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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2021-R-027**

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**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK  
AND ENTERPRISE FLEET MANAGEMENT, INC. FOR VEHICLE LEASING &  
REPLACEMENT PROGRAM**

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**JACOB C. VANDENBERG, PRESIDENT**  
**KRISTIN A. THIRION, VILLAGE CLERK**

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**WILLIAM P. BRADY**  
**WILLIAM A. BRENNAN**  
**DIANE M. GALANTE**  
**MICHAEL W. GLOTZ**  
**MICHAEL G. MUELLER**  
**Board of Trustees**

RESOLUTION NO. 2021-R-027

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ENTERPRISE FLEET MANAGEMENT, INC. FOR VEHICLE LEASING & REPLACEMENT PROGRAM**

**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered authorizing a Professional Services Agreement, a true and correct copy of such agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Contract be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "agreement" be entered into and executed by said Village of Tinley Park, with said Contract to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid agreement.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.

**ADOPTED** this 13<sup>th</sup> day of April, 2021, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:


**AYES:** Berg, Brady, Brennan, Galante, Glotz, Mueller

**NAYS:** None

**ABSENT:** None

**APPROVED** this 13<sup>th</sup> day of April, 2021, by the President of the Village of Tinley Park.

ATTEST:

  
\_\_\_\_\_  
Village Clerk

  
\_\_\_\_\_  
Village President

# **EXHIBIT 1**

Prepared For: Village of Tinley Park, Illinois  
Niemeyer, David

Date 05/17/2021  
AE/JAM DK0/JWS

## Unit #

Year 2021 Make Ford Model F-150

Series XL 4x4 SuperCab Styleside 8 ft. box 163 in. WB

Vehicle Order Type Ordered Term 24 State IL Customer# 496987

\$ 34,673.00 Capitalized Price of Vehicle<sup>1</sup>  
\$ 0.00 \* License and Certain Other Charges State IL  
\$ 251.00 Initial License Fee  
\$ 0.00 \* Registration Fee  
\$ 160.00 Other: (See Page 2)  
\$ 0.00 Capitalized Price Reduction  
\$ 0.00 \* Tax on Capitalized Price Reduction  
\$ 0.00 Gain Applied From Prior Unit  
\$ 0.00 \* Tax on Gain On Prior  
\$ 0.00 \* Security Deposit  
\$ 0.00 \* Tax on Incentive ( Taxable Incentive Total : \$0.00 )

\$ 35,084.00 Total Capitalized Amount (Delivered Price)

\$ 438.55 Depreciation Reserve @ 1.2500%

\$ 142.17 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)<sup>2</sup>

\$ 580.72 Total Monthly Rental Excluding Additional Services

## Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program<sup>3</sup> Contract Miles 0

OverMileage Charge \$ 0.00 Per MileIncl: # Brake Sets (1 set = 1 Axle) 0# Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Use Tax 0.0000% State

\$ 580.72 Total Monthly Rental Including Additional Services

\$ 24,558.80 Reduced Book Value at 24 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

## Order Information

## Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Black Medium Dark Slate w/Vinyl 40/20/4

Lic. Plate Type Unknown

GVWR 0

Quote based on estimated annual mileage of 5,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

## Notes

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

## ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Village of Tinley Park, Illinois  
BY *David Niemeyer*

TITLE

May 20, 2021

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor)

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc. pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Utility Lights	C	\$ 3,200.00
<b>Total Aftermarket Equipment Billed</b>		\$ 0.00
<b>Total Aftermarket Equipment Capitalized</b>		\$ 3,200.00
<b>Aftermarket Equipment Total</b>		\$ 3,200.00

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 100.00
<b>Total Other Charges Billed</b>		\$ 0.00
<b>Total Other Charges Capitalized</b>		\$ 160.00
<b>Other Charges Total</b>		\$ 160.00

**VEHICLE INFORMATION:**

2021 Ford F-150 XL 4x4 SuperCab Styleside 8 ft. box 163 in. WB - US

Series ID: X1E

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$37,179	\$38,930.00
Total Options	\$2,029.00	\$3,085.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$40,903.00</b>	<b>\$43,710.00</b>

**SELECTED COLOR:**

Exterior: YZ-(0 P) Oxford White  
 Interior: AS-(0 I) Black Medium Dark Slate w/Vinyl 40/20/40 Front Seat

