

ACME AUTO LEASING, LLC

MUNICIPAL MASTER OPEN-END VEHICLE LEASE AGREEMENT

35044

I. AGREEMENT

This Master Lease Agreement between Acme Auto Leasing, LLC, a Connecticut Limited Liability Company, with home offices at 440 Washington Avenue, North Haven, CT 06473 hereinafter referred to as "LESSOR", and the undersigned party, hereinafter referred to as "LESSEE", whereas LESSEE agrees to lease from LESSOR, and LESSOR hereby agrees to lease to LESSEE, subject to the terms and conditions of this agreement, certain vehicle(s) each as set forth in LESSOR'S Lease Document (hereinafter referred to as Schedule "A").

II. TERM OF AGREEMENT

This Master Lease Agreement shall continue in force and effect covering all vehicles leased by Lessee from Lessor under a Municipal Open-End Lease and Schedule A, on or after the date of execution of this agreement and referencing this agreement by Date.

The term of the lease for each vehicle shall commence on the date of delivery of each vehicle and shall continue for the number of months as stated in Schedule "A" computed from the first day of the month following the date of delivery is other than the first day of the month. The term of the lease may be extended only by mutual agreement of the parties. In the event the Lessee fails to return vehicles to Lessor at the expiration date of the lease term, the LESSEE hereby agrees to pay Lessor all charges as set forth in Schedule "A" until such time as the vehicle is returned to Lessor. Lessor's acceptance of payments beyond expiration date shall not be construed as Lessor's agreement to any extension of the lease term.

III. RENTAL, LATE and REDEPOSIT CHARGES

The LESSEE shall, during the term of this agreement or any extension thereof, pay to Lessor the total monthly payment for the vehicle specified in Schedule "A". LESSEE does hereby agree to pay each total monthly rental to Lessor on the first day of each month, in advance without demand, deduction, or counterclaim, until the whole rental for each vehicle shall have been paid in full, including any rentals payable if the lease term for a vehicle is continued beyond its original term.

Time is of the essence of this agreement. In the event that any rental payment is not received by Lessor by the tenth (10th) day of the month, Lessor may collect and LESSEE does hereby agree to pay a late fee equal to five percent (5%) of such delinquent payment. Lessor is authorized to place a service charge of \$25.00 against Lessee's account for the handling of any returned checks. In the event Lessee pays and Lessor accepts late payments or late fees pursuant to the terms hereof, then in that event, LESSOR shall not be construed as having waived Lessee's default and acceptance thereof shall not constitute a waiver of Lessor's rights pursuant to Section VIII hereof.

IV. TAXES AND REGISTRATION FEES

Unless otherwise provided in Schedule "A" LESSEE will pay all costs of registering the vehicle in the state which the vehicle will be garaged.

LESSEE shall pay all costs of state license plates and renewals and all city/county license or registration fees required for the vehicle. LESSEE shall pay all federal luxury taxes. LESSEE shall pay all sales or use taxes as indicated in Schedule "A", together with any and all other taxes which become effective after the execution of the lease that would be applicable to any existing leases in effect between the parties. In states or counties requiring the payment of personal property taxes, LESSEE does hereby agree to reimburse Lessor the amount of such tax applicable to each vehicle leased to Lessee, within thirty (30) days from date Lessor submits an invoice of charges to Lessee. If it becomes necessary to re-register and re-title the vehicle due to its relocation, Lessee will pay Lessor all costs incurred plus a \$50 administrative fee.

V. INSURANCE REQUIREMENTS

LESSEE does hereby agree to maintain in full force and effect during the term of this lease, or any extension thereof, an insurance policy, with an insurance company acceptable to LESSOR, covering the vehicle(s) leased hereunder, as well as any substitute or other vehicle(s), as may be provided by Lessor for Lessee's use from time to time, naming Lessor as additional named insured. Said insurance policy must provide the following coverage and minimum limits of protection: Public Liability (\$100,000/\$300,000), Property Damage (\$50,000), Collision and Comprehensive (\$500 maximum deductible). LESSEE agrees to furnish any other coverage which might be required by State, Local or Federal Government agencies. LESSEE agrees to furnish LESSOR prior to delivery of any vehicle, a certificate of coverages required, which must be signed by an authorized agent of the insurance company stating that such insurance will not be cancelled or the coverage reduced without at least thirty (30) days prior written notice to Lessor. Lessee agrees to pay, at its own expense, the entire cost of insuring the leased vehicle and endorse said insurance policy to cover any other party having an interest in the vehicle. Any lapse of, or deficiency in, insurance coverage for the leased vehicle shall be considered as a default by the Lessee of the conditions of this Agreement. Lessee, its agents or employees, shall comply with all terms and conditions of said policy, including the immediate reporting of all accidents to insurer and Lessor, and do all things necessary and proper to protect and preserve the other parties' rights as a named insured in said policy. It is agreed that LESSEE shall be liable and pay for the cost of any repairs not covered by virtue of the deductible provision of such insurance or any loss not compensated by insurance.

VI. SECURITY DEPOSIT

The LESSEE agrees to deposit with Lessor the sum specified in Schedule "A" as security for the full and faithful performance by the Lessee of all terms, covenants, and conditions of this Agreement upon the Lessee's part to be performed, which sum shall be returned to the Lessee upon termination of this lease, provided that Lessee has fully and faithfully carried out all the terms, covenants, and conditions of this lease, on Lessee's part to be performed. The above deposit may be applied by Lessor to the amount of any rent or other sums which Lessor may be entitled as a result of any such failure on the part of the Lessee. LESSEE agrees that Lessor shall not be subject to any restrictions or limitations whatsoever with respect to the security funds except as provided herein. Such security funds shall not bear interest.

VII. ASSIGNMENT BY LESSOR

Lessor may assign this lease or its interest herein, and any and all rentals or other sums due or to become due under this Agreement, without consent of Lessee, but subject to the rights of Lessee as defined hereunder. Upon notice of such assignment, LESSEE shall pay the sums due hereunder to the assignee and not the LESSOR without offset, counterclaim, or defense of any kind.

