

VEHICLE LEASE AGREEMENT
between
MADISON COUNTY MASS TRANSIT DISTRICT
and
CITY OF COLLINSVILLE
(2026 – 2031)

This vehicle lease agreement (lease) is between the Lessor, Madison County Mass Transit District (MCT), 1 Transit Way, Pontoon Beach, Illinois 62040, and the Lessee, City of Collinsville (Lessee), 125 South Center, Collinsville, Illinois 62234. MCT and Lessee agree as follows:

1. Vehicle(s) – See **APPENDIX A**.
2. Service Agreement – See **APPENDIX B**.
3. Term – **From July 1, 2026, through June 30, 2031.**
4. Lease Payment – **One dollar (\$1.00) per leased vehicle per year.**
5. Cost Allocations and Reimbursements – See **APPENDIX C**.
 - a. DISTRICT agrees to reimburse LESSEE for the repairs and maintenance of the vehicle(s) in accordance with the terms herein. By the 10th of every month, Lessee will invoice MCT for reimbursable expenses incurred the prior month and will submit the required data listed in **APPENDIX D**. Invoices must provide the vehicle identification number (VIN) for the leased vehicle associated with each claimed expense. Final invoices and required data for the fiscal year (ending June 30) must be submitted no later than July 15th each year.
 - b. MCT will approve or reject each claimed expense invoiced. If an expense is approved, and all other data listed in Appendix D has been submitted for the corresponding month, MCT will release approved funds within thirty (30) calendar days of MCT's approval. If an expense is rejected, MCT will provide a brief explanation explaining why. MCT may reject claimed expenses not invoiced within sixty (60) calendar days of the date the expense was incurred. MCT has sole discretion over what expenses are approved and rejected.
6. Use of Funds – Lessee will not use MCT funds for purposes inconsistent with this lease.
7. Grant Applications – To remain eligible for cost allocations, reimbursements and future leases, Lessee is required to seek out and apply for available grants and other potential funding sources to acquire new and replacement vehicle(s), and, upon request, provide MCT evidence of such efforts. Organizations eligible for Section 5310 funding (Enhanced Mobility of Seniors & Individuals with Disabilities Program) should contact the Illinois Department of Transportation, Division of Public & Intermodal Transportation, and the East West Gateway Council of Governments (and similar agencies) to be placed on their grant application mailing lists.
8. Vehicle Insurance – Lessee will obtain and maintain insurance on leased vehicles and name MCT as an additional insured and loss payee. Lessee will maintain insurance during the entire lease term and any extensions in the following minimum amounts or greater, per occurrence:

Collision

Comprehensive

actual cash
value or cost
to repair
actual cash
value or cost

Bodily Injury Liability and Property Damage Liability Combined to repair
\$1,000,000

- a. For leased vehicles that have been totaled, Lessee's insurance shall provide a minimum payout to MCT for the actual cash value of the vehicle.
- b. MCT reserves the right to alter, amend, increase, or modify insurance requirements; provided however, if that MCT does so, Lessee will have the option to terminate this Lease.
- c. Lessee will indemnify and hold MCT harmless from any loss or damage caused by Lessee's failure to secure and maintain insurance on leased vehicles.
- d. Lessee shall not cancel insurance without providing MCT thirty (30) calendar days prior written notice unless Lessee has acquired replacement insurance from a rated carrier of equal or greater coverage. Lessee shall provide MCT proof of insurance upon delivery of a leased vehicle, when it changes policy coverages or carriers, and upon MCT request.
- e. Lessee will immediately notify MCT of any damage to a leased vehicle, and of any accident in which a leased vehicle is involved. If a claim or lawsuit is brought against Lessee arising from the use, operation, or condition of a vehicle, Lessee will (1) immediately notify MCT of the claim or lawsuit, (2) provide MCT copies of pleadings, demands, complaints, notices, etc., and (3) cooperate with MCT in any defense of such claims and lawsuits.

9. Vehicle Title – MCT will retain title to leased vehicles. Lessee will pay all taxes, licenses and inspection fees when due. Such costs are NOT reimbursable.

