

CLASSIC CRUISERS, LLC

Equipment Rental Agreement with Indemnification and Waiver

Name	
Cart Name	
DL Number	
DL State	
Insurance Information	
Address	
Cell Number	
2 nd Contact Name & Number	
Email Address	
Cart Time Out	
Cart Due Back	

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE AND AGREE TO THIS RENTAL AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

In exchange for the privilege to rent this golf cart or other equipment, you are accepting responsibility for your own negligence. You must operate this vehicle/equipment in a safe manner, and adhere to all rules set forth by Classic Cruisers, the State of Texas and the City of Tomball. You agree to be liable for all medical, damage and legal claims that may arise from your rental and use of the golf cart/equipment. **YOU HEREBY AGREE TO ACCEPT THE RISKS OF USING A GOLF CART. ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS AND YOU HEREBY RELEASE AND AGREE TO INDEMNIFY THE AFOREMENTIONED BUSINESS, AND ITS OWNERS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY ALL CLAIMS, ACTIONS, CAUSES OF ACTIONS, SUITS, JUDGMENTS AND DEMANDS FOR BODILY INJURY, PROPERTY DAMAGE, LOSS OF LIFE AND/OR LOSS OF SERVICES, IN LAW AND EQUITY, THAT MAY IN ANY WAY OR MANNER RESULT FROM YOUR RENTAL OR USE OF THE GOLF CART/EQUIPMENTS MADE THE SUBJECT OF THIS RENTAL AGREEMENT.**

CLASSIC CRUISER, LLC Tomball, TX 77375

Initial Here: _____

1. I, _____(Name), authorize Classic Cruisers to charge my credit card or bank account indicated below for its customary rental charges and an amount up to \$7000 for damages, if any to rental cart on _____(Date).
2. If my valid driver's license indicates that I am under twenty-five years of age, I further authorize Classic Cruisers to charge my credit card or bank account indicated below a deposit of \$300.00 upon signing this Agreement.
3. The term "equipment "is used in this agreement to represent various electric golf carts and/or accessories rented to me by Classic Cruisers.
 - i. All cart operators MUST have a valid driver's license which allows them to operate a motorized vehicle in the state they reside and proof of insurance. This license and proof of insurance is required to be carried on the cart at all times. A copy of my driver's license and insurance card may be retained.
4. At no time shall a person operate a golf cart on the following streets, except to cross at an intersection to immediately access a private driveway, parking lot, or a public highway of a posted speed limit of thirty-five miles per hour (35 mph) or less:
 - (1) Tomball Parkway (Business 249);
 - (2) Tomball Expressway (State Highway 249 and its feeders);
 - (3) Main Street;
 - (4) FM 2978;
 - (5) Hufsmith-Kohrville Rd; and,
 - (6) FM 2920
5. Your cart has a toggle switch with F-forward, R-reverse, P-park, please keep switch in center position when not in use. When in the reverse, you should hear a backing horn (buzzing sound).
6. Do not make turns at high speeds. High-speed turning could result in vehicle rollover.

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Initial Here: _____

7. I understand that a golf cart is subject to the same laws and regulations pertaining to motor vehicles and therefore agree that the golf cart will be operated in accordance with the laws of the State of Texas and the City of Tomball, including but not limited to the requirement that persons driving the golf cart must not be under the influence of alcohol and/or illegal drugs. **I further agree that I personally will be responsible for all moving and/or parking violations issued to said cart while it is in my possession, under my control, or at any time during the rental period.** I agree that I will not operate the golf cart on the sidewalks. I further agree that law prohibits me from using the golf cart on major highways.
8. Your cart comes with a seatbelt, it should be worn at all times. Classic Cruisers is not responsible for people who are thrown or fall out of the cart due to unused seatbelts or reckless driving.
9. The golf carts with two rows of seats can only carry a Maximum of five (5) persons and the golf carts with three rows of seats can only carry a Maximum of eight (8) persons at any one time, regardless of age.
10. Please park the golf carts or store equipment in a safe place at night.
11. Golf carts cannot be parked in fire lane.
 - i. Please take the key out when not in use. There will be a \$10.00 charge for missing key that is not returned to Rental Agent.
12. You are responsible for any damages incurred to the cart or equipment or other property while renting the cart/equipment. Any cost to repair or replace the vehicle(s) other equipment and their accessories as a result of any damage, accidents, acts of vandalism, fire or theft will be the responsibility of the Renter.
 - i. Please report any problems you have with your cart to the Classic Cruisers Office immediately at 281-433-5794 or 281-433-6588.

