

New Smyrna Beach Golf Cart Rentals, LLC

Golf Cart Rental Agreement GOLF CART RENTAL AGREEMENT TERMS AND CONDITIONS NOTICE:

Rental and Leasing Driver's Insurance to Be Primary. The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by sections 324.021 (7) and 627.736, Florida Statutes.

You are hereby notified that by signing this Agreement, You agree that Your own liability, personal injury protection, and comp/collision will provide primary insurance coverage up to its full policy limits. Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage or loss to the property or equipment) are evidence of abandonment or refusal to return or deliver the property, punishable in accordance with SS 812.155, Florida Statutes.

1. Definitions. a. "Agreement" means all terms and conditions found in this Golf Cart Rental Agreement Terms and Conditions. b. "You" or "Your" means the person identified as the renter, any person signing this Agreement, any Authorized Driver, and any person or organization to whom charges are bill by us at its or the renter's direction. All persons referred to as "You" or "Your" are jointly and severally bound by this Agreement. c. "Authorized Driver" means the renter and any additional driver listed and identified as an "Authorized Driver" in this Agreement, provided that each such person has a driver's license, is at least 21 years of age, and is insured under a policy of insurance which would provide coverage of injuries and medical bills suffered by the Authorized Driver or by the person or property of another should an accident occur during the operation or use of the Vehicle. d. "We", "Our", or "Us" means the independent Golf Cart dealer named in this Agreement. e. "Vehicle" means the Golf Cart leased to You pursuant to this Agreement, and all its tires, tools, accessories, equipment, keys and vehicle documents.

2. Rental; Responsibility for Vehicle Damage or Loss. This is a contract for the rental of the Vehicle. You are responsible for any damage to or loss of the Vehicle. You agree to notify Us for any issues or repairs regarding the Vehicle as soon as the issue is or should be known to You. You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them. If, in our judgment, the Vehicle is lost, destroyed or damaged beyond repair, You agree to pay to Us the full replacement value of the Vehicle. All repairs to the Vehicle necessitated by Your abuse of the Vehicle will be performed and billed at the then- current market labor rates and the costs of such repairs, including all parts and labor, shall be paid by You. You may be subject to a "loss of use" charge if we are not able to rent the vehicle as a result of an accident or damage created during your use. We reserve the right to charge a \$200 finder's fee in the event the Vehicle is lost or stolen but subsequently located by Us and returned to You. We may repossess the Vehicle at Your expense without notice to You if the Vehicle is abandoned or used in violation of law or this Agreement.

You agree to indemnify Us, defend Us, and hold Us harmless from all claims, liability, costs, and attorneys' fees We incur resulting from or arising out of this rental and Your use of the Vehicle. In the event the Vehicle should become inoperable through no fault of Yours, We will take reasonable steps to repair or replace the Vehicle. In the event that a replacement Vehicle is not

available, We may reimburse You for the unused rental time. We are not liable to You for any loss, delay or damage of any kind to Your person or property resulting from defects or inefficiencies of the Vehicle or in the event of accidental breakage.

- The vehicle should be refueled prior to return. A refuel charge is an option and if chosen please let our company know you want to choose to have us refuel @ a set rate of \$10.00/golf cart.
- Lost key will incur a \$75.00 charge if not returned to the lockbox.
- Broken Windshield will incur a \$275.00 charge to the card on file.
- Damaged tires will incur a \$250.00 charge to the card on file.
- If you receive a citation and do not satisfy the fine we will be notified by the State of FL. We will obtain a copy of the ticket and if it matches your rental we will notify you, pay the fine, and charge the card on file.

Initial here: _____

Initial Acknowledges Above

3. Insurance. You are responsible for all damage or loss you cause to others. You agree to provide liability, collision and comprehensive insurance covering You, Us, and the Vehicle. Your insurance is primary to any insurance that We may provide. If we are required by law to provide liability insurance, we will provide a liability insurance policy (the "Policy") that is excess to any other available and collectible insurance whether primary, excess or contingent. The Policy will provide liability coverage with limits no higher than the minimum financial amounts required by the law of the state whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

4. Indemnity. You assume and accept all risk of loss or injury to Yourself, Your personal property and any other person or thing that suffers injury or damage as a result of Your use of the Vehicle. You agree to indemnify and hold harmless New Smyrna Beach Golf Cart Rentals, LLC, and its members, officers, agents, employees, and any other persons or entities acting on its behalf, and the their successors and assigns, against any and all losses, damages, expenses, penalties, claims, demands and causes of action of any kind whatsoever, whether presently known or unknown, by any person who suffers injury, disability, death, or other harm, whether to person or to property or both, as a result of Your operation and/or use of the Vehicle or that occurs while the Vehicle is in Your possession or control.

