



YAMAHA MOTOR FINANCE CORPORATION, U. S. A.  
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

February 21, 2023

CITY OF POMPANO BEACH  
ATTN: ALLISON FEURTADO  
100 WEST ATLANTIC BLVD, SUITE # 480  
POMPANO BEACH, FL 33060

Dear ALLISON FEURTADO:

Enclosed you will find the documentation for your lease of 144-DR2E AAC LITHIUM Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement  
Equipment Schedule #215715  
Request for Insurance  
Certificate of Acceptance  
Invoice For First Payment  
ACH Form Required\_\_\_Optional X

OTHER Municipal Amortization

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your business and look forward to the opportunity to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Clayton Pettyjohn

Yamaha Motor Finance Corporation



EDITED

## **MUNICIPAL MASTER LEASE AGREEMENT**



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

ASTER LEASE AGREEMENT dated February 16, 2023, between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and CITY OF POMPANO BEACH ("Lessee") having its principal office at 100 WEST ATLANTIC BLVD, SUITE 480, POMPANO BEACH, FL 33060.

Lessor and Lessee hereby agree as follows:

1. **Lease of Equipment.** Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. **Term.** The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. **Rent.** Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the maximum allowable rate of interest permitted by Florida Law.
4. **Selection, Delivery, and Acceptance.** Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. **Location and Inspection.** Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. **Care, Use, and Maintenance.** Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. **Insurance.** Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. **Storage.** Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. **Title.** Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.
10. **Warranties.** The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. **Alterations and Attachments.** Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. **Taxes.** Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. **Indemnity; Notice of Claim.** To the extent permitted by law, specifically, the limits set forth in section 768.28, Florida Statutes, and without waiving any of its sovereign immunity rights, Lessee agrees to be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim. Nothing herein is intended to serve as a waiver of sovereign immunity by Lessee or Lessor. Nothing herein shall be construed as consent by Lessee or Lessor to be sued by a third party in any matter arising out this Lease.

14. **Return of Equipment.** Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. **Defaults.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. **Remedies.** Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- Terminate all or any portion of the Equipment Schedules to this Lease;
- with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. **Assignment.** Lessee shall not transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. **Lessee's Representations and Warranties.** Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. **Non-Appropriation of Funds.** Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee

agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. **Binding Effect; Successors and Assigns.** This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. **Notices.** Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. **Governing Law.** Lease must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Lease will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Lease must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS LEASE, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS LEASE.

23. **Severability.** In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. **Signed Counterparts.** The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. **Article 2A.** To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. **Statute of Limitations.** Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. **Employment Eligibility.** By entering into this Lease, the Lessor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, lease with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Lease, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this Lease is terminated for a violation of the statute by the Contractor, the Lessor may not be awarded a public Lease for a period of 1 year after the date of termination.

28. **Public Records.** Lessor shall comply with all provisions of Florida Statutes Chapter 119. Specifically Lessor shall: 1. Keep and maintain public records required by the Lessee in order to perform the service; 2. Upon request from the Lessee's custodian of public records, provide the Lessee with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Lessor does not transfer the records to the Lessee; and 4. Upon completion of the contract, transfer, at no cost to the Lessee, all public records in possession of the Contractor, or keep and maintain public records required by the Lessee to perform the service. If the Lessor transfers all public records to the Lessee upon completion of the contract, the Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessor keeps and maintains public records upon completion of the contract, the Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's custodian of public records in a format that is compatible with the information technology systems of the Lessee. Failure to comply with said statutory requirements may subject Lessor to penalties under 119.10, Florida Statutes, as amended.

**PUBLIC RECORDS CUSTODIAN  
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE  
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE  
CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO**

**THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS  
AT:**

**CITY CLERK  
100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

29. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

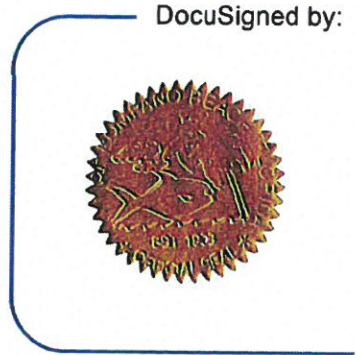
DocuSigned by:  
*Kerwin Alfred*  
K1C813A8ED334CA  
KERVIN ALFRED, CITY CLERK  
March 16, 2023

DocuSigned by:  
*Rex Hardin*  
By: 502C8780E83E480  
REX HARDIN, MAYOR

DocuSigned by:  
*Greg Harrison*  
By: 7052A87F15874C8  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:  
*Mark E. Berman*  
843B088C8498474  
MARK E. BERMAN, CITY ATTORNEY



“LESSOR”

Witnesses:

\_\_\_\_\_

(Print or Type Name)

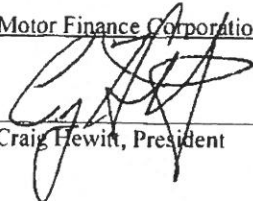
\_\_\_\_\_

(Print or Type Name)

Yamaha Motor Finance Corporation, U.S.A.

By: \_\_\_\_\_

Craig Hewitt, President

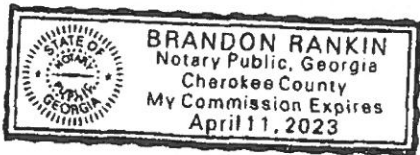


STATE OF Georgia

COUNTY OF Cherokee

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16 day of March, 2023, by Craig Hewitt as President of Yamaha Motor Finance Corporation, U.S.A., a Delaware corporation authorized to conduct business in Florida on behalf of the corporation. He is personally known to me or who has produced personally known \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



\_\_\_\_\_  
NOTARY PUBLIC, STATE OF CALIFORNIA

Brandon Rankin

(Name of Acknowledger Typed, Printed or Stamped)

W-00407217

Commission Number



**EXHIBIT A**

**EQUIPMENT SCHEDULE # 215715**

Dated 02/16/2023

1. This Schedule covers the following property ("Equipment"):  
**144-DR2E AAC LITHIUM GOLF CARS**
2. Location of Equipment:  
**POMPANO BEACH MUNICIPAL GC  
1101 N FEDERAL HWY  
POMPANO BEACH, FL 33062**
3. The Lease term for the Equipment described herein shall commence on March 28, 2023 and shall consist of 48 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:  
**48 MONTHLY PAYMENTS IN THE AMOUNT OF \$5,930.84 (APPLICABLE TAXES TO BE BILLED).  
STARTING MARCH 2023 AND ENDING FEBRUARY 2027. DUE THE 28TH DAY OF  
THE MONTH AS FOLLOWS:**

Mar-23 \$5,930.84	Jan-24 \$5,930.84	Jan-25 \$5,930.84	Jan-26 \$5,930.84	Jan-27 \$5,930.84
Apr-23 \$5,930.84	Feb-24 \$5,930.84	Feb-25 \$5,930.84	Feb-26 \$5,930.84	Feb-27 \$5,930.84
May-23 \$5,930.84	Mar-24 \$5,930.84	Mar-25 \$5,930.84	Mar-26 \$5,930.84	
Jun-23 \$5,930.84	Apr-24 \$5,930.84	Apr-25 \$5,930.84	Apr-26 \$5,930.84	
Jul-23 \$5,930.84	May-24 \$5,930.84	May-25 \$5,930.84	May-26 \$5,930.84	
Aug-23 \$5,930.84	Jun-24 \$5,930.84	Jun-25 \$5,930.84	Jun-26 \$5,930.84	
Sep-23 \$5,930.84	Jul-24 \$5,930.84	Jul-25 \$5,930.84	Jul-26 \$5,930.84	
Oct-23 \$5,930.84	Aug-24 \$5,930.84	Aug-25 \$5,930.84	Aug-26 \$5,930.84	
Nov-23 \$5,930.84	Sep-24 \$5,930.84	Sep-25 \$5,930.84	Sep-26 \$5,930.84	
Dec-23 \$5,930.84	Oct-24 \$5,930.84	Oct-25 \$5,930.84	Oct-26 \$5,930.84	
	Nov-24 \$5,930.84	Nov-25 \$5,930.84	Nov-26 \$5,930.84	
	Dec-24 \$5,930.84	Dec-25 \$5,930.84	Dec-26 \$5,930.84	

5. Interest Factor: 5.52 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 02/16/2023 between the parties(the"Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.


Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease

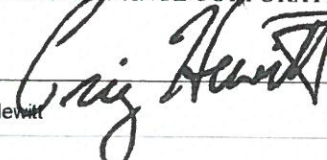
Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF POMPANO BEACH

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By:   
 Name: Greg Harrison  
 Type or Print City Manager  
 Title: \_\_\_\_\_

By:   
 Name: Craig Hewitt  
 Title: President

# YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA 90630  
(800) 551-2994, Fax (714) 761-7363

E-MAIL: [ymfus\\_cfinsurance@yamaha-motor.com](mailto:ymfus_cfinsurance@yamaha-motor.com)

NAME OF INSURANCE AGENT:

February 16, 2023

ADDRESS: \_\_\_\_\_

*Please Reference our Quote# 215715*

PHONE/FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

RE: POMPANO BEACH MUNICIPAL GC

(Customer) Account # \_\_\_\_\_

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

**YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**

Attn: Commercial Finance Group  
6555 Katella Ave  
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

144-DR2E AAC LITHIUM GOLF CARS

CITY OF POMPANO BEACH

(Customer)

Equipment Location:

1101 N FEDERAL HWY

By: 

(Signature of Authorized Officer)

POMPANO BEACH, FL 33062

Title: City Manager

## CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 215715  
dated February 16, 2023 to the Master Lease Agreement dated  
February 16, 2023 between Yamaha Motor Finance Corporation, U.S.A.  
(the "Lessor") and CITY OF POMPANO BEACH  
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
144-DR2E AAC LITHIUM GOLF CARS		See Attachment	NEW	POMPANO BEACH MUNICIPAL GC 1101 N FEDERAL HWY POMPANO BEACH, FL 33062

