

1. Term

This lease is scheduled to end 12 months from the delivery date. The lease may be extended, provided lessor and lessee approves of the extension. If the lease is extended, lessee shall pay lessor payments as bid on this solicitation. Total lease period may not exceed 36 months.

2. Excess Mileage Charge:

At the end of the lease, the State will pay to lessor the per mile charge listed on the bid response for each mile driven in excess of 25,000 miles. The State and lessee believe that this will be the maximum mileage that the vehicle will be driven over the term of the lease. If the State extends the lease term or terminates the lease prior to lease end, excess mileage charge will be calculated on the basis of the average monthly mileage used in excess of the monthly apportioned amount.

3. Termination:

Either party may terminate the lease by giving written notice to the other party at least 15 days before the effective date of termination. If the State terminates the lease, all unpaid rentals under the lease shall become due and payable within 30 days. If lessor terminates this lease and the State has paid an annual rental in advance for months after termination is effective, lessor shall return to the State one-twelfth of the annual rental times the number of full months after termination for which payment was made.

4. Ownership:

This is a lease only and not a purchase agreement. Lessor owns the vehicle. State agrees that this lease is a true lease for tax and other purposes and that lessor shall receive the benefits of ownership.

5. Use:

The State shall use the lease vehicle in compliance with all applicable laws and for routine and ordinary transportation requirements.

6. Vehicle Alteration and Modification:

Due to security concerns, the State may seek to install special security or communications equipment (for example lights and telephones). The exact nature of the equipment may not be disclosed to the lessor. The State will arrange for the installation itself and the installation may be performed by an entity other than General Motors or a Special Vehicle Manufacturer. In such cases the new vehicle warranty does not apply to modifications and the effects of the modifications made by the upfitter on the vehicle.

7. Maintenance, Repairs and Operating Expenses:

The State shall maintain and repair the vehicle to keep it in good condition. Replacement sheet metal must be new, Original Equipment Manufacturer (OEM) parts. Other replacement parts must be OEM

parts or parts of equal quality and design. Preventative maintenance will be provided at no cost to the State through General Motors protection plan at all participating General Motors dealers. State will pay all other operating expenses, including gas and oil. State will service the vehicle as the manufacturer recommends. State will follow the manufacturer's instructions in any recall.

8. Fines, Liens and Encumbrances:

The State shall keep the vehicle free of all fines, liens and encumbrances.

9. Return of Vehicle:

State shall return the vehicle at the end of the lease to the reasonable address lessor shall give State. The vehicle must be in good working order and condition.

10. Excess Wear:

Excess wear is wear that is beyond normal wear.

11. Loss Or Destruction Of The Vehicle:

This lease shall terminate upon the theft or total loss of the vehicle. If the State and lessor agree, State may continue this lease with a substitute vehicle.

12. Inspection:

Lessor shall have the right to inspect the vehicle at any reasonable time and place. If lessors asks to inspect the vehicle, State shall disclose the location of the vehicle to the lessor. Upon request by lessor, State shall promptly affect any repairs deemed necessary by lessor.

13. Governing Law:

This lease shall be governed by the laws of Louisiana.