

Fixed Rental-Golf Car Short-Term Lease Agreement

This agreement is by and between Kenfield Golf Cars (herein called Lessor) having its principle place of business at 13357 Pond Springs Road, Austin, TX 78729

and: Williamson County Expo.

In consideration of the undertaking and of the premises herein, the parties covenant agrees as follows:

THE LESSOR AGREES TO THE FOLLOWING:

1. To perform routine maintenance as needed and as indicated in #2 below.
2. To make all repairs and replace all parts required by **NORMAL WEAR AND NORMAL USAGE** incurred by use and normal function of the car.

THE LESSEE AGREES TO THE FOLLOWING:

1. To keep cars furnished by Lessor, secure and sheltered the time between the delivery date and pickup date.
2. To be responsible for and reimburse Lessor for any damages, repairs, and lost rent due to vandalism, theft, accident, negligence of other than the normal function of the car.
3. Lessee is responsible for flats incurred during leasing of the car(s).
4. Not to use the leased car for any purpose other than the normal function of the car.
5. **Lessee is responsible for the cleanliness of car(s) upon return or a cleaning fee of \$30.00 per cart will be charged.**
6. To maintain water (distilled only) level in batteries, and check oil level. (Procedures for at least one week rental)

SPECIAL PROVISIONS:

1. **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
2. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance

with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

4. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

5. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

TERMS:

1. Rental is to be for a 6 passenger gas cart for a period of 3 to 6 months.

Place: Williamson County Expo

2. Rent shall be \$475 monthly plus one time pickup/delivery fee of \$80.

3. The monthly rental rate of \$475 is due and payable on the 20th of every month via Lessee's purchasing card.

By: _____ Dated: _____

Authorized Lessee Representative

By:  Dated: 6/7/21

Authorized Kenfield Golf Car Representative

PLEASE READ SIGN AND FAX BACK TO 512-258-8582. THANK YOU.