### TOWN OF GOLDEN BEACH, FLORIDA

### **RESOLUTION NO. 2444.16**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING THE PARTICIPATION IN A LEASE AGREEMENT FOR TWO POLICE MOTORCYCLES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Golden Beach, Florida (the "Town") wishes to enter into a lease agreement with CHESTER'S FORT LAUDERDALE HARLEY-DAVIDSON CYCLES in order to utilize two police motorcycles for the purpose of providing police services to its residents, described and outlined in the attached Agenda Item Report; and

**WHEREAS**, in accordance with the Town's purchasing procedures, contracts must be reviewed an approved by the Town council; and

WHEREAS, the Town Council finds that the continued lease of the motorcycles is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> <u>Recitals Adopted.</u> That each of the above-stated recitals is hereby adopted and confirmed.

<u>Section 2.</u> <u>Authorization of Approval.</u> The approval and execution of the lease agreement to lease the two motorcycles as described and outlined in the Agenda ltem Report attached and incorporated herein, is hereby authorized and approved.

<u>Section 3.</u> <u>Implementation.</u> That the Mayor and Town Manager are authorized to take any and all action which is necessary to implement this Resolution.

**Section 4. Effective Date.** That this Resolution shall be effective immediately

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Resolution No. 2444.16

upon adoption.

Sponsored by the Police Chief.

The Motion to adopt the foregoing Resolution was offered by <u>Councilmember</u>

<u>Rojas</u>, seconded by <u>Councilmember Lusskin</u> and on roll call the following vote ensued:

Mayor Glenn Singer
Vice Mayor Kenneth Bernstein
Councilmember Bernard Einstein
Councilmember Judy Lusskin
Councilmember Amy Isackson-Rojas

Aye
Aye
Aye

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,

Florida, this 15th day of March, 2016.

**ATTEST** 

MAYOR ØLENN'SINGER

TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN TOWN ATTORNEY

# COMMERCIAL -

## LEASE

Lease Rate:

### 10-Mar-16

Lessee: CITY OF GOLDEN BEACH				
Make: Harley-Davidson Year: 2016				
Model: FLHTP	Term:	36		

## CAPITALIZED COST

Enter values in yellow cells					
Selling Price of Base Vehicle	\$18,000.00				
2. Approved Equipment	\$6,000.00				
3. Doc/Prep/Setup	\$1,270.00				
5. Gross Price (1 + 4)	\$25,270.00				
6. Less Cash Down/Trade	\$0.00				
7. Net Selling Price (5 - 6)	\$25,270.00				

### NOTES:

PER	LIMIT.	TOTAL	OF A	LUNITS

## **CALCULATION OF RESIDUAL**

8. Residual	\$7,500.00						
ACCESSORY LIST & COST							
TOTALS	: \$						

#### **WORKSHEET** Dealer: Dealer # 3343 VIN#

6.99

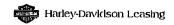
## CALCULATION OF PAYMENT

Buy Rate:

V	· · · · · ·
\$25,270.00	
\$7,500.00	
\$17,770.00	
36	
	\$493.61
\$25,270.00	
\$7,500.00	
\$32,770.00	
0.0029125	
	\$95.44
\$589.05	
	\$589.05
	\$25,270.00 \$7,500.00 \$17,770.00 36 \$25,270.00 \$7,500.00 \$32,770.00 0.0029125

# **\$ COLLECTED FROM LESSEE**

14. First Total Monthly Payment	\$589.05	
15. Acquisition Fee	\$200.00	
16. Downpayment	\$0.00	
17. Title /License /Registration	\$61.00	
18. Other	\$0.00	
19. Total \$ Due on Delivery from Lessee	\$850.05	



## **CLOSED-END LEASE**

(No Purchase Option)

This Lease is an agreement to lease the Vehicle described below. This is not a purchase agreement, Lessor owns the Vehicle, "Lessor" refers to Lessor named above. "Lease" refers to this Closed-End Lease. "You" and "You" refers to Lesses. By signing this Lease, "tou agree to all its terms and conditions. Be sure to read the entire Lease before the signing this close, the same to the condition of the condition of

