AGREEMENT FOR LEASE OF GOLF CARS
BETWEEN CITY OF RAPID CITY AND MILLER & SONS GOLF CARS LLC

THIS AGREEMENT is entered into this 12th day of OCTOBER 2017, by and between the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota, 57701, a municipal corporation organized under the laws of the State of South Dakota ("City"), and MILLER & SONS GOLF CARS LLC ("Vendor") organized under the laws of the State of IOWA, ("Vendor").

WHEREAS, the City Parks and Recreation Department solicited bids for a five-year lease of a golf cart fleet to be used at Meadowbrook Golf Course and Executive Golf Course ("Equipment"); and

WHEREAS, submitted bids were evaluated in accordance with criteria listed in the advertised invitation for bids; and

WHEREAS, Vendor's submitted bid was selected in accordance with state bid law.

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

1. Vendor Obligations.

1.A. Equipment. Vendor agrees to provide City with the following Equipment during the times provided in Section 1.B.

Sixty One (61) Gas Carts – White Ivory

1. No model under 2018 in year
2. No less than 13HP gas engine
3. Meadowbrook logo to be affixed to the front of each golf cart
4. Independent Front Suspension
5. Consecutive numbers shall be affixed to each cart on the back
6. Sun Top
7. Windshield (Fold & Detachable)
8. Sand/Seed Bottles with brackets
9. Wheel Covers
10. Message Holders
11. 2 Keys per cart
12. USB Port

Six (6) Gas Carts – Dark Blue

1. No model under 2018 in year
2. No less than 13HP gas engine
3. Executive logo to be affixed to the front of each golf cart
4. Consecutive numbers shall be affixed to each cart on the back
5. Sun Top
6. Windshield (Fold & Detachable)
7. Sand/Seed Bottles with brackets
8. Wheel Covers
9. Message Holders
10. 2 Keys per cart
11. Independent Front Suspension
12. USB Port

Two (2) Utility Vehicles – White/Ivory
1. No model under 2018 in year
2. No less than 13HP/gas engine

One (1) Beverage Cart – White/Ivory
1. No model under 2018 in year
2. No less than 13HP/gas engine

Two (2) Electric Golf Carts – White/Ivory
1. No model under 2018 in year
2. No less than a 48v AC power
3. Meadowbrook logo to be affixed to the front of each golf cart
4. Independent Front Suspension
5. Consecutive numbers shall be affixed to each cart on the back
6. Sun Top
7. Windshield (Fold & Detachable)
8. Sand/Seed Bottles with brackets
9. Wheel Covers
10. Message Holders
11. 2 Keys per cart
12. USB Port
1.B.  City Possession of Equipment. Vendor shall deliver all of the Equipment under Section 1.A. within seven days of March 1 of each year of the Lease. Vendor shall remove the Equipment from City's possession within seven days of December 15 of each year. Vendor agrees that it will pay any and all costs of such Equipment delivery and that City will not be responsible for any delivery costs.

1.C. Service and Warranty. The parties agree that Vendor shall provide all maintenance and services associated with the Equipment, including extra keys, additional tires, etc. Vendor shall conduct a complete service of each vehicle at least once annually at the end of the year, including but not limited to oil and filter changes. Vendor is also responsible for all warranty work on all Equipment. The parties agree that Vendor may itself provide the service and warranty work required in this Agreement, or it may contract with a third party to provide all service and warranty work for the Equipment.

2. City Obligations.

2.A. Cost. City's cost for the Equipment described in Section 1 shall be as follows:

<table>
<thead>
<tr>
<th>Equipment Description</th>
<th>Cost per Cart / Per Year</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>61 Gas Golf carts (White carts)</td>
<td>$523.00</td>
<td>31,903.50</td>
</tr>
<tr>
<td>6 Gas Golf carts (Blue carts)</td>
<td>$523.00</td>
<td>3,138.50</td>
</tr>
<tr>
<td>2 Utility vehicle cart</td>
<td>$997.50</td>
<td>1,994.00</td>
</tr>
<tr>
<td>1 Beverage Cart</td>
<td>$830.50</td>
<td>1,661.00</td>
</tr>
<tr>
<td>Total, Yearly Price for All Equipment</td>
<td></td>
<td>38,696.50</td>
</tr>
</tbody>
</table>

2.B. Payment. Vendor shall invoice City no more than two times per calendar year, no less than one time per calendar year.

3. Insurance. Vendor shall not commence work under the Agreement until it has obtained all insurance required under this section. Documents of insurance shall be submitted to the City no later than two weeks after Agreement has been signed. Agreement is voidable if documents of insurance are not received.

Vendor agrees to maintain insurance coverage in the manner and amounts as set forth in Attachment A during the life of the Agreement. No modification or change from these specifications shall be made without the City's written approval.

The commercial general liability policy and automobile liability insurance policy shall include the City as additional insured. The workers compensation policy shall contain a waiver of all rights of subrogation against City.

Each insurance policy shall include a requirement that the insurer provide at least thirty (30) days' written notice to City of cancellation in the terms and provisions of the applicable policy.

4. Indemnification and Hold Harmless. Vendor agrees to indemnify, defend and hold harmless City its officials, employees, agents, residents and representatives against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney's fees, which City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of Vendor and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by Vendor or its employees.
5. **Licenses and Permits.** Vendor shall be responsible for obtaining and paying costs of all necessary permits and licenses required by laws, rules and/or regulations set forth by the City, Pennington County or the State of South Dakota.

6. **Employment Discrimination by Vendor Prohibited/Wages/Information**

During the performance of a contract, the Vendor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disabilities that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

7. **Termination.**

7A. **Termination by City.** City may terminate the Agreement at any time. City shall notify Vendor thirty (30) days prior to any such termination date. With prior notice to the City, Vendor shall have accompanied access to facilities to take possession of Equipment.

7B. **Termination by Vendor.** Vendor may terminate the Agreement prior to the expiration of the term in the event of a material breach on the part of the City. Vendor shall provide 60 days notice prior to the termination date. Upon such termination, and with prior notice to the City, Vendor shall have accompanied access to facilities to take possession of equipment.

8. **Relationship.** This Agreement does not create an employment relationship between the City of Rapid City and Vendor or its agents or employees. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Vendor and the City of Rapid City. No agent of Vendor shall be the agent of the City, and Vendor covenants that it will not take any action in the name of, or by holding itself out as the agent of, the City of Rapid City.

9. **Time.** Time is of the essence of this Agreement.

10. **Waiver.** The failure by one party to require performance of any provision herein shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

11. **Amendments.** This Agreement may only be amended by a written document duly executed by all parties.

12. **Entire Agreement.** This Agreement, along with the Bid Invitation and Vendor's Bid Submission constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements and understandings, whether oral or written.

13. **Execution of Contract.** This Agreement may be executed in counterparts; each such counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one Agreement.

14. **Severability.** If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

15. **Headings.** The headings and numbering of the different paragraphs of this Agreement are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision.
16. **Venue.** This Agreement shall be interpreted under the laws of the State of South Dakota. Any litigation under this Agreement shall be resolved in the circuit court of Pennington County, State of South Dakota.

Dated this **12th** day of **OCTOBER** 2017.

**By**

Mark F. Miller

As **MILLER & SONS GOLF CARS L.L.C.**

STATE OF [Iowa]

COUNTY OF [Hancock]

On this the **12th** day of **October** 2017, before me the undersigned officer, personally appeared Mark F. Miller, who acknowledged himself/herself to be the [Position] of **MILLER & SONS GOLF CARS L.L.C.**, and as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of **MILLER & SONS GOLF CARS L.L.C.**

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Laureen S. Burgardt
Notary Public, State of [Iowa]
My Commission Expires: 1-15-18

Dated this ____ day of _______ , 2017.

CITY OF RAPID CITY

__________________________
Steve Allender, Mayor

Finance Officer

(SEAL)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS 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
Britt-Woden Insurance
103 Main Ave. N.
P.O. Box 8
Britt, IA 50423

INSURED
Miller & Sons Golf Cars LLC
2197 James Ave.
Britt, IA 50423

COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSURED W/YD</th>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>CERTIFICATE NUMBER</th>
<th>REVISION NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>aison (Yes/No)</td>
<td>101</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td>United Fire &amp; Casualty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

LIMITS

- EACH OCCURRENCE Damage to Revived Premises: $1,000,000
- EACH OCCURRENCE Medical Expenses: $100,000
- EACH OCCURRENCE Personal & Adv Injury: $2,000,000
- GENERAL AGGREGATE Products - Comp/Op Agg: $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES
Golf cart sales, service and rentals.

CERTIFICATE HOLDER

Additional Insured:
City of Rapid City
515 West Blvd
Rapid City, SD 57701

CANCELATION

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

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