



MID OHIO GOLF CAR

2333 Hebron Road • Heath, Ohio 43056 • (740)-929-4633 • FAX (740)-929-4627

**FLAT RATE RENTAL AGREEMENT
(WITH MAINTENANCE)**

1. GENERAL PROVISIONS

This agreement, made and entered into this 5TH day of February, 2002, between Mid Ohio Golf Car, hereinafter designated as **Lessor** and City of Gahanna, hereinafter designated as **Lessee**, for the following purposes:

A) Lessor Mid Ohio Golf Car shall lease to **Lessee** City of Gahanna, 25, 1999 Gas Yamaha golf cars with suntops. Also includes one utility car at no charge.

2. CONDITIONS OF RECEIPT OF RENTED PROPERTY

Lessee shall inspect the golf cars when they arrive. Unless the **Lessee** gives notice at the time, it will be considered that the cars are in good condition and repair and that the **Lessee** is satisfied with and accepts them.

3. TERMS AND RENTAL RATE

The term of this agreement shall begin on or about the first day of March and shall expire November 30th, 2002. The City of Gahanna has the option to a one year extension of this agreement at the same terms. The **Lessee** agrees not to remove said golf cars from its premises during the agreement period.

A) The **Lessee** agrees to submit to **Lessor** no less than \$ 655.00 per car each season for rental of said golf cars.

B) Rental shall be submitted in equal payments by the first of each month.

Payment Schedule: \$2729.17
May through October 2002

4. INTEREST

Should the **Lessee** fail to pay any part of the specified rent or any other due indebtedness within ten (10) days after the due date, the **Lessee** shall pay to **Lessor**: interest on such delinquencies at the rate of two percent per month.

5. LESSEE FURTHER AGREES

A) Said golf cars may be used for golfing purposes only and no other uses on **Lessee** premises.

B) Reasonable diligence shall be exercised in selecting users of the golf cars and they will not be rented to anyone under the influence of liquor or drugs.

C) Lessee shall be solely responsible for furnishing each golf car to its renter in safe condition and instructing them in its safe operation.

6. THE LESSEES OBLIGATIONS - REPAIRS & MAINTENANCE

The **Lessee** agrees that it shall be solely responsible and pay for the costs attendant to the following items of maintenance and repair:

A) Clean and wash said golf cars at reasonable intervals.

B) Maintain proper level of water in batteries.

C) The **Lessee** shall provide specified oil and gasoline to operate golf cars (gas cars only).

D) Change flat tires from spares provided by Mid Ohio Golf Car

E) Damage to cars that is not due to normal wear and tear.

F) Maintenance and repair cost to all free use utility and beverage units.

G) **Storage.** The lessee agrees to provide secure golf car storage for the said golf cars during the golfing season.

EXHIBIT A

7. **LESSOR OBLIGATION**

A) Mechanical maintenance and service. Lessor agrees as follows:

- 1) To perform all mechanical maintenance on said golf cars occasioned by normal wear and tear.
- 2) To furnish all replacement mechanical parts required by normal usage and as a result of normal wear and tear.
- 3) Lessor shall inspect the golf car and perform the necessary service on a weekly basis.

8. **LOSS AND DAMAGE INSURANCE**

A) Vandalism. In the event of vandalism, which is to be promptly reported to **Lessor**, any vandalized golf car shall not be utilized until inspected by **Lessor** and/or **Lessor's** agent.

B) Lessee agrees to furnish **Fire, Theft, Collision and Public Liability Property Damage Insurance** and furnish **Lessor** a copy of insurance policy and insurance report on all accidents.

9. **LOSS AND DAMAGE AS OTHERWISE HEREINBEFORE PROVIDED**

The cost of parts and labor required to repair any and all damage caused by neglect or improper use of said cars on the part of the **Lessee** or its employees shall be invoiced to the **Lessee** at the normal prevailing rates charged to the public. In the event of an accident involving property covered under this agreement, the **Lessee** agrees to promptly notify **Lessor** of the facts and circumstances involving the accident and to forward to **Lessor** the names and addresses of any witnesses known to the **Lessee**.

10. **DEFAULT CLAUSE**

Upon any default in payment after rent is due or if the leased equipment becomes subject to execution because of proceedings against the **Lessee** or bankruptcy, receivership or insolvency proceedings are instituted by or against **Lessee** or if **Lessee** violates any other provisions of the rental agreement **Lessor** shall have the right to exercise all remedies at law or inequity and also **Lessor** shall have the right, without notice or demand, to take possession of the equipment wherever found, and **Lessee** hereby authorizes **Lessor** to enter any premises in which the equipment may be found, with or without force or process of law, and forthwith take possession of the equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement on the date first above written.