



**CITY OF CAMBRIDGE**  
**INTEROFFICE CORRESPONDENCE**

**To:** James L. Sullivan

**Date ;** October 19, 1979

**From:** M. Calnan, License Commission

**Reference**

**Subject:** Leasing of Taxicabs

Attached is a sample contract which would provide for leasing Taxicabs. This form would be used by Ambassador Cab of Cambridge and Cambridge Taxi if leasing were permitted in Cambridge.

You requested this by memo dated 9/13/79.

*Mary E. Calnan*

cc: City Council

RECEIVED

OCT 19 4 36 PM '79

OFFICE OF THE  
CITY MANAGER



AMBASSADOR CAB OF CAMBRIDGE  
180 Bent Street  
Cambridge, Mass. 02141

MASTER  
LEASE NO. \_\_\_\_\_

MASTER LEASE AGREEMENT

LESSEE: \_\_\_\_\_  
Name \_\_\_\_\_ Mass. Drivers Licence \_\_\_\_\_  
Street \_\_\_\_\_ Cambridge Hackney Licence \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Social Security Number \_\_\_\_\_

In consideration of mutual promises and covenants, Ambassador Cab of Cambridge and/or their nominee hereinafter referred to as Lessor, hereby leases to Lessee and Lessee hereby hires from Lessor a taxicab on the following terms and conditions:

1. Rent: Lessee shall pay a per week rental for the taxicab, payable in advance, as set forth in the weekly renewal agreement. A week shall entitle Lessee to use of the taxicab, with the exact time periods of such use subject to the availability of taxicabs and as specifically set forth from week to week in the weekly renewal agreement.
11. Maintenance and Repairs: The Lessor shall pay all maintenance expenses including but not limited to oil and tires; and Lessor shall pay for all repairs unless caused by the negligence of intentional misconduct of Lessee. The Lessee shall safely keep and carefully use said taxicab, and shall keep it clean inside and outside.
111. Operation of Taxicab: The Lessee shall operate said vehicle as a taxicab and for the taxicab business, and shall at all times, during the rental period assume full responsibility for the operation of said vehicle, and Lessor is in no way whatsoever to assume any responsibility for the operation of said vehicle during said term. The Lessee shall protect and indemnify and save harmless the Lessor from any claims for the property damage and personal injuries over and above the policy limits of said insurance now in force, it being intended that the amount of such claims in excess of the insurance coverage shall be paid by the Lessee, and he shall and does hereby agree to indemnify and hold harmless the Lessor against any claims or liabilities which may arise out of the operation of said vehicle during said terms not covered by insurance. The Lessee agrees that he will (a) cooperate fully with the Lessor and any insurance company which has insured said

vehicle in the investigation and defense or prosecution of any and all claims or suits arising from the operation of maintenance of said vehicle; (b) make reports to the Lessor within 12 hours of occurrence of any and all accidents or collisions which occur while said vehicle is in his custody, possession, or control; (c) deliver promptly to the Lessor or its said insurance company any and all writs, summonses, processes, notices, letters and documents served upon, delivered to, or received by the Lessee in connection with him and/or Lessor arising out of the operation of said vehicle furnished hereunder. Failure to abide by any terms of this paragraph shall constitute a breach of this contract and the Lessee shall then be responsible for any loss suffered by the Lessor as a result of this breach.

- IV. Relationship of Lessor/Lessee: Lessor and Lessee acknowledge and agree that their relationship is not that of employer and employee.

The Lessee shall operate said vehicle as a taxicab in the taxicab business independent of the will and control of the Lessor in such manner, and in using such means and methods as he may deem best, and to all intents and purposes as if he were operating an independently operated taxicab for his own benefit. The Lessee shall be an entirely independent contractor, and in no way be an agent or employee of the Lessor. The Lessee shall be entitled to keep all money earned by him from his operation of the said vehicle as a taxicab.

Lessor does not exercise nor has a right to exercise control over Lessee's business activities. The Lessee shall use the said vehicle for legitimate purposes only, shall make no other use thereof which shall be unlawful, improper, or contrary to any law of the Commonwealth of Massachusetts, of the United States of America, or any ordinance or by-law for the time being in force, of the City of Cambridge, comply with all rules, regulations, and conditions of the aforesaid as well as those rules, regulations and conditions set forth by the City of Cambridge Board of Licence Commissioners and the City of Cambridge Police Department pertaining to hackney carriages.

The Lessee will promptly pay parking tickets and summons and hold the Lessor harmless from any of the aforementioned.

- V. Insurance: The Lessor shall, during the term of this agreement, furnish at its expense, mandatory motor vehicle insurance in the minimum amount of coverage allowed by law. Said insurance shall be construed to mean only compulsory motor vehicle insurance required by law.

Lessee may, if he desires, obtain any insurance which he may deem desirable in regard to his business activities.

- VI. Miscellaneous: Lessee agrees that he will not sublease the taxicab nor allow another to use the taxicab without written consent of the Lessor. Lessee shall return the taxicab in the same condition as when received, to Lessor's place of business after the week is completed; and in the event that Lessee fails for any reason except mechanical breakdown, to return said taxicab on schedule, Lessee shall pay Lessor an additional rent equal to the rent due for another week. Rental rates are subject to change. This agreement may be terminated by either party at will. Lessee is responsible for all damages resulting from failure to return taxicab to Lessor. This lease agreement shall be supplemented by weekly renewal agreements

which shall be executed by the Lessee prior to the commencement of each week.

All rates subject to change.

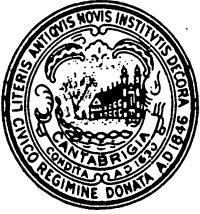
\_\_\_\_\_  
Lessee

AMBASSADOR CAB OF CAMBRIDGE

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

Date Signed: \_\_\_\_\_

Lease Agreement Number \_\_\_\_\_



## CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139  
Tel. 498-9011

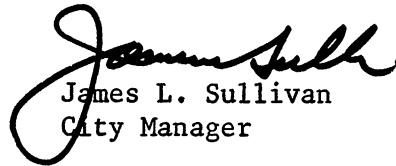
EXECUTIVE DEPARTMENT  
JAMES L. SULLIVAN  
City Manager

October 29, 1979

To the Honorable, the City Council:

With reference to Awaiting Report Item No. 14, City  
Council order dated September 10, 1979, I transmit  
herewith a sample contract for the leasing of cabs.

Very truly yours,



James L. Sullivan  
City Manager

JLS/b

5-573

Response to Awaiting Report No. 14 re:  
sample contract for the leasing of cabs.

In City Council,  
October 29, 1979

10/29/79

Placed on File