

Taxi

BLACKFOOT

AN ENVIRONMENTALLY RESPONSIBLE TAXI COMPANY

**TAXICAB LEASE
AGREEMENT**

Taxicab Lease Agreement

THIS AGREEMENT, made and entered in _____, Georgia, on the date listed below, by and between On The Overnight, L.L.C. dba Blackfoot Taxi, located at 217 Arrowhead Boulevard, Suite A-2/Unit 93, Jonesboro, Georgia 30236, hereinafter called “Lessor”;

and _____,

residing at _____, hereinafter called “Lessee”.

Witnesseth

WHEREAS, Lessor is the owner of certain licenses and automobiles, which are identifiable as “Blackfoot Taxi,” and are equipped for the business of taxicabs for hire; and WHEREAS, Lessor maintains office, telephone call service, live dispatch, repair and maintenance service in the County of Clayton and State of Georgia; and WHEREAS, Lessee represents that he/she is a careful and qualified driver and has a current driver’s license issued by the State of Georgia containing a “For-Hire” endorsement, and desires to lease a taxicab from Lessor. Now, THEREFORE, in consideration of the mutual promises and covenants of the parties herein contained, the parties hereto have agreed as follows:

Equipment

1. Lessor agrees to rent Lessee a taxicab, VIN: _____;

ID: _____; adorned with its company name and contact information thereon, in good mechanical condition which has met the requirements of the Taxicab Ordinances of Clayton County and the laws of Georgia, equipped with a modular meter system, adequate tires, oil, grease, anti-freeze, battery, etc. Specifically, besides those parts inherent in the car, it contains the following which are additional components but must remain and return with the vehicle. Blackfoot Taxi Equipment Inventory:

1) Modular Taxi-Meter System:

a. One (1) tablet - Model _____.

b. One (1) On-Board Diagnostic Scan Tool.

c. One (1) Tablet mount - cup holder.

2) One (1) set of jumper cables.

3) Power cables: _____ Mini / Iphone 4 / 5 / 6 to standard USB.

4) One (1) temporary spare tire with jack, lug wrench set.

5) One (1) Taxi Top Light - L.E.D. w/ remote unit & one (1) remote.

6) Junction box - 2 12V / 2 USB ports.

7) One Cellular Phone - ZTE Z833

Inspection is done at the beginning and end of each rental period.

I n s u r a n c e

3. Lessor furnishes liability coverage on this taxicab in the amount not to exceed the amount of coverage specified by Georgia law, the cost of which is passed on to Lessee at a rate specified by the Schedule of Lease Rates and Fees. In case of any incidents:

(A) Lessee shall cooperate and assist Lessor and any insurance company involved in making settlements, in the conduct of suits, and enforcing any right of contribution or indemnity against any person or organization who may be liable to Lessor or Lessee in connection with the use or operation of such taxicab; upon Lessor's request, Lessee shall attend hearings, depositions, and trials and assist Lessor in securing and giving evidence and obtaining the attendance of witnesses; failure of Lessee to cooperate will result in the termination of liability coverage as to any matter in which Lessee has failed to cooperate. If an accident occurs involving this taxicab, Lessee shall give written notice to Lessor in the manner specified in paragraph 8 herein as soon as practicable; if a claim is made or suit is brought against Lessee, Lessee shall immediately forward to Lessor every demand, notice, summons or other process received by him; such notice is a condition precedent to liability coverage under this provision. Lessee shall be liable to Lessor up to the amount specified in the Schedule of Lease Rates and Fees posted in Lessor's office for property damage to Lessor's taxicab including loss or damage due to collision caused or contributed to by Lessee, vandalism and/or theft. Except as required by applicable law, Lessor shall not be responsible nor liable for any injury to Lessee resulting from the use or operation of the taxicab. All

liability coverage provided herein shall apply solely to liability for personal injury or property damage arising from the operation of the vehicle by the lessee pursuant to the terms and conditions of this lease.

Term

4. Lessor agrees to lease said taxicab to the Lessee, and Lessee agrees to use the vehicle for its intended purpose, and to return said taxicab to Lessor at the end of each lease period in as good condition except for reasonable use and ordinary wear and tear. This lease is renewable by the acceptance of a taxicab by the Lessee and the delivery of a taxicab by the Lessor; said lease may be canceled immediately by either Lessee or Lessor by the refusal of said delivery for any reason by Lessor or by the refusal for any reason of acceptance by the Lessee.

Rental

5. Lessee will pay to the Lessor a fixed rental agreed upon between the parties. Prior to the acceptance of a taxicab the lessee shall select the basis upon which rental shall be calculated, as set forth on the Schedule of Lease Rates and Fees posted in Lessor's office.

Conditions

6. It is generally accepted that Lessor and Lessee cooperate in order for Lessee get the most out of their time with the rented vehicle. Yet by this agreement the Lessor and the Lessee acknowledge and agree that there does not exist between them the relationship of employer-employee, principle-agent, or master-servant, either expressed or implied, but that the relationship of the parties hereto is strictly that of Lessor - Lessee being free from interference or control on the part of the Lessor in the operation of said taxicab. Lessee agrees that he will comply with all applicable federal, state, and municipal laws, ordinances, statues, rules and regulations and that he shall be solely responsible for any fines, penalties, or forfeitures occasioned by any violation thereof.

(A) Lessee shall at all times be free from the control or direction of the Lessor. Lessee acknowledges that:

(1) He is not covered by Workmen's Compensation Insurance provided by Lessor and that he expressly waives any such coverage as a condition to his independent status;

(2) Lessee is not eligible for federal or state unemployment benefits;

(3) Lessor is not responsible for withholding or paying in any way contributions under the Federal Insurance Contributions Act, but Lessee will be liable for payment of these taxes;

and

(4) Lessor is not responsible for withholding federal or state income taxes, or any other taxes, but the Lessee will be liable for payment of these taxes.

(B) It is expressly understood between the parties hereto that once the Lessee takes possession of the taxicab, he will exercise complete discretion in operation of same and in the performance of those duties generally recognized to be part of performing taxicab services, to wit:

(1) Lessee is not required by Lessor to account for the fares collected from passengers, nor required to share the fares with the Lessor, except during 'new hire' 90 day probationary period. Payment of the agreed upon amount specifies an allotted time the Lessee has to use the vehicle to earn as much as possible.

(2) Lessee is operating a taxicab under the banner of Lessor, and thus will not alter certain fundamental aspects customers come to expect in dealing with an established company. Lessee will strictly adhere to the rates posted on the vehicle. Lessee will maintain a neat and clean appearance, and will conduct themselves in a manner so as to not damage Lessor's reputation in the eyes of our customers. A two word tenet of company philosophy is repeat business.

(3) Lessor, being a taxi company, takes requests for car service via phone and electronic means (the Taxi Network), and these requests are forwarded to Lessee for service if they are not otherwise occupied. Lessee is also granted membership to the Taxi Network by virtue of their renting from Blackfoot.

(4) This outlines the geographic boundaries Lessee must operate within while renting a vehicle from Lessor. They may only do business in the jurisdictions where the Company is authorized: i.e.: the State of Georgia, excluding Atlanta and Hartsfield Jackson Airport.

(5) Lessee shall not be required to remain in any fixed spot within the prescribed jurisdictions, or assigned any fixed work hours by Lessor.

(C) Lessor shall not be liable to the Lessee if it is unable to deliver a taxicab to Lessee because the same is unavailable at or during the period that Lessee desires to rent said taxicab.

(D) All expenses incurred by the Lessee in the performance of this contract not expressly agreed to be paid by the Lessor shall be paid by the Lessee.

(E) Lessee agrees to accept credit card payment for taxicab services by the Company approved credit/debit card means, charged processing fees of either 2.75% or 3.25% of total, depending on input. Credit card transactions are cashed out upon clearance of payment, usually the next business day.

(F) Lessee acknowledges that the operation of a taxicab may entail a risk of bodily injury to Lessee through acts of violence, and a risk of loss of property through theft, perpetrated by passengers or by members of the public. Lessee hereby assumes all risk of bodily harm and injury resulting from the intentional acts of passengers and members of the public which may occur in connection with Lessee's operation of the taxicab.

(G) Lessee hereby waives, releases and discharges any and all rights and claims for damages which Lessee may now have or which may in the future accrue to Lessee against Lessor for loss of or damage to the property of Lessee resulting from or occurring in the course of Lessee's operation of the taxicab.

(H) Where there is mechanical failure in the rental car, 24 hour emergency road side assistance is available. Please call (678) 334 - 8839 for service.

(I) Blackfoot Taxi utilizes security cameras in the cars. This recorded data is the sole property of Lessor. All rights reserved. By signing this contract, Lessee provides consent to this gathering of information during their working hours in the car, relinquishing all rights to any video or audio captured. This data may be used by Lessor in any way it sees fit.

EFFECT OF THIS AGREEMENT

7. This contract supersedes and cancels all prior contracts, if any; and constitutes the entire contract of the parties. Lessee agrees that no representations or warranties have been made by Lessor or its agents respecting this Agreement, unless specifically expressed herein. Any waiver by the Lessor of any rights arising from breach or default of any provisions of this contract shall not be construed as a continuing waiver of other breaches or default of the same or other provisions of this contract.

8. Lessee may not assign nor attempt to assign this contract, nor any rights or benefits conferred upon Lessee under the terms of this contract. No person other than Lessee shall operate this taxicab.

9. All notices required to be given to Lessor under this contract shall be in writing and shall be delivered or sent to the Lessor's office at 217 Arrowhead Blvd, Suite A-2 / Unit 18, Jonesboro, GA 30236; or to such other person as may be designated by Lessor through a written notice delivered or mailed to Lessee.

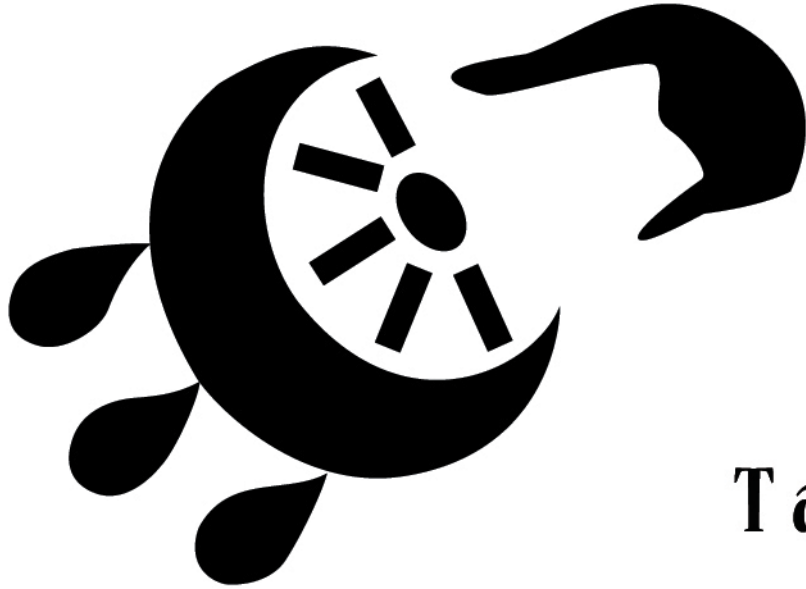
Acceptance date: _____ Term: _____

Lessor Print / Signature: _____

Lessee Print / Signature: _____

Lessee SSN: _____

WITNESS the following signatures and seals this _____ day of _____, 20__.



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Info@blackfoot-taxi.com