

## MEMORANDUM

TO: Gregg Mandsager, City Administrator  
FROM: Richard Klimes, Director of Parks and Recreation   
DATE: January 12, 2013  
RE: Request Approval – Golf Cart Lease and Maintenance Agreements

## INTRODUCTION:

Please accept this memo and the attached information as a request for approval of a Golf Cart Lease Agreement and a Golf Cart Service Agreement. As the 2013 golf season is rapidly approaching, it is necessary to secure agreements for the provision of 47 golf carts and service agreements for the same.

## BACKGROUND:

In November of 2012 a Request for Proposal was sent to perspective vendors soliciting for a multi-year lease arrangement for the provision of 47 golf carts. Price quotes were received from three vendors. The total price includes lease of carts, annual delivery, winter storage, and regular and seasonal maintenance. As the attached memo from Dan McGinn, Golf Professional shows, the lowest responsive and responsible quote is from Harris Golf Cars from Peosta, Iowa in the amount of \$621.54 annually per cart.

As the financing institution does not perform cart service and the maintenance provider does not offer financing, it is necessary to have approval on both a financing agreement and a maintenance agreement.

## RECOMMENDATION/RATIONALE:

As this time staff would recommend that the City Council approve a Golf Cart Lease Agreement with Yamaha Motor Corporation, USA. in the amount of \$516.54 annually for each of the 47 carts for a period of five (5) years.

Additionally, at this time staff would recommend that the City Council approve a five (5) year service agreement with Harris Golf Cars for the annual maintenance of the before mentioned leased golf carts in the amount of \$105.00 per cart. The cost of the maintenance agreement is directly linked to the previously proposed lease agreement.

## BACKUP INFORMATION:

1. Golf Professional Memo of Recommendation
2. Harris Golf Cars Full Service Contract
3. Yamaha Master Lease Agreement

Thank you for your time and attention to this matter. Please contact me if you have any questions, comments, or concerns.

C. Randy Moeller, Golf Course Supervisor  
Dan McGinn, Golf Professional  
Nancy Lueck, Finance Director

Memo  
January, 9<sup>th</sup> 2013

TO: Richard Klimes, Director of Parks & Recreation  
FROM: Dan McGinn, Golf Professional  
SUBJECT: Golf cart lease agreement

The current golf cart lease agreement at Muscatine Municipal Golf Course expired at the end of the 2012 golf season. A request for proposal was sent out and three companies responded. All three suppliers will meet all of the requirements in the "scope of services," and will be able to provide the 47 vehicles that are required. Below is a brief cost overview of the results:

<u>Company</u>	<u>Brand</u>	<u>Annual Lease &amp; Maintenance cost</u>
Harris Golf Cars	Yamaha	\$621.54
Yotty's Golf Carts	EZ Go	\$624.07
Quad City Golf Cars	Club Car	\$655.39

A more detailed proposal summary is included as an attachment to this memo. (#1)

After reviewing the proposals, I recommend that we enter into a five year lease agreement with Yamaha Motor Corporation and a 5 year maintenance agreement with Harris Golf Cars. There are two separate agreements due to the fact that Yamaha Motor Corporation does not provide the service aspect of the proposal, Harris Golf Cars will provide the service and storage of the carts.

Harris Golf Cars has been the golf cart provider for Muscatine Municipal Golf Course for the last five years and has provided a quality Yamaha cart and has also provided quality service for these carts. Harris has provided good customer service and has responded in a timely manner to all of our needs. The five year lease with Yamaha Motor Corporation will allow the golf course to secure the best pricing and the maintenance agreement with Harris Golf Cars will cover the entire length of the lease.

I have attached the service contract with Harris Golf Cars (#2) as well as the lease agreement with Yamaha Motor Corporation, USA (#3) for your review.

Dan McGinn  
Golf Professional

Attachments:

- #1 Golf cart RFP summary
- #2 Harris Golf Cars Full Service Contract
- #3 Yamaha Master Lease Agreement

## Golf Cart Proposal Summary

### **Harris Golf cars**

Brand: Yamaha

Model: Drive

5 year lease price for golf cars:

Per cart: \$516.54

Per year: \$24,277.44

Total Lease Price for 47 vehicles: \$121,387.20

Additional fees: 6 payments yearly of \$822.50 (\$4,935 annually) for service, storage, transport and insurance.

