on any Vehicle the Lessee is responsible for their removal and any damage to the Vehicle as a result of such removal including but not limited to scratches, dents and or discoloration of the paint of the Vehicle. Should Lessee violated any terms of this paragraph, upon notice to Lessee, Lessee hereby agrees to allow the Lessor to use the Deposit to rectify said breach of this Lease and shall immediately replenish the Deposit so that it will be in the same amount as was required at the Lease execution.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

14. **Safe Operation and Loss of Operation of Vehicle:** During the Term of this Lease, Lessee will be solely responsible for the safe and careful operation of the leased Vehicle. Lessee acknowledges that they have examined the Vehicle prior to taking possession, and finds it to be in good condition. Lessee will be liable for and will pay for any and all loss or damage to the Vehicle during the Term of this Lease resulting from any cause whatsoever, as well as any consequential and incidental damages arising during or after the Term of the Lease. Damage will include, but is not limited to: damage in whole or in part to motor, body, , windshield, lights, antenna, and other fixtures; theft, destruction in whole or in part; towing charges, repair labor cost; and the loss resulting from the inability of the Lessor to lease, the Vehicle to others during the time when repairs or replacement of the damaged Vehicle and or equipment is being accomplished. Damages will be deducted from the deposit, but the deposit will not operate as a limit on the amount of damages.
15. **Assumed Risk:** Lessee assumes all risks and liability for injuries or death of persons and damages to, property, and the Vehicle whether or not insured, however arising from an incident to the use, operation or possession of the Vehicle, whether or not the Vehicle is working properly, and whether such injury or death to persons be to persons in the Vehicle or building or place of emergency or other place. Lessee will indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liability, including attorney's fees, resulting from or arising out of the use, operation, or possession of the Vehicle; whether or not same is due in whole or in part to the negligence, strict liability or other fault of Lessor, its agents or employees. The indemnities and assumptions of liabilities and obligations provided for here will continue in full force and effect notwithstanding the expiration or other termination of this lease, and will be effective regardless of any insurance coverage by Lessor. Lessee further grants to Lessor the right to recover reasonable attorney fees and costs incurred in the enforcement of this indemnity provision.
16. **Liability:** Lessee releases, waives and discharges Lessor, its owners, employees, agents and assigns, from all liability to the Lessee, its employees, agents, assigns and guests for any and loss or damages, and any resulting claim for damages, on account of injury or death to Lessee, its employees, agents, assigns, third parties and guests, or damage to or loss of property, whether caused by Lessor's negligence or otherwise, while Lessee is in the possession or operation of the Vehicle. The releases, waives and discharges provided for here will continue in full force and effect notwithstanding the expiration or other termination of this lease, and will be effective regardless of any insurance coverage by Lessor, Lessee further grants to Lessor the right to recover reasonable attorney fees and costs incurred in the enforcement of this provision
17. **Involvement in an Accident:** If a Vehicle is involved in any accident, Lessee shall, or Lessee shall cause its agents or employees, to notify Lessor (a) immediately by telephone and (b) within forty-eight (48) hours of the accident in writing, giving all information relative to the accident including, but not limited to, the date, time, place, and circumstances of the accident, the names and addresses of persons injured, the owners of property damaged, and names and addresses of witnesses. Lessee shall provide Lessor with a copy of the police report for such accident within fourteen (14) days of the date of the incident. Lessee, its agents and employees shall cooperate fully with Lessor, the insurer and the authorities in the investigation of such accident and the defense of any claim or suit, and shall do nothing to impair or invalidate any applicable insurance coverage. Lessee shall promptly deliver to Lessor, or its designee, any and all papers, notices, summonses, processes, and documents whatsoever served upon or delivered to Lessee or Lessee's agents or employees in connection with any claim, suit, action, or proceeding at law- or in equity commenced or threatened against Lessee or Lessor arising out of the ownership, maintenance, use, or operation of any Vehicle.
18. **Loss and Damages to Vehicle:** Lessee assumes and shall bear the risk of loss of and damage to any Vehicle from any cause whatsoever, regardless of whether the risk is insured. Lessee's failure to perform proper repairs and maintenance, as described in this Lease, shall provide an irrefutable presumption that Lessee is liable for any mechanical or physical damage to the Vehicle and that any such mechanical or physical damage is the result of the Lessee's failure to maintain. Lessee will immediately notify ABC Emergency Rental of any damage to, or loss, destruction, or theft of the Vehicle or of any part thereof with the full details of the occurrence. ABC Emergency Rental documents the condition of the Vehicle(s) (Walk around Sheet) rented upon delivery to the Lessee, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Lessee shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Lessee, using only the best parts and materials that are available. Failure for the Lessee to repair the Vehicle before returning it to ABC Emergency Rental shall result in

