



LEASE PARTIES

Lessee (and Co-Lessee) Name(s): Stacy H Vincent Chase E Vincent Street Address: 2200 EMERALD DR City: LOGANVILLE State: GA Zip: 30052 County: WALTON	Vehicle Garaging Address Street Address: 2200 EMERALD DR City: LOGANVILLE State: GA Zip: 30052 County: WALTON Lessee Phone Number: 678-858-1810	Lessor (Dealer) Name: Mountain Motorsports (Buford, GA) Dealer Number: 2264 Street Address: 1700 Horizon Pkwy NE City: Buford State: GA Zip: 30518
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NATURE OF LEASE

This is an agreement to lease the Vehicle. This Motor Vehicle Lease Agreement ("Lease"), between the undersigned lessee(s) ("Lessee") and the undersigned lessor ("Lessor") whose names and addresses are listed above provides agreed terms and conditions in connection with the lease of the Vehicle described below. As used in this Lease, the words "you" or "your" refer to the Lessee and "we," "us" or "our" refer to the Lessor or its successors and assigns. You agree to lease the Vehicle from us according to the terms of this Lease. If more than one Lessee signs this Lease, each Lessee may be held individually liable for the entire amount owing under this Lease. The disclosures found throughout this Lease are made on the behalf of the Lessor and MotoLease, LLC ("Assignee") which has assisted in the arrangement of the financial terms of this Lease. Communications to you from Assignee may be sent by Assignee or any other party designated by Assignee. You intend to use the Vehicle primarily for personal, family or household purposes.

LEASE DATE: _____

LEASE TERM: 60 MONTHS

Description of Leased Property ("Vehicle")

Year	Make	Model	Body Style
2019	Yamaha	WR250R - 250cc	Road/Trail
☒ New ☐ Used	Odometer 1	Vehicle Identification No. JYADG21E3KA011778	

Trade-In Vehicle and its Allowance

Year	Make	Model / Style	Vehicle Identification No.
Gross Amount of Trade-In Allowance		Prior Creditor Balance	Net Credit of Trade-In Used to Reduce Gross Capitalized Cost

Federal Consumer Leasing Act Disclosures

1. Amount due at Lease Signing or Delivery (Itemized below) * \$ <u>1500.00</u>	2. Semi-Monthly Payments Your first semi-monthly payment of \$ <u>115.91</u> is due on <u>09/01/2019</u> , followed by <u>119</u> payments of \$ <u>115.91</u> due on the 1 st and the 15 th of each month. The total of your semi-monthly payments is \$ <u>13909.20</u> .	3. Other Charges (Not part of your semi-monthly payment). Turn-in Fee (if you do not purchase the Vehicle) \$ <u>495.00</u> <u>N/A</u> +\$ <u>0.00</u> Total = \$ <u>495.00</u>	4. Total Of Payments (The amount you will have paid by the end of the Lease) \$ <u>15903.60</u>
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5. * Itemization of Amount due at Lease Signing or Delivery**A. Amount Due At Lease Signing or Delivery:**

1. Capitalized Cost Reduction	+\$ 677.84
2. First Semi-Monthly Payment	+\$ 0.00
3. Refundable Security Deposit	+\$ 0.00
4. Title Fees	+\$ 89.00
5. Registration Fees	+\$ 0.00
6. License Fees	+\$ 0.00
7. Sales/Use Tax	+\$ 538.16
8. Acquisition Fee	+\$ 195.00
9. N/A	+\$ 0.00
10. N/A	+\$ 0.00
11. Total	=\$ 1500.00

B. How the Amount Due at Lease Signing or Delivery Will Be Paid:

1. Net Trade-In Allowance	+\$ 0.00
2. Rebates and Noncash Credits	+\$ 0.00
3. Amounts to be Paid in Cash	+\$ 1500.00
4. Amounts to be Paid by Credit Card	+\$ 0.00
5. N/A	+\$ 0.00
6. Total	=\$ 1500.00

6. Your Semi-Monthly Payment is Determined as Shown Below

A. Gross Capitalized Cost. The Agreed Upon Value of the Vehicle (\$ 6691.00) and any items you pay over the Lease term (such as service contracts, insurance and any outstanding prior credit or lease balances)	\$ 8875.00
B. Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost.	-\$ 677.84
C. Adjusted Capitalized Cost. The amount used in calculating your Base Semi-Monthly Payment.	=\$ 8197.16
D. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your Base Semi-Monthly Payment.	-\$ 1639.43
E. Depreciation and Any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term.	=\$ 6557.73
F. Rent Charge. The amount charged in addition to the Depreciation and Any Amortized Amounts.	+\$ 7350.87
G. Total of Base Semi-Monthly Payments. The Depreciation and Any Amortized Amounts plus the Rent Charge.	=\$ 13908.60
H. Lease Payments. The number of payments in your Lease.	÷ 120
I. Base Semi-Monthly Payment	=\$ 115.91
J. Semi-Monthly Sales/Use Tax	+\$ 0.00
K. N/A	+\$ 0.00
L. N/A	+\$ 0.00
M. Total Semi-Monthly Payment ("Semi-Monthly Payment")	=\$ 115.91

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

7. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use.

