RESOLUTION NO. 2013 - 239

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 14-04 AND TO EXECUTE A LEASE AGREEMENT FOR EIGHTY GOLF CARTS WITH CHARGERS AND ONE UTILITY UNIT WITH CAGE

RECITALS

WHEREAS, the County desires to enter into a contract with Club Cars LLC for a 48-month lease of eighty golf carts with chargers and one utility unit with cage; and

WHEREAS, through the County's formal bid process, Club Cars LLC was selected as the most qualified respondent to provide the equipment referenced above; and

WHEREAS, the County seeks to enter into a legally sufficient agreement to lease such equipment.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator is authorized to award Bid No. 14-04 to Club Cars LLC for the lease of eighty golf carts with chargers and one utility unit with cage. The County Administrator or designee, is further authorized to execute a lease agreement in substantially the same format as the attached subject to legal review and approval by the Office of the County Attorney.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5 day of November, 2013.

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Chair

RENDITION DATE 11/7/13
ST. JOHNS COUNTY
PURCHASING DEPARTMENT
500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Wes Tucker, Director of Golf
FROM: Leigh Daniels, CPPB, Senior Buyer
SUBJECT: Transmittal of Bids Received for Bid No. 14-04, Lease of Eighty (80) Electric Golf Carts with Chargers Plus One (1) Utility Unit Equipped with Cage for Range Use
DATE: September 25, 2013

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval

Date 10-3-13
Budget Amount (39,200)
Account Funding Title GOLF CARTS TRADE-IN
Funding Charge Code 4430 56420
Award to Club Car LLC
Award Amount 246,471.84
To: Leigh Daniels, CPPB, Buyer III
From: Wes Tucker, Director of Golf
Subject: Bids for Cart/Bid No. 14-04
Date: October 1, 2013

After reviewing the three bids submitted for 14-04, I have found that CLUB CAR LLC pricing and equipment meets the minimum standards set forward in the original bid document; the pricing is the lowest on the combined items, and, the warranty offered is as outlined.

After discussions with the Office of Management and Budget I would like to go forward with the lease-purchase process to include the following items on a four-year lease-purchase.

Net purchase price of 80 carts with the trade of 83 carts
*selecting 48 month lease purchase with monthly payments of $4,951.20
$237,657.60

Net purchase price of one utility cart with cage
*selecting 48 month lease purchase with monthly payments of $183.63
$8,814.24

Total
$246,471.84

Total per Year $61,617.96

4900 Cypress Links Blvd., Elkton, Florida 32033 / (904)209-0352
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**Notes:**
- BID AWARDED DATE: TBA
- VAIAHVA GOLF CAR
- Club Car Inc.
- EZGO

**Terms and Conditions:**
- Item #1: Three EZ Go Carts
- Item #2: Premium Golf Cart Package

**Contact:**
- Telephone: 555-555-5555
- Email: golf@vailahvac.com

**Deadline:**
- Opening Date/Time: September 2, 2019, 3:00 PM
- Payment Due: October 14, 2019

**Bid Requirements:**
- Bidders must be registered with the County and have a current business license.

**Location:**
- St. Johns County

**Signatures:**
- [Signatures]

**Bid Tabulation:**
- [Details]
ST. JOHNS COUNTY, FLORIDA
OFFICIAL TOTAL BID FORM

TO: THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
DATE: SEPTEMBER 25, 2013

-BID PROPOSAL-

If awarded a Purchase Order on the basis of this proposal, the undersigned pledges to provide the equipment as specified in the Bid Proposal and County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

The following proposal is presented:

FOR: LEASE OF EIGHTY (80) ELECTRIC GOLF CARS WITH CHARGERS PLUS ONE (1) UTILITY UNIT EQUIPPED WITH CAGE FOR RANGE USE, PER ATTACHED SPECIFICATIONS:

BID ITEM #1: 36 Month Lease of Eighty (80) Electric Golf Carts with Chargers
Monthly Lease Price $ 6,484.80

36 Month Lease of One (1) Utility Unit Equipped with Cage for Range Use
Monthly case Price $ 240.48

BID ITEM #2: 48 Month Lease of Eighty (80) Electric Golf Carts with Chargers
Monthly Lease Price $ 4,951.20

48 Month Lease of One (1) Utility Unit Equipped with Cage for Range Use
Monthly case Price $ 183.63

OTBF 1
Bid No. 14-04  Official Total Bid Form for the Lease of Eighty (80) Electric Golf Carts with Chargers Plus One (1) Utility Unit Equipped with Cage For Range Use

BID ITEM #3:  A.) Trade in Credit of (83) Chargers $0 (must be with each trade in)

B.) Trade in Credit of (83) EZ Go ELECTRIC CARTS $95,450.00

INTEREST RATE: 2.77% for 36 months

DELIVERY DATE: 30 DAYS FROM ORDER DATE

I certify that the equipment presented in the above proposal meets or exceeds the County specifications and that I, the undersigned bidder, declare that I have carefully examined the specifications, terms and conditions of this bid and I am thoroughly familiar with its provisions and quality and type of coverage called for and bid herein. The undersigned further declares that he has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidder or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: CLUB CAR LLC

