

GOLF CART RENTAL AGREEMENT

The Golf Cart Company General Terms and Conditions

Upon booking a golf cart(s) rental from The Golf Cart Company, recipient is agreeing to the terms and conditions set out below;

- I authorize the total rental Amount to be charged to my credit card one week prior to my reservation start date. I understand I am fully responsible for the Cart(s) during the rental period and any damage or loss incurred while in my possession and assure proper use of the Cart(s) I am renting.
- I may cancel my rental and receive a full refund if cancelled before 1 week prior to the start date of the reservation. I may cancel my reservation within the week prior to the reservation date and will receive a refund with the deduction of a \$25 admin fee.
- I understand that there is a Delivery fee to be paid in full prior to the delivery of the carts. The delivery fee will include the delivery and pick up of the golf carts.
- If my Cart(s) is/are not present at the pick-up location at the time I designate (during reservation or by pre-arrangement by phone), I understand that I will be charged for the extra rental day(s) in excess of this lateness, with the first penalty day beginning at the time of the originally negotiated pick-up time, and that I will further incur a supplemental pick-up fee of \$50. Unless otherwise agreed,
- If I do not take optional insurance provided, I hereby agree to take sole responsibility for any damages outside of normal wear and tear of the Cart(s) including accessories such as the battery charger and key while in my possession; my possession starts when I receive the cart(s) and ends when I return the carts(s).
- I understand upon selecting the optional insurance of the cart(s) that I am covered for accidental damage to the amount of \$350.00. This will cover transportation if needed.
- I understand that I am personally responsible for all vandalism and or loss of carts(s) whilst in my possession and I authorize The Golf Cart Company to charge any damages to my credit card provided for rental. I understand and authorize The Golf Cart Company to charge my credit card for a lost battery charger fee of \$350, a broken windshield fee of \$100, Replacement for lost key \$25.
- If a dispute arises, I agree to a third party company appointed by The Golf Cart Company, not associated with either myself or The Golf Cart Company, will decide the cost of damages or replacement value if both parties cannot reach a mutual agreement. The renter shall pay any legal fees incurred by The Golf Cart Company to obtain monies owed by the renter.

Waiver of Liability and Hold Harmless Agreement

- I hereby release, waive, and discharge the right to seek medical reimbursement or the legal prosecution of The Golf Cart Company for any physical injury resulting or property damage from the use of the carts(s) provided by The Golf Cart Company.
- I agree to be the sole person driving the rental Cart(s) and that I hold a valid driver's license and am over the age of 18 at the time of rental. I am fully responsible for any person/s who, with or without my consent, sit on, stand, or ride the Cart(s) and I hereby indemnify The Golf Cart

Company and any resort or facility that the cart is being used at for any legal prosecution from physical injury resulting to myself or someone else or property damage from the cart(s) provided by The Golf Cart Company.

- It is my express intent that this Release and Hold Harmless Agreement shall bind my family if I am alive and my heirs, assigns and personal representative if I am deceased. It shall be deemed as a release, waiver, discharge, and covenant not to sue The Golf Cart Company or any resort or facility where cart is being used, independent contractors, officers, agents, employees, and affiliates.
- Should I not take the optional insurance on the cart(s) and should any damage be caused to a cart, or the Cart(s) is returned without the charger, keys or any other component part of the machine, I authorize The Golf Cart Company to take funds from my credit card to cover the repairs or replacement to the cart(s).

Florida Statutes 812.155 Paragraph 3

FAILURE TO REDELIVER HIRED OR LEASED PERSONAL PROPERTY.--Whoever, after hiring or leasing any personal property or equipment under an agreement to redeliver the same to the person letting such personal property or equipment or his or her agent at the termination of the period for which it was let, shall, without the consent of such person or persons knowingly abandon or refuse to redeliver the personal property or equipment as agreed, shall, upon conviction, be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, unless the value of the personal property or equipment is of a value of \$300 or more; in that event the violation constitutes a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

The above statute refers to a not so common term called theft of services. Please return the Cart(s) by the dates and time indicated in this rental agreement or call to extend the Cart(s) for additional days.

Thank You for Choosing The Golf Cart Company

I, the undersigned, hereby certify that I read and agree fully to the terms and conditions set forth this agreement.

SIGNATURE X: _____ DATE ____/____/____

PRINT NAME: _____

AUTHORIZED SIGNATURE X: _____ DATE ____/____/____

PRINT NAME: Mark Simmonds