

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

# **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 \_\_\_\_\_ ("Renter") agree to the following conditions.

# **Rules & Regulations**

Golf cart operators must be 18 years or older, possess a valid driver's license and insurance as required by law.
 The maximum occupancy of the golf cart is four persons, including children.

3. A golf cart is subject to the same laws and regulations pertaining to motor vehicles and therefore the cart must 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.

4. Cancellation Policy – 48 hours' notice must be given on all golf cart rental cancellations.

5. All electrical carts must be returned at full charge, failure to do so will result in an additional day's charge against Renter.

# **Restrictions on Use**

1. Renter shall operate the golf cart safely, responsibly, and in a manner compliant with all state and local laws and ordinances.

2. Renter agrees that usage of the cart is the sole responsibility of the renter.

3. Renter shall familiarize themselves with the "Golf Cart Information Sheet" and any other instructions provided to him/her regarding the cart and shall operate the cart according to such instructions.

4. Renter agrees to contact Caddyshack Golf Carts if he/she has any questions or concerns about operating the cart or if the cart sustains any damage while under his/her control.

5. Renter agrees to remove keys from the cart any time it is in renter's control and left unattended.

6. Renter agrees to keep the golf cart charger away from exposure to the elements.

# **Charging/Gassing Golf Cart**

When renting a gas-powered golf cart, only clean, unleaded gas may be used. The choke may need to be
pressed/pulled on a gas-powered golf cart, especially during cold weather, to assist in starting the cart.
 When renting an electric powered golf cart, the charger will shut off automatically once the cart is fully charged.
The large plug end of the charger is what plugs into the cart. The power cord for the charger requires 110v service
with a recommended 20amp circuit. It is the renter's responsibility to ensure access to an adequate charging
station. Some of the electric powered carts are equipped with a battery light or voltage gauge indicating when the
charge is low. It is recommended that the cart is charged every time it is not in use and/or overnight.

# **Condition of Golf Cart**

Caddyshack Golf Carts performs routine maintenance and battery discharge tests on its golf carts. Renter agrees to examine and inspect the safety and mechanical condition of the golf cart and to report any concerns before operating the cart. If the golf cart becomes inoperable during the rental period, Renter agrees to first check that all operating instructions are being followed, that cart has sufficient charge, and is connected properly. If the problem persists, the Renter shall contact Caddyshack Golf Carts immediately. Renter shall not for any reason perform any maintenance or repair work on the cart. Caddyshack Golf Carts will take reasonable steps to have the cart repaired. In the event the cart cannot be repaired or replaced, a refund will be issued for the unused rental time left on the agreement or a substitute cart will be provided. Failure to notify Caddyshack Golf Carts will result in no

refund for the period of time they were not notified for. In the event Caddyshack Golf Carts is required to make a service call and it is determined that the issue is a result of improper operation of the cart or failure to properly connect the charging system, a \$150.00 fee will be charged to the renter.

#### Loss or Damage

1. Renter agrees to preserve and protect the golf cart from loss or damage. Renter shall be responsible for any loss or damage to cart, loss of use, diminution of the cart's value caused by damage to it or repair to it. Renter agrees to reimburse Caddyshack Golf Carts for such unrecovered costs, including but not limited to deductibles and any uninsured losses.

2. Renter shall be responsible for all moving and parking violations accrued against the golf cart while in the Renter's control.

#### **Return of Rental**

Renter shall return the golf cart to the pickup location immediately upon the end of the rental period, in the same condition as Renter received it. If the golf cart is not returned on said date, Caddyshack reserves the right to take any action necessary to regain possession of the golf cart.

#### Indemnification, Waiver of Liability, and Assumption of Risk

Renter shall indemnify, defend, hold harmless Caddyshack Golf Carts from and against any claim, demand, cause of action, loss or liability, including attorney's fees and expenses of litigation, for any property damage or personal injury, or death arising from Renter's use of the golf cart by any cause. Renter is aware that there are inherent risks involved with the use of golf carts, including but not limited to possible physical injury and loss of life. Renter voluntarily assumes full responsibility for any risk of loss, theft, property damage, personal and/or emotional injury, including death, that may be sustained by Renter or other persons as a result of Renter's use of the cart. In no event shall Caddyshack Golf Carts be liable for any indirect, special, or consequential loss of damage arising from Renter's use of golf cart.

In the event I violate any of the above conditions, I agree and understand that further use of the golf cart may be revoked immediately and without notice by Caddyshack Golf Carts, at their sole discretion. I shall not be entitled to any refund or deposit for any such revocation. By my signature below, I certify that I understand and agree to the conditions set forth in the Caddyshack Golf Carts of GA 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.

X	DATE://	Cart Value: From \$6500 & Up
Operator's Signature		
x	CART #	_ Phone Number:
X Drivers License Number and State		
Email address:		
Delivery Date:	Pickup/Return Date:	