City of Birmingham
A Walkable Community

MEMORANDUM

Department of Public Services

DATE: **December 2, 2014**

TO: **Joseph A. Valentine, City Manager**

FROM: **Lauren A. Wood, Director of Public Services**

SUBJECT: **Amendment to Golf Cart Lease – Add Six Additional Carts**

We have a very busy league day on Wednesday's at Lincoln Hills and there are many occasions our league players have to wait for a cart to begin play. This has been reoccurring in past years as well. In July, we leased six (6) additional gas carts to our fleet to alleviate this problem and it was very successful. In addition, these carts have also been utilized for tournament play and other heavy play periods.

As a result, we would like to add these six (6) carts to our current golf cart lease with Pifer, Inc. for the 2015 and 2016 golf seasons. There are two years remaining with the current lease agreement. The cost of these additional carts would be $600 per cart per year which is an additional cost of $3,600 per year. This amount would be added to our existing contract and we would receive 48 carts rather than only 42 carts in spring of 2015. The rental rate for the golf carts is $8.00 per person. This amount is periodically reviewed and still found to be competitive. The revenue generated for golf carts this golf season through November 30, 2014 is $149,103. The annual lease cost for all 48 carts will be $29,850. Attached is the Amendment to the Golf Car Lease Agreement and current Agreement for your review.

SUGGESTED RESOLUTION:
To approve the Amendment to the Golf Car Lease Agreement between the City of Birmingham and Pifer, Inc. for an additional $600.00 per car per year or a total increase per year in the amount of $3,600; and further to authorize the Mayor and City Clerk to sign the amended lease documents on behalf of the City. Funds for this lease are contained with the Equipment Rental line item, account # 597-753.002-941.0000.

AMENDMENT TO THE GOLF CAR LEASE AGREEMENT WITH PIFER, INC.

THIS AMENDMENT to the Golf Car Lease Agreement with Pifer, Inc., ("Amendment") made this ____ day of _____, 2014 by and between the **City OF BIRMINGHAM,** having its principal office at 151 Martin Street, P.O. Box 3001, Birmingham, Michigan, 48012 (hereafter "City"), and **PIFER, INC.,** of 8341 E. Holly Road, Holly, Michigan 48442 (hereinafter "Vendor"), provides as follows:

WITNESSETH:

WHEREAS, the City and Vendor entered into a Golf Car Lease Agreement ("2014 Agreement") on March 10, 2014; and,

WHEREAS, the City agreed to lease 42 golf cars from Vendor in the 2014 Agreement; and,

WHEREAS, after the start of the 2014 golf season, the City needed to add six (6) gas golf cars to the fleet to be used at Lincoln Hills, bringing the total gas golf cars under the 2014 Agreement to 13; and,

WHEREAS, the City wishes to continue to lease these 6 additional gas golf cars for the remaining two years of the 2014 Agreement, for the price of $600 per car per year as rental/lease payment; and,

WHEREAS, the payment schedule set forth in Section 3 of the 2014 Agreement will be as follows to include the added golf cars:

The payment schedule shall be as set forth below:

	2015	2016
April	$4,975.00	$4,975.00
May	$4,975.00	$4,975.00
June	$4,975.00	$4,975.00
July	$4,975.00	$4,975.00
August	$4,975.00	$4,975.00
September	$4,975.00	$4,975.00

WHEREAS, the Vendor also desires to add the 6 gas golf cars to the 2014 Agreement.

NOW, THEREFORE, AND IN CONSIDERATION OF THE RESPECTIVE AGREEMENTS AND UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. The Contractor shall provide the additional gas golf cars in connection with and under the same terms and conditions of the 2014 Agreement with the understanding that rental/lease payments for these 6 added gas golf cars shall be $600 per added per car per month, as set forth in the table above.

2. This Amendment shall expire on March 10, 2017, unless terminated sooner under the terms and conditions of the 2014 Agreement.

3. This Amendment shall amend the 2014 Agreement, and no other modifications shall be binding upon the parties unless set forth in writing and signed by both parties.

4. Except as set forth above, and as otherwise may be in conflict with this Amendment, the other provisions in the 2014 Agreement are unaffected by this Amendment and shall remain in force.

