

RENTAL AGREEMENT



Office (480) 649-5529

Date: January 5, 2016

Customer: City of Glendale

Contact: Thomas Vickers

Billing: 6835 N. 57th Drive

Address: Glendale, AZ 85301

Phone: 623-872-5024

Alt. Phone: 623-640-8624

On-Site Contact: _____

Fax: 623-872-5095

Email: tvickers@glendaleaz.com

Delivery Address: 9495 W. Maryland Ave., KGLN Building

Address: Glendale, AZ 85305

Delivery Date: 01/15/16

Delivery Time: TBD

Pick Up Date: 01/18/16

Pick Up Time: TBD

PO# _____

QTY	C/E	Description	Quantity	D/M/W	Rate / Unit	Total
4	Gas	4-Passenger Carts	1	Days	\$ 57.00	\$ 228.00
					\$ -	\$ -
		1 Day Rental			\$ -	\$ -
		January 16th, 2016			\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
		Spare Tires Included			\$ -	\$ -
		Spare Keys			\$ -	\$ -

Customer is responsible for all damages, abuse & theft.
 Payment is due at time of delivery or prior to delivery.
 Rental quote is valid for 30 days from date of rental quote.
 Customer subject to a fee if order is not confirmed 48hrs prior to delivery.
 \$250.00 additional fee for weekend pickups.
 Customer is responsible for flat tires. \$50 fee per tire if spares are not returned. \$5 fee, per key, if not returned.
 Tampering with the speed governor's will result in a \$1000.00 fee, per cart.

Fuel	\$ 40.00
Delivery / Pick Up:	\$ 275.00
Load/Unload Fee	\$ 20.00
Subtotal	\$ 563.00
8.05% Sales Tax	\$ 45.32
Deposit:	
Grand Total	\$ 608.32

RESERVED BY: KK

***Equipment Value: \$18,000.00

****PLEASE REFRAIN FROM THE USE OF DECALS, STICKERS AND TAPE ON GOLF CAR BODY****
 I have read and agree to the terms and conditions printed on the reverse side of this agreement.

X [Signature]
 Customer Signature

DATE: 1/7/16

X [Signature]
 Action Authorization Signature

DATE: 01/08/16

ACTION COPY

Please Sign and Fax back to reserve. Fax # 480-247-4225

RETURN OF EQUIPMENT: Customer agrees at the expiration of the term hereof or sooner termination of this lease/rental, to return, transportation costs prepaid, all of the equipment to ACTION, at the place of business of ACTION above stated in the same operating condition, order, repair and appearance as when received (ordinary wear and tear expected) and free of all liens and encumbrances.

LOSS AND DAMAGE: The Customer agrees to pay Action for all loss and damages to the equipment arising from any cause whatsoever (except ordinary wear and tear) that may occur during the life of the lease/rental and until such equipment has been returned into the possession of ACTION and accepted by it. It is agreed by the parties hereto, that the value as herein before stated is hereby accepted as the true value and shall be used in case of arbitration or adjustment. In making such adjustment it is understood that no rentals theretofore paid or due shall apply to the payment of such loss. It is further understood and agreed in making any adjustment for loss or damages to equipment. Customer shall be credited with the amount of insurance payment received by ACTION under insurance policies, if any insurance recovery is effected thereunder. Customer, in addition to liability for loss or damage to said equipment caused by strikes, riot and civil commotion arising from any cause whatsoever.

INSPECTION: Customer shall, whenever requested, advise ACTION or it's representatives may, for the purpose of inspection at all reasonable times, enter upon any job, building or place where the equipment is located and remove the same without notice to Customer, if the equipment is, in the opinion of ACTION being used beyond its capacity or in any manner improperly cared for or abused.

WARRANTY: ACTION agrees that each item of equipment is of size, design and capacity selected by Customer and that the same is suitable for its performance except such obligations as may be undertaken in a written statement designated "Warranty" executed by ACTION concurrently herewith and attached hereto. Such warranty applies only to items specifically enumerated therein. ACTION assumes no obligation whatsoever to Customer for time lost or penalties suffered by Customer while equipment is inoperable for any reason and no deductions are to be made from rental payments therefore. ACTION shall use reasonable care to see that the equipment is in proper working condition before delivery to Customer. The receipt and acceptance by the Customer of said equipment shall constitute good, safe and serviceable condition, and fit for use, unless the Customer makes claim to the contrary to ACTION within two days after receipt of said equipment.

SUPPLIES, MAINTENANCE AND REPAIRS: Customer shall be responsible for and shall bear the expense of all fuel and lubrication for each item of equipment. ACTION undertakes no obligation with respect to repairs or replacement of parts, attachments, accessories or equipment, except pursuant to written warranty as provided in the section of this lease/rental agreement entitled "WARRANTY". Customer agrees to maintain said equipment in the same condition as delivered to it by ACTION, usual and ordinary wear and tear expected.

OPERATION: Customer agrees that the equipment shall be used solely in the conduct of the Customer's business and within Customer's possession and under it's control, that said equipment is to be used solely by the customer or it's employees and for the purpose for which it is intended, that said equipment will be operated only by competent employees of Customer and shall not be used beyond its normal capacity. When equipment is not in use it will be kept in a protected area.

LIABILITY: Customer shall be liable for all expenses, damages and claims arising out of its possession and operation of the equipment herein described, and shall hold ACTION and its assigns harmless therefrom.

INSURANCE: The Customer further agrees to protect ACTION on this contract with full insurance coverage, said insurance to cover loss or damage occasioned by fire, theft, flood, explosion, accident or any other cause that may occur during the life of this lease/rental and to protect ACTION by insurance in an amount satisfactory to ACTION against public liability of any and every kind.

SUB-LEASE/RENTING: The Customer shall not have the right to sub-lease/rent the said equipment nor remove it from Country and State specified in this contract without written consent of ACTION.

TITLE: Title to the equipment shall at all times be vested in ACTION unless transferred to the Customer through sale. The Customer shall give ACTION immediate notice of any levy attempted upon said equipment or if said equipment from any cause becomes liable to seizure, and to indemnify ACTION against all loss and damages caused by any such action.

DEFAULT: If the Customer shall fail to make any rental payment when due, shall attempt to sell or encumber any interest in the equipment, shall cause doing business as a going concern, shall institute or have instituted against him any proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefits of creditor or shall to comply with any other provision of this lease/rental, or if any attachment, execution written, etc. or other process is levied against the equipment or any f Customers property or it for any reason ACTION deems it unsafe, ACTION may immediately and without notice declare the entire balance of the lease/rental payments due and payable together with all expenses of collection by suit or otherwise including reasonable attorney fees, if any of the events shall occur. Customer agrees to surrender possession of the equipment on demand and ACTION may enter upon Customers premises to the full extent allowed by law and take possession thereof.

TAXES: Customer shall pay all taxes whatsoever by whomsoever payable (other than Federal or State income taxes of ACTION) on or relating to the equipment thereof. Customer shall reimburse to ACTION upon demand, as additional rent, the amount or amounts of any such cost and taxes paid by ACTION. It is the intent of this Agreement that ACTION shall receive the rent hereunder as a net return on the equipment leased/rented hereunder. **COMPLIANCE WITH LAWS.** The Customer agrees to comply with and conform to all Municipal, State and Federal Laws relating to the operation of said equipment and to pay all cost and expenses of every character occasioned by or involving the use or operation of the equipment.

ASSIGNMENT:

- A. Customer agrees that ACTION may assign this lease/rental and all right, title and interest of ACTION in and to the equipment and all rents due or to become due to ACTION hereunder (of which assignment Customer hereby waives notice) and Customer agrees to recognize such agreement. Customer's obligation to pay rent under this lease/rental shall not, as to any such assignee, be subject to any diminution or right of set-off counterclaim or recoupment whatsoever arising out of any breach of any obligation of ACTION hereunder or by reason of any liability at any time owing by ACTION to the Customer.
- B. Customer shall not assign this lease/rental or any rights hereunder or to the items of the equipment.

GENERAL: Time is of the essence of this lease/rental. Action's failure at any time to require strict performance by Customer of any of the provisions of this lease/rental shall not waive or diminish ACTION's right thereafter to demand strict compliance therewith or with any other provisions. Waiver of any default shall not waive any other default. The remedies in this lease/rental provided in favor of ACTION shall be available to its successors and assigns and shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies in its or their favor existing at law or in equity.

IMMIGRATION LAW COMPLIANCE: Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

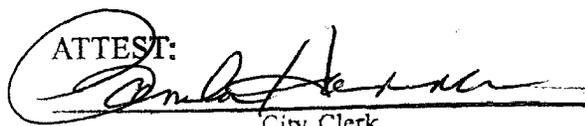
NON-DISCRIMINATION: Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any subcontractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section

Approved as to form

Initial 


City Attorney

ATTEST:


City Clerk