

Caddyshack Golf Carts of GA, LLC 5905 Steeplechase Blvd, Suite 200 Cumming, GA 30040 678-456-8457

BINDING GOLF CART LEASE/RENTAL AGREEMENT

(Please read carefully before signing and returning.)

In consideration for the usage of the golf cart provided by Caddyshack Golf Carts, 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 pickup location provided immediately upon completion of the usage period in as good condition as I received the same. 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 usage right. 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 Caddyshack Golf Carts, Inc., 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 usage 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 Caddyshack Golf Carts, 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 and the local laws of the County of operation, 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 and must have a valid driver's license. I further agree that I personally will be responsible for all moving and/or parking violations issued to said cart while it is in my possession, under my control, or at any time during the condominium/house usage period. I agree that I will not operate the golf in any manner that violates any state or local laws or ordinances.

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. I further agree that the maximum occupancy of the golf cart is four persons, including children.

6. I agree the privilege of using the golf cart can be revoked without notice by Caddyshack Golf Carts, in their sole discretion, for any violation of this agreement. I further agree I shall not be entitled any refund or deposit for such revocation of privilege.

7. I understand that if the golf cart should become inoperable through no fault of mine, Caddyshack Golf Carts, 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 usage agreement period or a substitute cart provided.

8. Usage of any cart is the sole responsibility of the user. You waive all rights to holding Caddyshack Golf Carts liable for any accident, injury, theft, personal injury to the occupants, driver and others that may be involved in an accident.

9. Rental Cost:

4-Seater golf cart 36-Volt:

- 1 Day (\$75)
- 1 (7 days) Week (\$350)
- 1 (30 days) Month (\$1,100)

1 (365 days) Year (\$10,000)
(Holiday pricing costs may vary)

4-Seater golf cart 48-Volt or Gas

- 🛛 1 Day (\$100)
- 1 (7 days) Week (\$450)
- 1 (30 days) Month (\$1,250)
- 1 (365 days) Year (\$13,000)

Gas Refill Charge (\$15)

Delivery up to 10 miles - \$90 Up to 20 miles - \$110 20 - 50 miles - \$150 Over 50 miles - Priced Self-pickup is available

6-Seater golf cart (gas only):

- 1 Day (\$175)
- 1 (7 days) Week (\$700)
- 1 (30 days) Month (\$1,700)
- 1 (365 days) Year (15,000)
- Gas Refill Charge (\$15)

By my signature below, I certify that I understand and agree to the conditions set forth in the Caddyshack Golf Carts of GA **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.

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Operator's Signature

DATE: ___/__/

X_____ Operator's Printed Name

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Driver's license number and state



Golf Cart Information Sheet

- 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.
- Key must be removed from cart anytime it is left unattended.
- Charger is "automatic" and will shut off automatically when cart is fully charged. Large plug end of charger plugs into cart and will only fit one way. The power cord end requires 110v service only with a recommended 20amp circuit. It is your responsibility to ensure that receptacles with adequate power are available to charge the cart.
- Some of our Electric Carts are equipped with a battery light or voltage gauge indicating when the batteries are getting low. When the light comes on, the cart will need to be plugged into the charger. 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 4 or more passengers.
- 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
- 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 Caddyshack Golf Carts 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 usage time, you will be refunded or cart substituted 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 **\$25.00 fee** will be charged against your deposit.
- When using a gas cart, only clean fresh unleaded gas must be used. The choke may need to be pressed on a gas cart especially during cold weather to assist in starting the cart. Our carts are inspected for damage at the point of delivery and pickup. In the event the cart is damaged during the usage period an estimated repair cost will be your responsibility.
- Contact Number is (678) 456-8457