APPROVED AS TO FORM

July 25, 2018

CHARLES PARKIN, City Attorney

By



MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

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RECEIVED  
CITY CLERK  
LONG BEACH, CA

## VIII. DEFAULT

(A) Time is the essence of this Agreement, and in the event that Lessee fails to pay any rental payment due hereunder in full on the due date, or defaults in the performance of any other terms, conditions, or covenants contained herein, or in the event of Lessee's bankruptcy or insolvency, or if the leased vehicle be levied upon or encumbered by Lessee in any way, then all rights and privileges pertaining to use of the vehicle afforded under the provision of this lease cease to exist with respect to Lessee, and Lessor shall have the right to take immediate possession of the vehicle, wherever found, and terminate the lease with respect to such vehicle. LESSEE expressly authorizes Lessor and its agents to enter lawfully on any premises where the vehicle may be found for the purpose of repossessing such vehicle. LESSOR may take possession of any property in the vehicle at the time of repossession and hold same for Lessee at Lessee's risk without liability on the part of the Lessor.

(B) In the event that the vehicle has been repossessed, the Lessor reserves the right to terminate the lease in accordance with the applicable termination provisions contained herein, and shall not be obligated to offer the Lessee the right to redeem the vehicle. Further, if Lessor contracts with any party for purposes of repossession of Lessee's vehicle, LESSEE shall pay all fees associated with the repossession within 15 days after receiving said invoice whether or not the vehicle is actually repossessed.

(C) Lessee shall upon termination of this lease, pursuant to this paragraph, be immediately responsible for the payment to Lessor of all monies due to or to become due under the lease termination liability portion of this Agreement. Repossession charges and all expenses incurred in returning the vehicle to the Lessor's place of business shall further be added to the termination payment due from Lessee.

(D) In the event that any sum due Lessor by Lessee under the default provisions of this lease is not paid within fifteen (15) days after the date of the invoice, interest at the annual rate of eighteen percent (18%) will be added to the amount due and payable by Lessee. LESSEE agrees, in the event the account covering this lease is placed for collection in the hands of a collection agency and/or an attorney, to pay court costs and private process service fees resulting from such collection.

## IX. CROSS DEFAULT

LESSEE agrees that Lessor shall have the right to declare Lessee in default under this lease where Lessee may be in default concerning any other lease or account or sum due by Lessee to Lessor by reason of Lessee's lease of other vehicle(s) leased by Lessor to Lessee. LESSOR shall have the right, but is not obligated to set-off any monies paid by Lessee including any security deposit paid hereunder in order to satisfy a claim for monies owed pursuant to Lessee's other vehicle leases with Lessor.

## X. CANCELLATION PRIOR TO DELIVERY

In the event that Lessee shall desire to cancel any lease prior to taking delivery of the vehicle covered thereby, but after execution of such agreement, LESSEE shall pay to Lessor a cancellation fee of 5% of the vehicle's MSRP as agreed liquidated damage and to cover Lessor's costs associated with procuring and disposing of vehicle.

## XI. TERMINATION LIABILITY

Lessee assumes the risk of the vehicle's Termination Value upon any Lease Termination. The parties expressly agree and acknowledge that the Lessee does not require any equity in the vehicles leased hereunder until the Lessor is paid all sums due under this Agreement including the payment of rental charges and the termination Value as set forth below.

### (A) THE TERMINATION VALUE IS DEFINED AS FOLLOWS:

#### LEVEL-PAYMENT LEASE:

#### ANY OPEN UNPAID RENTAL OR OTHER CHARGES, PLUS

- (1) At scheduled Lease expiration, the Termination Value shall be the Depreciated Value stated in Schedule "A".
- (2) Prior to scheduled Lease expiration, the Termination Value shall be the Depreciated Value at Lease Expiration plus the product of the number of remaining months multiplied by the Premature Termination Value as indicated on Schedule "A".
- (3) Following scheduled Lease expiration, the Termination Value will be determined by multiplying the "Extended Term Depreciation Factor" found on Schedule "A": by the number of full months beyond scheduled expiration that the Lease has been continued, the product thereof which will be "subtracted" from the Depreciated Value at Lease expiration. Continuation beyond scheduled expiration shall require Lessor's written consent.

#### STEP PAY LEASE (12 Month Minimum Term):

- (1) After the minimum term, the Termination Value shall be the difference between the capitalized cost and the product of (i) the number of full months the lease has been in effect; (ii) multiplied by the monthly depreciation reserve, plus any unpaid rental or other charges as indicated on Schedule "A".
- (2) Prior to a minimum of twelve (12) full months having elapsed the Termination Value shall be calculated in accordance with (1) as if 12 months had elapsed; thereafter adding the product of: (i) the total monthly rental; (ii) multiplied by the number of remaining months to elapse the minimum term.

### (B) TERMINATION PROCEDURES:

Upon Lease termination of any vehicle covered by this Master Vehicle Lease Agreement, LESSEE agrees that it will (a) either arrange for LESSEE's purchase of vehicle immediate sale of the vehicle, paying to Lessor the full Termination Value together with any unpaid account balance plus \$100 administrative fee, or (b) return the vehicle to Lessor for disposition, or (c) purchase the vehicle directly from The LESSOR. The vehicle, if returned to lessor for disposition, shall be sold by Lessor at Public or private sale as soon as practical, but no more than sixty day (60) days after return. The LESSOR may become the buyer at said sale. LESSOR shall not be required to notify Lessee of the time and place prior to each sale unless the Lessee has requested such notification from Lessor by certified mail received by Lessor within three days following the date the vehicle is returned to Lessor. The vehicle shall remain in all respects subject to the Lease, until proceeds of sale are received by Lessor. From the proceeds of sale, LESSOR shall deduct all direct expenses incurred in conjunction with sale of vehicle. It is agreed that the Lessor shall also deduct from proceeds of sale the sum of Six percent (6%) or such sum as may be otherwise indicated in Schedule "A" as "Sale Fee", of the sale price to cover Lessor's indirect expenses and administrative fees. The balance shall constitute the net proceeds of sale.

The "net" proceed of any sale upon termination of a lease shall be equal to the Termination Value computed as set forth in Paragraph XI (A). If the net proceeds of the sale are less than the termination value the LESSEE agrees to pay the deficiency to Lessor plus tax as adjusted rental without abatement, set off or counterclaim arising out of any circumstances

APPROVED AS TO FORM

July 25, 2018

CHARLES PARKIN, City Attorney

By



MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

whatsoever. If the net proceeds are greater than the Termination Value, LESSOR will refund said excess to Lessee, LESSOR shall determine said refund or deficiency when the vehicle is sold and shall render a statement thereof to the Lessee.

**(C) LOSS OF VEHICLE**

If any vehicle leased hereunder is lost or stolen or so damaged that it cannot in Lessor's judgment be economically repaired, the Lessor, at its option, may elect to terminate this Lease in accordance with the Termination procedures contained herein. The insurance proceed received from such loss, shall constitute the "net proceeds of sale".

(D) In the event that any sum due Lessor by Lessee upon any Lease Termination is not paid within (15) days, the amount due LESSOR shall bear additional charges as defined under the default provisions of the Lease, Paragraph VIII (D).

**XII. ODOMETER DISCLOSURE**

Under Federal Law, the LESSEE must disclose the vehicle's mileage in connection with the transfer of vehicle ownership. Failure to comply with the requirement or making a false statement may make Lessee liable for civil damages and result in fines and/or imprisonment pursuant to the Truth-in-Mileage Act of 1986. On Lease termination or other transfer of vehicle ownership, Lessee agrees to complete, sign and deliver to Lessor the required odometer disclosure on form LESSOR will provide.

**XIII. USE OF VEHICLE**

(A) LESSEE shall permit only safe, careful, licensed authorized drivers to operate the vehicle, LESSEE agrees upon written complaint from Lessor, specifying any excessive collision claims or an indication of any other incompetence by or of any driver, to take such action as it is necessary to correct these conditions.

(B) The vehicle shall not be used for hire or public transportation and vehicle use shall, except with written permission of Lessor, be confined to the United States.

(C) LESSEE, shall not permit any vehicle to be used in violation of any federal, state or municipal statutes, law, ordinances, rules or regulations or contrary to the provisions of any applicable insurance policy, and LESSEE shall indemnify and hold Lessor harmless from any and all fines, forfeitures, damages or penalties resulting from violation of such laws, ordinances, rules or regulations.

If Lessor is required to make payment for said violation, LESSEE shall reimburse Lessor all costs including fines, interest and other penalties plus a service charge of \$25.00 per violation.

**XIV. INDEMNITY**

LESSEE shall defend, indemnify and hold harmless Lessor and the officers and employees of Lessor, from and against all damage, loss, theft, or destruction of the vehicle, and against all losses, liabilities, injury's, claims, demands cost and expenses of every kind and nature whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition or operation of the vehicle during the lease term.

**XV. LESSEE'S DAMAGES**

LESSOR shall not be responsible to Lessee, or to its agents, servants or employees, for any loss of business or other damages caused by interruption of the services herein to be furnished by Lessor, or for the time lost in repairing of the vehicle, nor for any loss, injury or relating to Lessor's failure to deliver any vehicle pursuant hereto by reason of strike or other causes beyond control of Lessor, nor for any other losses or damages sustained by Lessee hereunder except as specifically provided in Lessor's undertaking in this Agreement. It is expressly understood that Lessor assumes no liability or responsibility for any acts or omissions of Lessee or Lessee's agents or employees or for any property of Lessee, its agents or employees, or any other person's property damaged, lost or stolen in or from the vehicle.

**XVI. MAINTENANCE AND REPAIRS**

LESSEE shall, at its own expense, make all necessary repairs and shall perform maintenance as prescribed in the owner's manual applicable to the vehicle. The Lessor does hereby assign or otherwise make available to Lessee all of the Lessor's rights, if any, under the manufacturer's warranty. LESSEE shall maintain all tires and provide any necessary replacements thereof. LESSEE agrees not to alter the vehicle in any manner, including but not limited to, safety items, the catalytic converter or other emission controls. LESSEE shall be solely responsible for maintaining proper oil, battery fluid and cooling levels, and to protect against freezing of the radiator and engine. LESSEE shall be responsible for the cost of all gasoline and oil required between changes, and all washing and storage charges. The cost and responsibility of any local or national safety inspections or emissions testing required by law shall be solely that of the Lessee.

If Schedule "A" indicates an Extended Service Plan is provided, Lessee's obligation outlined above are modified only to the extent of the term and conditions of such written plan document.

**XVII. GENERAL AND MISCELLANEOUS**

(A) No forbearance to exercise any rights or privilege under this Agreement or waiver of any breach of any of its terms shall be construed as a waiver of such terms, rights and privileges, but the same shall continue and remain in force and effect as if no such forbearance or waiver had occurred.

(B) CHOICE OF LAW, JURISDICTION, VENUE and WAIVER of JURY TRIAL

The parties to this Lease do agree that the Lease shall be interpreted under and governed by the laws of the State of Connecticut. This Lease is generated in Connecticut, therefore, the proper venue and jurisdiction of any suit arising from the lease or any of its provision shall be the County or Circuit Court of New Haven, CT. Further, ALL Parties waive any right to a jury trial and consent to a bench trial for any breach alleged.

(C) This Agreement shall be interpreted under and governed by the laws of the State of Connecticut.

(D) Should any part, term or provisions of their contract be invalid or unenforceable or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby and shall remain enforceable.

APPROVED AS TO FORM

July 25, 2018

CHARLES PARKIN, City Attorney

By



MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

(E) This Agreement is one of leasing only, and the Lessee shall not have or acquire any right, title, or interest (or any option thereof) in or to the vehicle except the right to use or operate it as provided in this agreement.

F) Neither this Agreement nor any interest hereby may be assigned by Lessee without prior consent of Lessor thereto in writing.

It is understood and agreed that in the event Lessor consents to assignment, transfer, or sublease, of vehicle, Lessee shall continue as unconditional guarantor subject to all terms and conditions contained herein and in Schedule "A" until the assignee, transferee or sub-lessee, has fulfilled all terms, conditions, and obligations for the entire lease term including any obligations at lease termination or expiration. Lessee will pay Lessor an administrative fee of \$150 to cover Lessor's expense on handling such assignment.

(G) In the event the manufacture's price of the vehicle to be leased here under shall be increased or decreased prior to delivery, the monthly rental for such vehicle including any applicable taxes shall be adjusted accordingly.

(H) In the event that the Lessor's borrowing cost is increased or decreased between the order date and the delivery of the vehicle to Lessee or Lessee's representative, the monthly rental for such vehicle fixed herein shall be increased or decreased by a sum equal to the amount of increase or decrease in Lessor's borrowing cost for the lease term divided by the number of months of the lease applicable to such vehicle. Thereafter unless otherwise provided the rental shall remain fixed for the term of the lease.

(I) This Agreement represent the complete and entered understandings of the parties here to and there are no other agreements whether in writing or oral which vary or contradict the terms hereof and the terms hereof not be varied unless in writing and signed by the parties hereto.

(J) Lessor has no obligation to provide a replacement vehicle for any reason except as maybe provided by an Extended Vehicle Service Plan. In the event Lessor does proved a Loaner Vehicle, Lessee does hereby acknowledge that Lessor does not provide any insurance for any loaner vehicle and Lessee agrees that all terms and conditions of this agreement including, but not limited to, providing insurance coverage shall apply to any loaner vehicle. Lessee agrees to reimburse the Lessor for the estimated costs of repairing any damages to such loaner vehicle that may occur while vehicle is in the possession of the Lessee or its agents.

(K) This Lease and any vehicles leased there under will be subject to any rights and interest in and to said vehicle under any respective contract or contracts that the financing source may hold on same.

**XVIII. DISCLAIMER OF WARRANTY**

LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHAT SO EVER, INCLUDING, WITHOUT LIMITATION THE CONDITION OF ANY LEASED VEHICLE, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

**XIX. AUTHORIZATION OF SIGNER**

If the person signing this Agreement is doing so as a representative of LESSEE, that person guarantees that LESSEE has given him/her express authority to do so.

**XX. SPECIAL PROVISIONS (IF ANY):** by separate document signed by all parties.

**XXI. Bank Qualified Tax Designation:**  Initial box if this paragraph applies. Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than \$10,000,000 of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice).or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts, provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

The Terms of the Master Vehicle Agreement shall be separately applicable to each Schedule "A" executed on an individual basis.

IN WITNESS WHERE OF the parties hereto have executed this Master Lease Agreement this 12<sup>th</sup> day of July, 2018

LESSOR: Acme Auto Leasing LLC  
Address: 440 Washington Ave  
North Haven, CT 06473

LESSEE: The City of Long Beach Fleet Services  
Address: 2600 Temple Avenue  
Long Beach, CA 90806

By: 

By:  (SEAL)

Print Name: Erin Maturo  
Title: Vice President of Operations

Print Name: Tom Modica  
Title: Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

APPROVED AS TO FORM

July 25, 2018

CHARLES PARKIN, City Attorney

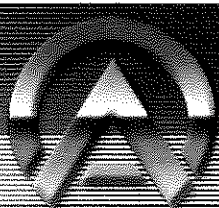
By \_\_\_\_\_



MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

THE CITY CLERK  
OF THE CITY OF  
SAN FRANCISCO





# **Acme Auto Leasing, LLC**

*Leasing to Government Agencies since 1982*

## **ADDENDUM TO THE MASTER LEASE AGREEMENT**

**THIS ADDENDUM TO MASTER LEASE AGREEMENT**, dated this 25th day of July, 2018 between **Acme Auto Leasing** and the **CITY OF LONG BEACH, CA** "THE MASTER LEASE AGREEMENT").

WHEREAS, the Parties are desirous of clarifying the terms thereof:

**NOW THEREFORE**, it is mutually agreed by and between the parties that the MASTER LEASE AGREEMENT IS HEREBY AMENDED as follows:

**For IRS Purposes, Acme is notifying client that there is a federal tax credit of \$7,500.00 on the Nissan Leaf and the Chevrolet Bolt. Lessee certifies that it understands that Acme is using a portion of that value as a cap cost reduction when determining lease cost for the electric vehicle.**

### **Section II (TERM OF AGREEMENT) is hereby amended as follows:**

This Master Lease Agreement is a lease-purchase agreement and LESSEE shall obtain title to the leased vehicles at the conclusion of the lease term and after all payments have been satisfied per the Schedule "A".

### **Section V (INSURANCE REQUIREMENTS) is hereby amended as follows:**

LESSOR agrees that LESSEE may, at its sole discretion, provide evidence of self-insurance in lieu of Evidence of insurance to meet these insurance requirements.

### **Section IV (SECURITY DEPOSIT) is hereby amended as follows:**

Insert the word "if any," in first sentence in regards to the deposit that LESSEE is required to put down. There is no security requirement. There is a cap cost reduction.

### **Section VII (ASSIGNMENT BY LESSOR) is hereby amended as follows:**

LESSOR may assign this lease or its interest herein, and any and all rentals or other sums due under this Agreement, pursuant to a mutually agreed upon assumption agreement, but subject to the rights of the LESSEE as contained in this Agreement. Upon such assignment, LESSEE shall pay the sum due hereunder to the assignee and not the LESSOR. Within ten (10) business days of receiving notice of such assignment, LESSEE must give

written notice to the assignee of any offset, counterclaim, or other defense which arose prior to assignment.

**Section XI (TERMINATION LIABILITY) is hereby amended as follows:**

Paragraph (B) TERMINATION PROCEDURES – ELIMINATE THE WORD Master .

**Section XVII (GENERAL AND MISCELLANEOUS) is hereby amended as follows:**

(B) CHOICE OF LAW, JURISDICTION, VENUE and WAIVER of JURY TRIAL The parties to this Lease do agree that the Lease shall be interpreted under and governed by the laws of the State of California. The proper venue and jurisdiction of any suit arising from the lease or any of its provision shall be the County of Los Angeles, CA.

(C) This Agreement shall be interpreted under and governed by the laws of the State of California.

(D) This Agreement is one of leasing only, and the LESSEE shall not have or acquire any right, title, (or interest for any option thereof) in or to the vehicle except the right to use or operate it as provided in this agreement, or as otherwise indicated herein.

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed by their duly authorized officers this 13 day of July, 2018.

**ACME AUTO LEASING**  
(Lessor)

By: [Signature]  
Name: Erin Maruo  
Title: COO

**CITY OF LONG BEACH, CA**  
(Lessee)

By: [Signature]  
Name: Tom Modica  
Title: Assistant City Manager

**\*\*\*\*\*Please Sign All Lease Documents in Blue Ink\*\*\*\*\***  
**TO SECTION 301 OF THE CITY CHARTER**

APPROVED AS TO FORM

July 25, 20 18  
CHARLES PARKIN, City Attorney

By: [Signature]  
MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

# Acme Auto Leasing, LLC

## LEASE SCHEDULE "A" Business or Commercial Use

|            |          |
|------------|----------|
| Lease Rep  | FL Sales |
| Unit #     |          |
| Lease #    |          |
| Customer # |          |

City of Long Beach, CA

Lessee

2600 Temple Avenue

Long Beach

CA

90806

562-570-0401

Address

City

State

Zip

Phone

Subject to the terms and conditions contained herein and in the Master Vehicle Lease Agreement between the parties dated the (11th) day of July, 2018, we hereby place an order for the vehicle described below to be leased from Acme Auto Leasing, LLC ("Lessor");

| Year | Make   | Model   | Body Style | Color       | VIN               |
|------|--------|---------|------------|-------------|-------------------|
| 2018 | Nissan | Leaf SV | Sedan      | Pearl White | 1N4AZ1CP4JC308559 |

to include the following equipment:

Option Package

Other

Other

Other

Other

Lease Term 12 Months  
 Assignee \_\_\_\_\_  
 Cap Cost Reduction \$ 18,145.00 (of which \$ \_\_\_\_\_ is to be transferred from Unit # \_\_\_\_\_  
 State of Registration CA County Los Angeles  
 Delivery Date 07/ /19 Expiration Date 07/ /19

| Monthly Charges       | 1-12       |
|-----------------------|------------|
| Monthly Payment       | \$1,030.00 |
| Maintenance Fee       |            |
| State Sales Tax %     | included   |
| Escrow                |            |
| Luxury Tax            |            |
| Insurance             |            |
| Total Monthly Payment | \$1,030.00 |

### Above Payment Includes:

- Registration Fee (sales/title tax and title fees)
- Extended Vehicle Service Plan: Terms and conditions covered by separate document.
- Maintenance Lease: Lessor will provide all mechanical repairs and vehicle service. Refer to Master Vehicle Lease Agreement for non-covered items.
- Free Loaner Vehicle: Provided when leased vehicle is in Lessor's service facility for mechanical repairs or service.
- Tire Plan: Wheel balancing, alignments and maximum of four (4) additional tires when needed as a result of tread wear, not road hazard or vandalism.
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Special Provisions (if Any)

This Schedule, the Master Lease Agreement referred to above, the terms and provisions of which are incorporated herein by reference, and the Lessor's rights hereunder have been assigned to \_\_\_\_\_ as security for the obligations of the Lessor to \_\_\_\_\_.

This agreement executed this \_\_\_\_\_ day of July, 2018 at which time all material terms have been completed. Lessee does hereby authorize Lessor to insert vehicle serial number and the delivery and expiration dates at the time the vehicle is being delivered.

LESSOR: Acme Auto Leasing, LLC

Tom Modica, Assistant City Manager, City of Long Beach, CA

By: [Signature]

By: [Signature]

Title: [Signature]

Title: \_\_\_\_\_

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

### CLOSED - END LEASE (Applicable Terms)

#### A. Mileage Allowance

The total mileage allowance for the full term of the lease is \_\_\_\_\_ miles.

#### B. Excess Mileage Charge

\_\_\_\_\_ per mile for the 1st 5,000 miles and

\_\_\_\_\_ per mile for miles 5,001 and over

(Indicate if Any Of The Following Apply)

- Maintenance Charge of \$0. \_\_\_\_\_ per mile, beginning with mile \_\_\_\_\_
- Under mileage Credit (At Scheduled Maturity) Lessor will credit \_\_\_\_\_ per mile for the difference not to exceed \_\_\_\_\_ miles.
- Purchase Option - FMV \_\_\_\_\_
- Damage Exclusion (At Scheduled Maturity)  
The Lessor will waive the first \_\_\_\_\_ of chargeable damage or repairs beyond normal wear and tear.
- Lease Termination Charge \_\_\_\_\_

### OPEN - END LEASE (Applicable Terms)

#### X Level-Pay Lease

Depreciated value at lease expiration \$ 1.00

Premature termination factor \$ 927.00

Extended term depreciation per month \_\_\_\_\_

Mileage estimate of \_\_\_\_\_ miles for lease term.

#### Step Lease

Capitalized cost of leased vehicle \_\_\_\_\_

Monthly Depreciation Reserve \_\_\_\_\_

Depreciation rate per month \_\_\_\_\_ %

Option to extend lease after \_\_\_\_\_ months at a monthly

rental of \_\_\_\_\_ per month plus tax.

Sale fee (at lease termination) \_\_\_\_\_

APPROVED AS TO FORM

July 25, 2010

CHARLES PARKIN, City Attorney

By



MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

THE CITY OF  
CITY OF  
CITY OF  
CITY OF  
CITY OF

# Acme Auto Leasing, LLC

|            |          |
|------------|----------|
| Lease Rep  | FL Sales |
| Unit #     |          |
| Lease #    |          |
| Customer # |          |

## LEASE SCHEDULE "A" Business or Commercial Use

City of Long Beach, CA

Lessee

|                               |                    |             |              |                       |
|-------------------------------|--------------------|-------------|--------------|-----------------------|
| 2600 Temple Avenue<br>Address | Long Beach<br>City | CA<br>State | 90806<br>Zip | 562-570-0401<br>Phone |
|-------------------------------|--------------------|-------------|--------------|-----------------------|

Subject to the terms and conditions contained herein and in the Master Vehicle Lease Agreement between the parties dated the (11th) day of July, 2018, we hereby place an order for the vehicle described below to be leased from Acme Auto Leasing, LLC ("Lessor"):

| Year | Make   | Model   | Body Style | Color       | VIN               |
|------|--------|---------|------------|-------------|-------------------|
| 2018 | Nissan | Leaf SV | Sedan      | Pearl White | 1N4AZ1CP3JC304888 |

to include the following equipment:     Option Package     Other  
 Other     Other     Other

|                                  |              |                            |
|----------------------------------|--------------|----------------------------|
| Lease Term                       | 12           | Months                     |
| Assignee                         |              |                            |
| Cap Cost Reduction               | \$ 18,145.00 | (of which \$    )          |
| is to be transferred from Unit # |              |                            |
| State of Registration            | CA           | County Los Angeles         |
| Delivery Date                    | 07/ /19      | Expiration Date    07/ /19 |
| <b>Monthly Charges</b>           | 1-12         |                            |
| Monthly Payment                  | \$1,030.00   |                            |
| Maintenance Fee                  |              |                            |
| State Sales Tax                  | %            | included                   |
| Escrow                           |              |                            |
| Luxury Tax                       |              |                            |
| Insurance                        |              |                            |
| Total Monthly Payment            | \$1,030.00   |                            |

**CLOSED - END LEASE (Applicable Terms)**

**A. Mileage Allowance**  
The total mileage allowance for the full term of the lease is \_\_\_\_\_ miles.

**B. Excess Mileage Charge**  
\_\_\_\_\_ per mile for the 1st 5,000 miles and  
\_\_\_\_\_ per mile for miles 5,001 and over  
*(Indicate if Any Of The Following Apply)*

Maintenance Charge of \$0. \_\_\_\_\_ per mile.  
beginning with mile \_\_\_\_\_

Under mileage Credit (At Scheduled Maturity) Lessor will credit  
\_\_\_\_\_ per mile for the difference not to exceed \_\_\_\_\_ miles.

Purchase Option - FMV \_\_\_\_\_

Damage Exclusion (At Scheduled Maturity)  
The Lessor will waive the first \_\_\_\_\_ of chargeable damage  
or repairs beyond normal wear and tear.

Lease Termination Charge \_\_\_\_\_

**Above Payment Includes:**

**Registration Fee** (sales/title tax and title fees)

**Extended Vehicle Service Plan:** Terms and conditions covered by separate document.

**Maintenance Lease:** Lessor will provide all mechanical repairs and vehicle service. Refer to Master Vehicle Lease Agreement for non-covered items.

**Free Loaner Vehicle:** Provided when leased vehicle is in lessor's service facility for mechanical repairs or service.

**Tire Plan:** Wheel balancing, alignments and maximum of four (4) additional tires when needed as a result of tread wear, not road hazard or vandalism.

**Other:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**X OPEN - END LEASE (Applicable Terms)**

**X Level-Pay Lease**

|   |           |
|---|-----------|
| Depreciated value at lease expiration           | \$ 1.00   |
| Premature termination factor                    | \$ 927.00 |
| Extended term depreciation per month            | _____     |
| Mileage estimate of _____ miles for lease term. |           |

**Step Lease**

|  |         |
|--|---------|
| Capitalized cost of leased vehicle   | _____   |
| Monthly Depreciation Reserve   | _____   |
| Depreciation rate per month  | _____ % |
| Option to extend lease after _____ months at a monthly rental of _____ per month plus tax. |         |
| Sale fee (at lease termination)  | _____   |

**Special Provisions (if Any)**

This Schedule, the Master Lease Agreement referred to above, the terms and provisions of which are incorporated herein by reference, and the Lessor's rights hereunder have been assigned to \_\_\_\_\_ as security for the obligations of the Lessor to \_\_\_\_\_.

This agreement executed this \_\_\_\_\_ day of July, 2018 at which time all material terms have been completed. Lessee does hereby authorize Lessor to insert vehicle serial number and the delivery and expiration dates at the time the vehicle is being delivered.

LESSOR: Acme Auto Leasing, LLC    LESSEE: City of Long Beach, CA

By: Tom Modica    Assistant City Manager    Title: \_\_\_\_\_

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

APPROVED AS TO FORM

July 25 2018

CHARLES PARKIN, City Attorney

By



MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

Tom Madsen  
Assistant City Manager  
EXHIBIT FORS AM  
TO SECTION 11.01  
THE CITY CHARTER

# Acme Auto Leasing, LLC

|            |                 |
|------------|-----------------|
| Lease Rep  | <b>FL Sales</b> |
| Unit #     |                 |
| Lease #    |                 |
| Customer # |                 |

## LEASE SCHEDULE "A" Business or Commercial Use

City of Long Beach, CA

Lessee

2600 Temple Avenue

Long Beach

CA

90806

562-570-0401

Address

City

State

Zip

Phone

Subject to the terms and conditions contained herein and in the Master Vehicle Lease Agreement between the parties dated the (11th) day of July, 2018, we hereby place an order for the vehicle described below to be leased from Acme Auto Leasing, LLC ("Lessor"):

| Year | Make   | Model   | Body Style | Color       | VIN               |
|------|--------|---------|------------|-------------|-------------------|
| 2018 | Nissan | Leaf SV | Sedan      | Pearl White | 1N4AZ1CP4JC311493 |

to include the following equipment:

Option Package

Other

Other

Other

Other

Lease Term 12 Months

Assignee

Cap Cost Reduction \$ 18,145.00 (of which \$ \_\_\_\_\_)

is to be transferred from Unit # \_\_\_\_\_

State of Registration CA County Los Angeles

Delivery Date 07/ /19 Expiration Date 07/ /19

### Monthly Charges

|                       | 1-12       |  |
|-----------------------|------------|--|
| Monthly Payment       | \$1,030.00 |  |
| Maintenance Fee       |            |  |
| State Sales Tax %     | included   |  |
| Escrow                |            |  |
| Luxury Tax            |            |  |
| Insurance             |            |  |
| Total Monthly Payment | \$1,030.00 |  |

### Above Payment Includes:

- Registration Fee** (sales/title tax and title fees)
- Extended Vehicle Service Plan:** Terms and conditions covered by separate document.
- Maintenance Lease:** Lessor will provide all mechanical repairs and vehicle service. Refer to Master Vehicle Lease Agreement for non-covered items.
- Free Loaner Vehicle:** Provided when leased vehicle is in lessor's service facility for mechanical repairs or service.
- Tire Plan:** Wheel balancing, alignments and maximum of four (4) additional tires when needed as a result of tread wear, not road hazard or vandalism.
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Special Provisions (If Any)

This Schedule, the Master Lease Agreement referred to above, the terms and provisions of which are incorporated herein by reference, and the Lessor's rights hereunder have been assigned to \_\_\_\_\_ as security for the obligations of the Lessor to \_\_\_\_\_.

This agreement executed this \_\_\_\_\_ day of July, 2018 at which time all material terms have been completed. Lessee does hereby authorize Lessor to insert vehicle serial number and the delivery and expiration dates at the time the vehicle is being delivered.

LESSOR:

Acme Auto Leasing, LLC

LESSEE:

City of Long Beach, CA

By:



**Tom Modica**  
Assistant City Manager

Title:

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

### CLOSED - END LEASE (Applicable Terms)

#### A. Mileage Allowance

The total mileage allowance for the full term of the lease is \_\_\_\_\_ miles.

#### B. Excess Mileage Charge

\_\_\_\_\_ per mile for the 1st 5,000 miles and  
\_\_\_\_\_ per mile for miles 5,001 and over

**(Indicate if Any Of The Following Apply)**

- Maintenance Charge of \$0. \_\_\_\_\_ per mile.  
beginning with mile \_\_\_\_\_
- Under mileage Credit (At Scheduled Maturity) Lessor will credit  
\_\_\_\_\_ per mile for the difference not to exceed \_\_\_\_\_ miles.
- Purchase Option - FMV \_\_\_\_\_
- Damage Exclusion (At Scheduled Maturity)  
The Lessor will waive the first \_\_\_\_\_ of chargeable damage  
or repairs beyond normal wear and tear.
- Lease Termination Charge \_\_\_\_\_

### OPEN - END LEASE (Applicable Terms)

#### Level-Pay Lease

|   |    |               |
|---|----|---------------|
| Depreciated value at lease expiration           | \$ | <u>1.00</u>   |
| Premature termination factor                    | \$ | <u>927.00</u> |
| Extended term depreciation per month            |    | _____         |
| Mileage estimate of _____ miles for lease term. |    | _____         |

#### Step Lease

|   |         |
|---|---------|
| Capitalized cost of leased vehicle  | _____   |
| Monthly Depreciation Reserve  | _____   |
| Depreciation rate per month   | _____ % |
| Option to extend lease after _____ months at a monthly<br>rental of _____ per month plus tax. | _____   |
| Sale fee (at lease termination)   | _____   |

APPROVED AS TO FORM

July 25, 20 10  
CHARLES PARKIN, City Attorney

By [Signature]  
MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

THE CITY CHARTER  
TO SECTION 301 OF  
E/ROU/RO/ (S/AN/MI)  
Assistant City Attorney  
Tom Malone



# Acme Auto Leasing, LLC

## LEASE SCHEDULE "A"

Business or Commercial Use

|            |          |
|------------|----------|
| Lease Rep  | FL Sales |
| Unit #     |          |
| Lease #    |          |
| Customer # |          |

City of Long Beach, CA

Lessee

2600 Temple Avenue

Long Beach

CA

90806

562-570-0401

Address

City

State

Zip

Phone

Subject to the terms and conditions contained herein and in the Master Vehicle Lease Agreement between the parties dated the (11th) day of July, 2018, we hereby place an order for the vehicle described below to be leased from Acme Auto Leasing, LLC ("Lessor"):

| Year | Make      | Model | Body Style | Color        | VIN               |
|------|-----------|-------|------------|--------------|-------------------|
| 2018 | Chevrolet | Bolt  | Sedan      | Summit White | 1G1FW6S02J4137730 |

to include the following equipment:

Other

Option Package

Other

Other

Other

Lease Term 12 Months  
 Assignee \_\_\_\_\_  
**Cap Cost Reduction** \$ 20,569.75 (of which \$ \_\_\_\_\_ is to be transferred from Unit # \_\_\_\_\_  
 State of Registration CA County Los Angeles  
 Delivery Date 07/ /19 Expiration Date 07/ /19

| Monthly Charges              | 1-12              |
|------------------------------|-------------------|
| Monthly Payment              | \$1,220.00        |
| Maintenance Fee              |                   |
| State Sales Tax %            | included          |
| Escrow                       |                   |
| Luxury Tax                   |                   |
| Insurance                    |                   |
| <b>Total Monthly Payment</b> | <b>\$1,220.00</b> |

### Above Payment Includes:

- Registration Fee** (sales/title tax and title fees)
- Extended Vehicle Service Plan:** Terms and conditions covered by separate document.
- Maintenance Lease:** Lessor will provide all mechanical repairs and vehicle service. Refer to Master Vehicle Lease Agreement for non-covered items.
- Free Loaner Vehicle:** Provided when leased vehicle is in lessor's service facility for mechanical repairs or service.
- Tire Plan:** Wheel balancing, alignments and maximum of four (4) additional tires when needed as a result of tread wear, not road hazard or vandalism.
- Other:** \_\_\_\_\_
- Other:** \_\_\_\_\_

### Special Provisions (If Any)

This Schedule, the Master Lease Agreement referred to above, the terms and provisions of which are incorporated herein by reference, and the Lessor's rights hereunder have been assigned to \_\_\_\_\_ as security for the obligations of the Lessor to \_\_\_\_\_.

### CLOSED - END LEASE (Applicable Terms)

#### A. Mileage Allowance

The total mileage allowance for the full term of the lease is \_\_\_\_\_ miles.

#### B. Excess Mileage Charge

\_\_\_\_\_ per mile for the 1st 5,000 miles and \_\_\_\_\_ per mile for miles 5,001 and over

*(Indicate If Any Of The Following Apply)*

- Maintenance Charge of \$0. \_\_\_\_\_ per mile, beginning with mile \_\_\_\_\_
- Under mileage Credit (At Scheduled Maturity) Lessor will credit \_\_\_\_\_ per mile for the difference not to exceed \_\_\_\_\_ miles.
- Purchase Option - FMV \_\_\_\_\_
- Damage Exclusion (At Scheduled Maturity)  
The Lessor will waive the first \_\_\_\_\_ of chargeable damage or repairs beyond normal wear and tear.
- Lease Termination Charge \_\_\_\_\_

### OPEN - END LEASE (Applicable Terms)

#### Level-Pay Lease

|   |    |                 |
|---|----|-----------------|
| Depreciated value at lease expiration           | \$ | <u>1.00</u>     |
| Premature termination factor                    | \$ | <u>1,098.00</u> |
| Extended term depreciation per month            |    | _____           |
| Mileage estimate of _____ miles for lease term. |    |                 |

#### Step Lease

|  |         |
|--|---------|
| Capitalized cost of leased vehicle   | _____   |
| Monthly Depreciation Reserve   | _____   |
| Depreciation rate per month  | _____ % |
| Option to extend lease after _____ months at a monthly rental of _____ per month plus tax. |         |
| Sale fee (at lease termination)  | _____   |

This agreement executed this \_\_\_\_\_ day of July, 2018 at which time all material terms have been completed. Lessee does hereby authorize Lessor to insert vehicle serial number and the delivery an expiration dates at the time the vehicle is being delivered.

LESSOR: Acme Auto Leasing, LLC

By: [Signature]  
 Title: \_\_\_\_\_

LESSEE: Tom Modica, City of Long Beach, CA  
 Assistant City Manager  
 Title: \_\_\_\_\_

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

[Signature]

APPROVED AS TO FORM

July 25, 2018

CHARLES PARKIN, City Attorney

By



MONICA J. KILAITA  
DEPUTY CITY ATTORNEY

APPROVED AS TO FORM  
EXERCISED PURSUANT TO  
SECTION 10 OF THE  
CHARTER

# Acme Auto Leasing, LLC

## LEASE SCHEDULE "A" Business or Commercial Use

|            |          |
|------------|----------|
| Lease Rep  | FL Sales |
| Unit #     |          |
| Lease #    |          |
| Customer # |          |

City of Long Beach, CA

Lessee

2600 Temple Avenue

Long Beach

CA

90806

562-570-0401

Address

City

State

Zip

Phone

Subject to the terms and conditions contained herein and in the Master Vehicle Lease Agreement between the parties dated the (11th) day of July, 2018, we hereby place an order for the vehicle described below to be leased from Acme Auto Leasing, LLC ("Lessor"):

| Year | Make      | Model | Body Style | Color        | VIN               |
|------|-----------|-------|------------|--------------|-------------------|
| 2018 | Chevrolet | Bolt  | Sedan      | Summit White | 1G1FW6S0XJ4136714 |

to include the following equipment:

Other

Option Package

Other

Other

Other

Lease Term 12 Months  
 Assignee \_\_\_\_\_  
 Cap Cost Reduction \$ 20,569.75 (of which \$ \_\_\_\_\_ is to be transferred from Unit # \_\_\_\_\_  
 State of Registration CA County Los Angeles  
 Delivery Date 07/ /19 Expiration Date 07/ /19

| Monthly Charges       | 1-12       |
|-----------------------|------------|
| Monthly Payment       | \$1,220.00 |
| Maintenance Fee       |            |
| State Sales Tax %     | included   |
| Escrow                |            |
| Luxury Tax            |            |
| Insurance             |            |
| Total Monthly Payment | \$1,220.00 |

### Above Payment Includes:

- Registration Fee (sales/title tax and title fees)
- Extended Vehicle Service Plan: Terms and conditions covered by separate document.
- Maintenance Lease: Lessor will provide all mechanical repairs and vehicle service. Refer to Master Vehicle Lease Agreement for non-covered items.
- Free Loaner Vehicle: Provided when leased vehicle is in Lessor's service facility for mechanical repairs or service.
- Tire Plan: Wheel balancing, alignments and maximum of four (4) additional tires when needed as a result of tread wear, not road hazard or vandalism.
- Other: \_\_\_\_\_
- Other: \_\_\_\_\_

### Special Provisions (If Any)

This Schedule, the Master Lease Agreement referred to above, the terms and provisions of which are incorporated herein by reference, and the Lessor's rights hereunder have been assigned to \_\_\_\_\_ as security for the obligations of the Lessor to \_\_\_\_\_.

### CLOSED - END LEASE (Applicable Terms)

#### A. Mileage Allowance

The total mileage allowance for the full term of the lease is \_\_\_\_\_ miles.

#### B. Excess Mileage Charge

\_\_\_\_\_ per mile for the 1st 5,000 miles and  
 \_\_\_\_\_ per mile for miles 5,001 and over

*(Indicate If Any Of The Following Apply)*

- Maintenance Charge of \$0. \_\_\_\_\_ per mile, beginning with mile \_\_\_\_\_
- Under mileage Credit (At Scheduled Maturity) Lessor will credit \_\_\_\_\_ per mile for the difference not to exceed \_\_\_\_\_ miles.
- Purchase Option - FMV \_\_\_\_\_
- Damage Exclusion (At Scheduled Maturity)  
The Lessor will waive the first \_\_\_\_\_ of chargeable damage or repairs beyond normal wear and tear.
- Lease Termination Charge \_\_\_\_\_

### OPEN - END LEASE (Applicable Terms)

#### Level-Pay Lease

Depreciated value at lease expiration \$ 1.00  
 Premature termination factor \$ 1,098.00  
 Extended term depreciation per month \_\_\_\_\_  
 Mileage estimate of \_\_\_\_\_ miles for lease term.

#### Step Lease

Capitalized cost of leased vehicle \_\_\_\_\_  
 Monthly Depreciation Reserve \_\_\_\_\_  
 Depreciation rate per month \_\_\_\_\_ %  
 Option to extend lease after \_\_\_\_\_ months at a monthly rental of \_\_\_\_\_ per month plus tax.  
 Sale fee (at lease termination) \_\_\_\_\_

This agreement executed this \_\_\_\_\_ day of July, 2018 at which time all material terms have been completed. Lessee does hereby authorize Lessor to insert vehicle serial number and the delivery and expiration dates at the time the vehicle is being delivered.

LESSOR:

Acme Auto Leasing, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

LESSEE:

City of Long Beach, CA

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

July 25 20 10

CHARLES PARKIN, City Attorney

By



MONICA J. KILAITA  
DEPUTY CITY ATTORNEY