10. Drug Free Workplace – Lessee will comply with the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

11. Driver Requirements – Lessee will allow only licensed drivers that possess the required driver license classification / certification to drive leased vehicles and require drivers to submit to and pass US Department of Transportation physical examinations and required drug and alcohol tests.

12. Downstate Operating Assistance Grant Program – Lessee acknowledges MCT will use Illinois Department of Transportation's (IDOT) *Downstate Operating Assistance Grant* funds to reimburse itself for the cost allocations and reimbursements MCT makes to Lessee. IDOT requirements incorporated into this lease are as follows:

- a. Lessee will provide requested information and records needed by IDOT to determine if the allocations made and funds paid to Lessee are / were eligible for IDOT reimbursement to MCT.
- b. Lessee will NOT seek reimbursement for expenses not eligible for reimbursement by IDOT to MCT under MCT's agreement with IDOT.
- c. Lessee will NOT undertake or fail to undertake any acts that if done by MCT would render MCT ineligible for reimbursement under MCT's agreement with IDOT.
- d. Audit, Access to Records and Reports, and Records Retention – Lessee will grant MCT, the State Auditor General, IDOT, and their authorized agents (Auditing Parties) access to all of Lessee's records pertaining to or associated with this lease. This includes, but is not limited to payrolls, audit working papers, and any other data and records. Lessee agrees to permit Auditing Parties to reproduce or to copy excerpts and transcriptions as may be reasonably needed. Lessee will maintain all records related to its performance and activities under this lease for not less than three (3) years after this lease or any extension thereof terminate. Lessee's failure to maintain such records will create a presumption in favor of MCT to recover any funds MCT paid to Lessee for which Lessee failed to maintain adequate records.

e. Prohibited interests – No member, officer or employee of MCT or its managing agent (Agency for Public Transit (ACT)) or a local public body will, during his / her tenure and for one (1) year thereafter, have any interest, direct or indirect in this lease or any proceeds thereunder.

f. Unlawful Discrimination

i. Human Rights – Lessee will comply with the Illinois Equal Employment Opportunity clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code part 750).

ii. Sexual Harassment – Lessee will have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) Lessee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as set forth in Section 6-101 of the Illinois Human Rights Act. Lessee will provide a copy of these policies to MCT upon request.

g. Indemnification of State – Lessee agrees to hold harmless and indemnify IDOT from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with this lease, and shall defend any suit or action brought against it and/or IDOT, whether at law or in equity, based on any such alleged injury (including death) or damage. Lessee will pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. Lessee will take out and maintain at its own expense, for the duration of this lease such policies of, as will protect Lessee from any claims for damages to property or for bodily injury (including death), with may arise from its actions under this lease.

h. No State Obligations – Lessee agrees that none of its officers, employees or agents, by reason of this lease is or was authorized to hold themselves out or claim to be officers, employees or agents of the State, and that none of them are to be permitted by Lessee, by reason of this lease, to make any claim, demand or application to or for any right or privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

i. No Contingent Awards – All applicable contractual provisions required by financial assistance contracts with IDOT are incorporated by reference, including all applicable "flow down" provisions to third party contractors, subcontractors and/or suppliers. Lessee agrees not to perform any act, fail to perform any act, or refuse to comply with any MCT requests that would cause MCT to be in violation of IDOT terms and conditions.

j. Sufficiency of Available Funds – This lease is subject to a determination that sufficient funds are available from IDOT to carry out the scope of the lease. MCT's obligations hereunder shall cease immediately, without penalty of further payment being required, if funding provided to MCT is discontinued or significantly reduced. MCT shall provide Lessee with notice of termination due to discontinuation or significant reduction of funding as soon as practicable after MCT becomes aware of the failure to make available such funds. If the funding made available to MCT for purposes of this lease is limited either in scope or magnitude, MCT reserves the right to negotiate with Lessee a revision to this lease as an alternative to termination.

j. School Bus Operations – Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), Lessee agrees that while performing work under this lease it

will not engage in school transportation operations to transport students or school personnel exclusively in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, except to the extent that IDOT determines.

k. Ethanol Gasoline – Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Lessee certifies that leased vehicles will use, if capable, fuel containing ethanol gasoline.

