

# FFI Phase 4 Tracking Services

## GPS RENTAL AGREEMENT

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**1. THE PARTIES:** Lessor and Lessee are hereinafter referred to as the "Parties". Lessor: Phase 4 Tracking Services Lessee:

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**2. DATE:** This Agreement, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made between the Parties.

**3. PURPOSE:** The purpose of this Agreement is for the Lessee to rent a Global Positioning System (GPS) tracking device from the Lessor. The Lessee is renting the GPS tracking device from the Lessor for the following purpose:

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**4. AUTHORITY:** By entering into this Agreement, the Lessee is attesting that the GPS tracking device being rented from the Lessor will only be used in a lawful manner and for a lawful purpose. **The laws relating to the surreptitious use of GPS tracking devices vary greatly from state to state; consequently, the Lessee is hereby advised to seek legal counsel from a competent attorney before using any GPS tracking device.** The Lessor hereby advises the Lessee that as a general rule, it is unlawful to attach a GPS tracking device to a vehicle that the Lessee does not own.

**5. ACCEPTABLE USE:** The Lessee shall only use the GPS tracking device for its intended purpose, in a reasonable manner, and in accordance with all applicable federal, state, and local laws. At all times, the Lessee shall have an affirmative duty to ensure that any and all end-users of the GPS tracking device are using said GPS tracking device properly; and in compliance with all applicable federal, state, and local laws. The Lessor reserves the right to cancel this Agreement at any time when the Lessor has a reasonable belief that the Lessee is using, or has used, the GPS tracking device in an illegal or improper manner. In the event that the Lessor cancels this Agreement as stated above, the Lessee shall immediately return the GPS tracking device to the Lessor in an acceptable condition, as defined by Section 7 of this Agreement; and shall be responsible for all costs and fees incurred to that point.

**6. COOPERATION:** At all times, the Lessee has an affirmative duty to fully and completely cooperate with the Lessor. The cooperation of the Lessee shall include, but not be limited to, full and truthful disclosure of all material and relevant information to the Lessor. The Lessee's duty to cooperate with the Lessor shall include a duty on the Lessee's part to be truthful with the Lessor when informing the Lessor of his/her stated purpose for renting the GPS tracking device and his/her stated intended use of the GPS tracking device.

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**7. DEPOSIT:** The Lessee agrees to pay the Lessor a conditionally refundable deposit in the amount of \$\_\_\_\_\_. The Lessor will refund the deposit to the Lessee when the GPS tracking device is returned to the Lessor in an acceptable condition. Acceptable condition is determined by the Lessor **Phase 4 Tracking Services GPS Rental Agreement**

using the standard of "fitness for intended use with consideration for cosmetic appearance". The Lessee agrees that the Lessor shall be deemed to have the sole discretion in determining acceptable condition. In the event that the GPS tracking device is damaged, altered, destroyed, lost, misplaced, or otherwise not returned to the Lessor in acceptable condition, the Lessor shall have the right to use the Lessee's deposit to repair or replace the GPS tracking device, at its sole discretion. The remainder of the Lessee's deposit, if any, shall be refunded by the Lessor within ten (10) business days. When deciding whether to repair or replace a lost, damaged, or altered GPS tracking device, the Lessor has no obligation to consider the Lessee's wishes. In the event that the Lessor decides to replace a lost, damaged, or altered GPS tracking device, the Lessee shall have the right to claim the GPS tracking device that is replaced, but shall be responsible for any shipping and handling costs incurred by the Lessor in the course of transferring said GPS tracking device to the Lessee. If the Lessee's deposit does not cover the cost of repairing or replacing the lost, damaged, or altered GPS tracking device, the Lessee shall be responsible for paying the balance to the Lessor upon demand. Further, the Lessee hereby empowers the Lessor with the authority to charge the balance to the Lessee's credit card.

**8. DAILY FEES:** The Lessee agrees to pay the Lessor \$\_\_\_\_\_ per day, or any part thereof, for use of the GPS tracking device. The fee for use of the GPS tracking device includes a daily comprehensive written report prepared by the Lessor and delivered to the Lessee by e-mail, or other electronic means, within five (5) business days. The Lessee agrees to pay the daily fees outlined in this Section for each day, or any part thereof, the GPS tracking device is not in the Lessor's physical possession.

**9. OTHER FEES:** The Lessee agrees to pay the Lessor \$\_\_\_\_\_ per hour for all time the Lessor spends performing any of the following functions on the Lessee's behalf, or at the Lessee's request: (1) installing or re-installing the GPS tracking device; (2) directly or indirectly assisting with installation or re-installation of the GPS tracking device; (3) advising on issues relating to the installation and proper use of the GPS tracking device; (4) changing the batteries in the GPS tracking device; (5) inspecting and testing installation of the GPS tracking device in a vehicle; and (6) retrieving the GPS tracking device upon Lessee's termination or Lessor's cancellation of this Agreement. Additionally, the Lessee agrees to pay the Lessor for mileage driven at the rate of \$0.65 per mile for any and all miles driven by the Lessor in the course of performing, or attempting to perform, any of the services described in this Section.

**10. SHIPPING:** The Lessee agrees to pay any and all costs incurred by the Lessor in the course of shipping the GPS tracking device to the Lessee. The Lessee is hereby advised to promptly return the GPS tracking device to the Lessor by the fastest means possible to avoid incurring additional daily use fees. The Lessor shall cooperate with the Lessee's reasonable request to have the cost of shipping charged directly to the Lessee's FedEx, UPS, or DHL account.

**11. PAYMENT TERMS:** The Lessee agrees to pay all fees due to the Lessor within fifteen (15) calendar days of an invoice being issued. All monies not paid within fifteen (15) calendar days from the date an invoice is issued, will accrue interest at the rate of 18% per annum. The Lessee further agrees to pay the Lessor's attorney's fees, and all other costs, incurred in the course of collecting or attempting to collect any unpaid balances.

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Lessee Lessor

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**12. CREDIT CARD:** The Lessee hereby places the following credit card "on file" with the Lessor for the purpose of guaranteeing payment under this Agreement:

Card Type: \_\_\_\_\_ Card#: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Verification Code (CVV): \_\_\_\_\_

Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

The Lessee hereby grants the Lessor the authority to charge any and all fees incurred by the Lessee pursuant to this Agreement to the credit card listed above.

**13. INDEMNIFICATION & RELEASE:** The Lessee, along with his/her successors, heirs, and beneficiaries, agrees to hold the Lessor, and its owner(s), employees, agents, contractors, and subcontractors along with its beneficiaries, successors, and heirs, harmless from any and all damages, losses, costs, and expenses, including attorney's fees, suffered or incurred in connection with, or arising out of claims or charges which are occasioned by the use, possession, or installation of the GPS tracking device.

**14. PERFORMANCE:** In any action with respect to this Agreement, the Parties are free to pursue any and all legal remedies at law or in equity; and the prevailing Party shall be entitled to collect reasonable attorney's fees and costs from the non-prevailing Party, as ordered by a court of competent jurisdiction.

**15. CHOICE OF LAW/GOOD FAITH:** All terms and provisions of this Agreement shall be governed by the laws of the State of Michigan and are subject to the covenant of good faith and fair dealing implied in all Michigan contracts. The Parties agree that all actions brought to enforce the provisions of this Agreement shall be filed and heard in the Circuit Court for Macomb County.

**16. FACSIMILE:** Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

**17. BUSINESS DAYS:** Business Days are defined as Monday through Friday, excluding Federal holidays.

**18. DESCRIPTIVE HEADINGS:** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations under this Agreement.

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**19. CONSTRUCTION:** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

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**20. SEVERABILITY:** If any term or other provision of this Agreement is determined by a court of competent jurisdiction, administrative agency, or arbitrator to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transaction contemplated hereby is fulfilled to the fullest extent possible.

**21. ENTIRE AGREEMENT, MODIFICATION AND SURVIVAL:** This Agreement constitutes the entire Contract between the Parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by the Parties. Any obligation in this Agreement that, by its terms, is intended to be performed after termination shall survive the same.

**THE SIGNATURES BELOW INDICATE THE PARTIES' ACCEPTANCE OF THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT. AFTER THIS AGREEMENT IS SIGNED BY THE PARTIES IT SHALL BECOME A MUTUALLY BINDING CONTRACT.**

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Lessee's Printed Name

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Lessee's Signature

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Date

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Name of Lessor's Representative

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Signature of Lessor's Representative

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Date