

13**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS***Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting***2/1/2022****BCC MEETING DATE****TO:** Hunter S. Conrad, County Administrator**DATE:** January 5, 2022**FROM:** Jaime Locklear, Asst. Director Purchasing**PHONE:** 904 209-0158**SUBJECT OR TITLE:** 22-16 Lease of Golf Carts with Chargers & Fleet Management System**AGENDA TYPE:** Consent Agenda, Contract, Resolution**BACKGROUND INFORMATION:**

SJC Purchasing solicited sealed bids from qualified and experienced firms to lease eighty (80) golf carts w/chargers & fleet management system for the St. Johns Golf Club for the purpose of replacing the existing golf carts now in use that are nearing the end of their lease. The Bid was advertised in accordance with the County Purchasing Policy. Three (3) firms submitted Bid proposals, with the lowest, responsive, responsible bid being submitted by Yamaha Golf-Car Company at a Total Bid Price of \$732,480.00, which includes the Lease Price and Bid Alternate #1, fleet management system. Staff recommends Board approval to award Bid No: 22-16; Lease of Golf Carts w/Chargers & Fleet Management System and execute a lease agreement with Yamaha Golf-Car Company at a Total Bid Price of \$732,480.00. Contingent on contract approval, request for Golf Course Reserve Transfer from 4434-59920 to 4436-57101 Lease Principal \$13,137 and 4436-57201 Lease Interest \$2,124 for first payment due date of 9/28/2022. Future years lease payments will be included in the annual budget process, starting in FY 23.

1. IS FUNDING REQUIRED? Yes**2. IF YES, INDICATE IF BUDGETED.** Yes**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:****INDICATE FUNDING SOURCE:** 4436-57101 (Lease Debt Service)**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2022-_____, authorizing the County Administrator, or his designee, to award Bid No: 22-16; Lease of Golf Carts w/ Chargers & Fleet Management System to Yamaha Golf-Car Company as the lowest, responsive, responsible bidder, and to execute a lease agreement in substantially the same form and format as attached hereto as specified in Bid No. 22-16 at a Total Bid Price of \$732,480.00.

For Administration Use Only:**Legal:** Jalisa Ferguson 1/14/2022**OMB:** DC 1/19/2022**Admin:** Sarah Taylor 1/19/2022

RESOLUTION NO. 2022 - _____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 22-16; LEASE OF GOLF CARTS, CHARGERS AND FLEET MANAGEMENT SYSTEM TO YAMAHA GOLF-CAR COMPANY AS THE LOWEST, RESPONSIVE RESPONSIBLE BIDDER, AND TO EXECUTE A LEASE AGREEMENT FOR THE SPECIFIED GOLF CARTS AND EQUIPMENT.

RECITALS

WHEREAS, the County's current golf carts have reached the end of their useful lifespan, and are currently out of warranty, which effects the costs for maintenance and upkeep. As such, the County procured a new lease for Golf Carts with Chargers and Fleet Management System so that when the newly renovated Golf Course re-opens, there are available, working golf carts in good condition for patrons to use; and

WHEREAS, through the County's formal Bid process, Yamaha Golf-Car Company was the lowest, responsive, responsible bidder; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed lease agreement (attached hereto, an incorporated herein) and finds that leasing the new golf carts serves a public purpose.

WHEREAS, the final lease agreement will be in substantial conformance with the attached draft lease agreement.

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, or designee, is hereby authorized to award Bid No: 22-16; Lease of Golf Carts, Chargers & Fleet Management System to Yamaha Golf-Car Company as the lowest, responsive, responsible bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute a lease agreement in substantially the same form and format as the attached draft to lease the golf carts and equipment as specifically provided in Bid No: 22-16.

Section 4. 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, on this ____ day of _____, 2022.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
Henry Dean, Chair

**ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller**

By: _____
Deputy Clerk



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

January 5, 2022

ST. JOHNS COUNTY PURCHASING
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FL 32084

Dear Yamaha Customer:

Enclosed you will find the documentation for your conditional sale purchase of 80-DR2E AC
Yamaha golf cars. The documents enclosed in the package include the following:

Conditional Sale Agreement
Equipment Schedule #210047
Request for Insurance
Certificate of Acceptance
Invoice For First Payment
ACH Form Required___ Optional___^x
OTHER_____Municipal Amortization Schedule

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our
fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required
please include a signed statement on official city letterhead stating that a purchase order will not be required for this
transaction.

We appreciate your business and look forward to the opportunity to service your financing needs. If you should have any
questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey



CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT (this "Agreement") dated as of January 5, 2022 by and between Yamaha

Motor Finance Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue,

Cypress, California 90630 and ST. JOHNS COUNTY PURCHASING (hereinafter

call "Purchaser") having its principal office and place of business at _____

500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on any Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller, for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. **DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.**

4.1 **Delivery and Acceptance of the Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment.

In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Seller. OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, NON-INTERFERENCE AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES SUFFERED BY PURCHASER OR

ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

5. **TITLE AND ASSIGNMENT.**

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or any Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

5.3 **Assignment by Seller.**

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, or pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, in whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed and such assignee shall be thereafter considered the Seller for all purposes under this Agreement.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

6. **TAXES AND FEES.**

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to any Equipment Schedule (excepting only Federal, state and local taxes solely based on or measured by the net income of Seller).

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.

7.1 Care, Use and Maintenance. Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

7.2 Alterations and Attachments. Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; **provided, however,** that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

8. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrants to Seller that with respect to the Agreement and each Equipment Schedule:

(a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate or other action.

(b) The individual executing such was duly authorized to do so.

(c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.

(e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

9. DELIVERY OF EQUIPMENT. Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

10. INDEMNITY. Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

11. RISK OF LOSS. Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with a loss payee certificate of insurance.

12. DEFAULT. Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

(a) Failure by Purchaser to pay Seller any installment payment or other amount payable by Purchaser to Seller under this Agreement and/or any Equipment Schedule as and when the same becomes due and payable; or

(b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or any Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or.

(c) Any representation or warranty made by Purchaser in an Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

13. REMEDIES. Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or an Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

14. MISCELLANEOUS.

14.1 No Waiver. No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

14.2 Binding Nature. This Agreement and the Equipment Schedule shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

14.3 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

14.4 Severability. In the event any one or more of the provisions of this Agreement and/or an Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5 Signed Counterparts. The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

14.6 Registration and License. Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes

shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

14.7 Involuntary Transfer Constitutes Default.

Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

14.8 Statute of Limitations.

Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

14.9 Entire Agreement.

Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in an Equipment Schedule and that this Agreement and such Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor any Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. Each Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

ST. JOHNS COUNTY PURCHASING

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By: _____

By: _____

Print Name: _____

Print Name: Jeff Young

Title: _____

Title: President

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of ST. JOHNS COUNTY PURCHASING (the "Company"), to negotiate, execute and deliver the Conditional Sale Agreement dated as of January 5, 2022, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and [Yamaha Motor Finance Corporation, U.S.A.]; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this _____ day of _____, _____.

SEAL

Secretary

CONDITIONAL SALE EXHIBIT A

EQUIPMENT SCHEDULE # 210047

Dated **January 5, 2022**

1. This Schedule covers the following property ("Equipment"):

80-DR2E AC GOLF CARS

2. Location of Equipment:

ST JOHNS GOLF CLUB

4900 CYPRESS LINKS BLVD

ELKTON, FL 32033

3. The Terms for the Equipment described herein shall commence on September 28, 2022 and shall consist of 49 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ \$0.00

5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

49 MONTHLY PAYMENTS (APPLICABLE TAXES TO BE BILLED).

STARTING SEPTEMBER 2022 AND ENDING SEPTEMBER 2026. DUE THE 28TH DAY OF THE MONTH AS FOLLOWS:

Sep-22 \$12,460.00	Jan-23 \$12,460.00	Jan-24 \$12,460.00	Jan-25 \$12,460.00	Jan-26 \$12,460.00
Oct-22 \$12,460.00	Feb-23 \$12,460.00	Feb-24 \$12,460.00	Feb-25 \$12,460.00	Feb-26 \$12,460.00
Nov-22 \$12,460.00	Mar-23 \$12,460.00	Mar-24 \$12,460.00	Mar-25 \$12,460.00	Mar-26 \$12,460.00
Dec-22 \$12,460.00	Apr-23 \$12,460.00	Apr-24 \$12,460.00	Apr-25 \$12,460.00	Apr-26 \$12,460.00
	May-23 \$12,460.00	May-24 \$12,460.00	May-25 \$12,460.00	May-26 \$12,460.00
	Jun-23 \$12,460.00	Jun-24 \$12,460.00	Jun-25 \$12,460.00	Jun-26 \$12,460.00
	Jul-23 \$12,460.00	Jul-24 \$12,460.00	Jul-25 \$12,460.00	Jul-26 \$12,460.00
	Aug-23 \$12,460.00	Aug-24 \$12,460.00	Aug-25 \$12,460.00	Aug-26 \$12,460.00
	Sep-23 \$12,460.00	Sep-24 \$12,460.00	Sep-25 \$12,460.00	Sep-26 \$80.00
	Oct-23 \$12,460.00	Oct-24 \$12,460.00	Oct-25 \$12,460.00	
	Nov-23 \$12,460.00	Nov-24 \$12,460.00	Nov-25 \$12,460.00	
	Dec-23 \$12,460.00	Dec-24 \$12,460.00	Dec-25 \$12,460.00	

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$0.00

7. Other Terms:

Interest Factor: 4.3 %

Yamaha Motor Corporation, U.S.A., Seller and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Agreement. Maintenance and service are the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Agreement shall not relieve Purchaser of the responsibilities under the Agreement.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated January 5, 2022
All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule .

ST. JOHNS COUNTY PURCHASING

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By _____
Signature

By _____
Signature

Name: _____
Type or Print

Name: Jeff Young
Type or Print

Title: _____

Title: President

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS_CFInsurance@yamaha-motor.com

NAME OF INSURANCE AGENT:

January 5, 2022

ADDRESS:

Please Reference our Quote# 210047

PHONE:

FAX:

RE: **ST JOHNS GOLF CLUB**

(Customer) Account #

The Customer has purchased and will be financing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., It's successors and assigns as **LOSS PAYEE.**

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A

Attn: Commercial Finance Group
6555 Katella Ave
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

ST. JOHNS COUNTY PURCHASING

(Customer)

80-DR2E AC GOLF CARS

Equipment Location:

4900 CYPRESS LINKS BLVD

ELKTON, FL 32033

By:

(Signature of Authorized Officer)

Title:

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule # 210047
dated January 5, 2022 to the Conditional Sale Agreement dated
January 5, 2022 between Yamaha Motor Finance Corporation, U.S.A.
(the "Seller") and ST. JOHNS COUNTY PURCHASING
(the "Purchaser").

The Purchaser hereby certifies that the Equipment set forth below, as also described in the above
Equipment Schedule, has been delivered and accepted by the Purchaser on the Commencement
Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
80-DR2E AC GOLF CARS		see attachment	NEW	ST JOHNS GOLF CLUB 4900 CYPRESS LINKS BLVD ELKTON, FL 32033

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of
the Equipment.

ST. JOHNS COUNTY PURCHASING

as Purchaser

By: _____
Name: _____
Title: _____



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 210047

Date Prepared: 01/5/2022

ST. JOHNS COUNTY PURCHASING
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FL 32084

<i>Due Date</i>	<i>Quote No</i>	<i>Description</i>	<i>Amount Due</i>
	210047	80-DR2E AC GOLF CARS for Municipal Conditional Sale Cars located at: ST JOHNS GOLF CLUB	
09/28/2022		Payment	\$12,460.00
		Payment Tax	\$0.00
YOUR ACCOUNT BALANCE IS -----			\$12,460.00

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 210047

Date Prepared: 01/5/2022

Payment for:

ST. JOHNS COUNTY PURCHASING
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FL 32084

210047 1ber

Amount Paid

Date Paid

Check Number

ACH / ONLINE PAYMENTS AGREEMENT

RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.

2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.

3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.

4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.

5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.

7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name ST. JOHNS COUNTY PURCHASING

Customer Number 144

Contact Phone Number _____

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

- ☐ Checking Account or
☐ Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

☐ Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) _____ (Please Print)

Position(s) _____ (Please Print)
(must be an owner or officer of the company)

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
Or Fax to 714-761-7363



AMORTIZATION SCHEDULE FOR CONDITIONAL SALE CONTRACT

PURCHASER : ST JOHNS GOLF CLUB

EQUIPMENT SCHEDULE # 210047

FINANCIAL SERVICES

ST JOHNS GOLF CLUB

Yield:4.200%

Initialed By _____

Mon #	Due Date	Payment	Interest	Principal/ Adjustment	Balance
				Total Financed	551,648.95
1	09/28/2022	12,460.00	1,849.67	10,610.33	541,038.62
2	10/28/2022	12,460.00	1,814.09	10,645.91	530,392.71
3	11/28/2022	12,460.00	1,778.40	10,681.60	519,711.11
4	12/28/2022	12,460.00	1,742.58	10,717.42	508,993.70
5	01/28/2023	12,460.00	1,706.65	10,753.35	498,240.34
6	02/28/2023	12,460.00	1,670.59	10,789.41	487,450.94
7	03/28/2023	12,460.00	1,634.42	10,825.58	476,625.35
8	04/28/2023	12,460.00	1,598.12	10,861.88	465,763.47
9	05/28/2023	12,460.00	1,561.70	10,898.30	454,865.17
10	06/28/2023	12,460.00	1,525.16	10,934.84	443,930.32
11	07/28/2023	12,460.00	1,488.49	10,971.51	432,958.81
12	08/28/2023	12,460.00	1,451.70	11,008.30	421,950.52
13	09/28/2023	12,460.00	1,414.79	11,045.21	410,905.31
14	10/28/2023	12,460.00	1,377.76	11,082.24	399,823.07
15	11/28/2023	12,460.00	1,340.60	11,119.40	388,703.67
16	12/28/2023	12,460.00	1,303.32	11,156.68	377,546.99
17	01/28/2024	12,460.00	1,265.91	11,194.09	366,352.90
18	02/28/2024	12,460.00	1,228.38	11,231.62	355,121.27
19	03/28/2024	12,460.00	1,190.72	11,269.28	343,851.99
20	04/28/2024	12,460.00	1,152.93	11,307.07	332,544.92
21	05/28/2024	12,460.00	1,115.02	11,344.98	321,199.94
22	06/28/2024	12,460.00	1,076.98	11,383.02	309,816.92
23	07/28/2024	12,460.00	1,038.81	11,421.19	298,395.73
24	08/28/2024	12,460.00	1,000.52	11,459.48	286,936.24
25	09/28/2024	12,460.00	962.09	11,497.91	275,438.34
26	10/28/2024	12,460.00	923.54	11,536.46	263,901.88
27	11/28/2024	12,460.00	884.86	11,575.14	252,326.74
28	12/28/2024	12,460.00	846.05	11,613.95	240,712.78
29	01/28/2025	12,460.00	807.11	11,652.89	229,059.89
30	02/28/2025	12,460.00	768.03	11,691.97	217,367.92
31	03/28/2025	12,460.00	728.83	11,731.17	205,636.75
32	04/28/2025	12,460.00	689.50	11,770.50	193,866.25
33	05/28/2025	12,460.00	650.03	11,809.97	182,056.28
34	06/28/2025	12,460.00	610.43	11,849.57	170,206.71
35	07/28/2025	12,460.00	570.70	11,889.30	158,317.41
36	08/28/2025	12,460.00	530.84	11,929.16	146,388.25
37	09/28/2025	12,460.00	490.84	11,969.16	134,419.09
38	10/28/2025	12,460.00	450.71	12,009.29	122,409.79
39	11/28/2025	12,460.00	410.44	12,049.56	110,360.23
40	12/28/2025	12,460.00	370.04	12,089.96	98,270.27
41	01/28/2026	12,460.00	329.50	12,130.50	86,139.77
42	02/28/2026	12,460.00	288.83	12,171.17	73,968.59
43	03/28/2026	12,460.00	248.02	12,211.98	61,756.61
44	04/28/2026	12,460.00	207.07	12,252.93	49,503.68
45	05/28/2026	12,460.00	165.99	12,294.01	37,209.66
46	06/28/2026	12,460.00	124.76	12,335.24	24,874.42
47	07/28/2026	12,460.00	83.40	12,376.60	12,497.83
48	08/28/2026	12,460.00	41.91	12,418.09	79.73
Totals:		598,080.00	46,510.78	551,569.22	



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

January 5, 2022

ST. JOHNS COUNTY PURCHASING
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FL 32084

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 80-YAMATRACK UNITS
Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule #210048
Request for Insurance
Certificate of Acceptance
Invoice For First Payment
OTHER Municipal Amortization

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our
fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required
please include a signed statement on official city letterhead stating that a purchase order will not be required for this
transaction.

We appreciate your business and look forward to the opportunity to service your leasing needs. If you should have any
questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey
Yamaha Motor Finance Corporation



YAMAHA

Commercial Finance

MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated January 5, 2022, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **ST. JOHNS COUNTY PURCHASING** having its principal office at 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.
11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.
12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.
13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.
14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).
15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:
- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
 - (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
 - (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
 - (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
 - (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
 - (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.
16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:
- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
 - (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
 - (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
 - (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Lessee shall not transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

ST. JOHNS COUNTY PURCHASING

as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: _____

By: _____

Print Name: _____

Print Name: Jeff Young

Title: _____

Title: President

EXHIBIT A**EQUIPMENT SCHEDULE # 210048****Dated 01/05/2022**

1. This Schedule covers the following property ("Equipment"):
- 80-YAMATRACK UNITS**
2. Location of Equipment:
- ST JOHNS GOLF CLUB**
4900 CYPRESS LINKS BLVD
ELKTON, FL 32033
3. The Lease term for the Equipment described herein shall commence on September 28, 2022 and shall consist of 48 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
48 MONTHLY PAYMENTS IN THE AMOUNT OF \$2,800.00 (APPLICABLE TAXES TO BE BILLED).

STARTING SEPTEMBER 2022 AND ENDING AUGUST 2026. DUE THE 28TH DAY OF THE MONTH AS FOLLOWS:

Sep-22 \$2,800.00	Jan-23 \$2,800.00	Jan-24 \$2,800.00	Jan-25 \$2,800.00	Jan-26 \$2,800.00
Oct-22 \$2,800.00	Feb-23 \$2,800.00	Feb-24 \$2,800.00	Feb-25 \$2,800.00	Feb-26 \$2,800.00
Nov-22 \$2,800.00	Mar-23 \$2,800.00	Mar-24 \$2,800.00	Mar-25 \$2,800.00	Mar-26 \$2,800.00
Dec-22 \$2,800.00	Apr-23 \$2,800.00	Apr-24 \$2,800.00	Apr-25 \$2,800.00	Apr-26 \$2,800.00
	May-23 \$2,800.00	May-24 \$2,800.00	May-25 \$2,800.00	May-26 \$2,800.00
	Jun-23 \$2,800.00	Jun-24 \$2,800.00	Jun-25 \$2,800.00	Jun-26 \$2,800.00
	Jul-23 \$2,800.00	Jul-24 \$2,800.00	Jul-25 \$2,800.00	Jul-26 \$2,800.00
	Aug-23 \$2,800.00	Aug-24 \$2,800.00	Aug-25 \$2,800.00	Aug-26 \$2,800.00
	Sep-23 \$2,800.00	Sep-24 \$2,800.00	Sep-25 \$2,800.00	
	Oct-23 \$2,800.00	Oct-24 \$2,800.00	Oct-25 \$2,800.00	
	Nov-23 \$2,800.00	Nov-24 \$2,800.00	Nov-25 \$2,800.00	
	Dec-23 \$2,800.00	Dec-24 \$2,800.00	Dec-25 \$2,800.00	

5. Interest Factor: 4.2 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 01/05/2022 between the parties(the"Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: ST. JOHNS COUNTY PURCHASING**LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**

By : _____

By : _____

Signature

Name: _____

Name: Jeff Young

Type or Print

Title: _____

Title: President

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS_CFInsurance@yamaha-motor.com

NAME OF INSURANCE AGENT:

January 5, 2022

ADDRESS: _____

Please Reference our Quote# 210048

PHONE: _____

FAX: _____

RE: ST JOHNS GOLF CLUB

(Customer) Account # _____

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Attn: Commercial Finance Group
6555 Katella Ave
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

80-YAMATRACK UNITS

ST. JOHNS COUNTY PURCHASING

(Customer)

Equipment Location:

4900 CYPRESS LINKS BLVD

ELKTON, FL 32033

By: _____

(Signature of Authorized Officer)

Title: _____

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 210048
dated January 5, 2022 to the Master Lease Agreement dated
January 5, 2022 between Yamaha Motor Finance Corporation, U.S.A.
(the "Lessor") and ST. JOHNS COUNTY PURCHASING
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
80-YAMATRACK UNITS		See Attachment	NEW	ST JOHNS GOLF CLUB 4900 CYPRESS LINKS BLVD ELKTON, FL 32033

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

ST. JOHNS COUNTY PURCHASING

as Lessee

By: _____

Name: _____

Title: _____



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 210048

Date Prepared: 01/5/2022

ST. JOHNS COUNTY PURCHASING
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FL 32084

<i>Due Date</i>	<i>Quote No</i>	<i>Description</i>	<i>Amount Due</i>
	210048	80-YAMATRACK UNITS for Municipal Lease Cars located at: ST JOHNS GOLF CLUB	
09/28/2022		Payment	\$2,800.00
		Payment Tax	\$0.00
YOUR ACCOUNT BALANCE IS -----			\$2,800.00

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 210048

Date Prepared: 01/5/2022

Payment for:

ST. JOHNS COUNTY PURCHASING
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FL 32084

