

Purchase Order Number 15888

ADAMS COUNTY PURCHASE ORDER

This Number Must Appear on all
Invoices, Packing Lists, and Packages
 Page - 1 of 1
 Order Date: 06/06/18
 Requested Date: 06/06/18
 Cost Center: 5010

Vendor Address	Vendor and Shipping Information	Ship To Information
MILE HIGH GOLF CARS 3771 MONARCH ST #B FREDERICK CO 80516	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS AND OPEN SPACE 9755 HENDERSON ROAD BRIGHTON CO 80601
VENDOR NUMBER: 85062		

Purchase Order shall be for Contractor to provide all necessary rental services for golf and utility vehicles for the 2018 Adams County Fair. *PURCHASE ORDER IS NOT TO EXCEED \$9,486.60 WITHOUT PRIOR APPROVAL FROM PURCHASING & ADAMS COUNTY PARKS DIVISION* The term shall be year one (1) of a three (3) year option and effective through and to include 8/7/2018. Golf and Utility Vehicle Rental Services and pricing shall be as specified in the agreement attached as Exhibit A, dated 5/17/2018 herein. ANY MODIFICATIONS OR CHANGES SHALL BE CONFIRMED IN WRITING BY ALL PARTIES. ALL SCHEDULING SHALL BE COORDINATED WITH THE ADAMS COUNTY DESIGNATED FAIR REPRESENTATIVE. INVOICES SHALL INCLUDE THE PO NUMBER AND ALL INVOICES SHALL BE REVIEWED FOR ACCURACY PRIOR TO PAYMENT.

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	golf & utility carts		EA	0.0000	9,486.00	5010.7920	12060

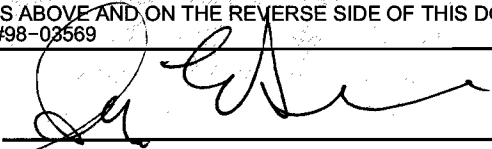
Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 9,486.00
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 ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
 COLORADO TAX EXEMPT #98-03569

 Invoice to:
 Adams County A/P
 4430 S. Adams County Pkwy.
 Suite C4000A
 Brighton, CO 80601-8212
 720-523-6050

 Inquiries to:
 Adams County Purchasing Department
 4430 S. Adams County Parkway,
 Suite C4000A
 Brighton, CO 80601-8212
 720-523-6050


 SPRAGUE, SHANNON E

ADAMS COUNTY AUTHORIZED SIGNATURE

ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

Quality: Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

Packing Charges: No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

Terms of Payment: Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

Tax Exempt: County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

Appropriation Clause: The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

Cancellation for Cause: This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

Risk of Loss: If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

Compliance: Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

Patents and Copyrights: Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

Indemnification: Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

Jurisdiction and Venue: The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

Assignment: This Order shall not be assigned in whole or in part without the prior written approval of County.

No Waiver of Rights: No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

Entire Agreement: This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT 2018.137
FOR GOLF CAR RENTALS FOR THE ADAMS COUNTY FAIR**

THIS AGREEMENT ("Agreement") #2018.137 is made this 11 day of may 2018, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Company Name, located at Mile High Golf Cars, located at 3771 Monarch, Unit B, Frederick, Colorado 80516, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties."

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the Rental Agreement attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

- 2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be from the effective date of this agreement through August 7, 2018.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for the 2019 and 2020 Adams County Fair dates providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: Nine Thousand Four Hundred Eighty Six Dollars and Sixty Cents (**\$9,486.60**).

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any

subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

- 10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

- 11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement,

upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

- 11.2.For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

- 12.1.Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2.Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3.OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 12.4.Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 12.5.Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

12.6.Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

12.7.Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

12.8.Notice: Any notices given under this Agreement are deemed to have been received and to be effective:

1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested;

2) Immediately upon hand delivery; or

3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Parks and Open Space
Contact: Casandra Bossingham
Address: 9755 Henderson Road
City, State, Zip: Brighton, Colorado 80601
Phone: 303.637.8027
E-mail: cbossingham@adcogov.org

Department: Adams County Purchasing
Contact: Ben DeRomanis
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6043
E-mail: bderomanis@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Mile High Golf Cars
Contact: Staci Knepp
Address: 3771 Monarch, Unit B
City, State, Zip: Frederick, Colorado 80516
Phone: 303.833.1400
E-mail: sknepp@milehighgolfcars.com

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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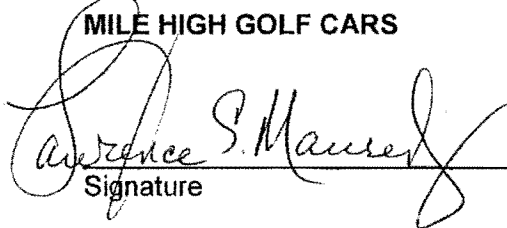
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY MANAGER'S OFFICE


Raymond H. Gonzales, County Manager

17 MAY 2018
Date

MILE HIGH GOLF CARS


Signature

5/21/2018
Date

LAWRENCE E MAURER JR.
Printed Name

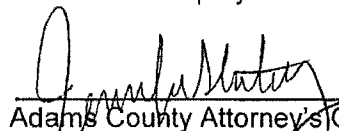
Sales Manager
Title

Attest:

Stan Martin, Clerk and Recorder


Deputy Clerk

Approved as to Form:


Adams County Attorney's Office

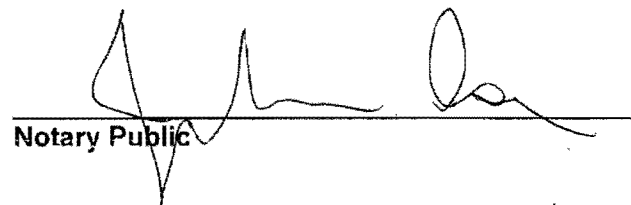
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

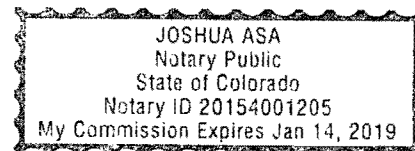
COUNTY OF Boulder

STATE OF Colorado)SS.

Signed and sworn to before me this 21 day of May, 2018,

by Lawrence E Maurer Jr.


Notary Public



My commission expires on: Jan 14, 2019



3771 Monarch, Unit B
Frederick, CO 80516
www.milehighgolfcars.com

EXHIBIT A

Phone: 303-833-1400:

Fax: 303-833-8966

Rental / Lease / Loan Agreement

Beginning Date: 7-30-18

Ending: 8-7-18

Rental ☒

Loan

This contract is between Mile High Golf Cars hereinafter referred to as "MHGC" and thereafter referred to as the customer

The terms and conditions of this agreement are located on both the front and backside of this document. It is the responsibility of the customer to understand their rights, and that by signature they agree to all the terms governing this agreement.

The customer understands the fair market value of the equipment listed is \$7000-9000.00 collectively and that in the event of loss or damage, that some or be charged to the customer

The total rate for this agreement will be \$.00 each per day \$169.75 – 198.85 each per week, or \$.00 each per 28 days and includes monthly preventative maintenance for all agreements longer than 90 days. Preventative maintenance only covers care for the equipment as part of ordinary use.

Customer Name	Adams County Parks & Community Resources	Contact Name	Mary Willis
Street Address	4430 S Adams County Prkwy # C4000A	City State Zip Code	Brighton, Co 80601-8212
Email	MWillis@adcogov.org	Phone Number	303-637-8002

Location Equipment Will Be Used

Description	Adams County Fair Grounds		
Street Address	9595 Henderson Road	City, State, Zip Code	Brighton, Co
		On Site Contact	

The Equipment will be ☐ Picked up ☐ Delivered

Delivery Date: 7-30-18

Pick-up Date: 8-7-18

This is a year contract with a 2 year renewal to get this pricing 2018, 2019, 2020

Equipment and rate Information

QTY	Model	NOTES	Charger	Keys	\$ Rate (D,W,M)
1	2 Passenger	@ \$169.75 each			\$ 169.75
27	4 Passenger	@ \$ 189.15 each			\$ 5107.05
5	6 Passenger	@ \$ 198.50 each			\$ 994.25
17	Utility Vehicle	@ \$ 189.15 each			\$ 3215.55
2	6 Passenger	@ donation			\$ 0.00
					\$
		FUEL SUR CHARGE FEE			\$ 0.00
		DELIVERY & PICK UP FEE			\$ Inc
				Tax	\$ Exempt
				TOTAL	\$ 9486.60

Customer Printed Name

Customer Signature

Date

MHGC Representative

Do not apply tape or decals to carts, a charge of \$25.00 per cart will be charged for removal.

-MILE HIGH GOLF CARS- EQUIPMENT RENTAL/LEASE AGREEMENT

This Agreement ("Agreement") is for the rental of the equipment described on the other side of this page ("Form"), including all parts of and accessories to such equipment ("Equipment"). This Agreement is between the person indicated on the front as the customer ("Customer") and Mile High Golf Cars (MHGC). Both parties acknowledge that this Agreement consists solely of all the terms written or printed on both sides of this page.

1. **NATURE OF THIS AGREEMENT.** This Agreement is solely for the purpose of creating a rental/lease transaction, which allows Customer to use the Equipment as permitted by this Agreement. The Equipment is owned by MHGC. Customer acknowledges that no one other than MHGC may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Additional Operators are agents of MHGC. No one may repair or alter the Equipment without MHGC's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify and hold MHGC harmless from all loss, liability, and expenses by reason thereof.

2. **WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employee's regular employment, or persons approved by MHGC in writing. Customer and all Authorized Operators must be at least 21 years old to operate equipment, properly qualified to operate this equipment, and have a valid operator's license with respect to the Equipment where required by law.

3. **RENTAL CHARGES.** Customer will pay MHGC on demand at the MHGC branch designated on the front, all rental, time, mileage, service transportation, refueling service, and other charges and sums in accordance with this Agreement, all sales and use taxes or tax reimbursement imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees incurred in collecting same. Customer will also pay to MHGC on demand at the MHGC branch designated on the front, the registration or licensing fee and/or ad valorem tax reimbursement charges described on the front. Customer understands that such charges will reimburse MHGC for a portion of the ad valorem taxes that MHGC paid in MHGC's prior fiscal year to the state in which such MHGC branch is located and to local governments and other taxing authorities located in such state. Customer further understands that unless otherwise required by applicable law, such charges may be determined by MHGC on the basis of the revenues MHGC receives or estimates it will receive in such state and the total registration or licensing fees and ad valorem taxes that MHGC pays or estimates it will pay to such state, local governments and other taxing authorities. The basic daily, weekly, and the 4 week rental will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day, 40 hours per week, 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/16th of the daily charge (for a daily rental), 1/8th of the weekly charge (for a weekly rental) and 1/32nd for the 4 week charge (for a 4 week rental), plus applicable taxes. All charges are subject to final audit by MHGC. MHGC will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the MHGC branch designated on the front unless otherwise specified. Shipping charges from such branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on thirty (30) days notice in writing to the Customer with respect to any portion of the rental period then remaining. Customer and any person to whom, with MHGC's consent, Customer expressly directs the charges incurred under this Agreement to be billed, are jointly and severally responsible for payment of all such charges. Customer represents having the authority to direct such charges to be billed to that person. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provide in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid.

4. **CUSTOMER'S RESPONSIBILITIES.** Customer must return the Equipment to MHGC in the same good and clean condition it is in when Customer receives it, ordinary wear expected. The Equipment must be returned to MHGC at the renting MHGC branch by the Due Date specified on the front, or sooner if demanded by MHGC. Customer acknowledges that it must confirm return receipt of the Equipment by MHGC at the expiration or earlier termination of this Agreement. Until such time as MHGC receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be kept only at Customer's place of business, home or the prespecified site in which the Equipment is used, and will not be moved without the prior written consent of MHGC. The equipment will be used only accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking tire pressure and charge levels daily. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify MHGC.

5. **RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental or in Customer's or Authorized Operator's care, custody or control, whether exclusive or not, and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer, and will be paid to MHGC promptly upon Customer's receipt of an invoice therefore. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and MHGC's related expenses, such as loss of use, appraisal fees or recovery costs. **THE COST OF LABOR FOR REPAIRS WILL BE EITHER MHGC'S THEN PREVAILING HOURLY RATE FOR LABOR, WHICH INCLUDES LOSS OF USE, POSTED AT THE MHGC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO MHGC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT MHGC'S COST PLUS A RETAIL MARKUP.** Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

6. **EVENTS OF DEFAULT.** Customer shall be in default of this Agreement if Customer fails to pay any rent when due or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and MHGC. Customer will further be deemed to be in default if the Equipment is obtained from MHGC through fraud or misrepresentation or is used: (A) in violation of any law or ordinance; (B) in a reckless, negligent or abusive manner, or is intentionally damaged by Customer or with Customer's permission; (C) in violation of Paragraph 4 above; or (D) in any fashion or manner for which this Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

7. **REMEDIES OF MHGC.** In case of default by Customer, or if MHGC deems itself insecure, MHGC may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative, or remove same with or without process of law and without any notice or liability to Customer. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for MHGC recovering the Equipment. Customer agrees to permit such entry and action by MHGC. In such case, MHGC may also terminate this Agreement without notice to Customer or prejudice to any remedies of claims which MHGC might otherwise have for rent, expense of retaking, court costs and reasonable attorney's fees. Customer will remain liable for the Equipment or for any loss or injury to this Equipment, notwithstanding such termination. MHGC shall have the right to issue and circulate theft notices, cause warrants to be issued for the taking of custody of Customer, Customer's agents, partners or employees, or take any other steps which MHGC will reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of MHGC are not exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

8. **INSURANCE.** (a) **Liability Insurance for Injury/Damage to Third Parties.** Customer will, at its own expense and at all times during the term of this Agreement, maintain in force applicable liability insurance policies as described below, each of which shall include liability limits written on a combined single limit basis of not less than \$1,000,000 per occurrence. *VIA Adams County is self insured*

(b) **Property Insurance/Physical Damage Insurance (MHGC Equipment)** - If LDW is not accepted by Customer, the Customer will, at its own expense and at all times during the term of this Agreement, maintain in force Property Insurance/Physical Damage Insurance in an amount adequate to cover any damage to, or loss of, the Equipment being rented under this Agreement. Customer's policies must expressly provide coverage for non-owned Equipment while in the Customer's care, custody and control.

(c) **Evidence of Coverage** - Customer will, on demand, furnish MHGC with a Certificate of Insurance evidencing the applicable coverage more fully described in subparagraphs (a) and (b) just above. Such certificate(s) shall be endorsed to provide that the applicable insurance policies may not be canceled or materially modified except on thirty (30) days prior written notice to MHGC at the MHGC branch identified on the front. Customer will name Golf Cars of Houston as additional insured with waiver of subrogation. *TO THE EXTENT ALLOWED BY LAW*

9. **INDEMNIFICATION.** For and in additional consideration of providing the Equipment herein, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS MHGC, ITS SUBSIDIARIES, PARENT COMPANY AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL LOSS, LIABILITY, CLAIM, ACTION OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER, AS A RESULT OF THE MAINTENANCE, USE, POSSESSION, OPERATION, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, EVEN IF SUCH LIABILITY RESULTS IN ANY PART FROM THE ORDINARY NEGLIGENCE OF MHGC, ITS AGENT OR EMPLOYEES. CUSTOMER WILL AT ITS EXPENSE, COMPLY WITH ALL FEDERAL, STATEMENT AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION DESIGN AND TRANSPORTATION AND WILL DEFEND, INDEMNIFY AND HOLD MHGC HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS.

10. **NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss of, theft of, or damage to the Equipment, Customer agrees to notify MHGC as soon as possible by telephone and, thereafter, to immediately report in writing to MHGC and to the public authorities (where required by law or by MHGC) all necessary information relating to the loss or accident.

11. **CONDITION OF THE EQUIPMENT.** Customer acknowledges having examined the Equipment upon its delivery to Customer. Customer's acceptance or use of the Equipment without proper notice to MHGC that the Equipment is not in good mechanical condition constitutes Customer's acknowledgement that the Equipment is in good mechanical condition at that time. If, during Customer's possession of the Equipment, it is found by Customer not be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify MHGC, whereupon MHGC will then, at its option and without any other liability or responsibility by MHGC to Customer: (a) repair or suitably replace the Equipment within a reasonable time during MHGC's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due MHGC for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to MHGC's representatives so as to enable MHGC to meet its responsibilities hereunder.

THE FOREGOING IS IN LIEU OF (1) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND OF (2) ALL OBLIGATIONS OR LIABILITIES ON THE PART OF MHGC TO CUSTOMER FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTING, MAINTENANCE, USE, OPERATION, STORAGE, OR TRANSPORTATION OF THE EQUIPMENT.

12. **LATE PAYMENT FEE.** Should Customer fail to pay any invoice to MHGC in accordance with the terms of such invoice, Customer will pay a late payment fee to MHGC on such delinquent payment until fully paid, at the maximum rate allowed by the laws of the jurisdiction in which the MHGC branch specified on the front is located.

13. **FUELING SERVICE CHARGE.** MHGC agrees to provide the Equipment to Customer with a half full fuel tank. Customer agrees to return the Equipment with as much fuel in the tank. If Customer returns the Equipment with the fuel tank less than half full, Customer will pay to MHGC a sum equal to MHGC's then applicable refueling service charge posted at MHGC's branch where the Equipment is returned for the number of gallons required to refill the tank at the time of return.

14. **OPTION TO PURCHASE.** Notwithstanding any other terms in this Agreement, MHGC hereby grants to Customer the option to purchase the item(s) of Equipment identified on the front of this Agreement based on a fair market value to be determined by MHGC. Customer may express this option only by providing written notice to MHGC at the Rent Branch, together with full payment of the Option Price, prior to the twenty-eighth day following the date of this Agreement or the estimated return date shown on the front of this Agreement, whichever date is earlier.

15. **MERGER/MODIFICATION/SEVERABILITY.** This Agreement expresses the entire Agreement between the parties with respect to the subject matter hereof. No change, modification or interpretation of the terms hereof will be effective as against MHGC unless same is in writing and signed by a duly authorized officer of MHGC. Customer's execution of this instrument and/or acceptance of delivery of any part of the Equipment to be furnished hereunder shall constitute Customer's acceptance of all of the terms and conditions contained herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents that conflict with or limit in any way any of the terms and conditions contained herein. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof.

16. **PAYMENT.** Payment is due ahead of time for all rentals less than 30 days. Rentals/leases longer than 30 days will be billed net 30 on a monthly basis for the duration of the lease, and for any time thereafter that the equipment is not returned to the designated Branch. *Colorado Colorado*

This Agreement shall be governed and construed by the laws of the STATE OF *TEXAS* and the United States District Court. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY MANAGER'S OFFICE



Raymond H. Gonzales, County Manager

17 MAY 2018

Date

MILE HIGH GOLF CARS

Signature


Date

Printed Name

Title

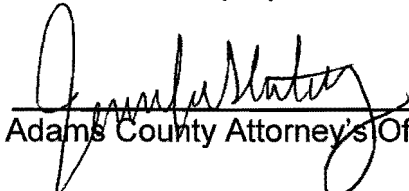
Attest:

Stan Martin, Clerk and Recorder



Deputy Clerk

Approved as to Form:



Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF _____)

STATE OF _____)SS.

Signed and sworn to before me this ____ day of _____, 2018,

by _____,

Notary Public

My commission expires on: _____

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Signature

Name (Print or Type)

Title

Note: Registration for the E-Verify Program can be completed at:
<https://www.vis-dhs.com/employerregistration>.

It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering