Vehicle Lease Attachment – Instructions
(District is Lessee)

The Vehicle Lease Attachment ("Attachment") must accompany each vehicle lease that is signed by the Member/Member-elect and paid from the Members' Representational Allowance.

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

For new Members, the term for a vehicle lease for the 120th Congress may not commence prior to January 3, 2027.

Payments in excess of $1,000 per month cannot be charged against the Members' Representational Allowance ("MRA"). This limit does not apply to mobile offices.

- **The Member/Member-elect must personally sign lease documents.**
- **This Attachment SHALL NOT have any provisions deleted or changed.**
- **Prior to either party signing a lease, the Member/Member-elect must submit the proposed lease, accompanied by a copy of the Attachment, to the Office of Administrative Counsel ("Administrative Counsel") via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.**
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).
- If the lease is in the name of the Congressional District, a completed "Statement of Authority" (a letter from the Committee on House Administration) must be provided to the car dealer/leasing company and Administrative Counsel.
- If the lease extends beyond the length of the congressional term (which ends January 2, 2029), the Member must also submit the "Member Statement Acknowledging Personal Responsibility for Vehicle Lease," which can be found on www.house.gov under "Vehicle Lease Forms", or by contacting Administrative Counsel.
- Any fees, charges or penalties for termination, cancellation, traffic violations, depreciation loss based on premature return and the like are not reimbursable from the Member's MRA.

Note: If the Lessee is the Member, use the "Vehicle Lease Attachment-Member is Lessee" form.

Form must be downloaded and completed using Adobe Reader

Save Form Print Form Clear Form

U.S. House of Representatives
Washington, D.C. 20515

Vehicle Lease Attachment (District is Lessee)

This version is to be used if the vehicle is leased to the District – not to the Member.

1. **Incorporated Vehicle Lease Attachment.** Lessor (Car Dealer/Leasing Company) and Lessee the _____Congressional District of_____, U.S. House of Representatives agree that this Vehicle Lease Attachment ("Attachment") is incorporated into and made part of the Vehicle Lease ("Lease") to which it is attached.

2. **Authorization.** For purposes of this Attachment, the Lease, and all documents associated with the Lease, the Member elected to represent the Congressional District designated as the Lessee ("Member") is authorized to sign on behalf of Lessee.

3. **Performance.** Lessor expressly acknowledges that neither the U. S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease — which payments are made solely on behalf of the Member in support of his/her official and representational duties as a Member of the House — shall create no legal obligation or liability on the part of the CAO or the House whatsoever. The Member shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to the Member for such performance.

4. **Modifications.** Any amendment to the Lease must be in writing. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to execution.

5. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with applicable federal law, with the Rules of the House and the Regulations of the Committee on House Administration, and has approved the Lease by signing on page 4 of this Attachment.

6. **Payments.** The Lease is a fixed term lease with monthly installment payments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

7. **Void Provisions and Additional Charges.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure — other than an adjustment for excess mileage, vehicle wear and tear, registration fees, applicable personal property taxes or applicable use taxes — during the term of the Lease shall have no force or effect. Likewise, any provision in the Lease allowing for any disposition fee, expiration fee, installment sale, lease-to-purchase, lease with option to purchase, or similar arrangement shall have no force or effect, and Lessee or the Member shall acquire no equity or other interest in the vehicle title under the Lease. Any fees, charges or penalties for

termination, cancellation, traffic violations, depreciation loss based on premature return, and the like, shall be the direct responsibility of the Member and shall not be paid by the CAO on behalf of the Lessee.

8. **Option if Lease Exceeds Member's Constitutional Term.** In the event the term of the Lease exceeds the constitutional term of the Congress to which the Member was elected (or reelected) and, during such Lease term, the Member is not reelected (either because (s)he resigns, retires, is defeated, does not seek reelection, or for any other reason other than death), Lessor agrees that the Member may, at his or her sole option, either: (a) assume all obligations of the Lease as a substitute for the Lessee, provided the Member is otherwise qualified and pays any applicable fees; or (b) terminate the Lease without charge or penalty by giving thirty (30) days' prior written notice to Lessor. The commencement date of such thirty (30) day termination notice shall be the date such notice is delivered or, if mailed, the date on which such notice is postmarked. In the event the Member does not exercise either option specified in this Section 8, the Lease shall terminate, without charge or penalty to the Lessee, on the last day of the calendar month which follows the month in which the Member leaves office.

9. **Death, Resignation or Removal.** In the event the Member dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, terminate the Lease without charge or penalty by giving thirty (30) days' prior written notice to Lessor. The commencement date of such thirty (30) day termination notice shall be the date such notice is delivered or, if mailed, the date on which such notice is postmarked.

10. **Early Termination.** If either Lessor or Lessee terminates the Lease pursuant to the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.

11. **Statutory Changes.** If, after the initial lease date contained in the fully executed and approved Lease, the Congress enacts a statute or the House adopts a regulation restricting the availability of Members' Representational Allowance reimbursement to a dollar level below the recurring monthly lease payment for this vehicle, then Lessee may elect in writing (after review by Administrative Counsel), within thirty (30) days of such statute or regulation becoming effective, to terminate this Lease without incurring any early termination liability set forth in the Lease; provided, however, that Lessee must remit to Lessor any past due and unpaid payments, fees, and charges due under the Lease and Lessee shall remain liable for any: (a) excess wear and use charges (based on a pro rata basis for mileage); (b) fees, charges, or penalties for traffic violations, and (c) allowable taxes incurred during the period of Lessee's possession of the vehicle. Upon Lessee's election to terminate the Lease pursuant to this Section 11, Lessee shall deliver the vehicle to Lessor pursuant to Lessor's instructions.

12. **Notification upon Occurrence of Certain Events.** Lessor agrees to promptly notify Lessee in writing in the event Lessor sells, transfers, or otherwise disposes of its business; in the event Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily); in the event the Lessor's business is foreclosed upon; or in the event of any similar occurrence. Lessee shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.

13. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease.

14. **Electronic Funds Transfer.** Lessor agrees to accept monthly lease payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

15. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

16. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease (or with any subsequent or additional amendments thereto), the provisions of this Attachment shall control, and those inconsistent provisions of the Lease (or any subsequent or additional amendments thereto) shall have no force and effect to the extent of such inconsistency.

17. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

18. **Fair Market Value.** The Lease is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship.

19. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

20. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[*Signature page follows*.]

U.S. House of Representatives
Washington, D.C. 20515

Vehicle Lease Attachment (District is Lessee)

IN WITNESS WHEREOF, the parties have duly executed this Vehicle Lease Attachment (District is Lessee) as of the later date written below by the Lessor or the Lessee.

_____	U.S.H.R._____District of _____
Print Name (Lessor / Dealer)	(Lessee)
_____	By: _____
Lessor Signature	Print Name (Member/Member-elect's Name)
	By:_____
	Member/Member-elect's Signature
_____	_____
Date	Date

From the Member's Office, who should be contacted with questions?

Name:_____ Phone: (___) _____ E-mail: _____ @mail.house.gov

This Attachment and the attached Lease have been reviewed and are approved, pursuant to the Regulations of the Committee on House Administration:

Signed _____ Date _____
(Administrative Counsel)

Congress of the United States

House of Representatives

COMMITTEE ON HOUSE ADMINISTRATION
1309 Longworth House Office Building
Washington, D.C. 20515-6157
(202) 225-2061
www.house.gov/cha

Statement of Authority

Dear Sir or Madam:

The Committee on House Administration of the U.S. House of Representatives (the "House") has authorized each Member of the House to enter into a long-term vehicle lease in the name of the congressional district that the Member represents. The lessee in this lease shall be listed as the____

Congressional District of_____, U.S. House of Representatives. Such a leased vehicle is to be used, consistent with applicable law, House Rules and the Regulations of the Committee on House Administration, to support the conduct of the Member's official and representational duties on behalf of the congressional district he/she represents in the U.S. Congress. The House's "Vehicle Lease Attachment–District is Lessee" form must be attached to and made part of the lease.

Upon approval of the lease by the Office of Administrative Counsel to the Chief Administrative Officer of the House, payment of the monthly installments due to the lessor under the terms of the lease will be made from the Members' Representational Allowance by the Chief Administrative Officer of the House. Payment will be made in arrears on or before the end of the calendar month.

The Committee on House Administration recognizes the need to purchase liability and other required insurance for a leased vehicle and reiterates that each Member is authorized to use his/her Members' Representational Allowance to purchase such insurance.

The term of the lease may not exceed the constitutional term of the Congress to which the Member has been elected unless the Member acknowledges in writing his/her personal responsibility to fulfill any outstanding obligation in the event the Member ceases to serve in Congress. If, in this circumstance, the Member does not financially qualify for the transfer of the lease to the Member personally, the Member must terminate the lease at his/her personal expense.

If you have any questions, please contact the Office of Administrative Counsel at 202-225-6969.

Member/Member-Elect Statement

Acknowledging Personal Responsibility for Vehicle Lease

Dear Committee Chair:

Because this vehicle lease ("Lease") exceeds the constitutional term of the Congress for which I am elected, I agree to assume all liability for any payments and debts that may arise if I am no longer a Member of Congress. These costs include, but are not limited to, monthly payments, termination fees, and/or transfer fees.

Additionally, I agree to indemnify the U.S. House of Representatives (the "House") for any charges assessed against the House or its officers under the Lease.

Description of vehicle (Make/Model): _____

Lease end date: _____

_____
Print Name (Lessee/Member/Member-elect of Congress)

_____
Lessee Signature

_____
(Date)

This page is to be signed only by the Member/Member-elect and is to be submitted to Administrative Counsel along with the Vehicle Lease Attachment.