

# MACEDONIAN CALL FOUNDATION OF MISSISSIPPI

P.O. Box 156, Ridgeland, MS 39158-0156 - Website: [www.mcfms.org](http://www.mcfms.org). Email: [mcfmscars@gmail.com](mailto:mcfmscars@gmail.com)

Revised 01.19.2022

## VEHICLE LEASE AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by and between Macedonian Call Foundation of Mississippi (MCFMS), a Mississippi not-for-profit  
foundation (hereinafter referred to as "Lessor"), whose mailing address is: P. O. Box 156, Ridgeland,  
Mississippi, 39158-0156 and

\_\_\_\_\_  
(Hereinafter referred to as "Lessee"), whose mailing address is:

\_\_\_\_\_  
email address is: \_\_\_\_\_, phone #: \_\_\_\_\_

First driver's license: # \_\_\_\_\_ state of \_\_\_\_\_ expiration date \_\_\_\_\_

Second driver's license: # \_\_\_\_\_ state of \_\_\_\_\_ expiration date \_\_\_\_\_

Third driver's license: # \_\_\_\_\_ state of \_\_\_\_\_ expiration date \_\_\_\_\_

Fourth driver's license: # \_\_\_\_\_ state of \_\_\_\_\_ expiration date \_\_\_\_\_

### Terms & Conditions

#### 1. Vehicle Description

Lessor hereby leases to Lessee, pursuant to the terms contained in this lease, a motor vehicle  
described as follows:

\_\_\_\_\_  
\_\_\_\_\_

#### 2. Term of Lease

The term of this lease shall commence on \_\_\_\_\_, 20\_\_\_\_\_, and  
terminate on \_\_\_\_\_, 20\_\_\_\_\_. The term of the lease may only  
be extended by obtaining written approval of Lessor no later than thirty (30) days prior to the  
original termination date of the lease and on condition that a vehicle is available. A lease  
extension may require exchange for another vehicle.

#### 3. History and Purpose of MCFMS

The purpose of Macedonian Call Foundation of Mississippi, since our beginning in 1998, is to  
provide dependable and low cost transportation for international missionary families returning to  
the USA for short-term visits. Macedonian Call is a 501C3 non-profit Christian organization that  
operates as an all volunteer ministry. No one at MCFMS receives any pay or compensation. We  
are supported by the faithful and generous gifts from Christian believers, churches, and  
organizations. We receive donations of vehicles as well as one-time or reoccurring financial gifts  
through our online giving or by U. S. mail.

#### **4. Request for and Use of Vehicle**

All MCFMS vehicle requests must be made from the MCFMS website at [www.mcfms.org](http://www.mcfms.org). by submitting a completed Vehicle Request Form providing ALL information requested. This is a secure procedure. Completed request forms will be responded to within the week that they are submitted. Because of the volume of requests, we will not be able to reserve vehicles requested more than six (6) months in advance.

Lessee must have a valid U. S. driver's license and be age 21 or older. Further, Lessee will not use or permit the use of the vehicle leased under this lease in a negligent or improper manner, or in violation of any law, or so as to void any insurance covering the vehicle, or as a public or private livery, or permit any vehicle to become subject to any lien, charge or encumbrance. MCFMS vehicle use is limited to driving in the following (10) states: Mississippi, Arkansas, Louisiana, Tennessee, Alabama, Kentucky, Virginia, North Carolina, South Carolina, and Georgia. Upon request, exceptions could be made by the MCFMS Operational Team, to accommodate missionaries who need transportation to travel outside the (10) state area due to family medical issues or family emergencies. If a Lessee is granted an exception to travel outside the MCFMS approved driving area with their lease vehicle, the Lessee shall be financially responsible for all vehicle towing and repair expenses incurred while traveling outside the ten (10) designated MCFMS driving states. However, in most cases, if a Lessee wishes to take a trip outside the (10) state driving area, the Lessee should plan to make arrangements for alternate transportation.

Retiring Missionaries returning to the United States of America for permanent residence may be eligible to lease a vehicle for a period of three (3) months after they have notified MCFMS of their retirement from the mission field.

#### **5. Delivery and Surrender of Vehicle**

Lessee shall pay a one-time, up-front fee of \$150.00 to cover the cost for vehicle cleaning, refueling, and oil change and need not return the vehicle clean and full of gas.

All vehicles are to be picked up and returned to Metro Jackson, Mississippi or another designated city mutually agreed on by the parties to this lease agreement before the date of vehicle delivery or return. Missionaries should email their travel itineraries to Bob Haller at: [mcfmscars@gmail.com](mailto:mcfmscars@gmail.com) and call or text Bob Haller at 601-826-0999 after entering the USA, or to make arrangements to return their lease vehicle. On expiration of the lease term, Lessee shall surrender such motor vehicle leased under this agreement, in the same condition as when received, less reasonable wear and tear, and free from collision or upset damage, to the Lessor.

#### **6. Driver of Vehicles**

Lessor shall use all reasonable diligence to deliver the vehicles leased under this lease agreement to the Lessee upon the execution of this lease agreement and any supplement to this lease but shall not be liable to Lessee for any failure or delay in obtaining such vehicles or making delivery of such vehicles. The only drivers approved to drive Macedonian Call Foundation of Mississippi vehicles are those listed on this lease contract, who have a current valid U. S. driver's license, and are age 21 or older.

#### **7. Vehicle Insurance and Notification of Accidents**

Lessee must notify the insurance company immediately of any accident or incident that may result in an insurance claim, and notify Lessor within three (3) days of such accident or incident. In the event the failure to notify Lessor and insurance company of such accident or incident

results in the denial of such claim, Lessee may be held responsible for the damages incurred as the result of such failure.

Our MCFMS insurance program is structured as follows:

- a. MCFMS carries automobile insurance consisting of liability, bodily injury and medical, property damage, and uninsured motorist that protect Lessees and their families. Lessees who are listed in the lease contract are covered by insurance and allowed to drive MCFMS vehicles.
- b. All drivers on the lease contract must have a current and valid U. S. driver's license and be age 21 or older.
- c. If a missionary has a wreck and is at fault, they are responsible to pay up to the first \$500.00 for vehicle repairs and/or expenses incurred as a result of the accident.

## **8. Payment of Rentals**

The lease amount for each vehicle will be TWO HUNDRED SEVENTY FIVE Dollars (\$275.00) per month, due on the first of each month. Lessee shall also pay a one-time, up-front fee of \$150.00 to cover the costs for vehicle cleaning/detailing, refueling, and oil change. Missionaries need not return the vehicle clean and full of gas. Lessee agrees that the Lessee will pay the rental set forth in this agreement in advance on the first day of each month specified during the term of this lease. A late fee of \$25.00 will be assessed for late lease payments received after the 10th of the month. All rentals fees shall be paid by Lessee by check or Money Order to "MCFMS" to the Lessor at its address set forth above or to such person or organization as the Lessor shall designate in writing. Lease for a partial month is based on a \$9.17 per day charge. There will be no financial penalty for early return of a lease vehicle, however, any pre-paid monthly lease payment already made will not be refunded for early surrender of the vehicle.

Additionally, missionaries traveling toll roads are responsible for paying all their toll road charges at the time of use or by reimbursement to MCFMS, who is billed for unpaid toll charges incurred by MCFMS vehicles. All unpaid toll charges should be paid by the Lessee to MCFMS within thirty (30) days of their incurrence. Missionaries should update MCFMS immediately of all address changes by email.

## **9. Maintenance and Operation**

Unless otherwise agreed in writing by the parties, the Lessee is responsible for expenses related to basic service, materials, and simple repairs in connection with the use and operation of the vehicle during lease term. This includes but is not limited to gasoline, oil changes every 3,000 miles, oil filters, maintaining engine fluids, basic maintenance, airing tires, rotating tires every 6,000 miles, and simple repairs which are necessary for the proper use and operation of each vehicle.

In the event a substantial mechanical breakdown is encountered, the Lessee must contact Jackie Stuart of Macedonian Call Foundation at 601-906-5798, and notify him of mechanical problems and receive instructions for repairs BEFORE ANY REPAIRS ARE MADE. Macedonian Call Foundation of MS will pay the vehicle tow charge (if necessary) and MCFMS approved vehicle repair costs. The Lessee will need to secure temporary transportation (rental car or a borrowed car) at their expense until the repairs are completed. If the Lessee needs to temporarily lease a vehicle during the repair period, MCFMS will waive their daily lease amount of \$9.17 per day. At the discretion of MCFMS, they will have the option of taking them another vehicle and getting the broken vehicle to a repair facility. The Lessee will need to communicate the vehicle mechanical problem to MCFMS and provide the name, phone number of the repair facility, and a contact person before

repairs are approved. Under no circumstances shall Lessor be held liable for any repairs that are not first approved by Lessor.

#### **10. Compliance with Uniform Traffic Control Laws**

Lessor shall maintain all leased vehicles in compliance with the Mississippi Motor Vehicle Safety Responsibility Law.

Regarding the Licensing and Inspections of vehicles, MCFMS assumes the responsibility for paying taxes on all MCFMS vehicles. If a car tag becomes due on a vehicle that is under a lease contract, the MCFMS Operations Team will renew the car tag and mail the new tag sticker and registration to the missionary at the address they have provided and recorded on this lease agreement. Missionaries should update MCFMS immediately of all address changes by email.

#### **11. Risk of Loss**

Lessee shall bear all risks of damage or loss of vehicles or any portions of damage or loss not covered by insurance. All replacements, repairs, or substitutions of parts or equipment of vehicles shall be at the cost and expense of the Lessee and shall be accessions to the vehicles. The Lessee shall at all times, and at the Lessee's expense, keep the vehicles in good working order, condition, and repair, reasonable wear and tear excepted.

#### **12. Indemnity**

Lessee agrees to save Lessor harmless from all claims, losses, causes of action, and expenses, including legal expenses, arising from the use, maintenance, and operation of the vehicle lease under this lease.

#### **13. No Warranties**

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE LESSOR TO THE LESSEE, AND LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO LESSEE, NOR TO ANYONE ELSE OR ANY KIND AND HOWSOEVER CAUSED, WHETHER BY ANY VEHICLE, OR THE REPAIR, MAINTENANCE OR EQUIPMENT OF ANY VEHICLE, OR BY THE FAILURE OF ANY VEHICLE, OR INTERRUPTIONS OF SERVICE OR USE OF ANY VEHICLE UNDER THIS LEASE.

#### **14. Assignment**

Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this lease, or the lease itself. Lessee consents to and authorizes Lessor's assignment of all rentals, charges, and other amounts payable by Lessee to Lessor, or to become payable. If Lessor assigns the sums agreed to be paid by Lessee under this lease, the rights of the assignee to receive the sum shall be free from all defenses, set-offs and counterclaims of every kind that Lessee may be entitled to assert against Lessor. Notwithstanding such assignment, the assignee does not assume any of the obligations of Lessor. This lease and its rights and interests of Lessee under this lease are subordinate to any security agreement executed by Lessor and any such assignee covering the vehicles leased under this lease.

#### **15. Default**

Lessor may by written notice to Lessee declare this lease in default on the occurrence of any of the following:

- a. Default by Lessee in the payment or performance of any of its obligations under this lease.

- b. Voluntary assignment of Lessee's interest.
- c. Involuntary transfer of Lessee's interest by operation of law.
- d. Expiration or cancellation of any policy of insurance or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this lease.

On declaration by Lessor that the lease is in default, any vehicle then subject to the lease shall be surrendered and delivered to Lessor, and the Lessor may take possession of the property wherever it may be found, with or without process of law, and for that purpose may enter on the premises of Lessee. On default, Lessee and Lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicles leased under this lease, or the possession or use of such vehicles, and Lessor shall retain all rents and other sums paid by Lessee under the lease with respect to all such vehicles.

#### **16. Waiver**

Failure of Lessor in any one or more instances to insist on the performance of any of the terms of this lease, or to exercise any right or privilege conferred, or the waiver of any breach of any term of this lease shall not be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

#### **17. Lease Only**

This agreement is one of leasing only and Lessee shall not acquire any right, title, or interest to any vehicle leased under this lease other than that of a Lessee.

#### **18. Notices**

Notices provided for under this lease shall be deemed given when mailed to the addresses of the Lessee and Lessor, as contained in this lease.

#### **19. Succession**

This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties of this lease.

#### **20. Choice of Law**

In the event of any dispute concerning the terms of this agreement, the laws of the State of Mississippi shall govern such disputes.

#### **21. Communicating with MCFMS**

The MCFMS contact information is as follows:

Mail: P.O. Box 156, Ridgeland, MS 39158-015

Email: mcfmscars@gmail.com; Phone: 601-499-5133

Or, you may also contact our MCFMS Operational Team members directly for issues related to the following:

##### **Jackie Stuart, President MCFMS Board of Directors**

MCFMS Ministry Operation, Vehicle Acquisition, Maintenance & Repairs.

Cell Phone: 601-906-5798

##### **Bob Haller, Vice President MCFMS Board of Directors**

Vehicle Reservations, Scheduling, Delivery, and Return. Cell Phone: 601-826-0999

**Glen Castle, Treasurer MCFMS Board of Directors**

Finances, Contributions, and Lease Payments. Cell Phone: 601-260-5938

**22. Signatures of Lessor and Lessee**

**WITNESS OUR SIGNATURES as of the date first set forth above.**

Lessees approved to drive Macedonian Call Foundation of Mississippi vehicles must be listed on this Lease Agreement, have a current valid U. S. driver’s license, and be 21 years of age or older.

*I hereby signify my acceptance of the terms of this Lease Agreement with my signature below.*

**LESSOR:**

**Macedonian Call Foundation of Mississippi**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSEE:**

**AUTHORIZED DRIVERS**

\_\_\_\_\_ (signature)

**1. Missionary**

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature)

**2. Spouse**

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature)

**3. Other**

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature)

**4. Other**

\_\_\_\_\_ (print name)