

PURCHASE AGREEMENT

Golf Carts

This Purchase Agreement ("Agreement") is made effective this 21st day of October, 2024 by and between the City of Nampa, a municipal corporation, organized and existing under the laws of the State of Idaho ("City") and, and RMT Equipment (referred to herein as "Supplier"). City and Supplier may be referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, City desires to purchase 50 RXV Elite 2.2 Golf Cars, better described on Exhibit A, for its use and Supplier desires to sell and deliver said golf cars to the City

NOW THEREFORE, for consideration, the parties agree as follows:

AGREEMENT

1. **EQUIPMENT:** Supplier agrees to sell and deliver 50 RXV ELITE 2.2 Golf Cars ("Equipment") in the type and style depicted in "Exhibit A", which is attached hereto and incorporated herein, to the City at the location specified by City. Supplier to be solely and fully responsible for said Equipment until delivered to City at the specified location. The Equipment is sold to the City with a lithium-ion battery with 5-year unlimited amp hour warranty that includes setup of the golf cars.

2. **PURCHASE PRICE:** City agree to pay Supplier the unit price of \$8,479.41 for the Equipment within thirty (30) days of delivery and acceptance of the Equipment by City. The complete order is for 50 golf cars totaling \$423,970.50. The trade in value of existing carts will be deducted from the total purchase price.

3 **DELIVERY:** Supplier will deliver the Equipment as provided herein within 18 weeks of the effective date of this Agreement. This time period may be extended by mutual written agreement of the Parties.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Supplier is an independent Contractor and is not an employee, servant, agent, partner, or joint venture of or with CITY. This Agreement shall not be construed to create any employer-employee relationship between City and Supplier.

5. **INSURANCE AND WORKER'S COMPENSATION:** Supplier shall at all times during its Contract or Agreement with CITY maintain liability insurance in the minimum amounts as follows: General Liability (\$2,000,000.00) aggregate and (\$1,000,000.00) per incident or occurrence. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, save and hold harmless CITY.

6. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

7. **AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both CITY and Supplier.

8. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that Supplier shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

17. **TERMINATION OF AGREEMENT:** CITY reserves the right to terminate this Agreement for breach of the terms and conditions of this Agreement, by giving at least ten (10) days' notice in writing to Supplier. If Supplier cures said default within the ten day period noted above then they shall not be deemed in default.

18. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To CITY:

Scott Nichols
Parks and Recreation - Golf
Ridgecrest Golf Club
3730 Ridgecrest Drive
Nampa, Idaho 83687
USA

To Supplier:

Chad Kartchner
RMT Equipment
4225 South 500 West
Salt Lake City, Utah 84123
USA

20. **INDEMNIFICATION:** Supplier agrees to indemnify, defend, and hold harmless City and its officers, agents, Contractors, and employees from and against any and all liability, claims, losses, actions, or judgments, including any costs and attorney's fees incurred therein, for damages, losses, or injury to City, persons or property for any negligent act, error or omission arising out of or in connection with sale and delivery of the Equipment until delivery and acceptance of the Equipment by City.

21. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

22. **APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho with venue for any disputes to occur exclusively in Canyon County, Idaho.

23. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

24. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

25. **Statutory Certifications.** RMT Equipment hereby certifies that it is not owned or operated by the Government of China, as defined in Idaho Code Section 67-2359, and that during the Term of this Agreement it will not be owned or operated by the Government of China. RMT Equipment hereby certifies that it is not currently engaged in, and during the Term of this

Agreement will not engage in, a boycott of goods and services from Israel or territories under its control as defined in Idaho Code Section 67-2346. RMT Equipment hereby certifies that it is not currently engaged in, and will not for the Term of this Agreement, boycott any individual or company because that individual or company: a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy or agriculture or b) engages in or supports the manufacture, distribution, sale or use of firearms (as firearm is defined in Idaho Code section 18-3302(2)(d)) as the forgoing terms in this sentence are defined in Idaho Code Section 67-2347A. EMT Equipment certifies that it is not, and will not for during the Term of the Agreement, become an abortion provider or an affiliate of an abortion provider, as those terms are defined in Idaho Code §§ 18-8701 et seq.

IN WITNESS WHEREOF, City and Supplier have executed this Agreement as of the dates noted below.

CITY OF NAMPA

Supplier Name

By: _____

By: _____

Debbie Kling, Mayor

Name/its: _____

Attest: _____

Clerk



EZGO RXV ELiTE FLEET PROPOSAL

Ridgecrest Golf Club
3730 Ridgecrest Dr
Nampa, ID 83687

August 29, 2024

Thank you for the opportunity to provide you with the following proposal for your new 2024 golf cart fleet. This proposal outlines the following for you:

(50) RXV ELiTE 2.2 Golf Cars:

- ☐ 2024 EZGO RXV ELiTE 2.2 electric golf car with the patented Intellibrake with AC drive motor. Ivory color, charger, sweater basket, canopy, tan seats, tan canopy top, fold down windshield, usb port, 1 sand/seed bottle, gold hub caps & message holder.
(Includes lithium-ion battery with 5-year unlimited amp hour warranty)
Delivery & setup included

Retail Purchase price:
Price per car – \$9,421.57
Total for 50 cars - \$471,078.33

Omnia Information
Omnia (U.S. Communities): <https://www.omniapartners.com>
User: 2509942 (member ID)
Omnia Discount 10%

Omnia Discount Pricing:
Price per car – \$8,479.41
Total for 50 cars - \$423,970.50

With Trade-in cars – Total approximately \$390,000.00

By signing and returning this proposal the City of Nampa/Centennial Golf Course places the vehicles listed on this proposal on order with RMT Equipment. RMT Equipment understands that City of Nampa is placing the order as an intent to purchase, and may cancel the order prior to May 1, 2024 without incurred cancellation costs are charges to the City of Nampa.

Signing Officer - Title

Date