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
163WB	163" Wheelbase	STD	STD
18B	Black Platform Running Boards	\$228.00	\$250.00
425	50 State Emissions	NC	NC
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53A	Trailer Tow Package	\$888.00	\$975.00
53B	Class IV Trailer Hitch Receiver	Included	Included
57Q	Rear Window Defroster	\$200.00	\$220.00
61X91K	MyKey	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
67T	Integrated Trailer Brake Controller	Included	Included
76R	Reverse Sensing System	\$251.00	\$275.00
85AGTE	Power Tailgate Lock	Included	Included
85AILL	Illuminated Entry	Included	Included
85AMIR	Power Glass Sideview Mirrors w/Black Skull Caps	Included	Included
85APAL	Perimeter Alarm	Included	Included
85APLK	Power Door Locks	Included	Included
85APWN	Power Front & Rear Windows	Included	Included
85A_	XL Power Equipment Group (Fleet)	\$609.00	\$670.00
924	Rear Window Fixed Privacy Glass	\$91.00	\$100.00
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
995	Engine: 5.0L V8	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	(0 I) Black Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
FLADCR	Fleet Advertising Credit	-\$780.00	\$0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,150 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 265/70R17 OWL A/T	Included	Included
SYNC	SYNC 4	Included	Included
X27	3.31 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

**Body Exterior Features:**

Number Of Doors: 4  
Rear Driver Door: reverse opening rear passenger doors  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Running Boards: running boards  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Bed Liner: bed liner  
Box Style: regular  
Body Material: aluminum body material  
: class IV trailering with harness, hitch, brake controller  
Grille: black grille

**Convenience Features:**

Air Conditioning: manual air conditioning  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (front doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Emergency SOS: SYNC 4 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: full overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

**Entertainment Features:**

radio: AM/FM stereo with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

**Lighting, Visibility and Instrumentation Features:**

Headlamp Type: delay-off aero-composite halogen headlamps  
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights

Display Type: analog appearance

Tachometer: tachometer

Voltmeter: voltmeter

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Park Distance Control: Reverse Sensing System rear parking sensors

Trip Odometer: trip odometer

Lane Departure Warning: lane departure

Front Pedestrian Braking: pedestrian detection

Forward Collision Alert: forward collision

Oil Pressure Gauge: oil pressure gauge

Water Temp Gauge: water temp. gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Clock: in-radio display clock

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Door Ajar Warning: door-ajar warning

Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Ignition Disable: SecuriLock immobilizer

Security System: security system

Panic Alarm: panic alarm

Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 split-bench seat



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Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

Standard Engine:

Engine 400-hp, 5.0-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Prepared For: Village of Tinley Park, Illinois  
Niemeyer, David

Date 05/17/2021  
AE/JAM DK0/JWS

## Unit #

Year 2021 Make Ford Model F-250

Series XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW

Vehicle Order Type Ordered Term 60 State IL Customer# 496987

\$ 37,350.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	License and Certain Other Charges State <u>IL</u>
\$ 251.00	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 160.00	Other: (See Page 2)
\$ 0.00 *	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

## Order Information

Driver Name
Exterior Color (0 P) Oxford White
Interior Color (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 S
Lic. Plate Type Unknown
GVWR 0

\$ 37,761.00	Total Capitalized Amount (Delivered Price)
\$ 472.01	Depreciation Reserve @ <u>1.2500%</u>
\$ 122.82	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 594.83</b>	<b>Total Monthly Rental Excluding Additional Services</b>

## Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment	Liability Limit <u>\$0.00</u>
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\$ 0.00	Physical Damage Management
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Comp/Coll Deductible	<u>0 / 0</u>
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\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge	<u>\$ 0.00</u> Per Mile
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# Tires <u>0</u>	Loaner Vehicle Not Included
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<b>\$ 0.00</b>	<b>Additional Services SubTotal</b>
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\$ 0.00	Use Tax <u>0.0000%</u> State
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<b>\$ 594.83</b>	<b>Total Monthly Rental Including Additional Services</b>
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\$ 9,440.40	Reduced Book Value at <u>60</u> Months
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\$ 400.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 5,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

## Notes

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

## ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Village of Tinley Park, Illinois

BY

*David Niemeyer*

TITLE

DATE

May 20, 2021

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Strobe Lights	C	\$ 2,200.00
<b>Total Aftermarket Equipment Billed</b>		<b>\$ 0.00</b>
<b>Total Aftermarket Equipment Capitalized</b>		<b>\$ 2,200.00</b>
<b>Aftermarket Equipment Total</b>		<b>\$ 2,200.00</b>

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Pricing Plan Delivery Charge	B	\$ 210.00
Courtesy Delivery Fee	C	\$ 100.00
<b>Total Other Charges Billed</b>		<b>\$ 210.00</b>
<b>Total Other Charges Capitalized</b>		<b>\$ 160.00</b>
<b>Other Charges Total</b>		<b>\$ 370.00</b>

**VEHICLE INFORMATION:**

2021 Ford F-250 XL 4x4 SD Crew Cab 6.75 ft. box 160 in. WB SRW - US

Series ID: W2B

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$38,588	\$40,620.00
Total Options	\$2,167.00	\$3,330.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$42,450.00</b>	<b>\$45,645.00</b>

**SELECTED COLOR:**

Exterior: Z1-(0 P) Oxford White

Interior: AS-(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
160WB	160" Wheelbase	STD	STD
18B	Platform Running Boards	\$405.00	\$445.00
425	50-State Emissions System	STD	STD
43B	Fixed Rear-Window w/Defrost	\$54.00	\$60.00
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
525	Steering Wheel-Mounted Cruise Control (LPO)	\$214.00	\$235.00
52B	Trailer Brake Controller	\$245.00	\$270.00
546	Trailer Tow Mirrors w/Power Heated Glass	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
61N	Front & Rear Wheel Well Liners (Pre-Installed)	\$296.00	\$325.00
61S	Front Splash Guards/Mud Flaps (Pre-Installed)	\$119.00	\$130.00
62S	Rear Splash Guards/Mud Flaps (Pre-Installed)	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
66S	Upfitter Switches (6)	\$150.00	\$165.00
67D	200 Amp Alternator	Included	Included
85S	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
90L	Power Equipment Group	\$979.00	\$1,075.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
924	Privacy Glass	\$28.00	\$30.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
FLADCR	Fleet Advertising Credit	-\$865.00	\$0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S (4)	Included	Included

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<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

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**Body Exterior Features:**

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Running Boards: running boards  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Front Mud Flaps: front and rear mud flaps  
Bed Liner: bed liner  
Box Style: regular  
Body Material: aluminum body material  
: class V trailering with harness, hitch, brake controller  
Grille: black grille  
Upfitter Switches: upfitter switches

**Convenience Features:**

Air Conditioning: manual air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Emergency SOS: emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: full overhead console with storage  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

**Entertainment Features:**

radio: AM/FM stereo with seek-scan  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 4 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

**Lighting, Visibility and Instrumentation Features:**

Headlamp Type: delay-off aero-composite halogen headlamps  
Cab Clearance Lights: cargo bed light  
Underhood Light: underhood light  
Front Wipers: variable intermittent wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade

Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance

Tachometer: tachometer

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer

Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge

Water Temp Gauge: water temp. gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock

Systems Monitor: systems monitor

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Door Ajar Warning: door-ajar warning

Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag

Height Adjustable Seatbelts: height adjustable front seatbelts

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Ignition Disable: SecuriLock immobilizer

Security System: security system

Panic Alarm: panic alarm

Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Lumbar: manual driver and passenger lumbar support

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

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Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

**Standard Engine:**

Engine 385-hp, 6.2-liter V-8 (regular gas)

**Standard Transmission:**

Transmission 6-speed automatic w/ OD and PowerShift automatic



Prepared For: Village of Tinley Park, Illinois  
Niemeyer, David

Date 05/12/2021  
AE/AM DK0/JWS

Unit #

Year 2022 Make Ford Model F-250

Series XL 4x4 SD Super Cab 6.75 ft. box 148 in. WB SRW

Vehicle Order Type Ordered Term 60 State IL Customer# 496987

\$ 40,834.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	License and Certain Other Charges State <u>IL</u>
\$ 251.00	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 160.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

<b>Driver Name</b>
Exterior Color (0 P) Oxford White
Interior Color (0 I) Medium Earth Gray w/HD Vinyl 40/20/40 S
Lic. Plate Type Unknown
GVWR 0

\$ 41,245.00	Total Capitalized Amount (Delivered Price)
\$ 515.56	Depreciation Reserve @ <u>1.2500%</u>
\$ 133.36	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 648.92</b>	<b>Total Monthly Rental Excluding Additional Services</b>

Additional Fleet Management

\$ 0.00	Master Policy Enrollment Fees
\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.00</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

Additional Services SubTotal

\$ 0.00	Use Tax <u>0.0000%</u>	State
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**\$ 648.92 Total Monthly Rental Including Additional Services**

\$ 10,311.40	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 5,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)  
Notes

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Village of Tinley Park, Illinois  
BY *David Niemeyer*

TITLE

May 20, 2021

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Strobe Lights	C	\$ 7,000.00
<b>Total Aftermarket Equipment Billed</b>		<b>\$ 0.00</b>
<b>Total Aftermarket Equipment Capitalized</b>		<b>\$ 7,000.00</b>
<b>Aftermarket Equipment Total</b>		<b>\$ 7,000.00</b>

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 100.00
<b>Total Other Charges Billed</b>		<b>\$ 0.00</b>
<b>Total Other Charges Capitalized</b>		<b>\$ 160.00</b>
<b>Other Charges Total</b>		<b>\$ 160.00</b>

**VEHICLE INFORMATION:**

2022 Ford F-250 XL 4x4 SD Super Cab 6.75 ft. box 148 in. WB SRW - US

Series ID: X2B

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$37,834	\$39,825.00
Total Options	\$1,605.00	\$2,715.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$41,134.00</b>	<b>\$44,235.00</b>

**SELECTED COLOR:**

Exterior: Z1-(0 P) Oxford White

Interior: AS-(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
148WB	148" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
18B	Platform Running Boards	\$405.00	\$445.00
425	50-State Emissions System	STD	STD
43B	Fixed Rear-Window w/Defrost	\$54.00	\$60.00
44S	Transmission: TorqShift-G 6-Spd Auto w/SelectShift	Included	Included
525	Steering Wheel-Mounted Cruise Control (LPO)	\$214.00	\$235.00
52B	Trailer Brake Controller	\$245.00	\$270.00
54K	Trailer Tow Mirrors w/Power Heated Glass	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
66S	Upfitter Switches (6)	\$150.00	\$165.00
67D	200 Amp Alternator	Included	Included
85S	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
90L	Power Equipment Group	\$832.00	\$915.00
90LACD	Accessory Delay	Included	Included
90LASP	Advanced Security Pack	Included	Included
90LPLK	Power Locks	Included	Included
90LPTL	Power Tailgate Lock	Included	Included
90LPWN	Power Front & Rear Seat Windows	Included	Included
90LRKE	Remote Keyless Entry	Included	Included
924	Privacy Glass	\$28.00	\$30.00
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_01	(0 I) Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
FLADCR	Fleet Advertising Credit	\$-865.00	\$0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
TD8	Tires: LT245/75R17E BSW A/S (4)	Included	Included
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

**Body Exterior Features:**

Number Of Doors 4  
Rear Driver Door: reverse opening rear passenger doors  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator  
Convex Driver Mirror: convex driver and passenger mirror  
Mirror Type: manual extendable trailer mirrors  
Running Boards: running boards  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Front License Plate Bracket: front license plate bracket  
Bed Liner: bed liner  
Box Style: regular  
Body Material: aluminum body material  
: class V trailering with harness, hitch, brake controller  
Grille: black grille  
Upfitter Switches: upfitter switches

**Convenience Features:**

Air Conditioning manual air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (front doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Emergency SOS: 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: full overhead console with storage  
Glove Box: illuminated locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

**Entertainment Features:**

radio AM/FM stereo with seek-scan  
Voice Activated Radio: voice activated radio  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 4 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

**Lighting, Visibility and Instrumentation Features:**

Headlamp Type delay-off aero-composite halogen headlamps  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade

Variable IP Lighting: variable instrument panel lighting

Display Type: analog appearance

Tachometer: tachometer

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer

Trip Odometer: trip odometer

Oil Pressure Gauge: oil pressure gauge

Water Temp Gauge: water temp. gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Engine Hour Meter: engine hour meter

Clock: in-radio display clock

Systems Monitor: systems monitor

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Door Ajar Warning: door-ajar warning

Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag

Height Adjustable Seatbelts: height adjustable front seatbelts

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Panic Alarm: panic alarm

Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Lumbar: manual driver and passenger lumbar support

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

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Floor Covering: full vinyl/rubber floor covering

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 385-hp, 6.2-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and PowerShift automatic



### MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of May 20, 2021, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### 3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: Village of Tinley Park, Illinois

Signature: David Niemeyer

By: David Niemeyer

Title: Village Administrator

Address: 16250 S, Oak Park Ave, Tinley Park, IL 60477

Date Signed: May 20, 2021

Initials: EFM ES Customer DN

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: Jason Szabo

By: Jason Szabo

Title: Director

Address: 1200 Jorie Blvd Suite 300  
Oak Brook, IL 60523

Date Signed: May 20, 2021

Prepared For: Village of Tinley Park, Illinois  
Niemeyer, David

Date 05/17/2021  
AE/AM DK0/JWS

## Unit #

Year 2021 Make Ford Model F-150

Series XL 4x4 SuperCab Styleside 8 ft. box 163 in. WB

Vehicle Order Type Ordered Term 24 State IL Customer# 496987

\$ 34,673.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	License and Certain Other Charges State IL
\$ 251.00	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 160.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

## Order Information

Driver Name
Exterior Color (0 P) Oxford White
Interior Color (0 I) Black Medium Dark Slate w/Vinyl 40/20/4
Lic. Plate Type Unknown
GVWR 0

\$ 35,084.00	Total Capitalized Amount (Delivered Price)
\$ 438.55	Depreciation Reserve @ 1.2500%
\$ 142.17	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 580.72</b>	<b>Total Monthly Rental Excluding Additional Services</b>

## Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment	Liability Limit \$0.00
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\$ 0.00	Physical Damage Management
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Comp/Coll Deductible	0 / 0
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\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles 0	Incl: # Brake Sets (1 set = 1 Axle) 0
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OverMileage Charge	\$ 0.00 Per Mile
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# Tires 0
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Loaner Vehicle Not Included
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\$ 0.00	Additional Services SubTotal
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\$ 0.00	Use Tax 0.0000%	State
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<b>\$ 580.72</b>	<b>Total Monthly Rental Including Additional Services</b>
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\$ 24,558.80	Reduced Book Value at 24 Months
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\$ 400.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 5,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

## Notes

Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

## ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Village of Tinley Park, Illinois  
BY David Niemeyer

TITLE

May 20, 2021  
DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**Aftermarket Equipment Total**

Description	(B)illed or (C)apped	Price
Utility Lights	C	\$ 3,200.00
<b>Total Aftermarket Equipment Billed</b>		<b>\$ 0.00</b>
<b>Total Aftermarket Equipment Capitalized</b>		<b>\$ 3,200.00</b>
<b>Aftermarket Equipment Total</b>		<b>\$ 3,200.00</b>

**Other Totals**

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 100.00
<b>Total Other Charges Billed</b>		<b>\$ 0.00</b>
<b>Total Other Charges Capitalized</b>		<b>\$ 160.00</b>
<b>Other Charges Total</b>		<b>\$ 160.00</b>

**VEHICLE INFORMATION:**

2021 Ford F-150 XL 4x4 SuperCab Styleside 8 ft. box 163 in. WB - US

Series ID: X1E

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$37,179	\$38,930.00
Total Options	\$2,029.00	\$3,085.00
Destination Charge	\$1,695.00	\$1,695.00
<b>Total Price</b>	<b>\$40,903.00</b>	<b>\$43,710.00</b>

**SELECTED COLOR:**

Exterior: YZ-(0 P) Oxford White  
 Interior: AS-(0 I) Black Medium Dark Slate w/Vinyl 40/20/40 Front Seat

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
163WB	163" Wheelbase	STD	STD
18B	Black Platform Running Boards	\$228.00	\$250.00
425	50 State Emissions	NC	NC
44G	Transmission: Electronic 10-Speed Automatic	Included	Included
53A	Trailer Tow Package	\$888.00	\$975.00
53B	Class IV Trailer Hitch Receiver	Included	Included
57Q	Rear Window Defroster	\$200.00	\$220.00
61X91K	MyKey	Included	Included
64C	Wheels: 17" Silver Steel	Included	Included
67T	Integrated Trailer Brake Controller	Included	Included
76R	Reverse Sensing System	\$251.00	\$275.00
85AGTE	Power Tailgate Lock	Included	Included
85AILL	Illuminated Entry	Included	Included
85AMIR	Power Glass Sideview Mirrors w/Black Skull Caps	Included	Included
85APAL	Perimeter Alarm	Included	Included
85APLK	Power Door Locks	Included	Included
85APWN	Power Front & Rear Windows	Included	Included
85A_	XL Power Equipment Group (Fleet)	\$609.00	\$670.00
924	Rear Window Fixed Privacy Glass	\$91.00	\$100.00
96W	Tough Bed Spray-In Bedliner	\$542.00	\$595.00
995	Engine: 5.0L V8	Included	Included
A	Vinyl 40/20/40 Front Seat	NC	NC
AS_02	(0 I) Black Medium Dark Slate w/Vinyl 40/20/40 Front Seat	NC	NC
FLADCR	Fleet Advertising Credit	\$-780.00	\$0.00
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,150 lbs Payload Package	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: 265/70R17 OWL A/T	Included	Included
SYNC	SYNC 4	Included	Included
X27	3.31 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

**Body Exterior Features:**

Number Of Doors: 4  
Rear Driver Door: reverse opening rear passenger doors  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Running Boards: running boards  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with body-coloured rub strip  
Rear Step Bumper: rear step bumper  
Front Tow Hooks: 2 front tow hooks  
Bed Liner: bed liner  
Box Style: regular  
Body Material: aluminum body material  
: class IV trailering with harness, hitch, brake controller  
Grille: black grille

**Convenience Features:**

Air Conditioning: manual air conditioning  
Power Windows: power windows with driver and passenger 1-touch down  
Remote Keyless Entry: keyfob (front doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Remote Engine Start: remote engine start - smart device only  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Emergency SOS: SYNC 4 911 Assist emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: full overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Dashboard Storage: dashboard storage  
IP Storage: bin instrument-panel storage  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

**Entertainment Features:**

radio: AM/FM stereo with seek-scan  
Radio Data System: radio data system  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: FordPass Connect 4G internet access  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

**Lighting, Visibility and Instrumentation Features:**

Headlamp Type: delay-off aero-composite halogen headlamps  
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights

Display Type: analog appearance

Tachometer: tachometer

Voltmeter: voltmeter

Compass: compass

Exterior Temp: outside-temperature display

Low Tire Pressure Warning: tire specific low-tire-pressure warning

Park Distance Control: Reverse Sensing System rear parking sensors

Trip Odometer: trip odometer

Lane Departure Warning: lane departure

Front Pedestrian Braking: pedestrian detection

Forward Collision Alert: forward collision

Oil Pressure Gauge: oil pressure gauge

Water Temp Gauge: water temp. gauge

Transmission Oil Temp Gauge: transmission oil temp. gauge

Clock: in-radio display clock

Rear Vision Camera: rear vision camera

Oil Pressure Warning: oil-pressure warning

Water Temp Warning: water-temp. warning

Battery Warning: battery warning

Lights On Warning: lights-on warning

Key in Ignition Warning: key-in-ignition warning

Low Fuel Warning: low-fuel warning

Door Ajar Warning: door-ajar warning

Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes

Number of ABS Channels: 4 ABS channels

Brake Assistance: brake assist

Brake Type: four-wheel disc brakes

Vented Disc Brakes: front and rear ventilated disc brakes

Daytime Running Lights: daytime running lights

Spare Tire Type: full-size spare tire

Spare Tire Mount: underbody mounted spare tire w/crankdown

Driver Front Impact Airbag: driver and passenger front-impact airbags

Driver Side Airbag: seat-mounted driver and passenger side-impact airbags

Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag

Occupancy Sensor: front passenger airbag occupancy sensor

Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners

3Point Rear Centre Seatbelt: 3 point rear centre seatbelt

Side Impact Bars: side-impact bars

Perimeter Under Vehicle Lights: remote activated perimeter/approach lights

Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks

Ignition Disable: SecuriLock immobilizer

Security System: security system

Panic Alarm: panic alarm

Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll

Traction Control: ABS and driveline traction control

Front and Rear Headrests: manual adjustable front head restraints

Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6

Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments

Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest

Rear Seat Type: rear 60-40 split-bench seat



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Leather Upholstery: vinyl front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Shift Knob Trim: urethane shift knob

Interior Accents: metal-look interior accents

**Standard Engine:**

Engine 400-hp, 5.0-liter V-8 (regular gas)

**Standard Transmission:**

Transmission 10-speed automatic w/ OD and PowerShift automatic

STATE OF ILLINOIS        )  
COUNTY OF COOK        )     SS  
COUNTY OF WILL        )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-027, “**A RESOLUTION APPROVING A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ENTERPRISE FLEET MANAGEMENT, INC. FOR VEHICLE LEASING & REPLACEMENT PROGRAM,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on April 13, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 13<sup>th</sup> day of April 2021.

  
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KRISTIN A. THIRION, VILLAGE CLERK