

Golf Cart Rental Agreement

BETWEEN: The LESSOR, Cape Charles Incubators, LLC. (DBA Eastern Shore Custom Carts),
713 Randolph Avenue, Cape Charles VA 23310 (757-331-1221) and

LESSEE

Name _____ Cell Phone_(____)_____

Address _____

Street

City

Zip

Drivers Lic. No _____ State _____

Local Address _____

Street

City

Zip

Reservation Information
Cart Type _____
Start Date/Time _____
Return Date/Time _____

Rental Charges	
Rental Fee	\$ _____
Deposit	\$ _____
Total	\$ _____

Assessed Charges	
Late Charge	\$ _____
Damages	\$ _____
Total	\$ _____

THE LESSEE CERTIFIES BY INITIALLING:

1. That he/she has examined the golf cart and finds it acceptable and suitable for the purpose for which it is leased.
2. That only those individuals with a valid driver's license will operate the rental golf cart
3. That LESSOR has provided the LESSEE with safety and operational instruction, including Cape Charles Town's Rules and Regulations.
4. That all authorized drivers are capable in all aspects of the handling and operation of the rental golf cart and will operate in accordance with all safety rules and regulations and that all authorized drivers understand said rules and regulations.
5. That all authorized drivers will limit operation of the said golf cart to the allowed operational area
6. That LESSEE agrees to report any accident, malfunction or breakdown of said golf cart to LESSOR in accordance with Paragraph six on reverse side of this agreement

It is expressly understood that operating a golf cart can be dangerous, LESSEE expressly agrees to indemnify and hold LESSOR, its affiliates, its employees and The Town of Cape Charles, harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with this rental, including damage to property or injury to persons (including death) resulting from the use, operation or possession of said golf cart.

I/WE UNDERSTAND THAT I/WE ARE RENTING A GOLF CART AT OUR OWN RISK

I understand that I am financially responsible for all damages to the golf cart that is not identified on the attached checklist. I have read both sides (front and back) of this agreement and fully understand the terms and conditions as set forth on both sides; and that I acknowledge receipt of a copy of this agreement.

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Signed _____ Date _____

THE LEASE ON THE REVERSE SIDE HEREOF IS SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS

Golf Cart Rental Agreement

Lessee further agrees (continued from the other side of this agreement):

1. The LESSEE acknowledges he/she has carefully examined the golf cart and finds it suitable for the purpose for which it is leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain both golf cart and equipment in a safe, dependable condition while in his/her custody.
2. Any damage caused under the term of this rental is the responsibility of the LESSEE and will be paid upon return of the rental. Fees assessed will be based on LESSOR's current service rates and parts charges.
3. LESSEE agrees not to use, nor permit the use:
 - a. of the rental golf cart for any unlawful purpose;
 - b. of the rental golf cart in a careless, reckless, or negligent manner;
 - c. of the rental golf cart while under the influence of liquor and/or narcotics;
 - d. by any other person who is not an AUTHORIZED OPERATOR under this agreement.
 - e. of reckless operation of a golf cart which shall include but not be limited to:
 - a. Weaving through congested traffic;
 - b. Operating contrary to traffic safety rules including following too closely to another golf cart.
4. LESSEE acknowledges his/her responsibility for the safe and proper operation of the golf cart; and for the safety and welfare of other drivers and persons. It is AGREED AND UNDERSTOOD BY LESSEE that LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental golf cart. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental golf cart. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any of the LESSEE'S personal property while carried in or on the rental golf cart, including loss or damage caused by fire, water, theft or any cause whatsoever.
5. LESSEE expressly agrees to indemnify and hold LESSOR harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability In connection with the enforcing of the foregoing rental contract by LESSOR, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by LESSOR to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that Venue of any action hereunder shall be in the County of Northampton, Virginia.
6. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental golf cart that LESSEE will immediately report same to LESSOR. Continued use of it shall be entirely at the LESSEE'S risk and thus LESSEE assumes all liabilities of injury and damage to all persons and property that may become Involved by its continued use.
7. LESSOR'S ability to provide a rental golf cart, if reserved, is contingent upon and subject to the return of the unit by the previous lessee, weather conditions, or any other cause beyond LESSOR'S control.
8. The rules and regulations contained herein and as posted in the office, *on* the golf cart, and/or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations, and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules.
- 9 Should any term or condition of this Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.
- 10 THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDER-STANDING BETWEEN LESSEE AND LESSOR AND THAT NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.