8. Purchase Option at the End of Lease Term. You have the option to purchase the Vehicle at the end of the Lease term for \$ 1639.43 ("Lease End Purchase Price") and a purchase option fee of \$ 150.00 ("Purchase Option Fee").

9. Other Important Terms. See all the provisions of this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

10. Itemization of Gross Capitalized Cost

A.	Agreed upon value of the Vehicle as equipped at the time of signing the Lease	\$ 6691.00
B.	Agreed Upon Value and description of each accessory and item of optional equipment added to the Vehicle after	
	Lease signing	
	N/A	+\$ 0.00
	N/A	+\$ 0.00
	N/A	+\$ 0.00
	N/A	+\$ 0.00
C.	Optional Service Contract	+\$ 1000.00
D.	Optional Debt Cancellation Agreement (GAP coverage).....	+\$ 0.00
E.	Outstanding Prior Credit or Lease Balance.....	+\$ 0.00
F.	Dealer Documentation / Pre-Delivery Service Fee **	+\$ 199.00
G.	Non-Refundable Onboarding Fee	+\$ 195.00
H.	N/A	+\$ 0.00
I.	Freight	+\$ 790.00
J.	N/A	+\$ 0.00
K.	N/A	+\$ 0.00
L.	Gross Capitalized Cost.....	=\$ 8875.00

**** NOTICE TO FLORIDA LESSEES:** This charge represents costs and profit to the Dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the lease.

**** NOTICE TO MISSISSIPPI LESSEES:** A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.

11. Official Fees and Taxes

The estimated total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your Semi-Monthly Payments or assessed otherwise: \$ 627.16. The actual total of fees and taxes may be higher or lower, depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed. You agree to pay for all official and license fees, registration, title and taxes imposed by government authorities in connection with the Vehicle and this Lease during the Lease term, except our income taxes. If such amounts are assessed for a period during the Lease term, you will pay them even if they become due after the Lease term. We may, at our discretion, determine the timing and procedures for payment of these amounts. You will promptly pay these amounts as they come due unless otherwise indicated in this Lease.

12. Agreement to Arbitrate

You agree to arbitrate all claims in accordance with the Arbitration Provision in Section 40. By initialing this Section, you confirm that you have read this Section and the Arbitration Provision, including the method of opting out of arbitration in the ten (10) days after execution of the Lease.

  ✓ Lessee/Co-Lessee Initials

Notice: If you do not meet your Lease obligations, you may lose the Vehicle.

AK, OR and SD Notice: If this Lease is for a consumer purpose, then this Lease is CONSUMER PAPER

13. Additional Protections

You may buy any of the following optional protection plans. The purchase of these products is not required as part of this Lease and will not be a factor in our decision to lease the Vehicle to you.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

Motor Vehicle Service Contract: The inclusion or exclusion of the cost of a motor vehicle service contract shall not increase, reduce, or otherwise affect any other factor involved in the cost of leasing the Vehicle to you.

Term	24
Price	1000.00
Deductible	0.00
Description	American Guardian Warranty

Guaranteed Asset Protection Product

Term	
Price	
Deductible	
Description	

Pre-paid Maintenance Protection

Term	
Price	
Deductible	
Description	

Roadside Assistance Plan

Term	
Price	
Deductible	
Description	

Xtreme Off-Road Protection

Term	
Price	
Deductible	
Description	

Tire and Wheel Protection

Term	
Price	
Deductible	
Description	

X

Lessee

X

Co-Lessee

Additional Lease Terms

14. General Terms.

(a) Governing Law. The law of the state where the Dealer is located will govern this Lease.

(b) **ASSIGNMENT. YOU HAVE NO RIGHT TO ASSIGN ANY OF YOUR RIGHTS UNDER THIS LEASE OR TO SUBLET THE VEHICLE; LESSOR CAN ASSIGN ITS INTEREST IN THIS LEASE AND THE VEHICLE WITHOUT YOUR CONSENT.**

(c) Enforceability. If any portion or provision of this Lease is found to be invalid, illegal, or unenforceable, that portion or provision shall be ineffective only as to the extent of the invalidity, illegality, or unenforceability without affecting in any way the remaining portions or provisions of this Lease.

(d) No Waiver. We do not waive our rights or remedies under this Lease by delaying or failing to exercise them at any time. Our acceptance of late or partial payments under this Lease will not constitute a waiver of our right to receive timely payment in full or any other rights.

(e) Class Action Waiver. **YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO PARTICIPATE IN, OR BRING A CLASS ACTION RELATED TO, THIS LEASE.**

(f) Limited Power of Attorney. You appoint us or our agent as your attorney-in-fact to do the following: (1) settle any insurance claim related to the Vehicle; (2) endorse your name on any check or draft we receive for damage or loss of the Vehicle; and (3) sign your name to any title, registration or other similar documents related to the Vehicle. This power of attorney is coupled with an interest in the Vehicle and is not revocable.

