



GOLF CART RENTAL AGREEMENT (GUEST) TERMS AND CONDITIONS

NOTICE: Rental and Leasing Drivers 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 by SS. 324.0autd(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. 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. Our Vehicles may be equipped with a Global Positioning System (GPS) receiver to pinpoint the location of the Vehicle and aid with the enforcement of this Guest Agreement, including Your safe and lawful operation of the Vehicle. 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.

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 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 that 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 30A Gulf Carts, 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 30A Gulf Carts, 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.** 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 exercise caution at all times and exercise 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; and
 - e. You will refrain from engaging in Prohibited Uses, as set forth below.
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. 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 return the Vehicle to Us on the same condition in which you received it, except for ordinary wear. If the Vehicle is returned after business closing hours as posted at the business or online, You remain responsible for the loss of, and any damage to, the Vehicle until we inspect it upon our next opening for business. If you have not returned the Vehicle within 12 hours of 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; (h) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (i) a reasonable fee not to exceed \$150 to clean the Vehicle if returned substantially less clean than when rented and delivered to You.
11. **Deposit or Credit Card Information. We 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. Or, in the alternative, you may opt to provide a \$200 damage deposit, which will be refunded to You upon Your return of the Vehicle to Us in the same condition in which You received it. By signing below, you acknowledge that you have read the Terms and Conditions of this Agreement. Your signature authorizes Us to use your deposit or Your credit 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 30A Gulf Carts, LLC, although the registered title may be in a third party's name.
 - 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 Ours.

- 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 Okaloosa-Walton Counties. The parties agree that any suit or arbitration initiated in connection with this Agreement shall be brought in an that Santa Rosa Beach, Florida, shall be brought in Walton County, Florida.

I HAVE READ THE FOREGOING TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THIS AGREEMENT.