Lease Agreement Terms

Brad’s Golf Cars, Inc. hereinafter is referred to as Company.

1. By accepting delivery of rented item, customer agrees to all terms and conditions shown on this rental contract, customer acknowledges that S/He has received in good order all rented items and other goods listed on the contract.

2. Customer assumes full responsibility for all rented items, including their safe and proper use, operation, maintenance, and return to <Company>. Customer is responsible for all loss, damage, or repair.

3. <Company> makes no warranties or merchant ability or fitness for particular purpose, or any warranties, expressed or implied.

4. This rental contract forms the sole agreement between the customer and <Company>. The customer agrees to indemnify and hold <Company> harmless for any claims from customer use or misuse, including any third parties for loss, injury, and damage to persons or property arising out of the customer’s negligence or operation including legal costs incurred in defense of such claims.

5. Operator should read all warnings and instructions (Safety instructions).

6. Retaking of equipment: If customer fails to return all returned items upon agreed time, customer agrees to pay for all additional charges. If customer refuses to return rented items, the customer agrees that <Company> and its agents may take all reasonable actions necessary to recover rented items without prior notice or legal process.

7. Customer acknowledges the possibility of injury and will provide adult supervision at all times. According to the rules given to rental party prior to event, written instruction or verbal.

8. Attorney fees: customer agrees to pay all reasonable attorney fees and court costs incurred by <Company> in enforcing these terms and conditions.

9. Customers are responsible for any damage caused by the application or removal of any decals, stickers or tape affixed to the units. Customer may be billed for additional cleaning or repainting of cars as required.

10. Keys must be returned with the car. There will be a $10.00 key charge for all keys not returned to Brad’s Golf Cars, Inc., 5515 Reidsville Rd., Belews Creek, NC 27009.

11. No tampering or altering of any engine parts is permitted.

Customer Received Date ___________________________ Return Date ___________________________

Serial Numbers ______________________________________________________________

Note any existing damage ________________________________________________________

Received by _________________________________________________________________

NAME OF COMPANY ___________________________________________________________

ANY CHANGES OR CANCELLATIONS MUST BE MADE 48 HRS. PRIOR TO DELIVERY
EXCEPTIONS TO BRAD’S GOLF CARS, INC. TERMS AND CONDITIONS

The following exceptions are being noted to the Terms and Conditions between Brad’s Golf Cars, Inc. and the University of North Carolina at Greensboro (UNCG).

4. – Indemnification

UNCG takes exception to the second sentence in this section.

North Carolina laws and regulations provide that contract provisions such as limitations on the other party’s liability, waivers of the limits of the University’s liability, and hold harmless or indemnification clauses in favor of the other party are contrary to public policy and are therefore void. Specifically, under the North Carolina Tort Claims Act (N.C. Gen. Stat. 143-291 et seq.) a State entity cannot waive the State’s sovereign immunity and assume liability for actions not covered by the Tort Claims Act, in a forum other than the Industrial Commission, for an amount greater than allowed under the Tort Claims Act ($1,000,000), or for liabilities different from the liabilities allowed under the Tort Claims Act (such as attorney’s fees). Agreeing to such terms in violation of the Tort Claims Act would render that agreement void. A December 12, 1990 advisory letter from the North Carolina Attorney General to David N. Edwards, Jr., UNC General Administration, supports this determination.

8. – Attorney Fees

UNCG takes exception to this entire section.

Any contract between the University and another party includes by implication the existing law of the State of North Carolina. The waiver of sovereign immunity therefore is limited to the waiver of immunity for contracts that include the law of North Carolina. To preserve its sovereign immunity the University may not agree to waive provisions of North Carolina law. A clause requiring liquidated damages or cancellation fees to be paid by the University changes the law under which sovereign immunity for breach of contract was waived. Therefore, the University, as a State agency, cannot agree to a clause providing for liquidated damages or cancellation fees to be paid by the University.
Brad's Golf Cars, Inc.
5515 Reidsville Road
Belews Creek, NC 27009

Name: Brad Walsh
Title: Vice-President
Signature: [Signature] Date: 4-8-14

UNCG
PO Box 26170
1000 Spring Garden Street
Greensboro, NC 27402

Name: Richard R. Fleming, C.P.M.
Title: Assistant Director of Purchasing
Signature: [Signature] Date: 4-8-14