



7400 N. Waukegan Rd., Suite 202 Niles, IL 60714 • Phone: (847) 588-1523 • Fax: (847) 588-1921

TRAILER LEASE AGREEMENT

LESSOR: WINDY CITY LEASE LLC

THIS TRAILER LEASE AGREEMENT is entered into this day

Date _____

by and between WINDY CITY LEASE LLC (“Lessor”) and the Lessee identified below.

LESEE INFORMATION

Lessee Name _____

Phone Number _____

Street Address _____

City/State/Zip _____

E-Mail _____

Tax ID or Social Security # _____

In addition to the Monthly Payments, You agree to pay all applicable taxes.

The undersigned hereby certifies that he or she has read this Lease and each of its pages and has had the ability and opportunity to consult with any attorney or advisor of his or her choice and that he or she is authorized to execute the Lease on behalf of the Lessee.

Accepted on Date _____

LESSEE _____

SIGNATURE (FULL NAME) _____

TITLE _____

TERMS AND CONDITIONS

1. Lease. Lessor leases to the Lessee and the Lessee leases from the Lessor, the exclusive use of the Trailers identified in Appendix A. Lessee agrees to pay Lessor at any location in Illinois directed by Lessor the Monthly Payment (plus applicable taxes) shown above, commencing upon the Delivery Date of the first trailer leased hereunder, and on the first day of each consecutive Month that this Lease remains in effect.
2. Term and Termination of Lease. This Lease shall remain in full force and effect through the entire Lease Term and shall automatically renew for successive Lease Terms unless terminated by Lessor and/or Lessee as set forth herein. Lessee may elect to terminate this Lease effective at the end of any Lease Term by providing Lessor no less than seven (7) days written notice of Lessee's intent to terminate this Lease. Lessor may terminate this Lease with or without cause by delivering to Lessee an oral or written notice to terminate effective seven (7) days following delivery of such notice. Lessor may, but is not required to, terminate this Lease for cause without notice to Lessee upon any Default by the Lessee of any of the terms of this Lease.
3. Late Charges / Documentation Fee. Whenever any Monthly Payment is not made within five (5) days of its due date, Lessee agrees to pay Lessor, within thirty (30) days, a late charge of ten percent (10%) of the payment then due, with a minimum of \$25.00, but only to the extent permitted by law, plus all expenses (including reasonable attorneys' fees) incurred in collecting all late charges.
4. Security Deposit. To secure Lessee's obligations to the Lessor, Lessee agrees to pay Lessor at the time of acceptance of the Trailer, a Security Deposit in an amount shown on the first page of this Lease. Lessor agrees to return the Security Deposit to Lessee no later than sixty (60) days following the return of all of all of Lessor's trailers in Lessee's possession, without interest, less any amounts deducted by Lessor to satisfy any obligations by Lessee remaining outstanding under this Lease, including but not limited to, payment of unpaid payments and repairs or maintenance required to restore the Trailer(s) to the condition set forth in the Trailer Condition Report.
5. Delivery and Acceptance. Lessee may choose any trailer in Lessor's fleet that is not currently being leased by another lessee. Lessee is responsible at Lessee's own cost to inspect the Trailer prior to its use. Lessee agrees to sign the Trailer Condition Report supplied by Lessor after Lessee has inspected the Equipment and before Lessee uses any Trailer. Lessee shall be deemed to have executed a "clean" Trailer Condition Report in the event Lessee uses any of Lessor's Trailers in any way without signing a Trailer Condition Report. By using the Trailer, Lessee acknowledges that it has inspected the Trailer, that it is in good operating order and fit for Lessee's intended use and that the Trailer operates to the satisfaction of the Lessee.
6. Warranty. Lessor is leasing the Trailer to Lessee "AS - IS" and Lessee acknowledges that Lessor is not the manufacturer of the Trailer or an agent of the manufacturer of the Trailer. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. IN NO EVENT SHALL LESSOR HAVE ANY LIABILITY FOR NOR SHALL LESSEE HAVE A CLAIM OR REMEDY AGAINST LESSOR FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS OR SAVINGS, LOSS OF USE OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS. Lessor is not responsible for any repairs to or the performance of the Trailer(s) leased hereunder or for any maintenance or service to such Trailer(s).
7. Title. During the Lease Term, the Lessor owns and retains title to the Trailer(s) leased hereunder. Lessee agrees not to permit a lien of any kind to be placed on the Trailer. In the event Lessee permits a lien to be placed on the Trailer(s), such will constitute a breach of the Lease and Lessee agrees that Lessor may, but is not required to, satisfy the lien in Lessor's own discretion and Lessee shall be responsible for compensating the Lessor for any payments so made.
8. Repairs and Maintenance. Lessee is required, at Lessee's own cost and expense, to bear the expense of all parts and labor required to keep the Trailer(s) leased hereunder in good repair and condition and, where applicable, replace the tires and brakes on the Trailer leased hereunder when necessary. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR REPAIRS FOR THE TRAILER DURING THE TERM OF THE LEASE.

9. Loss or Damage. Lessee is solely responsible for all loss, destruction or damage to any Trailer leased hereunder and Lessee agrees to assume the risk of all such loss, destruction or damage to such Trailer. No such loss, destruction or damage to or loss of use of any such Trailer shall relieve Lessee from any obligation under this Lease including, but not limited to, Lessee's continuing duty to make Lease payments.
10. Insurance. During the term of this Lease, Lessee at its sole expense will keep all Trailers leased hereunder insured against all risks of loss or damage from every cause whatsoever, including but not limited to collision, theft, fire, weather, and natural disaster, in an amount not less than the full replacement value of the Trailer and naming Lessor as sole loss payee, with a deductible no greater than one thousand dollars (\$1,000.00). If Lessee does not provide insurance required under this Lease, Lessee agrees that Lessor shall have the right but not the obligation to obtain such insurance and charge Lessee an insurance fee, including an administration charge. Any failure to obtain insurance set forth herein shall represent a material default under this Lease and Lessor may claim immediate possession without process of law. Lessee grants to Lessor an irrevocable power of attorney to make claim for and receive and endorse all checks and other documents received as payment under such insurance policies. Lessee agrees that it shall comply with all the terms and conditions of its policies of insurance, including the immediate reporting of all accidents to the Lessor and Lessee's Insurer. In the event of a claim, in addition to any other amounts due, Lessee agrees to pay Lessor the amount of Lessee's deductible within 15 days of the occurrence giving rise to the claim.
11. Assignment. Lessee agrees that Lessee shall not transfer, sell, sublease, assign, pledge or encumber either the Trailer or any rights under this Lease.
12. Return. Lessee shall return the Trailer to the location designated by Lessor in the same condition in which it was received by Lessee, ordinary wear and tear excepted. In addition, the Trailer shall be in a condition compliant with all Department of Transportation guidelines and requirements and under which it may be safely and legally operated on the public highways. Lessee agrees that Lessee shall be solely responsible for paying the parts and labor costs for any and all repairs or replacement of parts necessary to restore the Trailer to the condition in which the Trailer it was provided to Lessee. If Lessor determines that the Trailer once returned is not in the required condition, Lessor may elect to repair the Trailer to bring it up to the required condition and Lessee agrees to reimburse Lessor for all of Lessor's reasonable expenses to do so including, but not limited to, its attorneys fees incurred in seeking and obtaining recovery of such repair costs. Lessee agrees that the Trailer Condition Report shall constitute *pr/ma facie* evidence of the Trailer's condition at the time Lessee acquired possession of the Trailer. Lessor and Lessee shall complete a Trailer Condition Report when the Trailer is returned.
- (a) Tires. Upon return, Lessee shall be responsible for paying to Lessor an amount equal to \$ 30 for each 1/32" of tire wear on each tire that deviates from the condition of that tire as set forth in the Trailer Condition Report. In any event, any tire with a tread less than 2/32" shall be replaced at Lessee's sole expense. All replacement tires installed on the Equipment will become Lessor's property. All replacement tires installed shall be of the same type and quality as those furnished by Lessor.
 - (b) Brakes. Upon return, Lessee shall be responsible for paying to Lessor an amount equal to \$ 10 for each 1/32" of brake wear on each brake that deviates from the condition of that brake as set forth in the Trailer Condition Report. In any event, any brake worn to less than 7/32" shall be replaced at Lessee's sole expense. All replacement brakes installed on the Trailer will become Lessor's property.
13. Indemnity. Lessor is not and shall not be responsible for any losses or injuries caused by the manufacture, acquisition, delivery, ownership, use, lease, possession, maintenance or operation of the Trailer or defects in the Trailer. Lessee agrees to indemnify and hold harmless the Lessor and any affiliated companies, including their owners, successors, heirs and assigns, directors, officers, agents, attorneys, employees, representatives, and insurers, jointly and severally, from and against any and all losses, costs, damages, claims or expense, including, without limitation, attorneys' fees, incurred by the Lessor and other indemnitees, or any of them, arising out of the manufacture, acquisition, delivery, ownership, use, lease, possession, maintenance or operation

- of the Trailer or defects in the Trailer. Lessee further agrees to indemnify Lessor and other indemnitees, or any of them, for any attorneys' fees expended in enforcement of this paragraph.
14. Taxes. Lessee agrees to pay all license and registration fees, sales and use taxes, personal property taxes and all other taxes and charges related to the ownership, leasing, rental, purchase, possession or use of the Trailer (except those based on Lessor's net income) in addition to the Monthly Payment as billed by Lessor to Lessee. Lessee agrees that if Lessor pays any taxes or charges on Lessee's behalf, Lessee will reimburse Lessor for all such payments and will pay Lessor interest at the maximum rate legally allowable and a late charge on such payments with the next Monthly Payment, plus such reasonable costs incurred in collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.
15. Lessee shall not permit the Trailer to be used in violation of any Federal, State, or local statutes, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy. Lessee shall be solely responsible for any violation of Federal, State or local statutes, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy, and Lessee shall be solely responsible for all expenses (including attorneys' fees) arising from impoundment of the Trailer for any reason. Lessee shall indemnify and hold the Lessor harmless from any and all legal expenses and attorneys' fees, fines, forfeitures, damages, or penalties resulting from violation of such laws, ordinances, rules or regulations.
16. Default. Lessee shall be in default of this Lease in the event any of the following occurs;
- lessee fails to make any payment when due;
 - Lessee breaches any obligation under this Lease, or any other agreement with Lessor;
 - Lessee or any guarantor dies;
 - (d) Lessee becomes insolvent or unable to pay Lessee's debts when due;
 - Lessee stops doing business as a going concern;
 - Lessee transfers all or substantially all of Lessee's assets;
 - Lessee makes an assignment for the benefit of creditors;
 - Lessee or a guarantor voluntarily files for bankruptcy or has bankruptcy involuntarily filed against Lessee; or
 - a trustee, receiver, or liquidator is appointed for Lessee or a guarantor.
17. Remedies. In the event of a Default, Lessor may take any or all of the following actions, In addition to any other action available under the law:
- Lessor may sue for and receive all Monthly Payments and other payments then accrued or accelerated under this Lease, including but not limited to late fees, expenses and other charges. All amounts due shall accrue interest at a rate of eighteen percent (18%) per year;
 - Lessor may terminate the Lease;
 - Lessor may require Lessee to return the Trailer to Lessor and, in the event Lessee fails to return the Trailer, Lessor may enter upon Lessee's premises or any other location peaceably with or without legal process where the Trailer is located and repossess the Trailer. Such return or repossession of the Trailer will not constitute a termination of this Lease unless Lessor expressly notifies Lessee of such in writing; and/or
 - Lessor may setoff the funds due to Lessor under this Lease against any amounts owed by Lessor to Lessee or held by Lessor for the benefit of Lessee including, but not limited to, amounts held by Lessor in escrow and amounts held by Lessor as security deposit under this Lease. Lessee agrees to pay all expenses incurred by Lessor in connection with the enforcement of any remedies under this Lease, including but not limited to, expenses of repossessing, storing, shipping, and repairing the Trailer and attorneys' fees.
18. Choice of Law, Venue and Personal Jurisdiction. This Lease shall be deemed fully executed and performed in the State of Illinois and shall be governed and construed in accordance with the laws thereof. Lessee consents to and agree that the Courts located in the State of Illinois shall have personal jurisdiction over Lessee. Lessee agrees that venue for any action related to the

Trailer or any action interpreting or enforcing any of the terms of this Lease shall lie solely in the State and Federal Courts located in DuPage and/or Cook Counties in the State of Illinois.

19. Notices. All notices, demands and communications required or desired to be given in connection with this Lease shall be in writing.
20. Severance; survival. In the event any of the terms of this Lease are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder, including but not limited to Lessor's right to recover Lease Payments shall survive termination of this Lease for any reason.
21. Non-Waiver. Neither the failure of Lessor to exercise any right, power or privilege under this Lease, nor its delay in any such exercise, shall operate as a waiver of that right, power or privilege.
22. Merger/Amendments. This Agreement sets forth the entire understanding of the parties hereto and supersedes all prior agreements, whether oral or written, pertaining to the subject matter hereof. No provision of the Agreement may be modified, except by a writing duly signed and acknowledged by each of the parties hereto. Lessee agrees, however, that Lessor is authorized to supply missing information or correct obvious errors in this Lease.
23. Lessee's Warranties. Lessee warrants that Lessee has complete authority to enter into this Lease on behalf of Lessee, that the Lease is legal, valid, binding and enforceable against lessee in accordance with its term and that all information supplied by Lessee to Lessor, including all financial information, is true correct and complete.
24. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

Accepted on _____

Lessee _____

DD/MM/YY

Signature (Full Name) _____

Title _____

PERSONAL GUARANTY

Effective as of the date indicated below, the undersigned ("GUARANTOR") hereby absolutely and unconditionally guarantees and promises to pay to Windy City Lease LLC. or to its order, all obligations of Lessee to Windy City Lease LLC. and agrees that he/she shall be personally subject to and bound by all terms, conditions, restrictions and prohibitions contained in the TRAILER LEASE AGREEMENT. Further, GUARANTOR agrees to personally act as surety for the full and faithful performance of all the obligations, commitments and payments required of the Lessee in the TRAILER LEASE AGREEMENT or otherwise. GUARANTOR agrees that Windy City Lease LLC need not first pursue any remedies it may have against the Lessee as a precondition for recovery under this Guaranty but may, instead, proceed directly and primarily against the GUARANTOR with or without joining the Lessee. The Guarantor is both primarily liable and jointly and severally liable for such obligations, commitments, and payments required of Lessee. Windy City Lease LLC shall be entitled to pursue any and all attorneys' fees from GUARANTOR incurred in pursuing its remedies hereunder.

Signature of Guarantor _____

Date _____

(DD/MM/YY)