

# 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 05.16.2020

## VEHICLE LEASE AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Macedonian Call Foundation of Mississippi, 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. **Extension may require exchange for another vehicle.**

#### 3. Vehicle Return

Lessee shall pay a one-time, up front fee of \$50.00 to cover the cost for vehicle cleaning and refueling and need not return the vehicle clean and full of gas.

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

Lessee will 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. 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.

#### **5. Driver of Vehicles**

Lessor shall use all reasonable diligence to deliver the vehicles leased under this lease to the Lessee upon the execution of this lease 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 also have current valid driver's licenses, and are age 21 or older.

#### **6. Payment of Rentals**

The rent for each vehicle will be TWO HUNDRED TWENTY FIVE Dollars (\$225.00) per month. Lessee shall also pay a one-time, up front fee of \$50.00 to cover the cost for vehicle cleaning and refueling and 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 day of each month specified during the term of this lease. Interest at ten percent (10%) may be charged by Lessor on the rental payments not paid when due. All rentals shall be paid by Lessee 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 \$7.50 per day charge. Additionally, missionaries traveling toll roads are responsible for paying all 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.

#### **7. Use of Vehicles**

Lessee must have a valid U. S. driver's license and be age 21 or over. 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 states: Texas, Oklahoma, Missouri, Kentucky, Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Tennessee, Louisiana, Arkansas and Mississippi. If a Lessee

needs to take a trip outside this 14 state driving area, the Lessee should plan to make alternate arrangements for transportation.

**If a vehicle has a mechanical problem, the Lessee has the responsibility of notifying Jackie Stuart of Macedonian Call Foundation at 601-906-5798, BEFORE ANY REPAIRS ARE MADE, and of getting the car to a repair shop for inspection. Macedonian Call Foundation of MS will pay the vehicle tow charge (if necessary) and the MCFMS approved vehicle repair cost. The Lessee will need to secure temporary transportation (rental car or a borrowed car) at their cost until the repairs can be made. If the Lessee needs to temporarily lease a vehicle during the repair period, MCFMS will waive their daily lease amount of \$7.50 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 would need to communicate the vehicle mechanical problem to MCFMS and provide the name, phone number of the repair facility, and a contact person before BEFORE REPAIRS ARE APPROVED.**

#### **8. 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 not limited to, gasoline, oil, oil filter, fluids, basic maintenance, and simple repairs which are necessary for the proper use and operation of each vehicle. In the event a substantial mechanical breakdown is encountered which is not the fault of Lessee, Lessee shall promptly notify Lessor of such problem and Lessor shall make arrangements for the necessary repairs. Under no circumstances shall Lessor be held liable for any repairs not first approved by Lessor. Lessee agrees that the fluids shall at all times be kept at proper levels, and that they shall be completely changed and the vehicle lubricated at intervals recommended in accordance with the specifications set forth in Exhibit "A" which is attached hereto and fully incorporated by reference.

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

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

#### **10. 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. The rent on any vehicle shall not be prorated or abated while the vehicle is being serviced or repaired.

#### **11. 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.

#### **12. Surrender of 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 at any Metro Jackson, MS., or other designated city and location mutually agreed on by the parties to this agreement.

#### **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. Additional Terms**

In addition to all terms set forth herein, Lessee agrees to abide by the requirements set forth in Exhibit "A" which is attached hereto and fully incorporated by reference. In the

event of any conflict between the terms of this lease and the attached Exhibit, the terms contained in the lease shall govern.

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

**Lessor:**

**Macedonian Call Foundation of Mississippi**

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

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

**Lessee:**

**AUTHORIZED DRIVERS**

_____ (signature)	<b>1. Missionary</b>
_____ (print)	
_____ (signature)	<b>2. Spouse</b>
_____ (print)	
_____ (signature)	<b>3. Other</b>
_____ (print)	
_____ (signature)	<b>4. Other</b>
_____ (print)	

# MACEDONIAN CALL FOUNDATION OF MISSISSIPPI

## EXHIBIT "A"

### I. HISTORY AND PURPOSE

In 1998 IMB missionary parents, Tom and Jane Hearon had a God-given idea to begin a transportation ministry to Southern Baptist Convention (SBC) and International Mission Board (IMB) missionary families from Mississippi who were serving around the world. When missionaries came home to the USA for short-term assignments they usually had no personal transportation.

The vision and 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.

MCFMS serves SBC and IMB missionary families who are from either Mississippi, Louisiana, Arkansas, Alabama, and Tennessee (Nashville and west) and will be residing in these states while in the U. S.. MCFMS vehicles may be driven by approved missionaries in the 14 following states: Texas, Oklahoma, Missouri, Kentucky, Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Tennessee, Louisiana, Arkansas and Mississippi. If a Lessee needs to take a trip outside this 14 state driving area, the Lessee should plan to make alternate arrangements for transportation. Missionaries are free to drive MCFMS vehicles anywhere within those designated geographical areas but may not drive outside of those areas.

### II. POLICIES FOR REQUEST & USE OF MCFMS VEHICLES

MCFMS is a Christian organization supported by donations and operated by unpaid volunteers. We realize it is very difficult for a missionary to buy a vehicle for a short-term rather than the full-term furloughing IMB missionaries. MCFMS provides reliable lease vehicles for Southern Baptist missionaries who are on stateside assignment and residing in Mississippi, Louisiana, Arkansas, Tennessee, or Alabama. They may also drive MCFMS vehicles in Texas, Oklahoma, Missouri, Kentucky, Virginia, North Carolina, South Carolina, Georgia, and Florida. However, Southern Baptist missionaries who are on stateside assignment in Mississippi or whose home state is Mississippi and are on stateside assignment in an adjoining state shall have priority use of vehicles.

#### A. Retiring Missionaries

Missionaries returning to the United States of America for permanent residence may be provided a lease vehicle for a period no longer than three (3) months.

#### B. Licensing and Inspections

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 and registration to the missionary who has the vehicle leased.

#### C. Provision of the Vehicle in Good Working Condition

MCFMS does considerable repair and maintenance on vehicles to maintain them in good working condition. Missionaries who are driving MCFMS vehicles under lease are asked to

maintain vehicles in good working condition through routine maintenance and return them in like condition with recent oil changes, clean filters, and lubricated.

#### **D. Routine Maintenance and Repairs**

An ounce of prevention can save you many pounds of cure. Routine maintenance on lease vehicles through frequently checking fluid levels in the engine, coolant, transmission, etc. can avoid costly repairs and extend the life of a vehicle. Oil and oil filters should be changed every 3,000 miles in all lease vehicles, and engine fluids topped off also. Keep a close watch on the coolant levels in air conditioners. If the air conditioner does not blow cold air, have it checked for leaks. **Do not run the air conditioner if it stops cooling. It is low on coolant and running it when low on coolant will ruin the air conditioner compressor, and there will be a sizable expense for you to have it repaired.**

If a lease vehicle needs repairs beyond routine maintenance, please contact MCFMS for approval before you take any action to have repairs done. The Operations Team will make arrangements for repairs or replace the vehicle. All repairs done without approval by MCFMS may be the responsibility of the Lessee.

#### **E. Insurance**

Our MCFMS insurance program is structured as follows:

1. **Responsible Party**  
MCFMS carries automobile insurance consisting of liability, bodily injury and medical, property damage, and uninsured motorist that protect Lessee's and their families. Lessees who are listed in the lease contract are covered by insurance and allowed to drive MCFMS vehicles.
2. All drivers on the lease contract must have a current and valid driver's license and be 21 or older.
3. 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.

#### **G. Request for Use of MCFMS Vehicles**

All MCFMS vehicle requests must be made through our website at [www.mcfms.org](http://www.mcfms.org) by submitting a completed "*Vehicle Request Form*." This is a secure procedure. Be sure to provide ALL information requested. 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.

#### **H. Delivery and Return of Vehicles**

All vehicles are to be picked up and returned to Metro Jackson, Mississippi or another designated city according to arrangements made before the date of delivery. Missionaries should email their travel itineraries to Bob Haller at: [mcfmscars@gmail.com](mailto:mcfmscars@gmail.com) and call Bob Haller at 601-826-0999 after entering the USA.

#### **I. Vehicle Use Limitations**

MCFMS vehicles will most likely be higher mileage vehicles that have been donated to the ministry. Because of this, MCFMS vehicle use is limited to driving in the following 14 states: Texas, Oklahoma, Missouri, Kentucky, Virginia, North Carolina, South Carolina, Georgia,



Florida, Alabama, Tennessee, Louisiana, Arkansas and Mississippi. If a Lessee needs to take a trip outside this 14 state driving area, the Lessee should plan to make alternate arrangements for transportation.

**J. Communicating with MCFMS**

The MCFMS contact information is as follows:

Mail: P.O. Box 156, Ridgeland, MS 39158-0156  
Email: [mcfmscars@gmail.com](mailto: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**

MCFMS Ministry Operation, Vehicle Acquisition, Maintenance & Repairs  
Cell Phone: 601-906-5798

**Bob Haller, Vice President MCFMS Board**

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

**Glen Castle, Treasurer MCFMS Board**

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

Thank you for your consideration in these matters. We want to serve you because we love and appreciate each one of you and what you are doing for God's Kingdom work.

Jackie Stuart, President  
Macedonian Call Foundation of Mississippi (MCFMS)