PIFER, INC.

By:_____

Its: President

CITY OF BIRMINGHAM

By:_____
Stuart Lee Sherman
Its: Mayor

By:_____
Laura Pierce
Its: City Clerk

Approved:

Joseph A. Valentine, City Manager
As to Substance

Lauren A. Wood, Director of Public Services
As to Substance

B. Sharon Ostin, Director of Finance
As to Financial Obligation

Timothy J. Currier, City Attorney
As to Form

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 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
THE STANTS INSURANCE GROUP, INC.
P.O. Box 1022
Union Lake, MI 48387
0092173

CONTACT NAME:
PHONE (A/C, No, Ext): (248) 366-9842 FAX (A/C, No): (877) 299-2058
E-MAIL ADDRESS: paul@stantsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Motorists Commercial Mutual Ins Co	13331
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
PIFER, INC.
8341 E Holly Rd
Holly, MI 48442
(248) 634-9444

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [ ] PRO-JECT [ ] LOC			4-2360685	11/1/2014	11/1/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 500,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			4-2360686	11/1/2014	11/1/2015	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4-2361661	11/1/2014	11/1/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	GARAGE LIABILTY			4-2360685	11/1/2014	11/1/2015	AUTO ONLY - EA ACCIDENT $1,000,000 OTHER THAN AUTO ONLY - EA ACC $1,000,000 OTHER THAN AUTO AGG $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CITY OF BIRMINGHAM, INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF ARE ADDITIONAL INSURED. Primary Insurance per CG0001 (12-07) Commercial Liability Conditions Section IV 4. Other Insurance and CA0001 (10-01) Business Auto Conditions Section IB 5. Other Insurance

CERTIFICATE HOLDER
City of Birmingham
851 E. Eton St.
P.O. Box 3001
Birmingham, MI 48009

CANCELLATION
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
Paul W. Stants

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GOLF CAR LEASE AGREEMENT WITH PIFER, INC.

This Agreement (Agreement) is entered into this **10th** day of March, 2014, by and between **PIFER, INC**. whose address is 8341 E. Holly Road, Holly, Michigan, 48442 (hereinafter called the "Vendor") and the **CITY OF BIRMINGHAM,** a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48012 ("City").

RECITALS:

WHEREAS, the CITY and Vendor entered a Lease Agreement and Service Agreement in 2011, and the parties wish to extend that Agreement for three years, and,

WHEREAS, the CITY would like to lease golf cars for its municipal golf courses from VENDOR as well as enter a Service Agreement with VENDOR related to the maintenance of the golf cars, and,

WHEREAS, the City has prepared a request for sealed proposals (RFP) endorsed "Golf Cart Lease Bid March 3, 2014" which includes certain instructions to bidders and specifications, and, in connection therewith, has advertised for and sought sealed proposals endorsed "Golf Cart Lease Bid March 3, 2014," which includes certain qualifications, instructions to bidders, specifications, and General Contract Conditions (collectively the "RFP"), and,

WHEREAS, the VENDOR has made a bid ("Bid") to provide golf carts in accordance with the RFP, in the amount set forth in its bid form, and which bid has been accepted by the CITY.

WHEREAS, the VENDOR is willing to lease such golf cars and enter into such a Service Agreement desired by the CITY for the considerations hereinafter expressed.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE RESPECTIVE AGREEMENTS AND UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. It is mutually agreed by and between the parties that the documents consisting of the RFP documents, Bid, Bid Forms and all bid bonds required for this project shall be incorporated herein by reference, and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of these documents are in conflict with this Agreement, the terms of this Agreement shall take precedence, then the RFP documents, then the Bid.

2. The CITY shall lease 42 golf cars from VENDOR as follows:

   a. 7 Gas reconditioned E-Z-GO Golf Cars, green w/tan top & seats,

model year 2010/2011 or newer, with new batteries.

b. 35 Electric reconditioned E-Z-GO Golf Cars, green with tan sun canopy and seats, model year 2010/2011 or newer, with new batteries and Battery Indicators.

c. All Golf Cars shall have a sweater basket, message holders, fender scuff guard, (2) tow bars and new batteries.

d. The above agreed upon Golf Cars will meet specifications required under this Agreement and the RFP, and the Lease shall be a Full Service Lease.

3. The City shall pay VENDOR $625.00 per car per year as rental. With a "pay six months/skip six month" payment schedule. Payment shall be due from CITY to VENDOR on the 1st of the month. Any payment past due shall accrue late charges from the due date at the lower of (a) VENDOR's then prevailing late charge rate, or (b) the highest rate permitted by law.

The payment schedule shall be as set forth below:

	2014	**2015**	**2016**
April	$4,375.00	$4,375.00	$4,375.00
May	$4,375.00	$4,375.00	$4,375.00
June	$4,375.00	$4,375.00	$4,375.00
July	$4,375.00	$4,375.00	$4,375.00
August	$4,375.00	$4,375.00	$4,375.00
September	$4,375.00	$4,375.00	$4,375.00

Each payment made pursuant to this Lease shall be applied first to any charges or other expenses due under the terms of this Lease and the remaining balance, if any, to any rent then due.

4. The term of this Agreement shall be three years commencing March 10, 2014 and expiring on March 10, 2017. This Agreement is non-cancelable and shall commence upon actual delivery of the Golf Cars to the CITY.

5. WARRANTIES. The CITY acknowledges that VENDOR is not the manufacturer or seller of the equipment. VENDOR MAKES NO WARRANTY

OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT, OR ITS FITNESS FOR A PARTICULAR PURPOSE, OR THE DESIGN OR CONDITION OF THE EQUIPMENT, OR THAT THE EQUIPMENT SATISFIES THE REQUIREMENTS OF ANY LAW, GOVERNMENTAL REGULATION, CONTACT, OR SPECIFICATION.

The CITY hereby agrees to and acknowledges that the standard E-Z-GO new car and the battery manufacturer's warranties remain in effect but that the CITY shall not receive any reduction in monthly payments listed herein for any warranty work provided or arranged by the VENDOR under this agreement.

6. TITLE TO EQUIPMENT. The CITY shall have not right, title or interest in the Equipment, except a leasehold interest to possess and use the equipment during the term of the Lease subject to the terms hereof. The equipment is and shall remain personal property and shall not become part of CITY's physical plant. VENDOR shall have the right to display notice of its ownership on the equipment by affixing to each piece of Equipment in a conspicuous place such metal plate, or other form of notice that VENDOR may reasonably require and CITY will not alter, deface, cover, obscure, or remove such ownership notice. Except as provided in Section 17, upon termination of this Lease, VENDOR shall be entitled to all equipment leased herein and the VENDOR or the VENDOR's designates shall have the right to enter the CITY's premises and remove same. It is understood and agreed that for all purposes this Agreement is intended to be a Lease and that CITY does not hereby acquire right, title, or interest to any equipment leased hereunder, except the right to use the same under the terms provided herein.

7. LIENS AND ALTERATIONS. The CITY will keep equipment free from any liens, claims or encumbrances and will not without the prior written consent of VENDOR, make or suffer any changes, alterations, improvements or remove any parts, accessories or attachments other than in the course of routine maintenance.

8. USE OF EQUIPMENT. CITY agrees and warrants that the equipment leased herein will not be used or operated in violation of any law, ordinance or governmental regulation.

9. ASSIGNMENT. This Agreement and all rights of VENDOR hereunder may be assigned by VENDOR at any time without CITY's consent, and after notice to CITY of such assignment, CITY agrees thereafter to make all lease payments hereunder to VENDOR's assignee. In the event of any such assignment, the CITY agrees that it shall not assert against VENDOR's assignee, any defense, deduction, claim, counter claim or set off which CITY may have against VENDOR, whether arising out of this agreement or any other transaction or

otherwise. After any such assignment, all references to "VENDOR" herein shall refer to the VENDOR's assignee, and such assignee shall have all rights, privileges and remedies of VENDOR hereunder. The CITY shall not sell, transfer, assign, sub lease, convey or pledge its interest in or to this Lease or the equipment without the prior written consent of VENDOR and any such sale, transfer, assignment, sublease, conveyance of pledge, whether by operation of law or otherwise, without the prior written consent of VENDOR shall be void. Should the CITY sell the golf course, it will notify the VENDOR and the Lease Agreement will be transferred to the new owner.

10. STORAGE. The CITY assumes the responsibility for the safe housing indoors or under suitable cover of Equipment during the night and non-utilized periods. The CITY shall be required to repair all flat tires. Additional tires mounted or rims will be provided by the VENDOR.

11. INSPECTION BY VENDOR. CITY agrees that VENDOR or VENDOR's agent shall have the right, during CITY's normal operating hours, to inspect the equipment and the maintenance records of the equipment. Upon inspection, VENDOR may serve written notice to CITY should there be incidence of noncompliance with the terms of this Agreement. If, after ten (10) days from the date of such notice, said non-compliance has not been corrected to the reasonable satisfaction of VENDOR, VENDOR shall have the option to:

A. Effect the necessary repairs and collect the cost of said repairs from CITY;

B. Take possession of the subject Equipment and collect from the CITY the cost of repairing the Equipment, all owing and unpaid lease payment and an amount equal to six times the monthly rental payment; and,

C. Declare CITY in default of this Agreement, and proceed to exercise its rights under Section 15 hereof.

12. INSURANCE. The City shall, at its own expense, insure equipment against loss, theft, damage, fire, destruction or vandalism in the amount of $5,000 per incident per cart. Lessor shall carry insurance against loss, theft, damage, fire, destruction or vandalism in amounts in excess of $5,000 per incident per cart, but such coverage shall not extend to the negligent operation of equipment by the City or individual operators renting from the City. Lessor acknowledges that the City is self-insured. Insurance proceeds shall be applied at the option of the Lessor (i) for the replacement, restoration or repair of any equipment, which may be lost, stolen, destroyed or damaged or (ii) toward the obligations of the City for rent hereunder. In the event the Lessor elects to apply the proceeds to the replacement, restoration or repair of any equipment, which may be lost, stolen, destroyed or damaged, this Lease shall continue in full force and effect. In the event that the Lessor elects to apply such

proceeds to the City's obligations for rent hereunder, any balance of the proceeds shall be the property of the Lessor and the City's obligations for rent shall cease. Lessor will provide to the City evidence of its liability insurance, which must be acceptable to the City.

The VENDOR shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. The CONTRACTOR shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.

E. Professional Liability: Professional liability insurance with limits of not less than $1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;

2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;

5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

13. PERFORMANCE OF OBLIGATIONS OF CITY BY VENDOR. If CITY fails to timely and properly perform any of its obligations hereunder, VENDOR may, but shall not be obligated to perform such obligations on behalf of CITY, and the cost of such performance and the amount of the reasonable expenses of VENDOR incurred in connection with such performance

together with late charges at the rate specified in section 2 for late payments, shall be payable by CITY upon demand by VENDOR and such action by VENDOR shall not be deemed a cure or waiver of any default of CITY hereunder. Gasoline, E Z Go Oil, or electricity required for the operation of said cars shall be furnished by the CITY. The CITY agrees that it will not permit any other electrical or mechanical golf cars to be operated on said golf course except for member owned cars. City also agrees the golf cars will not be used as a maintenance vehicle, carrying refreshments, or picking up balls from the driving range.

14. TAXES. CITY will pay, or reimburse VENDOR, for any and all sales use, property and any other taxes now or hereafter imposed by any state, federal or local government based upon the ownership, leasing, renting, sale or possession or use of the equipment whether the same be assessed to the VENDOR or CITY, together with any penalties or interest in connection therewith, except taxes imposed or measured by the net income of the VENDOR.

15. INVESTMENT TAX CREDIT INDEMNIFICATION. It is hereby agreed that Lessee shall indemnify and hold harmless Lessor from and against any loss or liability incurred by Lessor by reason of any disposition or other disqualifying use of the equipment by Lessee affecting the Investment Tax Credit allowed for the equipment under the Internal Revenue Code of 1954, as amended.

16. DEFAULT. The occurrence of any of the following events shall, at the option of the VENDOR, terminate this lease and CITY's right to possession of the equipment,

(a) The default by CITY under any term, covenant, or condition of this lease; and,

(b) Any act of bankruptcy or insolvency or reorganization or receivership or assignment or levy by or against CITY.

Upon the happening of any of the above events, VENDOR reserves the right to:

(i) Enter any premises where any equipment shall be located and remove or retain same without being liable to any suit, action, defense or other proceeding by Lessee;

(ii) Sell at public or private sale or lease any portion of said equipment, and apply the proceeds of such sale or lease, after deducting all costs incurred by VENDOR including, but not limited to repair costs, recovery fees, storage costs, and attorney's fees, against the amounts then due or thereafter to

become due by CITY under the Lease. If such proceeds are less than the present amounts due plus any future amounts due, CITY shall immediately pay VENDOR the difference;

(iii) Recover from CITY all amounts due or to become due herein and/or; and,

(iv) Pursue any other remedy at law or in equity whether or not covered in this Agreement.

17. NOTICE AND PAYMENTS. All communications which may be or are required by VENDOR or CITY shall be in writing. Communications to the VENDOR shall be addressed to:

PIFER INC.
8341 E. Holly Road
Holly, MI 48442

If to CITY:

CITY OF BIRMINGHAM
Lauren A. Wood, Director of Public Services
851 S. Eton Street
Birmingham, MI 48009

18. OPTION TO PURCHASE. Such option shall be exercised by giving Lessor written notice of same no later than 30 days prior to the expiration of this Lease. The purchase price for the equipment shall be as stated in Section 2 above. Lessee shall take title to the equipment "AS IS, WHERE IS."

19. SAVING CLAUSE. In the event that any terms and provisions of this Agreement are in violation of, or prohibited by, any law, statute or ordinance of the state, or country in which it is used, the remainder of this Agreement shall not be invalidated.

20. ADDITIONAL DOCUMENTS. CITY agrees to execute, or obtain and deliver to VENDOR, at VENDOR's request, such additional documents as VENDOR may reasonably deem necessary to protect VENDOR's interest in the equipment and in this Agreement, including, without limitation, financing statements, landlord's waivers, and mortgagee's waivers. CITY shall pay, or reimburse VENDOR on demand any filing fees or expenses incurred in connection with such additional documents. The execution of financing statements, or the filing of the same shall be for information purposes only and shall not be construed as an intention by the parties that the equipment is being sold to CITY under this

Agreement.

21. ENTIRE AGREEMENT. The parties agree that this instrument, together with attached Addenda (if any) constitute the entire Agreement between the parties and that no verbal understanding not incorporated in this document is binding upon either party. Both parties covenant to fulfill the obligations imposed upon them and waive any specific rights granted by state laws which might allow them to evade their respective responsibilities.

22. SETTLEMENT OF DISPUTES. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

23. UNIT LOCATION. It is hereby agreed by both parties that the units shall be exclusively located at: City Of Birmingham Golf Courses and the VENDOR shall endeavor to service the units at this location. VENDOR reserves the right to transport the units to an outside location if major repairs are required.

24. SERVICE SCHEDULE. The VENDOR agrees to service and maintain the units herein subject to the terms of this Agreement on an on call basis during all months the Club normally operates the units.

25. CLUB'S MAINTENANCE RESPONSIBILITIES. The Club agrees at its sole cost and expense to: (a) on a daily basis, charge, water and clean batteries; store and secure units and maintain vehicles except for normal wear and tear; (b) on a weekly basis, to check and maintain tire pressure, change flat tires, wash and clean cars; and, (c) on an as needed basis, gas units only, check and refill oil. VENDOR will provide spare tire which Lessee will change between service days.

26. VENDOR MAINTENANCE RESPONSIBILITIES. Subject to the terms and conditions of this Agreement as well as the Attachment to VENDOR's BID FORM, which incorporated herein, the VENDOR agrees to keep all units herein in good repair and operating condition, doing so with reasonable dispatch and to replace

with new pans and badly worn or broken parts. The VENDOR will repair or replace all accessories and components of the vehicles as may detract from its cosmetic condition or appearance for cars of comparable age, under normal conditions, subject to expected wear and tear. The VENDOR further agrees to provide replacement batteries as required. VENDOR agrees to furnish a replacement vehicle to the City when one of the leased vehicles is serviced for a period of time exceeding one (1) week.

27. PARTS DISPOSITION. It is expressly agreed to by the CITY that the VENDOR shall be given title to and shall retain for the VENDOR's use of disposition all parts and batteries replaced under this Agreement.

28. VENDOR'S PERSONNEL. VENDOR warrants that VENDOR's service personnel will be qualified golf car mechanics. The VENDOR shall maintain workman's compensation coverage on its employees.

29. INDEMNIFICATION. Each Party shall be responsible for its own acts and the acts of its employees and officers, the costs associated with those acts, and the defense of those acts.

IN WITNESS WHEREOF, the parties execute this Contract.

WITNESSES:

_____

_____

_____

PIFER INC.

By: _____

Its: President

CITY OF BIRMINGHAM

By: _____
Scott D. Moore

Its: Mayor

By: _____
Laura Pierce

Its: City Clerk

Approved:

_____
Joseph A. Valentine, Interim City Manager
(Approved as to substance)

Lauren A. Wood, Director of Public Services
(Approved as to substance)

Timothy J. Currier, City Attorney
(Approved as to form)

Sharon Ostin, Director of Finance
(Approved as to financial obligation)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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 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
THE STANTS INSURANCE GROUP, INC.
P.O. Box 1022
Union Lake, MI 48387
0092173

CONTACT NAME:
PHONE (A/C, No, Ext) (248) 366-9842 FAX (A/C, No) (877) 299-2058
E-MAIL ADDRESS: paul@stantsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Motorists Commercial Mutual Ins Co	13331
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
PIFER, INC. &
SCOTT PIFER, INDIVIDUALLY
8341 E Holly Rd
Holly, MI 48442
(248) 634-9444

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN. AGGREGATE LIMIT APPLIES PER POLICY / PRO-JECT / LOC			3-2360685	11/1/2013	11/1/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 500,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			3-2360686	11/1/2013	11/1/2014	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3-2361661	11/1/2013	11/1/2014	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	GARAGE LIABILTY	Y		3-2360685	11/1/2013	11/1/2014	AUTO ONLY - EA ACCIDENT $1,000,000 OTHER THAN AUTO ONLY- EA ACC $1,000,000 OTHER THAN AUTO AGG $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY OF BIRMINGHAM, INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF ARE ADDITIONAL INSURED. Primary Insurance per CG0001 (12-07) Commercial Liability Conditions Section IV 4. Other Insurance and CA0001 (10-01) Business Auto Conditions Section IB 5. Other Insurance

CERTIFICATE HOLDER

City of Birmingham
851 E. Eton St.
P.O. Box 3001
Birmingham, MI 48009

CANCELLATION

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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michigan municipal league

Liability & Property Pool

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

Name and Address of Participant:
City of Birmingham

151 Martin St., P.O. Box 3001
Birmingham, MI 48012-3001

Coverage Afforded:
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

Name and Address of Service Provider:
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

Coverage	Contract Number	Expiration Date	Limits of Liability
General Liability	MML001444012	7/1/2014	$10,000,000
Automobile Liability			Bodily Injury & Property Damage Combined Single Limit
Other Inland Marine Golf Carts	MML001444012	7/1/2014	$210,000 Total Blankt Limit $ 1,000 Deductible

Description of Operations/Locations/Vehicles:

Certificate Holder Additional Insured & Loss Payee solely with respect to: Lease of [42] E-Z-Go Golf Carts for the Lincoln Hills and Springdale Golf Courses, Lease Agreement dated March 1, 2011. Account #'s 584-2564-784 37-01 and 597-2564-784.37-01.

CANCELLATION Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Name and Address of Certificate Holder:
Pifer, Inc.
8341 E Holly Rd
Holly, MI 48442

Date Issued 6/10/2013

By _____
Authorized Representative

MML-1(11/99)