15. Vehicle Turn-in Fee. Unless you purchase the Vehicle, you will pay us a Turn-in Fee as described in Section 3 at the termination of this Lease.

16. Security Deposit. A Security Deposit of \$500 is required when you elect to make manual payments instead of having us collect Semi-Monthly Payments or charges from your bank account. You agree that we may use your Security Deposit to satisfy amounts that you owe under this Lease. If you perform all of your obligations under this Lease, your Security Deposit will be returned to you within thirty (30) days of the satisfaction of the obligation. We will provide an accounting of the disposition of the Security Deposit. You agree that the Security Deposit shall not earn any interest, and that you will not be paid any interest or other compensation in connection with your Security Deposit.

17. Warranties. The Vehicle is subject to the following express warranties:

(a) If the Vehicle is new, is covered by the manufacturer's standard express warranty. We have furnished you with a copy of the manufacturer's standard express warranty. By signing this Lease, the Manufacturer's standard express warranty is the only warranty covering this Vehicle.

(b) If the Vehicle is used, the Vehicle is not covered by any warranty unless you have received a separate warranty from us. You understand that if you have received a separate written warranty, the terms of that warranty are set forth in separate writing in which all of the terms and conditions of any such warranty are set forth, and that there is no further warranty regarding the Vehicle.

(c) **YOU UNDERSTAND THAT, EXCEPT AS SPECIFICALLY PROVIDED ABOVE (AND UNLESS PROHIBITED BY LAW), WE (THE LESSOR) MAKE NO EXPRESS OR IMPLIED WARRANTIES. IN PARTICULAR, WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO WARRANTY THAT THE VEHICLE WILL BE FIT FOR A PARTICULAR PURPOSE.**

(d) Except as provided above, you understand that you will take the Vehicle **as is** and **with all faults**.

(e) **If this Lease is entered in Kansas, Maine, Massachusetts, Mississippi, Vermont (if the Vehicle is new) or West Virginia, Lessor does not disclaim any implied warranty of merchantability or fitness for any particular purpose.**

18. Indemnity. To the fullest extent permitted by law and unless otherwise prohibited by law, you agree to indemnify and hold us harmless and our successors and assigns from all liability, claims, losses, demands, damages of all kinds, expenses (including reasonable attorneys' fees and expenses, unless prohibited), fines and penalties we suffer or incur resulting from the possession, operation, condition, maintenance or use of the Vehicle during the Lease term, including claims based on strict liability.

19. Notices. Unless otherwise required by law, you agree that any notice we provide you will be reasonable and sufficient if it is sent by first class mail, addressed to you at the address given in this Lease or to your last known address as reflected in our records. You will notify us in writing within thirty (30) days of any change in your address or the Vehicle Garaging Address.

20. Late Charge. If all or any portion of a payment is not paid within ten (10) days of its due date, you will be charged, and you agree to promptly pay a late fee of 5% of the unpaid amount of the payment or such lesser maximum amount as may be set by law except if the Dealer is located in Colorado, Iowa, Kansas, Louisiana, Maine or Utah. If the Dealer is located in Colorado, you must pay Lessor a late charge of the lesser of \$15 or 5% of the unpaid portion of any payment Lessor does not receive within ten (10) days of its due date. If the Dealer is located in Iowa, you will not be required to pay a late charge. If the Dealer is located in Kansas, you must pay Lessor a late charge of the lesser of \$25 or 5% of the unpaid portion of any payment Lessor does not receive within ten (10) days of its due date. If the Dealer is located in Louisiana, you must pay Lessor a late charge of the greater of \$25 or 5% of the unpaid portion of any payment Lessor does not receive within ten (10) days of its due date. If the Dealer is located in Maine, you must pay Lessor a late charge of the lesser of \$10 or 5% of the unpaid portion of any payment Lessor does not receive within fifteen (15) days of its due date. If the Dealer is located in Utah, you must pay Lessor a late charge of the greater of \$30 or 5% of the unpaid portion of any payment Lessor does not receive within ten (10) days of its due date.

21. Returned Payment Fee. If your check or other payment is returned unpaid for any reason, including, but not limited to, insufficient funds, you will be charged, and you agree to promptly pay a returned payment fee of \$25, or such lesser amount as permitted by law, in addition to any amounts that you are charged by any other party. No return instrument charge will be assessed if this Lease is governed by Maine law.

22. Vehicle Use. You agree to the following.

- You agree to allow the Vehicle to be operated only by licensed drivers for lawful purposes and in a lawful manner.
- You agree to operate the Vehicle only as recommended by the manufacturer.

- You agree not to use the Vehicle in a way that causes the cancellation or suspension of any warranty, insurance or other similar vehicle protection agreement.

- You agree not to take the Vehicle out of the state where you reside for more than thirty (30) consecutive days without our prior written approval.

- You agree not to take the Vehicle out of the United States without our prior written approval.

- You agree that you will not make any changes to, or install any equipment on, the Vehicle without our prior written consent. At the end of the Lease term, or if the Lease is terminated and any such modifications are made, you must pay us for the cost to return the Vehicle to its original condition even if we consented to the modification.

- You agree that you will not fail to pay any fine, ticket or penalty associated with the Vehicle.

NOTICE TO COLORADO LESSEES IN EVENT OF TOLL VIOLATIONS: Pursuant to the requirements of Colorado Revised Statutes § 43-4-808, you will be liable for payment of all toll evasion violation civil penalties incurred on or after the date you take possession of the Vehicle under this Lease. The Lessor will provide your name, address, and state driver's license number to the proper Colorado authorities when a toll evasion violation civil penalty is incurred during the term of this Lease.

23. Maintenance. You are responsible for the following maintenance and servicing of the Vehicle.

You agree to keep the Vehicle in the same condition as when you received it, except for reasonable wear. You agree to service and maintain the Vehicle as recommended by the manufacturer and as needed to keep it in good operating condition. You also agree to maintain the Vehicle so that any warranties or similar agreements remain effective and so that it passes all inspections required by law. Unless you have otherwise agreed in a separate written Motor Vehicle Service Contract, you are responsible for paying all costs of the Vehicle's service, repair and maintenance and all the costs of its operation, including the costs of gas, oil, parking, storage, violations, etc. You understand that if you have entered into a separate written Motor Vehicle Service Contract: (1) we are not the provider of any such Motor Vehicle Service Contract; (2) the terms of that Motor Vehicle Service Contract are set forth in a separate writing, in which all of the terms and conditions of any such Motor Vehicle Service Contract are set forth; (3) the Motor Vehicle Service Contract does not cover any repair, maintenance, or other costs unless specifically set forth in that Motor Vehicle Service Contract; and (4) we are not responsible for any of the provider's obligations under the Motor Vehicle Services Agreement. You agree to make the Vehicle available to us for inspection during the Lease Term at any reasonable time and location that we request.

24. Required Insurance. You agree to acquire the following types and amounts of insurance in connection with this Lease.

You agree to carry minimum coverage as required by applicable state law, if any, but not less than the following insurance

- **Liability** for bodily injury or death of others in an amount of at least \$25,000 per person and \$50,000 per occurrence.
- **Liability** for property damage to others in an amount of at least \$50,000.
- **Collision** and comprehensive (including fire and theft coverage) with a deductible not to exceed \$500 for the Vehicle's value.

You agree to provide the insurance at your own expense from an insurer authorized to do business in the state where you are located or an eligible surplus lines insurer. This insurance may be provided through existing policies that you own or control. You also agree to name us or our Assignee as loss payee and additional insured. The insurance policy must provide for at least ten (10) days advance notice to us of any cancellation or other material change in coverage. At our request, you will promptly deliver to us a copy of the policy and proof of the payment of premiums and our or our Assignee's status as loss payee and additional insured. If you fail to meet these requirements, we may obtain insurance on your behalf at your expense.

You are leasing the Vehicle from us. We own the Vehicle. You are required to maintain insurance on the Vehicle to protect our interest. If you fail to provide evidence of insurance on the Vehicle to us, we may place insurance on the Vehicle and you are responsible for the cost of the insurance we place on the Vehicle, which cost may be significantly higher than the cost that you might incur yourself.

You will promptly contact us in writing if any of the insurance provider information changes.

NO PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS INCLUDED IN THIS LEASE.

NOTICE TO FLORIDA LESSEES: The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida Statutes.

25. Damage to the Vehicle and Insurance Claims. You will notify us in writing immediately after any loss to person or property occurs involving the Vehicle in any way. You will also notify us in writing immediately upon receiving notice of any demand, claim or suit involving the Vehicle in any way. You agree to fully cooperate with us and with your insurer in any investigation, suit or other action resulting from the use or control of the Vehicle.

You agree to repair or compensate us for any loss or damage to the Vehicle that occurs during this Lease. If the Vehicle is damaged, we will decide if it is repairable and if it should be repaired. If the Vehicle is repaired, you will apply to the costs of repair any insurance proceeds you receive for its loss or damage. You understand that you must pay for any loss or damage that is not paid by insurance proceeds unless you purchase optional GAP coverage. You must also continue to make any payments as they come due during this Lease even if the Vehicle is damaged or unusable for a period of time.

26. Theft, Loss or Irreparable Damage. If the Vehicle is stolen and not recovered, or is lost or destroyed, or is damaged and we determine that it cannot or should not be repaired ("Total Loss"), then this will terminate this Lease. If it is continued, you agree to accept a reasonable substitute vehicle of similar value, condition, mileage and accessories to replace the original

Vehicle. If we terminate the Lease under this Section, the event will be treated as an early termination and you will be required to pay the Early Termination Liability described in Section 30. On such early termination, you agree to release to us all insurance or other proceeds you receive for damages or loss to the Vehicle (including any premium refunds on the Required Insurance) up to the amount you owe us.

27. Tracking Device. If not already equipped/installed in the Vehicle, you agree to permit us to install a device into the Vehicle that allows us to track the location of the Vehicle (the "Device") provided that you consent to such installation. You agree not to alter, disconnect, remove, disable, misuse or otherwise tamper with the Device or to cause or allow to occur any damage to the Vehicle that could result in damage to or a malfunction of the Device. This Device is designed to protect us until you have fully paid and performed all of your obligations under the Lease, and we have removed the Device from the Vehicle. Installation of the Device is required as a condition of approving you for the Lease and is installed for our protection only. The Device is not considered part of the Vehicle and not being leased or sold to you with the Vehicle. The Device and all information that we obtain from the device remains our sole property. You agree to allow us to remove the Device from the Vehicle (which we will do at no cost to you) if you exercise the option to purchase the Vehicle after you have fully paid and performed all of your obligations under the Lease. If you fail to allow us to remove the Device from the Vehicle upon exercising the option to purchase the Vehicle or at such earlier time as we specify, you agree that we will not be liable for, and you agree to hold us harmless from and against, any and all loss, damage or injury resulting from any activation or malfunction of the Device.

You agree that we will not be liable for any damage to the Vehicle caused by any tampering with, or the unauthorized removal of, the Device.

28. Use of the Device. If you do not make any one or more of your Semi-Monthly Payments to us on time, as shown in our records, or any other Default occurs under the Lease at any time, we have the right, in our sole discretion, to use the Device to locate the Vehicle for repossession. Any delay or forbearance in our exercise of this right does not operate as a waiver of that right. **YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES RESULTING FROM THE USE OF THE DEVICE TO LOCATE THE VEHICLE FOR REPOSSESSION.**

29. Use of Information Obtained Through the Device. You agree that we may (i) use the Device to gather information about the location of the Vehicle, (ii) use that information to assist in the repossession of the Vehicle or otherwise exercise any of our rights or remedies under the Lease, and (iii) give information gathered to other persons who may or may not be affiliated with us in connection with the repossession of the Vehicle or otherwise exercise any of our rights or remedies under the Lease.

30. Early Termination.

(a) You may terminate this Lease before the end of the Lease Term under the following condition:

- You chose to end the Lease early and return the vehicle to us. You must deliver the Vehicle to us or, at our sole request, to a reasonable location in your area.

(b) We may terminate this Lease before the end of the Lease Term under the following conditions:

- We may terminate the Lease because the Vehicle is a Total Loss; or
- We terminate the Lease due to your Default.

- All unpaid periodic Lease payments that have accrued up to the date of termination;
- All other amounts due and unpaid by you under the Lease;
- The Vehicle Turn-in Fee as described in Section 3;
- Reasonable fees paid by us for reconditioning of the Vehicle and reasonable and necessary fees paid by us, if any, in connection with the repossession and storage of the Vehicle; and

The lesser of the following:

- (1) **Standard Formula:** The difference, if any, between the Adjusted Capitalized Cost and the sum of: (i) all depreciation and other amortized amounts accrued through the date of early termination, calculated in accordance with the constant yield method; and (ii) the Realized Value of the Vehicle, calculated in accordance with subparagraph (2) below; or
- (2) **Remaining Payments:** If the Vehicle is not a Total Loss, the sum of (a) all scheduled Semi-Monthly Payments from the termination of date through the Scheduled Maturity Date, plus (b) Excess Wear (see Sections 33 and 34). If the Vehicle is a Total Loss, the Standard Formula above, will apply.

(d) **Determining the Realized Value of the Vehicle:** The Realized Value of the Vehicle is calculated as follows:

- If you maintain insurance on the Vehicle as required and the Vehicle is a Total Loss as a result of theft or damage, the amount of any applicable deductible owed by you and the proceeds of the settlement of the insurance claim, unless we agree to a higher amount.
- If you disagree with the value we assign to the Vehicle, you may obtain, at your own expense, from an independent third party agreeable to both of us, a professional appraisal of the wholesale value of the Vehicle within ten (10) days after termination which could be realized at sale. The appraised value shall then be used as the Realized Value.
- If we elect to retain ownership of the Vehicle for use or to lease to a subsequent lessee, the wholesale value of the Vehicle as specified in the current edition of: (1) The Kelley Blue Book Auto Market Report ("Blue Book"); or (2), if the Vehicle is not listed in the Blue Book, the N.A.D.A. Official Used Car Guide ("N.A.D.A. Guide"); or (3) if the Vehicle is not listed in either the Blue Book or N.A.D.A. Guide, the current edition of another used vehicle value guide customarily used by motor vehicle dealers to value vehicles.
- Under all other circumstances, the price paid for the Vehicle upon disposition.

