EXHIBIT IV

VEHICLE LEASE AGREEMENT
(FOR PROVIDING OF VEHICLES BY SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS TO RIDE RIGHT FOR USE IN PROVIDING OF TRANSPORTATION SERVICES)

THIS VEHICLE LEASE AGREEMENT ("Agreement") is made effective October 1, 2011 by and between **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS** (hereafter "COUNTY"), whose principal offices are located at 7375 Powell Road, Suite 140, Wildwood, Florida 34785

and

RIDE RIGHT , LLC(hereafter "OPERATOR"), whose principal offices are located at 16 Hawk Ridge Drive, Lake Saint. Louis, Mo 63367

WHEREAS, in 2011, the COUNTY issued Request for Proposal # 006-0-2011/AT (the RFP) requesting a third party to provide for and in behalf of the COUNTY transportation services. The OPERATOR was the successful bidder for this RFP.

WHEREAS, on or about October 1, 2011, the COUNTY and the OPERATOR entered into a Standard Operator Contract ("Contract") pursuant to which the OPERATOR was to provide for in behalf of the COUNTY transportation services.

WHEREAS, the RFP provided in Section 5, Scope of Work, that the OPERATOR would have available to use the COUNTY transit vehicles necessary for the services. The OPERATOR must provide vehicle insurance. The COUNTY will retain ownership of its vehicles and continue to provide preventative maintenance for the vehicles listed on inventory, Attachment "A" throughout the contract period. The initial contract is for a three (3) year-period with two (2), one (1) year optional extensions.

WHEREAS, the parties wish to enter into this Agreement to provide for the use of all the vehicles by the OPERATOR.

NOW, THEREFORE, in consideration of the provisions herein set forth, the parties do hereby agree as follows:

1. **RECITALS**. The Recitals set forth above are hereby incorporated into this Agreement.

2. **DEFINITIONS**. Unless defined in this Agreement, capitalized terms contained herein shall have the meanings set forth in the executed Standard OPERATOR "Contract" or the RFP, as the case may be.

3. **LEASE OF VEHICLES**. Pursuant to the terms and conditions of this Agreement, the COUNTY has and will provide to the OPERATOR delivery and use of the vehicles for use by the OPERATOR in providing the services.

4. **TERM.** This Agreement is effective as of the Effective Date herein, and subject to termination as hereinafter set forth, shall be for a period coinciding with the terms of the Contract, including any options to extend as may be provided. The parties understand that the Contract currently expires on September 30, 2014. This Agreement may in any event be terminated by either party by giving ninety (90) days written notice of said termination or any other of the "Termination Conditions" listed in the Contract.

5. **RENTAL**. For each vehicle so provided by the COUNTY hereunder, the OPERATOR shall pay to the COUNTY the annual rental of One Dollar ($1.00) each due to the COUNTY on October 1st of each Contract year.

6. **TITLE**. Title to the vehicles shall remain with the COUNTY at all times, and the OPERATOR shall have no right, title or interest therein except the possessory rights expressly set forth in this Agreement.

7. **USE AND MAINTENANCE OF VEHICLES**. The OPERATOR agrees as follows with respect to the vehicles that it uses hereunder:
   A. The OPERATOR agrees to, at all times, keep the vehicles free and clear of any and all claims, liens and encumbrances, and shall, at its sole expense, protect and defend COUNTY's title to the vehicles and right of possession against all others. This Agreement is intended to be an agreement for use of the vehicles only and is not and shall not be deemed a sale and security agreement, conditional sale contract, or other such instrument of conveyance. The OPERATOR will operate the vehicles to serve the best interest and welfare of the COUNTY and the public.
   B. The OPERATOR will maintain the vehicles at a high level of cleanliness, safety and mechanical soundness under the required maintenance procedures. The COUNTY and/or Federal Transit Administration shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and the proper maintenance of the vehicles.
   C. The OPERATOR shall pay for all costs of repair to the vehicles for damage collision, vandalism, misuse, or any other cause other than normal maintenance, which occur while vehicles are in the possession of the OPERATOR or its employees or agents, excluding normal mechanical maintenance problems, or damage resulting from improper vehicle maintenance. The OPERATOR shall complete repairs for any such damage within 30 days of occurrence. The COUNTY shall be responsible for all costs of repair to vehicles from damage from any cause occurring while such vehicle is in the possession of the COUNTY or its employees or agents (other than the OPERATOR).

D. Vehicles will not be removed from service prior to a minimum ten (10) years and/or 200,000 miles for Small Cutaways, twelve (12) years and/or 250,000 miles for standard cutaways, eight (8) years and/or 150,000 miles for Mini-Vans unless mutually agreed upon in writing by the parties.

E. The OPERATOR shall use the vehicles solely to provide the Paratransit and Deviated Fixed-Route service to older adults and people with disabilities, the vehicles may be used by other county residents only after the needs of these individuals have been met, and for no other purposes whatsoever, unless expressly authorized in writing by the COUNTY.

F. The OPERATOR shall maintain the vehicles in good repair, condition and working order. Maintenance shall include daily interior and at the minimum weekly exterior cleaning. The OPERATOR shall not be responsible for the depreciation resulting from the authorized use thereof. The OPERATOR shall make no addition, alterations, removal or attachment to the vehicles unless approved in writing in advance by the COUNTY.

G. The OPERATOR shall assure each vehicle is operated only by a fully qualified, competent, licensed driver. OPERATOR shall require each driver to have a good driving record and to operate with all due care and diligence to prevent loss and damage of any nature. All costs associated with operations of the vehicles shall be borne solely by the OPERATOR.

H. OPERATOR agrees not to tamper with or disable the odometer, hub meter or hour meter or 24/7 video equipment of the vehicles (if any) during the term of this Agreement and to notify the COUNTY immediately upon the failure of one of these components during the term of this Agreement.

I. Upon the expiration or termination of this Agreement, the OPERATOR will return the vehicles to the COUNTY in the same condition they were in when delivered to the OPERATOR, subject to reasonable wear and tear.

8. **INDEMNITY AND RISK OF LOSS:**

A. **Indemnification**: OPERATOR shall indemnify and hold the COUNTY harmless against and from any and all liability, damages, claims, actions or causes of actions ("liabilities") arising out of the use by the OPERATOR of the vehicles, including but not limited to, liabilities whether resulting from or in the nature of contract, tort, strict breach or warranty, and whether involving personal injury, property damage or death or otherwise, regardless of whether such damages, claims actions or causes of action are the result of negligence by OPERATOR. In the event the COUNTY shall receive any insurance payment or settlement under insurance policies obtained by OPERATOR in connection with the forgoing, the OPERATOR shall be entitled to credit therefore. This indemnification shall also include all costs and expenses of whatever nature, including reasonable attorney

fees incurred out of court, in the trial court, on appeal or in bankruptcy or administrative proceedings, to the extent that such cost, expenses and fees are not necessitated by the COUNTY's negligent actions. The provision of this Section shall survive the expiration or termination of this Agreement.

B. **Risk and Loss.** OPERATOR assumes the entire risk of loss, from any and every cause whatsoever, of the vehicles in the event of loss which shall be determined by the COUNTY in COUNTY's sole discretion. OPERATOR shall be responsible for repairing all damage to the vehicles while in their possession.

C. In cases OPERATOR shall fail to repair, replace or pay for the vehicles, the COUNTY may repair or replace each vehicle so damaged at the COUNTY's expense and the COUNTY may charge all amounts so incurred by the COUNTY as additional rental which shall be deducted from the OPERATORs monthly invoice to the COUNTY. After compliance with the foregoing to the COUNTY's satisfaction, and provided the OPERATOR is not in default under this Agreement, OPERATOR shall be subrogated to the COUNTY's rights with respect to any insurance policies or claims for reimbursement by others.

9. **REPORTING DOCUMENTS**. The OPERATOR shall submit to the COUNTY monthly audit reports reflecting actual revenue miles, actual vehicle miles, damage repair reports, fuel usage reports and any other such reports the COUNTY may require. The COUNTY reserves the right to conduct field audits of vehicles and daily inspection sheets to determine compliance.

10. **DELIVERY OF VEHICLES**. OPERATOR shall be responsible for all phases of the delivery and return of the vehicles under this Agreement from/to the COUNTY. At least forty-five (45) days prior to any expiration or termination of this Lease, the parties shall conduct a joint inspection of the vehicles to identify mutually-agreed upon defects needing repair prior to return of the vehicles to the COUNTY. All mutually-agreed upon defects will be identified in writing. OPERATOR shall repair all agreed-upon defects prior to the effective date of termination of this Lease. The parties shall conduct a final inspection of the vehicles the day before the effective date of termination. In the event OPERATOR has completed the mutually-agreed upon repair for any vehicle, the COUNTY shall accept the vehicle "as is" and the OPERATOR shall no longer be responsible for the repair or replacement of the vehicle.

11. **MAINTENANCE OF VEHICLES**. The COUNTY shall be responsible for all routine, preventative, and major repairs to the vehicles under this Agreement. The OPERATOR will be notified in a timely manner of the scheduled preventative maintenance (PM) for each vehicle. It will be the responsibility of the OPERATOR for the delivery and pickup of the vehicles scheduled for PM's at the Public Works Department located at 319 E. Anderson Ave., Bushnell, FL 33513.

COUNTY Provided Maintenance and Repair. The COUNTY will maintain all vehicles utilized by the OPERATOR in support of this Agreement. The COUNTY will perform service and repairs in accordance with the following standards. Repairs shall include major repairs unless a vehicle has exceeded its allowable mileage under customary industry standards, in which case COUNTY shall not be required to make major repairs. COUNTY shall not be responsible to repair damage to vehicles caused by accident or vandalism which occurs while the vehicles are in the possession and control of OPERATOR. The COUNTY will specifically provide the services listed below:

- Purchase of parts for any vehicle repairs.
- Purchase of tires, fluids and batteries.
- Purchase of any shop tools and equipment.
- Purchase of first aid kits, spill kits, fire extinguishers and warning triangles for new vehicles with replacement of such items being the responsibility of the OPERATOR.
- Recertification of fire extinguishers.
- Provision of towing services.
- Pay for fluid or environmental disposal fees.
- Outside services related to vehicle maintenance or cosmetic damage occurring prior to the effective date of the Agreement, and for which the COUNTY is otherwise responsible.
- Update MSDS sheets.
- Prepare maintenance reports.
- Perform maintenance duties related to road calls in coordination with OPERATOR.
- Provide reports directly related to vehicle maintenance.
- Repair inoperable interior and exterior lights, doors and latching devices, wheel chair lifts, seat belts and securing devices, horn and all standard safety features such as hazard flashers.
- Repair all broken mirrors, windows, and body damage.
- Repair broken seats and upholstery.
- Repair vehicle leaks and defects in exhaust system.
- Perform preventative maintenance every 7,500 miles.
- Perform oil changes every 15,000 miles.
- Keep complete vehicle maintenance records for each vehicle.
- Provide and affix COUNTY decals. Other OPERATOR requested decals or lettering, must be approved by COUNTY and paid for by OPERATOR.
- Paint vehicle numbers.

12. **DEFAULT.**

If OPERATOR shall fail to perform any obligations or covenant herein and such default continues for ten (10) days after written notice thereof to OPERATOR by the COUNTY, such event shall constitute an event for default hereunder, and to the extent permitted by applicable law, the COUNTY shall

have the right to immediately exercise termination of this Agreement, and demand the immediate return of all vehicles subject to this Agreement to the COUNTY facility located at 319 E. Anderson Ave., Bushnell, FL 33513, or to an alternate location that the OPERATOR and the COUNTY may agree upon. All vehicles shall be returned in the condition provided for in this Agreement.

13. INSURANCE

OPERATOR shall, at all times, carry General Liability, Auto Physical Damage (as specified by County per vehicle), Auto Liability and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 006-0-2011/AT, naming Board as an additional insured in each such policy and also provide an Endorsement for Waiver of Subrogation on General Liability and Auto Liability. OPERATOR will be responsible for payment of all deductibles.

14 ASSIGNMENT.

OPERATOR may not assign or transfer any of its rights or obligations under this Agreement, or sublet the vehicles to another party, without prior written consent of the COUNTY. If the COUNTY consents to such an agreement, the OPERATOR will continue to remain liable for performance under this Agreement.

15. TERMINATION OF AGREEMENT.

Notwithstanding anything herein to the contrary, the COUNTY may, at its sole option, terminate this Agreement prior to its expiration by giving ninety (90) days written notice to the OPERATOR. In such case, the OPERATOR shall on or before the end of said ninety (90)-day period return the vehicles to the COUNTY facility located at 319 E. Anderson Ave., Bushnell, FL 33513, or to an alternate location that the OPERATOR and the COUNTY may agree upon, all in condition as provided for in this Agreement. This Agreement may be terminated if any of the "Termination Conditions" listed in the Contract are met.

16. MISCELLANEOUS PROVISIONS.

A. If the COUNTY waives or delays enforcing any of its rights under this Agreement, it will not affect the COUNTY's ability to enforce its rights afterward.

B. Notices under this Agreement must be in writing, properly addressed, and mailed U.S. Mail, certified return receipt requested and will be effective upon receipt.

C. This Agreement shall constitute the entire agreement between the parties and may not be changed except by an instrument in writing, signed by both parties.

D. The laws of the State of Florida govern this Agreement.

17. **WARRANTIES.**

The OPERATOR acknowledges that the COUNTY is not the manufacturer, the agent of the manufacturer, or the distributor of the vehicles hereunder. The COUNTY makes no warranty or representation, express or implied, as to the fitness, safeness, design, merchantability, condition, quality, capacity or workmanship of the vehicles nor any warranty that the vehicles will satisfy the requirements of any law or contract specification, and as between OPERATOR and COUNTY, the OPERATOR agrees to bear all such risks at its sole risk and expense. The OPERATOR specifically waives its rights to make claim against the COUNTY for any vehicle for breach or any warranty of any kind whatsoever and as to the COUNTY, OPERATOR leases the vehicles "as is". In no event shall the COUNTY be liable for special, incidental, or consequential damages whatsoever or howsoever causes.

18. **FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES.**

The COUNTY shall not be liable for any failure or delay in delivery of any vehicle or for any failure to perform any provision thereof, resulting from fire or other casualty, riot, strike or other labor difficulty, governmental regulation or restriction or any cause beyond OPERATOR's control. In no event shall the COUNTY be liable for any inconveniences, loss of profits, or any other consequential, incidental or special damages resulting from any defects or any theft, damage, loss or failure of any asset, and there shall not be any abatement of off set of monthly charges because of the same.

19. **SOVEREIGN IMMUNITY.**

The parties are aware and understand that the COUNTY as a public entity, is entitled to the benefits of sovereign immunity, in accordance with Florida Law, and nothing contained in this Agreement shall constitute any decision or statement by the COUNTY that it waives or attempts to waive any of its rights or privileges under sovereign immunity.

20. **ADDITIONAL REPLACEMENT VEHICLES.**

This Agreement applies to all the vehicles described in Exhibit "A" attached hereto. In the event the COUNTY should provide to the OPERATOR other vehicles in replacement of the current fleet, the COUNTY will have the right to have those replacement vehicles also subject to this Agreement and the parties will execute an appropriate addendum to this Agreement identifying those other vehicles. The OPERATOR will assist the COUNTY in determining future requirements for vehicles that may be procured under Federal Transit Administration (FTA) or other agency grant programs.

21. **STATUS OF CONTRACT/CROSS DEFAULT.**

To the extent not conflicting with this Agreement, terms and provisions contained in the Contract will apply to this Agreement. A default under this Agreement will constitute a default under the Contract, and a default under the Contract will cause a default under this Agreement.

22. COMPLETE AGREEMENT.

This Agreement constitutes the complete Agreement between the parties hereto and incorporates all prior discussions and representations. No amendment or modification of this Agreement will be effective without a document in writing signed by both parties hereto. Neither party is entitled to rely upon oral statements or oral agreements by any other party.

OPERATOR:
Ride Right,LLC

Title: Alaina Macia
President and CEO

Sumter County Board of County Commissioners

Title: Don Burgess
Chairman

Attest: Gloria Hayward
Clerk of court

Deputy Clerk

Witness