



Lessee: City of Ann Arbor

Effective Date: February 15, 2020

End Date: February 14, 2022

GOLF CARS PLUS EQUIPMENT LEASE AGREEMENT

This Lease is entered into between CCB's, LLC (dba Golf Cars Plus) ("Lessor") and the party appearing on the signature page ("Lessee") as of the date appearing next to Lessor's signature ("Effective Date").

1. Equipment. During the term of this Lease, and while no Lessee default under this Lease exists, Lessor will provide the following items of equipment ("Equipment") to lessee:

- (a) (97) - 2019 Yamaha Drive2 QuieTech EFI Glacier colored gas powered fleet golf cars. The individual golf cars will come equipped with the following accessories: i. Windshields (hinged-type) ii. Car numbers on sides of car iii. Course Logo iv. Hubcaps v. Sand bottles (two per car; one on each side) vi. Sweater baskets vii. Information holders viii. Sun top (b) (1) - 2017 Yamaha Fairway Lounge gas powered beverage car. (c) (2) - 2016 Yamaha Adventurer One gas powered utility cars.

2. Term. This Lease's term begins February 15, 2020 and ends February 14, 2022. Lessee will have the option to lease Equipment for an additional twelve (12) month period two times (2022 season and 2023 season) at Lessee's sole discretion. Lessee agrees to notify Lessor in writing sixty (60) days prior to lease termination of their intention to continue the lease for the additional period or to terminate the lease after the initial twenty-four (24) month term.

3. Rent and Payment. Lessee will pay on a 6 month on, and 6 month off schedule. Payments will be due in the months of May, June, July, August, September, and October for the duration of the lease. Lessee will be invoiced 30 days prior to the due date. Lessee will be invoiced the following amounts for the Equipment during the duration of the lease:

- (a) (97) - 2017 Yamaha Drive2 QuieTech EFI gas powered fleet golf cars: i. \$114.00 per golf car per month (b) (1) - 2017 Yamaha Fairway Lounge gas powered beverage car: i. \$174.00 per beverage car per month (c) (2) - 2016 Yamaha Adventurer One gas powered utility cars.

i. \$126.00 per utility car per month

(d) Total annual amount billed to Lessee will not exceed \$68,904. Monthly rates include service and maintenance for leased cars.

4. Taxes. Lessee will be relieved of all tax obligations related to Equipment during the term of the lease.

5. Insurance. Lessee will maintain extended coverage and theft insurance covering the golf cars, but such coverage will not extend to negligent operation of golf cars by Lessee or individual users leasing from Lessee. Lessee shall maintain public liability in the amounts of not less than \$1,000,000/\$1,000,000 bodily injury and \$1,000,000 property damage. Lessee agrees to provide Lessor a certificate of insurance naming the Lessor as an additional assured with a 10 day written notice of cancellation

6. Maintenance. Lessor will provide service and labor required to keep Equipment in good repair without additional cost or obligation to Lessee. Please refer to attached "Schedule A" Lessor's Service Contract.

7. Damage. Lessee will pay for all parts and labor required to repair any and all damages caused by accident, negligence, or improper use of said golf cars on the part of the Lessee or Lessee's agents, licensees, sub-lessors, or by individual operators renting from Lessee. Lessor agrees to hold harmless Lessee for damage caused to Lessee's golf course(s) or Lessee's employees or individual operators renting from Lessee as a result of defective or faulty Equipment provided by Lessor.

8. Return of vehicles. Lessee will not alter or modify vehicles, except with Lessor's prior written approval. Upon termination of this Lease, Lessee will return Equipment to the Lessor at Lessor's cost in substantially the same condition as delivered by the Lessee, reasonable wear and tear excepted.

9. Reporting. Lessee will provide timely written reports (no less than 48 hours from discovery in any event) to Lessor of accidents, vandalism, loss, or material damage involving Equipment and cooperate with any insurance carrier facing potential claims regarding losses as a result of the accident. Lessees will use commercially reasonable best efforts to avoid vandalism, property damage, fire, theft, and injuries related to Equipment.

10. Equipment Use. Lessee will at no time permit more than one person to operate and 1 person to ride a vehicle and, further, each vehicle shall be used only to transport customers or employees on the lessee premises. Use of vehicles by Lessee's personnel for other activities, parades, or on public road is strictly prohibited without prior written approval of Lessor.

11. Remedies. Lessor may, in its sole discretion and



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without requirement of bond, withdraw Equipment from Lessee's possession for nonpayment, insolvency, or bankruptcy. Lessor may enter Lessee's premises to take possession of Equipment upon either Lessee's default or termination of this Lease. Repossession of Equipment or termination of this Lease will not relieve Lessee from liability under this Lease. Repossession of Equipment is not an exclusive remedy and does not preclude Lessor from pursuing all available remedies under law.

12. **Termination.** If Lessee defaults or fails to perform any of the conditions of this Lease, Lessor may terminate this Agreement, by giving written notice to Lessee, specifying Lessee's failures to perform or defaults. If Lessee does not cure the default or failure to perform within 30 days of the date of written notice, Lessor may, in its sole discretion, terminate this Lease. All moneys from Lessee due and owing and all Lessee obligations remaining unperformed at the time of such termination remain due and owing despite such termination.

13. **Title.** During the Lease term, title to the Equipment remains with Lessor. Lessee will keep Equipment free from all liens, claims, or encumbrances from third parties. Lessor may make informational filings with government bodies to document Lessor's ownership interest.

14. **Notices.** Notices required by this Lease will be sent to the address below. Notices are deemed given the earlier of the date received or the day following mailing by US mail first class to the addresses provided in this Lease.

15. **Indemnity.** Lessor shall possess sole right to employ an attorney of Lessor's selection to appear and defend any legal claim against Lessor.

16. **Venue/Choice of Law.** This contract shall be governed according to the laws of the State of Michigan. Refer to the City of Ann Arbor, Michigan ITB 4602 General Terms and Conditions for Lessee's choice of jurisdiction and venue.

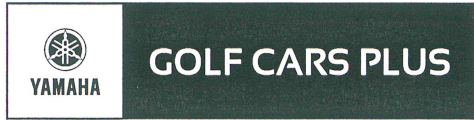
17. **Warranty.** Any service work performed by Lessor or Lessor representatives under this Lease will be to a reasonable workmanlike performance standard. Lessor provides Equipment in its NEW condition, without any warranty except as expressly provided in a written warranty expressly labeled as such and certificated by the warranting party. Lessor does not join in any third party warranty provided to Lessee. LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. Lessee is deemed to accept Equipment in its new condition unless Lessee within 2 business days after delivery provides (a) written details of unacceptable Equipment's condition and (b) returns non-conforming Equipment to Lessor's control.

18. **Limitation.** Except as provided in Section 7 above, Lessor's liability for damages to Lessee or any party claiming by or through Lessee is limited to the amount of lease payments

actually made by Lessee within the prior 12 months of the Lease term. Lessor is not liable for consequential, exemplary, or special damages.

19. **Misc.** Failure to insist upon any performance in any instance or series of instances will not constitute a waiver, which must be done in writing. This Lease, Schedule A which is attached hereto and City of Ann Arbor, Michigan ITB 4602 General Terms and Conditions, which are incorporated here by reference, comprise the entire agreement regarding the Equipment, and any alterations or additions must be in writing and accepted by the party against which the alteration or addition is enforced.

20. **Sub-lease Agreement.** Lessee agrees complete and provide an executed copy of the Yamaha Motor Finance Corporation, U.S.A. Sub-lease Agreement in conjunction with the execution of this lease contract.



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LESSOR SIGNATURE BLOCK:

CCB's, LLC (dba Golf Cars Plus)
a Michigan limited liability company

By: James Scholle
James Scholle – Owner Golf Cars Plus

DATE: 12/16/19

LESSEE SIGNATURE BLOCK:

City of Ann Arbor, Michigan

By: _____

Name: Christopher Taylor

Title: Mayor

Date: _____

By: _____

Name: Stephen K. Postma

Title: City Attorney

Date: _____

By: _____

Name: Derrick Delacourt

Title: Community Services Manager

Date: _____

By: _____

Name: Howard Lazarus

Title: City Administrator

Date: _____