13. Delay of Payments – By written notice to Lessee, MCT may withhold or delay any costs allocations and reimbursement payments, or portions thereof, or if has already made a cost allocation or reimbursement payment, to reverse or recall the same, or portions thereof, if:

a. Lessee makes material misrepresentations in its application for allocations or funds, or any amendment thereof, or with respect to any documents or data furnished by Lessee pursuant to this lease, or in any other submission required by MCT; or

b. Lessee fails to retain records or allow MCT access to records as provided in this lease; or

c. Lessee commits any other breach of this lease.

MCT will provide written notice of withholding, delaying, or recalling funds setting forth the relevant supporting facts.

14. No Obligation to Provide Loaner Vehicle – MCT is not obligated to provide Lessee a loaner vehicle, provide any form of substitute transportation, or to assume any obligation related to Lessee losing the use of a leased vehicle when a leased vehicle may be out of service.

15. Inspection – Lessee agrees that MCT or IDOT may conduct inspections and examinations of its data and records related to the Lessee's paratransit services provided under this lease.

16. Non-Waiver – The parties agree that any cost allocations or payments made under this lease will NOT constitute a waiver of any breach or default by the other party.

17. Contingent Fees and Gratuities – Lessee covenants that no person or agent except bona fide employees or designated agents or representatives of Lessee have been employed or retained to solicit or secure this lease with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by Lessee or any of its agents, employees or representatives, to any official, member or employee of MCT or other governmental agency with a view toward securing this lease or securing favorable treatment with respect to awarding, amending, or making any determinations with respect to this lease.

18. Bribery – Lessee certifies none of its officers, representatives, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of MCT or any other party to this lease, nor has Lessee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of Lessee committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of Lessee.

19. Termination for Default (Breach) – MCT may terminate this lease for default if Lessee fails to undertake or perform any actions required by this lease. MCT will deliver Lessee a Notice of Termination specifying the nature of the default. Reasons MCT may terminate for default include, but are not limited to, (a) failing to provide the monthly vehicle data required in **Appendix D** without prompting (estimates are NOT acceptable); (b) failing to inform MCT a leased vehicle is no longer in service, and (c) failing to abide by the mandatory maintenance schedule set forth in **Appendix C**. LESSEE may terminate this Agreement for default in the event that the DISTRICT fails to perform or observe any condition of this Agreement. The LESSEE shall terminate by delivering to the DISTRICT a Notice of Termination specifying the nature of the default.

20. Termination for Convenience – Either party may terminate this lease, in whole or in part by serving ninety (90) calendar days prior written notice on the other party. No later than the ninetieth (90) calendar day after serving the notice, Lessee will return leased vehicles.

21. Return of Vehicles – Lessee will return leased vehicles in good working order, repair, and condition, ordinary wear and tear excepted. If Lessee defaults, MCT may demand immediate possession of leased vehicles and may exercise any other remedies available under this lease and as available at law. If Lessee fails to immediately surrender possession of leased vehicles, Lessee hereby grants MCT the right to enter upon Lessee's premises and remove the vehicles.

22. Lessee Indemnification – If permitted by law, Lessee will indemnify, defend and hold harmless MCT, its trustees, officers, officials, and employees, and the Agency for Community Transit (ACT), its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use) arising out of Lessee's use of and activities associated with the leased vehicles, or arising from Lessee's failure to comply with applicable Federal, State or local laws, statutes, ordinances, rules, and regulations in force, or enacted in the future.

23. MCT Indemnification – If permitted by law, MCT agrees to indemnify, defend and hold harmless Lessee, its trustees, officers, officials, and employees against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use) arising out of or resulting from MCT's activities associated with this lease, or arising from MCT's failure to comply with applicable Federal, State or local laws, statutes, ordinances, rules, and regulations in force, or enacted in the future.

