**FTA SECTION 5310 LEASE AGREEMENT**

between

Click here to enter GRANTEE

and

Click here to enter LESSEE

This lease agreement outlines responsibility to operate and coordinate use of vehicles between, the lessor, Click here to enter GRANTEE hereinafter referred to as **Grantee**, and the Click here to enter LESSEE, hereinafter referred to as **Lessee**. The Department herein refers to the Wisconsin Department of Transportation.

**SECTION I.** TERM

The Grantee shall and does hereby lease the following vehicle(s) to the Lessee for a period of Click here to choose an item commencing Click here to enter START DATE OF LEASE and ending Click here to enter END DATE OF LEASE.

**SECTION II.** VEHICLE INFORMATION

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Vehicle Identification Number (VIN) | Year | Make | No. of wheel- chair positions | Type  *(i.e. Medium Bus, Minivan)* | Grant Program |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |

**SECTION III.** EXECUTION OF LEASE

WHEREAS written approval of this lease agreement was granted by the Department on Click here to enter the DATE of WisDOT’s written approval..

IN WITNESS WHEREOF this Agreement shall become effective upon its complete execution by the Grantee and the Lessee.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **For** Click here to enter GRANTEE | |  | **For** Click here to enter LESSEE. | |
| *Signature of Director or equivalent* | |  | *Signature of Director or equivalent* | |
| type name here.,  type title here. | Date |  | type name here.,  type title here. | Date |
| *Signature of Grantee Lease Coordinator* | |  | *Signature of Lessee Coordinator* | |
| type name here.,  type title here. | Date |  | type name here.,  type title here. | Date |

**SECTION IV. CONDITIONS**

This Agreement is one of leasing only and the Lessee shall not acquire any right, title or interest to vehicle(s) leased other than that of Lessee. The Lessee acknowledges that the Grantee owns (subject to the Department’s lien) the vehicle(s) subject to this Agreement. Nothing herein shall affect Grantee’s absolute ownership of any title or interest to said vehicle(s).

The Lessee shall lease and operate the vehicle(s) in accordance with the service characteristics described in the Grantee grant agreement with the Department.

The Lessee’s use of this vehicle must predominantly serve seniors and individuals with disabilities.

The Grantee must have effective and continuing control over the leased vehicle(s).

Department approval is required for incidental use of the leased vehicle(s) and must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the Grantee’s continuing control over the use of the vehicle(s) or the Lessee’s continued ability to carry out the project or program.

The Lessee will comply with the terms, conditions and obligations included in the Grant Agreement executed between the Grantee and the Department so as not to jeopardize the Grantee’s relationship with the Department, nor cause Grantee to be in default of any agreement with the Department. Any breach of this lease agreement shall be considered a default by the Lessee.

The Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law, or ordinance, or so as to void any insurance covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge, or encumbrance which may affect the Grantee’s title to the vehicle(s).

The Lessee shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this lease.

Both parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA’s website at <http://fta.dot.gov>.

Lessee agrees to review and comply with the annual FTA Certification and Assurances signed by the Grantee. The most recent version of the FTA Certification and Assurances can be found at FTA’s website at <http://fta.dot.gov>.

Both parties also agree to abide by the relevant rules and regulations provided by the Division of Motor Vehicles, and Wisconsin Department of Transportation, and similar regulating authorities in the State or County that the vehicle(s) are operated under the terms and conditions of this lease.

**SECTION V.** REPRESENTATION AND WARRANTIES

In consideration of the Grantee entering into this agreement, the Lessee represents and warrants:

1. The Lessee is in good standing under the laws of the State of Wisconsin and has the power and authority to carry on its business, as now conducted, to own, lease and operate its property and assets and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
2. The Lessee has and will continue to have during the term of this Agreement, all necessary licenses, certification, or other documents required by any governmental agency, federal, state or local, which authorize or empower the services to be performed by the Lessee.

SECTION VI. REGISTRATION

The vehicle(s) subject to this Agreement shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the Grantee, subject to the lien rights of the Department. The annual registration, license fees, safety inspection costs shall be paid by the Click here to choose an item.

The Grantee will maintain ownership of the vehicle(s) obtained through the grant program. The Grantee shall have full authority to exercise their responsibilities as owners of the vehicle(s) provided under the terms and conditions of this lease.

SECTION VII. INSURANCE

Insurance levels, categories and responsibility for premium payments shall be the responsibility of the Click here to choose an item.

Insurance shall include such coverage as required by the grant agreement between the Grantee and the Department, as well as meeting the requirements of applicable local, State and Federal laws. The Grantee must be named as the loss payee for all payments relating to vehicle damage or loss.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall, at minimum afford the following coverage:

* + - 1. Bodily injury liability, each person $Click here to enter text.
      2. Bodily injury liability, each accident $Click here to enter text.
      3. Property damage liability, each accident $Click here to enter text.
      4. General liability, bodily injury, and property damage $Click here to enter text.

The Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitution of part or equipment of the respective vehicle(s) shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s). The Lessee shall at all times, and at Lessee’s expense, keep the vehicle(s) in working order, good condition, and repair, reasonable wear and tear excepted.

