

**AGREEMENT FOR
GOLF CART LEASING AND RENTAL**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Golf & Electric Vehicles, Inc., a Florida corporation, 17051 Jean Street, Unit #1, Fort Myers, FL 33967, and whose Federal tax identification number is 65-0284553, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to lease or rent golf carts from the Vendor in connection with "Golf Cart Leasing and Rental" (the "Purchase"); and,

WHEREAS, the County issued a solicitation, Informal Quote No. Q-160299KC; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for both leasing and rental of golf carts Countywide, in accordance with the Project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Q-160299KC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a term of one (1) year. The County reserves the right to renew this Agreement for up to three (3) additional one (1) year terms, upon the mutual written agreement of both parties.

- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Q-160299KC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period).

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to

and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

D. The County will complete the Vendor's Rental and Lease Forms, made part of this Agreement as Exhibit D, attached hereto and incorporated herein, for each vehicle rental and lease requested by the County.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee

County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- E. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:	County's Representatives:
Name: _____	Names: <u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title: _____	Titles: <u>County Manager</u> <u>Director of Procurement Management</u>
Address: _____	Address: <u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>
Telephone: _____	Telephone: <u>239-533-2221</u> <u>239-533-8881</u>
Facsimile: _____	Facsimile: <u>239-485-2262</u> <u>239-485-8383</u>
E-mail: _____	E-Mail: <u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 1. Agreement
 2. County's Purchase Order
 3. Q-160299KC
 4. Vendor's Submittal in Response to Q-160299KC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Golf & Electric Vehicles, Inc.

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

CHAIR

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____

APPROVED AS TO FORM:

BY: _____

COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

The Vendor will provide the following vehicle options for rent or lease by the County:

1. Two-Passenger Golf Cart
2. Four-Passenger Golf Cart
3. Six-Passenger Golf Cart
4. Eight-Passenger Golf Cart
5. Gas-Powered Utility Vehicle
6. Electric-Powered Utility Vehicle

EXHIBIT B FEE SCHEDULE

Ver 03/28/2016

INFORMAL QUOTE NO.: Q-160299KC

Form#1a – Solicitation Form (not applicable for CCNA solicitations)



Lee County Procurement Management
QUOTE FORM

Company Name: _____

Solicitation no. Q-160299KC Solicitation: GOLF CART LEASING AND RENTAL

Having carefully examined the "Terms and Conditions", and the "Detailed Specifications", all of which are contained herein, propose to furnish the following which meet these specifications:

PLEASE NOTE: THE BOTTOM LINE PRICING MUST BE ALL INCLUSIVE TO WHATEVER IS NEEDED TO KEEP THE GOLF CARTS RUNNING DURING THE RENTAL OR LEASE.

All miscellaneous charges (i.e., "Environmental Charge, battery disposal fees, etc.") shall be clearly stated on all invoices.

Please Provide the Cost for Each Item.						
Item #	2/PASSENGER	4/PASSENGER	6/PASSENGER	8/PASSENGER	UTILITY VEHICLE GAS	UTILITY VEHICLE ELECTRIC
DAILY RENTAL	\$ 75	\$ 90	\$ 135	\$ 160	\$ 150	\$ 90
WEEKEND RENTAL	105	130	200	230	200	130
WEEKLY RENTAL	125	145	210	245	215	145
MONTHLY RENTAL	215	250	310	340	290	250
ONE-YEAR RENTAL	175/mo	195/mo	260/mo	316/mo	210/mo	195/mo
LEASE PER MONTH	215	250	310	340	290	250
LEASE PER YEAR	175/mo	195/mo	260/mo	310/mo	210/mo	195/mo
PICK UP & DELIVERY (LOCAL*)	\$ 75	75	115	115	75	75
PICK UP & DELIVERY (OUT OF AREA*)	95	95	135	135	95	95
ADDITIONAL CHARGE FOR CANOPY TOP, WINDSHIELD & LIGHTS	included					
PLEASE LIST						

EXHIBIT B FEE SCHEDULE

Ver 03/28/2016

INFORMAL QUOTE NO.: Q-160299KC

ANY ADDITIONAL CHARGES ALONG WITH AN EXPLANATI ON OF THE CHARGES						
GRAND TOTAL						
Amount Written						

*NOTE: Please describe what you consider to be a local delivery and what would be an out of area delivery. Delivery could include Port Charlotte and Naples such as but not limited to, Charlotte County Sports Complex 2300 El Jobean Rd. Port Charlotte, FL 33948 or North Collier Regional Park 15000 Livingston Rd. Naples, FL 34109,

out of area is Alva, Clewiston, Ave Maria,
 Ft Myers beach, Sanibel, Captiva, Marco Island,
 Punta Gorda, Pt Charlotte

PLEASE LIST ANY ADDITIONAL CHARGES SUCH AS MAINTENANCE, ETC

this is a full maintenance lease which means
 customer is only responsible for air in tires,
 water in batteries, cleaning and any abuse
 or misuse.

EXHIBIT B FEE SCHEDULE

MISCELLANEOUS CHARGES

All miscellaneous charges (e.g., Environmental Charge, battery disposal fees, etc.) shall be clearly stated on all invoices.

RE-FUELING OF CARTS

If the County returns to the Vendor a gasoline powered cart that does not have a full tank of gas, the Vendor shall re-fuel the cart at the current prevailing average pump price for regular unleaded gasoline (Fort Myers/Lee County area) in effect at the time. Under no circumstances shall an "up charge" or premium be applied to fuel used to re-fuel carts rented under this Agreement.

PRICE ESCALATION/DE-ESCALATION

No price increases will be authorized for 365 calendar days after the effective date of this Agreement. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the County's Procurement Management Department as provided herein. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.

The Vendor shall not give less than 30 days' advance written notice of a price increase to the the County's Procurement Management Department. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The Vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the Vendor. Documentation shall be supplied with Vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The County's Procurement Management Department may make such verification as deemed adequate. However, an increase, which the County's Procurement Management Department determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the Agreement by the County. The County will notify using agencies and Vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. Price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$500,000 per occurrence
- \$1,000,000 general aggregate
- \$500,000 products and completed operations
- \$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$500,000 combined single limit (CSL)
- \$300,000 bodily injury per person
- \$500,000 bodily injury per accident
- \$300,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$100,000 per accident
- \$100,000 disease limit
- \$500,000 disease – policy limit

*The required minimum limit of liability shown in a; b; c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

EXHIBIT D
VENDOR'S RENTAL AND LEASE FORMS



Customer#: _____

Contract # _____

LEASE AGREEMENT

This lease entered into the _____ day of _____, 20__ between Golf & Electric Vehicles, Inc., hereinafter called "LESSOR", and Lee County whose address is 1500 Monroe Street 4th Floor, Fort Myers, FL 33901 and phone number is 239-533-8856, hereinafter called "LESSEE", its successors and assigns. Vehicle or Vehicles will be located at, (TBD).

WITNESSETH:

1. For and in consideration of the mutual promises and agreements, and the rent reserved for herein, the LESSOR hereby leases to LESSEE and the LESSEE hereby leases from LESSOR the vehicle(s) set forth in paragraph 2 hereof, upon the terms and conditions herein set forth.
2. Description of the Vehicle(s) hereinafter referred to as the "Vehicle(s)":
 - Description: (TBD)
 - Serial number: (TBD)
3. LESSEE guarantees that this lease is for a minimum (TBD) beginning on or about (TBD), and ending on (TBD). The lease may be extended on a similar basis at the rate indicated below.
4. LESSEE agrees to pay LESSOR a fixed rental of (TBD) DOLLARS. (\$00), (TBD), per vehicle, and a delivery/pick-up charge of \$00, plus sales tax, payable in advance the first of each rental month, with the first month's payment due on or before delivery of the Vehicle(s). If applicable. All payments shall be made to LESSOR at 17051 Unit#1 Jean St., Fort Myers, FL 33967, or as otherwise directed by LESSOR in writing, and shall not be deemed to have been made until actually received by LESSOR.
5. LESSEE agrees that LESSEE shall bear all risk of loss or damage to the Vehicle(s) from any cause whatsoever and that the LESSEE will, upon expiration or termination of this lease, return all said Vehicle(s) to LESSOR in good working order, ordinary wear and tear excepted.
6. To the extent permitted by section 768.28, Florida Statutes, LESSEE agrees to defend, indemnify, and hold harmless LESSOR, its successors and assigns, and its agents, servants, and employees from and against any and all claims, demands, damages, actions or causes of action at law or in equity, asserted by third parties for bodily injuries, death or physical property damage, to the extent caused by LESSEE's negligent acts or omissions or willful misconduct.
7. LESSEE shall be responsible for routine maintenance including, but not limited to,
 - a) For electric Vehicles(s): Charging the Vehicle(s) and maintaining proper battery water levels.
 - b) For gas Vehicle(s): Maintaining proper oil level, and supplying a clean source of regular non-leaded gasoline for filling of the Vehicle(s). This includes any modification by LESSEE of the governor or throttle cable to increase the speed.
 - c) For all Vehicle(s): Maintaining proper tire pressure, changing flat tires, and keeping the Vehicles clean and orderly. Repair expense caused by abuse or negligent operation, or use of the Vehicle(s) for other than intended purposes, will be the responsibility of the LESSEE.
8. LESSOR shall perform maintenance and repairs of normal wear items as needed at no additional charge to LESSEE. Repair of flat tires due to normal wear is included; repair of flat tires due to abuse or puncture is not included and a charge will result to LESSEE.
9. LESSEE assumes responsibility for the safe housing for the Vehicle(s) indoors or under suitable cover. Ignition keys are to be removed from the Vehicle(s) when not in use. If the Vehicle(s) is electric, LESSEE shall provide enough electrical outlets for the proper charging of the batteries that are a part of the Vehicle(s) and LESSEE agrees to pay all costs of electricity.

**EXHIBIT D
VENDOR'S RENTAL AND LEASE FORMS**

10. Title to said Vehicle(s) (including chargers) shall, at all times, be and remain the sole and exclusive property of the LESSOR. LESSEE shall use the Vehicle(s) at the following address and may not remove the Vehicle(s) from the premises of the location below without permission of the LESSOR:

(TBD) _____

11. LESSEE shall, at its own expense, keep the Vehicle(s) fully insured or self-insured against loss, theft, damage, fire, destruction and vandalism, and public liability. LESSEE will provide a certificate of insurance to the LESSOR; and all such policies shall provide that the coverage there under may not be terminated without thirty (30) days prior written notice to LESSOR.
12. If LESSEE fails to pay when due any rent or other amount required under this lease, LESSEE shall pay to LESSOR a service charge of 5% of each delinquent amount, or \$10.00, whichever is greater, plus interest from the due date until paid at the rate of 1.5% per month. In the event of any litigation to collect the rent due hereunder, or to enforce any provision hereof, or arising out of the interpretation of any provision hereof, the prevailing party shall be entitled to a reasonable attorney's fee, including appellate fees.
13. LESSOR shall have the right, without judicial process, to withdraw the Vehicle(s) for default, insolvency, bankruptcy or failure to pay any rental payment promptly when due, whereupon LESSOR can enter the premises of LESSEE to take possession. In the event of such circumstances, LESSEE shall not be relieved of liability of past-due payments or other obligations under this lease agreement and shall pay to LESSOR all damages, which are agreed to be and shall be the total amount of all lease payments for the full term of the lease. LESSEE acknowledges that LESSOR may from time to time withdraw the Vehicle(s) for maintenance under this Agreement.
14. LESSEE agrees to collect and pay all Waste Disposal Fees payable under the laws governing the LESSEE's particular location, and hereby waives any responsibility of LESSOR to do so.
15. LESSOR shall have the right to assign this contract or mortgage Vehicle(s) without notice. LESSEE shall not have the right to assign this lease without the written consent of LESSOR.
16. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns.

IN TESTIMONY whereof, witness the signatures of the parties this _____ day of _____, 2016.

GOLF & ELECTRIC VEHICLES, INC.
LESSOR

By: _____
Date: _____
sdempsey@gevehicles.com

LESSEE
By: _____
Title: _____
Date: _____

17051 JEAN ST. UNIT#1 • FORT MYERS, FL. 33967 • 239-267-8555 FAX 239-267-9621
4811 E. TAMIAMI TR. UNIT#B • NAPLES FL. 34113 • 239-793-8882 FAX 239-793-1824