

AUGUSTA GOLF CARS, LLC & The Golf Cart Lady 706-627-0057

BINDING GOLF CART RENTAL AGREEMENT (Year 2020)

(Please read carefully before signing and returning.) In consideration for the rental of the golf cart provided by Augusta Golf Cars, LLC, I, _____, agree to the following conditions. In the event that I violate any of the following conditions, I agree and understand that further use of the golf cart may be revoked immediately and without notice:

1. I promise to return the golf cart to the location provided immediately upon completion of the rental period in as good condition as I received the same, normal wear and tear accepted. I will operate the golf cart safely and responsibly, and I will preserve and protect the golf cart from loss or damage to the cart itself, my person or property, and the persons 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. I agree to be legally and financially liable for all costs of repairs to the golf cart and for the loss, damage and/or injuries to my person or property and the persons or property of others regardless of fault. I agree to reimburse the golf cart owner for such unrecovered costs, including but not limited to deductibles and any uninsured losses.
2. I agree to hold harmless, defend and indemnify Augusta Golf Cars, LLC, for any and all damages and claims of any nature whatsoever that may arise from the use of said golf cart during the time of the rental period, including but not limited to claims for damages to the golf cart itself, my person and property and the persons and property of others.
3. I agree to become familiar with the operation and use of said golf cart, to read the "GOLF CART INFORMATION SHEET" and any other instructions provided to me regarding the cart, and to operate the golf cart in accordance with said instructions. I agree to contact Augusta Golf Cars, LLC, if I have any questions or concerns about operating the golf cart or if my guest or I have caused any damage to the golf cart or others through the use of the golf cart. I agree to examine and inspect the safety and mechanical condition of the golf cart, reporting any concerns or problems before driving the vehicle.
4. 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 Georgia, 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 say cart while it is in my possession, under my control, or at any time during the condominium/house rental period. I agree that I will not operate the golf cart in the surf or allow salt water to come in contact of mechanical or electrical components. I further agree that law prohibits me from using the golf cart on major interstates and highways.
5. I agree that only persons who are 18 years or older, possess a valid driver's license and insurance as required by law shall be permitted to drive the golf cart.
6. I agree the privilege of using the golf cart can be revoked without notice by Augusta Golf Cars, LLC, in their sole discretion, for any violation of this agreement. I further agree I shall not be entitled any rental refund or deposit for such revocation of privilege.

7. I understand that if the golf cart should become inoperable through no fault of mine, Augusta Golf Cars, LLC, will take reasonable steps to have the vehicle repaired. In the event the golf cart cannot be repaired or replaced, a refund will be issued towards the unused rental agreement period.

By my signature below, I certify that I understand and agree to the conditions set forth in the Augusta Golf Cars, LLC. Binding Golf Cart Agreement. 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.

Gas Carts

ONLY clean fresh unleaded 93 octane gas must be used. Each gas cart has a fuel gage & LOW oil pressure light. Caution if the LOW oil pressure light stays on continuously; please STOP using the cart & contact Augusta Golf Cars. Caution if you see any oil or gas leaking around the engine area STOP using the cart & contact Augusta Golf Cars. Each cart is provided with a full tank of gas. We require you to return it back with at least a half a tank of gas; IF NOT there will be a \$15 fee. Electric Carts } Cart charger needs to be kept out of the weather at all times. It is recommended that the charger be left at the residence while operating cart. } The Charger is "automatic" and will shut off automatically when cart is fully charged. Large grey end of charger plugs into cart at the driver's side of the cart just below the operator and will only fit one way. The power cord end requires 110v service only with a recommended 20 amp circuit. It is your responsibility to ensure that receptacles with adequate power are available to charge the cart.

Electric Carts are equipped with a battery gage indicating when the batteries are getting low. It is recommended the Cart is placed on charge anytime not in use or at a minimum charged every night regardless of the battery condition. This will insure you get the most out of the cart for the duration of your rental. Keep in mind, electric carts cannot and are not designed to run continuously without charging the batteries. Run times will vary and will be shortened if cart is driven in loose sand or when carrying multiple passengers.

Common Information

Key must be removed from cart anytime it is left unattended. At no time should there be more than 2 passengers (Two-Seater w/ Cargo Bed – Ex. Terrain 250) 4 passengers (Four-Seater – Ex. TXT Freedom) & 6 passengers (Six-Seater – Ex. Express S6) on the cart. Allowing more than the recommended passengers on the cart will result suspension damage and repair cost will be charged against your deposit. } Do not make turns at high speeds. Slow down to turn or make corners especially with carts that have altered suspensions "Lift Kits" as they are prone to rollover at high speeds. } It is our goal to provide customers with reliable golf carts by which we perform routine maintenance and battery discharge tests. This is to ensure you get the most use out of the cart with each charge. In the event a problem does arise we ask that you first check to ensure that all operating instructions are being followed and the charger has sufficient power and is connected properly. Do not for any reason attempt to perform maintenance or repairs on cart. If you are unable to resolve the problem, contact Augusta Golf Cars immediately and we will send out a mechanic as soon as possible. Should the problem result in the loss of use during the agreed upon rental time, you will be refunded appropriately. Failure to notify us of a problem will result in no refund for that period of time we were not notified of the problem. In the event we are requested to make a service call and it is determined that the problem is the result of improper operation of the cart or failure to properly connect the charging system a \$35.00 fee will be charged against your deposit. Upon completion of rental, cart should be washed off thoroughly. Do not use a pressure washer, water hose will be sufficient. M

TERMS

- Normal wear and tear on the vehicle(s) is to be expected, but abuse or damage to the vehicle(s) will be the responsibility of the Recipient.
- Any cost to repair or replace the vehicle(s) and their accessories as a result of any acts of accident, vandalism, fire or theft will be the responsibility of the Recipient.
- The Recipient will be responsible for routine maintenance of the vehicle(s) for the term of this agreement, including but not limited to oil, air pressure, gas etc.).
- The Recipient shall not permit anyone under the age of 18 and possess a valid driver’s license to operate the vehicle(s).
- Augusta Golf Cars, LLC, Shall have the right to terminate this agreement and take possession of the vehicle(s) for any reason.
- The Recipient shall defend, indemnify and hold harmless Augusta Golf Cars, LLC., as well their agents, employees and affiliates, from and against all losses, damages, liabilities or expenses including, but not limited to, reasonable attorney’s fees and litigation costs which any of them incur arising out of the possession or use of the vehicle(s) by the recipient.
- Golf cart reservations can be cancelled with a full refund up to 14 (fourteen) days prior to the first rental day. If not cancelled 14 (fourteen) days prior to the rental day, Recipient will be charged a \$100 cancellation fee.

Any damage assessed during inspection will be charged to customer.

Inspection By:

Customer Signature:

(Describe issues in notes section, if any) Notes ----

- Visual Inspection (Body / Windshield / Upholstery)
- Tires Inflated
- Steering
- Batteries (Caps In Place, Wires Connected)
- Charger Returned
- Pre/Post Rental Inspection
- Fuel at least ¾ full.

- Serial Number _____

Customer Daytime Phone: _____

Customer Delivery Address: _____

Customer City/State/Zip: _____

Customer Signature: _____

GOLF CART RENTAL AGREEMENT (Please read carefully before signing and returning.)

This agreement is between Augusta Golf Cars, LLC. & _____, here in after referred to as the Recipient. Augusta Golf Cars, LLC, agrees to provide _____ golf cart(s) for a period of _____ days(s).

Beginning Date: _____ (AM or PM) to Ending Date: _____ (AM or PM)

Delivery Time: _____ Pickup Time: _____

If paying by credit card, your credit card will be debited at time of booking.

RENTAL FEE: \$65 PER DAY + TAX

PLEASE CHARGE MY CREDIT CARD THE AMOUNT OF \$ _____ U.S. FUNDS.

Card Type: Visa MasterCard Discover

Card Number:

Expiration Date: -

Card Code: Card Billing Zip Code: -

I, the undersigned, hereby certify that I read and agree fully to the terms and conditions set forth this agreement. If paying by credit card, I authorize Augusta Golf Cars, LLC, to charge the rental fee to the credit card provided above.

Print/Sign Name: _____

If you have any questions or issues with your carts please call 706-627-0057.