5. Release. You hereby waive and release New Smyrna Beach Golf Cart Rentals, LLC from all consequential, special or punitive damages in connection this rental or the reservation of a Vehicle, including but not limited to claims of injury or damage to Your person or property arising from or relating to Your operation and/or use of the Vehicle or that occurs while the Vehicle is in Your possession or control, or any other liability.

6. Warranties. You understand and agree that We are neither the manufacturer of the Vehicle, nor the agent of the manufacturer, and that no warranty is given against evident or hidden defects in material, workmanship, or capacity. We make no warranties, express, implied, or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle

is fit for a particular purpose. You have inspected and accept the Vehicle in its current state. You warrant and agree that You are familiar with the traffic rules, laws and regulations of the municipality wherein the Vehicle is to be operated and that You are familiar with and instructed on the safe and proper operation of the Vehicle.

7. Operation of the Vehicle. This golf cart may be equipped with a GPS device. You understand and agree that using a golf cart is a hazardous activity that carries a risk of serious bodily injury or death as a result of accidents, equipment failures, or other causes. You understand and agree that you will always exercise caution and the highest standard of care and diligence while operating the rented vehicle. You agree that: a. You will remain only on roads with a posted speed limit of 35 mph or less; b. You will obey all traffic laws, c. You will wear a seatbelt, d. No one other than an Authorized Driver shall operate the Vehicle; e. You or any other authorized driver will not drive the vehicle on US HWY, any public or private beaches, or any bike lanes or sidewalks not meant for motorized vehicles, f. You will refrain from engaging in Prohibited Uses, as set forth below. If you are pulled over for driving on HWY your cart will be picked up and no refund given.

8. Prohibited Uses. The following uses of the Vehicle are prohibited, and each constitute a breach of this Agreement. The vehicle shall not be used or operated by anyone other than YOU or another authorized driver noted in the agreement. You will not operate the Vehicle: (a) while under the influence of any drug or alcohol; (b) if you obtained the Vehicle by giving false, fraudulent or misleading information; (c) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (d) in any race, speed test or contest; (e) to carry dangerous or hazardous items or illegal material; (f) on unpaved surfaces; (g) on sidewalks; (h) when the Vehicle's fluid levels are low or it is otherwise reasonable to expect You to know that further operation would damage the Vehicle; (i) if the Vehicle becomes unsafe or is in a state of disrepair, and in such case You agree to immediately discontinue use of the Vehicle and notify Us; (j) after an accident involving the Vehicle unless and until you summon the police to the accident scene; (k) without wearing a seatbelt; or (l) in any manner that is careless, reckless, dangerous or in a manner likely to cause injury or damage to You or any other persons or property. In the event that You should engage in a Prohibited Use as described in this paragraph, You will forfeit any deposit made on the rented vehicle and will assume any fines, penalties, repair costs, or any other losses resulting therefrom. You waive all recourse against Us for any criminal reports or prosecutions that we take against You that arise out of Your breach of this Agreement.

9. Condition and Return of Vehicle. Immediately upon completion of the rental period, You must make the vehicle available for pickup to Us in the same condition in which you received it, except for ordinary wear. You remain responsible for the loss of, and any damage to, the Vehicle until we inspect it upon pickup. If the Vehicle is not made available for pickup at the agreed upon time and place, or if the vehicle is abandoned, You will bear all expenses incurred by Us in locating and recovering the Vehicle and You waive all recourse against Us or other authority responsible for Your arrest or prosecution relating to the Vehicle even should You consider such arrest or prosecution to be false, malicious, or unjust.

10. Fees and Charges. You will pay us, on demand, all charges due under this Agreement, including: (a) time and mileage for the period during which you keep the Vehicle beyond the agreed upon term, or a mileage charged based upon our experience if the odometer is tampered with or disconnected; (b) optional products and services you purchased; (c) applicable

taxes; (d) all parking, traffic and toll files, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Vehicle assessed against Us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of \$50 for each such charge; (e) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (f) all costs, including pre- and post- judgment attorney fees, we incur in collecting payment from You or otherwise enforcing our rights under this Agreement; (g) a 2% per month late fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due.