210048 1ber

Amount Paid

Date Paid

Check Number



FINANCIAL SERVICES

AMORTIZATION SCHEDULE FOR MUNICIPALITY

MUNICIPAL LEASE AGREEMENT

LESSEE : ST JOHNS GOLF CLUB

EQUIPMENT SCHEDULE # 210048

ST JOHNS GOLF CLUB

Yield:4.200%

Initialed By _____

Mon #	Due Date	Payment	Interest
1	09/28/2022	2,800.00	273.35
2	10/28/2022	2,800.00	268.09
3	11/28/2022	2,800.00	262.82
4	12/28/2022	2,800.00	257.54
5	01/28/2023	2,800.00	252.23
6	02/28/2023	2,800.00	246.91
7	03/28/2023	2,800.00	241.56
8	04/28/2023	2,800.00	236.20
9	05/28/2023	2,800.00	230.83
10	06/28/2023	2,800.00	225.43
11	07/28/2023	2,800.00	220.02
12	08/28/2023	2,800.00	214.58
13	09/28/2023	2,800.00	209.13
14	10/28/2023	2,800.00	203.67
15	11/28/2023	2,800.00	198.18
16	12/28/2023	2,800.00	192.67
17	01/28/2024	2,800.00	187.15
18	02/28/2024	2,800.00	181.61
19	03/28/2024	2,800.00	176.05
20	04/28/2024	2,800.00	170.47
21	05/28/2024	2,800.00	164.87
22	06/28/2024	2,800.00	159.25
23	07/28/2024	2,800.00	153.62
24	08/28/2024	2,800.00	147.96
25	09/28/2024	2,800.00	142.29
26	10/28/2024	2,800.00	136.60
27	11/28/2024	2,800.00	130.89
28	12/28/2024	2,800.00	125.15
29	01/28/2025	2,800.00	119.40
30	02/28/2025	2,800.00	113.63
31	03/28/2025	2,800.00	107.85
32	04/28/2025	2,800.00	102.04
33	05/28/2025	2,800.00	96.21
34	06/28/2025	2,800.00	90.36
35	07/28/2025	2,800.00	84.50
36	08/28/2025	2,800.00	78.61
37	09/28/2025	2,800.00	72.70
38	10/28/2025	2,800.00	66.78
39	11/28/2025	2,800.00	60.83
40	12/28/2025	2,800.00	54.87
41	01/28/2026	2,800.00	48.88
42	02/28/2026	2,800.00	42.88
43	03/28/2026	2,800.00	36.85
44	04/28/2026	2,800.00	30.80
45	05/28/2026	2,800.00	24.74
46	06/28/2026	2,800.00	18.65
47	07/28/2026	2,800.00	12.54
48	08/28/2026	2,800.00	6.42
Totals:		88,320.00	6,878.66



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

November 18, 2021

RE: Bid No: 22-16; Lease of Golf Carts, Chargers, and Fleet Management System

Please be advised that the Purchasing Division of St. Johns County is issuing this notice of its Intent to Award a contract to E-Z-Go as the lowest responsive, responsible bidder for Bid No: 22-16; Lease of Golf Carts, Chargers, and Fleet Management System. This notice will remain posted until 12:00PM, Tuesday, November 23, 2021.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Division receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to Malinda "Jordy" Fusco, MA, CPM Procurement Coordinator at mfusco@sjcfl.us

Sincerely,

St. Johns County

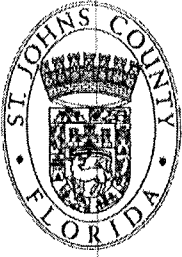
Board of County Commissioners

A handwritten signature in blue ink, appearing to read "Leigh A. Daniels", is written over a horizontal line.

County Representative Signature

Date: 11/18/21

Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

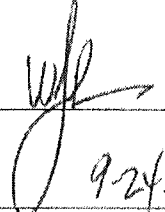
TO: Wes Tucker, PGA
Director of Golf

FROM: Malinda "Jordy" Fusco, Procurement Coordinator

SUBJECT: Bid No: 22-16; Lease of Golf Carts w/Chargers & Fleet Management System

DATE September 21, 2021

By signing below, you acknowledge receipt of the final documents for the above referenced solicitation, and approve the advertisement of this Bid, as it has been provided. Budget must be in place before the project will be advertised.

Approval: 

Date: 9-24-2021

Budget Amount: 80 CARS & CHARGERS 1008,000-
80 FLEET MANAGEMENT SYSTEMS 112,000-

GL # and/or Project #: 4434-57101

TOTAL 720,000

ST. JOHNS COUNTY
BID TABULATION

BID TITLE

Lease of Golf Carts w/Chargers & Fleet Management System

BID NUMBER

22-16

OPENING DATE/TIME

November 10, 20212:00 PM

POSTING DATE/TIME

11/19/2112:00 P.M.

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
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.

OPENED BY

Jordy Fusco

TABULATED BY

David Pyle

VERIFIED BY

Jordy Fusco

REVISED 11/19/21

PAGE (S) 1 of 1

BIDDERS	LEASE PRICE	BID ALTERNATE #1 FLEET MANAGEMENT SYSTEM	TOTAL LEASE PRICE + FLEET MANAGEMENT SYSTEM				
E-Z-Go	\$613,171.20	\$156,249.60	\$769,420.80				
Club Car	\$583,756.80	\$157,440.00	\$741,196.80				
Yamaha Golf-Car Company	\$598,080.00	\$134,400.00	\$732,480.00				

BID AWARD DATE - _____

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 22-16

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

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

DATE SUBMITTED: 11/10/2021

BID PROPOSAL OF

Yamaha Golf-Car Company

Full Legal Company Name

1270 Chastain Road NW Kennesaw, GA 30144

Mailing Address

813-777-8133

Telephone Number

352-240-3484

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 22-16; Lease of Golf Carts, Chargers, and Fleet Management System** in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials and all other incidentals necessary to comply with the Contract Documents to submit the following Bid Proposal.

The "Total Price Bid" shall be the amount derived from adding all unit prices from the Price Sheet. In the event of a discrepancy between unit prices and total price, the unit price shall govern over the extended or total price of each item.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities, and to award one or more bid(s) that best serves the interests of St. Johns County.

DELIVERY: September 30, 2022

\$ 732,480.00

Total Bid Lease Price & Bid Alternative #1 (Numerical)

Seven Hundred Thirty-two Thousand Four Hundred Eighty and Zero /100 Dollar
Total Bid Lease Price & Bid Alternative #1 (Amount written or typed in words)

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

No: 1 Date Received: 10/27/2021

No: _____ Date Received: _____

No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that a full examination of the locations of the proposed work and the sources of supply of materials

has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

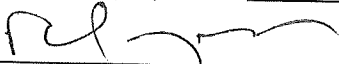
If the Undersigned is notified of the acceptance of this Bid by the County within thirty (30) consecutive calendar days for the time set from the time set for opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the Purchase Order presented by the Owner.

The undersigned pledges to provide the materials and services as specified in the Bid Documents 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 bid 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 St. Johns 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.

CORPORATE/COMPANY

Full Legal Company Name: Yamaha Golf-Car Company (Seal)

By:  Paul Meyer - District Sales Manager
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: 2303 S Flagler Ave., Flagler Bch, FL 32136

Telephone No.: (813) 777-8133 Fax No.: (352) 240-3484

Email Address for Authorized Company Representative: paul_meyer@yamaha-motor.com

Federal I.D. Tax Number: 58-2227420 DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements: Official County Bid Form
 Attachment "A" – Price Sheet
 Attachment "B" – St Johns County Board of County Commissioners Affidavit
 Attachment "C" – License / Certification List
 Attachment "D" – Conflict of Interest Disclosure Form
 Attachment "E" – Proof of Insurance

Attachment "F" – Drug Free Workplace Form
Attachment "G" – Claims, Liens, Litigation History
Attachment "H" – Local Preference
Attachment "I" – E-Verify Affidavit
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "A"

LEASE PRICE SHEET

Bidders shall insert the monthly lease price and extended prices for each item listed in the price sheet below. In the event of an error between the price and extended price, the monthly lease price shall prevail over any extended price.

Total lease price shall include extended prices for all items and freight. No other costs, charges, fees, or amounts shall be billed to the County for provision of the specified items. All pricing above shall be final pricing.

TOTAL LEASE PRICE BID PRICE

The Total Lease Price Bid is the sum of all lease prices for items on the Lease Price List, including freight.

LEASE OF ELECTRIC GOLF CARTS WITH CHARGERS

BID LEASE PRICE: 48 Month Lease of Eighty (80) Electric Golf Carts with Lithium Battery System and Chargers with a five (5) year warranty.

Monthly Lease Price \$ 155.75 x Eighty (80) carts \$ 12,460.00 x 48 Months \$ 598,080.00

\$ 598,080.00
Total Bid Lease Price (Numerical)

Five Hundred Ninety-Eight Thousand Eighty and Zero /100 Dollars
Total Bid Lease Price (Amount written or typed in words)

BID ALTERNATIVE #1: FLEET MANAGEMENT SYSTEM

48 Month Lease of Eighty (80) Fleet Management Systems with 7" or greater screen with a five (5) year warranty.

Monthly Lease Price \$ 35.00 x Eighty (80) Fleet Management System \$ 2800.00 X 48 Months \$ 134,400.00

\$ 134,400.00
Total Bid Additional Lease (Numerical)

One Hundred Thirty-Four Thousand Four Hundred and Zero /100 Dollars
Total Bid Additional Lease (Amount written or typed in words)

BID NO: 22-16

ATTACHMENT "B"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

This 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 ST. JOHNS

Before me, the Undersigned authority, personally appeared Paul Meyer who being duly sworn, deposes and says he is District Sales Manager (Title) of the firm of Yamaha Golf-Car Company Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-16; Lease of Golf Carts, Chargers, and Fleet Management System, in St. Johns County, Florida.

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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor 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 barred from participating in public contract lettings in the State of Florida or any other state.

Yamaha Golf-Car Company
(Bidder)

By: [Signature]
District Sales Manager
(Title)

Sworn and subscribed to me this 10 day
of November, 2021.

Notary Public:
[Signature]
Signature
Kathleen Weaver
Printed



My commission Expires: Dec. 10, 2022

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

In In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license, and certifications listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License	FO1000000918	Division of Corporations State of Florida	Active

BID NO: 22-16

ATTACHMENT "D"

CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No: 22-16; Lease of Golf Carts, Charges, and Fleet Management System

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

☒ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Paul Meyer

Authorized Representative(s) :


Signature

Paul Meyer - District Sales Manager
Print Name/Title

Signature

Print Name/Title

BID NO: 22-16

ATTACHMENT “E”

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

Bidders shall provide certificates of insurance as part of their bid proposal. Certificates of Insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and remove from further consideration.

