

**AGREEMENT BETWEEN THE  
CITY OF PORT ST. LUCIE, FLORIDA  
AND  
CLUB CAR, LLC  
FOR  
GOLF CART PURCHASE**

THIS AGREEMENT is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34896 (“City”) and **CLUB CAR, LLC**, whose mailing address is 4125 Washington Road, Evans, GA 30809 (“Contractor”). City and Contractor may be referred to herein individually as a “party” or collectively as the “parties.”

**WITNESSETH**

**WHEREAS**, the City requires goods and services of Contractor pursuant to Contractor’s proposal to the City dated August 21, 2023, attached as Exhibit A (“the Contractor’s Proposal”); and

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions:

**Section 1. Whereas.** The “whereas” clauses are hereby incorporated herein as forming the intent, purpose, and scope of this Agreement.

**Section 2. Terms.** The parties agree to the following terms and conditions:

**A. Term.** This Agreement shall be effective from the date upon which all parties have executed it through delivery of any golf carts purchased through a City Purchase Order (“PO”).

**B. Purchase Orders.** Unless otherwise specified, purchase of golf carts by the City will be accomplished by submitting a PO to Contractor, indicating the amount and price, as offered in the Contractor’s Proposal. Invoice or Invoices will not be paid until all item(s) on this PO are received in full, unless prior approval for partial payment has been made and is indicated on the face of the PO.

**C. Delivery.** Transportation Charges on all shipments must be fully prepaid by Contractor. All shipments are FOB Destination; title transfer will take place at delivery site. All freight charges all to be included on the invoice or visa receipt. C.O.D. shipments will not be accepted. Unless otherwise specified on the face of the PO, all

deliveries are to be made during the hours 8:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays.

- D. Delivery Time. In accordance with the Contractor's Proposal, the estimated time of delivery for the golf carts is January 2024. Delivery could happen within the 2023 calendar year, however, is reasonably expected by the end of Q1 in 2024. Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of "time is of the essence." If Contractor breaches estimated delivery time, City shall have the right to cancel this Agreement and/or cancel any PO issued pursuant to this Agreement, and City shall pay Club Car for all work performed and materials delivered prior to the effective date of termination. However, prior to any work performed becoming due under this provision, Club Car agrees to make a good faith attempt to use the work performed to fulfill other orders. If the work performed can be thus used to fulfill other orders, the City will not be responsible for payment of that portion of the work performed. Club Car agrees to respond to the City's inquiries on the status of the City's order within a reasonable time, including the status of the manufacturing process and any updates requested by the City as to the statute of the delivery date.
- E. This Agreement, and any PO issued relating to this Agreement, is subject to the terms and conditions contained on the City' website: [STANDARD TERMS AND CONDITIONS CITY OF PORT ST. LUCIE PURCHASE ORDER \(cityofpsl.com\)](https://www.cityofpsl.com/standard-terms-and-conditions-city-of-port-st-lucie-purchase-order). However, in the case of a conflict between this Agreement and the City's standard terms and conditions, this Agreement controls.
- F. Government Appropriation. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City, or other sponsoring agency, for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, or other sponsoring agency, this Agreement will terminate upon delivery of written notice by the City to Club Car and the City shall pay Club Car for all work performed and materials delivery prior to effective date of termination. However, prior to any work performed becoming due under this provision, Club Car agrees to make a good faith attempt to use the work performed to fulfill other orders. If the work performed can be thus used to fulfill other orders, the City will not be responsible for payment of that portion of the work performed.
- G. Tax Exemption. The City may be tax exempt and will share its tax-exempt certificate upon request.
- H. Sovereign Immunity. Nothing in this Agreement, nor in any PO issued related to this Agreement, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in Section 768.28 Florida Statutes.

**Section 3. Notice.** Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed above.

**Section 4. Public Records.** Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically:

- A. Keep and maintain public records required by the City to perform the service.
- B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>).
- C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
- D. Upon request from the City's custodian of public records, provide the City with a copy of the 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 for by law. If Contractor does not comply with the City's request for records, City shall enforce the provisions in accordance with this Agreement.
- E. Ensure that project 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to City.
- F. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the City, upon request from

the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

**CITY CLERK  
121 SW PORT ST. LUCIE BLVD.  
PORT ST. LUCIE, FL 34984  
(772) 871-5157  
[PRR@CITYOFPSL.COM](mailto:PRR@CITYOFPSL.COM)**

G. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

**Section 5. Scrutinized Vendors List.** By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

**Section 6. Law, Venue, Attorney's Fees, and Waiver of Jury Trial.** This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or

nation. The venue of any action taken to enforce this Agreement, arising from this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida.

The parties agree that each shall pay its own attorney's fees for any action taken to enforce this Agreement, arising from this Agreement, or related to this Agreement. Each party expressly waives its right to recover attorney's fees from the other, regardless of where such right may arise. The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

**Section 7. Insurance.** The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000

General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20230112 for the Purchase of 80 Golf Carts."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned, and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended contractor allowing contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: By entering into this Agreement, Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of

Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractor, or any subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of this Agreement.

**Section 8. Audits.** The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of this Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting

documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights under this Section 8 with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

**Section 9. E-Verify.** In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.
3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.



5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that such a cause of action shall be filed in accordance with the Venue provision, as provided herein.

**Section 10. Construction.** The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term “including” in this Agreement shall be construed as “including, without limitation.” Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Agreement and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Agreement.

**Section 11. Merger.** This Agreement and the Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties’ mutual agreement set forth in writing and signed by the parties.

**Section 12. Limitation of Liability.** The remedies of the City set forth herein are exclusive, and the total cumulative liability of Club Car with respect to this contract shall not exceed the purchase value of the contract.

Neither party nor their suppliers shall in any event be liable to the other, any successors in interest or any beneficiary or assignee of this Contract for any consequential, incidental, indirect, special or punitive damages arising out of this Contract or any breach thereof.

Notwithstanding this provision, all warranties offered by Club Car in its proposal, attached to this Agreement, shall remain in effect and are not disclaimed under this Section 12.

**IN WITNESS WHEREOF**, the parties are duly authorized to bind their respective entities hereto and have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

**SIGNATURE PAGE FOLLOWS**

CITY OF PORT ST. LUCIE,  
A Florida municipal corporation

\_\_\_\_\_  
Caroline Sturgis  
Director, Office of Management & Budget

Date: \_\_\_\_\_

CONTRACTOR  
Club Car, LLC.

*Chris Mills*  
\_\_\_\_\_  
Chris Mills  
Authorized Representative

Date: 10/05/23



PROPOSAL

# The Saints at Port St. Lucie Port St. Lucie, FL

August 21st, 2023  
Presented by: Chris Mills

GAME FOR MORE...

*possibilities*

Our love of golf runs deep.





PROPOSAL

## Company Profile

Club Car combines a quality-driven philosophy, an innovative spirit, and a solutions-oriented approach to business. Club Car has established itself as a leading global manufacturer of vehicles that serve the golf, rough terrain, private owner, and commercial markets.

With over 60 years of experience of innovation and design in producing small-wheel vehicles, Club Car is a leading manufacturer of gas and electric golf, utility and personal transportation vehicles.

Founded in 1958, the Club Car product portfolio has grown to include much more than golf cars, now encompassing vehicles for commercial and consumer markets, built with an uncompromised desire for superior performance.

As an industry leader in electrification and sustainability, Club Car is proud to be on the forefront of environmentally responsible Zero Emission Vehicle (ZEV) technologies.



Personal Transport



Fleet Golf



Turf



Transport



Street Legal (LSV)



Utility 4x2



Mobile Merchandising



Tempo Walk



Utility 4x4



Fit-to-Task



Club Car Connect



PROPOSAL

## Golf Partnerships

Club Car honors the game in its service to customers and support of the golf industry



### How Do These Partnerships Benefit You?

- Club Car sponsors PGA section events, educational seminars and local chapters to grow the game of golf.
- If you are a member of VGM, ask about rebates on golf car fleets.
- If you involved with US Kids, Club Car funds the coaches to educate the future of golf.



## Tempo Connect-Li-Ion

### FEATURES & BENEFITS

All the great standard features of the Tempo including:

- New Body style
- The innovative Excel™ powertrain
- SportDrive™ suspension
- MonsoonTop™ Canopy
- Ergonomic Seating
- PowerShield™ battery housing
- 360 degree bumper system
- Best tightest turning radius

The all new Tempo Li-Ion with Club Car Connect includes a robust Connectivity Module featuring:

- Shark Experience: Bluetooth, Sports Ticker, Sports, Entertainment, Music
- Speaker system, Dynamic Distances by touch point, Live games/matches
- Odometer
- Serial number and model year display
- One way message broadcasting such as weather alerts
- Sponsorship and advertising display
- Electronic info holder
- GPS-enabled pre-set zone messages
- Electronic scorecard
- Customer email address capture and reporting
- EZLocator integration

### POWER SOURCE

<b>Batteries</b>	Briggs & Stratton utilizing LG 18650 Lithium Ion cells
<b>Charger</b>	650 Watts with on-board computer. Optional 900 Watt charger
<b>Horsepower</b>	4.7 hp AC motor

### STEERING / SUSPENSION

<b>Steering</b>	SportDrive™ Self-compensating double reduction helical rack and pinion
<b>Front Suspension</b>	Independent leaf spring with dual hydraulic shocks
<b>Rear Suspension</b>	Optimized rear leaf springs for a lighter vehicle to maintain stability performance and a better ride quality
<b>Brakes</b>	Self-adjusting, rear mechanical drum with 1,000W dynamic brake resistor
<b>Park Brake</b>	Foot operated, multi-lock

### BODY / CHASSIS

<b>Frame Chassis</b>	Ladder-style aluminum box beam
<b>Body / Body Color</b>	Formion® with molded-in color
<b>Front / Rear Tires</b>	18 x 8.50-8 / 18 x 8.50-8
<b>Kickplate</b>	Yes
<b>Seating Capacity</b>	2

### DIMENSIONS

<b>Overall L x W x H</b>	91.5 in x 47.25 in x 68.5 in (232 cm x 120 cm x 174 cm)
<b>Wheelbase</b>	65.5 in (166.4 cm)
<b>Ground Clearance</b>	4.5 in (11.4 cm)
<b>Floor Height</b>	12 in (30.5 cm)
<b>Tread</b>	34.5 in / 38.5 in (87.6 cm / 97.8 cm)
<b>Dry Weight (Less Batteries)</b>	495 lb (224.5 kg)
<b>Speed Range</b>	7 speed settings: 5 to 19 mph; 2 acceleration settings: Econo or normal; 3 pedal-up braking settings: None, soft and firm; Speed adjustment in 0.1 mph increments
<b>Vehicle Warranty</b>	5-year: Lithium batteries, unlimited warranty. 4 years: canopy, electronics, pedal group, seats, suspension. 3-year: body panels, electric power train. 2-year: all remaining components. Limited lifetime: frame

This proposal shall expire thirty days from its date, unless Club Car, LLC. agrees to extend the time frame. In consideration of receipt of this proposal, The Club at Eaglebrooke agrees that it will hold its contents in confidence and will not disclose, use or copy the same in whole or in part for any purpose other than to evaluate this proposal.



PROPOSAL

# The Club Car Tempo Lithium Ion Difference

## SAFETY

### BRAKING (DBR)



1,000W RESISTOR

- Dynamic Brake Resistor is 2x larger than other fleet cars to provide improved safety and speed control in downhill conditions
- Maintains safe speeds for occupants and protects battery system

### SUSPENSION



- Optimized suspension for a lighter vehicle maintains stability performance
- Enhanced comfort with maximum safety benefits

### AUTOMOTIVE GRADE DESIGN COMPONENTS

#### 3 LAYERS OF PROTECTION



- Aluminum Enclosure
- Mounting Plate
- Battery Bucket

- Total battery protection from top to bottom for improved safety and reliability
- Die cast aluminum enclosure meets IP67 standards for protection against dust and water intrusion.

## QUALITY

### REDUCED TURF COMPACTION



- 200 LBS lighter than lead acid vehicle
- Less turf damage means reduced course maintenance

### BEST IN CLASS HILL CLIMBING POWER



4.7 HP AC MOTOR

- Powerful and consistent acceleration
- Better hill climbing
- 235 amp and 375 amp controller options to fit all course types

### LITHIUM ION BATTERY PACK PERFORMANCE



- Li-Ion Batteries charge two times faster than FLA batteries, keeping your cars on course during peak hours

This proposal shall expire thirty days from its date, unless Club Car, LLC. agrees to extend the time frame. In consideration of receipt of this proposal, The Club at Eaglebrooke agrees that it will hold its contents in confidence and will not disclose, use or copy the same in whole or in part for any purpose other than to evaluate this proposal.





PROPOSAL

Proposed Equipment

QTY.	Description
80	<p><b><u>2024 Club Car Tempo Electric Lithium-Ion Vehicles</u></b></p> <ul style="list-style-type: none"> <li>• Tempo Electric Lithium Ion 2 Passenger</li> <li>• <b>Standard</b> Body Color or Standard Body Color of Choice</li> <li>• <b>Standard</b> Seat Color Choice</li> <li>• <b>Beige</b> Monsoon Canopy Top</li> <li>• Clear Hinged Windshield Install</li> <li>• <b>Beige</b> Magnetic Bag Cover</li> <li>• Comfort Grip Steering Wheel</li> <li>• Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel (Front &amp; Rear)</li> <li>• Standard Wheel Cover</li> <li>• Shelf charger 650W, 9' DC Cord, 6 ft AC Power Cord with US NEMA Plug</li> <li>• Gold Club Car Nameplate</li> <li>• Std Gold Domed Number Decal, Side of Body, Drvr Side, Loc 3</li> <li>• Std Gold Domed Number Decal, Side of Body, Psgr Side, Loc 6</li> <li>• Rear Suspension Install</li> <li>• 14.8 MPH Speed Setting</li> <li>• Normal Acceleration Drive Profile</li> <li>• Gold Branding Decal</li> <li>• The Saints Club Logo, Front Center Cowl Location</li> <li>• <b>Sand Bucket</b>, Standard, Driver Side</li> <li>• <b>Club Car Cooler</b>, Standard, Passenger Side</li> <li>• Rake Assembly</li> <li>• Rear Tow Plate</li> <li>• USB Installation 48V</li> <li>• <b>L.E.D Display</b></li> <li>• Includes Freight and Prepping</li> </ul>

Customer Initial \_\_\_\_\_

Grand Total – See Lease



# PROPOSAL

## Body Color Options

### Standard Molded-In Colors



### Premium Molded-In Colors



### Premium Painted Metallic Colors



## Standard Seats



## Two-Tone Premium Seats



Camello & Light-Beige

Black & Gray

## Solid Premium Seats



## Double Diamond Stitch



Elite Bright White w/Silver Rush Stitching & Piping

## Monsoon Canopy Top Color Options



[Click here for Color Combinations](#)



## Golf Car Purchase Price Option

Number of Cars	Type of Car	Trade In	Price per car	Total Price
80	2024 Tempo Lithium		\$7,840.00	\$627,200.00
80	Complete Visage Package		\$1,850.00	\$148,000.00
80	Fleet Car + Full Technology		\$9,690.00	<b>\$775,200.00</b>
80	Trade In - 2020 Yamaha Golf Cars	\$1,950 Per Car	<b>(\$156,000)</b>	Net Total: <b>\$619,200.00</b>

All credit terms must be approved by CLUB CAR, LLC prior to delivery. Please be advised that vehicle prices or interest rates may fluctuate in the marketplace conditions, this rate quoted herein could and or will be adjusted accordingly once the vehicle is delivered. Any applicable state, local and property tax not included. Customer is to submit required credit information for credit approval. F.O.B – Augusta, GA

Upon acceptance of the above agreement: Club Car will deliver (**80**) new 2024 Tempo Lithium golf cars, which will include our **complete** Visage technology package. Each golf car will have a 10" LCD Touchscreen with all 3 modules (Golfer Experience, Car Control, Car Tracking).

Club Car will pick up the existing (**80**) 2020 Yamaha Golf Cars, **each** car must be in running condition, with a working charger.

**Monthly Service Fee \$10:** Covers maintenance service in general which provides for user support and RMA returns for screen replacement/repair. Also covered in the service fee is the cost of cellular service.

Net Total: **\$619,200.00**  
 Monthly Service Charge: **\$10**

Customer: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Club Car/Dealer: Chris Mills  
 Signature: Chris Mills  
 Title: Club Car Rep  
 Date: 10/05/23



PROPOSAL

### Golf Car Lease Option

Number of Cars	Type of Car		Net of Trades per car Per Month	Total Per Month
80	2024 Tempo Lithium w/ Complete Visage Package	60 Month	\$116.31	\$9,304.80
80	2020 Yamaha Golf Car	\$1,950 Per Car	Trade Value Included in new payment <b>above</b>	

All credit terms must be approved by CLUB CAR, LLC prior to delivery. Please be advised that vehicle prices or interest rates may fluctuate in the marketplace conditions, this rate quoted herein could and or will be adjusted accordingly once the vehicle is delivered. Any applicable state, local and property tax not included. Customer is to submit required credit information for credit approval. F.O.B – Augusta, GA

Upon acceptance of the above agreement: Club Car will deliver (**80**) new 2024 Tempo Lithium golf cars, which will include our **complete** Visage technology package. Each golf car will have a 10" LCD Touchscreen with all 3 modules (Golfer Experience, Car Control, Car Tracking).

Club Car will pick up the existing (**80**) 2020 Yamaha Golf Cars, **each** car must be in running condition, with a working charger

**Monthly Service Fee \$0:** Covers maintenance service in general which provides for user support and RMA returns for screen replacement/repair. Also covered in the service fee is the cost of cellular service.

**Total Monthly Payment: \$9,304.80**

Monthly Service Charge: **No**

Customer: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Club Car/Dealer: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



PROPOSAL

# **Club Car Tempo Li-Ion Warranty Information**



## PROPOSAL

### LIMITED WARRANTY

#### WARRANTY

Club Car, LLC ("Club Car") hereby warrants to the original purchaser or lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from Club Car or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by Club Car, its Authorized Dealers or Distributors, or a service agency approved by Club Car. For repairs made by qualified technicians other than Club Car's factory technicians or an Authorized Dealer or Distributor, Club Car will provide only the replacement parts or components.

#### WARRANTY TIMEFRAME

ITEM	SUB-ITEMS	COVERAGE
VEHICLE MAINFRAME	Not applicable	Limited Lifetime
SUSPENSION	Steering gearbox, steering column, shocks, and leaf springs	4 years
ELECTRIC POWERTRAIN	Electric motor, transaxle, and MCOR	3 years
LITHIUM-ION BATTERY	Lithium-ion battery	5 years / Unlimited hours
MAJOR ELECTRONICS	Solid state speed controller and battery charger	4 years
OTHER ELECTRONICS	VCM and DBR	VCM 5 years DBR 4 years
PEDAL GROUP	Pedal group mechanical assembly, brake cluster assemblies, and brake cables	4 years
SEATS	Seat bottom, seat back, and armrests	4 years
CANOPY SYSTEM	Canopy, rear canopy supports, drainage system, and structural accessory module (SAM)	4 years
BODY GROUP	Beauty panels and front/rear underbody Body and dash panels	3 years
ALL REMAINING COMPONENTS	Solenoid, limit switches, voltage regulator, F&R switch, and options and accessories supplied by Club Car, including components not specified otherwise	2 years

# Club Car Connectivity Proposal

## The Saints Golf Course

Port St. Lucie, FL



THE SAINTS  
GOLF COURSE

August 21st, 2023  
Presented by: Chris Mills

GAME FOR MORE...

*possibilities*

Our love of golf runs deep.





**ViSAGE**

the next generation  
of connectivity **is here**

Visage's latest software release includes user defined dashboards to give course operators a top-level view of critical performance metrics from any web or mobile device. The intuitive design and user interface reduces the learning curve for new users to increase operational efficiency. New Visage reporting gives you real-time insights for every car in your fleet, so you can address service issues before they become emergencies, reducing downtime and repair costs.

**READY TO TAKE YOUR COURSE TO THE NEXT LEVEL AND PROVIDE YOUR GOLFERS WITH A WORLD-CLASS GOLF EXPERIENCE?**

Contact your Club Car Representative today!

**Club Car**





# ViSAGE

## fleet management

Get real-time data on each vehicle in your fleet with these car modules

### car tracking

**ENHANCED** software allowing you to track your fleet from web or mobile device

**IMPROVED REPORTING** features to review progress changes and improve overall pace of play

**COMMUNICATE** directly with guests with instant messaging, whether it is an alert for dangerous weather or to report a lost club

### car control

**REDESIGNED PLATFORM** allowing you to easily control any vehicle, from any computer, tablet or mobile device, whether you're on the course or on the road

**BETTER PROTECTION** for your golfers and your fleet with speed control, allowing you to set speed limits in certain areas, as well as no go zones keeping golfers out of hazard areas, with the ability to adjust as needed

**INCREASED FLEXIBILITY** to turn cart path only rules on or off, either for the entire course or for certain holes

### elevate the golfer experience



#### NEW 10" LCD DISPLAY AND ENHANCED COURSE GRAPHICS

with a built for purpose touchscreen delivering tablet-like response and full screen 3D resolution providing richer details and course elevation perspective



#### IMPROVED GPS YARDAGE AND DETAILED GREENS MAPS

with linear and slope adjusted distances to pins, hazards, and points of interest for improved player scoring




#### INTEGRATED BLUETOOTH SPEAKERS

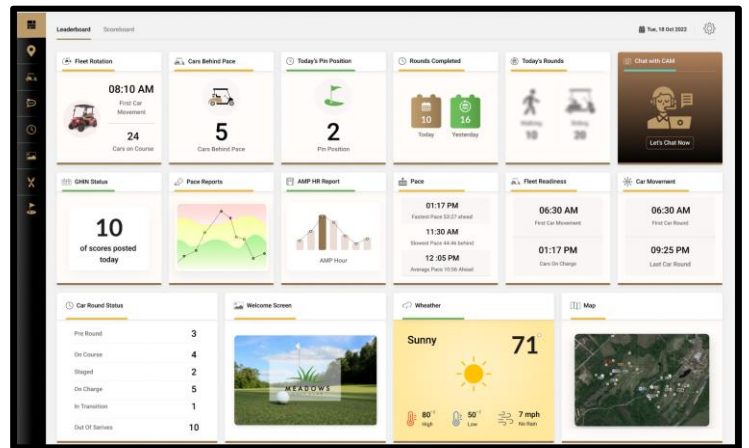
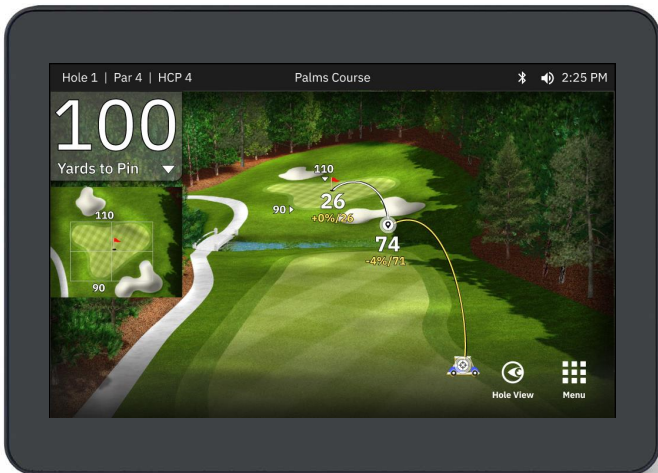
with intuitive smartphone pairing, an embedded media player and improved speaker performance to engage golfers on a whole new level



# Connectivity Leadership

1. Unsurpassed Fleet Management knowledge and experience
  - 15+ years experience across 1,500+ course installed base
2. Dedicated Customer Account Managers (CAMs)
  - Best-in-class (24x7) customer support
3. Continuous investment in the end-to-end solution
  - Partner to the industry and associations that support you

