

This Associate Lease Agreement is made the (Insert date)

BETWEEN

(Insert Employer's Name, Address and ACN if applicable) (the "Employer")

- Name
- A.B.N.
- Address
- Phone
- Email

AND

(Insert the vehicle owners name) with offices at (address) (the "Owner")

- Name
- A.B.N.
- Address
- Phone
- Email

AND

(Insert employee's name) of (address) (the "Employee")

- Name
- A.B.N.
- Address
- Phone
- Email

RECITALS

- A. The Employer and the Employee have entered into a Salary Packaging Agreement effective from the above date, whereby the Employee has elected to sacrifice part of the Employee's salary to the Employer for the purpose of funding a motor vehicle lease benefit ("the Salary Packaging Agreement") and in consideration thereof the Employer has agreed to make the payments due under this Lease during the term of the Lease.
- B. The Owner is the owner of a (Insert make and model):
motor vehicle, Registration number (rego no): ("the Vehicle").
- C. The Owner has agreed to enter into an arrangement whereby the Employee will obtain the benefit of a motor vehicle lease funded by the Salary Packaging Agreement on the following terms and conditions, and the Owner has agreed to Lease the vehicle to the Employer.

NOW THIS LEASE WITNESSES AND THE PARTIES AGREE AS FOLLOWS:

1. This Lease shall commence on the day: _____ of month: _____ year: _____
and shall continue until the day: _____ of month: _____ year: _____
or the termination of the employment of the Employee by the Employer whichever comes first ("the Term")
subject to early termination and herein provided and to be renewed thereafter by mutual negotiation between the Employer and the Owner.
2. The definitions and interpretations contained in the Salary Packaging Agreement apply to this Associate Lease Agreement ("Agreement").
3. This Agreement is to be read in conjunction with the Salary Packaging Agreement. In the event that there is any inconsistency between the terms in this Associate Lease Agreement and the Salary Packaging Agreement the former shall prevail only to the extent of the inconsistency.
4. The Owner hereby Leases the Vehicle to the Employer for the Term.
5. The Employer shall at all times during the Term pay to the Owner the rent reserved by this Lease on the day and in the manner provided in this Lease. The total amount payable under this Lease is \$ _____
per (fortnight/month): _____ payable each payday commencing (date): _____
6. It is acknowledged that the Employee may make the vehicle available for the use of the Owner and the Owner's Associates (as defined in the Fringe Benefits Tax Assessment Act 1986).
7. The costs incidental to the instructions for and the preparation, execution and stamping of this Lease and all stamp duties and other out goings payable in respect of this Lease shall be borne and paid by the Employee.
8. Events Constituting Employer's Default. The occurrence of any of the following events shall constitute a default of the Employer under this Lease:-
- (a) Failure to Pay Rent. Employer's failure to pay any installment of rent within _____ days after the installment becomes due;-
- (b) Employer's failure to perform one or more of Employer's other obligations under this Lease within _____ days after the Owner notifies Employer that Employer is in default.
9. Notwithstanding anything which is stated in paragraph 8, the Owner may terminate the Associate Lease Agreement at any time should changes in any legislation or the enactment of any new legislation impose on the Owner financial or other obligations which are, at the Owner's sole discretion, unacceptable to the Owner.

10. All risk of loss of the Vehicle or damage to it shall be borne by the Owner.

OR

All risk of loss of the Vehicle or damage to it shall be borne by the Employer. The Employer, at the Employer's sole expense, shall obtain full comprehensive insurance cover against loss or damage to the vehicle.

OR

All risk of loss of the Vehicle or damage to it shall be borne by the Employee.

11. Maintenance. The Owner shall to be responsible for all maintenance costs including, breakdown repairs, regular servicing, tyres, registration and other consumables but not including fuel.

OR

Maintenance. The Employer shall to be responsible for all maintenance costs including, breakdown repairs, regular servicing, tyres, registration and other consumables.

12. Notices. All notices required by this Lease agreement shall be sent by Australia Post registered mail, return receipt requested, addressed to the party to be notified at the address set out in this Lease, or at such other address as that party may have given the other in writing. Notice shall be deemed given when posted.

13. Termination of Lease. Upon the end of the term of this Lease or at the end of any extension of the term of this Lease, provided neither party is in default, the Employer shall deliver possession of the Vehicle to the Owner at address:
or such other address as may be reasonable and of which the Owner notifies Employer no later than months before the term or any extension of the term ends.

14. Separability. The illegality or invalidity of any provision of this Lease shall not affect the validity of the balance of this Lease. If any provision of the Motor Vehicle Lease Agreement should be held to be invalid in any way or unenforceable, the remaining provisions shall not be affected or impaired thereby, and this Motor Vehicle Lease Agreement shall be construed so as to most nearly give effect to the intent of the Parties as it was originally executed.

15. Applicable Law. The laws of (insert State, for example, the ACT):
shall be applied in construing this Lease regardless of where it is executed or where the Vehicle that is the subject matter of this Lease is located.

[signature page follows]

ASSOCIATE LEASE AGREEMENT



EXECUTED by the parties this (day):

of (month):

Year:

SIGNED by the said Owner

Insert full name:

Signature of Owner:

In the presence of

Print name of witness:

Signature of Witness:

Print address of witness:

SIGNED by the said Employee

Insert full name:

Signature of Employee:

In the presence of

Print name of witness:

Signature of Witness:

Print address of witness:

SIGNED by the said Employer

Insert full name:

Signature of Employer:

In the presence of

Print name of witness:

Signature of Witness:

Print address of witness: