



## VEHICLE LEASE AGREEMENT

**THIS VEHICLE LEASE AGREEMENT** (hereinafter referred to as the “Lease” or the “Agreement”) is entered into on this \_\_\_\_\_ day of November, 2024, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the “Village” or “Lessor”), and ABM Industry Groups, LLC, a Delaware Limited Liability Company, authorized to conduct business in the State of Illinois (hereinafter referred to as the “Contractor” or “Lessee”). (The Village and the Contractor may, at times, be referred to collectively as the “Parties” or each individually as a “Party”).

The Parties hereby mutually agree as follows:

1. The Village hereby leases to Lessee and Lessee hereby leases from the Village, under the terms and conditions herein:

Vehicle: Year\_\_2018\_\_ Make\_\_FORD\_\_ Model\_\_TRANSIT CONNECT\_\_  
Color\_\_WHITE\_\_ VIN: NM0LS6E71J1342355 License\_\_M215208\_\_ Exp\_\_N/A\_\_

Vehicle: Year\_\_2014\_\_ Make\_\_FORD\_\_ Model\_\_TRANSIT CONNECT\_\_  
Color\_\_WHITE\_\_ VIN: NM0LS6E75E1170949 License\_\_M201749\_\_ Exp\_\_N/A\_\_

2. The lease is for the nominal fee of one dollar (\$1.00), and the leased vehicle will be used on an as-needed basis.

3. During the term of the lease and until the return of the vehicle, the Lessee will maintain insurance acceptable to the Lessor. The following minimum coverages will apply:

- a. Comprehensive fire and theft coverage and collision coverage, each for actual case value of the vehicle and with a maximum deductible of \$1,000,000; and
- b. Liability insurance for at least:
  - i. \$100,000 per person and \$300,000 per occurrence for bodily injury or death; and
  - ii. \$50,000 per occurrence for property damage.

The Lessee will list the Village as “Loss Payee” for the coverages in 3a and as “Additional Insured” for the coverages in 3b. If the Lessee carries excess or umbrella liability insurance, it will include the Village’s interest to the extent permitted by law.

The Lessee will give written proof of insurance coverage upon request. The Lessee will inform the Village at least 30 days in advance, in writing, if any term of insurance changes or the policy

has been cancelled. If the Lessee fails to maintain the required insurance, or fail to provide proof of insurance, the use of the vehicle by Lessee shall cease until all such insurance has been renewed or replaced. Lessee agrees to maintain policies regarding drug and alcohol screening, mobile device prohibition, and concealed weapon prohibition policies for their employees at least as stringent as those in the Village's personnel manual. Lessee and any of lessee's agents also acknowledge and agree that use of the vehicle is monitored by Village telematics – GPS/incident reporting, etc.

Should any claim be made or any action be commenced against the Village arising from any of the causes covered by the insurance referred to in Paragraph 3, the Village will promptly notify Lessee and Lessee will conduct the defense of any such claim or action at Lessee's expense, including all costs and attorneys' fees.

4. If, during the term of this Lease and until the return of the vehicle, it is damaged, destroyed, stolen, abandoned, or taken by any judicial or governmental authority, the Lessee will remain financially responsible. The Lessee shall notify the Village within ten ("10") days of any of these events.

5. Lessee agrees that the sums payable to the Village shall not be subject to any abatement, whatsoever, not subject to any defense, set-off, counterclaim, or recoupment by reason of any damage to or loss or destruction of said property.

6. No agent or employee of the Village shall have the power to waive any of the terms or provisions herein, or to incur additional obligations on behalf of the Village unless such waiver or additional obligations are evidenced by an agreement in writing signed by a duly authorized officer of the Village and by the Lessee.

7. Lessee agrees that during the term of this Lease, they will use the property for lawful purposes only and the property shall not leave the United States without the expressed written permission of the Village. Lessee agrees to indemnify and hold the Village harmless from any fines or penalties for violation of any laws or illegal use of the property.

8. Lessee agrees that they will not assign, transfer, sublet, or in any way rent or lease their rights herein and will not lien or cause to be liened the property described herein.

9. Lessee agrees to maintain the property in good working condition and not to misuse or abuse it.

10. Lessee assumes the entire risk of loss or damage to the property to the extent such losses were caused by the negligence of the Lessee.

11. The Village makes no warranties, express or implied, as to the condition of the property or its fitness for any particular purpose. Lessee agrees to and does hereby hold the Village, its agents and employees, free and harmless from any and all losses, costs, demands or

liability of any kind whatsoever, including legal costs and attorney's fees to the extent such losses were caused by the negligence of the Lessee.

12. For any reason of termination of this agreement, the village shall have the right to take possession of the property.

13. The Title to the property shall at all times remain in the possession of the Village.

14. Any provisions of this contract which shall prove to be invalid, void, or illegal will in no way affect, impair, or invalidate any other provision hereof and such remaining provision shall remain in full force and effect. The parties hereto have read this entire Lease and do hereby acknowledge that they are familiar with all of the terms, covenants, and conditions set forth herein and that there are no other representations, warranties, or agreements concerning this contract which do not appear in writing herein. There shall be no alterations, change, or modifications of any of the terms, covenants, and conditions of the Lease except in writing and signed by all parties hereto.

NOTICE TO LESSEE:

1. Do not sign this agreement before you read and understand it.
2. You are entitled to a completed copy of this Agreement.
3. Your signature indicates you have read the entire Agreement and have received a completed copy.

IN WITNESS WHEREOF, the parties hereon have caused this Agreement to be signed by their duly authorized representative on the date and date first written above.

VILLAGE OF OAK PARK

ABM Industry Groups, LLC

\_\_\_\_\_  
By: Kevin J. Jackson  
Its: Village Manager

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_