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Cont... ABC Emergency Rental back billing the Lessee for the damages, and the Lessee shall continue to be obligated to pay the Rental Charges under and in accordance with the Lease hereof, until such time as the Vehicle is again completely operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Lessee shall promptly pay ABC Emergency Rental the **replacement** price of the Vehicle (the "Termination Payment"); and until such time as Lessee makes the Termination Payment, Lessee shall continue to be obligated to pay the Rental Charges under and in accordance with the Lease hereof. Without relieving Lessee of its obligation to make the Termination Payment and without deferring that obligation, ABC Emergency Rental will apply toward the Termination Payment any amounts received by and payable to ABC Emergency Rental under this Master Agreement or any Supplemental Agreement or Extension Agreement and any payments with ABC Emergency Rental receives on account of such total loss or such constructive, agreed or compromised total loss under the insurance maintained pursuant to the Lease. Upon receipt of the Termination Payment and performance by Lessee of all of its other obligations under the Master Agreement and corresponding Supplemental Agreement(s) and Extension Agreement(s), ABC Emergency Rental will transfer and assign to Lessee, without recourse, any remaining rights which ABC Emergency Rental has under such insurance and, to the extent permitted by the insurer in writing, any title and interest which ABC Emergency Rental has in the Vehicle. ABC Emergency Rental's transfer of any title and interest in the Vehicle will be "AS IS, WHERE IS", SUBJECT TO THE PROVISIONS OF THE LEASE. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Lessee and shall be accessions to the Vehicle and shall belong to and immediately become the property of ABC Emergency Rental.

19. **Accident Event Reports:** In the event of any collision, accident or casualty involving this Vehicle, Lessee agrees to furnish the Lessor with a complete report of the same immediately (within a 12-24 hour period), in writing, including the names and addresses of all witnesses and parties involved.
20. **Unable to Operate Vehicle:** If any Vehicle is damaged or is unable to operate, for any reason, Lessee shall promptly contact Lessor to arrange for service of such Vehicle. Lessee shall make such Vehicle available to Lessor, in the sole discretion of the Lessor, by either (i) delivering such Vehicle to Lessor's address above in this Lease, or (ii) leaving such Vehicle parked at Lessee's place of business so Lessor may perform the service or maintenance of the Vehicle. In the event that a Vehicle is disabled while on the road, notifying Lessor of the exact location of the Vehicle and following Lessor's instructions as to the disposition of the Vehicle. In all situations Lessee shall be responsible for all charges related to any service call when such service call is necessary as a result of actions taken, or not taken, by Lessee, its drivers or employees. Lessee may have Vehicles serviced by a mechanic or garage, other than Lessor, provided Lessee obtains Lessor's written approval prior to such service being performed.
21. **Damage Assessment:** Any and All Damage assessments are the exclusive right of Lessor or its agents. In the event Lessor and Lessee are unable to settle on the amount of damages caused by Lessee during the term of this lease, Lessee agrees that the venue, for settlement of any and all claims made, will be in Camden County, State of New Jersey. Lessee will be responsible for the costs and legal fees incurred by Lessor in the pursuit of these damages.
22. **Insurance Coverage:** Lessee, at Lessee's own cost and expense, shall obtain or provide and keep in full force for the benefit of Lessor, as an additional insured or as otherwise agreed to by Lessor, during the term hereof, automobile liability, physical damage coverage and general liability insurance covering the Vehicles, their usage, maintenance and repairs. The limits of such liability shall be no less than one million dollars (\$1,000,000) per occurrence. An additional umbrella liability policy shall also be required, providing a limit of five million dollars (\$5,000,000) in excess of the primary layer of the liability and general liability policy to include but not limited to third parties injured as a result of the operation of the Vehicle. The insurance set forth herein shall be primary and not contributory, and shall cover the Lessor as an additional insured. The insurance company utilized by Lessee shall be admitted under the Insurance Laws of the State of New Jersey and shall be at least an A rated company. Lessee covenants and agrees to insure the Vehicles in the amounts, and in the manner, set forth herein.

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TERMS AND CONDITIONS OF LEASE cont.

Cont... Prior to the commencement of the term, Lessee shall provide to Lessor a Certificate of Insurance naming Lessor as an additional insured with respect to all the Vehicles set forth on Schedule A, which shall state the Vehicle Identification Numbers thereto. In the event a substitute vehicle is used, or an additional Vehicle is supplied, the Lessee shall update its insurance carrier with the proper Vehicle Identification Number to ensure each Vehicle is properly insured. Delivery or pickup of the Vehicles shall not be made to Lessee until such time as Lessor receives a copy of the Lessee's insurance coverage. The Lessor must be given at least (10) ten days written notice if the insurance is to be cancelled for any reason. If for any reason the insurance is cancelled during the Term of this Lease, the Lessor may insure the Vehicle for what the Lessor in Lessor's sole discretion deems appropriate, and charge all costs to the Lessee, including but not limited to reasonable attorney fees and insurance premiums.

During the term of this Lease, Lessee shall be liable for all loss or damage to any Vehicle caused by fire, theft, transportation, tornado, hail, flood, windstorm or earthquake if such damages are not fully covered by Lessee's insurance, provider. Lessee shall be liable for loss or damage sustained as a result of collision, riot, strike, act of terrorism and/or civil commotion. Lessee shall cause its agents and employees to take all reasonable steps to safeguard the Vehicles and to cooperate with Lessor in effecting recovery from any person or persons liable for loss or damage to any Vehicle. The provisions of this section shall survive the expiration or sooner termination of this Lease. Until all of Lessee's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full. Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000.00 per occurrence and in the aggregate and property damage liability limits of at least \$1,000,000.00 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy, The coverage may have only such exceptions as ABC Emergency Rental approves in writing, The insurance will be maintained only with insurers which are licensed in the state or states in which the Vehicles will be operated and which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers"), as stated, ABC Emergency Rental will be a named insured without liability for premiums and will be the sole loss payee under the insurance, The insurance will provide for prompt written notice to ABC Emergency Rental of any failure to pay a premium and for at least thirty (30) days' prior written notice to ABC Emergency Rental of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any of the other terms of the insurance, On the execution of this Master Agreement and at any other time on request by ABC Emergency Rental, Lessee will furnish ABC Emergency Rental with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicle(s) will be operated confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon ABC Emergency Rental's request shall provide ABC Emergency Rental with a true and correct copy of the policy in effect. Lessee irrevocably appoints ABC Emergency Rental as its attorney-in-fact to make claim for and to execute any documents in connection with any claim for, to receive payment of, and to execute and endorse all checks, drafts or other instruments received as payment for any loss, damage or destruction covered by the insurance, Lessee will not settle any claim under the insurance without ABC Emergency Rental's prior written consent, and ABC Emergency Rental may settle any claim under the insurance for such amount and on such terms as ABC Emergency Rental, in its sole and absolute discretion, determines; and ABC Emergency Rental will incur no liability to Lessee by reason of any settlement which it makes, Lessee will execute such documents as ABC Emergency Rental requests to confirm or effect the provisions of this entire Section 20.

23. **Customer's Indemnity:** Lessee shall indemnify, defend and hold Lessor, its shareholders officers, directors, employees, agents and assigns harmless from and against any and all claims, demands, losses, damages, actions or causes of action, suits, payments, expenses, costs, losses, liabilities, fines, forfeitures, penalties, proceedings or governmental inquiries, including without limitation, attorneys fees', liability with respect to bodily injury, death or property damage, expenses and costs (each a "Claim" and collectively, "Claims") arising out of or in connection with (a) breach of this Lease; (b) Claims arising wholly or in part by or resulting from any acts, of negligence, willful misconduct, or omissions by Lessee, its agents, employees, guests, licensees, invitees, sub Lessees, assignees or successors, for any cause or reason whatsoever arising out of or by reason of this Lease and/or the use of the Vehicles; (c) Claims arising out of the ownership, maintenance, use or operation of the Vehicles during the Term; (d) the excess amount of any Claim that would be covered under the insurance as so provided by Section 16 of this Lease; (e) Claims arising out of any violation of any federal, state or municipal

