



Mayor & City Council

Workshop Session

~ Agenda ~

City of College Park
3667 Main Street
College Park, GA 30337

<http://www.collegeparkga.com>
404-669-3756 (Main)

Experience College Park
Georgia's Global City

Monday, August 17, 2020

6:00 PM

Council Chambers

1. Making College Park 'Atlanta's Safety Zone' Strategic Plan presentation by CEO of Safe America Foundation Len Pagano. See memorandum dated August 13, 2020 from City Manager Terrence Moore. Also, see attached PowerPoint presentation prepared by Mr. Pagano.
2. Consideration of updates to the City of College Park Human Resources Policies and Procedures Manual Section 3.1 "Equal Employment Opportunity Policy" and 3.2 "Non-Harassment Policy". See memorandum date August 10, 2020 from Director of Human Resources and Risk Management Chris Cook recommending updates. Also, see attached supporting documentation.
3. Consideration of the City of College Park Municipal Golf Course golf carts and the Yamaha Lease Agreement. See memorandum dated August 11, 2020 from Director of Recreation and Cultural Arts Michelle. Also, see attached supporting documentation.



CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

WORKSHOP AGENDA ITEM

DOC ID: 8288

DATE: August 13, 2020
TO: The Honorable Mayor and Members of City Council
FROM: Terrence Moore, City Manager
RE: Safe America Foudation Presentation

A presentation on *Making College Park 'Atlanta's Safety Zone' Strategic Plan* by CEO of Safe America Foundation Len Pagano is scheduled for the August 17, 2020 Workshop Session.

Thank you.

ATTACHMENTS:

- 5.0 - Aug 17 Presentation (on Safe America & College Park's Partnership) & Safety Zone (PPTX)
- 3.0 LP - Fall Forum (flyer) WorldSafe Institute Promo (Preview to College Park) (DOCX)

Review:

- Terrence R. Moore Completed 08/13/2020 2:49 PM
- Rosylene Robinson Completed 08/13/2020 2:50 PM
- Terrence R. Moore Completed 08/13/2020 2:49 PM
- Mayor & City Council Pending 08/17/2020 6:00 PM



Making College Park 'Atlanta's Safety Zone'

STRATEGIC PLAN

Our Vision: MAKING College Park a 'HERO' FOR SAFETY



Since last summer, we've been training College Park officers to improve their driving skills

Now, Safe America is looking to extend a partnership by:

1. Having officers become behind-the-wheel trainers and 'mentors' for teen drivers
2. Establishing a 'Simulator Training Center' that can also train College Park City employees
3. Staging a 'Fall Forum' in College Park on November 7
4. Showcasing College Park as the Southside's '**Safety Zone**'
5. Positioning College Park in helping lead important issues such as assisting veterans and fighting human trafficking

Step 1: Training Officers to be Safety 'Experts'

Involve all 90 officers... & are now extending training
(we provided 270 hours last fall)

Our goal: to train officers to become 'Safety Officers'

Use them to train teens & engage them in other issues

Seek State and Federal grants... & showcase (in media) how safety is enhanced by College Park





Step #2: Showcase Officers as 'Safety Heroes'

Grow community's 'interest' in protecting youth with Police-trained classes

Promote w/ WSB-TV, AJ/C and South Fulton Neighbor

Recruit teens to join a 'PAL' training program (have police train youth to 'Protect All Lives')



Step #3: Protect People Around ATL



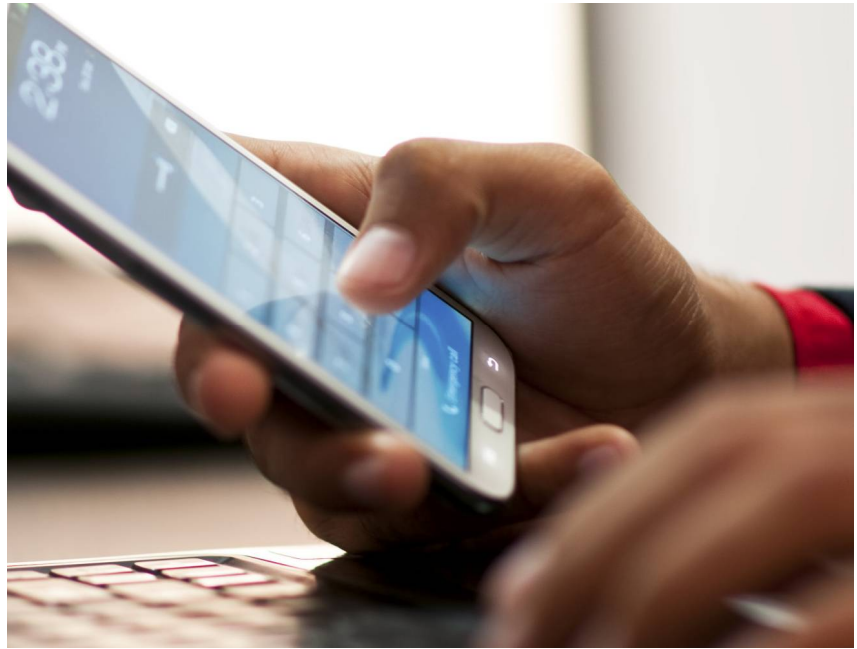
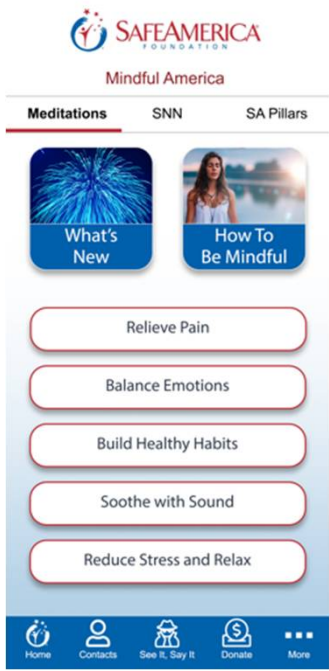
Work with P3 USA and KSU and survey citizens on their concerns

Showcase College Park and Safe America as 'rescuing' victims of human trafficking

Work at ATL Airport (with USO) to help homeless veterans & transport them to VA hospital, clinics

Have Safe America showcase officers as 'heroes' via SNN video reports (weekly)

Step #4: Unveil a 'Smartphone App' to Citizens

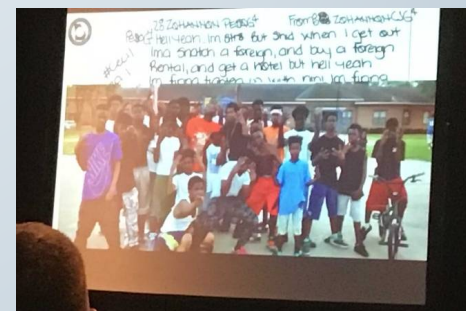


Step #5: Fight Gangs, Sexual Abuse

Partnership with the Georgia Association of Chiefs of Police

Evaluate how to curb recruitment in Middle Schools

Create videos – air on SNN



Smart Move: Become an International Resource (for Georgia – and beyond)

Be the home of the NEW WorldSafe Institute

Have airlines – domestic and international – perceive College Park
'helping them' to restore travel

Host "Aviation Alliance" discussions (with SKY, Delta and other carriers)

Provide international Zoom dialogues (with the UN, CIFAL and UGA)



AVIATION ALLIANCE



Grow Regional Leadership

Engage Fulton, Clayton, Henry and DeKalb Counties in 'SAFESouth'

Partner with GIPA, GA Association of Chiefs of Police, University of Georgia

Stage training events – with drones, simulators and other devices

Work with Safe America on creating analysis for community enhancement

Be perceived as the 'HOME of safety'



Invite Fortune 500 Firms to Consider College Park as their Atlanta 'home'



Host Safe America's 'CEO Network' that involve CEOs and senior executives coast-to-coast

Plan monthly Zoom dialogues with high-profile speakers



Together with the ATL Airport Chamber, become the 'leaders' who resolve crises... and work collectively



Welcome firms to Metro's new 'Safety Zone' (and use 'Fall Forum' to showcase the collaboration)

Kick off at Fall Forum
on Nov. 7 @ Georgia Int'l Convention Center

& hi-light Top issues

Online/Cyber Security	COVID-19
Youth Safety (Anti-Bullying)	Human Trafficking
Anti-Gangs	New Apps
Police Safety	Disaster Readiness



Gain More Visibility As Community Leaders

Be seen as co-host of 'Fall Forum'

Gain more positive social media messaging

Also gain pluses by honoring 'top leaders' with WorldSafe Awards



Positive Results: Making College Park the MODEL for Safety

1. Survey citizens on what they want – and can do – to help improve safety (pedestrians, bicyclists, Internet issues, helping public safety (with the School of Public and Int'l Affairs @ UGA)
2. Position Public Safety Officers as 'heroes' for teaching youth safety, too!
3. Make citizens aware of safety's growth & how College Park is leading the state





***Be Part of Making America SAFER!
...by Attending the 2020 WorldSafe Fall Forum***



Saturday, November 7 @ GA International Convention Center
8:30 am – 4:30 pm

Jeff Turner

Chairman – Clayton County Commission
Introducing the NEW WorldSafe Institute



Delanea Davis

CEO of Cloud 9 Online

Introducing SafeAmerica's new app!!



Cloud9
ONLINE



Joe Ruiz

Director, UPS Humanitarian
Relief & Resilience

UPS Foundation

Discussing disaster readiness advancements globally



to RSVP, call or email Lynda Johnson:
770-973-7233, Lynda.Johnson@safeamerica.org



...plus hear key topics impacting YOU!

1.1.b



What's being done to help resolve COVID-19 by DNV GL and KSU



How cyber security risks are being minimized by



What Safe America is launching to help Georgia law enforcement with GA Association of Chiefs of Police



GACP
Georgia Association of Chiefs of Police

How Georgia Intellectual Property Alliance (GIPA) Chairman Scott Frank is helping advance technology



...and how Knights of Columbus are looking to help Safe America with the Atlanta Airport Chamber of Commerce and College Park Police in helping veterans plus fighting human trafficking with AMR and the VA



Plus a look at Atlanta's 'new' rail industry role with Norfolk Southern & Dixie Pre-cast

1.1.b



Plus a preview of new pharmaceutical and disaster readiness apps being developed by Invaryant, LifeSaving Advice, ISP and InVid



For Tickets or Sponsorship, call Lynda Johnson at (770)-973-7233
Or email her at Lynda.Johnson@safeamerica.org





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WORKSHOP AGENDA ITEM

DOC ID: 8279

DATE: August 10, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Charles Cook, Director of Human Resources & Risk Management

RE: EEOC Policy Updates

The City of College Park Human Resources Policies and Procedures Manual Section 3.1 “Equal Employment Opportunity Policy” and Section 3.2 “Non-Harassment Policy” need to be updated. Specifically, to add and include *pregnancy, sexual identity, and genetic information* as a basis for which discrimination and harassment is prohibited. Attached are the recommended revisions to Sections 3.1 and 3.2 for Mayor and City Council consideration of approval.

Thank you.

ATTACHMENTS:

- EEOC Policy Updates (DOCX)

Review:

- Charles Christopher Cook Completed 08/10/2020 1:27 PM
- Rosylne Robinson Completed 08/10/2020 6:31 PM
- Terrence R. Moore Completed 08/13/2020 1:03 PM
- Mayor & City Council Pending 08/17/2020 6:00 PM

July 23, 2020

Latashia Gerald v. City of College Park, EEOC Charge No. 410-2019-04962

College Park, Update of Anti-Discrimination Policies

As referenced in an email dated May, 13, 2020, Mr. Roe from the EEOC found that the City's EEO and Harassment policies are out of date. Specifically, he found that Section 3.1 "Equal Employment Opportunity Policy" and 3.2 "Non-Harassment Policy" should be updated to add and include *pregnancy, sexual identity, and genetic information* as a basis for which discrimination and harassment are prohibited. However, Ms. Gerald claimed in her Charge of Discrimination that the City discriminated against her in violation of the Americans with Disabilities Act ("ADA").

Additionally, the Supreme Court of the United States delivered on June 15, 2020, its decision in *Bostock v. Clayton County, Georgia* making it illegal under Title VII of the Civil Rights Act to discriminate on the basis of an employee's sexual orientation or transgender status (gender identity).

Policy updates required by law:

Section 3.1 and 3.2

Must include pregnancy, sexual identity, gender identity, and genetic information as a basis for which discrimination and harassment are prohibited.

Suggested changes to the current policies:

Section 3.1, III. Policy Statement:

Discrimination is defined as an act of any kind based on race, color, religion, sex (including sexual harassment and pregnancy), national origin, age, disability, genetic information, gender identity or expression, sexual orientation, or any other protected classification under federal, state, or local law which adversely affects the employment or promotional opportunities of an individual.

It is a violation of this policy for anyone to retaliate against an individual, including non-citizens, for opposing discriminatory employment practices, files a charge or complaint alleging discrimination, provides information in a City investigation, or testifies, assists, or participates in an investigation, lawsuit, hearing, or proceeding relating to alleged discrimination.

Section 3.2, III. Policy Statement:

Second to last paragraph under III:

It is a violation of this policy for anyone to retaliate against an individual, including non-citizens, for opposing discriminatory employment practices that constitute harassment based upon race, color, religion, sex (including sexual harassment and pregnancy), national origin, age, disability, genetic information, gender identity or expression, sexual orientation, or any other protected classification under federal, state, or local law or for filing a harassment charge, testifying or participating in any way in an investigation, proceeding, or litigation involving harassment or discrimination.

Section 3.3, IV. Responsibilities and Administrative Procedures:

(E)(3):

The city makes determinations concerning accommodation requests on a case by case basis and relies on fact-specific inquiries to determine if the city will provide a reasonable accommodation. The Director of Human Resources will review the specific findings with the City Manager (and legal counsel) to determine the feasibility of the requested accommodation. The city will consider the preference of the individual to be accommodated. However, if there are two or more effective accommodations, the city, at its sole discretion, may choose the least expensive or easier accommodation that will provide equal opportunity for the applicant or the employee.

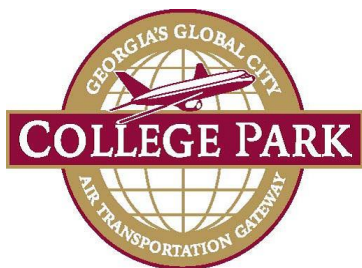
Section 5.1, III. Policy Statement:

D:

1. Exempt Status - Exempt employees, who are covered by the Fair Labor Standards Act, are not entitled to overtime pay. Exempt status is based on the duties and responsibilities of an individual position, the required educational level, and the salary received. Exempt employees must be paid on a salaried basis.

F:

~~Compensatory Time - Nonexempt employees may elect paid time off the job in lieu of overtime compensation for hours worked in excess of 40 hours during the work week. See Section 5.4.~~



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WORKSHOP AGENDA ITEM

DOC ID: 8280

DATE: August 13, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Terrence R. Moore, City Manager

FROM: Michelle Johnson, Director of Recreation & Cultural Arts

RE: Renewal of Yamaha Lease Agreement for Golf Course Carts

PURPOSE: Approval of renewal of the Yamaha lease agreement for the City of College Park Golf Course golf carts.

REASON: Renewal of the City of College Park Golf Course golf carts.

RECOMMENDATION: To approve the Yamaha lease agreement for the golf carts for the City of College Park Golf Course, subject to the City Attorney's proposed revisions.

BACKGROUND: Ed Coleman, Golf Course Manager, negotiated a new lease to provide the City of College Park Golf Course. With the new contract the golf course will receive 36 all new 2020 state of the art cars which is 6 more carts than prior lease agreement to include a new utility cart and retain the beverage cart for a 4 year lease with an increase of \$ 28.33 per month for the additional 6 carts.

YEARS OF SERVICE: 4 year lease agreement from September 2020-August 2024.

COST TO CITY: \$ 2,124.00 per month for 4 years.

BUDGETED ITEM: Yes

REVENUE TO CITY: Revenue is generated per use of golf cart rental cost per use is \$ 8.50.

CITY COUNCIL HEARING DATE: August 17, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: N/A

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS:**STAFF:** N/A**ATTACHMENTS:**

- 2020-2024 City of College Park Customer Golf Course Yamaha Golf Cart Lease (PDF)
- College Park Yamaha Lease (City Attorney Revisions) (PDF)

Review:

- Michelle Johnson Completed 08/11/2020 10:43 AM
- Rosyline Robinson Completed 08/11/2020 10:46 AM
- City Attorney's Office Completed 08/13/2020 12:52 PM
- Terrence R. Moore Completed 08/13/2020 1:03 PM
- Mayor & City Council Pending 08/17/2020 6:00 PM



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

July 21, 2020

CITY OF COLLEGE PARK
3667 MAIN STREET
COLLEGE PARK, GA 30337

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 36-DR2A EFI QT
Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule #203060
Request for Insurance
Certificate of Acceptance
Invoice For First Payment
ACH Form Required___ Optional X
OTHER municipal Amortization

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

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

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

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any
questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey

Yamaha Motor Finance Corporation



YAMAHA

Commercial Finance

MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated July 21, 2020, between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and CITY OF COLLEGE PARK having its principal office at 3667 MAIN STREET, COLLEGE PARK, GA 30337 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.

2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.

3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.

5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.

6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.

7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.

8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.

9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

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

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

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

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

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

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

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

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

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

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

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

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

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

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

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

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

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

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

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

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

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF COLLEGE PARK

as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: _____

By: _____

Print Name: _____

Print Name: Jeff Young

Title: _____

Title: President

EQUIPMENT SCHEDULE # 203060

Dated 07/21/2020

- 1. This Schedule covers the following property ("Equipment")
36-DR2A EFI QT GOLF CARS
- 2. Location of Equipment:
COLLEGE PARK GOLF COURSE
3711 FAIRWAY DRIVE
ATLANTA, GA 30337
- 3. The Lease term for the Equipment described herein shall commence on September 15, 2020 and shall consist of 48 months from the first day of the month following said date.

- 4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
48 MONTHLY PAYMENTS IN THE AMOUNT OF \$2,124.00 (APPLICABLE TAXES TO BE BILLED).

STARTING SEPTEMBER 2020 AND ENDING AUGUST 2024. DUE THE 15TH DAY OF THE MONTH AS FOLLOWS:

Sep-20 \$2,124.00	Jan-21 \$2,124.00	Jan-22 \$2,124.00	Jan-23 \$2,124.00	Jan-24 \$2,124.00
Oct-20 \$2,124.00	Feb-21 \$2,124.00	Feb-22 \$2,124.00	Feb-23 \$2,124.00	Feb-24 \$2,124.00
Nov-20 \$2,124.00	Mar-21 \$2,124.00	Mar-22 \$2,124.00	Mar-23 \$2,124.00	Mar-24 \$2,124.00
Dec-20 \$2,124.00	Apr-21 \$2,124.00	Apr-22 \$2,124.00	Apr-23 \$2,124.00	Apr-24 \$2,124.00
	May-21 \$2,124.00	May-22 \$2,124.00	May-23 \$2,124.00	May-24 \$2,124.00
	Jun-21 \$2,124.00	Jun-22 \$2,124.00	Jun-23 \$2,124.00	Jun-24 \$2,124.00
	Jul-21 \$2,124.00	Jul-22 \$2,124.00	Jul-23 \$2,124.00	Jul-24 \$2,124.00
	Aug-21 \$2,124.00	Aug-22 \$2,124.00	Aug-23 \$2,124.00	Aug-24 \$2,124.00
	Sep-21 \$2,124.00	Sep-22 \$2,124.00	Sep-23 \$2,124.00	
	Oct-21 \$2,124.00	Oct-22 \$2,124.00	Oct-23 \$2,124.00	
	Nov-21 \$2,124.00	Nov-22 \$2,124.00	Nov-23 \$2,124.00	
	Dec-21 \$2,124.00	Dec-22 \$2,124.00	Dec-23 \$2,124.00	

- 5. Interest Factor: 4.48 %
- 6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 07/21/2020 between the parties(the"Lease").

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

includes 2 loaner cars

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

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

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

LESSEE: CITY OF COLLEGE PARK

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

X By : _____
Signature

X Name: _____
Type or Print

X Title: _____

By : _____
Name: Jeff Young

Title: President

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

1.3.a

6555 Katella Avenue, Cypress, CA
90630

E-MAIL: YMFUS_CFinsurance@yamaha-motor.com

X NAME OF INSURANCE AGENT: _____

July 21, 2020

ADDRESS: _____

Please Reference our Quote# 203060

X PHONE: _____

FAX: _____

RE: COLLEGE PARK GOLF COURSE

(Customer) Account # _____

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

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

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

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

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

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

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

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

Your prompt attention will be appreciated

Very Truly Yours,

Equipment Covered:

36-DR2A EFI QT GOLF CARS

includes 2 loaner cars

CITY OF COLLEGE PARK

(Customer)

Equipment Location:

3711 FAIRWAY DRIVE

ATLANTA, GA 30337

X By: _____
(Signature of Authorized Officer)

X Title: _____

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 203060
 dated July 21, 2020 to the Master Lease Agreement dated
July 21, 2020 between Yamaha Motor Finance Corporation, U.S.A.
 (the "Lessor") and CITY OF COLLEGE PARK
 (the "Lessee").

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

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
36-DR2A	EFI QT GOLF CARS	See Attachment	NEW	COLLEGE PARK GOLF COURSE 3711 FAIRWAY DRIVE ATLANTA, GA 30337

ADDITIONAL CONDITIONS/SPECIAL TERMS:
 includes 2 loaner cars

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

CITY OF COLLEGE PARK

as Lessee

By: _____
 Name: _____
 Title: _____



PLEASE SEND YOUR PAYMENTS TO:

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

INVOICE NUMBER: MAN 203060

Date Prepared: 07/21/2020

CITY OF COLLEGE PARK
3667 MAIN STREET
COLLEGE PARK, GA 30337

Due Date	Quote No	Description	Amount Due
	203060	36-DR2A EFI QT GOLF CARS for Municipal Lease Cars located at: COLLEGE PARK GOLF COURSE	
09/15/2020		Payment	\$2,124.00
		Payment Tax	\$0.00

YOUR ACCOUNT BALANCE IS ----- \$2,124.00

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



PLEASE SEND YOUR PAYMENTS TO:

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

INVOICE NUMBER MAN 203060

Date Prepared: 07/21/2020

Payment for:

CITY OF COLLEGE PARK
3667 MAIN STREET
COLLEGE PARK, GA 30337

203060 1ber

Amount Paid

Date Paid

Check Number

RECITALS

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

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

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

Address for Deliver of Notice:

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

Attention: Stacey Stankey, Assistant Department Manager

Customer Name CITY OF COLLEGE PARK

Customer Number 7610731

Contact Phone Number _____

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

- Checking Account or
- Savings Account

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

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

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

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

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

Name(s) _____ (Please Print)

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

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

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

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



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

July 21, 2020

CITY OF COLLEGE PARK
3667 MAIN STREET
COLLEGE PARK, GA 30337

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 36-DR2A EFI QT
Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement
Equipment Schedule #203060
Request for Insurance
Certificate of Acceptance
Invoice For First Payment
ACH Form Required___ Optional X
OTHER municipal Amortization

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

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

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

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any
questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey

Yamaha Motor Finance Corporation



YAMAHA

Commercial Finance

MUNICIPAL MASTER LEASE AGREEMENT



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated July 21, 2020, between YAMAHA MOTOR FINANCE CORPORATION, U.S.A., having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and CITY OF COLLEGE PARK 3667 MAIN STREET, COLLEGE PARK, GA 30337 having its principal office at ("Lessee").

Lessor and Lessee hereby agree as follows:

- 1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer").
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED, MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

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

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

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

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

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

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

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

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

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

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

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

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

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

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

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

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

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

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

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

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

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF COLLEGE PARK

as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: Jeff Young
Title: President

EQUIPMENT SCHEDULE # 203060

Dated 07/21/2020

1. This Schedule covers the following property ("Equipment")

36-DR2A EFI QT GOLF CARS

2. Location of Equipment:

COLLEGE PARK GOLF COURSE

3711 FAIRWAY DRIVE

ATLANTA, GA 30337

3. **The Lease Term for the Equipment described herein shall commence on September 15, 2020 and shall terminate absolutely and without further obligation of the Lessee at the end of the calendar year in which it is executed. Pursuant to OCGA 36-60-13, the Lease Term shall automatically renew at the end of the calendar year in which it is executed and at the close of each succeeding calendar year for a total Lease Term not to exceed forty-eight (48) months, unless Lessee provides written notice to Lessor thirty (30) days prior to the end of the applicable renewal term**

4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:

48 MONTHLY PAYMENTS IN THE AMOUNT OF \$2,124.00 (APPLICABLE TAXES TO BE BILLED).

STARTING SEPTEMBER 2020 AND ENDING AUGUST 2024. DUE THE 15TH DAY OF THE MONTH AS FOLLOWS:

Sep-20 \$2,124.00	Jan-21 \$2,124.00	Jan-22 \$2,124.00	Jan-23 \$2,124.00	Jan-24 \$2,124.00
Oct-20 \$2,124.00	Feb-21 \$2,124.00	Feb-22 \$2,124.00	Feb-23 \$2,124.00	Feb-24 \$2,124.00
Nov-20 \$2,124.00	Mar-21 \$2,124.00	Mar-22 \$2,124.00	Mar-23 \$2,124.00	Mar-24 \$2,124.00
Dec-20 \$2,124.00	Apr-21 \$2,124.00	Apr-22 \$2,124.00	Apr-23 \$2,124.00	Apr-24 \$2,124.00
	May-21 \$2,124.00	May-22 \$2,124.00	May-23 \$2,124.00	May-24 \$2,124.00
	Jun-21 \$2,124.00	Jun-22 \$2,124.00	Jun-23 \$2,124.00	Jun-24 \$2,124.00
	Jul-21 \$2,124.00	Jul-22 \$2,124.00	Jul-23 \$2,124.00	Jul-24 \$2,124.00
	Aug-21 \$2,124.00	Aug-22 \$2,124.00	Aug-23 \$2,124.00	Aug-24 \$2,124.00
	Sep-21 \$2,124.00	Sep-22 \$2,124.00	Sep-23 \$2,124.00	
	Oct-21 \$2,124.00	Oct-22 \$2,124.00	Oct-23 \$2,124.00	
	Nov-21 \$2,124.00	Nov-22 \$2,124.00	Nov-23 \$2,124.00	
	Dec-21 \$2,124.00	Dec-22 \$2,124.00	Dec-23 \$2,124.00	

5. Interest Factor: 4.48 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 07/21/2020 between the parties(the"Lease").

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

includes 2 loaner cars

Termination for Convenience. Notwithstanding anything stated herein or in the Master Lease, either party may terminate the Lease for convenience by providing thirty (30) days written notice to the other party.

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

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

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

LESSEE: CITY OF COLLEGE PARK

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

X By : _____
Signature
X Name: _____
Type or Print
X Title: _____

By : _____
Name: Jeff Young
Title: President

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

1.3.b

6555 Katella Avenue, Cypress, CA
90630

E-MAIL: YMFUS_CFinsurance@yamaha-motor.com

X

NAME OF INSURANCE AGENT:

July 21, 2020

ADDRESS: _____

Please Reference our Quote# 203060

X

PHONE: _____

FAX: _____

RE: COLLEGE PARK GOLF COURSE

(Customer) Account # _____

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

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

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

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

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

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

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

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

Your prompt attention will be appreciated

Very Truly Yours,

Equipment Covered:

36-DR2A EFI QT GOLF CARS

includes 2 loaner cars

CITY OF COLLEGE PARK

(Customer)

Equipment Location:

3711 FAIRWAY DRIVE

ATLANTA, GA 30337

X

By: _____
(Signature of Authorized Officer)

X

Title: _____

CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 203060
 dated July 21, 2020 to the Master Lease Agreement dated
July 21, 2020 between Yamaha Motor Finance Corporation, U.S.A.
 (the "Lessor") and CITY OF COLLEGE PARK
 (the "Lessee").

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

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
36-DR2A	EFI QT GOLF CARS	See Attachment	NEW	COLLEGE PARK GOLF COURSE 3711 FAIRWAY DRIVE ATLANTA, GA 30337

ADDITIONAL CONDITIONS/SPECIAL TERMS:
 includes 2 loaner cars

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

CITY OF COLLEGE PARK

as Lessee

By: _____
 Name: _____
 Title: _____



PLEASE SEND YOUR PAYMENTS TO:

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

INVOICE NUMBER: MAN 203060

Date Prepared: 07/21/2020

CITY OF COLLEGE PARK
3667 MAIN STREET
COLLEGE PARK, GA 30337

Due Date	Quote No	Description	Amount Due
	203060	36-DR2A EFI QT GOLF CARS for Municipal Lease Cars located at: COLLEGE PARK GOLF COURSE	
09/15/2020		Payment	\$2,124.00
		Payment Tax	\$0.00

YOUR ACCOUNT BALANCE IS ----- \$2,124.00

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



PLEASE SEND YOUR PAYMENTS TO:

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

INVOICE NUMBER MAN 203060

Date Prepared: 07/21/2020

Payment for:

CITY OF COLLEGE PARK
3667 MAIN STREET
COLLEGE PARK, GA 30337

203060 1ber

Amount Paid

Date Paid

Check Number

RECITALS

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

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

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.

2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.

3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.

4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.

5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.

7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

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

Attention: Stacey Stankey, Assistant Department Manager

Customer Name CITY OF COLLEGE PARK

Customer Number 7610731

Contact Phone Number _____

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

- Checking Account or
- Savings Account

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

Depository Name _____

Branch _____

City _____ State _____ Zip _____

Bank Routing Number _____

Bank Account Number _____

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

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

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

Name(s) _____ (Please Print)

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

Signature(s) _____

Date _____

INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:

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

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

