

NADLER GOLF CAR SALES, INC.

LEASE AGREEMENT

NAME OF LESSEE CITY OF AURORA

ADDRESS 44 E. DOWNER PLACE

CITY AURORA COUNTY KANE STATE IL ZIP 60507-2067

QUANTITY AND DESCRIPTION OF LEASED EQUIPMENT

2016 Season ~ Forty-Two (42), 2012 CLUB CAR PRECEDENT i2 & Nineteen (19), 2010 CLUB CAR

DS Gasoline Golf Cars equipped with: Canopy Tops, Information Holders, Divot Bottle Kits (2), Custom

Nameplates, Sweater Baskets, Bagwell Protectors, Scuff Guards, Power Rib Tires, Numbers, Beige Body

And Seat Color, Fold Down Windshields (Precedents Only), & Wheel Covers (Precedents Only).

2017-2020 Seasons ~ Sixty-One (61), 2012 or NEWER CLUB CAR PRECEDENT i2 Gasoline Golf

Cars equipped with: Canopy Tops, Fold Down Windshields, Information Holders, Divot Bottle Kits (2),

Custom Nameplates, Wheel Covers, Sweater Baskets, Bagwell Protectors, Scuff Guards, Power Rib Tires,

Numbers, & Beige Body and Seat Color.

THIS LEASE AGREEMENT, made and entered into and executed in triplicate this 10th day of MAY, 2016 by and between NADLER GOLF CAR SALES, INC. an Illinois Corporation, hereinafter called 'LESSOR', and CITY OF AURORA hereinafter called 'LESSEE'.

WITNESSETH

WHEREAS, the Lessor is engaged in the business of the sale and leasing of golf cars; and

WHEREAS, the Lessee is the operator of a Golf Course located as aforesaid.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL PROMISES OF THE Parties hereto, IT IS AGREED as follows, to wit:

1. **LEASE**. Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor the golf cars herein above described.
2. **LOCATION**. Said cars are to be used at the Golf Course known as PHILLIPS PARK GOLF COURSE and only at said Golf Course for the purpose of providing transportation to golf players when playing golf. Said golf cars are not to be used at any other location or for any other purpose without the written consent of the Lessor.
3. **EQUIPMENT**. Lessor represents that on delivery, said cars will be in first class mechanical condition, and agrees to maintain said cars in first class mechanical condition through the term of this Agreement, except as hereinafter otherwise provided. Lessor agrees to furnish servicing for said cars not less than once in each calendar week during the season when said cars are in use. Lessor agrees that in the event Lessee shall notify Lessor that any unit is inoperable, Lessor will within forty-eight (48) hours of such notification make examination thereof, and in the event that such unit cannot be made operable within forty-eight (48) hours of such examination, then Lessor will furnish an adequate temporary replacement within said period for such unit. Lessor shall make all repairs promptly and shall repair or replace all parts at their own expense. Lessor guarantees electric cars shall have a minimum 36-hole performance capability throughout the term of said Lease Agreement.

4. **USE.** Lessee agrees not to knowingly allow the use of said cars by persons under driver's license age or persons incapable of operating said units safely.

5. **INSURANCE.** Lessor agrees to furnish, at its own expense, bodily injury and property damage liability insurance with a minimum of \$500,000 combined single limit as a result of any one occurrence for the use, operation, and maintenance of leased golf cars. Said insurance shall name as additional insured Lessee, and a certificate thereof shall be filed with Lessee. Lessor shall carry adequate physical damage coverage for said cars. **Lessee is responsible to Lessor for the first \$20,000.00 of damage, per occurrence, resulting from vandalism and/or theft of said cars. Lessee must notify Lessor, via e-mail, (eric@nadlergolf.com) within (24) hours of any occurrence. Additionally, Lessee must notify the appropriate law enforcement agency within (24) hours of said occurrence. Lessee shall also be responsible for providing Lessor with a police report within one week of said occurrence. Should Lessee not provide proper notification, Lessee is responsible for all costs for repairs/replacements of said golf cars.**

6. **OPERATION.** Lessee shall provide for electric models, electricity and outlets as required, and shall properly charge and water batteries as needed. Lessee shall provide gasoline as required for operation of gasoline models.

7. **STORAGE.** Lessee shall provide adequate and secure storage for said golf cars when not in use.

8. **TIRES.** Lessor shall provide adequate spare tires and Lessor further shall be responsible for any flat tire repairs required by said cars.

9. **DAMAGE AND REPAIRS.** The cost of parts and labor required to repair any normal wear and tear shall be the responsibility of Lessor. Any abnormal damage, whether it be caused by accidents, caused by negligence, and/or improper operation of the vehicle on part of Lessee, employees or renter of said cars shall be invoiced to the Lessee at the normal prevailing rates charged.

10. **MAINTENANCE.** Lessee further agrees to keep said golf cars in a clean and orderly condition at all times so that their use will be encouraged, and that the cars will be maintained so as not to detract from the standard appearance and cleanliness of the Golf Course maintained by said Lessee. In addition, Lessee agrees that Lessee will not, without the prior written consent of Lessor, make an alteration, modification, or addition to any leased golf car, including, without limitation, the addition of any markings, advertising, placards, stickers, or GPS (Global Positioning Systems).

11. **LEASE PAYMENTS.** Lessee agrees to pay to Lessor \$38,470.00 / \$39,650.00 dollars per season. Both Lessor and Lessee acknowledge the length of a season will vary from year to year but in no way does this variation effect the Payment Schedule, hereinafter written, and agreed upon by both Parties. Lessee further agrees to keep records and receipts of all golf car rentals. **A 1.00% MONTHLY SERVICE CHARGE (12% ANNUALLY) WILL BE CHARGED ON ALL ACCOUNTS OVER THIRTY (45) DAYS.**

PAYMENT SCHEDULE

2016 Season (\$38,470.00)

May 10, 2016-----	\$7,442.00
June 10, 2016-----	\$7,442.00
July 10, 2016-----	\$7,862.00
August 10, 2016-----	\$7,862.00
September 10, 2016-----	\$7,862.00

2017 through 2020 Seasons (\$39,650.00)

May 10, 2017 through 2020-----	\$7,930.00
June 10, 2017 through 2020-----	\$7,930.00
July 10, 2017 through 2020-----	\$7,930.00
August 10, 2017 through 2020-----	\$7,930.00
September 10, 2017 through 2020-----	\$7,930.00

12. **LEASE TERM.** This Agreement shall terminate DECEMBER 1, 2020.

13. **FORCE MAJEUR.** Lessor shall not be liable for any part of this Agreement due to any occurrence or contingency beyond their reasonable control, including but not limited to war, hostility, insurrection, riot or other act of civil disobedience, accident, fire, explosion, flood, storm, or other such weather conditions.

14. **MISCELLANEOUS.**

- (a) It is understood that this Agreement is one of rental and not one of sale.
- (b) In the event Lessee defaults in the performance of any of the terms hereof, or fails to make any payment when due, Lessor, in addition to any other remedy accorded by law, shall have the right to declare this Agreement terminated and shall have the right to enter upon the golf course premises and take possession of and remove the golf cars subject to this Agreement. Lessee shall pay all costs and damages incurred by Lessor, including reasonable attorneys fees and costs, in enforcing the terms hereof.
- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties hereto further agree that any action on this Agreement shall be brought in the Circuit Court for the 16th Judicial District, Kane County, Illinois and the undersigned specifically and expressly waives the right to transfer jurisdiction and venue to the Federal Court system.
- (d) Lessee agrees to pay to Lessor, replacement cost (parts only), for any option or accessories that require replacement during the term of this Agreement.
- (e) Lessee shall have the right to terminate this Agreement, for cause, with Ninety (90) Day written notice to Lessor. Upon termination, Lessee shall only be liable for fees actually incurred up the date of termination.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

LESSOR:

NADLER GOLF CAR SALES, INC.

BY *E P Nadler*

ADDRESS:

2700 N. FARNSWORTH AVE.
AURORA, IL 60502

LESSEE:

CITY OF AURORA

BY _____

ADDRESS:

44 E. DOWNER PLACE
AURORA, IL 60507-2067