PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

MEMORANDUM

TO: General Government Awards Committee

FROM: Gregory Pease, Chief of Procurement

DATE: **10/25/2016**

SUBJECT: **PROTEST – Bid No.: XF-0552-16**
Title: Golf Cart Lease for Bent Creek Golf Course

The attached bid protest filed by **Club Car, LLC.**, is presented for action by the General Government Awards Committee, on Thursday, **10/27/2016** at 1:00pm.

The General Government Awards Committee action is as follows:

UPHELD:	**DENIED:**
Dir. Adm. & Finance or Designee	Dir. Adm. & Finance or Designee
General Counsel or Designee	General Counsel or Designee
Director of Public Works or Designee	Director of Public Works or Designee

ACTION OF AWARDING AUTHORITY

Date ____ _____

_____ _____

Approved **Disapproved**

Signature of Authentication _____

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

October 25, 2016

VIA EMAIL:
Danny Eckles, Territory Manager
Club Car LLC
1917 Spoonbill St.
Jacksonville, FL 32244

Re: XF-0552-16 GOLF CART LEASE FOR BENT CREEK GOLF COURSE

Dear Mr. Eckles:

I am receipt of your protest letter filed on behalf of Club Car LLC received via email on October 5, 2016, for the above referenced bid.

We request that you and/or a representative of your firm appear before the General Government Awards Committee (GGAC) on Thursday, October 27, 2016 at 1:00 p.m. on the 8th floor of the Ed Ball Building, 214 N. Hogan Street, Conference Room 851 to present arguments limited to and in support of the issues in your letter.

Furthermore, by copy of this letter, I will formally request that all other firms having standing in this matter have a representative appear before the GGAC on the above-mentioned date and time, if they desire to be heard in this matter.

If you have any questions, comments, or concerns, please do not hesitate to call.

Sincerely,

Gregory Pease, Chief
Procurement Division

cc: Dan Pearson, Assistant Manager of Purchasing Services
Chelsey Renfroe, Purchasing Analyst
Clair Stine, Parks Financial Manager
Nihal Kekec, Procurement Division
Bid File

Pearson, Daniel

From: Renfroe, Chelsey
Sent: Tuesday, October 25, 2016 2:49 PM
To: Pearson, Daniel
Subject: FW: Bent Creek Golf Course bid protest
Attachments: City of Jacksonville Bent Creek gas ranger 2017.docx; City of Jacksonville Bent Creek Golf Club electric fleet 2017.docx; City of Jacksonville Bent Creek Protest 10-5-2016.docx

FYI

From: Eckles, Daniel [mailto:Danny_Eckles@clubcar.com]
Sent: Wednesday, October 05, 2016 2:02 PM
To: Renfroe, Chelsey
Subject: Bent Creek Golf Course bid protest

Attached letter to appeal the bid rejection for **BID NO.: XF-0552-16.....City of Jacksonville Bent Creek Golf Course**
Because we are not asking to re-bid and make any changes to the bid pricing, we feel we did give the best low bid which will save the city and taxpayers over $17,000 for this golf cart fleet bid. All reasons for the rejection of our bid are attached on nth letter and the payment schedule is attached as well. No changes to the bid pricing....

Danny Eckles
Territory Manager-Club Car
Ingersoll Rand
Home of the Connected Golf Car
904-838-4703
904-221-8669 FX
www.visagegolf.com
www.controlandwin.com
Club Car®

The information contained in this message is privileged and intended only for the recipients named. If the reader is not a representative of the intended recipient, any review, dissemination or copying of this message or the information it contains is prohibited. If you have received this message in error, please immediately notify the sender, and delete the original message and attachments.

City of Jacksonville Bent Creek gas ranger 2017

Compound Period: Monthly

Nominal Annual Rate: 4.000 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/01/2016	4,007.27	1		
2	Payment	12/01/2016	63.10	36	Monthly	11/01/2019
3	Payment	12/01/2019	2,100.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	12/01/2016				4,007.27
1	12/01/2016	63.10	0.00	63.10	3,944.17
2016 Totals		63.10	0.00	63.10	
2	01/01/2017	63.10	13.15	49.95	3,894.22
3	02/01/2017	63.10	12.98	50.12	3,844.10
4	03/01/2017	63.10	12.81	50.29	3,793.81
5	04/01/2017	63.10	12.65	50.45	3,743.36
6	05/01/2017	63.10	12.48	50.62	3,692.74
7	06/01/2017	63.10	12.31	50.79	3,641.95
8	07/01/2017	63.10	12.14	50.96	3,590.99
9	08/01/2017	63.10	11.97	51.13	3,539.86

10	09/01/2017	63.10	11.80	51.30	3,488.56
11	10/01/2017	63.10	11.63	51.47	3,437.09
12	11/01/2017	63.10	11.46	51.64	3,385.45
13	12/01/2017	63.10	11.28	51.82	3,333.63
2017 Totals		757.20	146.66	610.54	
14	01/01/2018	63.10	11.11	51.99	3,281.64
15	02/01/2018	63.10	10.94	52.16	3,229.48
16	03/01/2018	63.10	10.76	52.34	3,177.14
17	04/01/2018	63.10	10.59	52.51	3,124.63
18	05/01/2018	63.10	10.42	52.68	3,071.95
19	06/01/2018	63.10	10.24	52.86	3,019.09
20	07/01/2018	63.10	10.06	53.04	2,966.05
21	08/01/2018	63.10	9.89	53.21	2,912.84
22	09/01/2018	63.10	9.71	53.39	2,859.45
23	10/01/2018	63.10	9.53	53.57	2,805.88
24	11/01/2018	63.10	9.35	53.75	2,752.13
25	12/01/2018	63.10	9.17	53.93	2,698.20
2018 Totals		757.20	121.77	635.43	
26	01/01/2019	63.10	8.99	54.11	2,644.09
27	02/01/2019	63.10	8.81	54.29	2,589.80
28	03/01/2019	63.10	8.63	54.47	2,535.33
29	04/01/2019	63.10	8.45	54.65	2,480.68
30	05/01/2019	63.10	8.27	54.83	2,425.85
31	06/01/2019	63.10	8.09	55.01	2,370.84
32	07/01/2019	63.10	7.90	55.20	2,315.64
33	08/01/2019	63.10	7.72	55.38	2,260.26
34	09/01/2019	63.10	7.53	55.57	2,204.69
35	10/01/2019	63.10	7.35	55.75	2,148.94

36	11/01/2019	63.10	7.16	55.94	2,093.00
37	12/01/2019	2,100.00	7.00	2,093.00	0.00
2019 Totals		2,794.10	95.90	2,698.20	
Grand Totals		4,371.60	364.33	4,007.27	

Last interest amount increased by 0.02 due to rounding.

City of Jacksonville Bent Creek Golf Club electric fleet 2017

Compound Period: Monthly

Nominal Annual Rate: 4.000 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	12/01/2016	3,879.11	1		
2	Payment	12/01/2016	69.77	36	Monthly	11/01/2019
3	Payment	12/01/2019	1,700.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	12/01/2016				3,879.11
1	12/01/2016	69.77	0.00	69.77	3,809.34
2016 Totals		69.77	0.00	69.77	
2	01/01/2017	69.77	12.70	57.07	3,752.27
3	02/01/2017	69.77	12.51	57.26	3,695.01
4	03/01/2017	69.77	12.32	57.45	3,637.56
5	04/01/2017	69.77	12.13	57.64	3,579.92
6	05/01/2017	69.77	11.93	57.84	3,522.08
7	06/01/2017	69.77	11.74	58.03	3,464.05
8	07/01/2017	69.77	11.55	58.22	3,405.83
9	08/01/2017	69.77	11.35	58.42	3,347.41

10	09/01/2017	69.77	11.16	58.61	3,288.80
11	10/01/2017	69.77	10.96	58.81	3,229.99
12	11/01/2017	69.77	10.77	59.00	3,170.99
13	12/01/2017	69.77	10.57	59.20	3,111.79
2017 Totals		837.24	139.69	697.55	
14	01/01/2018	69.77	10.37	59.40	3,052.39
15	02/01/2018	69.77	10.17	59.60	2,992.79
16	03/01/2018	69.77	9.98	59.79	2,933.00
17	04/01/2018	69.77	9.78	59.99	2,873.01
18	05/01/2018	69.77	9.58	60.19	2,812.82
19	06/01/2018	69.77	9.38	60.39	2,752.43
20	07/01/2018	69.77	9.17	60.60	2,691.83
21	08/01/2018	69.77	8.97	60.80	2,631.03
22	09/01/2018	69.77	8.77	61.00	2,570.03
23	10/01/2018	69.77	8.57	61.20	2,508.83
24	11/01/2018	69.77	8.36	61.41	2,447.42
25	12/01/2018	69.77	8.16	61.61	2,385.81
2018 Totals		837.24	111.26	725.98	
26	01/01/2019	69.77	7.95	61.82	2,323.99
27	02/01/2019	69.77	7.75	62.02	2,261.97
28	03/01/2019	69.77	7.54	62.23	2,199.74
29	04/01/2019	69.77	7.33	62.44	2,137.30
30	05/01/2019	69.77	7.12	62.65	2,074.65
31	06/01/2019	69.77	6.92	62.85	2,011.80
32	07/01/2019	69.77	6.71	63.06	1,948.74
33	08/01/2019	69.77	6.50	63.27	1,885.47
34	09/01/2019	69.77	6.28	63.49	1,821.98
35	10/01/2019	69.77	6.07	63.70	1,758.28

36	11/01/2019	69.77	5.86	63.91	1,694.37
37	12/01/2019	1,700.00	5.63	1,694.37	0.00
2019 Totals		2,467.47	81.66	2,385.81	
Grand Totals		4,211.72	332.61	3,879.11	

Last interest amount decreased by 0.02 due to rounding.

Club Car LLC.
1917 Spoonbill St.
Jacksonville, Fl 32224

904-838-4703
904-221-8669 – Fax

City of Jacksonville
Purchasing Department
Chelsey Renfroe
RE: Bent Creek Golf Course
BID NO.: XF-0552-16

Club Car LLC would like to appeal (Protest) its rejection of bid for the Bent Creek Golf Course based on the following reasons:

1. **No payment schedule attached.**
   We can easily send the payment schedule as the price per Unit per Month listed on the bid is the lowest per golf car per month pricing by over $454.48 per month for the 76 golf cars. This translates into over $16,361.28 over the 36 month term in savings for the city. The two ranger golf cars has a $910.80 savings for the city over the 36 month term. Total savings for the city is over $17,272.00 over the 36 month term for the 78 vehicles requested. (Payment schedule included with this appeal)

2. **Term and Special Considerations:**
   Club Car attached some common terms and considerations that we always attach for municipal bids. Club Car LLC will wave these terms and honor the terms as requested by the city for this bid request. There again, using the Club Car LLC bid pricing, the city will be saving over $17,272.00 over the term of the bid for the new golf car fleet.

Club Car LLC is excited about doing business with the city as we provided Club Car golf cars to Bent Creek Golf Club for many years in the past. We would welcome the chance to provide them with the best golf car on the market today, all for the lowest best bid price.

We hope you will reconsider this request as we are not asking to make any changes to our bid pricing. The bid pricing was the best of the three bids received.

Danny Eckles
Territory manager
Club Car LLC

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

October 4, 2016

4125 Washington Rd.
Evans, GA 30809

NOTIFICATION OF FORMAL BID REJECTION

BIDDERS' NAME: Club Car, LLC.

CONTACT NAME: Michael Packer

BID NUMBER: XF-0552-16

NAME OF BID: Golf Cart Lease for Bent Creek Golf Course

DATE OPENED: September 21, 2016

REASON FOR REJECTION:

Vendor is being rejected due to exceptions made to the bid Terms and Conditions along with the Insurance and Indemnification. Vendor also did not provide a 36-Month Payment Schedule as required in the Terms and Conditions.

IF YOU WISH TO PROTEST THE RECOMMENDED REJECTION OF THIS BID, PLEASE RESPOND IN ACCORDANCE WITH THE CITY OF JACKSONVILLE BID PROTEST PROCEDURES. DIRECT ALL PROTEST TO THE RESPECTIVE ANALYST/BUYER, FACSIMILE NUMBER (904) 255-8837.

ANALYST'S SIGNATURE: _____
CHELSEY RENFROE

Renfroe, Chelsey

From: Renfroe, Chelsey
Sent: Tuesday, October 04, 2016 8:24 AM
To: 'anna.mcmillin@irco.com'
Subject: XF-0552-16 Golf Cart Lease for Bent Creek Golf Course - Notification
Attachments: Club Car Notification.pdf

Please see the attached notification of rejection for subject bid.

Chelsey Renfroe
Purchasing Analyst
Procurement Division
City of Jacksonville
crenfroe@coj.net
Direct 904.255.8826

Jacksonville
Where Florida Begins.

BID # XF-0552-16

BID FORM

City of Jacksonville
Procurement Division

DATE:

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION	
COMPANY NAME AND ADDRESS: Club CAR FID/SSN #	**SUBMIT BID IN DUPLICATE** Bid to be submitted before 2:00 P.M. in Suite #105, 214 N. Hogan St This bid will open on 09/21/2016 at 2:00 P.M. Ed Ball Building, Suite #110, 214 N. Hogan St, Jacksonville, FL Responses to bid must be in ink or typewritten. **PURCHASING ANALYST:** Chelsey Renfroe **EMAIL:** CRENFROE@COJ.NET
BID SECURITY REQUIREMENTS: None Required	**TERM OF CONTRACT:** One-Time Purchase – 36 Month Municipal Lease.
SAMPLE REQUIREMENTS: None Required	**PERFORMANCE BOND:** None Required
QUANTITIES: Quantities are exact.	**FOR TECHNICAL INQUIRIES, CONTACT:** Chelsey Renfroe – crenfroe@coj.net Monday, September 12, 2016 @ 4:00 p.m., is the Deadline for submitting any question(s) in writing to the Purchasing Analyst, Chelsey Renfroe – crenfroe@coj.net.

AGENCY: Parks, Recreation and Community Services Department

GOLF CART LEASE FOR BENT CREEK GOLF COURSE

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

Terms of Payment: Net or 0 % discount 0 days
(discounts offered for payment periods of less than 30 days will not be considered in recommendation of award)

Bidders Certification	MATERIAL IS F.O.B. Delivery will be made in no less than ____ business days from receipt of Purchase Order.
We have received addenda ____ through ____	Handwritten Signature of Authorized Officer of Firm — Date: 9/20/16 Michael Packer VP Sales — Print Individual's Name & Title 906.868.3888 — Phone Number 877.396.0684 — Fax Number anna.mcmillin@irco.com — Email Address

CITY OF JACKSONVILLE
PROCUREMENT DIVISION
Ed Ball Building, 8th Floor
214 N. Hogan Street
Jacksonville, Florida 32202

ADDENDUM NO	ONE (1)
BID NUMBER	XF-0552-16
TITLE OF BID	GOLF CART LEASE FOR BENT CREEK GOLF COURSE
OPENING TIME AND DATE	SEPTEMBER 21, 2016 @ 2:00 P.M.

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT.

PURPOSE OF THIS ADDENDUM IS TO RESPOND TO QUESTIONS RECEIVED VIA EMAIL:

1. **QUESTION:**
My question is regarding property taxes on the fleet. The bid says the payment should include all state and local taxes as did the last bid. The city has been paying the property taxes on the old lease so my question is should property taxes be included with in the per car per month payment?

ANSWER:
No it is an annual payment.

*****PLEASE SIGN THIS ADDENDUM AND SUBMIT WITH BID******

NOTE: **FAILURE TO SUBMIT SIGNED ADDENDUM(s) WITH BID MAY POSSIBLY RESULT IN REJECTION OF BID.**

DATE September 14, 2016 BUYER Chelsey Renfroe CR

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

TERRITORY MANAGER
Title

CLUB CAR LLC
Company

9/27/16
Date

SUBMIT ONE (1) *ORIGINAL* AND ONE (1) COPY

Jacksonville
Where Florida Begins.

GOLF CART LEASE FOR BENT CREEK GOLF COURSE

FOR

PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT

BID NO.: XF-0552-16

OPEN DATE: WEDNESDAY, SEPTEMBER 21, 2016

TIME: 2:00 P.M.

PLACE: 1ST FLOOR, ED BALL BUILDING, 214 N. HOGAN ST.,
ROOM #110, JACKSONVILLE, FL 32202

CITY OF JACKSONVILLE
PROCUREMENT DIVISION

PRE-BID CONFERENCE:
DATE: N/A.
TIME: N/A.
PLACE: N/A.

LENNY CURRY
MAYOR

GREGORY PEASE
CHIEF PROCUREMENT
DIVISION

CONTENTS

GOLF CART LEASE FOR BENT CREEK GOLF COURSE

Equal Business Opportunity Program .....

Bid Form .....

General Conditions .....

Supplemental Conditions .....

Conflict of Interest Certificate .....

Insurance and Indemnification .....

Terms and Conditions .....

Minimum Requirements and Specifications.....

Bid Proposal Form .....

Protest Procedures .....

Disqualified/Probationary Vendor List.....

No Bid Form.....

REQUIRED SUBMITTAL CHECKLIST

X	Signed Bid Form
X	Bid Proposal Form
X	Conflict of Interest
X	Addendums
X	Warranty Form

EQUAL BUSINESS OPPORTUNITY PROGRAM
Encouragement Plan

It is an official policy of the City of Jacksonville to encourage the maximum participation of **Jacksonville Small Emerging Businesses (JSEBs)** in contract awards. Based upon availability this project has been designated by the Equal Business Opportunity Program to utilize **Encouragement Plan.**

Under the Encouragement Plan, vendors are required to make all efforts reasonably necessary to ensure that minority-owned and women-owned City certified JSEBs have a full and fair opportunity to compete for subcontract or sub-consultant participation on this project.

Bidders/Suppliers/Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the following ***Schedule of Subcontract/Sub-Consultant Participation*** to submit JSEB Participation on this Bid. You may contact the City's Equal Business Opportunity Office at 904-255-8840 or find the JSEB directory on-line through the Procurement Department website at web site at www.coj.net.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Bidder: _____

Project Title: _____

Bid Number: _____ Total Base Bid Amount: _____

***Please list all MBEs first**

Full Company Name	MBE Classification (African-American, Women, Asian or Hispanic)	Type of Work to be Performed	Total Contract Value
			$
			$
			$
			$
			$
			$
			$
			$
			$

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	$
Hispanic-American Participation Total	$
Native-American Participation Total	$
Asian-American Participation Total	$
Woman Participation Total	$

The undersigned will enter into a formal Agreement with the MBE Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Prime Contractor: _____ Title: _____ Date: _____

Print Name: _____

GENERAL CONDITIONS

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION.

3. TAXES: The City of Jacksonville, Florida is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked **"Sample for the Procurement Division"** and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in facts who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

GENERAL CONDITIONS

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

16. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

17. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

18. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

19. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

20. LICENSES REQUIREMENT: Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

21. ELECTRONIC PAYMENTS: Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

SUPPLEMENTAL CONDITIONS

1. **SUBMISSION OF BIDS:**
All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

Submit bids to:
City of Jacksonville
Procurement Division
214 N. Hogan Street, Suite 105
Jacksonville, Florida 32202

Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

LATE BIDS ARE NOT CONSIDERED.

Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

Please use the green label enclosed when submitting your bid, be sure to write the bid number and the open date on the label. If you downloaded the bid package you will not have a green label. Please write your bid number and open date on the outside of the sealed envelope. Failure to do so may result in your bid being returned unopened.

2. **BID/SURETY REQUIREMENTS:**
All Bids that may require a bid security or surety in the form of a certified check, cashier's check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashier's checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

3. **BID OPENING AND TABULATION:**
Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer.
BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE.

4. **PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:**

a. **Generally** - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

SUPPLEMENTAL CONDITIONS

b. **Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE)**- Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

c. **Third-Party Liability** – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

5. **PUBLIC ENTITY CRIME INFORMATION:**
A person or affiliate who has been placed on the State Of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

6. **AUDIT PROVISION:**
A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

7. **W-9 REQUIREMENT:**
All bidders are encouraged to submit with their bid submission a revised W-9 if any company information has changed within the last six (6) months. It is the vendor's responsibility to ensure that the City has a current W-9 on file and as listed in the JAXPRO system.

SUPPLEMENTAL CONDITIONS

8. SOLICITATION SILENCE POLICY:

The City of Jacksonville's Procurement Division has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are allowed at all times.

Prohibitions

Any oral communication regarding a particular solicitation is prohibited between a potential vendor, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.

Exceptions to the Solicitation Silence Policy

Unless specifically provided in the applicable solicitation document the Solicitation Silence Policy does not apply to the following:

- communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document
- communications between a potential vendor, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures
- communications with the Office of General Counsel and his/her staff
- emergency procurements of goods and services pursuant to Chapter 126.102(e)
- oral communications at pre-bid conferences
- oral presentations before publicly noticed committee meetings
- contract negotiations during any duly noticed public meeting
- duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation
- communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document

Commencement and Termination of the Solicitation Silence Period

The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

Written Communication during the Solicitation Silence Period

When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of letter, email or facsimile.

If Not an Exception

If an oral inquiry call for an answer or response that is not within the scope of the exception, kindly request that the question be presented in writing to the Chief of the Procurement Division or his/her staff and that a response will, in turn, be given.

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Michael Packer
Name of Official (type or print)

Club Car, LLC
Company Name

4125 Washington Rd.
Business Address

Evans, GA 30809
City, State, Zip Code

SECTION II

I hereby certify that the following named City officials(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Company Name

Name of Official (type or print)

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

GB Form 105 (revised 1/2013)

City of Jacksonville
Procurement Division (the "City")
Request for Proposal Bid # XF-0552-16
Exceptions Page
Club Car, LLC (the "Contractor")

Insert the following:

1. **LIMITATION OF LIABILITY**

THE REMEDIES OF THE CITY SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL CUMULATIVE LIABILITY OF THE CONTRACTOR WITH RESPECT TO THIS CONTRACT SHALL NOT EXCEED THE PURCHASE VALUE OF THE CONTRACT.

NOT WITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR THEIR SUPPLIERS SHALL IN ANY EVENT BE LIABLE TO THE OTHER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN OR FAILURE OF OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.

Amend the following under **1.0 INDEMNIFICATION** as:

1.01 Add to the Indemnification: Contractor's obligations under this indemnity shall not extend to damages caused by the City.

~~1.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.~~

2.00 **INSURANCE REQUIREMENTS**

The Contractor is self-insured for Products/Completed Operations and the acts and/or omissions of the Contractor and its officers, agents and employees. The Contractor will provide its standard Certificate of Liability Insurance prior to the start of any work relating to this bid. This certificate will reflect policy coverage limits for Club Car, LLC.

Insert under **TERMS AND CONDITIONS:**

TERM OF AGREEMENT

LEASE
The lease will be arranged through a third party leasing source, DLL. The City's lease of golf cars and utility vehicles shall be subject to the terms and conditions of DLL's Lease Agreement, a copy of which is attached hereto and incorporated herein. This bid is contingent of the City's executing documents in form and substance acceptable to DLL. As such, whenever the terms and conditions of this bid conflict with those included in the attached Lease Agreement, the Lease Agreement shall control. Financing is subject to final credit approval prior to funding.

INSURANCE AND INDEMNIFICATION

1.00 INDEMNIFICATION:

1.01 The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

1.02 This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

2.00 INSURANCE:

2.01 GENERAL:

The amounts and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Insurance requirements should be tailored to the type of construction or operations contemplated.

2.02 Without limiting its liability under the Contract Agreement, the Contractor and its sub-contractors shall procure and maintain at its expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

SCHEDULE	LIMITS
Workers Compensation & Employer's Liability (including appropriate Federal Acts)	Florida Statutory Coverage $100,000 Each Accident $500,000 Disease/Policy Limit $100,000 Each Employee/Disease
Commercial General Liability – Occurrence Basis Only Including Premises – Operations Products Completed Operations Blanket Contractual Liability Blanket, X, C, U Hazards Independent Contractors Watercraft, if applicable	$1,000,000 Per Occurrence $2,000,000 Aggregate

Automobile Liability $1,000,000 Combined Single Limit

All autos – owned, hired & non-owned

(Automobile liability is required when services provided involve automobile use, including the delivery of goods.)

Professional Services Contracts require Professional Liability coverage at a minimum limit of $1,000,000. (Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this contract agreement and continuation of the insurance for claim reporting purposes for a minimum of two years beyond the expiration date of this contract agreement.

2.03 Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A X or better.

2.04 Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City.

2.05 The City of Jacksonville and or it's using agencies as identified in the contract documents shall be named as an additional insured under the Commercial General Liability Insurance.

2.06 Prior to commencing any work on the project, Certificates of Insurance approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The certificates shall provide that no material alteration or cancellation, including expiration and non-renewal shall be effective until thirty (30) days after receipt of written notice by the City.

2.07 Anything to the contrary notwithstanding, the liabilities of the Consultant under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the consultant shall relieve the consultant or its sub-consultants from responsibility to provide insurance as required by the contract.

2.08 In the event any part of the work to be performed hereunder shall require the CONTRACTOR or its Subcontractors to enter, cross or work upon or beneath the property, tracks, or right-of-way of a railroad or railroads, the CONTRACTOR shall, before commencing any such work, at its expense, procure and carry liability or protective insurance coverage in such form and amounts as each railroad shall require.