13. I agree the privilege of using the golf/equipment can be revoked without notice by Classic Cruisers at their sole discretion, for any violation of this agreement including reckless driving and allowing underage guests to operate the cart. I further agree I shall not be entitled any rental refund or deposit for such revocation of privilege.
14. I understand that if the golf cart/equipment should become inoperable through no fault of mine, Classic Cruisers will take reasonable steps to have the vehicle/equipment repaired. In the event the golf cart/equipment cannot be repaired or replaced, a refund will be issued towards the unused rental agreement period.
 - a. Classic Cruisers will do their best to repair or replace the cart quickly should a problem arise. If it is after business hours, the cart may not be repaired/replaced until the next morning. We will not credit you for overnight time that the cart is not working.
 - b. Classic Cruisers will not issue credits for repairs or replacements that take less than half a day.
15. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
16. Our carts/equipment are inspected for damage at the point of pickup. In the event the cart/equipment is damaged during the rental period an estimated repair cost will be charged against your credit card. You are responsible for anyone you let drive the cart.
17. Cancellation Policy: You can cancel up to 48 hours in advance with no penalty. Cancellations not made 48 hours prior to rental will have a penalty of \$100.00. Cancellation or changes to the rental the day of will not be refunded.
18. **Most Important:** Let's be safe and have fun out there.

By my signature below, I certify that I understand and agree to the conditions set forth in the Classic Cruisers Rental Agreement with Waiver Indemnification. I acknowledge that I have signed this document voluntarily and freely and that my signature creates a contractual obligation that binds me, my guests and all passengers. I authorize Classic Cruisers to charge my credit card provided.

X _____ / ____ / ____
CUSTOMER SIGNATURE DATE

X _____ / ____ / ____
PRINT NAME DATE

CREDIT CARD INFORMATION

Visa

Mastercard

AMEX

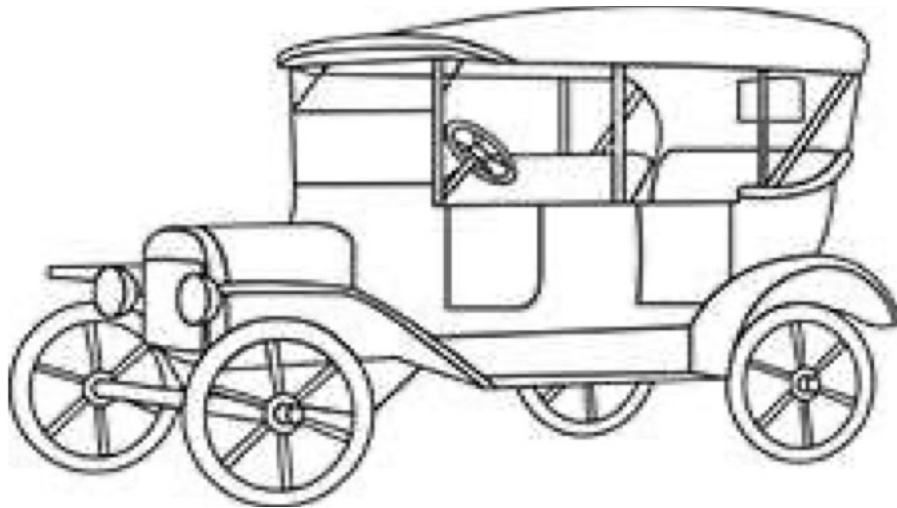
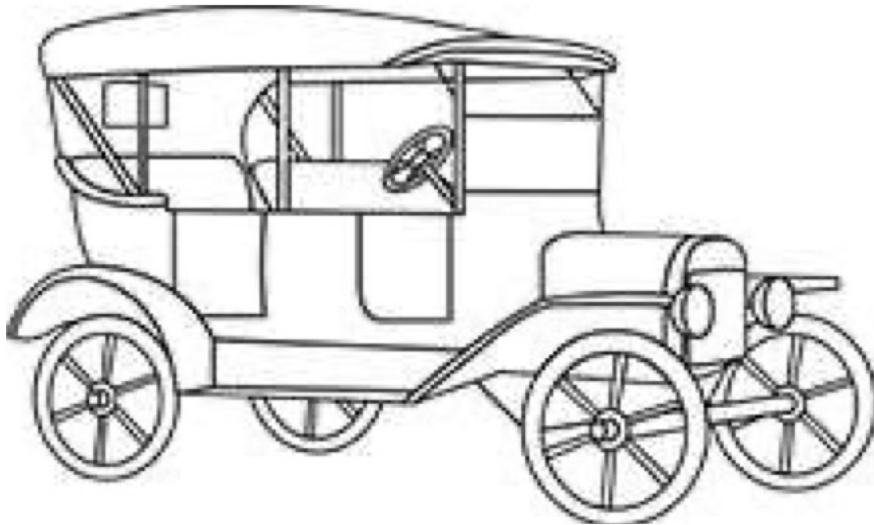
Discover

Card Holder Name	
Account Number	
Expiration Date	
CVV Number	
Billing Address	
Billing Zip Code	

X _____ / ____ / ____
CUSTOMER SIGNITURE DATE

X _____ / ____ / ____
PRINT NAME DATE

CLASSIC CRUISERS, LLC Tomball, Texas 77375



BEFORE RENTAL: Note any damaged areas before cart is rented on the pictures. Include written descriptions of locations and severity.

CLASSIC CRUISERS, LLC Tomball, Texas 77375 Initial Here _____