**SECTION VIII.** VEHICLE MAINTENANCE

The Lessee shall maintain the project vehicle(s) at a high level of cleanliness, safety, and mechanical soundness at all time. All reasonable efforts shall be taken by the Lessee to insure against theft and vandalism. The Lessee agrees to return all leased vehicle(s) in the condition in which it was received except for reasonable wear and tear.

The Click here to choose an item agrees to comply with and follow the Maintenance Plan on file with the Department and any changes or addendums made to it.

The Click here to choose an item will be responsible for the scheduling, completion and documentation of preventative maintenance at a level no less than the manufacture’s recommended specifications, in compliance with the Department’s guidelines and in accordance with the Maintenance Plan, and general service required by the vehicle(s).

The completion of all major repairs are the responsibility of the Click here to choose an item . The financial responsibility of all major repairs are the responsibility of the Click here to choose an item .

**SECTION IX.**  VEHICLE OPERATION

The Lessee shall ensure that only properly trained and licensed drivers will drive the leased vehicle(s). The Lessee will provide the Grantee with a list of names of individuals who have been screened and approved to operate the vehicle(s) from their service leases.

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations applicable to the operation of such vehicle(s).

The Lessee shall not use nor allow any vehicle(s) to be used for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

The Lessee shall operate the vehicle(s) only on approved roads, and will not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s) provided under the terms and conditions of this lease.

**SECTION X.** CIVIL RIGHTS

The Lessee shall comply with all federal statutes relating to nondiscrimination that apply, including, but not limited to:

* 1. The prohibitions against Title VI discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d.
     1. As such, the Lessee agrees to comply with and follow the Grantee’s approved Title VI Plan and any changes or addendums made to it. As part of the Title VI Plan, the Lessee is responsible for the Title VI public notice to be posted in each vehicle at all times.
  2. The prohibitions against discrimination on the basis of sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
  3. The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
  4. The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
  5. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq*.

**SECTION XI.** ADDITIONAL FEES

The Click here to choose an item agrees to pay any and all storage charges, parking charges and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees.

The Click here to choose an item will pay any fees (including vehicle registration and inspection fees) or taxes which may be imposed with respect to such vehicle by and duly constituted governmental authority as the result of Lessee’s use or intended use of the vehicle.

**SECTION XII.** AUDITS, INSPECTIONS, AND REPORTING

The Lessee shall be responsible for providing any and all data pertaining to the scope of services as requested upon reasonable notice by the Grantee. The data required may include, but not be limited to, vehicle maintenance records, trip logs, and ridership data.

The Lessee agrees to complete all reports and documents required by the Grantee and/or the Department in a timely fashion. Such reports will be sent to the Lessee, on or before the specified deadlines.

The Grantee, WisDOT representative or Federal Transit Administration (hereinafter referred to as “FTA”) or any designees may perform, at any time, one or more audits and/or inspection of the records and vehicle(s) with regard to compliance with the provisions of the Agreement. The Lessee agrees to comply with all requirements to have equipment available as requested by Grantee for completion of audits.

The Lessee agrees to preserve for a period of five (5) years after the termination of the Agreement, any and all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement.

The Lessee is responsible to arrange for and obtain inspections of motor buses and human service vehicles as required by Federal and State law, as applicable to the lease agreement. A copy of the inspection reports will be sent to the Grantee.

SECTION XIII. LIABILITY

The Lessee agrees to hold harmless the Grantee and the State of Wisconsin from any and all claims, losses, causes of action, and expense, for whatever reason, including legal expenses and reasonable attorney fees, arising from the use, maintenance, and operations of the vehicle leased under this Agreement.

**SECTION XIV.** LEASE MANAGEMENT

The overall supervision and monitoring of compliance with lease specifications will be the responsibility of the Lessee. The Lessee will address and resolve concerns or questions regarding this lease agreement or operation of the transit program with the Grantee.

This lease or any part thereof may be renegotiated in circumstances where changes are required by Federal Law or regulations, State law or regulations, court orders or actions, or when parties agree that a new lease would better meet their particular needs than existing terms and conditions of this lease.

Any revisions to this lease must be agreed to by parties as evidenced by an addendum signed by the authorized representative of each party and approved by the Department.

**SECTION XV.** TERMINATION

If directed by the state, the leased vehicle(s) must be returned within five (5) days of such notice to the Grantee, and at such time, lease provisions are terminated.

Otherwise, the Grantee may terminate this lease agreement giving 30 days written notice, and at such time, this lease is terminated.

Immediately upon termination, the Lessee agrees to turn over all maintenance records and histories to the Grantee at no additional cost to the Grantee.

Failure to comply with any part of this lease agreement, or the provisions contained herein, by any party shall be considered due cause for termination of this lease.

**SECTION XVI.** SUBLEASE RESTRICTIONS

Subleasing or renting the leased vehicle(s) or equipment is prohibited.

**SECTION XVII.** ADDITIONAL CONDITIONS

Additional conditions will be outlined in this section, if applicable.

* Click here to type additional conditions, if applicable.