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Cont... statutes, laws, ordinances, rules, or regulations applicable to the operation of such Vehicles or any traffic violation thereto or (1) Claims arising out of Lessor's possession of the Vehicles (g) All Claims from third parties arising out of Lessees' use, possession and operation of the Vehicle. Lessor shall not be liable for loss of or damage to any property which is abandoned, stored, loaded, transported in or upon any Vehicle, whether or not due to the negligence of Lessor, its agents, or employees, Lessee shall hold Lessor, its agents and its employees, harmless from, and indemnify and defend them from and against, all claims based on or arising out of such loss or damage. Upon the assertion of any claim or the commencement of any suit or proceeding by any third party that may give rise to liability to Lessor hereunder, the Lessee shall promptly notify the Lessor of the existence of such claim specifying the nature of the action and the total monetary amount and/or other relief sought, therein, Lessee must defend Lessor and/or settle the claim at Lessees' own expense. Lessor shall have the right to employ separate counsel and participate in the defense at Lessee's sole expense. Lessee shall not make any settlement of any claims that might give rise to liability to Lessor hereunder without the prior written consent and approval of the Lessor unless such settlement (i) is solely for a cash payment, (ii) requires no admission of liability or wrongdoing on the part of the Lessee and Lessor, other than to grant a full and complete release to the third party claimant, (iv) imposes no restrictions on the business of the Lessor, (v) provides that the parties to such settlement shall keep the terms of the settlement confidential, and (vi) provides for a full and complete release to the Lessor. Lessee shall reimburse Lessor upon demand for any loss and or costs incurred, including but not limited to reasonable attorney fees.

The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

No right of Lessor under this section may be waived except by agreement in writing signed by an executive officer of Lessor.

24. **Default by Customer; Remedies of ABC Emergency Rental; Waiver of Bond:** Any of the following events or conditions shall constitute an event of default: (1) Lessee's failure to pay when due any Rental Charges or any other amount payable; (2) Lessee's failure to perform, or its violation of any other term, covenant or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of Lessee to report, at the beginning of each week or at the request of ABC Emergency Rental, the miles and hours on the Vehicle or (5) any reasonable ground for insecurity on the behalf of ABC Emergency Rental with respect to the performance of Lessee's obligations hereunder. While an event of default exists, ABC Emergency Rental shall have the right to exercise anyone or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Lessee; (2) sue for any damages incurred by ABC Emergency Rental due to the event of default and/or termination of the contract between ABC Emergency Rental and Lessee; (3) require Lessee to redeliver any and all rented Vehicles immediately to ABC Emergency Rental as provided in the Lease; or (4) repossess any and all Vehicle(s) without notice, legal process, prior judicial hearing, or liability for trespass or other damage, Lessee voluntarily and knowingly agrees to and waives the same, If ABC Emergency Rental attempts but is unable to repossess the Vehicle(s) for any reason whatsoever, ABC Emergency Rental may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to ABC Emergency Rental the Termination Payment and the provisions of this Lease will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to ABC Emergency Rental at law or in equity. ABC Emergency Rental may enforce any of its rights separately or concurrently and in such order as ABC Emergency Rental determines. In any proceeding by ABC Emergency Rental to recover possession of the Vehicle, ABC Emergency Rental shall not be required to post a bond or other security or undertaking, and Lessee hereby waives any right to require, and any requirement for, any such bond or other security or undertaking. Failure by Lessor to exercise any of its rights and remedies as identified in the paragraph shall not constitute a waiver of same.
25. **Failed Payments:** In the event Lessee fails to make the payments or fails to perform the conditions and agreements provided in this Lease at the times when due, Lessor shall give written notice to Lessee by certified mail, return receipt requested, at the address of Lessee, If after notice of default as set forth above, Lessee fails to make the required payments within ten (10) business days, the Lessee is in default of this Lease, and Lessee must immediately give the Vehicle to the Lessor. Lessee must allow Lessor to reenter and take possession of the Vehicle, Lessor may then seek all available remedies.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

