

# **Vehicle Lease Attachment – Instructions**

## **(Member is Lessee)**

The Vehicle Lease Attachment (“Attachment”) is a four-page document that must accompany each vehicle lease that the Member/Member-Elect signs and wants to be paid from the MRA.

**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 117th Congress may not commence prior to January 3, 2021.**

**Payments in excess of \$1,000 per month cannot be charged against a Member’s Representational Allowance (“MRA”). This limit does not apply to mobile offices.**

**For payments to be made from a MRA, a leased vehicle must be selected from the list of vehicles designated by the Environmental Protection Agency as “low greenhouse gas emitting vehicles.” To find out which vehicles qualify, visit <https://www.epa.gov/regulations-emissions-vehicles-and-engines/federal-fleets-using-low-greenhouse-gas-emitting-vehicles> and review the links under “What vehicles are considered low GHG-emitting.”**

- Nothing needs to be filled out on Pages 1, 2 or 3.
- All that is required on Page 4 is the signature of both the car dealer/leasing company and the Member/Member-Elect. The box in the middle of Page 4 requests contact information for the person in the Member’s office whom we should call if there are any problems or questions (the scheduler, district director, etc.).
- **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 Administrative Counsel for review and approval.** If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357).
- **Member/Member-Elect (“Lessee”) must personally sign the Lease and the Attachment.**
- Once signed by both parties, the lease and the Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-226-0357. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the lease is approved.
- If the lease extends beyond the length of the congressional term (i.e. past January 2, 2023), then the Member must also submit the “Member Statement Acknowledging Personal Responsibility for Vehicle Lease,” which can be found on [www.house.gov](http://www.house.gov) under “Vehicle Lease Forms”, or by contacting the 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 District, use the “Vehicle Lease Attachment-District is Lessee” form.

## **Vehicle Lease Attachment (Member is Lessee)**

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

- 1. Incorporated Vehicle Lease Attachment.** Lessor (Car Dealer/Leasing Company) and Lessee (Member/Member-Elect of the 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. 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. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
- 3. 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.
- 4. 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 including but not limited to P.L. 110-140, 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.
- 5. 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 of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
- 6. 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 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 Lessee and shall not be paid by the CAO on behalf of the Lessee.

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- 7. 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, 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 7, 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.
- 8. 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.
- 9. 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, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel, Office of the Chief Administrative Officer, U.S. House of Representatives, 217 Ford House Office Building, Washington, D.C. 20515.
- 10. 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 Member's 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 10, Lessee shall deliver the vehicle to Lessor pursuant to Lessor's instructions.
- 11. 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, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515.
- 12. 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.

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13. **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. Lessee understands and acknowledges that for payments under this Attachment to be reimbursed from the Member's Representational Allowance the leased vehicle must meet the EPA criteria for Low Greenhouse Gas Emitting Vehicles, contained in P.L. 110-140.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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 (Member is Lessee)**

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

_____	_____
Print Name (Lessor)	Print Name (Lessee)
_____	_____
Lessor Signature	Lessee Signature
_____	_____
Date	Date

From the Member's Office, who should be contacted with questions? Name _____ Phone (_____) _____ E-mail _____@mail.house.gov
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**This Attachment and the attached Lease have been reviewed and are approved, pursuant to the Regulations of the Committee on House Administration:**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20  
. (Administrative Counsel)

**Save**

**Print**

<i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-226-0357</i>
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# **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: \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Print Name (Lessee/Member/Member-Elect of Congress)

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_, 20\_\_\_\_\_(Date)

**Save**

**Print**

*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.*