(Attach or insert a copy of “Certificate of Insurance” here)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Irvine CA Office 17875 Von Karman Avenue, suite 300 Irvine CA 92614 USA		CONTACT NAME: PHONE (A/C, No. Ext): (949) 608-6300 FAX (A/C, No.): (949) 608-6451 E-MAIL ADDRESS:	
INSURED Yamaha Motor Mfg Corp. Yamaha Golf Car Company 1000 Georgia Highway 34 East Newnan GA 30081 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Mitsui Sumitomo Insurance Co of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 20362	

COVERAGES

CERTIFICATE NUMBER: 570088681031

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			GL2122479	08/01/2021	08/01/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	Excluded
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ \$1,000 Comp Deduct ☒ \$1,000 Coll Deduct			BVR8406139 (AOS) BVM8803052 (MA)	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
					08/01/2021	08/01/2022	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			UMB5700031	08/01/2021	08/01/2022	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
-Evidence of Insurance Coverage-

CERTIFICATE HOLDER**CANCELLATION**

Yamaha Motor Mfg Corp. Yamaha Golf Car Company 1000 Georgia Highway 34 East Newnan GA 30081 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : Evidence

Certificate No : 570088681031



BID NO: 22-16

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

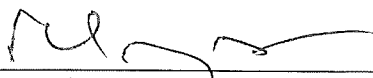
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Yamaha Golf-Car Company does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature

11/09/2021

Date

ATTACHMENT "G"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, sub-vendor or supplier resulting from a construction dispute? Yes _____ No X _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien. _____

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes _____ No X _____ If yes, please explain in detail: _____

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company: _____

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No X _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

ATTACHMENT "H"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "I" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "I".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this BID.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this BID.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual

Respondent is **not** a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual

X



Signature – Authorized Respondent Representative

Paul Meyer - District Sales Manager

Printed Name & Title

11/09/2021

Date of Signature

ATTACHMENT "I"

E-VERIFY AFFIDAVIT

Contract No.: BID 22-16; Lease of Golf Carts, Chargers, and Fleet Management System

STATE OF Florida
COUNTY OF Flagler

I, Paul Meyer (hereinafter "Affiant"), being duly authorized by and on behalf of Yamaha Golf-Car Company (hereinafter "Contractor") hereby swears or affirms as follows:

1. Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. BID 22-16 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Vendor further understands and agrees that in the event of such termination, Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 10 day of December, 2021.

[Signature]
Signature of Affiant

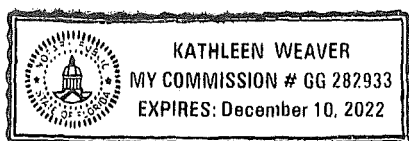
Paul Meyer
Printed Name of Affiant

District Sales Manager
Printed Title of Affiant

Yamaha Golf-Car Company
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10 day of December, 2021, by Paul Meyer {insert name and title of Affiant}, who is personally known to me or has produced [Redacted] as identification.

[Signature]
Notary Public
My Commission Expires: Dec 10, 2022





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
YAMAHA GOLF-CAR COMPANY

Filing Information

Document Number F01000000918
FEI/EIN Number 58-2227420
Date Filed 02/15/2001
State GA
Status ACTIVE

Principal Address

1270 Chastain Road NE
Kennesaw, GA 30144

Changed: 01/09/2017

Mailing Address

1270 Chastain Road NE
Kennesaw, GA 30144

Changed: 04/29/2020

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 02/28/2005

Address Changed: 02/28/2005

Officer/Director Detail

Name & Address

Title Secretary, Treasurer

TSUMABUKI, TADASHI
1270 Chastain Road NE
Kennesaw, GA 30144

Title Director, Assistant Treasurer

RUIZ, KIMBERLY Joyce
6555 KATELLA AVENUE
CYPRESS, CA 90630

Title President, Director

MCDONALD, Thomas G
1270 Chastain Road NE
Kennesaw, GA 30144

Title Director

KUWATA, KAZUHIRO
1270 Chastain Road NE
Kennesaw, GA 30144

Title Assistant Secretary

GRBIC, S. Michael
1270 Chastain Road NE
Kennesaw, GA 30144

Annual Reports

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Yamaha Golf-Car Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1270 Chastain Rd NW

6 City, state, and ZIP code
Kennesaw, GA 30144

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

5	8	-	2	2	2	7	4	2	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person ► *Barbara Hopewell*

Date ► *4/27/2021*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

SPECIFICATIONS

MINIMUM SPECIFICATIONS

1. Shipments shall be FOB Destination to the following address: St. Johns Golf Club
4900 Cypress Links Blvd
Elkton, FL 32033
Attn: Wes Tucker
2. Deliveries shall be between 6:30 am and 2:00 pm, Monday through Friday, except for County observed holidays.
3. Upon award, Vendor shall provide mode of delivery, number of transports, and whether or not the delivery will require split delivery dates.
4. Vendor will be responsible for off-loading all items for each shipment at the designated location.
5. Vendor shall provide a lease agreement to be reviewed.
6. Vendor shall provide an amortization schedule of lease payments.
7. Vendor shall provide a copy of warranty to be reviewed.

MINIMUM SPECIFICATIONS OF GOLF CARTS

<u>Load Capacity:</u>	Seating of two (2) persons
<u>Power:</u>	56 Volt DC
<u>Motor:</u>	48 Volt AC
<u>Battery:</u>	Lithium Battery System
<u>Battery Charger:</u>	To Match Cart
<u>Speed Control:</u>	235-amp AC Controller
<u>Brakes:</u>	Automatic Electro Mag Yamaha uses mechanical self adjusting drum brakes on rear wheels
<u>Suspension:</u>	Independent Front Suspension
<u>Steering:</u>	Rack and Pinion
<u>Braking:</u>	Automatic Electro-Magnetic Yamaha uses mechanical self adjusting drum brakes on rear wheels
<u>Tires:</u>	18 x 8.5 x 8 Standard (4-ply rated)
<u>Chassis & Body:</u>	Welded Steel chassis or aluminum frames with fiber reinforced plastic or steel body. (Must be impact resistant)
<u>Dimensions:</u>	95" maximum length & 47" maximum width
<u>Miscellaneous:</u>	Color – Champagne/Beige Two (2) divot repair bottles w/holders Four (4) cup holders One (1) message holder Number & front club logo decals (installed)

Sun canopy top
Sweater basket
Scorecard & pencil holder
Floor mats & pedal (wear resistant)
Side rub rails
Bagwell liner
Two piece windshield

Fleet Management System

Mounted to Golf Cart with a 7" or larger ultra-bright touchscreen
Geo-fencing capability
Direct 2-way communication with pro shop and restaurant
Speakers with phone pairing with pro shop and restaurant
Ability to monitor vehicle maintenance & remote diagnostics
Automatic software updates for five (5) years
Weather Alert Feature
Real-time battery status

Terms:

48 month Lease
\$1.00 pay-off per cart at end of lease

Warranty:

Factory Warranty – with a minimum of five (5) year unlimited amp hour warranty on battery starting from delivery date with the capability of providing thirty-six holes daily between charging.

CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT dated as of _____, _____ by and between Yamaha Motor Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue, Cypress, California 90630 and _____ (hereinafter call "Purchaser") having its principal office and place of business at _____.

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property listed on the Equipment Schedule executed pursuant to this Agreement (with respect to any Equipment Schedule, hereinafter called the "Equipment").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule entered into pursuant to this Agreement remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller, for the equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment which shall be referred to any such Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the equipment is located (the "overdue rate") to the date of payment amount, whichever is less.

4. DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.

4.1 **Delivery and Acceptance of Golf Cars.** Purchaser shall select and take delivery of all Equipment leased hereunder directly from Yamaha, a Yamaha Authorized Dealer, or authorized agent (the "Dealer"). All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted upon execution of the Certificate of Acceptance. Purchaser authorized Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the applicable Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment.

In addition, Equipment is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Seller. OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES SUFFERED BY CUSTOMER OR ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

5. TITLE AND ASSIGNMENT.

5.1 **Title.** At the time of execution, title in the subject Equipment listed in the Equipment Schedule shall pass to Purchaser. Seller shall retain a lien on the Equipment listed in the Equipment Schedule until such time as all payments to be made under the Equipment Schedule are conveyed to Seller. Such Equipment shall be held by Purchaser as security for the debt to Seller until all amounts due Seller by Purchaser are paid in full. Seller is hereby authorized by Purchaser, at Seller's Expense, to cause this Equipment Schedule or any statement or other instrument in respect of the Equipment Schedule as may be required by law showing the interest of Purchaser or any of its assignees in the Equipment to be filed and Purchaser hereby authorizes Seller or its agent or assigns to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

5.3 Assignment by Seller.

(a) Purchaser shall not sell, transfer, assign, pledge or sublease (except for short-term rentals to golf course patrons in the ordinary course of business) the Equipment without the prior written consent of Seller.

(b) Seller may assign its rights hereunder, whole or in part, without Purchaser's consent. IF Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

6. TAXES AND FEES.

6.1 Taxes and Fees. Purchaser shall pay all property taxes and sales and use tax due on the equipment. Purchaser agrees to indemnify and hold harmless from and against all taxes, fees or other charges of any nature whatsoever (together with an related interest or penalties thereon) now or hereinafter imposed or assessed during the term of each Equipment Schedule against Seller by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to any Equipment Schedule (excepting only Federal, state and local taxes based on or measured by the net income of Seller).

7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.

7.1 Care, Use and Maintenance.

Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

7.2 Alterations and Attachments. Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; **provided, however**, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

8. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents that with respect to the Agreement and Equipment Schedule:

(a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate action.

(b) The individual executing such was duly authorized to do so.

(c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.

9. DELIVERY OF EQUIPMENT. Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

10. INDEMNITY. Purchaser shall and does hereby indemnify and hold Seller and any of its assignees harmless from and against any and all claims, costs, expenses,

damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

11. RISK OF LOSS. Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the vehicles from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser future agrees to insure Equipment for full value and to cause Buyers insurance carrier to provide Seller with loss payee certificate of insurance.

12. DEFAULT. The occurrence of any one or more of the following events (herein called "Events of Default") shall constitute a default under the Equipment Schedule:

(a) Default by Purchaser the payment of any installment or other charge payable by Purchaser under the Equipment Schedule as and when the same becomes due and payable; or

(b) Default by Purchaser in the performance of any other material term, covenant or condition of the Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Purchaser in the Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice.

13. REMEDIES. Upon the occurrence of any one or more Events of Default, Seller, at its option: 1) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the applicable covenants and terms of the applicable Equipment Schedule, or to recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of Purchaser's default in any covenant or covenants of the applicable Equipment Schedule or on account of Seller's enforcement of its remedies thereunder; or 2) retake immediate possession of the Equipment, dispose of such Equipment in accordance with the provisions of the Uniform Commercial Code as enacted in California, and collect for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such merchandise.

14. MISCELLANEOUS.

14.1 No Waiver. No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, no shall it in any way affect the right of Seller to enforce such provisions thereafter.

14.2 Binding Nature. The Equipment Schedule shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

14.3 Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

14.4 Severability. In the event any one or more of the provisions of this Agreement and/or the Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14.5 Counterparts. This Agreement and the Equipment Schedule may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

14.6 Registration and License. Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the

Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

14.7 Involuntary transfer Constitutes Default.

Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

14.8 Statute of Limitations.

Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

14.9 Entire Agreement.

Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in each Equipment Schedule and that this Agreement and the Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor the Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

YAMAHA MOTOR CORPORATION, U.S.A.

By: _____

By: _____

Name:

Name: Russell D. Jura

Title:

Title: Senior Vice President

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of the Company, to negotiate, execute and deliver the Conditional Sale Agreement dated as of _____, _____, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and [Yamaha Motor Corporation, U.S.A.]; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this _____ day of _____, _____.

SEAL

CONDITIONAL SALE EXHIBIT
EQUIPMENT SCHEDULE # #####
Dated _____

1. This Schedule covers the following property ("Equipment"):

2. Location of Equipment:

3. The Terms for the Equipment described herein shall commence on **XXXXXXX** and shall consist of **XX** months from the first day of the month following said date.

4. The down payment of the Equipment shall be **\$0.00**

5. Payments on the Equipment shall be due on the following schedule.
Schedule of Payments:

XX MONTHLY PAYMENTS IN THE AMOUNT OF \$XXX.XX (APPLICABLE TAXES TO BE BILLED). STARTING XXXXX AND ENDING XXXXXXXX. DUE ON THE 1ST OF THE MONTH AS FOLLOWS:

Jun-03 \$XXX.XX	May-04 \$XXX.XX	May-05 \$XXX.XX	May-06 \$XXX.XX	May-07 \$XXX.XX	May-08 \$XXX.XX
Jul-03 \$XXX.XX	Jun-04 \$XXX.XX	Jun-05 \$XXX.XX	Jun-06 \$XXX.XX	Jun-07 \$XXX.XX	
Aug-03 \$XXX.XX	Jul-04 \$XXX.XX	Jul-05 \$XXX.XX	Jul-06 \$XXX.XX	Jul-07 \$XXX.XX	
Sep-03 \$XXX.XX	Aug-04 \$XXX.XX	Aug-05 \$XXX.XX	Aug-06 \$XXX.XX	Aug-07 \$XXX.XX	
Oct-03 \$XXX.XX	Sep-04 \$XXX.XX	Sep-05 \$XXX.XX	Sep-06 \$XXX.XX	Sep-07 \$XXX.XX	
	Oct-04 \$XXX.XX	Oct-05 \$XXX.XX	Oct-06 \$XXX.XX	Oct-07 \$XXX.XX	

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall **\$XX.XX**

7. Other Terms:

Notwithstanding any other provision of the Conditional Sale Documentation Agreement and this Equipment Schedule, Seller's interests in the Equipment may not be sold, assigned, discounted, factored or otherwise disposed of by Purchaser. Seller shall retain its interest in the Equipment as specified herein, without exception and under all circumstances until contract has been completed.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated **XXXXXXX**
All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule .

LESSEE NAME

YAMAHA MOTOR CORPORATION, U.S.A.

By: _____
Signature

By: _____
Signature

Name: _____
Type or Print

Name: Russell D. Jura
Type or Print

Titl

Titl Senior Vice President

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No.
dated **May 16, 2003** to the Conditional Sale Agreement dated
May 16, 2003 between Yamaha Motor Corporation, USA
(the "Seller") and (the "Purchaser").

The Purchaser hereby certifies that the Equipment set forth below, as also described in the above
Equipment Schedule, has been delivered and accepted by the Purchaser on the Commencement

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USE	LOCATION
		see attachment	NEW	

ADDITIONAL CONDITIONS/SPECIAL

Please return this certificate as your acknowledgment of the above Commencement Date and
acceptability of the Equipment.

as Purchaser

By:
Name
Title:

YAMAHA MOTOR CORPORATION, U.S.A.

YAMAHA LEASING

6555 Katella Avenue, Cypress, CA 90630

E-MAIL: laurie_sanmiguel@yamaha-motor.com

NAME OF INSURANCE

May 16, 2003

ADDRESS:

Please Reference our Quote#

PHONE

FAX:

RE

(Customer) Account

Gentlemen

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha named as **LOSS PAYEE**.

Public Liability Insurance naming Yamaha as an **ADDITIONAL INSURED** with the proceeds to be payable first on the Behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

Yamaha Motor Corporation,
Attn: Leasing Department
6555 Katella Ave
Cypress, CA 90630

Your Prompt attention will be
Equipment

Very Truly

(Name of

By

(Signature of Authorized Officer)

Equipment

Title:



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

April 1, 2016

ABC GOLF
123 MAIN ST.
CUERO, TX 10000

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 10 YDRE
Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule #123456
Request for Insurance
Certificate of Acceptance
Invoice For First Payment
ACH Form

Please have these documents signed by an Authorized City Official and return them to me in the enclosed prepaid overnight return envelope.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your business and look forward to the opportunity to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Yamaha Motor Finance Corporation

YAMAHA
Commercial Finance



MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated February 24, 2016, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **ABC GOLF COURSE** having its principal office at 123 MAIN ST, CUERO, TX 10000 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

ABC GOLF as Lessee YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: _____ By: _____
Print Name: _____ Print Name: Kim Ruiz
Title: _____ Title: President

EXHIBIT A
EQUIPMENT SCHEDULE # 123456
Dated 02/24/2016

1. This Schedule covers the following property ("Equipment"):
10 YDRE GOLF CARS
2. Location of Equipment:
ABC GOLF
123 MAIN ST.
CUERO, TX 10000
3. The Lease term for the Equipment described herein shall commence on April 15, 2016 and shall consist of 48 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
48 MONTHLY PAYMENTS IN THE AMOUNT OF \$665.00 (APPLICABLE TAXES TO BE BILLED).
STARTING APRIL 2016 AND ENDING MARCH 2020. DUE THE 15TH DAY OF
THE MONTH AS FOLLOWS:
- | | | | | |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| Apr-16 \$665.00 | Jan-17 \$665.00 | Jan-18 \$665.00 | Jan-19 \$665.00 | Jan-20 \$665.00 |
| May-16 \$665.00 | Feb-17 \$665.00 | Feb-18 \$665.00 | Feb-19 \$665.00 | Feb-20 \$665.00 |
| Jun-16 \$665.00 | Mar-17 \$665.00 | Mar-18 \$665.00 | Mar-19 \$665.00 | Mar-20 \$665.00 |
| Jul-16 \$665.00 | Apr-17 \$665.00 | Apr-18 \$665.00 | Apr-19 \$665.00 | |
| Aug-16 \$665.00 | May-17 \$665.00 | May-18 \$665.00 | May-19 \$665.00 | |
| Sep-16 \$665.00 | Jun-17 \$665.00 | Jun-18 \$665.00 | Jun-19 \$665.00 | |
| Oct-16 \$665.00 | Jul-17 \$665.00 | Jul-18 \$665.00 | Jul-19 \$665.00 | |
| Nov-16 \$665.00 | Aug-17 \$665.00 | Aug-18 \$665.00 | Aug-19 \$665.00 | |
| Dec-16 \$665.00 | Sep-17 \$665.00 | Sep-18 \$665.00 | Sep-19 \$665.00 | |
| | Oct-17 \$665.00 | Oct-18 \$665.00 | Oct-19 \$665.00 | |
| | Nov-17 \$665.00 | Nov-18 \$665.00 | Nov-19 \$665.00 | |
| | Dec-17 \$665.00 | Dec-18 \$665.00 | Dec-19 \$665.00 | |
5. Interest Factor: X.XXX %
6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 02/24/2016 between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: ABC GOLF

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By : _____
Signature

Name: _____

Type or Print

Title: _____

By : _____

Name: Kim Ruiz

President

Title: _____

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 123456
dated February 24, 2016 to the Master Lease Agreement dated
February 24, 2016 between Yamaha Motor Finance Corporation, U.S.A
(the "Lessor") and ABC GOLF
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
10 YDRE GOLF CARS		See Attachment	NEW	ABC GOLF 123 MAIN ST CUERO, TX 10000

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

ABC GOLF

as Lessee

By: _____

Name: _____

Title: _____

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA 90630
(800) 551-2994, Fax (714) 761-7363

E-MAIL: Donna_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT:

FEBRUARY 24, 2016

ADDRESS:

Please Reference our Quote# **123456**

PHONE:

FAX:

RE: **ABC GOLF**

(Customer) Account # _____

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Attn: Commercial Finance Group
6555 Katella Ave
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

10 YDRE GOLF CARS

ABC GOLF

(Customer)

Equipment Location:

123 MAIN ST.

CUERO, TX 10000

By: _____

(Signature of Authorized Officer)

Title: _____



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER: MAN 123456

Date Prepared: 02/24/2016

ABC GOLF
123 MAIN ST.
EL PASO, TX 10000

<i>Due Date</i>	<i>Quote No</i>	<i>Description</i>	<i>Amount Due</i>
	123456	1 YT2ABEVDLX GOLF CAR for Municipal Conditional Sale Cars located at: ABC GOLF	
04/1/2016		<i>Payment</i>	\$180.00
		<i>Payment Tax</i>	\$0.00

YOUR ACCOUNT BALANCE IS ----- \$180.00

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.
3362 Momentum Place
Chicago, IL 60689-5333

INVOICE NUMBER MAN 123456

Date Prepared: 02/24/2016

Payment for:

ABC GOLF
123 MAIN ST.
EL PASO, TX 10000

123456

Amount Paid

Date Paid

#_____
Check Number

ACH / ONLINE PAYMENTS AGREEMENT

RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.

2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.

3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.

4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.

5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.

7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Customer Name ABC GOLF

Customer Number 9876543

Contact Phone Number _____

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

☐ Checking Account or
☐ Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

☐ Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) _____ (Please Print)

Position(s) _____ (Please Print)
(must be an owner or officer of the company)

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.
6555 Katella Avenue
Cypress, CA 90630
Or Fax to 714-761-7363



GOLF CAR LEASE QUOTATION

May 16, 2018

Quote No. 45D

For:

Dealer: Paul Meyer
Course: St. Johns County

Contact: Wes Tucker
Phone: 813-777-8133

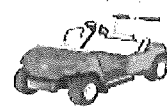
Quote Summary:

Terms	Per Car	Totals
Rate: 4.200%	Retail: 6,895.61	Retail: 551,648.95
Term: 48 months	Wholesale: 0.00	Sales Tax: 0.00
Starting: 09/30/2022	Residual: 1.00	Total Financed: 551,648.95
	Payment: 155.75	Wholesale: 0.00
	Actual # of Payments: 48	Dealer Funding: 551,648.95
		Residual: 80.00

80 Cars:

#Cars	Model	Retail Per Car	Residual Per Car
80	AC WITH LITH	6,895.61	1.00

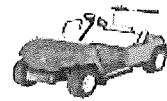
Mon #	Due Date	Payment	Funding/Residual	Service Charge	Principal Adjustment	Balance
					Total Financed	551,648.95
1	09/30/22	12,460.00	551,648.95	1,849.67	10,610.33	541,038.62
2	10/30/22	12,460.00	0.00	1,814.09	10,645.91	530,392.71
3	11/30/22	12,460.00	0.00	1,778.40	10,681.60	519,711.11
4	12/30/22	12,460.00	0.00	1,742.58	10,717.42	508,993.70
5	01/30/23	12,460.00	0.00	1,706.65	10,753.35	498,240.34
6	02/28/23	12,460.00	0.00	1,670.59	10,789.41	487,450.94
7	03/30/23	12,460.00	0.00	1,634.42	10,825.58	476,625.35
8	04/30/23	12,460.00	0.00	1,598.12	10,861.88	465,763.47
9	05/30/23	12,460.00	0.00	1,561.70	10,898.30	454,865.17
10	06/30/23	12,460.00	0.00	1,525.16	10,934.84	443,930.32
11	07/30/23	12,460.00	0.00	1,488.49	10,971.51	432,958.81
12	08/30/23	12,460.00	0.00	1,451.70	11,008.30	421,950.52
13	09/30/23	12,460.00	0.00	1,414.79	11,045.21	410,905.31
14	10/30/23	12,460.00	0.00	1,377.76	11,082.24	399,823.07
15	11/30/23	12,460.00	0.00	1,340.60	11,119.40	388,703.67
16	12/30/23	12,460.00	0.00	1,303.32	11,156.68	377,546.99
17	01/30/24	12,460.00	0.00	1,265.91	11,194.09	366,352.90
18	02/29/24	12,460.00	0.00	1,228.38	11,231.62	355,121.27
19	03/30/24	12,460.00	0.00	1,190.72	11,269.28	343,851.99
20	04/30/24	12,460.00	0.00	1,152.93	11,307.07	332,544.92



Dealer: Paul Meyer
Course: St. Johns County

Quote No: 45D
Quote Date: 05/16/2018

Mon #	Due Date	Payment	Funding/ Residual	Service Charge	Principal Adjustment	Balance
21	05/30/24	12,460.00	0.00	1,115.02	11,344.98	321,199.94
22	06/30/24	12,460.00	0.00	1,076.98	11,383.02	309,816.92
23	07/30/24	12,460.00	0.00	1,038.81	11,421.19	298,395.73
24	08/30/24	12,460.00	0.00	1,000.52	11,459.48	286,936.24
25	09/30/24	12,460.00	0.00	962.09	11,497.91	275,438.34
26	10/30/24	12,460.00	0.00	923.54	11,536.46	263,901.88
27	11/30/24	12,460.00	0.00	884.86	11,575.14	252,326.74
28	12/30/24	12,460.00	0.00	846.05	11,613.95	240,712.78
29	01/30/25	12,460.00	0.00	807.11	11,652.89	229,059.89
30	02/28/25	12,460.00	0.00	768.03	11,691.97	217,367.92
31	03/30/25	12,460.00	0.00	728.83	11,731.17	205,636.75
32	04/30/25	12,460.00	0.00	689.50	11,770.50	193,866.25
33	05/30/25	12,460.00	0.00	650.03	11,809.97	182,056.28
34	06/30/25	12,460.00	0.00	610.43	11,849.57	170,206.71
35	07/30/25	12,460.00	0.00	570.70	11,889.30	158,317.41
36	08/30/25	12,460.00	0.00	530.84	11,929.16	146,388.25
37	09/30/25	12,460.00	0.00	490.84	11,969.16	134,419.09
38	10/30/25	12,460.00	0.00	450.71	12,009.29	122,409.79
39	11/30/25	12,460.00	0.00	410.44	12,049.56	110,360.23
40	12/30/25	12,460.00	0.00	370.04	12,089.96	98,270.27
41	01/30/26	12,460.00	0.00	329.50	12,130.50	86,139.77
42	02/28/26	12,460.00	0.00	288.83	12,171.17	73,968.59
43	03/30/26	12,460.00	0.00	248.02	12,211.98	61,756.61
44	04/30/26	12,460.00	0.00	207.07	12,252.93	49,503.68
45	05/30/26	12,460.00	0.00	165.99	12,294.01	37,209.66
46	06/30/26	12,460.00	0.00	124.76	12,335.24	24,874.42
47	07/30/26	12,460.00	0.00	83.40	12,376.60	12,497.83
48	08/30/26	12,460.00	0.00	41.91	12,418.09	79.73
49	09/30/26		80.00	0.27	79.73	0.00
Totals:		598,080.00		46,511.05	551,648.95	



GOLF CAR LEASE QUOTATION

May 16, 2018

Quote No. 45D

For:

Dealer: Paul Meyer
Course: St. Johns County

Contact: Wes Tucker
Phone: 813-777-8133

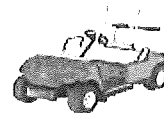
Quote Summary:

Terms	Per Car	Totals
Rate: 4.200%	Retail: 1,550.23	Retail: 124,018.50
Term: 48 months	Wholesale: 0.00	Sales Tax: 0.00
Starting: 09/30/2022	Residual: 1.00	Total Financed: 124,018.50
	Payment: 35.00	Wholesale: 0.00
	Actual # of Payments: 48	Dealer Funding: 124,018.50
		Residual: 80.00

80 Cars:

#Cars	Model	Retail Per Car	Residual Per Car
80	YAMATRACK	1,550.23	1.00

Mon #	Due Date	Payment	Funding/ Residual	Service Charge	Principal Adjustment	Balance
					Total Financed	124,018.50
1	09/30/22	2,800.00	124,018.50	415.84	2,384.16	121,634.34
2	10/30/22	2,800.00	0.00	407.85	2,392.15	119,242.19
3	11/30/22	2,800.00	0.00	399.83	2,400.17	116,842.01
4	12/30/22	2,800.00	0.00	391.78	2,408.22	114,433.79
5	01/30/23	2,800.00	0.00	383.70	2,416.30	112,017.49
6	02/28/23	2,800.00	0.00	375.60	2,424.40	109,593.09
7	03/30/23	2,800.00	0.00	367.47	2,432.53	107,160.56
8	04/30/23	2,800.00	0.00	359.31	2,440.69	104,719.88
9	05/30/23	2,800.00	0.00	351.13	2,448.87	102,271.01
10	06/30/23	2,800.00	0.00	342.92	2,457.08	99,813.93
11	07/30/23	2,800.00	0.00	334.68	2,465.32	97,348.61
12	08/30/23	2,800.00	0.00	326.41	2,473.59	94,875.02
13	09/30/23	2,800.00	0.00	318.12	2,481.88	92,393.15
14	10/30/23	2,800.00	0.00	309.80	2,490.20	89,902.94
15	11/30/23	2,800.00	0.00	301.45	2,498.55	87,404.39
16	12/30/23	2,800.00	0.00	293.07	2,506.93	84,897.46
17	01/30/24	2,800.00	0.00	284.67	2,515.33	82,382.13
18	02/29/24	2,800.00	0.00	276.23	2,523.77	79,858.36
19	03/30/24	2,800.00	0.00	267.77	2,532.23	77,326.13
20	04/30/24	2,800.00	0.00	259.28	2,540.72	74,785.41



Dealer: Paul Meyer
Course: St. Johns County

Quote No: 45D
Quote Date: 05/16/2018

Mon #	Due Date	Payment	Funding/ Residual	Service Charge	Principal Adjustment	Balance
21	05/30/24	2,800.00	0.00	250.76	2,549.24	72,236.17
22	06/30/24	2,800.00	0.00	242.21	2,557.79	69,678.38
23	07/30/24	2,800.00	0.00	233.64	2,566.36	67,112.02
24	08/30/24	2,800.00	0.00	225.03	2,574.97	64,537.05
25	09/30/24	2,800.00	0.00	216.40	2,583.60	61,953.44
26	10/30/24	2,800.00	0.00	207.73	2,592.27	59,361.17
27	11/30/24	2,800.00	0.00	199.04	2,600.96	56,760.22
28	12/30/24	2,800.00	0.00	190.32	2,609.68	54,150.54
29	01/30/25	2,800.00	0.00	181.57	2,618.43	51,532.10
30	02/28/25	2,800.00	0.00	172.79	2,627.21	48,904.89
31	03/30/25	2,800.00	0.00	163.98	2,636.02	46,268.88
32	04/30/25	2,800.00	0.00	155.14	2,644.86	43,624.02
33	05/30/25	2,800.00	0.00	146.27	2,653.73	40,970.29
34	06/30/25	2,800.00	0.00	137.38	2,662.62	38,307.67
35	07/30/25	2,800.00	0.00	128.45	2,671.55	35,636.11
36	08/30/25	2,800.00	0.00	119.49	2,680.51	32,955.60
37	09/30/25	2,800.00	0.00	110.50	2,689.50	30,266.11
38	10/30/25	2,800.00	0.00	101.48	2,698.52	27,567.59
39	11/30/25	2,800.00	0.00	92.44	2,707.56	24,860.02
40	12/30/25	2,800.00	0.00	83.36	2,716.64	22,143.38
41	01/30/26	2,800.00	0.00	74.25	2,725.75	19,417.63
42	02/28/26	2,800.00	0.00	65.11	2,734.89	16,682.74
43	03/30/26	2,800.00	0.00	55.94	2,744.06	13,938.68
44	04/30/26	2,800.00	0.00	46.74	2,753.26	11,185.41
45	05/30/26	2,800.00	0.00	37.51	2,762.49	8,422.92
46	06/30/26	2,800.00	0.00	28.24	2,771.76	5,651.16
47	07/30/26	2,800.00	0.00	18.95	2,781.05	2,870.11
48	08/30/26	2,800.00	0.00	9.62	2,790.38	79.73
49	09/30/26		80.00	0.27	79.73	0.00
Totals:		134,400.00		10,461.50	124,018.50	

WARRANTY

4-YEAR LIMITED WARRANTY FOR DRIVE² FLEET GOLF CAR

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE² Gas or DRIVE² Electric Fleet golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Car Components	Warranty Period	Electric Car Specific Parts	Warranty Period
Frame	Limited Lifetime to Original Owner	Battery - Trojan T875 FLA	4 Years or 23,500 amp hours whichever comes first / without HydroLink Watering System
Transaxle / Transmission	4 Years		4 Years or 25,000 amp hours whichever comes first / with HydroLink Watering System <i>*See Trojan Warranty Statement for details</i>
Steering / Suspension Components	4 Years	Battery - Trojan T875 AGM	5 Years or 50,000 amp hours whichever comes first <i>*See Trojan Warranty Statement for details</i>
Brakes (Excluding Shoes / Pads)	4 Years		
Sun Top	4 Years	Battery Charger and Cord	4 Years
Electrical Wires, Switches, and Relays	3 Years	Electric Motor and Controller	4 Years
Pedal Assy	3 Years	Charger Receptacle	4 Years
Body Parts	3 Years	Throttle Position Sensor	2 Years
Bumpers / Bag Carrier	3 Years	Gas Car Specific Parts	
Seats	2 Years	Gas Engine	4 Years
Scorecard Holder	2 Years	Starter Generator	4 Years
Floor Mats	2 Years	Exhaust / Intake	4 Years
Common Accessories	Warranty Period	Clutch (Excluding Drive Belt)	4 Years
Genuine Yamaha Fleet Accessories	3 years* <i>*Refer to the Accessory Warranty Statement for details</i>	Throttle / Control Cables	3 Years
YamaTrack Specific Components	1 Year	Starting Battery	1 Year
		All Remaining Parts	1 Year

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability.
- Damage due to improper transportation.
- Acts of God, e.g. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline-powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

The Customer's Responsibility under this warranty shall be to:

- Operate and Maintain the golf car, personal transportation vehicle (PTV), or commercial (Utility) vehicle as specified in the appropriate Owner's/Operator's manual, and
- Give notice to an authorized Yamaha Golf car dealer/distributor of all apparent defects within ten (10) days of discovery, and make the car available at that time for inspection and repairs at the dealer's/distributor's place of business, and
- Transport the car to and from an authorized dealer or distributor for warranty service.