26. **Payments by ABC Emergency; Interest:** If Lessee fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), ABC Emergency Rental may, at its option, pay such amount or perform such obligation; and Lessee shall, on demand by ABC Emergency Rental, reimburse ABC Emergency Rental for the amount of such payment or the cost of such performance. Lessee shall pay ABC Emergency Rental interest at one- and-a-half percent (1 1/2%) per month or at the highest lawful rate that may be charged on amounts payable by Lessee under any provision of this Agreement (i) from the due date thereof until it is paid, or (ii) in the case of any amount paid or any cost incurred by ABC Emergency Rental, from the date of such payment or the expenditure of such cost until ABC Emergency Rental receives reimbursement therefore.
27. **Return of Vehicles:** At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its expense, return the Vehicle(s) rented under this Lease or the Supplemental Agreement or Extension Agreement to and into the custody of ABC Emergency Rental, at its business location set forth on the first page of this Master Agreement or at such other place as ABC Emergency Rental specifies in writing, in the same repair, condition and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted, Failure for the Lessee to repair the Vehicle(s) before returning it to ABC Emergency Rental shall result in ABC Emergency Rental back billing the Lessee for the damages, and the Lessee shall continue to be obligated to pay the Rental Charges, under and in accordance with this Lease hereof, until such reasonable time as the Vehicle(s) is again operable, All Vehicles shall be returned free of trash in the cab, body, hose bed, compartments and any other parts of the Vehicle(s) or they will be subject to a clean out fee and any related disposal costs, Security deposit will be applied to any and all damages.
28. **Tires:** It is the responsibility of the Lessee to assure that the tires returned with the Vehicle(s) are in substantially the same condition as the tires that were on the Vehicle(s) at the beginning of the rental term. Upon the return of the Vehicle(s), each tire is inspected by ABC Emergency Rental and those tires worn substantially more than at the inception of the rental term shall be back billed, In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire, No exceptions, If Lessee fails to replace the tire(s) as outlined herein, ABC Emergency Rental shall back bill for the cost of replacing said tire(s), and any casing deemed un-recappable by our tire vendor will be back billed.
29. **Assignment:** This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for rental only and Lessee shall not be deemed an agent or employee of ABC Emergency Rental for any purpose. Lessee will not sell, assign, transfer, lease, pledge or otherwise encumber any Vehicle or any of Lessee's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) or in or to the Vehicle, or permit any of its rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) to be subject to any lien, charge or encumbrance of any nature. ABC Emergency Rental may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer or assign any of its rights in or to any Vehicle or under this Master Agreement Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of ABC Emergency Rental and Customer.
30. **Termination:** This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each Supplemental Agreement terminates at the expiration of the rental term as set forth in the terms of the Lease (the "Rental Term"), or at the expiration of any mutually agreed upon Extension Agreement If the Lessee wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to ABC Emergency Rental in a rentable condition, or (b) inform ABC Emergency Rental five (5) days prior to the proposed Early Termination date that the Lessee wishes for ABC Emergency Rental to pick up its Vehicle.
31. **Attorneys' Fees:** With the exception of a claim for nonpayment, Lessee agrees to pay for all of ABC Emergency Rental's reasonable legal fees and costs, including, without limitation, disbursements, court costs, the cost of appellate and post judgment proceedings, the cost of bankruptcy proceedings, including, but not limited to filing and contesting a claim, and paralegal and law clerk fees, whether or not an action is brought, for the services of counsel employed to enforce any of the obligations contained in this Master Agreement or the corresponding Supplemental Agreements or Extension Agreements.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

32. **Governing Law; Jurisdiction; Venue:** This Master Agreement and all Supplemental Agreements and Extension Agreements shall be governed by the laws of the State of New Jersey and constitutes the entire agreement between Lessor and Lessee with respect to the Vehicles and service by Lessor. The parties consent and acknowledge that the courts of the State of New Jersey shall have exclusive jurisdiction over any litigation arising from this Lease and from the relationship of the Lessee and Lessor. The Superior Court of the State of New Jersey and the United States District Court for the District of New Jersey shall have exclusive jurisdiction to hear and resolve all disputes between the parties hereto. The parties each hereby irrevocably and unconditionally agree to submit to the jurisdiction of such court for purposes of any such action or proceeding. Each of the parties to this Master Agreement hereby irrevocably and unconditionally (i) waives any objection that they may now or hereafter have to the venue of any such action or proceeding, including any claim that such court is an inconvenient forum, (ii) waives personal services of process and (iii) consents to services of process in the manner provided for in this Lease.
33. **Severability of Provisions:** If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreement(s), or the application of any such provision to any person or circumstance is held to be illegal, invalid, or unenforceable, the remainder of such agreement will not be affected by such finding, and in lieu of each provision that is illegal, invalid, or unenforceable a provision will be added as part of such agreement as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable .
34. **Entire Agreement; Amendment and Waiver; Facsimile and Counterparts:** This Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between ABC Emergency Rental and Lessee relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, among the Parties to this Master Agreement and the with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) and no right or obligation of either party under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile of this Master Agreement and! Or corresponding Supplemental Agreement(s) and Extension Agreement(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement (s) or Extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
35. **Section Headings:** Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Master Agreement
36. **No Construction Against Drafting Party:** ABC Emergency Rental and Lessee acknowledge that each of them and their counsel have had an opportunity to review the Master Agreement, the Supplemental Agreement(s) and Extension Agreements(s), and that the Master Agreement, the Supplemental Agreement(s) and Extension Agreement(s) will not be construed against ABC Emergency Rental merely because ABC Emergency Rental has prepared them.
37. **Removal from record:** Neither this Lease nor any short form or memorandum of this Lease will be recorded by the Lessee or Lessor. Such recordation will be a default under this Lease, and the Lessee or Lessor irrevocably appoints the Lessee or Lessor its attorney in fact for the limited purpose of causing the removal from the record of any such recordation. The recording party shall pay the other party all costs including attorney fees associated with the removal from record.
38. **Sale of Vehicle:** A sale, conveyance or assignment of the Vehicle or the Lessor's business will operate to release Lessor from liability from and after the effective date of such sale, conveyance or assignment on all of the covenants, terms and conditions of this Lease, express or implied, except those which arose prior to such effective date, and, after the effective date of such sale, conveyance or assignment, Lessee will look solely to Lessor's successor in interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Lessee agrees to remain as a Lessee of the Vehicle after the transfer of its ownership to Lessor's successor in interest in this Lease.

ABC EMERGENCY RENTAL
TERMS AND CONDITIONS OF LEASE cont.

39. **Notices:** All notices and other communications to be made hereunder shall be in writing and shall be deemed to have been given when the same are either: (i) personally delivered and signed for; (ii) mailed, registered or certified mail, first class postage prepaid return receipt requested; or (iii) delivered by a reputable private overnight courier service utilizing a written receipt or other written proof of delivery, to the applicable party at the address set forth below. Any party refusing delivery of a notice shall be charged with knowledge of its contents.
40. **Address of Notices:** Any Notices required or authorized to be sent pursuant to the provisions of this Lease will be sent to the parties as follows: **To Lessor at: 6712 S. Crescent Blvd Pennsauken, New Jersey, 08109**
To Lessee at: 66 Main Street, New Jersey, 07052
- Or such other addresses as will be designated by the parties on written notice. All notices and other communications under this Lease will be in writing and will be deemed to have been duly given when sent by prepaid, registered, overnight carrier or certified mail, return receipt requested.
41. **Final expression:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms, all negotiations, considerations and representations between the parties having been incorporated in this Lease. No representations, understandings, or agreements have been made or relied on in the making of this Lease other than those specifically set forth here. This Lease may only be modified by a writing signed by all of the parties or their duly authorized agents.
42. **Assign or Encumbering of Lease Vehicle:** Lessee, for itself, its employees, its legal representatives, successors and assigns, covenants that it will not assign or encumber the Vehicle in this Lease, nor sublease, or permit the Vehicle to be used or occupied by others, without the prior written consent of Lessor.
43. **Arrears of Payment/s:** If Lessee shall be in arrears in their Leasing Charge or any payment, charge or cost as provided for and in accordance with this lease, Lessor may charge, and the Lessee and/or their proxy, hereby agrees to pay, in addition to the Leasing Charges or any payment charges or costs then due, **a late payment charge of an additional twenty percent (20%) per lease day of amount in arrears.** This late payment charge is in addition to and not in limitation of any other rights and remedies of Lessor. However, if Lessee or their payment proxy shall remain in default for ten (10) business days after notice of default. This Late Fee is intended to reimburse Lessor for it's out of pocket costs and other over-head incurred during the time that the payment was not made by Lessee.
44. **Arrears of Payment/s II:** Lessor shall have the option to cancel this agreement and retake said Vehicle and all equipment as described in Schedule A, wherever the Vehicle may be found and Lessor, shall not, be liable to Lessee for any acts or omissions incident to a repossession after a default. The repossession is in addition to and not in limitation of any other rights and remedies of Lessor.
45. **Termination:** This Lease will terminate on the Termination Date set forth in this Lease or any extension or renewal, without the necessity of any notice from either Lessor or Lessee to terminate the same. For the period of __ months prior to the Termination Date, or any renewal or extension, Lessor may show the Vehicle to prospective Lessees during the business hours of 9am thru 5pm eastern standard time Sunday thru and including Saturday.
46. **Termination Date:** If Lessee is in possession of the Vehicle after the Termination Date set forth in this Lease, in the absence of any written agreement signed by all designated patties, extending the term of this Lease, the term under this Lease will become one from day to day, which either party may terminate on __30__ day prior written notice. During such occupancy subsequent to the termination date, Lessee will pay a rental rate of \$250.00 per day. The day the Vehicle is returned shall constitute a full rental day no matter what time the Vehicle is returned to the Lessor and Lessee shall be charged for this day at the rate above in this paragraph. The Vehicle must be returned to the Lessor during Lessor's hours of operation from 9am and 5 pm eastern standard time Monday thru Friday (taking into consideration the Lessor may not be open on legal holidays), delivery after 5 pm will constitute the next day, delivery after 5 pm on a Friday or legal holiday will be deemed delivered the following work day, and the Lessee shall be charged for all the days up in till the following work day. If the Lessor has to pick up the Vehicle all the terms and conditions in this Lease apply,

47. **Time:** Time is of the essence with respect to all terms and conditions within this Lease, any delay in performance shall constitute a material breach of this Lease, except as otherwise expressed and in accordance with this Lease.
48. **Succession:** This Lease, together with all schedules now and hereafter made a part, shall be binding on the respective parties and their respective heirs, executors, administrators, legal representative, successor and assigns.
49. **Assignment:** Neither this Lease, nor any interest herein, may be assigned by Lessee, whether by operation of law or otherwise, without the written consent of Lessor, which consent may be unreasonably withheld. No Vehicle may be sublet or licensed to, or encumbered by; any party without Lessor's written consent.
50. **Amendment:** This Lease, and the schedules now or hereafter a part of this Lease, may not be amended or altered in any manner unless such amendment or alterations is in writing and signed by both parties.
51. **Waivers:** The failure of Lessor in any one or more instance to insist on the performance of any of the terms, covenants, or conditions of this Lease, or to exercise any right or privilege in this Lease, or the waiver of any breach of any of the terms, covenants, or conditions of this Lease, shall not be construed as thereafter waiving any such terms, covenants, condition, right or privileges, but such terms shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
52. **Doing Business within New Jersey:** The undersigned warrant and certify to Lessor that Lessee is duly organized under the laws of the State of New Jersey, and is authorized to do business in the State of New Jersey. The undersigned representatives of Lessee further warrant and certify to Lessor that they are authorized and empowered to bind the Lessee to the terms of this Lease by their signatures thereto. Lessor requires written proof of such authorization prior to Lessee entering into this Lease.
53. **Signatures:** The parties here to be, and hereby are, authorized for and on behalf of Lessor and Lessee, respectively, to execute and deliver this Lease. Each of the Lessor and the Lessee, intending to be legally bound hereby, understand and agree to the terms of this Lease, and have executed this Lease on the date set forth above.

By execution of this Master Rental Agreement, Customer acknowledges that all Vehicles rented hereunder are rented to and in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below.

- DRIVER'S DRIVERS LICENSE INFORMATION IS MANDATORY FOR LEASE OF VEHICLE
- A COPY OF YOUR INSURANCE COVERAGE IS MANDATORY PRIOR TO VEHICLE DELIVERY OR PICK-UP
- WHEN RETURNING A VEHICLE BACK, REGARDLESS OF THE TIME THE VEHICLE IS RETURNED, A FULL RENTAL DAY WILL BE CHARGED

Customer Acknowledgement:

X _____ Signature hereby acknowledging the reading all of the above sections

_____	Name & Title	_____	Date
Lessee: Township of West Orange		Lessor: ABC Emergency Rental, INC.	
By: X _____		By: _____	
(Signature)		(Signature)	
Name: John Gross or Chief Anthony Vecchio		Name: John Perozzi, Jr	
Title: Township of West Orange		Title: President	

TERMS AND CONDITIONS OF LEASE cont.

