

Carrier Name and DBA(s)

\_\_\_\_\_  
CPCN  
\_\_\_\_\_

**TAXICAB LEASE AGREEMENT**

THIS TAXICAB LEASE AGREEMENT (“Lease”) made this \_\_\_\_ day of \_\_\_\_\_, between (Carrier Name) \_\_\_\_\_, with its principal place of business at (Carrier Address) \_\_\_\_\_ (hereinafter referred to as “LEASING COMPANY/CARRIER”), and \_\_\_\_\_, an independent contractor/employee, with his/her principal residence located at \_\_\_\_\_, hereinafter referred to as “LESSEE/DRIVER”.

WHEREAS, LEASING COMPANY/CARRIER is an intrastate for hire common motor carrier operating under a Certificate of Public Convenience and Necessity (CPCN \_\_\_\_\_) issued by the Transportation Authority of Nevada;

WHEREAS, LEASING COMPANY/CARRIER is the owner of taxicabs and other vehicles;

WHEREAS, LESSEE/DRIVER desires to lease from LEASING COMPANY/CARRIER a vehicle and other services under the term and conditions herein set forth; and

WHEREAS, the parties desire to confirm their understanding in writing.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. **LEASE.** LESSEE/DRIVER agrees to lease from LEASING COMPANY/CARRIER a taxicab with the name, insignia, certificate number, and painted in the approved color scheme of LEASING COMPANY/CARRIER (the “Leased Taxicab”). At the commencement of this lease, LEASING COMPANY/CARRIER shall deliver the Leased Taxicab in good working order, properly licensed, and with a full tank of fuel. LEASING COMPANY/CARRIER shall equip the Leased Taxicab with a radio, taximeter, identifying decals, seals and other equipment required by applicable federal, state, and local laws and ordinances (collectively the “Regulatory Authorities”).
2. **TAXICAB FEES, LICENSING.** LEASING COMPANY/CARRIER shall maintain and pay for all operating licenses, taxes, and fees on the Leased Taxicab. At times other than Lease Periods (as defined below), LEASING COMPANY/CARRIER may either use the Leased Taxicab itself or lease the Leased Taxicab to other lessees.
3. **OWNERSHIP, MAINTENANCE, AND REPAIR.** LEASING COMPANY/CARRIER is the owner of the Leased Taxicab, which is in a good mechanical condition and meets the requirements for operating taxicabs in the location where the taxicab will be operated. All vehicle maintenance, including regularly scheduled service, shall be LEASING COMPANY/CARRIER’S responsibility.

**LEASING COMPANY/CARRIER:** \_\_\_\_\_

**LESSEE/DRIVER:** \_\_\_\_\_

**UNIT/CAB#:** \_\_\_\_\_

4. INSURANCE. Insurance will be provided by LEASING COMPANY/CARRIER in an amount sufficient to meet regulatory requirements pursuant to NAC 706.191.
5. LEASE PERIOD. Each period LESSEE/DRIVER uses the Leased Taxicab shall be deemed a separate Lease Period (“Lease Period”). Each Lease Period will be determined by LESSEE/DRIVER and LEASING COMPANY/CARRIER and will be indicated on Exhibit A. LESSEE/DRIVER shall not, however, operate the taxicab for more than 12 hours in any 24- hour period. This Lease shall serve as a master lease agreement, which will govern each and every Lease Period.
6. ASSIGNMENT AND SUBLEASING. LESSEE/DRIVER shall not transfer, assign, sublease or otherwise enter into an agreement to lease the taxicab to another person, nor shall LESSEE’S rights be subject to encumbrance or subject to the claims of his or her creditors.
7. OPERATING AUTHORITY. LEASING COMPANY/CARRIER is a certificated carrier and services provided by LESSEE/DRIVER are regulated by appropriate regulatory authorities. LESSEE/DRIVER’S use of the Leased Taxicab shall be in a manner authorized by LEASING COMPANY/CARRIERS’S certificate to operate AND the LEASING COMPANY/CARRIER’S Tariff.
8. RENTAL FEE. In consideration of the use of the Leased Taxicab, LESSEE/DRIVER agrees to pay a Rental Fee to LEASING COMPANY/CARRIER in the amount set forth on Exhibit A attached hereto and incorporated herein by reference.
9. SECURITY DEPOSIT. In addition to the rental payment, LESSEE/DRIVER will pay to LEASING COMPANY/CARRIER, at or before commencement of the initial Lease Period, a security deposit in the amount of \$ \_\_\_\_\_. LEASING COMPANY/CARRIER shall have the right, prior to or upon termination of this Lease, to deduct from said security deposit any amount due to LEASING COMPANY/CARRIER necessary repairs to the vehicles. Said security deposit must be maintained by the LEASING COMPANY/CARRIER in an account separate from the carrier’s operating account. Said security deposit, less proper deductions, shall be returned to LESSEE/DRIVER not later than ten (10) days after the termination of this Lease. Pursuant to NAC 706.3752, any deductions must be itemized and in writing, and supported by receipts that evidences the repairs to the taxicab in an amount equal to amount deducted, and provided to the LESSEE/DRIVER upon return of the remaining security deposit.
10. RELATIONSHIP. Neither party is the partner, joint venturer, agent or representative of the other party. LEASING COMPANY/CARRIER and LESSEE/DRIVER acknowledge and agree that between them exists the relationship of mutual contractual benefit.
11. TRIP SHEETS. At the end of each daily shift LESSEE/DRIVER must provide the LEASING COMPANY/CARRIER with the completed trip sheets for that shift.
12. DAILY VEHICLE INSPECTION. In order to keep the Leased Taxicab in good mechanical condition, LESSEE/DRIVER shall inspect the Leased Taxicab at the beginning and end of

**LEASING COMPANY/CARRIER:** \_\_\_\_\_

2 of 7

**LESSEE/DRIVER:** \_\_\_\_\_

**UNIT/CAB#:** \_\_\_\_\_

each shift and document on a daily inspection sheet to be submitted daily and report any condition requiring repair or maintenance to LEASING COMPANY/CARRIER.

13. NO PERSONAL USE. The Leased Taxicab is for commercial use only and may not be utilized for the personal use of the LESSEE/DRIVER.

14. REPLACEMENT VEHICLE. In the event that any repair or maintenance takes more than eight (8) hours in any week, LEASING COMPANY/CARRIER shall attempt to provide a replacement Leased Taxicab, if available. If a replacement Leased Taxicab is not available, then LESSEE/DRIVER shall be entitled to a pro-rata refund of the Rental Fee, if applicable. Repairs and maintenance on Leased Taxicabs must be performed at LEASING COMPANY/CARRIER'S facilities, unless prior written authorization is obtained from Leasing Company to have the repairs and maintenance done elsewhere. LESSEE/DRIVER shall be responsible for the cost if unauthorized repair and/or maintenance, and for all damages caused thereby.

15. REGULATORY AUTHORITIES. This Lease does not relieve LEASING COMPANY/CARRIER from its duties and responsibilities under NRS Chapter 706 or NAC Chapter 706. LESSEE/DRIVER and LEASING COMPANY/CARRIER are subject to the jurisdiction of the Nevada Transportation Authority of Nevada and shall comply with all federal rules, regulations, ordinances, administrative codes, health and safety provisions and statutes in the operation of the Leased Taxicab. In the event of a violation of such laws, rules, regulations, ordinances, administrative codes, health and safety provisions and statutes, the Nevada Transportation Authority of Nevada may take enforcement action against LESSEE/DRIVER and LEASING COMPANY/CARRIER. Both the LESSEE/DRIVER and LEASING COMPANY/CARRIER are subject to all laws and regulations relating to the operation of a taxicab which have been established by the Nevada Transportation Authority (as set forth in Nevada Revised Statutes and Nevada Administrative Code Chapters 706) and other regulatory agencies and that a violation of those laws and regulations will breach the agreement.

16. MEDICAL AND DRIVING HISTORY. To ensure compliance with the provisions of NAC 706.3751, before this LEASE AGREEMENT can be deemed approved, the LESSEE/DRIVER must provide to the LEASING COMPANY/CARRIER:

- a. A certificate from a licensed physician which is dated not more than 90 days before the date on which the LESSEE/DRIVER begins to lease a taxicab from the certificate holder pursuant to NRS 706.473, which demonstrates that the employee or independent contractor is physically qualified to operate a commercial motor vehicle in accordance with 49 C.F.R. § 391.43; and
- b. A copy of the driving record of the LESSEE/DRIVER obtained from the Department which demonstrates that the LESSEE/DRIVER has not, within past the 3 years:
  - i. Been convicted of driving under the influence of an intoxicating liquor or a controlled substance;

**LEASING COMPANY/CARRIER:** \_\_\_\_\_

**LESSEE/DRIVER:** \_\_\_\_\_

**UNIT/CAB#:** \_\_\_\_\_

- ii. Been convicted of reckless driving;
- iii. Been convicted of failing to stop and remain at the scene of an accident; or
- iv. Failed to keep a written promise to appear in court for any offense.

17. MAINTENANCE OF RECORDS. The LEASING COMPANY/CARRIER must maintain driver qualification files (for the LESSEE/DRIVER), trip sheets (for the LESSEE/DRIVER), and vehicle maintenance files (for the Leased Taxicab) as required pursuant to the NRS and NAC Chapters 706.

18. WARRANTY. LESSEE/DRIVER warrants that he or she possesses, and at all times during the term of this Lease, and any renewals or extensions hereof, shall possess, the proper driver's license to lawfully operate a taxicab as required by the appropriate regulatory authorities. LESSEE/DRIVER agrees to comply with all local, state, and federal laws and ordinances of Regulatory Authorities relating to the operation of motor vehicles and taxicabs. LESSEE/DRIVER warrants that **only** he or she shall drive the Leased taxicab during the Leased Period.

19. REPORT OF ACCIDENTS/CRIMES. LESSEE/DRIVER must give LEASING COMPANY/CARRIER, through LEASING COMPANY/CARRIER'S authorized agents and/or employees, immediate radio notice of violent crime (in which the LESSEE/DRIVER is the victim) or any accident, loss or claim in which LESSEE/DRIVER is involved, or as soon thereafter as is reasonably possible.

20. HOURS OF OPERATION. The LESSEE/DRIVER shall not operate the taxicab for more than 12 hours in any 24-hour period.

21. RETURN OF TAXICAB. The LESSEE/DRIVER must return the taxicab to the LEASING COMPANY/CARRIER at the end of each shift to allow the LEASING COMPANY/CARRIER to comply with the requirements of NAC 706.380.

22. TERMINATION. LEASING COMPANY/CARRIER shall have the right, but not the obligation, to immediately terminate this Lease at any time in the event that LESSEE/DRIVER:

- a. Fails to pay the Rental Fee or any fines, penalties, towing, booting, or impounded fees or charges;
- b. Fails to maintain a proper drivers license;
- c. Fails to timely report any accident;
- d. Encumbers, assigns, subleases, or otherwise enters into an agreement to lease the Leased Taxicab to another person;
- e. Fails to return the Leased taxicab in good condition with a full tank of gas;
- f. Violates any rule or regulation of the Nevada Transportation Authority;
- g. Violates any rule or regulation of the Airport Authority of Washoe County;
- h. Drives the Leased Taxicab under the influence of drugs and/or alcohol;
- i. Fails to submit to a breath or urine test upon objective facts, that LESSEE/DRIVER is under the influence of drugs and/or alcohol;
- j. Fails to sign the ACKNOWLEDGEMENT at the beginning of each Lease Period;

**LEASING COMPANY/CARRIER:** \_\_\_\_\_

**LESSEE/DRIVER:** \_\_\_\_\_

**UNIT/CAB#:** \_\_\_\_\_

- k. Is convicted of any felony or misdemeanor for driving under the influence of drugs and/or alcohol;
- l. Gives one (1) day's notice of intention not to enter into an additional Lease Period; or
- m. Allows an unauthorized person to drive the Leased Taxicab during the Lease Period.

Notwithstanding any of the above causes for termination, LEASING COMPANY/CARRIER shall have the right to terminate, at will, the Lease upon giving one (1) day's written notice to LESSEE/DRIVER of LEASING COMPANY/CARRIER'S intention to terminate, the Lease. Termination hereunder shall be effective one (1) day after giving written notice.

A failure by LEASING COMPANY/CARRIER to terminate this Lease shall not constitute a waiver of LEASING COMPANY/CARRIER'S right to terminate this Lease for any subsequent violations on the same or other grounds by LESSEE/DRIVER.

- 23. NEVADA TRANSPORTATION AUTHORITY APPROVAL. A LEASING COMPANY/CARRIER'S lease agreement is not deemed effective until approved by the Nevada Transportation Authority. This Lease shall be deemed to be modified by the Authority, as necessary, to conform to said statutes and regulations and changes thereto.
- 24. RETENTION OF LEASE AGREEMENT. The LEASING COMPANY/CARRIER must retain copies of each lease agreement for a minimum of three years.
- 25. ATTORNEY'S FEES. In the event of any dispute between the LESSEE/DRIVER and LEASING COMPANY/CARRIER relating to this Lease, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees and other reasonable costs incurred by the prevailing Party in connection therewith and in pursuing and collecting remedies, relief and damages.
- 26. GOVERNING LAW. This agreement shall be interpreted in accordance with and through application of the laws of the State of Nevada.
- 27. RELEASE AND INDEMNITY OF ALL CLAIMS. The LEASING COMPANY/CARRIER and the LESSEE/DRIVER does for itself, its heirs, executors, administrators, successors and assigns, hereby release, remise, and forever discharge the State of Nevada, the Nevada Transportation Authority, the Nevada Attorney General, and each of their members, agents, and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, which LEASING COMPANY/CARRIER and the LESSEE/DRIVER ever had, now has, may have, or claim to have against any or all of said entities or individuals arising out of or by reason of the processing or investigation of or other action relating to this agreement.

Furthermore, LEASING COMPANY/CARRIER and the LESSEE/DRIVER hereby agrees

**LEASING COMPANY/CARRIER:** \_\_\_\_\_  
**LESSEE/DRIVER:** \_\_\_\_\_  
**UNIT/CAB#:** \_\_\_\_\_

to indemnify, hold harmless and defend, not excluding the State's right to participate, the State of Nevada, the Nevada Transportation Authority, the Nevada Attorney General, and each of their members, agents, and employees in their individual and representative capacities from any and all claims, suits, and actions, brought by anyone associated with this application, or by any third party, against the agencies or persons named in this paragraph, arising out of the submission, investigation and deliberation concerning this agreement, and against any and all liabilities, expenses, damages, charges and costs, including court costs and attorneys' fees, which may be sustained by the persons and agencies named in this paragraph as a result of said claims, suits and actions.

28. COMPLETE AGREEMENT. This Lease constitutes the entire lease, agreement, and understanding between the parties as to the subject matter hereto, and merges all prior discussions between them. None of the parties shall be bound by any conditions, definitions, warranties, understandings or representations other than expressly provided herein.

Executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

LEASING COMPANY/CARRIER: \_\_\_\_\_

By (for LEASING COMPANY/CARRIER): \_\_\_\_\_

LESSEE/DRIVER: \_\_\_\_\_

**LEASING COMPANY/CARRIER:** \_\_\_\_\_  
**LESSEE/DRIVER:** \_\_\_\_\_  
**UNIT/CAB#:** \_\_\_\_\_

EXHIBIT "A" TO THE EXECUTED TAXICAB LEASE AGREEMENT

RENTAL FEE AND LATE FEES

**RENTAL FEES**

12-HOUR PERIOD  
\$ per hour

ONE WEEK PERIOD  
\$ per hour/week

ONE-MONTH PERIOD  
\$ per hour/month

**MILEAGE LIMITS**

12-HOUR PERIOD

ONE WEEK PERIOD

ONE-MONTH PERIOD

**LATE FEES**

An additional fee of \$\_\_\_\_\_ will be charged for all miles traveled in excess of such limits.

Seven (7) day weekly rental charge for 24 hours during a designated calendar week for seven days.

Date	Unit/Cab	Lease Amt.	Lessee
	#	\$	

LEASING COMPANY: \_\_\_\_\_

By (for LESSOR): \_\_\_\_\_

Lessor's Signature \_\_\_\_\_

**LEASING COMPANY/CARRIER:** \_\_\_\_\_

**LESSEE/DRIVER:** \_\_\_\_\_

**UNIT/CAB#:** \_\_\_\_\_