31. Option to Purchase Leased Property Prior to the End of the Lease.

You have the option to purchase the leased Vehicle prior to the end of the Lease as long as we have not declared the Lease to be in Default. Before the end of the Lease Term, you must give us at least thirty (30) days prior notice of your intent to purchase.

- All unpaid periodic Lease payments that have accrued up to the date of termination.
- All other amounts due and unpaid by you under the Lease, other than excess wear and unpaid periodic Lease payments.
- A Purchase Option Fee as described in Section 8.
- The Adjusted Capitalized Cost less all depreciation and other amortized amounts accrued through the date of termination, calculated in accordance with the constant yield method.

If the Assignee requires you to purchase from the Dealer or from another dealer identified by the Assignee, the purchase will occur after assignment by the Assignee to that dealer.

32. Scheduled Termination. Unless this Lease ends under another section of this Lease, you will return the Vehicle to us on the last day of the scheduled Lease Term. You agree to return it to our address or to another reasonable location that we may request.

On Scheduled Termination under this section, you agree to pay us the following items.

- The Turn-in Fee as described in Section 3.
- An Excess Wear Charge, described in Section 33.
- All other amounts then due or past due under this Lease.

These amounts are due and payable at the time you return the Vehicle or as soon thereafter that they can be determined unless otherwise provided by law. You will also pay us for all reasonable losses and expenses incurred if you fail to return the Vehicle at the end of the scheduled Lease Term.

If you fail to return the Vehicle at the end of the scheduled Lease Term, you are in default and we exercise our remedies under Section 36 and, in addition, you agree to pay us an amount equal to two Semi-Monthly Payments plus any applicable taxes, for each month or part thereof until the Vehicle is returned. If any Lease term is extended beyond 6 months, Lessee agrees to execute a new lease as provided by the Lessor.

If the Assignee requires you to purchase from the Dealer or from another dealer identified by the Assignee, the purchase will occur by the Assignee to that dealer.

33. Excess Wear. When you return the Vehicle at the end of the scheduled Lease Term, you agree to pay an Excess Wear Charge for any excessive wear to the Vehicle. The Excess Wear Charge will be equal to the actual or estimated costs of repair or the estimated loss in the Vehicle's value, due to any excessive wear (even if we do not repair the Vehicle).

34. Standards for Excess Wear and Use: The following standards are applicable for determining unreasonable or excess wear and use of the leased Vehicle.

Excess wear includes the following:

- **Mechanical** damage, failure or defect.
- **Repairs or replacement parts**, including tires that are not made with original equipment manufacturer's parts unless we specifically approve the use of such repairs or parts in advance and in writing.

- **Interior and Exterior parts**, trim, paint and glass that are dented, scratched, chipped, discolored or otherwise damaged, missing or worn beyond ordinary use.
- **Interior parts**, upholstery, dashboard, carpeting or trunk liner that are stained, torn, burned or otherwise damaged, missing or worn beyond ordinary use.
- **Accessories, tools and equipment** included with the Vehicle when delivered that are missing, damaged or not in proper working order.
- **Tires** that are retreads, unsafe, have less than 1/8-inch tread at the shallowest point or are not a part of a matching set of two or four.
- Any other part or condition that causes the Vehicle to be **unsafe or unlawful** to use.
- Any other damage or wear that together cost more than \$50 to repair or replace.

35. Default. You will be in default on this Lease ("Default") if any one of the following occurs (except as prohibited by law):

- You fail to make any payment when it is due.
- You fail to perform any obligation that you have undertaken in this Lease (which includes doing something you have agreed not to do).
- You fail to comply with any of the terms or conditions of this Lease.
- You are subject to a proceeding in bankruptcy, receivership or insolvency or you make an assignment for the benefit of creditors.
- You die during the Lease Term.
- You fail to answer traffic summons or pay any traffic tickets or other fines when due.
- You fail to return the Vehicle upon termination of this Lease.
- The Vehicle is seized, confiscated or levied upon by legal or governmental process.
- You fail to provide the Required Insurance on the Vehicle or fail to provide proof of such coverage after we request it.
- **You sublease or in any way transfer your interests or responsibilities in the Vehicle and in this Lease without our prior written permission.**
- Anything else happens that creates a default according to applicable law.

If this Lease is in Default, we may exercise our remedies against any or all Lessees.

36. Remedies. If this Lease is in Default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking some or all of these actions.

- We may terminate this Lease and your rights to use the Vehicle.
- We may take any reasonable action to correct your Default or to prevent our loss (including, for example, purchasing insurance that you agreed to provide). Any

- We may require you to return the Vehicle and any related records or make them available to us in a reasonable manner.
- We may take back the Vehicle by legal process or self-help, but in doing so, we may not breach the peace or violate the law.
- We may sue you for damages and to get the vehicle back.
- We may use the Device (as described in "Tracking Device") above to locate the Vehicle for repossession.
- We may use any other remedy available to us in this Lease or by law.

