



**LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter "Lease," "Agreement" or "Lease Agreement"), dated \_\_\_\_\_ by and between

**GPS Monitoring Solutions Inc.** (hereinafter referred to as "Lessor"), and \_\_\_\_\_ hereinafter referred to as

"Lessee"), and \_\_\_\_\_ **Agency has an interest in electronically monitoring individuals who are either required to be or have agreed to be tracked by electronic monitoring equipment.**

- Lessee is an individual who is required to be or has consented to be tracked by electronic monitoring equipment.
- Lessor desires to lease to Lessee certain equipment as described in the "EQUIPMENT DESCRIPTION" Table below (hereinafter "Equipment"). Lessee desires to lease the aforementioned Equipment from Lessor.
- Lessee and Lessor have agreed to the terms of this Lease Agreement.
- In consideration of the covenants and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**I. PRIMARY TERMS**

**EQUIPMENT DESCRIPTION** (the "Equipment")  
(CHECK ALL THAT APPLY)

- Tracking Device x 1 device(s) **FOR BAIL**  
Charged at a daily rate of \$10 Per Day
- Tracking Device x 1 device(s)  
Charged at a daily rate of \$13 Per Day
- Alcohol Monitoring x 1 device(s)  
Charged at a daily rate of \$15 Per Day
- Handheld Breathalyzer plus GPS device x 1 device(s)  
Charged at a daily rate of \$20 Per Day

**Notes:**  
**Monthly payments of \$\_\_\_\_\_ are payable on the \_\_\_\_\_ of each month**

|                             |  |
|-----------------------------|--|
| <b>Case Number:</b>         |  |
| <b>Attorney:</b>            |  |
| <b>Attorney Phone:</b>      |  |
| <b>Court:</b>               |  |
| <b>BK Number:</b>           |  |
| <b>Terms of monitoring:</b> |  |

**LESSEE'S RECURRING PAYMENT**  
(CHECK AND FILL OUT ALL THAT APPLY)

Monthly Payments at \$\_\_\_\_\_ per day to equal days per month for minimum of 30 days and until the Equipment is returned to Lessor.

**LESSEE'S PAYMENT AT SIGNING OF THIS AGREEMENT**

|                  |  |
|------------------|--|
| Monitoring Fees: |  |
| Insurance:       |  |
| Activation Fee   |  |
| <b>TOTAL \$</b>  |  |

Installation / Activation double for Bakersfield/San Diego/installs over 75 miles one way.

**\*Payment terms on page 3 - \*\* Lease Agreement Addendum**

**Note: Being equipped with an electronic monitoring device is a condition of your bond/release. Failure to comply may result in your re-arrest.**

**II. LESSEE PROVISIONS**

**1. TERM:** Lessee agrees to lease from Lessor and Lessor agrees to lease to Lessee the Equipment described in the Primary Terms above, which Lessee agrees shall be used consistent with this Lease, Lessee's agreement with Agency for the use thereof, and any rules, laws, regulations, or statutes set forth by Agency or binding upon Lessee in his/her relationship with Agency. The term of this Lease Agreement is either weekly, biweekly, or monthly as set forth in the Primary Terms above (hereafter the "Lease Term"), and is a recurring term as long as the Equipment remains in the possession of Lessee.

**III. GENERAL PROVISIONS APPLICABLE TO BOTH LESSEE AND AGENCY**

**4. DEFAULT INDEPENDENT OF CRIMINAL PROCESS:** The parties hereto acknowledge that the tracking and monitoring which is contemplated hereunder by the Agency may be undertaken in conjunction with criminal process against Lessee, or that Lessee has voluntarily undertaken to use the Equipment in order to satisfy a criminal conviction or plea agreement, or to avoid incarceration by Agency. Agency and Lessee agree, however, that Lessee's default under this Lease shall be deemed independent of any criminal matter or procedure required under Agency rules or the laws and regulations of the jurisdiction(s) within which it acts; in other words, with the exception of any notice requirements set forth herein, no due process, whether criminal, civil, or otherwise, shall be required before Lessor may assert its rights hereunder related to (a) payment, (b) redelivery or repossession of the Equipment from Lessee or Agency, or (c) enforcement of any other Lease provisions. Lessor agrees that in effecting redelivery or repossession of the Equipment from Lessee, it shall coordinate with Agency and/or with other law enforcement whenever possible, but it shall have no duty to do so where in its own discretion it deems such coordination unnecessary or impractical.

|                               |                           |                        |                     |  |
|-------------------------------|---------------------------|------------------------|---------------------|--|
| <b>Lessor:</b>                | <b>Agency/Indemnitor:</b> |                        | <b>Lessee:</b>      |  |
| GPS Monitoring Solutions Inc. | <b>Name:</b>              |                        | <b>Name:</b>        |  |
| P.O.BOX 17964                 | <b>Address:</b>           |                        | <b>Address:</b>     |  |
| Anaheim Hills, CA 92817       | <b>City/State/Zip:</b>    |                        | <b>City/St/Zip:</b> |  |
| Telephone:                    | <b>Phone:</b>             |                        | <b>Phone:</b>       |  |
|                               |                           |                        |                     |  |
| <b>X</b> _____                | <b>X</b> _____            | <b>X</b> _____         |                     |  |
| By: _____                     | By: _____                 | By: _____              |                     |  |
| Title: _____                  | Title: _____              | Lessee/Guardian: _____ |                     |  |

The Defendant \_\_\_\_\_, Understands the condition(s) of his/her release requires wearing a monitoring device with the Bail Bond Agency. The Defendant/Indemnitor is responsible for all fees incurred by GPS Monitoring Solutions Inc. All fees must be paid in full within 30 days of the initial date of installation. Failure of the Defendant/Indemnitor to pay the monitoring service fees in full and on the required date(s), is a breach of the terms and conditions of the bail bond release. Failure to pay the required monitoring fees can lead to your bond being revoked by the Bail Bond Agency, and the Defendant being rearrested and returned to custody.

Defendant: \_\_\_\_\_ Indemnitor: \_\_\_\_\_

**AUTHORIZATION TO CHARGE CREDIT CARD / CASHIERS CHECK PAYMENTS**

The Cardholder named below hereby authorizes Lessor, without limitation, to charge the credit card listed for all charges, rents, and fees associated with the foregoing Lease. **Cardholder and or Lessee agrees and acknowledges that all charges and fees shall be non-refundable, are prorated the 1<sup>st</sup> month, and are not prorated thereafter, and waives his/her right to protest the charges made hereunder through his/her Credit Card Company. Recurring charges will be billed on the 25<sup>th</sup> day of each succeeding month unless Lessee / Agency notify GPS Monitoring Solutions Inc. in writing by the 25<sup>th</sup> of each preceding month. In the event the Lessee / Agency pays by Cashier's check the payments must also be received by the 25<sup>th</sup> of the month for each succeeding month.**  
**(PLEASE PRINT ALL INFORMATION CLEARLY AND LEGIBLY BELOW.)**

**Card Type (check one):**  Visa /  MC /  Disc /  AmEx **Card Number:** \_\_\_\_\_

**Exp. Date (MM/YY):** \_\_\_\_/\_\_\_\_ **Security Code (usually located on back of card):** \_\_\_\_\_

**Cardholder Name and Address (where bill is received):**  
 Check if Cardholder's billing name and address same as Lessee's above.

|                     |  |
|---------------------|--|
| <b>Name:</b>        |  |
| <b>Address:</b>     |  |
| <b>City/St/Zip:</b> |  |

We are committed to maintaining your privacy as the Cardholder. In the space below, please indicate a four- (4) digit number of your choosing. This number shall be printed in the description on your bill for each transaction related to this Agreement. Please write down and keep in a safe place. The number you choose below is for your own future reference.

Your transaction ID number: \_\_\_\_ \_

**I understand that a credit card processing fee of 3% will be charged by the credit card processing company**

**Cardholder Sign:** \_\_\_\_\_ **Lessee's Ackn. (if not the Cardholder):** \_\_\_\_\_

**\*\* Lease Agreement Addendum**

GPS Monitoring Solutions Inc. requires payment in advance for each month and all billing is on a the anniversary date from the installation with a pro-ration for the 1<sup>st</sup> month, no pro-rations for succeeding months, and a pro-ration credit for final month. Payments will be automatically charged on the 30<sup>th</sup> day of each anniversary date from the date of the initial activation date. Cashier check payments must be made by the 25<sup>th</sup> of the month for the preceding month.

GPS Monitoring Solutions Inc. (“Lessor”) requires that Agency and/or Lessee call GPS Monitoring Solutions Inc. (“Lessor”) to activate and deactivate all devices.

The terms and conditions set forth in the Lease agreement are in full force and effect for all devices ordered, leased, or in the possession of Lessee that have been provided by the Lessor.

Lessee agrees and understands that this lease agreement will cover any and all TrackerPAL devices ordered (leased) from Lessor regardless of the quantities, date of order (lease), length of lease terms, or funds due Lessor by Lessee.

Further, Lessee by ordering any device from Lessor gives their expressed and or implied permission to Lessor to immediately charge to the Lessee’s account all funds due per the terms of this lease for all devices in the possession of the Lessee and Damaged/Lost/Stolen Device and Accessories replacement cost fees as set forth herein.

---

**Schedule of Fees:**

**YOU WILL BE CHARGED THESE FEES for services and violations. All violations will be reported to your supervision officer.**

**Fees for services and Violations of GPS Monitoring conditions by the client or offender:**

- \_\_\_\_\_ Installation / De-Installation: **\$150.00**
- \_\_\_\_\_ **After hour installs are from 10pm – 7am - for after hour installs, an additional \$100 will be charged**
- \_\_\_\_\_ **Per request – if staff of GPSMS Inc. is requested to wait at a detention center/jail/station/bail agency/etc. after**
- \_\_\_\_\_ **The first hour, a fee of \$25 per hour will be charged.**
- \_\_\_\_\_ Any non-compliance requiring action by GPS Monitoring Solutions staff: **\$100.00**
- \_\_\_\_\_ Any non-compliance requiring a physical response by GPS Monitoring Solutions Staff: **\$100.00 plus mileage**
- \_\_\_\_\_ If location of the client or defendant is required if attempting to flee jurisdiction or GPS Tracking: **\$35.00 per hour plus mileage**
- \_\_\_\_\_ Disabling, damaging, or removing of the strap which requires a physical response by GPS Monitoring Solutions Staff: **\$100.00 plus mileage**
- \_\_\_\_\_ Recovery of any equipment requiring a physical response: **\$250.00 plus mileage**
- \_\_\_\_\_ Court appearance requests are charged at \$250 per appearance
- \_\_\_\_\_ Court appearance caused as a result of any non-compliance: **\$75.00 per hour plus mileage**
- \_\_\_\_\_ Report Documentation other than normal daily reports resulting from any non-compliance issue: **\$50.00 per report**




By signing this lease agreement the lessee agrees to pay the above listed Fees, services, and any violation fees immediately upon notification by Lessor. Any failure to do so constitutes breach of contract and will be reported to you supervision officer.


**OFFENDER INSTRUCTIONS**

**You are required to charge the battery for 2 solid hours per day, uninterrupted, to maintain 24-30hrs operation.**

**Do NOT charge while sleeping.**

Failing to charge the device is considered a violation.

|  |   |
|--|---|
| <p>1 Connect the provided breakaway cable to the device AC adapter.</p>                            |   |
| <p>2 Connect the free end of the breakaway cable to the power jack on the front of the device.</p> |   |
| <p>3 Plug the AC adapter into the wall power outlet</p>  |  |

|  |  |
|--|--|
| <p><b>Device Status LED</b></p> <p>The LED on the top of the device indicates the current device status.</p> |    |
| <p>Solid Green</p> <p>Rapid Flashing Green</p> <p>Periodically Flashing Green</p> <p>Flashing Red</p>        | <p>Device is plugged in and fully charged</p> <p>Device is plugged in and charging</p> <p>Device is operating normally</p> <p>Device has low battery</p> |

**WATERPROOF**  
 This device is waterproof. However, you should shower rather than bathe while wearing the ankle monitor. DO NOT swim or hut tub.

I received a copy of the charging instructions. \_\_\_\_\_