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

CITY OF POMPANO BEACH

as Lessee

By: Greg Harrison

Name: Greg Harrison

Title: City Manager



FINANCIAL SERVICES

MUNICIPAL LEASE AGREEMENT  
 LESSEE : POMPANO BEACH MUNICIPAL GC  
 EQUIPMENT SCHEDULE # 215715

POMPANO BEACH MUNICIPAL GC

Initialed By AF

Yield: 5.520%

Mon #	Due Date	Payment	Interest
1	03/28/2023	5,930.84	3,194.84
2	04/28/2023	5,930.84	3,182.57
3	05/28/2023	5,930.84	3,170.25
4	06/28/2023	5,930.84	3,157.87
5	07/28/2023	5,930.84	3,145.43
6	08/28/2023	5,930.84	3,132.94
7	09/28/2023	5,930.84	3,120.40
8	10/28/2023	5,930.84	3,107.79
9	11/28/2023	5,930.84	3,095.13
10	12/28/2023	5,930.84	3,082.42
11	01/28/2024	5,930.84	3,069.64
12	02/28/2024	5,930.84	3,056.81
13	03/28/2024	5,930.84	3,043.92
14	04/28/2024	5,930.84	3,030.98
15	05/28/2024	5,930.84	3,017.97
16	06/28/2024	5,930.84	3,004.91
17	07/28/2024	5,930.84	2,991.79
18	08/28/2024	5,930.84	2,978.61
19	09/28/2024	5,930.84	2,965.37
20	10/28/2024	5,930.84	2,952.07
21	11/28/2024	5,930.84	2,938.71
22	12/28/2024	5,930.84	2,925.30
23	01/28/2025	5,930.84	2,911.82
24	02/28/2025	5,930.84	2,898.28
25	03/28/2025	5,930.84	2,884.68
26	04/28/2025	5,930.84	2,871.02
27	05/28/2025	5,930.84	2,857.30
28	06/28/2025	5,930.84	2,843.52
29	07/28/2025	5,930.84	2,829.67
30	08/28/2025	5,930.84	2,815.76
31	09/28/2025	5,930.84	2,801.79
32	10/28/2025	5,930.84	2,787.76
33	11/28/2025	5,930.84	2,773.67
34	12/28/2025	5,930.84	2,759.51
35	01/28/2026	5,930.84	2,745.29
36	02/28/2026	5,930.84	2,731.00
37	03/28/2026	5,930.84	2,716.65
38	04/28/2026	5,930.84	2,702.24
39	05/28/2026	5,930.84	2,687.76
40	06/28/2026	5,930.84	2,673.22
41	07/28/2026	5,930.84	2,658.61
42	08/28/2026	5,930.84	2,643.93
43	09/28/2026	5,930.84	2,629.19
44	10/28/2026	5,930.84	2,614.39
45	11/28/2026	5,930.84	2,599.52
46	12/28/2026	5,930.84	2,584.58
47	01/28/2027	5,930.84	2,569.57
48	02/28/2027	5,930.84	2,554.50
<b>Totals:</b>		<b>284,680.32</b>	<b>138,510.96</b>



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER: MAN 215715**

*Date Prepared: 02/16/2023*

CITY OF POMPANO BEACH  
100 WEST ATLANTIC BLVD, SUITE 480  
POMPANO BEACH, FL 33060

<i>Due Date</i>	<i>Quote No</i>	<i>Description</i>	<i>Amount Due</i>
	215715	144-DR2E AAC LITHIUM GOLF CARS for Municipal Lease Cars located at: POMPANO BEACH MUNICIPAL GC	
03/28/2023		Payment	\$5,930.84
		Payment Tax	\$0.00
<b>YOUR ACCOUNT BALANCE IS -----</b>			<b>\$5,930.84</b>

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER MAN 215715**

*Date Prepared: 02/16/2023*

Payment for:

CITY OF POMPANO BEACH  
100 WEST ATLANTIC BLVD, SUITE 480  
POMPANO BEACH, FL 33060

215715 mber

\_\_\_\_\_  
Amount Paid

\_\_\_\_\_  
Date Paid

# \_\_\_\_\_  
Check Number

**ACH / ONLINE PAYMENTS AGREEMENT****RECITALS**

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

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

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.
2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.
3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.
4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.
5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.
7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

Customer Name CITY OF POMPANO BEACH

Customer Number 279

Contact Phone Number \_\_\_\_\_

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

- Checking Account or
- Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) \_\_\_\_\_ (Please Print)

Position(s) \_\_\_\_\_ (Please Print)  
(must be an owner or officer of the company)

Signature(s) \_\_\_\_\_

Date \_\_\_\_\_

**INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:**

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue  
Cypress, CA 90630  
Or Fax to 714-761-7363



SCHEDULE FOR MUNICIPAL LEASE  
**MUNICIPAL LEASE AGREEMENT**  
**LESSEE : POMPANO BEACH MUNICIPAL GC**  
**EQUIPMENT SCHEDULE # 215715**

POMPANO BEACH MUNICIPAL GC  
 Yield: 5.520%

Initialed By AF

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