2.09 The original of such policy shall be delivered to the railroad involved, with copies to the CITY, the ENGINEER and the PROGRAM MANAGEMENT FIRM(S), and the CONTRACTOR shall not be permitted to enter upon or perform any work on the railroad's property until such insurance has been furnished to the satisfaction of the railroad. The insurance herein specified is in addition to any other insurance which may be required by the CITY and shall be kept in effect at all times while work is being performed on or about the property, tracks, or right-of-way of the railroad.

2.10 Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the CITY may, at its sole option, require additional insurance coverage in amounts responsive to those liabilities which may or may not require that the CITY and other authorized representatives also be named as an additional insured.

TERMS AND CONDITIONS

GOLF CART LEASE FOR BENT CREEK GOLF COURSE

SCOPE

The Parks, Recreation and Community Services Department of the City of Jacksonville, Florida is currently accepting bids to obtain source(s) of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these items and to obtain pricing commitments for **(76) 2017 Electric 48v DC Carts and (2) 2017 EFI Gas Carts** as listed in the bid documents.

AWARD

Award will be ALL OR NONE to the lowest responsive, responsible bidder based on the 36-month lease total. Bidders must bid on all items to be considered for award. ALL awards are subject to the availability of funds.

TERM OF AGREEMENT

The term of this agreement is a 36-month municipal lease.

The Operating Lease (aka "Fair Market Value Lease", "Walk Away Lease" or "True Lease") is a long term usage agreement. This lease often interpreted, for accounting purposes, as an Operating Lease, is also interpreted as a Closed – End Lease; that puts no obligation on the lessee to purchase the leased equipment at the end of the agreement. The lease is designed to provide the lessee with a predictable cost of using the equipment for a specified time. The cost of using the equipment is fixed, except for those costs associated with maintenance, fuel, repair and maintenance.

The lease is written with the intention of the lessee returning the equipment to the lessor at the end of the term. The lessee does not automatically have ownership of the equipment at the end of the term, nor do they necessarily intend to own the equipment. During the term of the lease, the City intends to make 36-monthly payments. If budget funds are not approved, the equipment can be returned to the lessee at the end of the fiscal year (September 30th). Please submit standard terms and conditions with response and attach the 36-monthly lease payment schedule to the Bid Proposal Form.

REQUIREMENTS

Bidders must comply with the following requirements:

- Responses must include a 36-Month Payment Schedule

STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

QUANTITIES

Quantities indicated are fixed.

ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

PRICES

All unit prices shall include freight, delivery, and handling charges to the delivery location as outlined in the bid documents. Prices must be based on current manufacturer model and current production model year.

All pricing submitted shall remain firm for the term of the lease agreement. During the term of the lease, the City intends to make 36-monthly payments. If budget funds are not approved, the equipment can be returned to the lessor at the end of the fiscal year (September 30th). Price must include all state or local taxes.

DELIVERY

All items must be delivery to Bent Creek Golf Course, 10440 Tournament Lane, Jacksonville, Florida. All carts must be new and in running order. The City of Jacksonville has right to inspect the fleet prior to delivery. Bidder will be responsible for repairs or replacement of any damages incurred during delivery. All electric cars must have working chargers.

PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202

INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded vendor will be required to submit the copy of insurance certificate within ten (10) days from date of receipt of award notice. Bid number should be listed on certificate.

SPECIFICATIONS

All Vehicles must be new in running condition. The City of Jacksonville must have opportunity to inspect the fleet prior to delivery. Bidder will be responsible for repairs or replacement of any damages incurred during delivery.

All electric cars must have working chargers.

Price must include all shipping/freight cost, return transportation cost, state and/or local taxes. No additional charges, fees or assessments are authorized. The bid price must be all inclusive.

Supply seventy-six (76) - 2017 2DC 48v Electric Fleet Golf Carts, or comparable, with the following:

- Sunstone or Glacier,
- Climaguard Tops,
- Spilt Windshields,
- Fleet Numbers,
- Sweater Basket,
- Club Covers with Zipper locking function for secure storage,
- (2) Mounted Sand Buckets w/Scoops
- USB Port
- Trojan Battery Watering System (Elect),
- And four (4) years/25,000 amp/hr warranty.

Supply two (2) - 2017 EFI Gas Cart Vehicles, or comparable, with the following:

- Sunstone or Glacier
- Climaguard Tops,
- Spilt Windshields,
- Fleet Numbers,
- Sweater Basket,
- Club Covers with Zipper locking function for secure storage,
- (2) Mounted Sand Buckets w/Scoops
- USB Port
- And four (4) year warranty.

NO SUBSTITUTIONS ARE ALLOWED.

Bid Proposal Form - Golf Carts Lease for Bent Creek Golf Course - 36 Month Lease

Item #	Description	Number of Carts	Price Per Unit, Per Month	Total Price Per Month	Number of Months for Lease	Extended Total
1	2017 2DC 48v Electric Fleet Golf Carts	76	$69.77	$5,302.52	36	$190,890.72
2	2017 EFI Gas Vehicles	2	$63.10	$126.20	36	$4543.20
	CLUB CAR PRECEDENT ELECTRIC				**LEASE TOTAL:**	$195,433.92

*****ALL QUESTIONS MUST BE DIRECTED TO CHELSEY RENFROE AT crenfroe@coj.net.*****

WARRANTY INFORMATION FORM

BID# XF-0552-16 Item Number Golf Cart Lease Bent Creek

Equipment Specified _____

*** ALL BLANKS MUST BE FILLED AND SUBMITTED WITH BID ***

MAKE AND MODEL OF EQUIPMENT PROPOSED: Club Car Precedent Electric

Is there a warranty on the equipment proposed? ✓ Yes ____ No

Does warranty apply to ALL components or only part? (State explicitly) part see Attached Warranty

*Parts warranty period Tiered see warranty Service warranty period 48 months

Nearest source for parts and/or service: Mid Florida Golf Cars - Golf Car Services

Name and address of authorized service center(s): Golf Car Services - 298 College Dr Orange Park Fl 32065 904-213-9080 Mid Florida Golf Cars 5864 Phillips Hwy Jacksonville Fl 904-731-1832

(please include name, address, city, state, zip, and phone number)

Name and address of the authority issuing this warranty: (manufacturer, distributor, etc.)

Golf Car Services 298 College Dr. Orange Park Fl 32065 904 213-9080

(please include name, address, city, state, zip, and phone number)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: ✓ *YES* ____ *NO*

NAME OF BIDDER: Club Car LLC

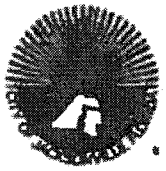
SIGNATURE [signature] DATE 9-21-16

TITLE Territory Manager PHONE NUMBER 904 838-4703

* Warranty period must meet or exceed the warranty conditions as stated in the specifications on the bid.

FORM GB A-3, Revised 6/1998

CITY OF JACKSONVILLE



PROCUREMENT DIVISION

214 N. Hogan Street - 8th floor, Jacksonville, Florida 32202
(904) 255-8800-Ph; (904) 255-8837-Fax; www.coj.net

PROCUREMENT PROTEST PROCEDURES

126.106(e) PROTEST PROCEDURES

126.106(e)(1) Purpose and Scope
126.106(e)(2) Definitions
126.106(e)(3) Timely Notice of Protest
126.106(e)(4) Extension Request / Supplemental Protest Documentation
126.106(e)(5) Delivery
126.106(e)(6) Process
126.106(e)(7) Protest Hearing Rules and Procedures
126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to § 126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Chief of the Procurement Division (the "Chief") to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision. The issue(s) raised and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with § 126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with § 126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §§ 126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) Recommendations of Award and/or Bid Rejection. A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short-listing of bidders or proposers.

(b) Bid/Proposal Specifications and/or Requirements. A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) Computation of Time - The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a). Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) Form and Content of the Notice of Protest - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(5) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is actually received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8th floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest

documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to § 126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question not be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee, and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 1st day of October, 2011, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, superseded, or abolished.

Procurement Division

Gregory Pease, Chief
City of Jacksonville
214 N. Hogan Street, 8th floor
Jacksonville, Florida 32202
(904) 255-8800 – Phone
(904) 255-8837 – Facsimile
gpease@coj.net

DISQUALIFIED/PROBATIONARY Vendors List

In accordance with the City's Procurement Code 126.201 (1) (1), the Chief of Procurement and all agencies are advised to cease doing business with disqualified vendors as they appear on this list. However, any existing contracts held by the vendors listed below should be completed.

VENDOR	VENDOR-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
**A Real Unique Experience, LLC	*****6340	3/15/2015	9/15/2015
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
**B & H Full Service Cleaning, Inc.	*****3840	11/19/2010	11/19/2011
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Dajis Construction, Inc.	*****2318	12/16/2015	12/16/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Francbeth, Inc.	593658944	7/9/2014	7/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
G K Solutions	593541756	09/08/1999	09/08/2000
**J&J Recycling and Demo, LLC	*****1758	4/21/2015	10/21/2015
Kingdom Cleaning	*****6694/*****9588	10/20/2015	10/20/2017
**M.Y. Contractors	*****9826	06/15/2016	12/15/2016
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	*****3042	10/26/2012	10/26/2015
The Rose Group, LLC	*****0716	07/21/2015	07/21/2018
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

***Vendors disqualified/debarred from bidding as Prime and/or Sub Contractors**
****Vendors placed on probation for a period of 6 months or more**

Revised 6/15/2016

NO BID FORM

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.
If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Procurement Division
214 North Hogan St., Room #105
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reason(s):

- ☐ Insufficient time to respond schedule
- ☐ Conflicts with production
- ☐ Do not meet minimum requirements
- ☐ Do not offer these commodities/svcs
- ☐ Unable to meet bond requirements
- ☐ Other (please state below)

_____

_____

_____

Suggestions: _____

_____

Company Name: _____

Signature & Title: _____

Street: _____

City: _____ State: _____ Zip: _____ Phone: _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE

REVISED 2/20

INSURANCE/INDEMNIFICATION

The Contractor is self-insured for Products/Completed Operations and the acts and/or omissions of the Contractor and its officers, agents and employees. The Contractor will provide its standard Certificate of Liability Insurance prior to the start of any work relating to this bid. This certificate will reflect policy coverage limits for Club Car, LLC.

WARRANTY

The Contractor's sole warranty will be the standard warranty for such vehicles attached hereto.

The Contractor warrants that new Equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for the periods of time specified in the applicable limited warranty statements of the Contractor for such Equipment, each of which is incorporated herein by reference.

OTHER THAN THOSE WARRANTIES SET FORTH HEREIN, THE CONTRACTOR MAKES NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

IN WITNESS WHEREOF, the parties have executed these Exceptions to the City of Jacksonville Bid No: XF-0552-16 on this 21 day of September, 2016.

***The individual executing this Exceptions Page on behalf of the Contractor affirms they are authorized to do so thereby binding the City to all terms and conditions herein contained.**

CLUB CAR, LLC

By: Danny Eckles

Its: Territory Manager

Date: 9/21/16

WITNESS:

Joe Taylor

Signature

Joe Taylor

Print/Type Name

CITY OF JACKSONVILLE

By: _____

Its: _____

Date: _____

WITNESS:

_____

Signature

_____

Print/Type Name

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name
Club Car, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO Box 204658

Requester's name and address (optional)

City, state, and ZIP code
Augusta, GA 30917

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

or

Employer identification number
1 3 - 3 4 8 8 9 2 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

CLUB CAR® LIMITED WARRANTY FOR PRECEDENT VEHICLES

WARRANTY: CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

	I2L	I2	V4
VEHICLE MAIN FRAME	**LIMITED LIFETIME**		
GASOLINE POWERTRAIN: Engine, transaxle, torque converter (drive and driven).	5	5	5
SUSPENSION: Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
MAJOR ELECTRONICS: Solid state speed controller and battery charger.	4	4	4
DEEP CYCLE BATTERY: 25,000 amp hours as recorded by the controller, or four years, whichever occurs first, for vehicles properly maintained using an authorized deionizer system. Otherwise, 20,000 amp hours or four years, whichever occurs first.	4	4	4
PEDAL GROUP: Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
SEATS: Seat bottom, seat back, and armrests.	4	4	4
CANOPY SYSTEM: Canopy, rear canopy supports, drainage system and Structural Accessory Module (SAM).	4	4	4
ELECTRIC POWERTRAIN: Electric motor, transaxle and MCOR.	3	3	3
GASOLINE SYSTEMS: Air intake system, exhaust system, and starter generator.	3	3	3
BODY GROUP: Beauty panels, and front and rear underbody.	3	3	3
ALL REMAINING COMPONENTS: Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

EXCLUSIONS: Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories (such as connecting any accessories to less than the full pack of batteries), installation of parts or accessories that are not original equipment including non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to the following conditions:

1. Batteries
   - 1.1 Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
   - 1.2 Use of water in batteries, including tap water that contains impurities. Distilled water or a properly maintained, Club Car approved battery water deionizer and filter system should be used to ensure water quality.
   - 1.3 Abuse such as overcharging, undercharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.
   - 1.4 Use of energy management systems that do not allow a minimum of 12 hours of charge time to assure proper charging.
   - 1.5 Use of any accessories that do not draw power off the complete 48V pack.
   - 1.6 Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addtion of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
   - 1.7. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
   - 1.8. A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle owner's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.
2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
3. Damages caused by improper installation of the component.
4. Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
5. Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.
6. Use of gasoline containing more than 10% ethanol. Transportation expenses for warranty services are also excluded from this warranty.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY: THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

SOLE REMEDY: CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

DISCLAIMER: THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

NO CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

HOW TO MAKE A WARRANTY CLAIM: To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized CLUB CAR dealer.

For warranty-related communication, contact Warranty Services, Club Car, 4125 Washington Rd., Evans, GA 30809, USA, 706.863.3000.

WARNING: Any modification or change to the vehicle that affects the electrical system, stability or handling of the vehicle, or increases maximum vehicle speed beyond factory specifications, could result in severe personal injury or death.

de lage landen | Agricredit de lage landen

SAMPLE

MASTER LEASE / LOAN AGREEMENT (Golf Equipment)

Date of Master Lease / Loan Agreement:	Master Lease / Loan Agreement Number:

TO OUR VALUED CUSTOMER: This Master Lease / Loan Agreement ("Agreement") has been written in "Plain English." The words You and Your are used in this Agreement to mean the Borrower identified below. The words We, Us and Our are used in this Agreement to mean the Lender who is Agricredit Acceptance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

BORROWER	Full Legal Name:			
	Mailing Address	City	State	Zip

PAYMENTS You agree to make all Payments (as defined below) due under each Lease and/or Loan to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time.

INSURANCE & TAXES You are required to provide and maintain insurance related to the equipment and other items described in the Lease or Loan (the "Equipment"), and to pay any property, use, sales, excise, and other taxes related to this Agreement, any Schedule (as defined below) or any Equipment and to pay all license and registration fees assessed against this Agreement, any Loan, Lease or any Equipment. (See Section 2 and 4 of this Agreement). If You are tax-exempt, You agree to furnish Us with satisfactory evidence of Your exemption.

DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE Each payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or $1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of $25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. Such amount shall be paid on demand.

TERMS AND CONDITIONS

1. Master Agreement. This Agreement allows You and Us to enter into both Lease Schedules (each a "Lease") and Loan Schedules (each a "Loan") (collectively, all Leases and Loans may be referred to herein as "Schedules"). This Agreement shall become effective upon the acceptance and execution by Us in our Johnston, Iowa offices and shall remain effective at least until the expiration of the term of the last Schedule hereunder. Each Schedule shall constitute a separate loan or lease agreement, as applicable, subject to the terms and conditions of this Agreement. If there is a conflict between this Agreement and a Schedule, the provisions of the Schedule shall govern. Unless otherwise stated, all terms of this Agreement shall apply to both Loans and Leases. If You and We enter into a Lease, We agree to lease to You and You agree to lease from Us the Equipment on the terms and conditions of this Agreement and in the Lease applicable to such Equipment. The Term shall continue for the period specified in each Lease. You may not terminate any Lease prior to the end of the Term of that Lease. If You and We enter into a Loan, You promise to pay to Us the principal sum identified in the Loan plus interest at the rates provided in the Loan.

2. Schedule Terms. Each Schedule executed by You shall become effective upon acceptance and execution by Us in our Johnston, Iowa offices and shall be for the term provided therein (each, a "Term"). You agree to make each payment at the times and in the amounts set forth in the applicable Schedule. Payment amounts and other amounts required to be paid under each Schedule, whether Loan or Lease payments, shall be referred to in this Agreement as "Payment(s)". The first Payment under a Schedule is due on the Commencement Date as indicated in the schedule. The remaining Payments will be due on the first day of each subsequent month (or as otherwise directed by Us or specified in the Schedule) through the expiration of the Term. You agree to pay Us the amount of all filing fees and administration fees specified in each Schedule at the time the Schedule is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search fees incurred by Us in connection with each Schedule upon demand by Us. EACH SCHEDULE IS NON-CANCELABLE. YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER OR UNDER ANY SCHEDULE IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF ANY EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of any Equipment, the claims of third parties or damage to any Equipment.

3. Delivery and Acceptance; No Warranty. You agree to accept each item of Equipment in its as-is condition when delivered and to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **You acknowledge that We make no warranty, either express or implied with respect to any Equipment, including without limitation, any IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier identified on the Schedule ("Supplier") is an agent of Ours. If the Schedule is a Lease and any Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Agreement and any Schedule and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Agreement, any Schedule or the obligation to make Payments hereunder or thereunder. Your execution of a Delivery and Acceptance Certificate shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of the Schedule related thereto and of this Agreement. **4. Use, Maintenance and Return of Equipment.** So long as You are not in Default under this Agreement or any Schedule, We agree not to interfere with Your right of quiet enjoyment and use of the Equipment. You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: to operate the Equipment in a careful manner, to keep it in good repair, to restrict its use to those employed by You, to use the Equipment only in the conduct of Your business and to properly house and store the Equipment when not in use, not to allow any lien, encumbrance or security interest (other than as created pursuant to a Loan or Lease, if any) attach to any Equipment nor rent or sub-lease the Equipment without Our prior written consent except as described in section 17, to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against any Loan or Lease transaction and/or any Equipment, including without limitation, its use or operation; to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us; to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and to maintain the Equipment and to repair any damage thereto. With respect to each Lease, upon the expiration or termination of the Lease, You agree to make available for pick up the Equipment covered by such Lease to Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, for each Lease, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease applicable to such Equipment. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and, if the Schedule is a Lease, shall not, without Our approval, effect any modification or alteration of or to any Equipment. For each Lease, all replacement parts and improvements incorporated into any Equipment shall become Our property. Should any Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

5. Risk of Use, Damage and Destruction. You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all demands and losses arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (a "machine"), You shall provide Us prompt notice. In addition,

A. If the Equipment is subject to a Lease: the Lease covering such machine shall terminate with respect thereto and You shall immediately pay to Us, in full compensation for Our loss, the unpaid balance of all Payments and Taxes to become due during the term of the Lease, plus any delinquent Payments, Taxes, and/or fees and interest thereon, allocable to such equipment plus the residual associated with such machine as indicated by Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in such Lease, to the total Payments. The Payments due under the applicable Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. If We determine that a machine can be economically repaired, You shall restore the equipment to its original condition, at Your expense, and We shall credit to You the amount of any insurance proceeds We receive in connection with such damage.

B. If the Equipment is subject to a Loan, such event shall be an event of Default.

6. Insurance. You shall purchase and maintain, at Your expense, standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required with a maximum deductible equal to the greater of $500.00

or five percent (5.0%) of the adjusted loss in a form and from an insurer satisfactory to Us and shall keep such insurance in effect during the full Term of the Schedule applicable to such Equipment. All such insurance shall provide Us with 10 days advance notice of cancellation and name Us as loss payee. If such insurance is cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the amounts due from You under a Schedule and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that We may add an insurance fee to the amount due from You on which We may make a profit. Such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payment amounts payable under the Schedule and You promise to pay the resulting increase in the Payment amounts. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. Nothing in this Agreement or any Schedule will create an insurance relationship of any type between Us and/or any person or party. **Insurance coverage for personal liability or physical damage caused to the property of others is not provided.** If the Schedule is a Lease, You agree, at Your expense, to insure in an amount of at least one million dollars (five million dollars for motor vehicles) You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment. Evidence of all such insurance shall be provided to Us.

7. UCC Filings; Article 2A Provisions; Finance Lease Status. Under each Lease, We are the owner of and will hold title to the Equipment. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. For each Loan or if a Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise under to Uniform Commercial Code ("UCC") as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your obligations under each present and future Schedule and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement (not to attach this Agreement or any Schedule) describing the Equipment. You hereby authorize, ratify and approve any financing statement covering Equipment filed by Us on or prior to the date hereof or the date of any Schedule. The parties intend each Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A- Leases of the UCC applies to each Lease, and each Lease will be considered a "Finance Lease": as that term is defined in Article 2A. By signing each Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term if defined in Article 2A of the UCC) of the Equipment and that You Have been informed that You are entitled to the promises and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any rights or warranties that You may be entitled to under the Supply Contract. With respect to each Lease, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

8. Assignment / Sub-Lease. You may not assign this Agreement, any Schedule or any rights hereunder or under any Schedule, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 17. We may assign this Agreement and any Schedule without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges hereunder and under each Schedule, but shall have none of Our obligations.

9. Default. Each of the following is a "Default" under this Agreement and each Schedule: (a) You fail to pay any Payment or any other payment when due under this Agreement or any Schedule, (b) You do not perform any of Your other obligations under this Agreement under any Schedule or in any other agreement with Us or with any of Our affiliates, (c) any representation or warranty made by You proves to be incorrect in any material respect when made, (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws, (e) You sell all or substantially all of Your assets or property, (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 17, (g) You shall suffer a material adverse change in Your financial condition or operations, (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You, (i) You shall amalgamate, merge or consolidate with another entity without Our consent, (j) any guarantor of Your obligations under this Agreement or any Schedule dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above or (k) any letter of credit required under this Agreement or any Schedule is breached, canceled, accelerated, terminated or not renewed for any reason.

10. Remedies. If a Default occurs, We may do one or more of the following: (a) We may cancel or terminate this Agreement and any Schedule or any or all other agreements that We have entered into with You; (b) We may declare the entire unpaid balance of all Payments due under the terms of any Schedule or all Schedules immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all delinquent Payment amounts and interest thereon plus (ii) the unpaid balance of all Payments due under the terms of the Schedule plus (iii) all other amounts due or that become due under this Agreement and each Schedule; (c) We may require You to deliver the Equipment to Us as set forth in Section 2; (d) We or Our agent may peacefully repossess the Equipment without court order and You will not make any claims against Us for damages or trespass or any other reason; (e) We may appoint a receiver/manager; (f) We may charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) We may advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) We may exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and collection agency fees, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Agreement and any Schedule.** If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment and the residual amount We assigned to the Equipment, as indicated by our records) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of Default or the termination or expiration of this Agreement or the applicable Lease. The remedies provided by this Agreement in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Agreement or any Schedule. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law.

11. Purchase Option. Each Lease may grant You an option (a "Purchase Option") to purchase all (but not less than all) of the Equipment at the end of the Term at the purchase option price (plus any applicable taxes) and in accordance with the terms and conditions specified in the Lease. You must give Us at least 60 days written notice before the end of the original Term of each Lease that You will purchase the Equipment in accordance with any applicable Purchase Option or that You will return the Equipment to Us. Until You give Us such written notice: **(a) the applicable Lease(s) will automatically renew on a month-to-month basis (each a "Renewal Term") until You provide Us 60 days prior written notice that You will purchase the Equipment in accordance with any applicable Purchase Option or that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Terms)**, each Renewal Term will commence immediately upon the expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Term. For each Lease, upon payment of the Purchase Option price and compliance with all other applicable terms and conditions of the Purchase Option, We will transfer Our interest in the Equipment to You "AS IS, WHERE IS" without any representation or warranty by or recourse to Us whatsoever and the applicable Lease will terminate.

12. Indemnification. You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Agreement or any Schedule (and any supplements and amendments hereof or thereof). You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Agreement and all Schedules.

13. Representations, Warranties and Covenants. You represent, warrant and covenant that: (a) if You are a legal entity, You are duly organized, validly existing and in good standing under applicable law; (b) You have the capacity, power and authority to enter into this Agreement, each Schedule and each other related instrument, agreement and document (collectively "Fundamental Agreement"); (c) each Fundamental Agreement is a legal, valid and binding obligations of You and is enforceable against You in accordance with the terms thereof and does not violate or create a default under any other instrument or agreement to which You are a party; (d) there are no pending or threatened actions or proceedings before any court of administrative agency that could have a material adverse effect on You or any Equipment; (e) You have obtained or will promptly obtain any necessary governmental approvals and will comply in all material respects with all Federal, state and local laws and regulations the violation of which could have a material adverse effect upon the Equipment or Your performance of Your obligations to Us; (f) each Fundamental Agreement will be effective against Your creditors under applicable law, including fraudulent conveyance and bulk transfer laws, and will raise no presumption of fraud; (g) You will provide to Us opinions of counsel, resolutions, and such other information and documents as We may reasonably request; (h) **all Equipment is leased or purchased for commercial purposes and not for personal, family or household purposes**, and (i) all Equipment is tangible personal property. You will be deemed to have reaffirmed the foregoing each time You execute a Fundamental Agreement. Your representations, warranties and covenants shall survive beyond the Term of any Schedule, this Agreement and the termination thereof.

14. Choice of Law and Jurisdiction; Waiver of Jury Trial. This Agreement and each Schedule shall be deemed fully accepted, executed and performed in the State of Iowa and shall be governed and construed in accordance with the internal laws thereof without regard to choice or conflict of laws provisions. This Agreement and each Schedule shall not be enforceable until signed by Us in our Johnston, Iowa offices. You consent to and agree that non-exclusive personal jurisdiction over You and subject matter jurisdiction over the Equipment may at Our option be with the Courts within Polk County, Iowa or the United States District Court for the Southern District of Iowa with respect to any provision of this Agreement and each Schedule. You waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. You **also waive Your right to a trial by jury.**

15. Waivers. You acknowledge receipt of an executed copy of this Agreement. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Agreement, any Schedule or any amendment hereof or thereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

16. TAX TREATMENTS AND INDEMNIFICATION. Unless otherwise provided, each Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) You are not a tax-exempt entity (as defined in Section 168(h) of the Code), (b) You will use all Equipment solely within the United States, and (c) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. If, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Payments or receipts with respect to this Agreement or any Schedule. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. For each Lease, and not for any Loan, We will file all personal property, use or other Tax returns as required by law. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Agreement or any Schedule for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Agreement and each Schedule and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Agreement and each Schedule.

17. Golf Cars. If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 4, 8 and 9 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. If the golf cars are subject to a Lease, to the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

18. Financial and Credit Information. You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us, including without limitation, when You request We consider a new Schedule. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary.

19. Facsimile. This Agreement may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Agreement and each Schedule bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Agreement and each Schedule which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Agreement and each Schedule for the purposes of taking possession of this Agreement and/or Schedule for all other purposes.

20. Miscellaneous. You agree the terms and conditions contained in this Agreement and each Schedule make up the entire agreement between You and Us regarding the lease and/or financing of the Equipment. No agreements or understandings shall be binding upon Us unless set forth in writing and signed by Us. Any waiver of a remedy, term or condition or change to the terms and conditions of this Agreement or any Schedule must be in writing and signed by Us. **You agree, however, We are authorized, without notice to You, to insert in any Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in any Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in any Schedule, to supply information missing from this Agreement or any Schedule and to correct any obvious errors in this Agreement or in any Schedule.** Without limiting the foregoing, You agree we may insert the date and Number of this Agreement and each Schedule after the execution by You of such agreements. If We delay or fail to enforce any of Our rights under this Agreement or any Schedule, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Agreement (or to any other address specified by that party in writing). All of Our rights and indemnities will survive the termination of this Agreement and each Schedule. Our rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of any Schedule, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Agreement or any Schedule, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Agreement or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree such provision shall be ineffective without invalidating the remaining provisions hereof or thereof. Any provision of this Agreement or any Schedule which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Agreement and each Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Agreement and any Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one debtor has signed this Agreement or any Schedule, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any payment You make shall not be binding on Us. Time is of the essence under this Agreement and each Schedule.

BY SIGNING THIS AGREEMENT AND EACH SCHEDULE: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT AND EACH SCHEDULE (II) YOU AGREE THAT EACH SCHEDULE THAT IS A LEASE IS A NET LEASE THAT, WITH RESPECT TO EACH SCHEDULE, YOU CANNOT TERMINATE OR CANCEL. YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER EACH SCHEDULE AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS AGREEMENT AND EACH SCHEDULE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS AGREEMENT AND EACH SCHEDULE THAT IS A LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA AND YOU CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS WITHIN POLK COUNTY, IOWA AND EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth on the first page of this Agreement.

BORROWER SIGNATURE	Borrower	LENDER SIGNATURE	Agricredit Acceptance LLC, At 8001 Birchwood Court, Johnston, IA 50131
	Authorized Signature		Authorized Signature
	Print Name / Title / Date		Print Name & Title / Date

de lage landen | Agricredit de lage landen

LEASE SCHEDULE

Schedule No

This Lease Schedule (the "Lease") is by and between (if more than one, jointly and severally referred to herein as "Borrower") and Agricredit Acceptance LLC ("Lender") and incorporates the terms and conditions of the execution original of the Master Loan / Lease Agreement Number between Borrower and Lender (the "Agreement"). Capitalized terms used and not otherwise defined herein shall have the same meaning herein as in the Agreement.

Lender hereby leases to Borrower and Borrower hereby leases from Lender the equipment described in Exhibit A, attached hereto (the "Equipment") for the Term and on terms and conditions set forth below and in the Agreement. This being an agreement of lease and not of sale, no title or ownership interest shall vest in the Borrower hereby. A description of the trade-in equipment, if any, is provided on Exhibit B, attached hereto.

EQUIPMENT LOCATION

Address:	City:	State:	Zip Code:	County:

Located inside of City Limits? ☐ Yes ☐ No

Supplier	Name:	
	Address:	
	Phone:	

TERM AND LEASE PAYMENT SCHEDULE

The Borrower agrees to the following terms

TERM

The Initial Term ("Term") **months**

Commencing on: The 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date")

PAYMENT

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on the Commencement Date and each payment thereafter will be:

☐ on the 1st day of the month in advance or ☐ as indicated below

Number of Lease Payments	Lease Payment Amount:	Payment Frequency: ☐ Monthly ☐ Quarterly, or On the following day(s)
Use tax per Payment (estimated)	**Total Lease Payment with Sales/ Use Taxes (estimated):**	

TAXES

Sales/use tax has been estimated above to provide an approximation of the taxes and total Lease Payment. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment under the terms of the Master Loan / Lease Agreement. **Property tax will be billed annually and is due on invoice.** If the use tax payment box above is empty or indicates $0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to Borrower and/or added to the Lease Payment.

Borrower agrees that a copy of this Lease bearing a signature of Borrower which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. Borrower further agrees to not object to the admissibility of a copy of this Lease bearing a signature of Borrower into evidence under the business records exception to the hearsay rule or based on the best evidence rule or otherwise and expressly waives any right to do so. Notwithstanding the fact that this Lease may be executed in more than one counterpart, the sole execution original of this Lease for purposes of taking possession of this Lease, including without limitation taking possession under UCC 9-330, shall be either: (a) the original of this Lease which bears an original signature of each party to this Lease and which bears the original signature of Lender accepting this Lease or (b) the facsimile, electronic or other counterpart copy of this Lease signed by the parties and bearing the original signature of Lender accepting this Lease. This Lease is not binding upon Lender until signed and accepted by Lender. This Lease is accepted on behalf of Lender only at Lender's office in Johnston, Iowa.

BORROWER SIGNATURE		LENDER SIGNATURE	
			Agricredit Acceptance LLC, At: 8001 Birchwood Court, Johnston, IA 50131
	Borrower		
	Authorized Signature		Authorized Signature
	Print Name Title Date		Print Name & Title Date

Exhibit A
Equipment Description

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour

Note: Although the above Property may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment Description above is accurate and complete.

BORROWER SIGNATURE	
	Borrower
	Authorized Signature
	Print Name Title Date

Delivery and Acceptance Certificate

The undersigned ("Borrower") hereby certifies that Borrower has leased all items described in the Equipment Description (the "Equipment") contained in Exhibit A to Lease Schedule No. pursuant to the Master Lease Agreement between Agricredit Acceptance ("Lender") and the Borrower identified below and Master Lease Schedule No (the "Lease") and further certifies that:

(i) the Equipment has been delivered to and has been received by Borrower;
(ii) all installation or other work necessary prior to the use thereof has been completed.
(iii) all Equipment has been examined by Borrower, is in good operating order and condition, and is in all respects satisfactory to Borrower;
(iv) the Equipment is accepted by Borrower for all purposes under the Master Lease Agreement and the Lease.

BORROWER SIGNATURE	
	Borrower
	Authorized Signature
	Print Name Title Date

de lage landen Agricredit de lage landen

Certificate of Incumbency (Golf)

By signing below, I hereby certify the following to Agricredit Acceptance LLC, its successors and assigns:

1. I am the _____ of _____ (the "Company") and
(*Print title*) (*Print name of entity*)
am familiar with the policies and the officers and authorized agents of the Company and am authorized to provide this Certificate of Incumbency (this "Certificate").

2. The individuals listed below (each an "Authorized Representative") are each fully authorized and empowered, acting alone and in accordance with the organizational documents and/or authorizations, resolutions or actions of the governing body of the Company to enter into, from time to time, such agreements, including without limitation master lease / loan agreement(s) and schedules related thereto, with AAC and such other agreements in favor of or required by AAC in connection with the acquisition or sale of equipment or the financing of the acquisition of equipment as any one or more of the undersigned Authorized Representatives shall approve (each a "Transaction Document"):

NAME OF AUTHORIZED REPRESENTATIVE	TITLE OF AUTHORIZED REPRESENTATIVE	SIGNATURE OF AUTHORIZED REPRESENTATIVE

3. The specimen signatures of the Authorized Representatives set forth above next to each name are the true and genuine signatures of such persons and AAC may conclusively rely on the accuracy, genuiness, and good faith of any written communication bearing any of the signatures set forth above for purposes of entering into, modifying, providing funds for and/or relying on each Transaction Document.

4. The authority conferred herein is not inconsistent or in conflict with any organizational documents or other applicable agreements or documents of the Company and is within the Company's power and authority.

5. Until AAC receives notice in writing of any change or limitation of the authority of any Authorized Representative as designated in this Certification, AAC is authorized to rely upon the authority and power of any Authorized Representative as set forth in this Certification. Such notice, to be effective, must be received by AAC at the following address: 8001 Birchwood Court, PO Box 2000, Johnston, IA 50131. Such notice shall only be effective as to transactions entered into after AAC's receipt of such notice and shall not have any effect on transactions entered into prior to the receipt of such notice.

6. A facsimile copy of this Certificate shall have the same force and effect as the original. This Certificate represents the entire agreement and understanding as to the subject matter hereof and supersedes all prior oral and written negotiations, agreements and understandings.

IN WITNESS WHEREOF, I have hereunto signed my name as of the date set forth below:

STOP

THE PERSON SIGNING IN THE SIGNATURE BLOCK BELOW MUST BE DIFFERENT THAN THE AUTHORIZED PERSON IN THE ABOVE TABLE!!

AUTHORIZED SIGNATURE	**Please Note:** **An authorized signor must sign this section. An authorized signor is someone <u>other</u> than the individual signing above.** **For example:** **Corporation - Officer, LLC – Officer or Managing Member, Government – Mayor, Commissioner, etc.**	Authorized Signature Print Name Title Date

de lage landen | Agricredit de lage landen

Master Maintenance Agreement (Golf Cars)

Master Lease / Loan Agreement Date:	Lender: Agricredit Acceptance LLC
Borrower:	
Date:	

This Master Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Master Lease / Loan Agreement identified above between the Borrower and Lender identified above (the "Master Agreement") and each Lease entered into pursuant to the Master Agreement. All capitalized terms shall have the meanings ascribed to them in the Master Agreement. Borrower agrees as follows with respect to each item of Equipment which is required to be returned.

1. **RETURN OF EQUIPMENT.** Notwithstanding anything to the contrary contained in the Master Agreement and/or the Lease and in addition to the terms and conditions contained therein and herein, Borrower shall, at Borrower's sole cost and expense, return all, but not less than all, of the Equipment described in each Lease to Lender, or its designee immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and with respect to each item of Equipment, as applicable, the following must be true:

(A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
(B) All windscreens, covers and guards must be in place with no sheet metal, plastic, or cowling damage.
(C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompanied the units and/or were subject to the Lease, including without limitation battery chargers, GPS equipment, diagnostic and tuning equipment shall be returned in proper order. Upon request of Lessor, all maintenance records and manuals related to the Equipment.
(D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
(E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
(F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
(G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate power to operate the equipment.
(H) All Equipment shall have serviceable brakes and tires (retaining proper air pressure, and without repair patches) and the wheels shall not be dented and/or bent.
(I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
(J) All Equipment must have a relatively clean appearance.
(K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operating/maintenance manual furnished with each item of equipment.
(L) All Equipment shall be free from structural damages and/or bent frames.
(M) All Equipment attachments, if any, must be in good condition.

2. **RETURN PERFORMANCE.** Each item of Equipment must be able to complete the following tests:

(A) Operate normally in forward and reverse directions through all the speed ranges or gears.
(B) Steer normally both right and left in both forward and reverse.
(C) Have all functions and controls work in normal manner.
(D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
(E) Operates without leaking any fluids.
(F) Perform its designed functions in a satisfactory manner.

Notwithstanding the above, if the total cost of the repairs for all items of Equipment subject to a Lease is less than $100, Lender will not bill Borrower.

3. **REPAIRS / REQUIRED PURCHASE.** If, in the Lender's sole judgment, any item of Equipment is damaged or does not meet the standards set forth above, or if Borrower fails to discharge its obligations set forth above with regard to any item of Equipment, Borrower shall pay to Lender, immediately upon demand, at Lender's election, (a) the amount which Lender determines will be necessary to return the Equipment to its required condition and/or to replace missing, damaged or non-performing items or equipment, or (b) Payments due and to become due under the terms of the Lease, Taxes, fees and charges due and to become due under the terms of the Lease, plus the residual value as indicated in Lender's books and records associated with such item of Equipment.

4. **MISCELLANEOUS.** Borrower agrees that a copy of this Agreement bearing a signature of Borrower which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.

BORROWER'S SIGNATURE				LENDER'S SIGNATURE	Accepted by: **Agricredit Acceptance LLC,** At: 8001 Birchwood Court, Johnston, IA 50131	
	Borrower					
	Authorized Signature				Authorized Signature	
	Print Name	Title	Date		Print Name & Title	Date

de lage landen | Agricredit de lage landen

CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

Date

Customer's Name _____

Address _____ City _____ State _____ ZIP _____

RE: Agreement dated _____ with Agricredit Acceptance LLC

I have entered into the above agreement under which I am responsible for providing insurance against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by Agricredit Acceptance LLC ("AAC") is $

The equipment is listed on Exhibit A, Equipment Description, attached to the Agreement reference above.

I will be providing my own physical damage insurance coverage through:

Insurance Agent _____ Phone: _____

ACKNOWLEGEMENT OF CUSTOMER: I acknowledge that copies of this document sent to AAC are for informational purposes only. <u>I am responsible for notifying my agent of my obligation to obtain physical damage insurance.</u>

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Agricredit Acceptance LLC as a payee through a Lender's Loss Payable Clause which is a clause that provides that any acts of the Borrower will not void the policy as to the Lender.

To my existing policy number _____ with _____
which now provides the coverage required, or

To a policy which you are authorized to issue in my name which will provide the coverage required.

Agricredit Acceptance LLC must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person, shall not invalidate the insurance to Agricredit Acceptance LLC.

PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO AGRICREDIT ACCEPTANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300. FAX: 515-334-5831 OR CALL 800-863-3660.

<u>PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.</u>

ACKNOWLEDGEMENT OF CUSTOMER: I acknowledge that copies of this document sent to AAC are for information purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.

I understand I am responsible for insurance coverage for personal liability or property damage caused to others.

_____
Insurance Agent's Name

_____
Street Address

_____
City State Zip Code

_____
Agent's E-Mail Address

_____
Agent's Phone Number Agent's Fax Number

_____
Customer's Signature

Title: GOLF CART LEASE FOR BENT CREEK GOLF COURSE
Bid # XF-0552-16
Bid Date: 9/14/16
Buyer: Chelsey Renfroe
No. Invited: 8 No. Received: 3 No Bids: 0
Recorded By: Gail Sampson 0921/2016 Date

ITEM	DESCRIPTION	# OF CARTS	UoM	NO. OF MONTH	YAMAHA GOLF CARTS PRICE PER UNIT PER MONTH	YAMAHA GOLF CARTS TOTAL PRICE PER MONTH	YAMAHA GOLF CARTS EXTENDED TOTAL	E-Z GO TEXTRON PRICE PER UNIT PER MONTH	E-Z GO TEXTRON TOTAL PRICE PER MONTH	E-Z GO TEXTRON EXTENDED TOTAL	CLUB CAR PRICE PER UNIT PER MONTH	CLUB CAR TOTAL PRICE PER MONTH	CLUB CAR EXTENDED TOTAL
1	2017 2DC 48v ELECTRIC FLEET GOLF CARTS - 36 MONTH LEASE	76	E	36	$77.00	$5,852.00	$210,672.00	$75.75	$5,757.00	$207,252.00	$69.77	$5,302.52	$190,890.72
2	2017 EFI GAS VEHICLES - 36 MONTH LEASE	2	E	36	$67.65	$135.30	$4,870.80	$75.75	$151.50	$5,454.00	$63.10	$126.20	$4,543.20
				LEASE TOTAL:	$215,542.80			$212,706.00			$195,433.92		
				TERMS:	NOT STATED			NOT STATED			NOT STATED		
				DELIVERY:	45 BUSINESS DAYS			NOTSTATED			NOTSTATED		
				CONFLICT OF INTEREST:	YES			YES			YES		
				ADDENDUMS 1	YES			YES			YES		
				NOTES:				VENDOR IS BEING REJECTED - DID NOT COMPLY WITH TERMS & CONDITIONS, DID NOT SUBMIT PRICING AS A MUNICIPAL LEASE.			VENDOR IS BEING REJECTED - MADE EXCEPTIONS TO TERMS & CONDITIONS AND DID NOT PROVIDE 36-MONTH PAYMENT SCHEDULE AS REQUIRED IN TERMS & CONDITIONS.		