11. Deposit or Credit Card Information. We may require security in the event of damage or loss to the Vehicle. You may opt to leave your credit card on file with us through the term of this Agreement and Your return of the Vehicle in the same condition in which You received it, at which time Your credit card information will be destroyed. By signing below, you acknowledge that you have read the Terms and Conditions of this Agreement. Your signature authorizes Us to use Your credit/debit card to pay any amounts owed to us under this Agreement, including but not limited to all rental charges, property damage, or other charges or fees arising out of this Agreement.

12. Your Property. You release Us, Our agents, and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

13. Modification. No term of this Agreement can be waived or modified except by a writing that We have signed. If you wish to extend the rental period, you must obtain Our written permission to extend the term of this Guest Agreement at least 24 hours prior to the agreed-upon time for returning the Vehicle.

14. Miscellaneous. a. Waiver. A waiver by Us of any breach of this Agreement is not a waiver of any additional breach of waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal, or neglect to exercise any of our

rights under this Agreement does not constitute a waiver of any other provision of this Agreement. b. Title. You acknowledge that the Vehicle is the rightful property of New Smyrna Beach Golf Cart Rentals, LLC. c. Relationship. You agree that You are not, and that by entering into this Agreement You do not become, an agent, servant, or employee of New Smyrna Beach Golf Cart Rentals, LLC. d. Severability. Should any paragraph or provision of this Agreement violate the law or be rendered unenforceable, the offending portion shall be stricken and severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect. e. Jurisdiction. Any claim or controversy under this Agreement shall be interpreted according to the laws of the State of Florida and the local laws of Volusia County. The parties agree that any suit or arbitration initiated in connection with this Agreement shall be brought in and that New Smyrna Beach, Florida, shall be brought in Volusia County, Florida.

15. In exchange for the privilege to rent this golf cart, you accept responsibility for your own negligence. You must operate this vehicle in a safe manner and adhere to all rules set forth in the remainder of this contract.

- You are liable for all medical and legal claims that may arise from rental of the golf cart. You voluntarily agree to accept the risk of using a golf cart and on behalf of yourself, your personal representatives and your heirs hereby voluntarily release the aforementioned business, and its owners, officers, employees, and agents from any and all claims, actions, causes of actions, suits, judgements and demands for bodily injury, property damage, loss of life and/or loss of services, in law or equity, that may in any way or manner arise out of use of the golf cart.

- Golf carts are a motorized vehicle and driving or riding in these vehicles can lead to serious injury, property damage and even death.

- **You must be at least 21 years of age and show a valid driver's license to rent a golf cart.**

Under no conditions are you allowed to let another driver drive this vehicle, unless cleared by the staff upon signing this waiver. NO CHILDREN ALLOWED IN DRIVERS LAP. It is strictly forbidden that a minor or any individual without a valid driver's license operate this vehicle. At no time may a minor have a hand or hands on the steering wheel when the vehicle is moving.

- You must not attempt to transport more people than the cart was designed for. Maximum of 4 people on cart (6 on 6 passenger) and all passengers must be seated with seatbelts.

- Cart must remain on roads under 35mph and within city limits. Do not take cart on nature trails, native grass areas, etc... No excessive speed, joy riding, or any type of unreasonable activity with the golf cart will be tolerated. **Blown curbed tires will result in a \$250.00 charge.**

- Anyone observed abusing golf cart rules and regulations will forfeit all rental privileges immediately. This includes reckless driving, careless driving, or allowing underage guest to operate the cart. If the management determines in its sole discretion that you have misused the golf cart in any way, it will require an immediate return without a refund. WE DO NOT GIVE WARNINGS. WE WILL TAKE YOUR GOLF CART!

- You agree to pay for any damage (including lost keys) to the cart. This requires you to have possession/control of vehicle keys when not in use. You authorize us to charge either your credit card listed above or the card on file ending with (Contract.CCLast4Digits) for damages. You further agree to pay for any costs we incur to collect for damages.

- You acknowledge receipt of golf cart on the day of arrival. If equipment is damaged upon receipt, you must contact a company representative on your day of arrival, with findings. If contact is not made, you acknowledge equipment to be damage free and in good working condition.

- If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Cancellation and Refund Policy. You are entitled to a full refund (less 10% processing fee) if we are notified in writing of your intent to cancel at least 10 days prior to delivery date. Cancellations 48-hours prior to delivery date will receive a 50% refund. We do not issue refunds for rain or bad weather during your rental period. We do not issue refunds once delivery has been made.

I HAVE READ THE FOREGOING TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THIS AGREEMENT. I take full responsibility for myself, and anyone else I allow to operate this cart. I am responsible for the return of this equipment in the same state in which I received it. I agree to pay in full for any repairs or replacement if the equipment is damaged.

Name:

Sign: