

NMB Golf Cart Rentals, LLC
1859 Hwy 9 E Longs, SC 29568
Phone: 843-390-3900

BINDING GOLF CART AGREEMENT NMB GOLF CART RENTALS, LLC

Date _____ Golf Cart # _____ Site # _____ Rental amount: \$ _____

Name: _____

Phone # _____ Driver's License # _____

Address: _____ City: _____

State: _____ Zip: _____

Delivery address _____

Deliver Date _____ at _____ am/pm Return Date _____ at _____ am/pm

Fuel level @ drop off _____ **Renter's initials:** _____

ONLY PERSONS LISTED ON THIS CONTRACT ARE AUTHORIZED TO DRIVE THIS VEHICLE, RENTER WARRANTS THAT RENTER HAS INSURANCE THAT COVERS THE RENTAL AND AGREES THAT SUCH INSURANCE SHALL BE CONSIDERED PRIMARY INSURANCE AND RENTER SHALL BE LIABLE FOR ANY DAMAGES OCCURRING AS A RESULT OF USE OF THE RENTED VEHICLE. ANY OBLIGATIONS OF LESSOR SHALL BE CONSIDERED SECONDARY. RENTER ALSO SPECIFICALLY ASSIGNS TO LESSOR ALL RIGHTS UNDER RENTER'S POLICY, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PROPERTY DAMAGE, COMPREHENSIVE AND COLLISION COVERAGES. LESSOR IS HEREBY AUTHORIZED TO NEGOTIATE ANY SETTLEMENT FOR AND ON BEHALF OF THE RENTER TO THE EXTENT OF LESSOR'S LIABILITY TO ANY THIRD PARTY AS A RESULT OF THE USE OF THE VEHICLE BY THE RENTER. (ALL CLAIMS FILED TO RENTER'S INSURANCE CO.) RENTER FURTHER WARRANTS THAT THE INSURANCE COVERAGE MENTIONED ABOVE IS CURRENTLY IN FORCE. ANY MISREPRESENTATION OF ANY INFORMATION ON THIS RENTAL AGREEMENT WILL BE CONSIDERED A VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Renter's initials: _____

INTRODUCTION:

Please read this entire acknowledgement and Assumption of Risks & Release & Indemnity Agreement (hereafter 'Document') carefully before signing. All persons renting equipment from NMB Golf Cart Rentals, LLC must sign this document. No person under 18yrs. of age may rent equipment from NMB Golf Cart Rentals, LLC. All participants are referred to in this Document as 'renter'.

In consideration of the services of NMB Golf Cart Rentals, LLC respective owners, officers, directors, employees, representatives, agents, interns, contractors, parent or holding companies and all other persons or entities associated or affiliated with NMB Golf Cart Rentals, LLC, I (renter) acknowledge and agree as follows:

ACKNOWLEDGEMENT & ASUMPTIONS RISK:

I am renting equipment from NMB Golf Cart Rentals, LLC for recreation and/or adventure activities. I acknowledge that there are inherent and other risks, hazards and dangers (collectively referred to in this Document as 'risks') associated with engaging in adventure or recreation activities, or using or renting equipment for those activities that can cause injury, damage, death or other loss to renter or others. These risks include, but are not limited to:

- Hazards (including road hazards) may not be marked or visible & weather is unpredictable year-round; • misjudgments & careless or even reckless conduct of renter or others;
- renter's improper use of rented equipment and/or failure to understand how to use the rented equipment • renter's failure to accurately assess his/her ability level for the activity engaged in;
- remote locations, an hour or more from medical facilities, that can cause potential delays or difficulties with communication, transportation, evacuation and medical care;
- equipment that can be misused, that can break, fail or malfunction, or that can fall off or break loose from rental equipment.
- other risks (both natural & man-made) that are generally associated with the rental equipment in an outdoor environment.

These and other risks may result in renter or others: falling to the ground or being struck, impacting objects, people or experiencing vehicle, collision or rollover: getting caught or entangled in objects: reacting to weather conditions or increased exertion. These and other circumstances may cause hypothermia (dehydration, heat exhaustion or stroke, heart or lung complications, broken bones, fractures or sprains, paralysis, concussion, cuts, abrasions or wounds, sunburn or other burns, mental or emotional trauma or other injury, damage, death or loss.

Renter is fully capable of using this rental equipment and agrees that it is solely the renter's responsibility to, among other things: 1) know how to use and operate this equipment and/or obtain necessary instruction; 2) assess renter's own skill level for any activity or use of this equipment; 3) determine and choose location for using this equipment and/or engaging in adventure or recreation activities within authorized areas; 4) wear all safety gear required by law and 5) obey all rules and policies, signage, traffic laws, rules of the road or other local, state or federal laws, as it pertains to the rented equipment.

Renter's initials: _____

Renter is voluntarily renting equipment from NMB Golf Cart Rentals, LLC with knowledge of the risks and renter's responsibilities. Therefore, renter assumes and accepts full responsibility for: a) inherent and other risks (both known and unknown) of recreation and adventure activities, including the use of rented equipment in conjunction with those activities, and b) any injury, damage, death or other loss suffered by renter or others, resulting from those risks and/or resulting from renter's negligence or other misconduct.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult renter) agree:

1. to release and not sue NMB Golf Cart Rentals, LLC., with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my or my child's participation in recreation or adventure activities and/or use of NMB Golf Cart Rentals, LLC. rental equipment. I understand I agree here to waive all claim/s I or my child may have against NMB Golf Cart Rentals, LLC., and agree that neither, I my child, nor anyone acting on my or my child's behalf, will make a claim against NMB Golf Cart Rentals, LLC., as a result of any injury, damage, or other loss suffered by me or my child;
2. to indemnify (indemnify meaning reimburse by payment or otherwise) NMB Golf Cart Rentals, LLC. with respect to any and all claim/s brought by or on behalf of me, a family member, or any other person for any injury, damage, death or loss in any way connected with my or my child's participation in recreation or adventure activities and/or my or my child's or any other person's use of renter's NMB Golf Cart Rentals, LLC. rental equipment. This Release and Indemnity Agreement includes claim/s resulting from NMB Golf Cart Rentals, LLC negligence (but not its gross negligence, or willful, wanton or criminal misconduct), and includes claim/s for personal injury or wrongful death (including claims related to emergency or medical response, assessment or treatment), property damage, products liability, breach of contract or warranty, claims based upon or arising under admiralty or maritime law and any other claim.

OTHER PROVISIONS

I (renter) agree to accept full responsibility for the care of the equipment, to reimburse NMB Golf Cart Rentals, LLC. for lost, stolen or damaged equipment, to pay required fees for late rental returns, and not to loan or rent this equipment, to any other person. **Fee for lost key(s)- \$25, Fee for tampering with any part of the golf cart (governor included)- \$250 fee.** Renter acknowledges receipt of cart and equipment in good working order conditional on initial inspections by renter and/or parent/s of minor renter. I agree that South Carolina state law (without regard to its conflict of laws rules) governs this Document, any dispute I have with NMB Golf Cart Rentals, LLC. and all other aspects with my relationship with NMB Golf Cart Rentals, LLC. However, if a court determines that U.S. federal law applies to all or part of my relationship with NMB Golf Cart Rentals, LLC., I agree that U.S. federal law shall apply, an appropriated, in its place. I agree that any mediation, suit or other proceeding I engage in or assert against NMB Golf Cart Rentals, LLC. must be filed or entered into only in a place of business or state court located in Horry County, South Carolina or in the United States District Court for the District of South Carolina located in Columbia, South Carolina.

Renter's initials: _____

I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable South Carolina mediator.

I authorize NMB Golf Cart Rentals, LLC. staff, contractors or other medical personnel to obtain or provide medical care for me or my child, to transport me or my child to a medical facility, and to provide treatment they consider necessary for my or my child's health. I agree to pay all costs associated with that care and transportation. I authorize NMB Golf Cart Rentals, LLC. to take and use my or my child's photo, image or statement for advertising, sale, display, or other uses.

I AGREE I AM RENTING THIS EQUIPMENT 'AS IS' AND THAT NMB GOLF CART RENTALS, LLC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE RENTED EQUIPMENT. This document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect. Renter: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my minor child, spouse and other family members, and my heirs, executors, representatives, subrogates and estate.

Golf Cart Information

- Key must be removed from cart anytime it is left unattended.
- DO NOT OPERATE Cart on the Beach. Doing so will result in the loss of the use of the cart and your security deposit at a minimum, no exceptions!
- At no time should there be more than 4 passengers on the cart. Allowing more than 4 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 NMB Golf Cart Rentals, LLC 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 \$75.00 fee will be charged against your deposit.
- Our carts are inspected for damage at the point of delivery and pickup. Should repairs be required you hereby authorize NMB Golf Cart Rentals to add any charges against your credit card on file: Lost key- \$25, Tampering with the golf cart- \$250, other damages will be assessed at pick up. •
Contact Number is (843) 390-3900. Email: nmbcarts@gmail.com

Renter's initials: _____

By my signature below, I certify that I understand and agree to the conditions set forth in the NMB Golf Cart Rentals, 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. I agree that I have received a copy of my entire signed binding golf cart agreement(6 pages).

Print Name: _____ . Date: _____

Signature _____

***IF YOU HAVE AGREED TO THIS BINDING GOLF CART AGREEMENT ONLINE:**

Once you have read and agree to all terms and conditions above, please proceed to the Reservations Page and reserve your cart. A copy of your signed agreement will be given to you upon delivery.

By my payment to NMB Golf Cart Rentals, LLC, I certify that I understand and agree to the conditions set forth in the NMB Golf Cart Rentals, LLC Binding Golf Cart Agreement. I acknowledge that I have electronically signed this document voluntarily and freely and that my payment(signature) creates a contractual obligation that binds me, my guests and all passengers.

PAYMENT INFO:

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

Card Type: Visa MasterCard Discover

Card Number: _____

Expiration Date: _____ Card Code: _____ 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 NMB Golf Cart Rentals, LLC. to charge the rental fee to the credit card provided above.

Print Name: _____ Date: _____

CC Billing Address (if different than above):

City/State/Zip : _____

Signature: _____