

BLUE SAIL BEACH OUTFITTERS BINDING/WAIVER AGREEMENT FOR LSV, READ CAREFULLY

IN CONSIDERATION FOR THE RENTAL OF THE LSV PROVIDED BY BLUE SIAL OUFITTERS GOLF CARTS.

- 1) _____ I promise to return the rental equipment to the location provided at the designated return time in as good condition as I received the same, normal wear and tear accepted.
- 2) _____ I will operate the LSV safely and responsibly, and I will preserve and protect the LSV from loss or damage to it, my person or property of others. I agree and understand failure to comply with the terms of this agreement will result in a forfeiture of my rental fees and deposit.
- 3) _____ **I agree to be legally and financially liable for all costs of repairs to the LSV and for the loss, damage and/or injuries to my persons or property of others regardless of fault.**
- 4) _____ I agree to reimburse the LSV owner for such unrecovered costs, including but not limited to deductibles and uninsured loss.
- 5) _____ I agree to hold harmless Blue Sail Beach Outfitters, LLC for any and all damages and claims of any nature whatsoever that may arise from the use of rental including but not limited to claims for damages to the LSV itself, my person and property and the person and property of others.
- 6) _____ I agree to become familiar with the operation and use of said LSV, and to operate the LSV in accordance to instructions and laws set forth by North Carolina, Brunswick County, the Town of Holden Beach, Sunset Beach, Ocean Isle and Oak Island.
- 7) _____ I understand that I can only drive the LSV on the *Island* in which it's rented, roads that are 35 mph or below.
- 8) _____ **I agree to contact Blue Sail Beach Outfitters if I have any questions or concerns about operating the LSV or if my guest or I have caused any damage to the LSV or others through the use of the LSV. I agree to examine and inspect the safety and mechanical condition of the LSV, reporting any concerns or problems before driving the vehicle.**
- 9) _____ I understand that persons driving the LSV must not be under the influence of alcohol and/or illegal drugs.
- 10) _____ I further agree that I personally will be responsible for all moving and/or parking violations issued to said LSV while it is in possession, under my control, or at any time during the rental period.
- 11) _____ I agree that I will NOT operate the LSV on the beach in the sand and surf.
- 12) _____ **I agree that only persons who meet the Blue Sail Beach Outfitters, LLC age restrictions and possess a valid driver's license and insurance as required by law shall be permitted to drive the golf cart.**
- 13) _____ I agree that the LSV will only be occupied by the amount of people that it's equipped with seatbelts.
- 14) _____ I agree the privilege of using the LSV can be revoked without notice by Blue Sail Beach Outfitters, LLC in their sole discretion, for any violation of this agreement. **I further agree I shall not be entitled any rental refund for revocation. Nor will I receive a refund on time not used due to my decision to return the vehicle earlier than the original rental agreement.**
- 15) _____ I understand that if the LSV becomes inoperable through no fault of mine, Blue Sail Beach Outfitters, LLC will take the reasonable steps to have the LSV repaired or replaced. In the event the LSV cannot be repaired or replaced a refund will be issued toward the unused portion of the rental agreement.
- 16) _____ **I understand that the cart is ELECTRIC, it is my responsibility to keep it charged. If I neglect to do so then it is my responsibility to make arrangements to get the cart back to the rental house and I am responsible for all charges.**
- 17) _____ **I agree to allow Blue Sail Beach Outfitters, LLC to make necessary charges to my credit card in accordance to the above conditions.**
- 18) _____ I agree to not dispute any charges that have been applied to my credit card in accordance to the terms and conditions of this rental.
- 19) _____ **I will not tow LSV with my personal vehicle under any circumstances, I will contact Blue Sail Beach Outfitters, LLC should LSV become immobile for any reason.**

I _____ have read carefully and a Blue Sail Beach Outfitters, LLC staff member has reviewed each point above that I have initialed. I understand and agree to all conditions in this rental binder. If I violate any of the above conditions or if I am ticketed by a police officer or park ranger I understand the rental privileges will be revoked immediately with no refunds.