



## **Golf Cart Waiver & Release:**

Please initial each line that you agree to the statements below, sign and date. Email signed copy and the driver's license and insurance card for each intended driver to [OnePartHarborPsj@gmail.com](mailto:OnePartHarborPsj@gmail.com). If it is found that these rules and regulations are not adhered to you may be subject to fees/fines and/or removal from One Particular Harbor with no refund. [Video instructions may be found at www.youtube.com/@OneParticularHarborPSJ](http://www.youtube.com/@OneParticularHarborPSJ)

\_\_\_\_\_: I understand that "One Particular Harbor" is used to refer to the beach home located at 871 Backwater Rd., Port St. Joe, FL, 32456

\_\_\_\_\_: I am at least 25 years of age and hold a valid Motor Vehicle Driver License issued by one of the 50 United States.

\_\_\_\_\_: I have Liability, Collision and Comprehensive Motor Vehicle Insurance currently in force that is issued in one of the 50 United States.

\_\_\_\_\_: Furthermore, I acknowledge that my electronic signature along with the submission of my Driver License Identification Number shall become a part of this agreement and identify me as the "Renter" of the GOLF CART referred to in this agreement.

\_\_\_\_\_: I agree that only the person who submits this form along with a valid Motor Vehicle Driver License issued by one of the 50 United States, has Motor Vehicle Insurance currently in force and are listed on this rental agreement shall be permitted to operate the GOLF CART

\_\_\_\_\_: I agree to provide Liability, Collision and Comprehensive Insurance covering myself and my property, the person and property of others involved, One Particular Harbor, its owners and the GOLF CART.

\_\_\_\_\_: I understand that the GOLF CART is a Low Speed Vehicle (LSV) and may only be operated on public streets within Windmark Beach where the posted speed limit is 17 MPH or less. I will not leave the Windmark neighborhood.

\_\_\_\_\_: I understand that the GOLF CART is a Low Speed Vehicle (LSV), but is subject to the same laws and regulations pertaining to Motor Vehicles, with the exception that Low Speed Vehicles may not be operated on any roadway with a posted speed limit above 17 mph, and therefore agree that the GOLF CART will be operated in accordance with the laws of the State of Florida and the local laws of the City and County of Port St. Joe & Gulf County including, but not limited to the prohibition of open containers of alcohol and driving under the influence of alcohol and/or other drugs.

\_\_\_\_\_: I understand and accept that the GOLF CART is a Low Speed Vehicle (LSV) and is not equipped with many of the Common Safety Devices, Structural Components or Methods of Construction found on or used in Motor Vehicles and that the lack of such Safety Devices, Structural Components and Methods of Construction may increase injuries or result in death in the event of an accident.

\_\_\_\_\_: I understand and accept that One Particular Harbor makes no warranties, express, implied or apparent regarding the GOLF CART, no warranty of merchantability, and no warranty that the GOLF CART is fit for any particular purpose, except that the GOLF CART may be operated on public streets & golf cart paths within Windmark Beach where the posted speed limit for Motor Vehicles is 17 MPH or less.

\_\_\_\_: I acknowledge that I have read and/or viewed and fully understand the GOLF CART OPERATING INSTRUCTIONS and CHARGING INSTRUCTIONS. Furthermore, I agree to follow the GOLF CART OPERATING INSTRUCTIONS and CHARGING INSTRUCTIONS.

\_\_\_\_: I agree to contact One Particular Harbor at 615-995-4367 if I have any questions or concerns about operating the GOLF CART.

\_\_\_\_: I agree to examine and inspect the safety and mechanical condition of the GOLF CART before each use, and to report any concerns or problems to One Particular Harbor at 615-995-4367 IMMEDIATELY.

\_\_\_\_: I agree to return the GOLF CART upon completion of the rental period in the same condition as received, normal wear and tear accepted, and that I will be held liable for any damages to the GOLF CART while it is in my possession.

\_\_\_\_: I agree to pay all parking violations and towing costs that occur while the GOLF CART is in my possession.

\_\_\_\_: I agree that the privilege of using the GOLF CART can be revoked without notice by One Particular Harbor for any violation of this agreement, and I also agree that I shall not be entitled to any refund, if that privilege is revoked.

\_\_\_\_: I agree to contact One Particular Harbor immediately in the event of any loss or damage to the GOLF CART or personal property, or injury to persons.

\_\_\_\_: I agree and acknowledge that I am legally and financially liable for all repairs to the GOLF CART and for the loss, damage and/or injuries to my person or property and the person or property of others involved while the GOLF CART is in my possession.

\_\_\_\_: I hereby give consent to One Particular Harbor to request money via Airbnb for any amounts owed under the terms of this agreement.

\_\_\_\_: I individually, and jointly with my spouse, heirs, legal representatives and assigns, agree to forever release, indemnify, hold harmless and defend One Particular Harbor, its officers, owners, members, successors and assigns, agents and employees in the event of any claim, loss, suit, demand, cause of action or any other liability whether caused directly or indirectly by myself or any other party from the use of the GOLF CART during my control and possession of the GOLF CART.

\_\_\_\_: If One Particular Harbor, its officers, owners, members successors and assigns, agents or employees are made a party defendant to any litigation concerning the use of the GOLF CART subject to this agreement, then I shall further indemnify and defend One Particular Harbor against any and all liability and damages by reason of litigation, including attorney's fees and expenses

incurred by One Particular Harbor, whether or not the litigation is prosecuted to judgement.

\_\_\_\_: It is my intention that this RENTAL AGREEMENT shall bind me, my spouse, heirs, legal representatives and assigns, passengers and anyone else who may make a claim against One Particular Harbor as a result of my use of the GOLF CART during my control and possession of the GOLF CART.

\_\_\_\_: I understand and agree that this RENTAL AGREEMENT is intended to provide One Particular Harbor the maximum protection that the State of Florida permits and that if any part of the RENTAL AGREEMENT is declared invalid, the remainder shall continue to be in full force and legal effect, and any invalid clause shall be severed therefrom without affecting the validity of the remainder.

\_\_\_\_: By my signature, I certify that I have read this RENTAL AGREEMENT, fully understand its terms, agree to the conditions set forth herein and understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing this RENTAL AGREEMENT freely and voluntarily, and that my signature creates a contractual obligation that binds me, my spouse, my heirs, all legal representatives and assigns.

Signature:

---

Date:

---