

**LEASE AGREEMENT-2007-NEW FL002947**  
**GOLF Cars**

This Lease, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between Joel S. Taylor, Director of Finance for the City of Columbus representing the Department of Recreation and Parks, as duly authorized by virtue of Ordinance No. \_\_\_\_\_, passed \_\_\_\_\_, 2007, by the Council of the City of Columbus, Ohio, hereinafter referred to as the "City" and Textron Golf Turf and Specialty Products, hereinafter referred to as the "Servicing Party".

**WITNESSETH:**

That the Servicing Party agrees to lease to the City gasoline riding golf cars for use at any of the City golf courses in accordance with the terms and conditions described hereunder, as authorized by FL002947.

**GENERAL PROVISIONS**

**1. GOLF CARS**

All golf cars provided by the Servicing Party shall conform with the specifications as bid and listed in the Universal Term Contract. Cars are to be new at start of lease agreement (2006 and 2007). Upon written approval of the City, the servicing party may substitute new golf car models equal to or exceeding the specifications.

**2. TERM**

The term for this Lease Agreement shall be for one (1) year starting 1/1/2007 to 12/31/2007. The Lease Agreement may be extended at the option of the Executive Director of Recreation and Parks for additional one-year leases at each golf course (see Attachment A).

**3. CONDITION UPON RECEIPT**

The City shall inspect all golf cars on delivery each year. Delivery no later than March 1st of each year. The Servicing Party shall provide to the City at the time of delivery an inventory of all golf cars delivered. Each party will sign off and retain a list of golf cars that are delivered.

**4. RENTAL TICKETS**

The Servicing Party shall provide to the City, in sufficient quantity and at no additional cost to the City, rental tickets, in triplicate no later than March 1st of each year. Said rental tickets are to be serially numbered and the City shall be numerically accountable therefore. The City shall require the renter to sign the rental ticket as provided by the Servicing party in every instance that a golf car is rented.

**5. RENTAL RATES**

The City shall rent the golf cars to guests and/or registered players at a rental approved by the Recreation and Parks

Commission. The proceeds of these rentals shall be divided as follows:

- A. An amount equivalent to 34.4\* percent of each round of the above agreed rental, shall be paid to the Servicing Party by the City for each rental, and the City shall retain 65.6 percent of each round of the above agreed rental. \*If in any year or years the LESSOR'S SHARE per golf car reaches \$900.00, for the balance of that year or those years the CITY/GOLF'S SHARE will increase to 90% and the LESSOR'S SHARE will be reduced to 10%. The normal percentage would then resume in the subsequent year and remain in effect unless or until the \$900.00 per car plateau is reached, causing the CITY/GOLF'S SHARE to again escalate.
- B. All payments by the City to the Servicing Party shall be made monthly, by internal invoice processed through the golf office based on golf course cash register receipts. The golf office shall collect, reconcile and store the rental tickets. Textron Golf Turf and Specialty Products (formerly E-Z-Go) retains the right to audit these records, if deemed necessary.
- C. Increases in the rental rate may be imposed by the City. For the purpose of calculating the amount owed to the Servicing, its percentage share as stated in Section 5 (A) shall be used.
- D. The City reserves the right to provide complimentary cars for various purposes and promotions without payment of fees to the Servicing Party as no rental monies shall be collected at the time of usage.

**6. EXCLUSIVE USE**

The City agrees not to permit the use of any other riding golf cars on the City Golf Course(s) during the term of this Lease with the following exceptions:

- A. From time to time it is anticipated that additional golf cars may be required for tournament or special event purposes. In the event additional golf cars are required, the City shall contact the Servicing Party for additional riding golf cars. For these tournaments or special events, the additional golf cars shall be rented by the City to guests and/or registered players under the same terms, rates and conditions as are specified in this lease Agreement. If the Servicing Party is unable to provide, the City can use its own means to solicit cars needed.
- B. The City retains the right to provide additional riding golf cars at City Golf Course(s) for tournaments or special events, if the Servicing Party cannot provide golf cars in accordance with Section 6 (A), above. All monies received from the rental of City riding golf cars at City Golf Course(s) for tournaments or special events use shall be retained exclusively by the City.
- C. The City retains the right to utilize its own golf cars for maintenance and utility purposes.
- D. The City retains the right to utilize Solo Rider (or equivalent), for disabled golfers at each course. Columbus Municipal Golf would like to ultimately have one at each course by lease or ownership.

