

-FORE WHEELER GOLF CARS- EQUIPMENT RENTAL/LEASE AGREEMENT

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

1. **NATURE OF THIS AGREEMENT.** This Agreement is solely for the purpose of creating a rental/lease transaction, which allows Customer to use the Equipment as permitted by this Agreement. The Equipment is owned by FWGC. Customer acknowledges that no one other than FWGC may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Additional Operators are agents of FWGC. No one may repair or alter the Equipment without FWGC's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify and hold FWGC harmless from all loss, liability, and expenses by reason thereof.
 2. **WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employee's regular employment, or persons approved by FWGC in writing. Customer and all Authorized Operators must be at least 21 years old to operate equipment, properly qualified to operate this equipment, and have a valid operator's license with respect to the Equipment where required by law.
 3. **RENTAL CHARGES.** Customer will pay FWGC on demand at the FWGC branch designated on the front, all rental, time, mileage, service transportation, refueling service, and other charges and sums in accordance with this Agreement, all sales and use taxes or tax reimbursement imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees incurred in collecting same. Customer will also pay to FWGC on demand at the FWGC branch designated on the front, the registration or licensing fee and/or ad valorem tax reimbursement charges described on the front. Customer understands that such charges will reimburse FWGC for a portion of the ad valorem taxes that FWGC paid in FWGC's prior fiscal year to the state in which such FWGC branch is located and to local governments and other taxing authorities located in such state. Customer further understands that unless otherwise required by applicable law, such charges may be determined by FWGC on the basis of the revenues FWGC receives or estimates it will receive in such state and the total registration or licensing fees and ad valorem taxes that FWGC pays or estimates it will pay to such state, local governments and other taxing authorities. The basic daily, weekly, and the 4 week rental will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day, 40 hours per week, 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/16th of the daily charge (for a daily rental), 1/80th of the weekly charge (for a weekly rental) and 1/320th for the 4 week charge (for a 4 week rental), plus applicable taxes. All charges are subject to final audit by FWGC. FWGC will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the FWGC branch designated on the front unless otherwise specified. Shipping charges from such branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on thirty (30) days notice in writing to the Customer with respect to any portion of the rental period then remaining. Customer and any person to whom, with FWGC's consent, Customer expressly directs the charges incurred under this Agreement to be billed, are jointly and severally responsible for payment of all such charges. Customer represents having the authority to direct such charges to be billed to that person. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provide in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid.
 4. **CUSTOMER'S RESPONSIBILITIES.** Customer must return the Equipment to FWGC in the same good and clean condition it is in when Customer receives it, ordinary wear expected. The Equipment must be returned to FWGC at the renting FWGC branch by the Due Date specified on the front, or sooner if demanded by FWGC. Customer acknowledges that it must confirm return receipt of the Equipment by FWGC at the expiration or earlier termination of this Agreement. Until such time as FWGC receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be kept only at Customer's place of business, home or the prespecified site in which the Equipment is used, and will not be moved without the prior written consent of FWGC. The equipment will be used only accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking tire pressure and charge levels daily. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify FWGC.
 5. **RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental or in Customer's or Authorized Operator's care, custody or control, whether exclusive or not, and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer, and will be paid to FWGC promptly upon Customer's receipt of an invoice therefore. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and FWGC's related expenses, such as loss of use, appraisal fees or recovery costs. **THE COST OF LABOR FOR REPAIRS WILL BE EITHER FWGC'S THEN PREVAILING HOURLY RATE FOR LABOR, WHICH INCLUDES LOSS OF USE, POSTED AT THE FWGC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO FWGC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT FWGC'S COST PLUS A RETAIL MARKUP.** Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.
 6. **EVENTS OF DEFAULT.** Customer shall be in default of this Agreement if Customer fails to pay any rent when due or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and FWGC. Customer will further be deemed to be in default if the Equipment is obtained from FWGC through fraud or misrepresentation or is used: (A) in violation of any law or ordinance; (B) in a reckless, negligent or abusive manner, or is intentionally damaged by Customer or with Customer's permission; (C) in violation of Paragraph 4 above; or (D) in any fashion or manner for which this Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.
 7. **REMEDIES OF FWGC.** In case of default by Customer, or if FWGC deems itself insecure, FWGC may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative, or remove same with or without process of law and without any notice or liability to Customer. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for FWGC recovering the Equipment. Customer agrees to permit such entry and action by FWGC. In such case, FWGC may also terminate this Agreement without notice to Customer or prejudice to any remedies of claims which FWGC might otherwise have for rent, expense of retaking, court costs and reasonable attorneys' fees. Customer will remain liable for the Equipment or for any loss or injury to this Equipment, notwithstanding such termination. FWGC shall have the right to issue and circulate theft notices, cause warrants to be issued for the taking of custody of Customer, Customer's agents, partners or employees, or take any other steps which FWGC will reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of FWGC are not exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.
 8. **INSURANCE.** (a) **Liability Insurance for Injury/Damage to Third Parties.** Customer will, at its own expense and at all times during the term of this Agreement, maintain in force applicable liability insurance policies as described below, each of which shall include liability limits written on a combined single limit basis of not less than \$1,000,000 per occurrence.
(b) **Property Insurance/Physical Damage Insurance (FWGC Equipment)** - If LDW is not accepted by Customer, the Customer will, at its own expense and at all times during the term of this Agreement, maintain in force Property Insurance/Physical Damage Insurance in an amount adequate to cover any damage to, or loss of, the Equipment being rented under this Agreement. Customer's policies must expressly provide coverage for non-owned Equipment while in the Customer's care, custody and control.
(c) **Evidence of Coverage** - Customer will, on demand, furnish FWGC with a Certificate of Insurance evidencing the applicable coverage more fully described in subparagraphs (a) and (b) just above. Such certificate(s) shall be endorsed to provide that the applicable insurance policies may not be canceled or materially modified except on thirty (30) days prior written notice to FWGC at the FWGC branch identified on the front. customer will name Golf Cars of Houston as additional insured with waiver of subrogation
 9. **INDEMNIFICATION.** For and in additional consideration of providing the Equipment herein, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS FWGC, ITS SUBSIDIARIES, PARENT COMPANY AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL LOSS, LIABILITY, CLAIM, ACTION OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER, AS A RESULT OF THE MAINTENANCE, USE, POSSESSION, OPERATION, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, EVEN IF SUCH LIABILITY RESULTS IN ANY PART FROM THE ORDINARY NEGLIGENCE OF FWGC, ITS AGENT OR EMPLOYEES. CUSTOMER WILL AT ITS EXPENSE, COMPLY WITH ALL FEDERAL, STATEMENT AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION DESIGN AND TRANSPORTATION AND WILL DEFEND, INDEMNIFY AND HOLD FWGC HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS.
 10. **NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss of, theft of, or damage to the Equipment, Customer agrees to notify FWGC as soon as possible by telephone and, thereafter, to immediately report in writing to FWGC and to the public authorities (where required by law or by FWGC) all necessary information relating to the loss or accident.
 11. **CONDITION OF THE EQUIPMENT.** Customer acknowledges having examined the Equipment upon its delivery to Customer. Customer's acceptance or use of the Equipment without proper notice to FWGC that the Equipment is not in good mechanical condition constitutes Customer's acknowledgement that the Equipment is in good mechanical condition at that time. If, during Customer's possession of the Equipment, it is found by Customer not be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify FWGC, whereupon FWGC will then, at its option and without any other liability or responsibility by FWGC to Customer: (a) repair or suitably replace the Equipment within a reasonable time during FWGC's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due FWGC for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to FWGC's representatives so as to enable FWGC to meet its responsibilities hereunder.
- THE FOREGOING IS IN LIEU OF (1) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND OF (2) ALL OBLIGATIONS OR LIABILITIES ON THE PART OF FWGC TO CUSTOMER FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTING, MAINTENANCE, USE, OPERATION, STORAGE, OR TRANSPORTATION OF THE EQUIPMENT.
12. **LATE PAYMENT FEE.** Should Customer fail to pay any invoice to FWGC in accordance with the terms of such invoice, Customer will pay a late payment fee to FWGC on such delinquent payment until fully paid, at the maximum rate allowed by the laws of the jurisdiction in which the FWGC branch specified on the front is located.
 13. **FUELING SERVICE CHARGE.** FWGC agrees to provide the Equipment to Customer with a half full fuel tank. Customer agrees to return the Equipment with as much fuel in the tank. If Customer returns the Equipment with the fuel tank less than half full, Customer will pay to FWGC a sum equal to FWGC's then applicable refueling service charge posted at FWGC's branch where the Equipment is returned for the number of gallons required to refill the tank at the time of return.
 14. **OPTION TO PURCHASE.** Notwithstanding any other terms in this Agreement, FWGC hereby grants to Customer the option to purchase the item(s) of Equipment identified on the front of this Agreement based on a fair market value to be determined by FWGC. Customer may express this option only by providing written notice to FWGC at the Rent Branch, together with full payment of the Option Price, prior to the twenty-eighth day following the date of this Agreement or the estimated return date shown on the front of this Agreement, whichever date is earlier.
 15. **MERGER/MODIFICATION/SEVERABILITY.** This Agreement expresses the entire Agreement between the parties with respect to the subject matter hereof. No change, modification or interpretation of the terms hereof will be effective as against FWGC unless same is in writing and signed by a duly authorized officer of FWGC. Customer's execution of this instrument and/or acceptance of delivery of any part of the Equipment to be furnished hereunder shall constitute Customer's acceptance of all of the terms and conditions contained herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents that conflict with or limit in any way any of the terms and conditions contained herein. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof.
 16. **PAYMENT.** Payment is due ahead of time for all rentals less than 30 days. Rentals/leases longer than 30 days will be billed net 30 on a monthly basis for the duration of the lease, and for any time thereafter that the equipment is not returned to the designated Branch.

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