WARRANTY TRANSFER: Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf Car dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

EMISSION CONTROL SYSTEM WARRANTY (USA only):

Yamaha Golf-Car Company also warrants to the ultimate purchaser of each gas-powered golf car covered by this warranty that the product is designed, built, and equipped so as to conform at the time of sale with all U.S. emission standards applicable at the time of manufacture and that it is free from defects in materials and workmanship which would cause it not to meet these standards within the same time period described in THE PERIOD OF WARRANTY above, or a minimum of two years, whichever is longer. Failures other than those resulting from defects in material or workmanship which arise solely as a result of owner abuse and/ or lack of proper maintenance are not covered by this warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty.

Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary from state to state.

WARRANTY

4-YEAR LIMITED WARRANTY FOR TROJAN® BRAND BATTERIES WHEN CHARGED WITH A YAMAHA PROVIDED 48-VOLT CHARGER

Yamaha Golf-Car Company (herein referred to as "YGC") hereby warrants to the Original Retail Purchaser or Lessee of a Yamaha Drive2 Golf car, PTV, Multi passenger, or Utility car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States, that the Trojan® brand batteries charged with a Yamaha provided battery charger will be free from defects in materials and workmanship, and will provide "36-hole performance" as follows:

- 4-years or 20,000 amp-hours with T-105 FLA
- 4-years or 25,000 amp-hours with T-105 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 4-years or 23,500 amp-hours with T-875 FLA
- 4-years or 25,000 amp-hours with T-875 FLA batteries & the addition of a factory-installed Trojan HydroLink Battery Watering System.
- 5-years or 50,000 amp-hours with T-875 AGM LithiumBattery Pack will have a five (5) year, unlimited amp hour warranty

WARRANTY LIMITATIONS

Yamaha Golf-Car Company's and Trojan Battery Company's limit of liability shall be to replace a defective battery. Replacement shall mean furnishing a new battery or used battery with sufficient life to complete the remainder of the warranty term, at no cost to the purchaser during the limited warranty period, except for labor or transportation expenses. The following conditions apply:

- Amp-hours will be determined either through the PC Genius controller or through other means necessary in the event of a controller failure or replacement.
- This warranty only applies to factory installed Trojan battery sets charged with a Yamaha provided battery charger.
- The customer must perform (or have a contracted Yamaha Dealer perform) all periodic maintenance and discharge testing as specified in the Yamaha Service Manual Maintenance Schedule. No labor or transportation expenses are included in this limited warranty. Maintenance records must be kept.
- YGC supplied or approved replacement batteries may be of a different brand or capacity, but are warranted to provide 36-hole performance for the remainder of the original warranty term.
- "36-hole performance" is defined as 60-minutes discharge time as tested and recorded using a Lester model #17770 discharge machine at an ambient temperature of between 60 and 100 degrees F (16 and 38 degrees C). Ambient temperatures between 60 and 80 degrees F (16 and 27 degrees C) must be corrected using the formula: Adjusted Discharge Time = (Discharge Minutes) / (1 - (((80-TEMP)/100) x 0.64)).
- The customer must notify the Dealer within 10 days that a vehicle has failed to make 36 holes per day. YGC reserves the right to test and recharge any battery in question.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL BE VOID AND EXCLUDED SUBSEQUENT TO ONE YEAR FROM THE DATE OF PURCHASE. THE REPLACEMENT OF THE BATTERY IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. YAMAHA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF YAMAHA HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

LIMITED WARRANTY EXCLUSIONS:

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, YGC does not warrant that its battery is suitable for use in any application other than in a golf car or utility vehicle. As in the use of any battery, a prudent owner will read and study the charger owner's manual, the vehicle owner's manual, the operator's instructions, and the battery warning labels; and will exercise due care in working on or around batteries.

THE PROVISIONS OF THIS LIMITED WARRANTY SHALL NOT APPLY IF BATTERIES ARE SUBJECTED TO ANY OF THE FOLLOWING CONDITIONS:

- Abuse or neglect such as improper fluid levels, loose wiring, rusted or corroded hardware.
- Lack of proper maintenance as outlined in the electric vehicle Owner's / Operator's Manual. For example, lack of regular battery watering or adding water to battery before charging.
- Damage caused by improper installation of the battery.
- Neglect, breakage, freezing, fire, explosion, wreckage, the addition of any chemical, or the operation of the battery in an uncharged condition (below half-charge – 1.200 specific gravity).
- Battery charged by systems other than the original equipment type battery charger.
- On fleet golf cars, the use of any non-YAMAHA supplied electrical devices that consume more than one amp-hour per round or two amp-hours per day of battery energy. Examples of these devices include, but are not limited to: heating or cooling systems; GPS (global position system) devices; information gathering devices; lights; radios or stereos; or yardage measuring devices.
- Less than one charger per car or inadequate facility electrical power to power all chargers. Examples include more than one charger on a single circuit, circuit rating of less than 15 amps, or not enough circuits for the number of cars.
- In fleet applications, less than one battery charger per vehicle. For example, using only 10 battery chargers to charge a 15 car fleet.
- The use of any system that does not allow the battery chargers to shut off automatically. For example, timer systems that are designed to switch battery charger AC power on and off during peak demand hours.
- Damage not resulting from a defect in materials or workmanship or which occurs due to abuse or neglect (including failure to provide reasonable and necessary maintenance), accident, alteration or acts of God is excluded from this limited warranty.

THIS BATTERY IS INTENDED TO BE USED BY PERSONS WITH TRAINING AND EXPERIENCE WITH BATTERIES AND ONLY IN YAMAHA ELECTRIC VEHICLES. ANY OTHER USE RENDERS THE LIMITED WARRANTIES EXPRESSED HEREIN AND ALL IMPLIED WARRANTIES NULL AND VOID AND SAME ARE HEREBY EXCLUDED.

ALSO EXCLUDED FROM THIS LIMITED WARRANTY ARE ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR REVENUE, LOSS OF TIME, INCONVENIENCE OR ANY OTHER ECONOMIC LOSS.

Some states do not allow limitation on the duration of an implied warranty, exclusions or limitations 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 state to state.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

October 27, 2021

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 22-16; Lease of Golf Carts, Chargers, and Fleet Management System

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Malinda "Jordy" Fusco, MA, CPM; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. I did not see that you were trading in the current fleet. So you just want pricing on a new fleet with no trade in's?

Answer: Yes. There are no golf carts being used as trades.

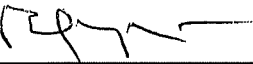
2. Is there any trade ins?

Answer: No.

THE BID DUE DATE REMAINS: Wednesday, November 10, 2021 at 2:00 P.M.

Acknowledgment

Sincerely,


11/9/21
Signature and Date

Malinda "Jordy" Fusco
Procurement Coordinator
Purchasing Division

Paul Meyer - District Sales Manager
Printed Name and Title

Yamaha Golf-Car Company
Company Name (Print)

END OF ADDENDUM #1



**Board of County Commissioners
St. Johns County Florida**

BID NO: 22-16

Lease of Golf Carts, Chargers, and Fleet Management System

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
904.209.0150
www.sjcfl.us/Purchasing/index.aspx**

FINAL: 9/27/21

Bid No: 22-16; Lease of Golf Carts, Chargers, and Fleet Management System

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FRONT END BID DOCUMENTS

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Instruction to Bidders

Official County Bid Form

Attachments:

“A” – Price Sheet

“B” – St Johns County Board of County Commissioners Affidavit

“C” – License/Certification List

“D” – Conflict of Interest Disclosure Form

“E” – Proof of Insurance

“F” – Drug Free Workplace Form

“G” – Claims, Liens, Litigation History

“H” – Local Preference

“I” – E-Verify Affidavit

Material Specifications:

Sealed Bid Mailing Label

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received **until 2:00 PM EDST on Wednesday, November 10, 2021** by the St. Johns County Purchasing Division, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 22-16; Lease of Golf Carts, Chargers, and Fleet Management System**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received in the Purchasing Division after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit responses from qualified and interested vendors to lease Eighty (80) electric golf carts with chargers and Fleet Management System for St. Johns Golf Club in accordance with the specifications provided herein.

Bid Documents related to this bid may be obtained from DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document # **22-16**. For technical assistance with this Website please contact DemandStar Supplier Services at 1-866-273-1863. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/index.aspx> Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from the Designated Point of Contact.

Any and all questions shall be directed, ***in writing***, to the County's Designated Point of Contact: Malinda "Jordy" Fusco, Procurement Coordinator, SJC Purchasing Division via email to mfusco@sjcfl.us. Questions are due no later than four o'clock **(4:00PM EDST) on Monday, October 25, 2021**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, bidders may contact Leigh A. Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us

Vendors shall not contact, lobby, or otherwise communicate with any SJC 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 SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC 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.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Division and are included in the County's Purchasing Manual.

All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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
BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida (“County”) OR (“Owner”)

PROJECT: Bid No: 22-16; Lease of Golf Carts with Charges and Fleet Management System

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Division prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County if the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Vendor An individual or firm having a contract, or authorized under purchase order to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Sub-vendor A party who contracts with a prime vendor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bid Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the project requirements and local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bid

Documents without exceptions.

BID DOCUMENTS

Bid Documents may be obtained from www.demandstar.com or SJC Purchasing, as stated in the Notice to Bidders. Complete sets of Bid Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bid Documents. The Owner, in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bid Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the Bid Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bid Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Malinda "Jordy" Fusco, MA, CPM, Procurement Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be directed, **in writing**, via email to mfusco@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC 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 SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC 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.

QUESTIONS

Any and all questions related to this project shall be directed, **in writing**, to the Designated Point of Contact, as provided above, no later than four o'clock **(4:00PM EDT) on Monday, October 25, 2021** so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bid Documents. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

Bids must be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on the required forms provided herein by or before **Wednesday, November 10, 2021 at 2:00PM EDST**. All blanks on the Bid Form must be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Division, with the bidder's return address in top left hand corner and recite: "**Bid No: 22-16; Lease of Golf Carts, Chargers, and Fleet Management System**".

See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in the amount of five percent (5%) of the Total Bid as modified or resubmitted.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Total Unit Price Bid and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Division bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Division and are included in the Owner's Purchasing Manual. All of the terms and conditions of the Owner Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

It is the intent of the County to award the lowest responsible Bidder(s), based upon the lowest total price bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the purchase. The County reserves the right to separate the award to multiple bidders if doing so provides a cost savings, and serves the best interest of the County. The quantities are for bidding purposes only and do not obligate the County to purchase items at the provided quantities.

If an award is made, it will be awarded within a minimum of **ninety (90)** days from the date of the Bid opening, or as designated in the Bid Documents.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and re-advertised, in order to best serve the needs of the County.

LOCAL PREFERENCE

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award (see **Attachment “H”**).

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price.

MINIMUM QUALIFICATION OF CONTRACTORS

Bidders must have, and show proof of the following:

1. Must be fully licensed to do business in the State of Florida;

Bidder's must complete and submit with each copy of their Bid Proposal **“Attachment “C”** – License/Certification List and attach a copy of any and all licenses/certifications/permits.