**7. THE SERVICING PARTY SHALL BE SOLELY RESPONSIBLE FOR THE FOLLOWING:**

- A. Providing all service and repairs on the golf cars and maintaining the golf cars in good rentable condition. All service and repairs shall be made at no cost to the City.
- B. Repairing or providing replacement golf car for any golf car that malfunctions or is damaged within 48 hours after notification has been made to the Servicing Party by the City.
- C. Providing delivery and pick-up of all golf cars on a seasonal basis to be agreed upon by both the Servicing Party and the City at no cost to the City. Cars must be returned no later than March 1st of the following year, if contract is extended beyond the first year.
- D. Insuring all golf cars to cover any loss or damage to golf cars resulting from theft, vandalism, public use or natural disasters.
- E. Routine preventative maintenance inspection and service to all golf cars shall be performed on a weekly basis during the season and entire fleet should be serviced once between November 1 and March 1.

**8. THE CITY SHALL BE RESPONSIBLE FOR:**

- A. Cleaning and washing all golf cars at reasonable intervals.
- B. Providing a secure storage area for all golf cars, however, the City shall not be liable for damage, theft or loss of golf cars.
- C. Completing and providing reports required by the Servicing Party.
- D. Fueling gas golf cars as necessary.
- E. Renting golf cars to guests and/or registered players at each golf course covered by the lease.
- F. Promptly report any and all incidents of damage, theft, loss, or malfunction in regard to the golf cars to the Servicing Party.

**9. DEFAULT**

If the Servicing Party fails to maintain the standards of service required by this Lease Agreement or fails to observe and perform any other provision, covenant, or condition of this Lease Agreement by the end of fifteen (15) days after written notice has been mailed by the City to the Servicing Party specifying such failure, the City shall have the right, as the Executive Director of Recreation and Parks elects, to immediately or at any time thereafter declare this Lease Agreement to be terminated, null and void, therefore canceling the total contract.

**10. CHANGES IN WRITING ONLY**

This instrument designated "Lease Agreement - Golf Cars" and the attachments thereto contain the entire agreement of the parties and no change, modification or waiver in or of the terms, provisions, or conditions for this agreement shall be in any way valid or binding on either party unless the same dated after the date above first subscribed and be in writing, signed by both parties.

**11. CAPTIONS**

The captions of the several sections of this Lease Agreement are not part of the context hereof and shall be ignored in construing this Lease Agreement. They are intended only as aids in locating and in reading the various provisions hereof.

IN WITNESS WHEREOF, this Lease Agreement and all duplicate copies are effective upon execution by all intended parties.

**CITY OF COLUMBUS**

**SERVICING PARTY**

\_\_\_\_\_  
**Joel Taylor**  
**Finance Director**

\_\_\_\_\_  
**Authorized Signature**  
**Textron Golf Turf & Specialty Products**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City                      State                      Zip Code**

\_\_\_\_\_  
**Telephone**

**Contract Compliance: #0530315468**

**APPROVED AS TO FORM:**

**REVIEWED BY:**

\_\_\_\_\_  
**City Attorney**

\_\_\_\_\_  
**Terri S. Leist, Assistant Director**

\_\_\_\_\_  
**Date**

**ATTACHMENT A**

The City is renewing the one-year lease at each of the following courses:

<b><u>Golf Course</u></b>	<b><u># of Cars</u></b>	<b><u>Renewals</u></b>	<b><u>Last year</u></b>
Airport	70	#2	2010
Mentel	80	#2	2010
Champions	75	#2	2010
Raymond Memorial	80	#1	2011
Turnberry	80	#1	2011
Walnut	30	#1	2011
Wilson Road	<u>18</u>	#1	2011
<b>TOTAL</b>	<b>433</b>		



February 15, 2007

Mr. James E. Rhoads  
Textron Golf Turf and Specialty Products  
100 Cart Path Drive  
Monroe, Ohio 45050

Dear Mr. Rhoads:

Enclosed are four (4) copies of the 2007 lease between Columbus Municipal Golf and Textron Golf Turf and Specialty Products for golf riding cars at all 7 of the Columbus Municipal Golf Courses. It is necessary to sign and return all four (4) copies to:

Columbus Municipal Golf  
200 Greenlawn Avenue  
Columbus, Ohio 43223  
Attention: Sharon

Once legislation is passed (goes before Council February 26<sup>th</sup>) and everyone has signed, the contracts will be processed you will receive a fully executed copy.

Sincerely,

Sharon Stanley  
Golf Division

Enclosures

March 23, 2007

Mr. James E. Rhoads  
Textron Golf Turf & Specialty Products  
100 Cart Path Drive  
Monroe, Ohio 45050

Dear Mr. Rhoads:

Enclosed is your fully executed copy of the 2007 lease between Columbus Municipal Golf and Textron Golf Turf & Specialty Products for golf riding cars. If you have any questions, please give me a call at (614) 645-3375.

Sincerely,

Sharon Stanley  
Golf Division

Enclosure