MOTOR VEHICLE LEASE CONTRACT

BETWEEN

NAME OF LEASING COMPANY

AND

THE GENERAL HOSPITAL CORPORATION

This agreement is made this _____day of _____ 20__

BETWEEN

Name, address and contact info of the Leasing Company [Hereinafter referred to as the "Lessor" which article shall wherever the context so admits include its assigns and successor in title] of the one part;

AND

THE GENERAL HOSPITAL CORPORATION [d/b/a Massachusetts General Hospital] of _____[hereinafter referred to as the "Lessee" which article shall wherever the context so admits include its assigns and successor in title] represented by _____ of the other part;

RECITALS;

1. Whereas the Lessor is the owner of a make and model of vehicle motor vehicle of the following description : registration number _____; Model _____; Chassis number _____; Engine number _____; Color _____; Year of Manufacture _____.
2. Whereas the Lessor is desirous of leasing and the Lessee has agreed to lease the aforesaid motor vehicle on the terms and conditions herein contained

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. RENTAL

The motor vehicle is hereby leased at a yearly rate of US $ _____ payable yearly on the ___ day of MONTH each year.

2. DURATION

The agreement shall endure for a period of one year commencing on DAY, MONTH, and YEAR and shall then expire unless renewed by the mutual agreement of the Parties.

3. THE LESSORS OBLIGATIONS

The Lessor hereby agrees:

3.1 To grant the Lessee exclusive use and possession of the motor vehicle during the duration of this agreement, save as is provided for by the agreement;

3.2 To grant the Lessee quiet possession of the motor vehicle;

3.3 To keep the motor vehicle comprehensively insured with a reputable insurance company throughout the duration of this agreement;

3.4 To be responsible for the normal service, repair, fair wear and tear of the motor vehicle and to provide the Lessee with another vehicle for temporary use within 48 (Forty Eight) hours while repairing the vehicle;

3.5 To provide the Lessee with a Photostat copy of the registration book of the motor vehicle;

3.6 To provide the Lessee with the option to replace the motor vehicle with another vehicle one (1) year from the signing of this agreement on the terms and conditions contained herein.

4. THE LESSEE'S OBLIGATIONS

The Lessee hereby agrees:

4.1 To ensure that the motor vehicle is used in a skilful and proper manner and only driven by persons that bear a valid driving permit;

4.2 To ensure that no alterations are made to the motor vehicle or any component removed unless it is immediately replaced by the same component or by one of the same like, make and model or an improved or advanced version;

4.3 To report to the nearest Police and inform the Lessor within **48 (forty eight) hours of any damage to or loss of the motor vehicle;**

4.4 To be responsible for costs relating to fuel, tyre puncture and oil topping up between services as well as any costs of parking fines and towing expenses for illegal parking;

4.5 To ensure that the motor vehicle is only used within Uganda;

4.6 To yield the vehicle to the Lessor is good mechanical condition on the expiration of the contract, save for normal wear and tear of the same.

5. TERMINATION OF THE AGREEMENT

5.1 The Lessee shall have the right to terminate this Agreement, upon it giving the Lessor 1 (one) month's notice in writing.

5.2 The Lessor shall have the option to terminate this Agreement upon giving the Lessee 1 (one) month's notice in writing and upon the Lessor refunding any rental fees paid in advance, given the fact that rent is payable 1 year in advance, over and above the notice period.

6.NOTICES

Any notice to the Lessor shall be sufficiently served if sent by registered post to the first address specified above or directly served on him or on any known agent authorized by him and notified to the Lessee as authorized to receive notices on his behalf.

Any notice to the Lessee shall be sufficiently served if sent by email to Department Administrator Name and Contact Information.

7.FORCE MAJEURE

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.

8.ENTIRE AGREEMENT

This Agreement together with the schedules and annexes hereto constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and/or representations between the Parties.

9.WAIVER OF REMEDIES

No forbearance, delay of indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of either Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Party is exclusive of any other, power or remedy available to the Party and each such right, power or remedy shall be cumulative.

10.ASSIGNMENT & CHANGE IN OWNERSHIP/MANAGEMENT ,

10.1 The Lessor shall not assign or transfer its obligations and or rights under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of the Lessee.

10.2 The Lessor shall immediately notify Lessee of any change of ownership or management of the Lessee's business.

11.HEADINGS

The headings to the clauses of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.

12. GOVERNING LAW

This Agreement shall in all respects be governed and construed in accordance with the Laws of Name of Country.

13. RESOLUTION OF DISPUTES

Any dispute arising between the Parties shall be determined by a court of competent jurisdiction in Name of Country and may upon agreement between the Parties be submitted for arbitration.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

SIGNED BY NAME OF LEASING COMPANY AUTHORITY

Signature:_____

This _____ day of_____ 20__

In the presence of:

Name:

Address:

Signature: _____

SIGNED for and on behalf of **THE GENERAL HOSPITAL CORPORATION BY**

Name: Signature:_____

This_____ Day of_____ 20__

In the presence of

Name:

Address:

Signature: _____