Lessee Insurance Information

Policy Holder: Township of West Orange

Policy Number: GSMJIF2019

Insurance Company: Garden State Municipal Joint Insurance Fund

Third Party Administration Company: NIP Management Group

Effective Date of Policy: From: 1/01/2019 to: 1/01/2020

Lessee has provided ABC Emergency with policy documentation: Lessee: X Lessor: _____

Date: _____

Vehicle to be covered:

VIN# 4ENBAAA86P1002405 PLATE# XCH-C84 YEAR: MAKE: E-ONE MODEL: HUSH PUMPER

COMPANY NAME OF LEESSE: West Orange Fire

ADDRESS: 66 Main Street, West Orange, NJ 07052

DATE OF LEASE

START DATE: **December 4, 2019**

END DATE: **May 20, 2020**

TOTAL NUMBER OF DAYS OR CYCLES: **168 DAYS OR 6 - 28 DAY CYCLES**

LIST OF VEHICLES: Unit 15-02

VIN# 4ENBAAA86P1002405 PLATE# XCH-C84 YEAR: MAKE: E-ONE MODEL: HUSH PUMPER

PRIMARY DRIVER'S (AGENTS) INFORMATION:

(1) DRIVER'S NAME: _____

DRIVER'S LICENSE# & STATE _____

(2) DRIVER'S NAME: _____

DRIVER'S LICENSE# & STATE _____

Additional drivers, who may be used at the discretion of the Fire Chief and/or the Township Administrator, and will conform to paragraph 12 of this contract. Any use by a not conforming driver will be considered a breach of this contract.

ABC EMERGENCY RENTAL

SCHEDULE A

STIPULATED VEHICLE ACTUAL CASH VALUE ACV (FOR INSURANCE PURPOSES): \$ 64,000.00

ABC RENTAL UNIT NUMBER: 15-02

PAYMENT SCHEDULE:

1 VEHICLE(S) X 168 DAY(S) @ \$210.00 per day or any part = \$35,280.00

DOMESTIC SECURITY FEE

1 VEHICLE(S) X \$140.00 PER LEASE = \$140.00

Total Fee per 6 - 28 day cycle = \$35,420.00



ABC Emergency Leasing
6712 S. Crescent Blvd
Pennsauken, NJ 08109

DIRECTION FOR PAYMENT

TAX ID # 22-2106616

Township of West Orange Fire (Herein referred to as "Undersigned") here by
Directs NIP Management - GSMJIF to pay any and all charges arising for the emergency vehicle lease as stipulated in
the leasing contract between Township of West Orange Fire and ABC Emergency Leasing.
The Undersigned stipulates that any and all payments shall be made payable unto **ABC Emergency Rental, 6712 S. Crescent Blvd, Pennsauken, NJ 08109**

x Insured or ☐ Claimant Township of West Orange Fire

Claim No. 2020180774 Date of Loss: _____ Policy No. _____

Name: Township of West Orange Fire
(Insured or Claimant, herein referred to as "UNDERSIGNED")

Address 415 Valley Road

City Township of West Orange, New Jersey Zip 07052

Year	Make & Model of Leased Vehicle	Serial No.	License No.
1993	E-One Hush Pumper	4ENBAAA86P1002405	XCH-C84

(Herein called "Emergency Vehicle")

On such lease started on the 4 day of December until the lease is terminated by
either ABC Emergency Rental or the Undersigned - date to be determined. That has been lease from ABC Emergency Rental to the satisfaction of the
UNDERSIGNED.

UNDERSIGNED hereby directs NIP Management - GSMJIF

Insurance Company

To pay charges for such lease of vehicle\$ 35,420 . 00

Less amount of deductible or betterment to be paid by X insured or claimant.....\$ 00 . 00

Balance due ABC Emergency Leasing..... \$ 35,420 . 00

Supplemental Amount Due ABC Emergency Leasing.....\$. 00

To be paid unto **ABC Emergency Leasing, 6712 S. Crescent Blvd, Pennsauken, NJ 08109**

Date: _____

X _____
(Insured or Claimant)

Name John Gross or Chief Anthony Vecchio

Address 514 Valley Road, West Orange, NJ 07051

Witness

The Garden State Municipal Joint Insurance Fund agrees and acknowledges that they are responsible for paying any and all charges payable to ABC
Emergency Leasing, relating to the Master Agreement lease between ABC Emergency Leasing and the Township of West Orange.

X James Renner

Gardens State Municipal Joint Insurance Fund