ADDRESS: 1151 N. KELLER Rd SUITE A

ORLANDO FL 32810

MINORITY OR WOMAN OWNED BUSINESS: NO

FEDERAL ID NO. OR SOCIAL SECURITY NO.: 13-3488925

SIGNATURE: DANNY ECKLES

(Typed or Printed Signature)

TITLE: TERRITORY MANAGER

DATE: 9/25/2013

TELEPHONE NO.: 904-838-4703

FAX NO.: 904-221-8669

EMAIL ADDRESS: DANNY-ECKLES@CLUBCAR.COM

OTBF 2
Bid No. 14-04  Official Total Bid Form for the Lease of Eighty (80) Electric Golf Carts with Chargers Plus One (1) Utility Unit Equipped with Cage For Range Use

Remarks to Bidder:

Bids must be submitted in TRIPlicate! Bids must be placed in an envelope, sealed and plainly marked SEALED BID NO. 14-04, LEASE OF EIGHTY (80) ELECTRIC GOLF CARTS WITH CHARGERS PLUS ONE (1) UTILITY UNIT EQUIPPED WITH CAGE FOR RANGE USE

The company name must be indicated on the envelope, also.

All bids must be signed manually by a responsible officer of your company in ink or indelible pencil.

If there are any exceptions to the bid proposal or specifications, please state here or on attached sheet.

Attachment “A” affidavit must be completed and attached to bid proposal.

An amortization schedule of lease payments must be attached to bid proposal.

A copy of the lease agreement to be reviewed by St. Johns County’s Attorney Office must be attached to bid proposal.

A copy of the warranty must be attached to bid proposal.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.
ATTACHMENT "A"

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Bidder shall attach to his bid a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA COUNTY OF DUVAL. Before me, the undersigned authority, personally appeared DANNY ECKLES who, being duly sworn, deposes and says he is TERRITORY MANAGER CLUB CAR LLC (Title) of CLUB CAR LLC (Firm) the bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 14-04, Lease of Eighty (80) Electric Golf Carts with Chargers plus One (1) Utility Unit Equipped with Cage for Range Use St. Johns County.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this firm’s bid on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Club Car LLC
(Bidder)

By DANNY ECKLES
TERRITORY MANAGER
>Title

Sworn and subscribe to before me this 16 day of SEPTEMBER 2013.

Notary Public

My Commission Expires: 1/27/14

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE & ATTACH THIS AFFIDAVIT TO EACH BID.
September 16, 2013

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 14-04, Lease of Eighty (80) Electric Golf Carts with Chargers Plus One (1) Utility Unit Equipped with Cage for Range Use

This Addendum #1 is issued for further bidder’s information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Questions:

1. Is there any payoff on the 83 trades?
   Answer: No, the County owns the 83 Golf Carts and Chargers for trade in.

2. Do you want a $1.00 buyout lease on the new cars?
   Answer: Yes

3. Can you confirm this is a true lease where you return the equipment at the end of the lease term?
   Answer: St. Johns County will own the Golf Carts after the lease period. Please see Scope of Work on specification page one for details.

4. Are you looking for strictly financing options or the equipment only? I can offer a proposal just for the financing of the carts.
   Answer: The County is looking for the equipment to lease with financing included.
Changes to the Specifications:

Misc:
Change windshield from one piece to a two piece windshield.

Change lease date and delivery date of equipment from January 2014 to November 2013. The County would like a November 15th delivery date of Golf Carts.

THE BID DUE DATE REMAINS September 25, 2013 AT 2 P.M.

Acknowledgment

Sincerely,

Leigh A. Daniels, CPPB
Senior Buyer

END OF ADDENDUM NO. 1
1. Strike and add the following under Instructions to Bidders:

23. If defective material, equipment or supplies are discovered, the vendor shall remove or make good such material, equipment or supplies without extra compensation per the terms of the applicable bidder’s warranty. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the vendor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. The vendor agrees to pay the costs of all test upon defective material, equipment or supplies or allow the cost to be deducted from any monies due him from the County.

31. It is mutually, understood and agreed that, if at any time, the Purchasing Department or designee shall be of the opinion that the contract, or any part thereof, is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory or that the contractor is willfully violating any of the condition or covenants of the agreement or is executing the same in bad faith, the Purchasing Agent or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice or letter to address given in proposal. If after three (3) working days of notification, the conditions are not corrected to the satisfaction of the Purchasing Agent, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the direct expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors or assigns, shall pay the amounts of such excess to the County on notice by the Purchasing Department or his designee of the excess due.

34. Prior to shipment contracts may be canceled by the County with or without cause on thirty (30) days advance written notice.

2. Strike and add the following under Specifications:

WARRANTY: Manufacturer and Vendor shall fully warrant all materials and equipment under the terms of this agreement, against poor and inferior quality, for a period of four (4) years from the date of final acceptance of the County. Time is of the essence to have all golf carts repaired and operating in a timely manner to minimize the disruption to County operations. The Bidder 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 Bidder for such Equipment, each of which is incorporated herein by reference.
OTHER THAN THOSE WARRANTIES SET FORTH HEREIN, THE BIDDER 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.

INDEMNITY: The Lessor shall indemnify, defend, and hold the County harmless from, and against, all claims and reasonable costs for injury to persons (including but not limited to death) and damages to third-party property to the extent associated with or stemming from Lessor's performance related to Bidder's negligent acts or omissions under this Agreement. Bidder's obligations under this indemnity shall not extend to damages caused by the County.

INSURANCE: The Certificate(s) shall clearly indicate the Lessor has obtained insurance of the type, amount, and classification as required by contract and the County shall be given 30 days prior written notice for any that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for general liability insurance all lines of coverage except Workers' Compensation and Professional Liability.

The Lessor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

LIMITATION OF LIABILITY

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

NOTwithstanding 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.

{Signature Page to Follow}
IN WITNESS WHEREOF, the parties have executed these Exceptions to the St. Johns County RFB #: 14-04 on this __________ day of __________________, 2013.

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

CLUB CAR, LLC

By: ____________________________

Its: ____________________________

Date: ____________________________

WITNESS:

_______________________________

Signature

_______________________________

Print/Type Name

ST. JOHNS COUNTY

By: ____________________________

Its: ____________________________

Date: ____________________________

WITNESS:

_______________________________

Signature

_______________________________

Print/Type
St Johns County 2014 36 mo

Compound Period ........ : Monthly
Nominal Annual Rate .... : 2.770 %

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St Johns County 48mo 2014

Compound Period ........ : Monthly
Nominal Annual Rate .... : 2.990 %

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St. Johns County Turf I DRE 36 mo 2014

Compound Period ........ : Monthly
Nominal Annual Rate .... : 2.770 %

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St. Johns County Turf I DRE 48 mo 2014

Compound Period ........ : Monthly
Nominal Annual Rate .... : 2.990 %

CASH FLOW DATA

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AMORTIZATION SCHEDULE - Normal Amortization

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| 16 04/01/2015 | 183.63 | 14.48 | 169.15 | 5,641.44 |
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DOCUMENTATION INSTRUCTIONS

The Instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT
   1. Bank Qualification Section
      - Read and check box if appropriate
   2. Lessee Signature
      - Complete and Sign

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE
   - Sign and date
   - Print name

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)
   - Sign and date
   - Print name
   - Type in Complete Equipment Description to include serial numbers and location addresses (if applicable).

IV. STATE SPECIFIC ADDENDA — (WHEN PROVIDED)
   Required for: AZ, AR, CO, FL, GA, KS, LA, MI, MN, Ne, NJ, NY, OH, TX and OK
   - Sign and/or Attest when required

V. ACCEPTANCE CERTIFICATE
   - Date the date of equipment acceptance and Sign

VI. 8038 OR GC — IRS FORM
   - In Box 2, Enter your Federal ID Number
   - Sign, date and write in Name and Title
   - 8038GC — Line 6 & 7 Enter Contact Name and Telephone Number
   - 8038 OR GC — Line 8 & 10 Enter Contact Name and Telephone Number
   - The enclosed 8038 or GC Form is a SAMPLE only. The actual 8038 or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in this manner to comply with Internal Revenue Service regulation.

VII. CERTIFICATE OF INSURANCE
   - Attach both Property and Liability Certificates of Insurance showing De Lage Landen Public Finance and/or its Assignee as "loss payee" and "additional insured", respectively.
   - THE CERTIFICATE MUST ALSO SHOW THE PHYSICAL ADDRESS WHERE THE EQUIPMENT WILL BE LOCATED.

VIII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING:
   - Original vendor invoice (if applicable)
   - Advance payment check made payable to De Lage Landen Public Finance (if applicable)
   - Copy of title/MSO listing De Lage Landen Public Finance &/or its Assignee as 1st lien holder (if applicable)

ALL DOCUMENTATION SHOULD BE RETURNED TO:
De Lage Landen Public Finance LLC
Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087
800-736-0220
Attention:
## TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and in its entirety. If you have any questions, you may ask about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "US" and "OUR" refer to the De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedules) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedules.

2. **NEXT.** This Lease is effective on the date that it is accepted and signed by US (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be extended by YOU for additional one year renewal terms ("Renewal Terms") concluding with YOUR budget year up to the total number of months indicated above at the full Lessee Term provided, however, that at the end of the Original Term and at the end of each Renewal Term until this Full Lessee Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Sections 6 or 17. Lease Payments will be due at such intervals and on such dates as are specified herein. After the Commencement Date, YOU must make all Lease Payments in full, and you agree to pay interest on all amounts due to US at the rate of 12% per annum or such lower rate as may be otherwise agreed upon by US, or in default of such agreement, in the judgment of US.
8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS ON ALTERATION.

The Equipment will be delivered to the Lessor and the Lessee, will remain at the Lessor's risk, and will be covered by insurance under the terms and conditions set forth in the insurance policy and the Equipment will remain in the condition it was received by the Lessee.

No modifications or alterations of the Equipment will be made without the written consent of the Lessor.

The Lessee agrees to permit the Lessor to inspect the Equipment at any reasonable time and place during the term of the Lease.

9. ASSIGNMENT, HOUSING, LIABLE, AFFIDAVIT, CANCELLATION, PLACEMENT, PERISHABLE, DISCOUNT, INDEMNITY.

The Lessee may not assign or transfer the Equipment, the Lease, or any interest in the Equipment without the written consent of the Lessor, and the Lessor shall have the right to designate the assignee or transferee.

The Equipment is not to be used for any purpose other than the purpose specified in the Lease.

The Equipment shall be delivered to the Lessee at the Lessee's expense and shall not be subject to any lien or security interest other than those created by this Lease.

10. INSURANCE.

The Lessee shall carry insurance on the Equipment in an amount equal to the replacement cost of the Equipment.

The Lessor shall have the option to purchase insurance on the Equipment and the Lessee shall reimburse the Lessor for the cost of such insurance.

11. DAMAGE.

The Lessee shall be liable for any loss or damage to the Equipment while it is in the Lessee's possession or control, except for normal wear and tear.

The Lessor shall be entitled to receive compensation for any loss or damage to the Equipment caused by the Lessee.

12. TERMINATION.

This Lease shall terminate upon the occurrence of an event of default, which shall include the failure to make any payment when due and the failure to cure any default within 30 days of written notice.

The Lessee shall pay all costs and expenses incurred by the Lessor in connection with the termination of the Lease, including reasonable attorneys' fees.

13. CHOICE OF LAW, JURY, TENDER, WAIVER.

This Lease shall be governed by and construed in accordance with the laws of the state where the Equipment is located.

The Lessee shall not be entitled to a jury trial and shall be required to arbitrate any disputes arising under this Lease.

The Lessor shall have the right to enforce this Lease and to recover any damages or losses incurred as a result of the Lessee's breach of this Lease.

The Lessee shall not be entitled to any setoff for any damages or losses incurred by the Lessor.

The Lessor shall have the right to terminate this Lease upon the occurrence of an event of default, which shall include the failure to make any payment when due and the failure to cure any default within 30 days of written notice.

The Lessee shall pay all costs and expenses incurred by the Lessor in connection with the termination of the Lease, including reasonable attorneys' fees.

The Lessee shall not be entitled to a jury trial and shall be required to arbitrate any disputes arising under this Lease.

The Lessee shall not be entitled to any setoff for any damages or losses incurred by the Lessor.
**ATTACHMENT 1**

**STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT**

**Lease Payment Schedule**

**LESSOR:** DE LAGE LANDEN PUBLIC FINANCE LLC

**LESSEE:**

**LEASE NUMBER:**

**LEASE DATE:** __________, 20____

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Selles tax of ____________ is included in the financed amount shown above.

**Lessee Signature:** SAMPLE

**Print Name:**

**Date:**

**Title:**

©2002 All Right Reserved. Printed in the U.S.A. 07FD00426 09/12
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**LESSEE Signature:** SAMPLE  
**Date:**

**Print Name:**

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BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for_________________________________________ to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: ______________________________________
Billing Address: ______________________________________

____________________________________________________
Attention: ___________________________________________ (Name of Individual who will process payments)
Telephone Number: __________________________________
Email Address: ________________________________________
FEDERAL ID#: _______________________________________
Primary Contact Name: __________________________________
Primary Contact Number: ________________________________

INSURANCE INFORMATION

Insurance Agent: ______________________________________
Policy Number: _______________________________________
Telephone Number: __________________________________
Fax Number: _________________________________________

This form completed by: _________________________________ (Name and Title)

CONTACT INFORMATION FOR 8038 FILINGS

Contact Name: _______________________________________
Title: _______________________________________________
Contact Address: _____________________________________
Contact Telephone Number: _____________________________
Email Address: _______________________________________

GF92012 All Rights Reserved. Printed in the U.S.A. 08FD001026 2/12
When To File
To file a separate return for a single issue, file Form 8038-GC on or before the 35th day of the month following the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B., 681. It is determined that the failure to file on time is due to a valid negligence, type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48," and ATTACH to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, invoices, or installment sale documents. See Where To File next.

Where To File
File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns and payments. These private delivery services include the following:

- DHL Express (DHL): DHL Same Day Service.

The private delivery service can also assist you in getting written proof of the mailing date.

Other Forms That May Be Required

For a tax-exempt governmental obligation with an issue price of $100,000 or more, use Form 8038-G.

Rounding to Whole Dollars
You may round the money items on this return as whole-dollar amounts. To do so, round any amount less than 50 cents and any amount from 50 cents and higher to the next higher dollar.

Definitions
Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified voluntary fire department under section 150(d).

Private activity bond. This includes an obligation issued as part of an issue in which:
1. More than 10% of the proceeds are to be used for any private activity business use, and
2. More than 10% of the payment is for interest on or of the obligation in either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property or borrowed money used for a private business use.

It also includes a bond the proceeds of which are to be used to trade or finance loans (other than loans described in section 141(b)(2)) to persons other than governmental units and in excess of 5% of the proceeds of $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year are to be treated as a single issue if the obligations are issued on or after the date on which the first maturities are to begin (generically, a "drawdown" or "on or after a date.

If a single issue is treated as a single issue as described above, obligations on the same issue are treated as part of the same issue for purposes of section 141(b)(2).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are described under section 141(b)(2) and are not private activity bonds, private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay the interest in lieu of rebating the arbitrage. The interest is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 141(b)(4)(C) and the instructions for Form 8038-G.

Specific Instructions
In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, information that is subsequently filled in on a consolidated return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all of the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the lessee is the issuer or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone, if you follow the instructions on Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer uses a P.O. box, show the box number instead of the
Paid Preparer

If an authorized representative of the issuer filled in the return, the paid preparer’s space should remain blank. Anyone who prepares the return but does not file the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a cashier, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign his name in the other blanks in the Paid Preparer’s Name only area of the return. A paid preparer cannot use a social security number in the Paid Preparer’s Name only box. The paid preparer must use a proper tax identification number (TIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer’s signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form: 4 hr., 46 min.
Preparing the form: 2 hr., 21 min.
Copying, assembling, and sending the form to the IRS: 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:WC:CAR:MP:T:1:MS, 111 Constitution Ave. NW, IR-6029, Washington, DC 20224. Do not send the form to this address. Instead, see Where To File.
De Lage Landen Public Finance LLC
1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of ____________________________, 20__, between De Lage Landen Public Finance LLC, as Lessor, and __________________, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(Signed)

Lessee

 SEAL

Print Name

LTT
If the customer is located in any of the following states, please make sure you also obtain a sample copy of their State specific addenda:

AR
AZ
CO
FL
GA
KS
LA
MI
MN
NC
NJ
NY
OH
OK
TX
FLORIDA ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LEASE NUMBER: ____________________________

LEASE DATE: ____________________________, 20________

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessees" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. Section 2 of the Lease is hereby amended by adding the following sentence:

"WE and YOU understand and intend that YOUR obligation to pay Lease Payments hereunder will constitute a current expense and will not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor will anything contained herein constitute a pledge of YOUR ad valorem tax revenues, funds or moneys. WE and YOU understand further that the use of the ad valorem taxing power to make Lease Payments cannot be compelled."

2. Section 5 of the Lease is hereby amended by adding the following language to the end of said Section:

Upon return of the Equipment to US, WE will use our best efforts to lease or sell that Equipment upon such terms as WE, in our reasonable judgment, deem prudent. WE will apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse OURSELVES for all costs associated with the taking, removing, holding, repairing and leasing or selling of that Equipment; (ii) second, to pay in OURSELVES an amount equal to the Purchase Price for that Equipment at the time of the termination of this Lease; (iii) third, to pay to OURSELVES the amount necessary to satisfy YOUR remaining obligations under this Lease; and (iv) fourth, to retain any amounts thereafter remaining to YOU. No deficiency will be allowed against YOU.

3. Section 6 of the Lease is hereby deleted and the following Section 6 is hereby inserted in lieu thereof:

6. TITLE. YOU lease title to the Equipment, provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title of US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. IF WE feel it is necessary, YOU agree to provide US with waivers of lien or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

4. Section 16 of the Lease is hereby amended by adding the following language to the end of said Section:

WE and YOU agree that there is no intention to create under this Lease a right to dispossess YOU involuntarily of the legal title to or the right of use of the Equipment. WE hereby irrevocably waives any right to specific performance of this covenant to transfer legal title to and return possession of the Equipment to US.

5. IF YOU ARE A COUNTY, YOU represent and covenant that (a) the Maximum Lease Term with respect to this Lease is greater than five years, Lease Payments under this Lease will be payable from sources other than ad valorem taxes, and (b) YOU represent and covenant that this Lease has been approved by YOUR Board of County Commissioners prior to the Commencement Date.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.
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, 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.

<table>
<thead>
<tr>
<th>VEHICLE MAIN FRAME</th>
<th>I2</th>
<th>I4</th>
<th>V4</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUSPENSION: Steering gear box, steering column, shocks, and leaf springs.</td>
<td>4 4 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAJOR ELECTRONICS: Onboard computer (OBC) (if so equipped), solid state speed controller, and battery charger.</td>
<td>4 4 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEEP CYCLE BATTERY: As measured by the controller, 25,000 amp hours or four years, whichever occurs first, for vehicles properly maintained with an authorized water deionizer and filter system, otherwise 30,000 amp hours or four years, whichever occurs first.</td>
<td>4 4 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PEDAL GROUP: Pedal group mechanical assembly, brake cluster assemblies, and brake cables.</td>
<td>4 4 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEATS: Seat bottom, seat back, and armrests.</td>
<td>4 4 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CANOPY SYSTEM: Canopy, rear canopy supports, drainage system and structural accessory module (SAM).</td>
<td>4 4 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POWERTRAIN: Gasoline engine, electric motor, MCR, gasoline and electric transaxle, starter generator, air intake, exhaust system, and torque converter (drive and driven).</td>
<td>3 3 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BODY GROUP: Body panels, front and rear underbody.</td>
<td>3 3 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALL REMAINING COMPONENTS: Solenoid, GCR, limit switches, voltage regulator, F&amp;R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.</td>
<td>2 2 2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 unbalanced strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including CLUB Car approved or non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decal (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. Abuse such as overcharging, underecharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.
2. Use of water in batteries, including tap water, containing impurities. Distilled water or a properly maintained, CLUB Car approved battery water conditioner and filter system should be used to ensure water quality.
3. Lack of proper maintenance such as preventive maintenance checks, proper rotation of Vehicles in fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner’s manual.
4. Damages caused by improper installation of the component.
5. Neglect, breakage, freezing, fire, explosion, vandalism, melted terminal posts, the addition 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 container, covers, or terminal post, or batteries used in applications for which they were not designed.
6. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
7. A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle owner’s manual. (Number of operational chargers must equal the number of operational vehicles.)
8. Improper storage of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
9. Failed semiconductor parts such as diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
10. Damaged charger DC cord sol. with plug, which is a wear item and subject to user abuse.
11. Use of gasoline containing more than 10% ethanol.

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 (if so equipped), 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 (if so equipped), 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, TRANSMISSION, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS IMMEDIATELY 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 is 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 during the applicable limited warranty period. CLUB CAR reserves the right to test and exchange 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.

WARRANTY TRANSFER
The original owner shall have the right to transfer any remaining warranty coverage to one subsequent purchaser only. For the original owner to transfer any remaining warranty coverage to a subsequent purchaser, the vehicle must be transferred by an Authorized Club Car Distributor or Dealer with the Warranty Department at Club Car. Such transfer must take place within the first three years of the original in service date of the vehicle.

*The Limited Lifetime section of the warranty coverage applies to the original purchaser or lease only, and the subsequent purchaser has a four-year coverage period based on the original in service date. No transfers of any remaining warranty coverage shall be permitted by any subsequent purchasers.

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.
WARRANTIES

CLUB CAR® LIMITED WARRANTY FOR TRANSPORTATION AND UTILITY 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.

<table>
<thead>
<tr>
<th>TO THE ORIGINAL OWNER ONLY (NON-TRANSFERABLE)</th>
<th>TERMS COVERED</th>
<th>HOURS/ENERGY UNITS COVERED</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIMITED TWO YEAR: Engine assembly, utilized transaxle assembly (gasoline vehicle), starter/generator (gasoline vehicle), motor, transaxle assembly (electric vehicle), main frame assembly, bed box hydraulic dump kit, cab assembly and doors, and Driving Range Protective Enclosure.</td>
<td>2 YEARS</td>
<td>2000</td>
</tr>
<tr>
<td>LIMITED ONE YEAR: Solenoid, MCR, limit switches, voltage regulators, F&amp;R switches, brake components, wiring harness, electrical switches, canopy systems, seats, pedal group assembly, body, portable refreshment center and all original equipment options and accessories supplied by CLUB CAR and all remaining components of the vehicle not specified otherwise.</td>
<td>1 YEAR</td>
<td>1000</td>
</tr>
<tr>
<td>6-VOLT BATTERY (STANDARD DUTY)</td>
<td>4 YEARS</td>
<td>18000</td>
</tr>
<tr>
<td>6-VOLT BATTERY (HEAVY DUTY)</td>
<td>4 YEARS</td>
<td>20000</td>
</tr>
<tr>
<td>8-VOLT BATTERY (STANDARD/HEAVY DUTY)</td>
<td>4 YEARS</td>
<td>10000</td>
</tr>
<tr>
<td>ONBOARD COMPUTER</td>
<td>4 YEARS</td>
<td>16000</td>
</tr>
<tr>
<td>CONTROLLER</td>
<td>4 YEARS</td>
<td>16000</td>
</tr>
<tr>
<td>BATTERY CHARGER</td>
<td>4 YEARS</td>
<td></td>
</tr>
</tbody>
</table>

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, installation of parts or accessories that are not original equipment including Club Car approved or 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:

1. Abuse such as overcharging, undercharging, improper fluid levels, use of contaminated water in batteries (See "Water Quality" in owner's manual), loose wiring and fasteners, or rusted or corroded hardware.
Warranties

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. Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition 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.

5. A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.

6. Every vehicle must have an operational charger on its own circuit. (Number of operational chargers must equal the number of operational vehicles.)

7. Vehicles charged by systems other than the CLUB CAR Charger.

8. Semiconductor parts such as diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.

9. Charger DC cord set with plug, which is a wear item and subject to user abuse.

10. Use of gasoline containing more than 10% ethanol.

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, TRANSAKEL, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKELY TO BE 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
BID NO: 14-04

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be accepted until 2:00 P.M. on September 25, 2013 by Leigh Daniels, CPPB, Buyer III, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, (904) 209-0154, for Lease of Eighty (80) Electric Golf Carts with Chargers Plus One (1) Utility Unit Equipped with Cage for Range Use. Bids will be opened promptly after the 2:00 p.m. deadline. Note: Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Any and all procurement questions shall be directed to Leigh Daniels, CPPB, Buyer III, St. Johns County Purchasing, phone number (904) 209-0154 or email ldaniels@sjcfl.us. The deadline for all questions shall be no later than 4:00 p.m., Monday, September 16, 2013.

Award and execution of this lease agreement is contingent upon Fiscal Year 14 budget approval by St. Johns County Board of County Commissioners and availability of funds. Funds will not be available until October 1, 2013.

Package request forms are available on DemandStar.com and requesting Document # 14-04. Additionally, document orders may be facilitated through Onvia DemandStar, Inc. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County’s site for download availability and any applicable fees. Vendors registered with Onvia DemandStar.com may visit www.demandstar.com to electronically download some documents.

Vendors shall not contact, lobby, or otherwise communicate with any St. Johns County employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per St. Johns County Purchasing Code 304.6.5 “Procedures Concerning Lobbying”. According to St. Johns County policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: ________________________________
   DEPUTY CLERK
ST. JOHNS COUNTY
PURCHASING DEPARTMENT

INSTRUCTIONS TO BIDDERS

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
   A. The ability, capacity and skill of bidder to perform required service.
   B. Whether bidder can perform service promptly or within specified time.
   C. The character, integrity, reputation, judgement, experience and efficiency of bidder.
   D. The performance of previous contracts with St. Johns County.
   E. The suitability of equipment of material for county use.
   F. The ability of bidder to provide future maintenance and parts service.

2. Payment terms are net thirty (30) days unless otherwise specified. Favorable terms, discounts may be offered and will be considered in determining low bids if they are deemed by the Purchasing Department advantageous to the County.

3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.

4. All requested information should be included in the bid envelope or your bid may not receive full consideration.

5. If anything of the bid request is not clear, you should contact the Purchasing Department immediately.

6. A bidder’s list is available at the Purchasing Office.

7. Quote all prices F.O.B. (Free On Board), our warehouse or as specified in bid documents.

8. Each proposal shall be clearly marked on the outside of the envelope with the following:
   A. Sealed Bid Number
   B. Name of Item Being Bid in Full
   C. Vendor name and address

9. No Responsibility will attach to any County representative or employee for the premature opening of bid not properly addressed or identified.

10. If only one (1) bid is received, the bid may be rejected and re-advertised.

11. Bids received late will not be accepted and the County will not be responsible for late mail delivery. However, should a bid be misplaced by the County and found later, will be considered.

12. Telephone and facsimile bid will not be acceptable in formal Sealed Bids openings.

13. Any bidder may request and shall receive a receipt showing the day and hour any bid is delivered to the appropriate office of the County from the personnel thereof.

14. All bidders must be recognized dealers in the materials of equipment specified and be qualified to advise in their application or use. A bidder may at any time be requested to satisfy the Purchasing Office and the County Administrator that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.

15. Any alterations, erasures, additions or omissions of required information or any changes of specifications or bidding schedule is done at risk of the bidder. Any bid will be rejected that has a substantial variation. For example, a variation that affects the price, quality or delivery date (when delivery is required by a specific time).

16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any samples submitted whenever it may be to the interest of the County to do so for the purpose of testing.

17. The County will reject any material, supplies or equipment that do not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.

18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications of advertisements is for the purpose of bidding ONLY. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.

20. Only the latest model equipment, as evidenced by the manufacturer’s current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.

21. The successful bidder on motor vehicle equipment shall be required to furnish with the delivery of the vehicle a certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.

22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.

23. All materials, equipment and supplies shall be subjected to rigid inspection under the immediate supervision of the Purchasing Department, its designee and/or the department to which they are delivered. If defective material, equipment or supplies are discovered, the vendor shall remove or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the vendor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. The vendor agrees to pay the costs of all test upon defective material, equipment or supplies or allow the cost to be deducted from any monies due him from the County.

24. Unless otherwise specified, the County reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of the County.

25. A contract may not be awarded to any corporation, firm or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County.

26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.

27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Administrator.

28. The County reserves the right to reject any or all bids or quotations, to waive any minor discrepancies in the bids for all bidders equally when deemed to be in the best interest of the County and to purchase any part, all or none of the materials, supplies or equipment specified.

29. Failure of the bidder to sign the bid or have the signature of any authorized representative or agent on the bid proposal in the space provided may be cause for rejection of the bid. Signature must be written in ink or indelible pencil. Typewritten or printed signatures will not be acceptable.

30. Any bidder may withdraw his bid at any time BEFORE the time set of opening of the bids. A bid may be withdrawn AFTER the bids are opened only with permission of the Purchasing Agent.

31. It is mutually understood and agreed that, if at any time, the Purchasing Department or designee shall be of the opinion that the contract, or any part thereof, is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory or that the contractor is willfully violating any of the condition or covenants of the agreement or is executing the same in bad faith, the Purchasing Agent or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice or letter to address given in proposal. If after three (3) working days of notification, the conditions are not corrected to the satisfaction of the Purchasing Agent, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the
contractor, his executors, administrators, successors or assigns, shall pay the amounts of such excess to the County on notice by the Purchasing Department or his designee of the excess due.

32. Any complaint from bidders relative to the invitation to bid or any attached specifications shall be made prior to the time of opening bids, otherwise, the bidder waives any such complaint.

33. A vendor writing specifications for the County may not be allowed to bid on that project.

34. Contracts may be canceled by the County with or without cause on thirty (30) days advance written notice.

35. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for St. Johns County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturday, Sunday and legal holidays) after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
SPECIFICATIONS
THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

SCOPE OF WORK:

To provide a Lease Agreement for St. Johns County on a three (3) year (36 months) or four (4) year (48 months) basis, with firm fixed pricing and no escalation cost for entire contract term. Upon the last payment the equipment will become property of St. Johns County at no other buy out cost. The Lease will be awarded to one vendor. The lease will being January 2014. All equipment must be delivered the beginning of January 2014.

Please provide an amortization schedule of lease payments with bid.

Please provide a copy of the lease agreement to be reviewed by St. Johns County's Attorney Office.

Please provide a copy of the warranty.

Award and execution of this lease agreement is contingent upon Fiscal Year 14 budget approval by St. Johns County Board of County Commissioners and availability of funds. Funds will not be available until October 1, 2013.

All items may not be leased depending availability of funds and execution of this lease is contingent upon budget approval by St. Johns County Board of County Commissioners.

MINIMUM SPECIFICATIONS

TO BE MANUFACTURER'S BASIC PRODUCTION MODEL EQUIPPED WITH ALL STANDARD EQUIPMENT LISTED IN THE MANUFACTURER'S LITERATURE IF NOT LISTED IN SPECIFICATIONS BELOW:

Load Capacity: Seating of (2) two persons with gross carrying weight of at least 800 lbs.

Power: 48 volt system with 2hp or more.

Batteries: To match power system.

Battery Charger: 120 Volt AC input-48-volt DC output with automatic compensating battery protection.

Speed Control: 250-amp solid-state controller.

Rear Axle Ratio: 12.44:1 Minimum.

Spec 1
Bid No: 14-04

**Brakes:** Rear wheel mechanical self-adjusting drum. Parking self-compensating single-point engagement.

**Suspension:** Leaf springs with front and rear shocks. Independent front suspension or the equal.

**Steering:** Self-compensating rack and pinion.

**Braking:** Self-adjusting drum with locking hill brake.

**Tires:** 18X8.5X8 standard (4-ply rated)

**Chassis & Body:** Welded Steel chassis, with fiber reinforced plastic or steel body. *(Must be impact resistant).*

**Dimensions:** 94” maximum length & 48” maximum width.

**Mise:**
- Color-Champagne/Beige
- (2) Divot repair bottles
- Four Cup Holder
- (2) Message holder
- Number & front club logo decals (installed)
- Scuff plates
- Sun canopy top
- Sweater basket
- Scorecard & pencil holder
- Floor mats & pedals (Wear Resistant)
- Side Rub rails
- Bagwell liner
- One piece windshield
- Bag Cover
- Single Point Watering System

**Trade In:**
- (83) Chargers
- (83) EZ Go Electric Carts

**Terms:** Three Year (36 month) Lease or Four (48 month) Year Lease.

Spec 2
Warranty: Factory Warranty -- with a minimum of four year warranty on battery or 21,500 amp hours starting from delivery date with the capability of providing thirty-six holes daily between charging.

Manufacturer and Vendor shall fully warrant all materials and equipment under the terms of this agreement, against poor and inferior quality, for a period of four (4) years from the date of final acceptance of the County. Time is of the essence to have all golf carts repaired and operating in a timely manner to minimize the disruption to County operations. While under warranty, manufacturer and vendor shall repair or replace inoperable materials or equipment in a timely manner.

ADDITION TO SPECIFICATIONS FOR UTILITY UNIT WITH CAGE FOR RANGE USE:

MINIMUM SPECIFICATIONS:

Power Supply
Power Source: Gas
Engine: 4-cycle, OHV, 351cc, single cylinder, air-cooled, pressure-lubricated
Horsepower: 11.0 rated
Governor: Automatic ground speed sensing, internally geared-in unitized transaxle
DriveUnit: Electronic w/electronic RPM limiter Unitized transaxle, helical gears
Electrical System: 12-volt, 500 cca 105 min. reserve

Steering/Suspension
Steering: Self-adjusting rack & pinion
Front Suspension: Independent leaf spring w/dual hydraulic shocks
Rear Suspension: Leaf springs w/dual hydraulic shocks
Brakes: Four-wheel mechanical drum

Frame/Chassis
Body Finish: Matching paint over molded in color
Light Package: Include Light Package
Trailer Hitch: Standard
Front Tires: 18 x 8.5-8, 6-ply rated, Premium tread
Rear Tires: 18 x 8.5-8, 6-ply rated, Extra-Traction tread
Instrumentation: Electronic fuel, gauge/hour meter, low-oil warning light
Bed Load Size
Cargo Box: 48.8" x 49.8" x 10.9" (15.3 ft3) 123.8 cm x 126.4 cm x 27.6 cm
Bed Load Capacity: 800 lb. (363.2 kg)
Vehicle Load Capacity: 1200 lb. (544.8 kg)
Tread: 34.5"/38.5" (87.6 cm/97.8 cm)

Spec 3
Bid No: 14-04

Forward Speed: 14-16 mph (22.5-25.7 kph)

1) Equipped with range cage and front picking connections.

**Warranty**

Vehicle Warranty: 2-year limited

The successful bidder shall be responsible for delivery of the vehicle in first class operating condition. Pre-delivery service shall include but not be limited to the following:

1. Complete Lubrication
2. Filling Crank Case with Oil
3. Adjustment of Engine to Proper Operating Condition
4. Inflate tires to proper pressure
5. Careful check to assure operation of all features
6. Front end alignment and wheels balanced
7. Unnecessary tags, stickers, paper, etc. to be removed and areas cleaned
8. Carts must be delivered topped or topped by vendor upon delivery.

**Indemnity** The Lessor shall indemnify, defend, and hold the County harmless from, and against, all claims and reasonable costs associated with or stemming from Lessor's performance under this Agreement.

**Insurance**

The Lessor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Lessor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Lessor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Lessor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084
Bid No: 14-04

The Lessor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate, to protect the Lessor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Lessor or by anyone directly employed by or contracting with the Lessor.

The Lessor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

The Lessor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $300,000 combined single limit for bodily injury and property damage liability to protect the Lessor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Lessor or by anyone directly or indirectly employed by a Lessor.

The Lessor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

TERMS: Net 30 Days

DELIVERY: F.O.B. St. Johns County Golf Course
4900 Cypress Links Blvd
Elkton, FL 32033

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.