

AFFORDABLE GOLF CART RENTAL AGREEMENT:

Name: _____ (Person renting Cart)

Home address: _____ ST _____ Zip _____ (Must be same as billing address)

Beach Address: _____ Check in -----Check out _____
Email _____ Phone: _____ Cart Request _____

CC# _____ EXP _____ Vcode _____ Zip _____

\$40.00 Non Refundable Deposit required on all reservations.

1. Lessee shall use the golf cart for only its intended use and will be subject to the terms and conditions set forth in this document. The only rights of the lessee are those rights specifically granted under the terms of this Lease. **No refund on any cancellation after the golf cart is delivered including inability to have a golf cart.**
2. The golf cart shall be returned in the same condition as when received, with the exception of ordinary wear and tear. Gas golf carts do not have to be refueled.
3. Lessee shall operate the golf cart subject to the State and local regulations and ordinances. Lessee agrees that they have read and understand the rules and regulations and will legally abide by said rules and regulations at all times while in possession of the golf cart. **Lessee will not operate the golf cart without a valid driver's license or under the influence of alcohol or illegal drugs. Lessee must be at least 21 years of age to lease a golf cart and anyone operating the golf cart must be at least 21 years of age. Lessee further agrees to limit the number of passengers to the number of seats it is designated for. Lessee shall be responsible for all cost and repairs. If the lessor finds any golf cart operated by an unlicensed driver, disobeying any state or city laws, driving reckless, or endangering the golf cart or personal property of another, or any other violation of this Lease, the golf cart will be picked up and the rental agreement terminated without refund.**
4. Lessee shall reimburse Lessor, upon demand, for the **loss and damage** to any equipment that is rented to Lessee and for all costs and expenses, including reasonable attorney's fees, incurred by Lessor in collecting any amounts owing Lessor hereunder or in otherwise enforcing Lessor's rights hereunder. Lessee shall be financially liable for all costs and repairs to the golf cart and for the loss, damage and/or injuries to any person or property regardless of fault. **Lessee authorizes Lessor to charge Lessee's credit card for any damage to the golf cart or for lost or damaged items. (Cargo Caddie damage Included)**
5. **There is not insurance of any kind provided by the Lessor.** Lessee agrees to defend, indemnify, and hold harmless Lessor, the property owner, and their agents, officers, and employees, against any and all claims of loss, damage (including any bodily or emotional injury, death, or personal property damage), liability, or other expenses of any nature, character or kind that are connected with, or as a result of Lessee's use of the golf cart and/or presence on the golf cart, this Lease, and/or any incident, accident, or event occurring on the equipment, regardless of fault and/or negligence, and regardless of who may suffer or cause any such loss, damage, liability, or expense.

6. Lessee shall use, ride, drive, and do all other things on the golf cart at their own risk. Lessee accepts the equipment as is without any promises, warranties, or guarantees of any kind whatsoever from Lessor prior to the execution of this Lease. Specifically, Lessee acknowledges Lessor made no representations, guarantees, warranties, or assurances concerning the condition, safety, or safe use of the equipment, and disclaimed any duty of care, responsibility, or liability to Lessee, or other passengers or drivers of the golf cart or third parties. Lessee further acknowledges Lessor cannot control who Lessee allows to use or enter upon the golf cart as their guests or invitees, or be responsible for any damage, injury, or death suffered or caused by any of those guests, invitees or third parties. As such, Lessee specifically assumes all liability, responsibility, supervision, control, and consequences of all such guests, invitees, or other passengers, drivers, or third parties and shall defend, indemnify, and hold Lessor (and their agents, officers, directors, and employees), harmless from any allegation, lawsuit, or claim from, caused by, or involving any of these guests or invitees, regardless of the allegation, lawsuit or claim, and regardless of the person making the allegation, the person responsible therefor, or the person or thing damaged, injured, or killed, or of any resulting bodily injury, damage, death, or property damage caused by or allegedly involving any guest or invitee. Lessee further agrees that Lessor does not owe any duties to Lessee, and Lessee accepts full and complete responsibility for anything that occurs on the golf cart. Thus, Lessee specifically agrees not to sue, threaten to sue, or involve Lessor in any litigation, claim, or action involving the Lease, the golf cart, or anything that occurs or happens on the golf cart during the Lease term.

7. Lessor and Lessee, hereby mutually, intentionally, and knowingly waive any and all rights to trial by jury in any action, proceeding, claim, cross-claim, counterclaim, or third-party complaint brought by either party for any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of Lessor and Lessee, the golf cart, any activity, accident, or incident on the golf cart, pre-Lease discussion or negotiations, or any other matter whatsoever between or involving the Parties. In addition, all Parties agree to mandatorily refer any lawsuit, claim, and/or dispute resulting in litigation, to the Horry County Master-In-Equity for final disposition, with any appeals thereafter as allowed by law. If the Master has a conflict of interest, the Parties shall have a non-jury trial with the then presiding Circuit Court Judge.

8. This Lease constitutes the entire agreement between the Lessor and Lessee, with respect to the golf cart rental, this Lease and the rights, duties, and privileges addressed herein, and shall be binding upon and inure to the benefit of Lessee and Lessor and respective heirs, successors, legal representatives and assigns. No amendment to, or modification of, the eight terms and conditions of this Lease shall be binding upon Lessee or Lessor, unless such amendment, or modification, is expressly put in writing and signed by both Parties. This Lease shall be constructed and enforced in accordance with the laws of the State of South Carolina. In addition, if any provision of this Agreement shall, to any extent, be held invalid, illegal or unenforceable, in whole or in part, the validity, legality, and enforceability of the remaining part of such provision, and the validity, legality, and enforceability of the other provisions thereof, shall not be affected thereby and each term, covenant or condition shall be valid and enforced to the fullest extent by law.

Signature _____ Date: _____

Serial Number _____ (To be filled out by Company Rep)