

Equipment Rental Agreement

Prepared for:

[Lessee.FirstName] [Lessee.LastName]

Created by:

[Lessor.FirstName][Lessor.LastName]

This Golf Cart Rental Agreement (the "Agreement") is made and entered on (the "Effective Date") by and between [Lessor.FirstName] [Lessor.LastName] (the "Lessor"); and [Lessee.FirstName] [Lessee.LastName] (the "Lessee"); collectively referred to herein as the "Parties."

1. EQUIPMENT SUBJECT TO LEASE. The Lessor shall rent the equipment listed herein to the Lessee whom must adhere to the terms and conditions within this Agreement.

EZ-GO 4 passenger Electric Golf Cart

2. PAYMENT TERMS. The rental fee is based on a rate of _____ dollars per day, plus any additional fees incurred. Additional charges shall be added in the event the equipment is damaged, missing any parts, or returned later than _____.

3. SECURITY DEPOSIT. In addition to the rental fee, the Lessee shall pay a security deposit of 500 USD prior to receiving any equipment. This deposit shall be returned to the Lessee upon termination of this Agreement, subject to the option of the Lessor to apply it against any charges or damages incurred. Any amounts refundable to the Lessee shall be paid at the time this Equipment Rental Agreement is terminated.

4. LEASE TERM. This Golf Cart Rental Agreement shall begin on the above Effective Date at NOON and shall terminate on _____ at NOON.

5. RULES AND REGULATIONS OF OPERATION The below are listed rules which must be followed at all times while operating and leasing the equipment. Breaking these rules may result in partial or entire holding of the damage deposit.

- The Lessee shall not assign the Rental Contract or sublease the equipment.
- ONLY HOLDERS OF A VALID DRIVER'S LICENSE 18 YEARS OF AGE AND OLDER MAY OPERATE THE EQUIPMENT. Moped license, learner's permit, etc are not accepted.
- Golf Carts operated after sunset must have lights turned on.
- Golf Carts must be operated properly. Horseplay, racing, using the cart to push or pull any other vehicle, or other misuse of cart will not be tolerated.
- Carts are to be operated on public and resort roadways only and not on the public highways or restricted areas. No off-road riding and absolutely no use on beaches.
- Golf Carts can carry a maximum of 4 people and all passengers must always be seated when cart is in motion. The vehicle capacity is 800 pounds and is never to be overloaded.
- Open alcohol on the golf cart is not permitted and drinking and driving is against the law. Open alcohol or being under the influence while driving will result in the immediate loss of rental privileges and all payments for the rental of the golf cart
- The Lessee is not allowed to repair any damages on the vehicle or hire somebody to repair them.

6. Anyone found abusing the rules and regulations of the equipment would forfeit all rental privileges. There will be no refunds made if the cart has to be returned because of the customer misuse. Loss of security hold will also result if cart is misused or damaged. There are no second chances.

7. In case of theft, an accident or fire the Lessee shall immediately notify the Lessor, and the police. The Lessee shall not abandon the vehicle to safe guard it and all its accessories. The Lessee has the obligation to pay the deposit mentioned in this agreement. If the Lessee is innocent in case of an accident and the other party has insurance which cover damages the Lessor will return the money (or the part the renter is entitled to) to the Lessee as soon as possible. Any failure of this condition will stop all insurance conditions and will make the Lessee fully liable for all damages and costs.

8. The Lessee shall reimburse the Lessor, upon demand for the loss of, or any damage to the equipment or property damage while it is rented to the Lessee and for all costs and expenses, including reasonable attorney's fee, incurred by the Lessor in collecting and amounts owing by the Lessee hereunder or in otherwise enforcing the Lessors rights hereunder.

9. The Lessee shall indemnify and hold the Lessor harmless from and against any and all liability, including bodily injury and property damage, arising out of the use or operation of the equipment by the Lessee or anyone using or operating the same with the Lessee's express or implied consent: provided, however, that the Lessor shall be responsible for loss or damage resulting from the Lessors sole negligence. The Lessee shall abide by all rules and regulations of the Lessor governing the use of the equipment.

10. The equipment shall be returned in the same condition as when received, ordinary wear excepted.

11. Lost keys will incur a monetary charge of \$10. Unreturned locks will incur a \$30 fee.

12. **INDEMNITY.** Lessee agrees to indemnify and hold Lessor, its subsidiaries, affiliates, and respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses suffered or incurred arising out of Lessee use of the equipment, the functionality of the equipment, or any violation of this Agreement.

13. **SEVERABILITY.** In the event, that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be amended to reflect, to the greatest extent permitted under applicable

law, the original intent of the Parties, and the remainder of the provisions shall remain in full force and effect.

14. **WAIVER.** Either party's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of that or any other of its rights hereunder at any later date or time.

15. **ENTIRE AGREEMENT.** This Agreement, including any exhibits attached hereto and made part hereof, constitutes the entire agreement between Lessor and Lessee with respect of the subject matter hereof. This Agreement supersedes any prior agreements, representations, or dealings between the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Equipment Rental Agreement by a duly authorized representative effective as of the date set forth at the top of this Agreement.

Operation and Care of Golf Cart

Please remember that a golf cart is a vehicle and as such can pose a danger to people and property. Please try and observe the following instructions.

1. Park the vehicle on level ground whenever possible with the parking brake applied.
2. Never switch between forward and reverse until the vehicle is fully stopped and your foot is off the accelerator.
3. Please take the key out of the ignition and install the steering lock cable when leaving the cart for any extended time. Whenever possible when parking the cart for the night keep the golf cart on private property.
4. When operating on rough roads, dirt or cobblestone please keep the speed down for the security of the occupants, the vehicle and people/property in the immediate vicinity.

[Lessor.FirstName] [Lessor.LastName]

[Lessee.FirstName] [Lessee.LastName]