		HAME				ADDRESS		
				-				
LESSOR		LESSEE						
HARLEY-DAVIDSON		NAME						
3850 arrovihead Carson City, NV (		ADDRESS		-				
		CITY			STATE	ZIP	PHONE	I
			NES	CRIPTION O	F VEHICI F			
NEW/USED	YEAR	MAKE & MODEL	שבט	BODY TYPE	- FLINGLE	VEHICLE ID NUMBER		ODOMETER MILEAGE
		<del>                                     </del>					_	GDGINETEN MILENGE
OTHER EQUIPMEN		<u>L</u>		L				
DESCRIBE SERVIC	E CONTRACT OR EXTEND	ED WARRANTY						
. HUMBER OF N	ITS : AT LEASE SIGNING IONTINLY PAYMENTS DURIT DUE AT LEASE SIGNIN	ig or delivery will	\$BE PAID:		11. TAX REP hold Lessor ha with any penal	rmiess from, all license, ties, fines er interest th	Pennits. (a) You a gales, use, person breon imposed or	gree to pay, and to indemnify all property or other taxes tog levied with respect to the Vi eration, sale or other dispo
a. Het trade-i	n allowance	J	ş		thereof or upo	n the rentals or earnin	gs arising therei	rom, except any federal or
	d noncash credits be paid in cash		\$		contest any su	ch taxes se long as su	ch proceedings d	e and by appropriate procees to not involve any danger of
d. Other (desc			\$		forfeiture or los	s of the Vehicle or any in	terest in the Vehic	fe. (b) You shall provide all pe and use of the Vehicle, You
	ITS MAKE UP THE PAYMEN Cost Reduction	T DUE AT LEASE SIGN	NIG:		comply with all	laws, rules, regulation:	and ordinances	applicable to the installation, a with any law, rule, regul:
b. First Month	ly Payment in Advance		<u>;                                    </u>		ordinance, per	nit or license requires ci	nanges or addition	is to be made to the Vehicle,
<ul> <li>G. Retundable</li> <li>d. Title Fees</li> </ul>	Security Deposit		\$ \$			tions shall be made by t IGE. If a monthly paymer		sponso. I within ten (10) days after it is
e. Registration f. License Fee			\$		You will pay a b	ite charge of five per cer	nt (5%) of the part	of the payment that is late.
g. Rental/Use	Tax		\$			OR FIMES. Each time Le pay Lessor a charge of (		reposed on the Vehicle during mount of the fine.
<ol> <li>Lease Acqui</li> <li>Other (descr</li> </ol>			\$ \$		14. BISURANC	E. At Your own expens	e, You shall, duri	ng the Lease Term, maintai
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OTHER IMPORTAINT TERMS. See Your Lease documents for additional information on early lemination, and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

\*The total of the Base Monthly Payments includes depreciation charges and lease charges,

17. WARRANTY AMD EXCLUSION OF WARRANTY. The only warranty (other than a warranty of description of the Vehicle and a warranty against interference with Your interest under this Lease) covering the Vehicle is any standard manufacturer's express warranty. Lease agrees that You may receive, to the extent of Your interest under this Lease, the benefit of any manufacturer's express warranty that covere the Vehicle, You must abide by the restrictions and initiations of duration and emotion of any such warranty. You will also have an extended warranty or service contract if You arrange for one with this Lease.

YOU UNDERSTAND THAT LESSOR IS NOT OFFERING ANY EXPRESS OR IMPLIED WARRANTES WITH RESPECT TO THE VEHICLE IN PARTICULAR, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO WARRANTY THAT THE VEHICLE WILL BE FIT FOR A PARTICULAR PURPOSE.

- 18. RISK OF LOSS. You will have the risk of loss of the Vehicle only when You take possession of it (except as provided in Item 24 when a Vehicle is stolen, and not recovered, or destroyed of it (except as provided in Item 24 with and there is an insurance settlement).
- 19. MAINTEMANCE, REPAIRS, AND OPERATING EXPENSES. You agree to maintain and repair the Vehicle to keep it in good working order and condition. You agree to pay for or cover all maintenance repair and operating expenses. You also agree to service the Vehicle as the maintacturer recommends in the Owner's Manual and Maintenance Schedeles Rober that manufacturer recommends in the Owner's Manual and Maintenance Schedules kider that comes with the Vehicle and as the manufacturer requests in any recall campaign. If thu do not maintain or repair the Vehicle or pay all operating expenses as this Lease requires, Leasor may do so and add the cost to Your ebigation under this Lease. Leasor may require You to pay this cost upon demand. At Your own cost and expense You shall replace any and all parts and devices which may from time to time become worn out, lost, staten, destroyed, damaged beyond repair or readered unlit for use for any reason whatsoever. All such replacement parts, mechanisms and devices shall be fine and clear of all fisus, encurations and citylist of others, and shall become the property of Leasor and shall be covered by this Lease to the same actent as the Vehicle originally covered by this Lease. Leasor shall not be liable or responsible to Lassee for any loss, damage, fability or expense of any bind caused by or related to the Vehicle, or resulting from the use or operation of the Vehicle, or any loss, damage, fability or expense of any bind caused by or related to the Vehicle.
- or the remove.

  20. EXCESS WEAR. "Excess wear" includes: (a) glass that is damaged or that You have tinled;
  (b) damaged body, fenders, metal work, fights, trim or paint, (c) missing equipment that was in
  the Vehicle when defivered and has not been replaced with equipment of equal quality and
  design; (d) missing bods; (e) missing or missing or missing or the order that that 10 inch
  of tread remaining at the shallowed point; (e) form, damaged or stated sty, (h) any mechanical
  damage or other condition that causes the Vehicle to operate in a noisy, rough, improper, unsafe,
  or unlawful manner; and (i) any other damage, whether or not overed by lessance.
- 21. FINES, LIENS, AND ENCUMBRANCES. You agree to keep the Vehicle free of all fines, liens, and encombrances. If You do not promptly pay any fines or remove any literar or encombrances, Lessor may do so. You will owe Lessor any amounts Lessor pays to do so. You will also owe Lessor \$20 for each time Lessor pays a fine imposed on the Vehicle during this Lesso.
- 22. SCHEDULEO TERMINATION. This Lease is scheduled to end one month after the last payment is due, unless you and Lessor agree to extend this Lease. If you and Lessor extend this Lease, it is exheduled end will be the date upon which you and Lessor agree in writing.
- 23. NONAPPROPRIATION. You are obligated only to pay such Lease Payments under each Lease as may burkley be made from hards budgeted and appropriated for that purpose. Should You fail to budget, appropriate or otherwise make available funds to py Lease Payments under any Lease available for the purpose of Losse values by Original erm, such Lasse or Leases shall be deemed terminated. We agree to deliver nucleo it lesses of such translation at least 15 days prior to the end of the last budgeted month. Failure to give such notice shall not extend the term beyond any month which payment has not been received by the Lessor. If any Lesse is terminated in accordance with this Section, Lessee agrees to paceasely deliver the Vehicle to Lesser at the beating(s) to be specified by Lessor. Additionally, You agree to pay all charges required by Item 24 of this Lesse.
- 24. VOLUNTARY EARLY TERMINATION AND RETURN OF THE VEHICLE, You may terminate this 2.4. YOUND WHITE EPOCK "TEXTURBULING THE CHANN OF THE YERROLLE. You may terminate to Lease early, if how en not in default, by returning the White the Lesson and paying the follows (e) an early termination fee of \$200, plus (f)) the difference, if any, between the Unpaid Adjus Capitalized Cost and the Vehicle's Fair Markot Whotesale Yakus, plus (c) all other amounts it due under this Lease. You will never pay more than the sam of the remaining unpaid les payments, plus any excess vasar charges, and all other amounts then due under this Lease.

HOVEVER, if the Vehicle is staten (and not recovered) or destroyed and Lessor receives an insurance estillment, You will owe Lessor the amount of the insurance deductible instead of the amount disclosed above.

Definition Of Excess Wear Charge: The cost of any repairs needed because of excess wear as

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Peart Charger earned in that month on an actuarial basis. Rent Charges are samed when due. Lessor will provide tou with a written explanation of the actuariat method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lesson or (b) the value which could be realized at the wholesale sale of the Vehicle, as observined by professional approach to both could be realized at the wholesale sale of the Vehicle, as observined by a professional appreasal obtained by You at Your expense within 10 days from termination from an independent thin party appreasals to lessor, or (c) if not established by agreement or appraisal, the net amount received by Lessor HOL upon the sale of the Vehicle at wholesale.

#### 25 DEFAULT

- a. You will be in default if any of the following occurs:

- You was be it ossum, it amy or are resuming vocase.

  It you do not make a payment when due.

  It you do not keep in force the issuance coverage the Lease requires.

  It you do not keep in force the issuance coverage the Lease requires.

  It you do not repair or maintain the Vehicle as the Lease requires.

  It you violate the section of this Lease (ten) 38) prohibiting the transfer of Your interest.

  It you was any of Your other agreements in this Lease and such breach significantly impairs the prospect of payment, performance, or realization of Lessor's interest in the Vehicle.
- do any other act that is in default under a lease contract under annifoshie is

- If You are in default, Lessor may terminate this Lease. The amount You owe upon termination will be determined under item 24.
- If You are in default, Lessor will have the remedies in this Lease. Lessor will also have If the are in default, Lessor will have the remodes in this Lesse, Lessor will also have any other remedies applicable taw gives Lessor except as Lessor otherwise agrees in this Lessor. Lessor's rights include the right to sue tou for damages and to recover the Vehicle and the right to take the Vehicle from You without demand, Lessor vall exercise is rights and remodes without breach of the paces, are resonable times and places, in a reasonable manner, and in accordance with applicable law. If You are in pances, an executation makes along the construction of page course state. It to all and default and if the law permits, two agree that Lesson or its agents may enter Your property, or the property where the Vehicle is stored, to take the Vehicle if they do not breach the peace or break the law. If any personal property is in the Vehicle when taken, Lessor can take the property and store it for You. Any property attached to the Vehicle will stay with the Vehicle. You agree to pay the reasonable expenses of taking and storing the Vehicle. You also agree to pay Lesson's reasonable attorney fees to the atted by law.
- RETURN OF VEHICLE. You agree to return the Vehicle at Lease end to the Dealer any reasonable address Lessor gives You. The Vehicle must be in good condition. 28
- 27. OPTION TO PURCHASE. There is no option to purchase.
- ODGMETER DISCLOSUME REQUIREMENT. Federal law requires You to disclose the do's mileage to Lessor at the end of the Lease in connection with a transfer of ownership a Vehicle. You may be fined and/or imprisoned if You fall to complete the disclosure or if You
- 29. If You have paid all required fees and taxes and have kept all of Your agreements in this Lease, You will owe Lessor only the cost of any repairs needed because of excess wear, to put the Vehicle in good condition. (Lessor is not obligated to make any repairs).
- 30. REPRESENTATIONS AND COVERANTS OF LESSEE. You represent, covenant and warrant for the benefit of Lessor on the date hereof end as of the Commencement Date of each Lesse as follows: (20) use a public body corporate and politic day organized and entition under the constitution and laws of the State where You are located with full power and authority under the constitution and laws of the State to enter into this Lesse and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lesse; (b) Not have duly authorized the execution and delivery of this Lesse by proper action of Your governing body at an entering dayl called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Lesse; (c) You will do or cause to be done at things necessary to preserve and knoep in full focat and effect Your autistence as a body comporate and policic; (d) You have complied with such public bidding requirements as may be applicable to this Lesse and the acquisition by You of the Vehicle as provided in each Lesse; (a) You will use the Vehicle as graded and policy of the purposes of performing essential during the Lesse Term solely and exclusively for the purposes of performing essential 30. REPRESENTATIONS AND COVEHANTS OF LESSEE, You represent, cov and the acquisition by their of the Vehicle as provided in each Lease; (a) You will use the Vehicle during the Lease Term solely and exclusively for the purposes of performing essential governmental or proprietary functions; (f) You will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to Your ability to combine each Lease arm be requested by Lessor, and (g) You have an immediate need for the Vehicle listed on this Lease and expect to or, and (g) You have an immedia o immediate use of the Vehicle.
- 31. CONFAINT TO SEEK APPROPPHATIONS, You agree that Your budget officer or other primary business official will do all things tavitally within such officer's or official's power (a) to include amounts to make lease payments under this Lease in each annual or beenfall budget (as appropriate) to be submitted to Your governing body and (b) to use best efforts to obtain and maintain funds from which such lease payments under this Lease may be made during each fiscal period for which amounts have been duly appropriated to make such payments.
- CONDITIONS TO LESSOR'S PERFORMANCE. This Lease is not a commitment by Lessor to 32. CORDITIONS TO LESSORTS PERFORMANCE. This Lease is not a commitment by Lessor in enter inkin any Lease and currently in existence, and nothing in this Lease shall be construed to impose any obligation upon Lessor fo enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's recieve of any proposed Lease, but understand that Lessor requires certain documentation and information necessary to enter into any Lease and thus agree to provide Lessor with any documentation or information tessor may include, without limitation, documentation concerning the Vehicle and its contemplated use and location and documentation or information concerning the Vehicle and its contemplated use and location and documentation or information concerning the financial status of Lessee and other mattern related to Lessoe. related to I acces
- 33. SECURITY DEPOSIT. A refundable security deposit is part of the payment four make when You sign this Lessa. Lessor will deduct from security deposits any amounts four own under Lessa and do not pay. After the end of the Lessa, Lessor will refund to You any part of the security deposit.
- 34. PAYMERTS FOR VEHICLE DAMAGE. If the Vehicle is damaged, stoden, or destroyed and funds become available from insurance, a payment of a judgment, a settlement, or the kina, the funds will be treated as insurance proceeds to which Harley-Davidson Leasing its entitled under
- 35. INSPECTION. You agree to allow Lessor to inspect the Vehicle at any reasonable time and place. If Lassor asks to inspect the Vehicle, You will tall Lassor the location of the Vehicle,
- 38. PROMBITION OF THE TRANSFER OF LESSON'S INTEREST, YOU WILL NOT SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN OR OTHERMISE TRANSFER YOUR INTEREST LADER THIS LEASE SIA NAW THAT AFFECTS YOUR POSSESSION OR USE OF THE YHRICLE OR ANY OTHER RIGHT IN THE YERROL TO YOU WILL NOT THEMPT TO TRANSFER ANY OTHER RIGHT OF BUTTEREST LINDER THIS LEASE OR IN THE YERROLE LESSON, UPON REQUEST, MAY GIVE PRIOR WRITTEN CONSENT TO A TRANSFER.
- 37. INDEMINITY. You will protect Lessor and anyone to whom Lessor assigns this Lease, from all losses, damages, injuries, claims, demands, and expenses arising out of the condition maintenance, use, or operation of the Vehicle. You agree to indemnify and hold harmless Less and its assigns from all such losses, damages, injuries, claims, demands, and expenses.
- 38. DELIVERY RECEIPT. By signing this Lease, You agree that (1) You received and examined the Vehicle described in this Lease, (2) the Vehicle is as described in this Lease; and (3) the Vehicle is in good working order and condition.

THIS IS THE EXTIRE AGREEMENT: This Lease and Exhibits A, B, and C contain Leasor except those written in this Lease and Exhibits A, B, and C. No course Lease. No change to this Lease will be valid unless in writing and signed by t	the entire agreement between You and Lessor. There are no other agreements between You and of performance will be used to determine the meaning of this Lease or to show a change to this fou and Lessor.
MOTICE TO LESSEE: 1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT.	2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.
YOU SIGNED THIS LEASE AND RECEIVED A COPY AT	ON
LESSEE:	
ACCEPTED BY LESSOR HARLEY-DAVIDSON LEASING, INC.	
ВҮ:	
PRINT MAME:	· · · · · · · · · · · · · · · · · · ·



DEALDATE 2/	19/2016
DEAL NUMBER	
CUSTOMER #	

#### Fort Lauderdale Cycles, LLC ("Dealer") 201 International Parkway, Sunrise, FL 33325

RETAIL PURCHASE C	ONTRA	CT ("Con	tract")	201 Inter	rnational Park	way	, Sunrise, FL	33325		954-414-413	5 Phone	e • 954-	414-4230 Fa
CUSTOMER			`	DOB		CO-C	USTOMER		_			DOS	
CITY OF GOLDEN	BEACH					ADDR	UESS						
CITY		STAT	TE.	ZIP		CITY				STATE		ZIP	
											<del></del>		
		D/LNUMBER								D/L NUMBER			
HOME PHONE	WORK PH	ONE		COUNTY		ном	TE PHONE WORK PHONE CO				DUNTY	-	
		T	Lucan	D77.50							<del></del>		
STOCK NO. 65 645 9PD	YEAR 2016	NEW XX	USED	DEMO			Mi	LAGE		COLOR BLACK		lesperson Intoni	_
VIN	2010	MAKI	3	.1	MODEL							LESPERSON	
1HD1FMM13GB6564			LEY DAU		FLHTP							Intoni	o Ane
Dealer hereby expressly disc			DISCLOSUR		including any imi	olied	BASE PRICE	*	PURC	HASE INFORM	ATION	51	6,894.00
warranties of merchantabil	ity er fitn	ess for a p	articular p	urpose, and	neither assumes	nor	FREIGHT					<b>—</b>	\$435.00
authorizes any other person the only warranties apply							ACCESSORIES	Pre-I	natalle	d Accessor	104	<del></del>	\$0.00
Manufacturer's warranty is											-	1	
acknowledges that Dealer h		ailable "Ws	rranty Pre-	Sale Inform	ation" pursuant to	the							
Magnuson-Moss Warranty							DEALER DOCI		TION FEE				\$399.00
This used Vehicle has been p			DISCLOSUE		ade any represents	ation	ELECTRONIC I		DI Werns	TOPE			\$375.00
regarding the Vehicle's histor	y. You ack	nowledge th	at no repres	entation has	been made by Us	and/	PRE-DELIVERY		BL1/SERV	ICES		51	8,103.00
or Our representatives: (i) a system or suitability of the V							LESS TRADE-I		WANCE				\$0.00
Contract, nor do We have the	obligation	to make any	y such disclo	sure. You u	nderstand that You	may	CUSTOMER SH						\$0.00
retain a third-party to provi	de informat	ion regardi:	ag this Vehic	cie's history	and that We encou	rage	AMOUNT TAX	ABLE				\$1	8,103.00
You to do so. You may also own choosing. You further	make arran acknowledg	gements to e that You	nave the ve have test dri	nicie inspecti iven this Vel	ed by a person of hicle and it meets	your Your	STATE SALES T	'AX					\$0.00
satisfaction or You have been	offered an o	pportunity	to do so, and	l have decline	ed. Except as other	rwise	COUNTY TAX						\$0.00
set forth on the window form without any warranty and W							TAG/LICENSE	FFFS					\$0.00
including any implied warra	nty of merc	hantability	or fitness fo	r a particula	r purpose, and ne	ither	EXTENDED SE		ONTRACT			<del>                                     </del>	1,167.00
assume nor authorizes any o of the Vehicle. The informat							MAINTENANC						\$0.00
on the window form override							TIRE & WHEEL	CONTR	ACT				\$0.00
GUÍA PARA COMPRADORES D							GAP WAIVER						\$0.00
DE LA VENTANILLA PARA EST. DEL FORMULARIO DE LA VENT	E VEHICULO [ANILLA DEI	A SIN EFECT	O TODA DISP	OSICIÓN EN C	CONTRARIO CONTE	NIDA	DEBT CANCEL		E CONTRA	OTO.			\$0.00 \$0.00
EN EL CONTRATO DE VENTA.							COUNTY TAX					-	\$0.00
This Vehicle was previously a manufacturer buy-back, rebuilt, gli	dar kitlian	or flood subii		er short term re	ntal, taxicab, police ve	hicle,	Appeara					-	\$0.00
												1 !	6,000.00
THIS VEHICLE WAS DELIVERED Customer:	) IO A PREV		o-Customer:				PAYOFF TRAD		<u> </u>				
		TRADE-					PAYOFF TRADI	<del>`</del>	")			- e:	25,270.00
Trade-In Allowance	\$						CASH BALANG	E DOR				+ 3'	\$0.00
Year Make		λ	fodel		Color		SHOW DOWN					<del> </del>	\$0.00
1tui Marv							UNPAID BALA	NCE				Ş	25,270.00
VIN				Mileage						the Dealer for item	such as in	specting, cle	ening and adjustin
1 <sup>st</sup> Lien to:		An	nount		Good Thru		vehicles and prepared	-					
2 <sup>nd</sup> Lien to:		An	ount		Good Thru		included in the ba		rei ille and L	ead-acid Battery Fe	E(S) OI 31.3	o per batter	y, it applicable, are
Authorized by:		TRADE	DAI #9							LIEN HOLDER			
Trade-In Allowance	\$	TRADE-	117 #Z		<u> </u>					IGS BANK			
			r - d - 1		0.1		Address: FO			CT.	r:	7:	95827-7
Year Make			(odel		Color		City: SACR			ST:	CY	Zip:	3006 (** )
VIN				Mileage	<del></del>		1			RANCE VERIFIC	ATION		
1" Lien to:	***	An	ount		Good Thru		Company:		211001		********		
2 <sup>nd</sup> Lien to:		An	nount		Good Thru		Agent:					_	
Authorized by:							Phone:						

#### FINANCING NEGOTIATION/APPROVAL

FINANCING NEGOTIATION/APPROVAL

You may secure financing through Us or a financing entity of Your choosing and You may be able to obtain more favorable financing from third parties. The retail installment sales contract ("RISC") to be entered between Us and You, unless otherwise indicated in writing by Us, shall be immediately assigned by Us to a financial institution on terms acceptable to Us (a face value or greater) which shall then be the creditor to whom You shall be obligated under the RISC. You also understand that: (i) the annual percentage rate (APR) for the installment sale of a motor vehicle may be negotiated, and (ii) We may receive some portion of the finance charge or receive other compensation for providing the financing and selling other products and services. We may terminate this Contract if We cannot obtain credit approval for You or if We are unable to sell the RISC to a financial institution on terms acceptable to Us (these acts shall be collectively referred to as "Financing Approvals"). Our right of termination cannot be waived unless in writing. Financing Approvals are not typically obtained at the time of the Vehicle's delivery and are beyond Our control. Should you take delivery of the Vehicle prior to Our obtaining the Financing Approvals, all very of the Vehicle to You ask, delivery of the Vehicle or You only and You do not have, nor will acquire, any rights or interests in the Vehicle by such delivery except Our permission to use it, which permission can be revoked, requiring the Vehicle's immediate return to Us in the same condition as it existed when delivered to You. Additionally, the obtaining of Financing Approvals is a condition is not met. If the RISC contains a "Seller's Right to Cancel" provision or other provision that substantially addresses the substance of the Financing Approvals. and that provision is duly completed and

VIN		MAKE	MODEL	c.		SALESPERSON 2	
_LHD1FMM13		HARLEY DAVIDSON	FLHTE	· · · · · · · · · · · · · · · · · · ·	l	Antonio A	ne
Dealer bancher and		VEHICLE DISCLOSURE	tad taaladkaa aan kaalkad		PURCHASE INFORM		ena no
		arranties, either express or impli less for a particular purpose, :		BASE PRICE			394.00 135.00
		or it any liability in connection w		FREIGHT	Installed Accessor	73	\$0.00
		Vehicle are those offered by		ACCESSORIES FEE	THREATTER WAGERSOF.		20.00
		by Dealer disclaimer of warrant					
Magnuson-Moss		allable "Warranty Pre-Sale Info	rmation" pursuant to the				399.00
	······································			DEALER DOCUMENT		3,	\$0.00
This used Vahicle		VEHICLE DISCLOSURE Iriven by others and We have no	t mada any vanyasantatian	ELECTRONIC FILING			375.00
		knowledge that no representation		PRE-DELIVERY ASSE		,	103.00
or Our represent	atives: (i) regarding t	he history, condition, prior reps	ilr or maintenance, safety	TOTAL RETAIL PRICE		<b>7.5</b> \$18,.	
		that it has or has not ever sustai		LESS TRADE-IN ALL	· · · · · · · · · · · · · · · · · · ·		\$0.00
		to make any such disclosure. You tion regarding this Vehicle's histo		CUSTOMER SHIPPING	<b>3</b>	- t18.	103.00
		ngements to have the Vehicle insp		AMOUNT TAXABLE			\$0.00
own choosing. You	ou further acknowledg	e that You have test driven this	Vehicle and it meets Your	STATE SALES TAX			\$0.00
		opportunity to do so, and have dec		COUNTY TAX			\$0.00
		uide), this Vehicle is sold "AS-IS" s pressly DISCLAIM all warrantles.					\$0.00
		hantability or fitness for a partic		TAG/LICENSE FEES	GOVERN + OF	<u> </u>	167.00
assume nor autho	rizes any other person	to assume for US any liability i	n connection with the sale	EXTENDED SERVICE		31,	\$0.00
		on the window form is part of t		MAINTENANCE CON		<del></del>	
		rary provisions in the Contract of		TIRE & WHEEL CONT	KAUI		\$0.00
		OS USADOSE. LA INFORMACIÓN Q O FORMA PARTE DEL PRESENTE COI		GAP WAIVER			\$0.00
		JA SIN EFECTO TODA DISPOSICIÓN I		DEBT CANCELLATIO			\$0.00
EN EL CONTRATO				STATE TAX FOR SERV			\$0.00
This Vehicle was prev	viously a	(enter short terr	m rental, taxicab, police vehicle,	COUNTY TAX FOR SE			\$0.00
manufacturer buy-bac	ck, rebuilt, glider kit, replica	or flood vehicle.	· · · · ·	Appearance			00.00
THIS VEHICLE WAS	DELIVERED TO A PREV	VIOUS PURCHASER.		Emergency Equi		30,	00.00
Customer:		Co-Customer:		PAYOFF TRADE #1 (E	- · <b>/</b>		
		TRADE-IN #1		PAYOFF TRADE #2 (E	,	625	270.00
Trade-In Allowance	e S			CASH BALANCE DU	<u> </u>	3207	\$0.00
				CASH DOWN			\$0.00
Year	Make	Model	Color			625	270.00
				UNPAID BALANCE		1	
VIN		Mile	age		sts and profit to the Dealer for item	is such as inspecting, cleaning	and adjusting
1" Lien to:	<del></del>	Amount	Good Thru	vehicles and preparing doc		() 60160 1	
2 <sup>nd</sup> Lien to:		Amount	Good Thru	included in the base price.	per tire and Lead-acid Battery Fe	e(s) of \$1.50 per battery, if a	ppiicable, are
Authorized by:					T VDN HOT DED		
	10 mg - 10 mg	TRADE-IN #2		Name: FACT.FMA1	LIEN HOLDER RK SAVINGS BANK	•	
Trade-In Allowance	e \$			Address: FO BOX			
Year	Make	Model	Color	City: SACRAMEN		CA Zip: 95	5827-79
	IVIANO.		00101	Phone: 856-499			
VIN		Mile	Ape		INSURANCE VERIFIC	ATION	
1" Lien to:		Amount	Good Thru	Company:	INSURANCE VERIFIC	ALLUIT	
2 <sup>rd</sup> Lien to:		Amount	Good Thru	Agent:			
	,	**************************************	2000 11114	Phone:			
Us and You, unless of be obligated under to charge or receive of the charge of the RISC to Financing Approval You understand and in the Vehicle by st You. Additionally, not met. If the RI's executed, then the	wherwise indicated in writt the RISC. You also und wher compensation for po- tal financial institution of is are not typically obtain d acknowledge that pen- uch delivery except Our the obtaining of Financ SC contains a "Seller's condition subsequent de	ncing entity of Your choosing and You ing by Us, shall be immediately assignerstand that: (i) the annual percentage roviding the financing and selling on terms acceptable to Us (these actined at the time of the Vehicle's deliding Financing Approvals, delivery permission to use it, which permiting Approvals is a condition subsectified in this section shall not apply the contains such a provision, but it contains such a provision, but	ed by Us to a financial institution a rate (APR) for the installmenter products and services. Vits shall be collectively referrivery and are beyond Our confined the Vehicle to You serve assion can be revoked, requirupent to the enforcement and reprovision that substantially ply. If the RISC does not or	ON/APPROVAL  orable financing from third; on on terms acceptable to Us  nt sale of a motor vehicle; orable financing Appro- ontrol. Should you take do  sa a convenience to You  ring the Vehicle's immedia  validity of the RISC, whi  addresses the substance ontain a "Seller's Right to	(at face value or greater) which sharp be negotiated, and (ii) We natract if We cannot obtain creditivels"). Our right of terminatic lilvery of the Vehicle prior to O conly and You do not have, no te return to Us in the same conch, at Our option, shall be deep of the Financing Approvals, and Cancel" provision or other pre	hall then be the creditor to wh may receive some portion or t approval for You or if Wo on cannot be waived unless bur obtaining the Financing or will acquire, any rights andition as it existed when med null and void if such d that provision is duly co- ovision that substantially a	om You sha f the finance are unable in writing g Approval or interest delivered condition mpleted and ddresses the
apply, govern and		u provincia, dut 1	sor any completed of the	or in designated it		m. section in mis o	
Customer			Co-C	Customer			
			TRADE-IN ACKNOWI		,	-1.778- T	
			TANDE-IN VCDNOMI	TEL CHILETI I 2			

Unless specifically identified by You in writing and signed by You and Us, You represent and warrant the following regarding the Trade-In: (i) it was not involved in an accident; (ii) has not incurred any body or major engine repair(s); and (iii) it was not previously a police vehicle, a taxicab, a short-term lease (for less than 12 months), also referred to as a rental vehicle, a flood damaged, frame damaged, salvaged or a rebuilt vehicle. Subject to the terms and conditions of this Contract, You authorize Us to immediately sell the Trade-In whether or not Financing Approvals have been obtained. You agree that in the event any inquiry reveals any undisclosed lien on the Trade-In, and/or the actual pay-off for the disclosed lien on the Trade-In exceeds Your statement of pay-off, You will cause such previously unknown Lien(s) and/or the understated amount of the disclosed lien(s) to be satisfied within 72 hours of Our written notice to You. If the vehicle(s) listed is a Lease Walk Away, You understand that Our agreement to take possession of it is for convenience only and We assume no responsibility for its condition or any other obligation of Your's with respect to that lease, such as remaining payments, excess miles or damage to vehicle, unless otherwise indicated in writing and signed by Us.

#### IMPORTANT NOTICE

Section 501.98, Florida Statutes requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where subject transaction occurred, or to an address at which dealer regularly conducts business.

DO NOT SIGN BELOW UNTIL YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS CONTAINED ON ALL PAGES THIS CONTRACT. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT EXCEPT AS OTHERWISE ACKNOWLEDGED IN WRITING, THIS REPRESENTS THE ENTIRE CONTRACT AND THAT YOU HAVE NOT RELIED ON ANY ORAL REPRESENTATION, PROMISE OR AGREEMENT NOT CONTAINED WITHIN THIS WRITTEN CONTRACT. THIS CONTRACT IS NOT BINDING UNTIL EXECUTED BY OUR MANAGER. YOU REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED TO US IN CONNECTION WITH THIS TRANSACTION IS COMPLETE AND ACCURATE. YOU HAVE READ, UNDERSTAND AND ACCEPT ALL PROVISIONS OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE AND THE 501.98 FLORIDA STATUTES PROVISIONS SET FORTH ABOVE.

·		`	2/19/2016
Customer Signature Rev. 05/14	Co-Customer Signature	Manager Signature	Date

# Chester's Ft. Lauderdale Harley-Davidson

201 International Parkway Sunrise, FL 33325 954-414-4135

# **Sales Deal Summary**

Deal Number:

3/10/2016 Date:

Delivery Date:

2/19/2016

Finalized Date:

First Payment Due: 4/4/2016

Customer:

CITY OF GOLDEN BEACH

**Major Units** 

Stock # 656459PD Year

Make

Model

Model Name POLICE STA

\$0.00

\$0.00

\$0.00

VIN

1HD1FMM13GB656459

**Major Units** 

HARLEY DAVIDSOFLHTP 2016

Unit Price

Freight

Handling

\$435.00 \$375.00

\$0.00

\$0.00

\$0.00

\$0.00

\$16,894.00

**Total Unit** \$17,704.00

Installation

Total Parts and Install

Parts and Accessories

Prepaid Maintenance Title Fee Prepaid Accessories

Shipping OutofState Sales Tax Sales Promos

**Total Dealer Defined** 

Fees & Insurance

Vehicle Tax \$0.00 Sales Tax \$0.00 Doc Fees \$399.00

License Fees **Total Fees** 

Service Contract Prop / Liab Insurance Credit Life Accident / Health

\$0.00 \$6,000.00 \$0.00 \$0.00

\$0.00 \$6,000.00 **Debt Protection** Gap Insurance

\$399.00 \$1,167.00 \$0.00 \$0.00 \$0.00 **Total Insurance Taxes** \$0.00 **Total Insurance** \$1,167.00 Appearance Pkg \$0.00 FL Doc Stamp \$0.00 Tire & Wheel \$0.00 Credit Life \$0.00 \$0.00 **Down Payment** 

Total Previous Payments \$0.00 Additional Pmt Today \$0.00 Deferred Payment \$0.00

\$0.00 Manuf to Cust Rebate \$0.00

Total Down Payment \$0.00 Trade Allow ance \$0.00

Less Trade Payoff

Trade Equity \$0.00

\$0.00

Financing

Total Price

Less Down Amount Financed Finance Charge

Total of Payments

\$0.00 \$25,270.00 \$0.00 \$25,270.00

\$25,270.00

**Total Dealer Defined** 

Term APR Add-on Extra

Monthly Payment

\$25,270.00

0.000%

0.0%

0.0%