

AUTOMOBILE LEASE AGREEMENT

LEASE between _____, a _____ resident, whose address is _____ hereinafter called the "Lessor" and _____, hereinafter called "Lessee".

1. LEASE. Lessor hereby leases to the Lessee, on the terms and conditions herein contained, the automobile described on Schedule "A" hereinafter attached and made apart of this Agreement by reference.

2. TERM. The term of this Lease shall be for one (1) year commencing on _____, 200__. Therefore, this lease will be automatically extended for one (1) year periods unless either party sends a notice of termination to the other party at least thirty (30) days before the date of termination.

3. RENTAL. The monthly rental shall be set forth on Schedule B as adjusted by mutual consent, payable on the fifth day of each month in advance. The first rent payment due _____, 200__, and thereafter on the 5th day of each month.

4. LESSEE'S COVENANTS. The Lessee covenants and agrees as follows:

a) Confirming Use. The Lessee shall use the automobile only for purposes and in a manner set forth in any application for insurance executed in connection with such equipment, to abide by and conform to and cause others to abide by and to, all laws, ordinances, orders, rules and regulations, national, state, municipal, or otherwise, now existing or thereafter enacted, controlling or in any way affecting the operation, use or occupancy of the automobile.

b) No Lien or Assignment. To keep safely and use carefully, the automobile, and not to sell or attempt to sell, or to assign or dispose of the automobile, or any interest therein, or any part thereof, or suffer or permit any charge, lien, or encumbrances of any nature upon the automobile, or any part thereof, or lend or rent the same or remove or permit the automobile to be removed from the United States without the consent of the Lessor.

c) Lessor's Right to Inspect. To permit the Lessor or his duly authorized agent or representative, to inspect the automobile at any reasonable time, and to furnish any information in respect to the automobile and their use that Lessor may reasonably request.

d) Deliver Upon Termination. To return, upon demand, at the expiration of the lease term, the automobile to the Lessor at such place as may be designated by the Lessor, in the same operating order, repair, condition, and appearance as when received except only for reasonable wear and tear, and damage by any cause covered by collectible insurance.

e) Maintenance. The Lessee will follow the manufacturer's requirements to exercise full maintenance control over the automobile with all maintenance being performed or approved by the Lessee. The expense of maintenance, including maintenance contract premiums (if any) will be borne by the Lessee.

f) Insurance. The Lessee will secure adequate insurance on the automobile to cover Lessor, Lessee, operator, and all other persons or properties required by Lessor. The Lessee will furnish the Lessor with evidence of insurance and costs. The expense of the insurance will be borne by the Lessee.

5. TAXES. Lessee agrees to pay all taxes, including sales tax on the lease payments, assessments, and charges imposed by any national, state, municipal, and other public authority on the equipment or on their use during the term of this Lease and until delivery of the equipment to the Lessor.

6. LESSEE'S EXPENSE. The Lessee is responsible for all other expenses incurred in order to maintain and operate the automobile under this Lease Agreement unless otherwise specified in this Agreement.

7. ASSIGNMENT OF WARRANTY. The Lessor hereby assigns to the Lessee, for and during the lease term, any warranty of the manufacturer, express or implied, issued on the automobile, and hereby authorizes the Lessee to obtain the customary service furnished by the manufacturer in connection therewith. The Lessee acknowledges and agrees the automobile is of a size, design, type capacity as the manufacturer determined to be suitable for its purposes.

8. BINDING EFFECT. The terms of this Lease Agreement shall be interpreted under the laws of the State of South Carolina. Should litigation result on the enforcement of this Agreement, the winning party shall be entitled to court costs and attorney's fees.

9. NO PASSAGE OF TITLE. This Agreement is and is intended to be a lease: the Lessee does not acquire hereby any right, title, or interest whatsoever, legal, or equitable, in the automobile or to the proceeds of the sales of the automobile, except as interest of a Lessee hereunder.

10. RIGHT OF FIRST REFUSAL. Upon termination of this Lease at its expiration date or upon expiration of each renewal period, Lessor hereby grants to Lessee right of first refusal to purchase the automobile. Such right will be valid and enforceable for a period of one (1) year following the expiration date of this Lease. If at any time during that period Lessor wishes to sell such automobile, he must first offer in writing such automobile to Lessee under the same costs, terms, and conditions as the bona fide offer being considered by the

Lessor. If, within fifteen (15) days of receipt of such offer, Lessee does not notify Lessor in writing that Lessee is exercising such right, then Lessor is free to sell such automobile in accordance with such bona fide offer. Lessor is obligated to honor such right of first refusal for each and every bona fide offer during the one-year period.

11. ADDITIONAL AUTOMOBILES. Any additional automobiles leased under this Agreement will be evidence by attached numbered schedules. Such schedules once signed by Lessor and Lessee, will thereby incorporate all applicable sections of this Agreement and rent will be adjusted properly.

12. NON ASSIGNABILITY. The Lessee may not assign his rights under this contract to anyone without Lessor's permission. In the event Lessor gives permission, Lessee will still be primarily responsible for rental payments unless waived by Lessor in the consent form.

13. ENTIRE AGREEMENT. This Lease constitutes the entire Agreement between the parties hereto.

IN WITNESS WHEREOF, the Lessor and Lessee have duly executed this Lease on this _____ day of _____, 20 ____, in _____, _____.

Signed, sealed, and delivered
in our presence as witnesses:

LESSOR:

LESSEE:

SCHEDULE A

1. AUTOMOBILE DESCRIPTION:

2. ADDITIONAL AUTOMOBILES:

SCHEDULE B

1. Initial Rent \$ _____ per month.
2. Adjusted Rent to \$ _____ per month on _____, 20 ____.
3. Adjusted Rent to \$ _____ per month on _____, 20 ____.
4. Adjusted Rent to \$ _____ per month on _____, 20 ____.
5. Adjusted Rent to \$ _____ per month on _____, 20 ____.
6. Adjusted Rent to \$ _____ per month on _____, 20 ____.