Total lease price annually including all vehicles and fees: \$29,212.44

Total 5 year lease price: **\$146,062.20**

### **Yottys Golf Carts**

Brand: EZ Go

Model: RXV

5 year lease price for golf cars:

Per cart: \$624.07

Per year: \$29,331.29

Total lease price for 47 vehicles: \$146,656.45

Additional Fees: None

Total lease price annually including all vehicles and fees: \$29,331.29

Total 5 year lease price: **\$146,656.45**

### **Quad City Golf Cars**

Brand: Club Car

Model: Precedent

5 year lease price for golf cars:

Per cart: \$655.39

Per year: \$30,803.33

Total lease price for 47 vehicles: \$154,016.65

Additional Fees: None

Total lease price annually including all vehicles and fees: \$30,803.10

Total 5 year lease price: **\$154,016.65**



Iowa Location  
 9875 Kapp Court  
 Peosta, IA 52068  
 Phone: (563) 582-7390  
 Fax: (563) 582-6863

Illinois Location  
 549 Heartland Drive, Suite A  
 Sugar Grove, IL 60554  
 Phone: (630) 466-5239  
 Fax: (630) 466-5266

Wisconsin Location  
 13900 Leelsbir Road  
 Sturtevant, WI 53177  
 Phone: (262) 886-2816  
 Fax: (262) 898-1803



Golf Cars • Utility Cars • Multi-Passenger Vehicles

[www.harrisgolfcars.com](http://www.harrisgolfcars.com)

### HARRIS GOLF CARS FULL SERVICE CONTRACT

This service agreement shall be between the Customer, *Muscatine Muni GC*, and the Provider, **Harris Golf Cars**.

#### HARRIS GOLF CARS SERVICES PROVIDED

- All recommended **preventive maintenance** as prescribed by Yamaha.
- All **warranty** repairs, recalls, and updates
- **Repair normal wear & tear** items including tires & wheels.
- **On-Call service visits** to inspect and repair vehicles to ensure Customer Satisfaction.
- **End of Season Reconditioning & Storage**. Complete inspection and repair of all components including but not limited to: steering, suspension, brakes, acceleration, electrical, drive train, clutches, batteries, tires, etc. All cars will be returned to manufacturers specs for safety and reliability.

#### CUSTOMER RESPONSIBILITIES

During the term of this agreement, Customer shall complete the following services at Customers expense:

- Perform daily pre-operation inspection
- Maintain all fluid levels and provide clean fuel & full battery charge
- Clean and Secure cars
- Damage repairs from accident, abuse, negligence or acts of God. Harris provided on a time and material basis.

#### DEFINITIONS

**Preventive Maintenance:** All preventive maintenance as prescribed in the Genuine Yamaha Maintenance Chart including parts & labor. This contract requires the use of Genuine Yamaha Parts only.

**Warranty:** Any repairs made due to a manufacturer's defect during Harris/Yamaha's limited **five-year** warranty period. This includes provision for daily 36 hole performance during five year warranty in addition to all recalls and factory modification campaigns.

**Service visit:** Service visits to inspect the vehicles to ensure Customer Satisfaction and to perform prescribed maintenance, warranty repairs or normal wear and tear repairs as required.

**Normal wear:** A part that wears out or fails due to normal wear and tear, including tire/wheels. This does not include repairs caused by damage, abuse, or acts of God. **Harris Golf Cars** will perform those repairs at Customers expense.

#### ADDENDUM

Cars covered by this contract; YDRAL, YT2A, YT1A Quantity 47. This agreement shall be for the period of 4/1/13 through 12/31/18. Customer reserves the right to cancel this contract at any time by providing Harris Golf Cars with written notice at least 60 days in advance. Harris Golf Cars has the right to cancel this contract if Customer fails to execute the Customer Responsibilities described above.

#### PAYMENT SCHEDULE

*Non Interest Accruing Contract amount of \$822.50 will be paid monthly (May-Oct.) to Harris Golf Cars.*

CUSTOMER SIGNATURE	CUSTOMER TITLE	DATE
DISTRIBUTOR SIGNATURE	DISTRIBUTOR TITLE	DATE
<i>Scott Harris</i>	<i>Pres</i>	<i>11-28-12</i>

*Serving Iowa, Illinois & Wisconsin Since 1979!*



**YAMAHA**

**Commercial Customer Finance**

**MUNICIPAL MASTER LEASE AGREEMENT**



YAMAHA MOTOR CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated January 8, 2013, between **YAMAHA MOTOR CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **CITY OF MUSCATINE** having its principal office at 215 SYCAMORE STREET, MUSCATINE, IA 52761 ("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 date 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 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, upon request of Lessor, 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 leased property.