You agree that, subject to your right to recover such property under state or federal law, if any, we may take possession of penal property left in or on the Vehicle when we take back the Vehicle.

You agree to repay us for any reasonable amounts we pay to correct or cover your Default, unless prohibited by law. You also agree to reimburse us for any costs and expenses we incur in the Vehicle's return and disposition or resulting from early termination, unless prohibited by law. These amounts include, for example, our court costs and reasonable attorneys' fees.

By choosing any one or more of these remedies, we do not give up our right to use another remedy. By deciding not to use any remedy should this Lease be in Default, we do not give up our right to use that remedy if the same kind of Default happens again.

37. Communications with Lessee:

(a) **Consent to Monitor and Record Phone Calls.** To ensure that Lessor's inquiries are handled promptly, courteously, and accurately, some of the phone calls between you and us or any of our affiliates may be monitored and recorded by us and our affiliates to enhance service to you. You consent to this monitoring and recording.

(b) **Servicing and Collection Calls.** You agree that, in order for us to service this Lease or to collect any amounts you owe, that Lessor may from time to time make calls and/or send text messages to you at the telephone number(s) that you have provided to us and that are associated with this Lease, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or automatic telephone dialing system. You further agree that in order for us to service this Lease or to collect any amounts you owe, that Lessor may send e-mails to you at any e-mail address you provide us or use other electronic means of communication to the extent permitted by law.

38. Credit Reports. You authorize us to obtain your credit report, credit score or other consumer reports from any consumer reporting agency now and during the term of this Lease, and to reinvestigate your credit for use in monitoring this Lease, collection of amounts owed under this Lease and extending or amending this Lease to the full extent permitted by law. You are also hereby notified that if you fail to fulfill the terms of your credit obligations under this Lease, a negative report regarding your credit may be submitted to each consumer reporting agency. Lessor may share credit, account and financial information with our affiliates and other third parties except to the extent prohibited by our policies or

39.Odometer Statement. You agree to maintain the Vehicle's odometer so that it is always accurate. You will provide us with an odometer certification at any time we request one. **Federal law requires you to give us a statement of the Vehicle's mileage in connection with a transfer of Vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.**

40. Arbitration

Please Read Carefully!

Notice of Arbitration.

By agreeing to this Arbitration Agreement you are giving up your right to go to court for claims and disputes arising from this Lease if you or we choose to arbitrate.

You or we may choose to have any dispute between us decided by arbitration, and not by a court or by jury trial.

If a dispute is arbitrated, you give up your right to join as a class representative or class member in any class action or class arbitration that you may have against us.

In arbitration, discovery and rights to appeal are generally more limited than a judicial proceeding, and other rights that you and we would have in court may not be available.

At your or our election, any claim or dispute in contract, tort, statute or otherwise between you and us or our employees, agents, successors or assigns that arises out of, or relates to your credit application, this Lease or any related transaction or relationship is to be decided by neutral, binding arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be decided by neutral, binding arbitration.

If you or we choose to arbitrate a claim or dispute, you and we agree that no trial by jury or other judicial proceeding take place. In addition, you agree not to participate as a class representative or class member on any class claim that you may have against us, including class arbitration. You and we also agree that any claim or dispute is to be heard and decided by one arbitrator only, and only on an individual basis, and not as a class action.

For the arbitration, you and we will use the following arbitration provider and its applicable rules: National Arbitration and Mediation ("NAM"), 990 Stewart Ave., Garden City, NY 11530 (www.namadr.com). You can obtain a copy of NAM's rules by contacting it or visiting its website. If NAM is unwilling or unable to serve as the arbitration provider, the arbitrator will be selected pursuant to 9 U.S.C. sections 5 and 6. The arbitration hearing will be carried out in the federal district where the Lessee who is primarily liable on the Lease resides, unless you and we agree otherwise. If arbitration begins, we will advance your filing, administration, service or case management fee, and your arbitrator or hearing fee all up to a total maximum of \$1,500. Unless the arbitrator awards them to a party, each party is responsible for the fees of its attorney(s), experts, witnesses, and any other fees and costs of arbitration, including any amount we have advanced. The arbitrator will be a lawyer or a former judge. In making an award, the arbitrator shall follow governing substantive law. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and any other relief allowed by applicable law. Other than the grounds for review under the Federal Arbitration Act, the arbitration award is final and binding on all parties. Any court having jurisdiction may enforce the arbitrator's award.

• Seek remedies in small claims court for claims within that court's jurisdiction, unless these claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these claims to arbitration.

• Seek judicial provisional remedies.

• Exercise self-help remedies and to take measures that do not involve a court or arbitration, including, but not limited to, setting off against a deposit account and repossessing property.

• Exercise foreclosure against any real or personal property, collateral or other security.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs this Arbitration Agreement, and not any state law concerning arbitration, including state law arbitration rules and procedures. This Arbitration Agreement survives any termination, payoff or transfer of this Lease. If any part of this Arbitration Agreement is not enforceable, the rest is enforceable; but if the waiver of class action rights is unenforceable, this entire Arbitration Agreement is unenforceable.

By signing this Lease you and we understand and agree to be bound by its terms, and expressly waive our rights to trial by jury and judicial process, and review, except as allowed by law. Caution: It is important that you read this Arbitration Agreement thoroughly before you sign this Lease. By signing it, you are accepting that you have read, understand and agree to this Arbitration Agreement, and have received a copy of it. If you do not understand something in this Arbitration Agreement, do not sign this Lease; instead, ask your lawyer. You or we may reject this Arbitration Agreement by sending to the other a rejection notice by certified or registered mail or by messenger service within ten (10) days after the date of signing this Lease.

41. Notices

NOTICE: ANY HOLDER OF THIS CONSUMER LEASE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH (1) THE LESSEE COULD ASSERT AGAINST THE LESSOR OF THE VEHICLE LEASED PURSUANT HERETO AND (2) ARE APPARENT ON THE FACE OF THE CONSUMER LEASE. RECOVERY BY THE LESSEE SHALL NOT EXCEED AMOUNTS PAID BY THE LESSEE HEREUNDER.

Integration/Modification: By signing below, you acknowledge that (i) this Lease sets forth all of our agreements for the lease of the Vehicle, (ii) there is no other written or oral agreement and (iii) the only way this Lease can be changed is by a new written agreement signed by you and us.

X

Lessee

X

Co-Lessee

THIS IS A LEASE AGREEMENT. THIS IS NOT A PURCHASE AGREEMENT. PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

NOTICE TO MICHIGAN LESSEES: The Early Termination Liability (Section 30) as determined by Lessor may be different than the actual cash value of the Vehicle as determined by the insurer of the Vehicle. Except to the extent that any purchased GAP product applies, Lessee is responsible for the amount by which the Early Termination Liability exceeds the proceeds from the insurer of the Vehicle.

 /  ✓ Lessee/Co-Lessee Initials

ELECTRONIC CONTRACTING AND SIGNATURE You hereby agree that your electronic signature below signifies your intent to enter into this Lease, which shall be legally valid and enforceable in accordance with its terms (the "Electronic Contract"). Upon signing this Lease, you will receive a copy of this Lease, which shall not be considered an authoritative copy. The authoritative copy shall be the electronic copy stored in a document management system designated by us (the "Authoritative Copy"). Notwithstanding the foregoing, the Authoritative Copy may be converted into a paper contract by printing it and being marked by us as an original (the "Paper Contract"). Once such Paper Contract is created, it shall constitute the Authoritative Copy, and you acknowledge and agree that (a) your signing of the Electronic Contract also constitutes issuance and delivery of the Paper Contract, (b) your electronic signature below, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (c) after such conversion, your obligations will be evidenced by the Paper Contract alone.

Consent to Install Tracking Device. You hereby consent to the installation of an electronic tracking Device on the Vehicle as described in Sections 27-29 above and consent to its use by us for the entire term of this Lease and until all obligations under this Lease are fully paid and performed by you.

X 

Lessee

X 

Co-Lessee

Delivery Receipt. By signing his Lease, you agree that (a) you received and examined the Vehicle described in this Lease, (b) the Vehicle as described in this Lease, and (c) the Vehicle is in good working order and condition.

This Lease is subject to Assignee approval within three (3) days of execution. Otherwise, this Lease, except for this provision, shall become void and the Lessee shall return the Vehicle on demand.

By signing below, you acknowledge that:

- The Lease is completely filled out;
- You have read the entire Lease carefully and agree to all the terms. INCLUDING THE ARBITRATION AGREEMENT;
- The Lessor may assign all right, title, and interest in this Lease and vehicle to anyone; and
- You have received a completed copy of this Lease.

Signatures

X 
Lessee

X 
Co-Lessee

Lessor's Acceptance. By signing below, Lessor agrees to the terms and conditions of this Lease and represents to Assignee (if any) as follows:

- **Driver's License Inspection.** The Lessor inspected each Lessee's driver's license and compared and verified the signature on each license with a signature of each Lessee, written in Lessor's presence. Lessor believes that each Lessee providing such information is currently licensed to drive by the state of his/her residence.
- **Assignment.** Lessor assigns this Lease and all rights and title to the Vehicle to the Assignee identified below (if any). Any such assignment is made subject to the terms of any separate Assignment Agreement between the Lessor and Assignee. Lessor acknowledges that Lessor is not an agent of MotoLease, LLC or its servicer and that neither this Lease nor this assignment makes Lessor an agent of MotoLease, LLC.

Assignee: MotoLease, LLC

10866 Wilshire Blvd. Ste. 565

Los Angeles, California 90024 Toll Free: 844-466-8653

LessorX By: Dealer RepresentativeTitle: Nick Veniskey