24. Option to Purchase – This lease does not include an option to purchase.

25. Vehicle Condition – Lessee will maintain and service leased vehicles in accordance with the terms and conditions as set forth in **APPENDIX C** and to keep leased vehicles in good working order, repair and condition.

26. Compliance with Law – Lessee will use leased vehicles only for the purposes set forth in **Appendix B** and in compliance with Federal, State, and local laws. Leased vehicles will not be used for any purpose not authorized in **Appendix B** or for any illegal purposes. Lessee will resolve or pay fines and penalties arising from its use of leased vehicles (e.g. parking tickets, speeding tickets, etc.)

27. Vehicle Location – Lessee will keep MCT informed about the location of leased vehicles. Lessee will not drive or remove leased vehicles from Madison County, Illinois, for a period of time that exceeds forty-eight (48) hours without the prior written consent of MCT.

28. Vehicle Loss – If a leased vehicle is lost, stolen, destroyed, Lessee will promptly notify MCT and hold any salvage for MCT. MCT will pick up any salvage held by Lessee. Lessee bears the entire risk of loss, theft, damage or destruction of leased vehicles, from any and every cause.

29. No Liability for Delays – MCT will not be liable for any delay in delivering leased vehicles due to fire or other casualty, labor difficulty, governmental restriction, or any other cause beyond the control of MCT. MCT will NOT be liable for loss of profits, consequential damages, inconvenience, rental of any replacement vehicle, or other damages due to any theft, damage, loss, defect, or failure of any leased vehicle or the time consumed in repairing, servicing of a leased vehicle.

30. Assignment – This Lease is not assignable by Lessee

31. Warranty - Other than any warranty which may be provided by the manufacturer, THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No dispute between Lessee and the manufacturer about warranty items will affect Lessee's obligations under this lease, nor shall any defects in a leased vehicle or its equipment affect Lessee's obligations under this lease. Lessee acknowledges it is familiar with the manufacturer's warranty and acknowledges the manufacturer's warranty is acceptable.

32. Contract Authorization – The parties affirm they have taken all corporate actions necessary to authorize the execution of this lease. The parties affirm there are no provisions in their respective charters, and, to the best of their knowledge, no law, ordinance or regulation, that prohibits either party from entering into this lease.

33. Notices - Notices required or permitted under this lease will be in writing, sent by certified mail, postage pre-paid, return receipt requested or hand -delivered to the primary office of the other party.

34. Entire Agreement - This lease and Appendices A, B, C, and D constitute the entire lease between the parties and supersedes all prior or oral agreements, arrangements or understandings, and may be modified only by a writing executed by both parties.

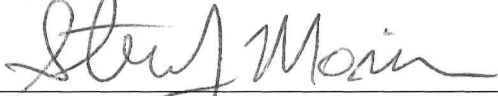
Executed this ____ day of _____, 2026.

CITY OF COLLINSVILLE

Jeff Stehman, Mayor

Attest

MADISON COUNTY MASS TRANSIT
DISTRICT



Steven J. Morrison, Managing Director



Attest

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APPENDIX A

LEASED VEHICLES INCLUDED IN LEASE

Year Make/Model: 2025 - Ford E450 – Starcraft
VIN: 1FDFE4FN5SDD31699
MCT Unit #: COL5

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APPENDIX B

PARATRANSIT SERVICES TO BE PROVIDED USING LEASED VEHICLES

Lessee will use leased vehicles to provide the following paratransit services:

1. Paratransit services for Lessee's residents, guests, and patrons who: (a) are disabled, or (b) are seniors (age 60 and over), or (c) have mobility challenges, to help ensure their access to essential services and destinations such as work, health, education, and those community activities that promote their independence and inclusion.
2. Paratransit services must include non-ambulatory (e.g. wheelchair bound) riders.
3. Lessee's residents, guests, and patrons who are physically and mentally capable of using reasonably available MCT fixed route bus service for the same or similar trips should be referred to MCT's fixed route bus system. MCT will offer training to assist such individuals to teach them how to use and navigate MCT's fixed route bus system.
4. Lessee may be asked to provide limited backup paratransit services to MCT and the Agency for Community Transit (ACT) for trips which cannot be accommodated by MCT or ACT and that are within Lessee's service area. This may be arranged in advance or the same day as service.
5. Leased vehicles may only be used to transport eligible riders within Madison County, Illinois. Any regular or routine use of a leased vehicle outside of Madison County without the prior written approval of MCT may result in the leased vehicle being removed from this lease, and/or termination of this lease at the sole discretion of MCT.

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APPENDIX C

MAINTENANCE AND REPAIR COST ALLOCATIONS

1. Annual Fiscal Year Cost Allocations for Vehicle Maintenance and Repairs. MCT allocations for leased vehicle maintenance and repairs will not exceed \$5,000 per vehicle, per fiscal year (July 1 – June 30). ACT will bill and Lessee will pay any aggregated vehicle maintenance and repair costs that exceed \$5,000 in a fiscal year.

If Lessee has more than one leased vehicle, Lessee may elect to allocate a portion of the fiscal year balance for one leased vehicle to another leased vehicle to cover maintenance and repairs costs of a leased vehicle that exceeds that vehicle's annual allocation.

Example: a lessee has two (2) leased vehicles. During the fiscal year, Vehicle A has utilized \$3,000 of its budgeted maintenance allocation while Vehicle B has only utilized \$500. Vehicle A now needs its engine replaced at a cost of \$4,000, but there is only \$2,000 left in its budgeted allocation. Even though Vehicle A has only \$2,000 remaining in its budgeted maintenance allocation, the remaining \$2,000 needed for the new engine may be pulled from Vehicle B's remaining allocation of \$4,500 and allocated over by Lessee to cover Vehicle A's engine replacement, leaving Vehicle B's allocation with a balance of \$2,500.

2. Maintenance and Repair Services Provider. The Agency for Community Transit (ACT) is MCT's sole maintenance and repair service provider. Unless otherwise approved by MCT or ACT in advance and in writing, all maintenance and repairs for leased vehicles will be done by ACT at MCT facilities. Lessee is not authorized to have leased vehicles service by a non-ACT provider without the prior express written consent of MCT. **If Lessee uses an unauthorized service provider, MCT has the unilateral right to immediately terminate this lease or any portion thereof.**

3. Lessee will follow all MCT maintenance guidelines and the manufacturer's recommendations listed within the "owner's manual" provided with each leased vehicle.

4. Monthly Maintenance and Repair Services. At a minimum of once per calendar month, Lessee will deliver its leased vehicles to MCT facilities located at 1 Transit Way, Pontoon Beach, Illinois for scheduled routine maintenance and service and at other times as may be directed by MCT or ACT. **If Lessee fails to provide leased vehicles for monthly maintenance and repair services, MCT has the unilateral right to immediately terminate this lease or any portion thereof.** MCT's authorized agent ACT will provide monthly maintenance services for leased vehicles. All leased vehicle maintenance and repairs must be scheduled in advance with the ACT's Maintenance Department by calling **(618) 797-4600**. MCT will not be liable for providing backup / loaner vehicles at any time to include when a leased vehicle may require extensive repairs.

5. ACT will conduct basic vehicle inspections each month free of charge. Lessee will be charged for all other repairs and services at ACT's standard labor, parts and fee rates.

6. Chassis warranty work may be done by ACT, or it will be coordinated by ACT. Any other warranty work (non-Ford, OEM) may be done by ACT, in which case ACT will coordinate any warranty reimbursement with the vehicle manufacturer / vendor.

7. Daily Vehicle Inspections. Since leased vehicles are to be used for safe and dependable paratransit

services for the disabled, seniors (age 60 and over), and individuals with mobility challenges, Lessee will full cycle and test each leased vehicle's lift system and will conduct a full vehicle inspection each day prior to placing a leased vehicle into service. Lessee shall keep records of pre-trip inspections on hand for a minimum of sixty (60) calendar days.

8. Vehicle Cleanliness. Lessee will maintain the cleanliness of each leased vehicle's interior and exterior. The interior of all leased vehicles should be swept and wiped clean at the end of every service day. Smoking and the use of other types of Tobacco products to include vaping is not authorized in leased vehicles, nor is the consumption of any alcohol or foods. Leased vehicles delivered to MCT for maintenance services shall be clean and free of contaminants, dirt and debris. MCT reserves the right to reject any leased vehicle for repairs and maintenance that fails to comply with this requirement. If MCT identifies the lack of overall cleanliness of a leased vehicle, MCT reserves the right to have the unit cleaned and detailed, at Lessee's expense.

9. Reporting Accidents. Lessee will immediately report any vehicle accident and any vehicle damage, whether internal or external, minor or major. Lessee will report this information to MCT's Fleet Director within 24 hours of an accident detailing the type of accident, how it happened, who was involved, if there were injuries, and if vehicle towed, along with any other pertinent information. Lessee will send photos of any damage to MCT's Fleet Director at Lessee's earliest convenience. Damage repairs and body work will not be immediately reimbursable by MCT to Lessee. MCT will not allocate or reimburse Lessee for any costs that could be recovered from another source, such as insurance or warranty. MCT reserves the right to make necessary repairs, in house or sublet, to ensure the longevity, structural integrity, safety and functionality of the leased vehicle. If unreported accident damage is found, MCT's Fleet Maintenance Department will reach out to Lessee's leadership for follow up.

10. Annual Reimbursements for Fuel, Oil and Repeater Fees. MCT reimbursements to Lessee for leased vehicle fuel, oil, and repeater fees will not exceed \$5,000 per vehicle per fiscal year (July 1 – June 30). This reimbursement allowance is in addition to the vehicle maintenance and repair allocation allowance detailed in paragraph 1 of this Appendix C. MCT will check the amount of fuel subject to a reimbursement claim against the manufacturer's published average miles per gallon for the vehicle, and may further inquire if the Lessee's fuel reimbursement requests are excessive for the number of miles the vehicle driven. Any credible evidence of fraudulent fuel reimbursement claims will be turned over to the State's Attorney's Office for investigation. MCT will not reimburse Lessee for those aggregate per vehicle costs that exceed \$5,000 in a fiscal year; however, similar to paragraph 1 of this **Appendix C**, if Lessee has more than one leased vehicle, Lessee may elect to allocate the remaining fiscal year reimbursement balance allocated to one leased vehicle to another leased vehicle to cover the reimbursable costs of a leased vehicle that exceeds that vehicle's annual reimbursable allocation.

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APPENDIX D

MCT DATA COLLECTION AND OPERATING PRACTICES REQUIREMENTS

1. Monthly Data Reporting. MCT reports financial and statistical information to the Federal Transit Administration (FTA) and Illinois Department of Transportation (IDOT). This data includes:

- a. Daily ridership counts.
- b. Daily vehicle total miles and hours driven.
- c. Daily vehicle revenue miles and hours
- d. Other data as may be required by from time to time.

2. Data Point of Contact. Lessee will designate at least one staff member to collect and report data to MCT and provide the designee's name and contact information. MCT will instruct Lessee's designee as needed on data collection, retention, and reporting requirements.

3. Data Submission Schedule. Lessee must submit data to MCT on a monthly basis by 10th day of the month immediately following the close of the previous monthly data reporting period. **Lessee's failure to timely report data may result in MCT terminating this lease, or any portion thereof, for cause.**

4. Data Formatting. Data must be submitted in an Excel spreadsheet format or another mutually agreed upon format and forwarded via email to MCT's designated point of contact.

5. Other Lessee Agreements. Within thirty (30) calendar days of this lease's execution, Lessee will provide MCT a copy of all agreements of any kind it may have with any agency or department, public or private, which directly or indirectly funds or regulates, in any manner, the Lessee's Transportation Program being undertaken using leased vehicles.

5. Annual Lessee Audit. Upon request Lessee will provide MCT a copy of Lessee's certified annual audit.

6. Lessee's failure to comply with the requirements set forth herein will constitute breach of this lease and may result in MCT terminating this lease or any portion thereof for cause.

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