Official Golf Car of the PGA of America 



- Built for purpose touch-screen
- Best-in-Class Golf GPS and course graphics
- Linear & slope adjusted yardages
- Integrated mounting console
- Optional Bluetooth speakers
- Tee shot distances
- F&B ordering
- Blind Tee shot

- Advanced software platform to easily control any vehicle, from any computer, tablet or mobile device
- Customized management dashboards
- Superior Fleet Management tools / reporting
- Real-time insights on Fleet performance
- Variable Speed Car Control
- Pace of Play tracking and reporting



# Visage



## CONNECTIVITY LINE-UP

Choose the technology package that is tailored to meet your club's needs. Connectivity agreements for Visage or Visage with Bluetooth can be included in the financing of your fleet golf car lease or contracted as a stand-alone rental agreement. Contact your Club Car sales representative to learn more.



### ViSAGE™

AVAILABLE FOR PURCHASE, LEASE\* OR RENTAL\*\*

- 10" LCD Touchscreen Monitor VDU
- Visage Fleet Management
  - Standard Connectivity with access to Visage Control Center (VCC)
  - Choice of Visage Module(s)
- Additional Visage Modules
  - Golfer Experience
  - Car Tracking
  - Car Control
- Integrated Mounting Console with Storage Baskets

\*Lease includes one Visage Module; 2nd and 3rd modules contracted separately.

\*\*Rental includes choice of two Visage modules; 3rd module contracted separately.



### ViSAGE™

(WITH BLUETOOTH)

AVAILABLE FOR PURCHASE, LEASE\* OR RENTAL\*\*

- 10" LCD Touchscreen Monitor VDU
- Visage Fleet Management
  - Standard Connectivity with access to Visage Control Center (VCC)
  - Golfer Experience Module
- Additional Visage Modules
  - Car Tracking
  - Car Control
- Integrated Mounting Console with Bluetooth Speakers

\*Lease includes Golfer Experience module, Bluetooth and additional Visage modules contracted separately.

\*\*Rental includes Golfer Experience module and Bluetooth. Additional Visage modules contracted separately.



# Fleet Management Modules

Golfer Experience	Car Tracking	Car Control
<ul style="list-style-type: none"> <li>• Hole views w/ GPS Yardage</li> <li>• Approach views and detailed greens maps</li> <li>• Dynamic distances to pins and POIs</li> <li>• Touch screen for linear &amp; scope adjusted yardages</li> <li>• Tee shot distance</li> <li>• Blind tee shot / car ahead</li> <li>• Pin placement manager</li> <li>• Food &amp; Beverage ordering and reports</li> <li>• Max Holes</li> </ul>	<ul style="list-style-type: none"> <li>• VCC course map displays real-time car locations</li> <li>• Fleet utilization / rotation</li> <li>• <b>Vehicle drive history</b></li> <li>• <b>Vehicle tracks (bread crumbs)</b></li> <li>• Pace of Play monitoring, reporting and notifications</li> <li>• Round reports</li> <li>• Find car (last known location)</li> <li>• Two-Way messaging</li> <li>• Message logs</li> <li>• Email &amp; text notifications</li> </ul>	<p><b>Variable speed zones</b></p> <ul style="list-style-type: none"> <li>• Action zone messaging</li> <li>• On-screen Action zone visibility for golfers</li> <li>• Fleet lock down</li> <li>• Geofence</li> <li>• Cart path only</li> <li>• Anti-tamper</li> <li>• Set vehicle top speed</li> <li>• Car Staging &amp; Lockdown</li> <li>• Vehicle drive history</li> </ul>

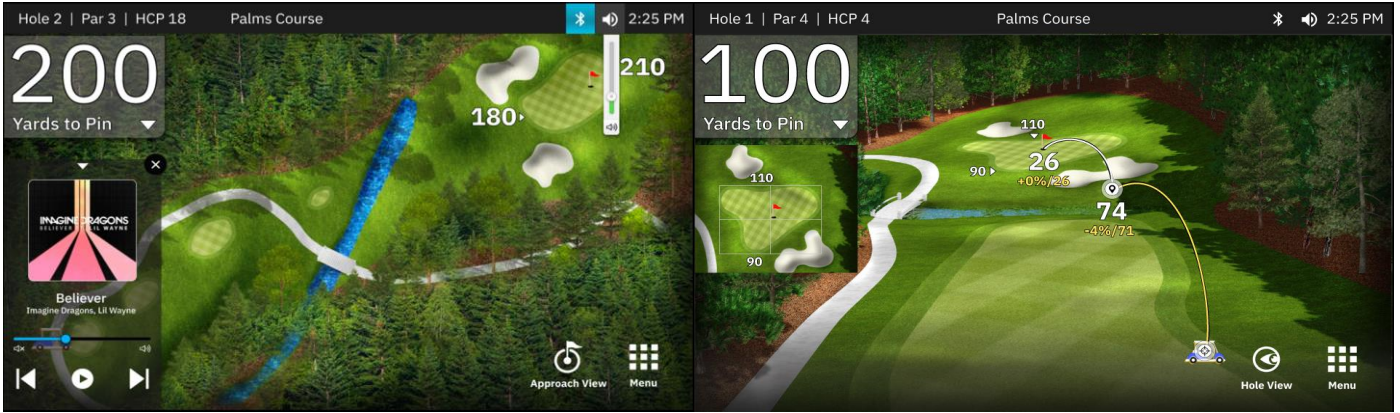
<b>Standard Connectivity</b> <i>VCC Access - \$10 pcpm value  (included w/ Visage Lease or Rental)</i>		<b>Add-Ons</b>
<ul style="list-style-type: none"> <li>• Static hole images</li> <li>• Battery level status</li> <li>• On charge status</li> <li>• Service notifications <ul style="list-style-type: none"> <li>• Fault codes; charge failures</li> </ul> </li> <li>• One-Way Messaging</li> </ul>	<ul style="list-style-type: none"> <li>• Weather Alert</li> <li>• Car Odometer + Amp Hour Reporting</li> <li>• Custom welcome message</li> <li>• Player names</li> <li>• Electronic scorecard</li> </ul>	<ul style="list-style-type: none"> <li>• Integrated mounting console with Bluetooth Speakers (\$8 pcpm)</li> <li>• Tournament Connect (\$4 pcpm) <ul style="list-style-type: none"> <li>• Golf Genius</li> <li>• Vision Perfect (ViPer)</li> </ul> </li> <li>• 3D Hole Flyovers (\$2 pcpm)</li> </ul>

<b>AdMan</b> <i>(included w/ Std. Connectivity)</i>	<b>AdMan Pro</b> (\$5 pcpm)
<ul style="list-style-type: none"> <li>• Access to 18 fairway spot ads (Insert, Full page and Video – No par 3's)</li> <li>• Pre-configure and schedule ad campaigns for Auto-Publish</li> </ul>	<ul style="list-style-type: none"> <li>• Access to all inventory – tee, fairway, green, and green to tee</li> <li>• Video Ads + Action Zone Ads</li> <li>• Schedule multiple campaigns for Auto-Publish</li> </ul>



# Technology Rental Quotation

## PROPOSAL



QTY	Vehicle	Term	Price Per Car Per Month	Total Monthly Payment
80	Connect Package New 10" Android Visage Display Unit W/Golfers Experience	TBD	Included in Golf Car	Included in Golf Car
80	Car Control Module	TBD	\$16.00	\$1,280.00
80	Car Tracking Module	TBD	\$13.00	\$1,040.00
80	Power Module Included in this package	TBD	Included	Included
80	Speakers & Bluetooth Package	TBD	\$8.00	\$640.00
80	Ad Man Pro	TBD	\$5.00	\$400.00
80	Tournament Connect / Golf Genius Integration	TBD	\$4.00	\$320.00
80	3D Hole Flyovers	TBD	\$2.00	\$160.00

All Visage Module Proposal - Golfers Experience, Car Control & Car Tracking

**Customer Initials - Additional Visage Options:**

Speakers & Bluetooth \_\_\_\_\_ Ad Man Pro \_\_\_\_\_

Tournament Connect \_\_\_\_\_ 3D Flyovers \_\_\_\_\_

**Pricing includes an installation in the field on the existing fleet**

Customer: \_\_\_\_\_

Club Car/Dealer: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_