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, 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.** 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, with limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees. 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, any 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; 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. 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 26 below, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. **Status 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.

CITY OF MUSCATINE

as Lessee

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Kim Ruiz

Title: \_\_\_\_\_

Title: Vice President

**EXHIBIT A**  
**EQUIPMENT SCHEDULE # 104759**  
**Dated 01/08/2013**

1. This Schedule covers the following property ("Equipment"):  
**45 YDRA, 1 YT1A, YT2ABEV GOLF CARS**
2. Location of Equipment:  
**MUSCATINE MUNICIPAL G.C.**  
**1820 HIGHWAY 38**  
**MUSCATINE, IA 52761**
3. The Lease term for the Equipment described herein shall commence on March 01, 2013 and shall consist of 60 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:  
**30 MONTHLY PAYMENTS IN THE AMOUNT OF \$4,046.24 (APPLICABLE TAXES TO BE BILLED).**  
**STARTING MAY 2013 AND ENDING OCTOBER 2017. DUE THE 1ST DAY OF**  
**THE MONTH AS FOLLOWS:**

May-13 \$4,046.24	May-14 \$4,046.24	May-15 \$4,046.24	May-16 \$4,046.24	May-17 \$4,046.24
Jun-13 \$4,046.24	Jun-14 \$4,046.24	Jun-15 \$4,046.24	Jun-16 \$4,046.24	Jun-17 \$4,046.24
Jul-13 \$4,046.24	Jul-14 \$4,046.24	Jul-15 \$4,046.24	Jul-16 \$4,046.24	Jul-17 \$4,046.24
Aug-13 \$4,046.24	Aug-14 \$4,046.24	Aug-15 \$4,046.24	Aug-16 \$4,046.24	Aug-17 \$4,046.24
Sep-13 \$4,046.24	Sep-14 \$4,046.24	Sep-15 \$4,046.24	Sep-16 \$4,046.24	Sep-17 \$4,046.24
Oct-13 \$4,046.24	Oct-14 \$4,046.24	Oct-15 \$4,046.24	Oct-16 \$4,046.24	Oct-17 \$4,046.24

5. Interest Factor: 3.80 %

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.

Yamaha is not obligated to perform or provide any service, under any circumstances under the terms of the lease agreement. Service is the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Master Lease Agreement shall not relieve Lessee of the responsibilities under the Master Lease Agreement.

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 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.

This Equipment Schedule is issued pursuant to the Master Lease dated, January 08, 2013 (the "Lease"). All of the terms and conditions, representations and warranties of the Lease are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule and this Equipment Schedule constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF MUSCATINE

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

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Type or Print

Name: Kim Ruiz

Title: \_\_\_\_\_

Title: Vice President



Muscatine Municipal Golf Course

Initialed By: \_\_\_\_\_

**AMORTIZATION SCHEDULE FOR MUNICIPALITY  
MUNICIPAL LEASE AGREEMENT  
LESSEE: Muscatine Municipal Golf Course  
EQUIPMENT SCHEDULE # 104759**

Yield: 3.800%

Mon #	Due Date	Payment	Interest
1	03/01/13	0.00	539.70
2	04/01/13	0.00	541.37
3	05/01/13	4.046.24	543.04
4	06/01/13	4.046.24	532.22
5	07/01/13	4.046.24	521.37
6	08/01/13	4.046.24	510.48
7	09/01/13	4.046.24	499.56
8	10/01/13	4.046.24	488.61
9	11/01/13	0.00	477.62
10	12/01/13	0.00	479.10
11	01/01/14	0.00	480.58
12	02/01/14	0.00	482.06
13	03/01/14	0.00	483.55
14	04/01/14	0.00	485.04
15	05/01/14	4.046.24	486.54
16	06/01/14	4.046.24	475.55
17	07/01/14	4.046.24	464.52
18	08/01/14	4.046.24	453.46
19	09/01/14	4.046.24	442.37
20	10/01/14	4.046.24	431.24
21	11/01/14	0.00	420.07
22	12/01/14	0.00	421.37
23	01/01/15	0.00	422.67
24	02/01/15	0.00	423.98
25	03/01/15	0.00	425.29
26	04/01/15	0.00	426.60
27	05/01/15	4.046.24	427.92
28	06/01/15	4.046.24	416.74
29	07/01/15	4.046.24	405.53
30	08/01/15	4.046.24	394.29
31	09/01/15	4.046.24	383.01
32	10/01/15	4.046.24	371.70
33	11/01/15	0.00	360.35
34	12/01/15	0.00	351.47
35	01/01/16	0.00	362.58
36	02/01/16	0.00	363.70
37	03/01/16	0.00	364.82
38	04/01/16	0.00	365.95
39	05/01/16	4.046.24	367.08
40	06/01/16	4.046.24	355.72
41	07/01/16	4.046.24	344.32
42	08/01/16	4.046.24	332.89
43	09/01/16	4.046.24	321.42
44	10/01/16	4.046.24	309.92
45	11/01/16	0.00	298.38
46	12/01/16	0.00	299.30
47	01/01/17	0.00	300.23
48	02/01/17	0.00	301.15
49	03/01/17	0.00	302.08
50	04/01/17	0.00	303.02
51	05/01/17	4.046.24	303.95
52	06/01/17	4.046.24	292.40
53	07/01/17	4.046.24	280.80
54	08/01/17	4.046.24	269.18
55	09/01/17	4.046.24	257.51
56	10/01/17	4.046.24	245.81
57	11/01/17	0.00	234.07
58	12/01/17	0.00	234.80
59	01/01/18	0.00	235.52
60	02/01/18	0.00	236.25
<b>Totals:</b>		<b>121,387.20</b>	<b>23,361.83</b>

**YAMAHA MOTOR CORPORATION, U.S.A.**

COMMERCIAL CUSTOMER FINANCE  
6555 Katella Avenue, Cypress, CA 90630  
(800) 551-2994, Fax (714) 761-7363  
E-MAIL: Donna\_Hennessy@yamaha-motor.com

NAME OF INSURANCE AGENT:

January 08, 2013

HOLMES MURPHY & ASSOCIATES

ADDRESS: 3001 WESTOWN PKWY

*Please Reference our Quote#* 104759

WEST DES MOINES, IA 50266

PHONE: (515) 223-6800

FAX: (515) 223-6644

RE: MUSCATINE MUNICIPAL G.C.

(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, U.S.A.**  
Attn: Commercial Customer Finance  
6555 Katella Ave  
Cypress, CA 90630

Your Prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

45 YDRA, 1 YT1A, YT2ABEV GOLF CARS

CITY OF MUSCATINE

(Name of Debtor/Lessee)

Equipment Location:

1820 HIGHWAY 38

By: \_\_\_\_\_

(Signature of Authorized Officer)

MUSCATINE, IA 52761

Title: \_\_\_\_\_

# CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 104759  
dated January 08, 2013 to the Master Lease Agreement dated  
January 08, 2013 between Yamaha Motor Corporation, U.S.A.  
(the "Lessor") and CITY OF MUSCATINE  
(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
45 YDRA, 1 YT1A, YT2ABEV GOLF C		See Attachment	NEW	MUSCATINE MUNICIPAL G.C. 1820 HIGHWAY 38 MUSCATINE, IA 52761

ADDITIONAL CONDITIONS/SPECIAL TERMS:

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

CITY OF MUSCATINE

as Lessee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



PLEASE SEND YOUR PAYMENTS TO:

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

**INVOICE NUMBER: MAN 104759**  
*Date Prepared: 01/8/2013*

CITY OF MUSCATINE  
215 SYCAMORE STREET  
MUSCATINE, IA 52761

<b>Due Date</b>	<b>Quote No</b>	<b>Description</b>	<b>Amount Due</b>
	104759	45 YDRA, 1 YT1A, YT2ABEV GOLF CARS for Municipal Lease Cars located at: MUSCATINE MUNICIPAL G.C.	
05/1/2013		Payment	\$4,046.24
		Payment Tax	\$0.00

**YOUR ACCOUNT BALANCE IS ----- \$4,046.24**

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



PLEASE SEND YOUR PAYMENTS TO:

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

**INVOICE NUMBER MAN 104759**  
*Date Prepared: 01/8/2013*

Payment for:  
CITY OF MUSCATINE  
215 SYCAMORE STREET  
MUSCATINE, IA 52761

104759                      \$ \_\_\_\_\_                      \_\_\_\_\_                      # \_\_\_\_\_  
Quote Number                      Amount Paid                      Date Paid                      Check Number