SUB-CONTRACTORS – NOT APPLICABLE TO THIS BID

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

EMPLOYMENT ELIGIBILITY and MANDATORY USE of E-VERIFY

As a condition precedent to issuance of a purchase order, and in accordance with Section 448.095, F.S., Vendor and its sub-contractors or material suppliers shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the sub-vendor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit until final acceptance of materials delivered.
- b. The County, Vendor, or any sub-contractor or material supplier who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

- c. The County, upon good faith belief that a sub-vendor knowingly violated these provisions regarding employment eligibility, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.
- d. The County and Vendor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Vendor acknowledges that, in the event that the County terminates the award for Contractor's breach of these provisions regarding employment eligibility, then Vendor may not be awarded a public contract for at least one (1) year after such termination. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of the County's termination for breach of these provisions regarding employment eligibility.
- f. Vendor shall incorporate in all subcontracts made pursuant to this award the provisions contained herein regarding employment eligibility.

INSURANCE

The Vendor 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 Vendor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Vendor 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 Vendor 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

The Vendor shall maintain during the life of the awarded Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Vendor 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 Vendor or by anyone directly employed by or contracting with the Contractor.

The Vendor shall maintain during the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Vendor shall maintain during the life of the awarded Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

The Vendor shall maintain during the life of the awarded Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Vendor 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 Vendor by anyone directly or indirectly employed by a Contractor.

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

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Vendor, a Sub-Vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a Sub-Vendor under workers' compensation acts, disability benefits acts or other employee benefits acts.

FORCE MAJEURE; DELAYS

Force Majeure: Vendor shall not be liable for failure to carry out the terms of this solicitation to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of the award due to any one of the following circumstances beyond the control of the Vendor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Vendor shall not be compensated for delays caused by Vendor's inefficiency, rework made necessary by Vendor's work error, failure to perform deliveries as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly carry out the terms of the award. Neither shall the Vendor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Vendor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the terms of the award affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another County Vendor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the delivery date(s) may be extended as necessary to compensate for the delay. All time extensions shall be agreed to in writing by both parties.

GOVERNING LAWS & REGULATIONS

The Vendor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The award shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

OSHA REQUIREMENTS

The Vendor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and vendor employee incidents.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Vendor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Vendor further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the vendor and their employees shall be ANSI certified and meet OSHA standards.

TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

Vendor will ensure that Vendor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

TOXIC SUBSTANCES / FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Vendor(s) shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each Vendor bring their hazardous communication program and SDS in a binder labeled with the Vendor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, Vendors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this solicitation shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Vendor's performance constitutes an act on behalf of the County, Vendor shall comply with all requirements of Florida's public records law. Specifically, if Vendor is expressly authorized, and acts on behalf of the County, Vendor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this solicitation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law and following completion of terms of the award, if the Vendor does not transfer the records to the County; and
 - (4) Upon completion of terms of the award, Vendor shall transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the Services.

If the Vendor transfers all public records to the County upon completion of work, the Vendor shall destroy any duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Vendor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of an award by the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

END OF SECTION

OFFICIAL COUNTY BID FORM WITH ATTACHMENTS

BID NO: 22-16

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 22-16; Lease of Golf Carts, Chargers, and Fleet Management System** in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials and all other incidentals necessary to comply with the Contract Documents to submit the following Bid Proposal.

The "Total Price Bid" shall be the amount derived from adding all unit prices from the Price Sheet. In the event of a discrepancy between unit prices and total price, the unit price shall govern over the extended or total price of each item.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities, and to award one or more bid(s) that best serves the interests of St. Johns County.

DELIVERY: September 30, 2022

\$ _____
Total Bid Lease Price & Bid Alternative #1 (Numerical)

_____/100 Dollar
Total Bid Lease Price & Bid Alternative #1 (Amount written or typed in words)

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

No: _____ Date Received: _____

No: _____ Date Received: _____

No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that a full examination of the locations of the proposed work and the sources of supply of materials

has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid by the County within thirty (30) consecutive calendar days for the time set from the time set for opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the Purchase Order presented by the Owner.

The undersigned pledges to provide the materials and services as specified in the Bid Documents 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 bid 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 St. Johns 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.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements: Official County Bid Form
 Attachment "A" – Price Sheet
 Attachment "B" – St Johns County Board of County Commissioners Affidavit
 Attachment "C" – License / Certification List
 Attachment "D" – Conflict of Interest Disclosure Form
 Attachment "E" – Proof of Insurance

Attachment "F" – Drug Free Workplace Form
Attachment "G" – Claims, Liens, Litigation History
Attachment "H" – Local Preference
Attachment "I" – E-Verify Affidavit
Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "A"

LEASE PRICE SHEET

Bidders shall insert the monthly lease price and extended prices for each item listed in the price sheet below. In the event of an error between the price and extended price, the monthly lease price shall prevail over any extended price.

Total lease price shall include extended prices for all items and freight. No other costs, charges, fees, or amounts shall be billed to the County for provision of the specified items. All pricing above shall be final pricing.

TOTAL LEASE PRICE BID PRICE

The Total Lease Price Bid is the sum of all lease prices for items on the Lease Price List, including freight.

LEASE OF ELECTRIC GOLF CARTS WITH CHARGERS

BID LEASE PRICE: 48 Month Lease of Eighty (80) Electric Golf Carts with Lithium Battery System and Chargers with a five (5) year warranty.

Monthly Lease Price \$ _____ x Eighty (80) carts \$ _____ x 48 Months \$ _____

\$ _____

Total Bid Lease Price (Numerical)

_____/100 Dollars

Total Bid Lease Price (Amount written or typed in words)

BID ALTERNATIVE #1: FLEET MANAGEMENT SYSTEM

48 Month Lease of Eighty (80) Fleet Management Systems with 7" or greater screen with a five (5) year warranty.

Monthly Lease Price \$ _____ x Eighty (80) Fleet Management System \$ _____ X 48 Months \$ _____

\$ _____

Total Bid Additional Lease (Numerical)

_____/100 Dollars

Total Bid Additional Lease (Amount written or typed in words)

BID NO: 22-16

ATTACHMENT "B"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

This 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 ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-16; Lease of Golf Carts, Chargers, and Fleet Management System, in St. Johns County, Florida.

The affiant further states that no more that 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 neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor 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 barred from participating in public contract lettings in the State of Florida or any other state.

(Bidder)

Sworn and subscribed to me this _____ day
of _____, 20____.

By: _____

Notary Public:

(Title)

Signature

Printed

My commission Expires: _____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

ATTACHMENT “C”

LICENSE / CERTIFICATION LIST

In In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license, and certifications listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
State of Florida Business License			

BID NO: 22-16

ATTACHMENT “D”

CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No: 22-16; Lease of Golf Carts, Charges, and Fleet Management System

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of St. Johns County (“County”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant’s/contractor’s professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) : _____

Signature

Print Name/Title

Signature

Print Name/Title

BID NO: 22-16

ATTACHMENT “E”

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

Bidders shall provide certificates of insurance as part of their bid proposal. Certificates of Insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and remove from further consideration.

(Attach or insert a copy of “Certificate of Insurance” here)

BID NO: 22-16

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

ATTACHMENT "G"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, sub-vendor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien. _____

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes _____ No _____ If yes, please explain in detail: _____

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why? _____

7. List the status of all pending claims currently filed against your company: _____

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

ATTACHMENT “H”

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment “I” to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment “I”.

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor’s principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this BID.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this BID.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Respondent is **not** a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Signature – Authorized Respondent Representative

Printed Name & Title

Date of Signature

ATTACHMENT "I"

E-VERIFY AFFIDAVIT

Contract No.: BID 22-16; Lease of Golf Carts, Chargers, and Fleet Management System

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") hereby swears or affirms as follows:

1. Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Vendor further understands and agrees that in the event of such termination, Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

SPECIFICATIONS

MINIMUM SPECIFICATIONS

1. Shipments shall be FOB Destination to the following address: St. Johns Golf Club
4900 Cypress Links Blvd
Elkton, FL 32033
Attn: Wes Tucker
2. Deliveries shall be between 6:30 am and 2:00 pm, Monday through Friday, except for County observed holidays.
3. Upon award, Vendor shall provide mode of delivery, number of transports, and whether or not the delivery will require split delivery dates.
4. Vendor will be responsible for off-loading all items for each shipment at the designated location.
5. Vendor shall provide a lease agreement to be reviewed.
6. Vendor shall provide an amortization schedule of lease payments.
7. Vendor shall provide a copy of warranty to be reviewed.

MINIMUM SPECIFICATIONS OF GOLF CARTS

<u>Load Capacity:</u>	Seating of two (2) persons
<u>Power:</u>	56 Volt DC
<u>Motor:</u>	48 Volt AC
<u>Battery:</u>	Lithium Battery System
<u>Battery Charger:</u>	To Match Cart
<u>Speed Control:</u>	235-amp AC Controller
<u>Brakes:</u>	Automatic Electro Mag
<u>Suspension:</u>	Independent Front Suspension
<u>Steering:</u>	Rack and Pinion
<u>Braking:</u>	Automatic Electro-Magnetic
<u>Tires:</u>	18 x 8.5 x 8 Standard (4-ply rated)
<u>Chassis & Body:</u>	Welded Steel chassis or aluminum frames with fiber reinforced plastic or steel body. (Must be impact resistant)
<u>Dimensions:</u>	95" maximum length & 47" maximum width
<u>Miscellaneous:</u>	Color – Champagne/Beige Two (2) divot repair bottles w/holders Four (4) cup holders One (1) message holder Number & front club logo decals (installed)

Sun canopy top
Sweater basket
Scorecard & pencil holder
Floor mats & pedal (wear resistant)
Side rub rails
Bagwell liner
Two piece windshield

Fleet Management System

Mounted to Golf Cart with a 7” or larger ultra-bright touchscreen
Geo-fencing capability
Direct 2-way communication with pro shop and restaurant
Speakers with phone pairing with pro shop and restaurant
Ability to monitor vehicle maintenance & remote diagnostics
Automatic software updates for five (5) years
Weather Alert Feature
Real-time battery status

Terms:

48 month Lease
\$1.00 pay-off per cart at end of lease

Warranty:

Factory Warranty – with a minimum of five (5) year unlimited amp hour warranty on battery starting from delivery date with the capability of providing thirty-six holes daily between charging.

SEALED BID MAILING LABEL

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"**

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 22-16
BID TITLE:	Lease of Golf Carts, Chargers, and Fleet Management System
DUE DATE/TIME:	By 2:00PM – November 10, 2021
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

November 3, 2021

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 22-16; Lease of Golf Carts, Chargers, and Fleet Management System

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return one original and a copy to the USB drive of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Malinda "Jordy" Fusco, MA, CPM; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. I did not see that you were trading in the current fleet. So you just want pricing on a new fleet with no trade in's?

Answer: Yes. There are no golf carts being used as trades.

2. Is there any trade ins?

Answer: No.

THE BID DUE DATE REMAINS: Wednesday, November 10, 2021 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Malinda "Jordy" Fusco
Procurement Coordinator
Purchasing Division

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #1