



GOLF CART RENTAL AGREEMENT

This agreement is between XL Carts and _____, hereinafter referred to as the Recipient. XL Carts agrees to provide _____ golf cart(s) for a period of _____ days(s). Beginning Date: ____/____/____ at (time) _____ am/pm to Ending Date: ____/____/____ at (time) _____ am/pm.

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, etc.).
- The Recipient shall not permit anyone under the age of 16 and possess a valid driver's license to operate the vehicle(s).
- XL Carts 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 XL Carts 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 7 (seven) days prior to the first rental day. If not cancelled 7 (seven) days prior to the rental day, Recipient will be charged a \$100 cancellation fee.
- The Recipient has asked and/or understands how to operate Cart and understands the importance of charging the cart after each use.
- If paying by credit card, your credit card will be charged at time of booking, including a refundable damage deposit fee of \$_____(along with rental fee), refundable only upon the faithful performance of this agreement.

RENTAL FEE: \$ _____ Daily \$ _____ Weekly \$ _____ Monthly
PLUS APPLICABLE TAXES

- ATTACHED IS MY CHECK OR MONEY ORDER IN THE AMOUNT OF \$ _____ U.S. FUNDS.
- PLEASE CHARGE MY CREDIT CARD THE AMOUNT OF \$ _____ U.S. FUNDS.

Card Type: Visa MasterCard American Express Discover

Card Number:

Expiration Date: - Card Code:

SIGNATURE _____

DATE ____/____/____

PRINT NAME: _____

CC BILLING ADDRESS: _____

CITY/STATE/ZIP: _____

DAYTIME PHONE: _____

LICENSE NUMBER AND STATE: _____

XL Carts Office Use Only

Serial # _____

Date Paid _____

Cart Details:

XL Carts – Golf Carts and Accessories



BINDING GOLF CART AGREEMENT

(Please read carefully before signing and returning.)

In consideration for the rental of the golf cart provided by XL 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 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. My possession starts when I receive the rental unit and ends when I return the rental unit. I understand that I am personally responsible for all vandalism and or loss of equipment and I authorize XL Carts to charge any damages to my credit card provided for rental. I understand and authorize XL Carts to charge my credit card a lost battery charger fee of \$250 and a lost key fee of \$35.

Location Address to be received/delivered: _____

Date and Time received: _____

Date and Time to be returned: _____

Location Address to be returned/pick-up: _____

2. 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 XL 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.

3. 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 Florida, 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 said cart while it is in my possession, under my control, or at any time during the 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. If Cart is towed, renter will pay all charges connected with towing and return, and also for any damages incurred from towing company.

4. I agree that only persons who are 16 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.

5. I agree the privilege of using the golf cart can be revoked without notice by XL Carts at 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.

6. I hereby indemnify XL Carts for any legal prosecution from physical injury resulting to myself or someone else or property damage from the rental equipment provided by XL Carts. It is my express intent that this shall bind my family if I am alive and my heirs, assigns and personal representative if I am deceased. It shall be deemed as a release, waiver, discharge, and covenant not to sue XL Carts, independent contractors, officers, agents, employees, and affiliates. I hereby release, waive, and discharge the right to seek medical reimbursement or the legal prosecution of XL Carts for any physical injury resulting or property damage from the use of the rental equipment provided by XL Carts, including but not limited to theft, damages, injury, death, traffic violations, etc. I agree to use care and due diligence regarding the operation of the Cart and understand that any warranties as to its safety or operability are hereby specifically disclaimed by the owners.

7. I understand that if the golf cart should become inoperable through no fault of mine, XL Carts. will take reasonable steps to have the vehicle repaired. In the event the golf cart can not 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 XL Carts 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.

Operator's Signature _____ . ____/____/____

Print Name _____

DL# _____ . State _____ .

Florida Statutes 812.155 Paragraph 3

FAILURE TO REDELIVER HIRED OR LEASED PERSONAL PROPERTY.--Whoever, after hiring or leasing any personal property or equipment under an agreement to redeliver the same to the person letting such personal property or equipment or his or her agent at the termination of the period for which it was let, shall, without the consent of such person or persons knowingly abandon or refuse to redeliver the personal property or equipment as agreed, shall, upon conviction, be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, unless the value of the personal property or equipment is of a value of \$300 or more; in that event the violation constitutes a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. The above statute refers to a not so common term called theft of services. Please return the cart by the dates and time indicated in the rental agreement or call to extend the cart for additional days.



Golf Cart Information Sheet

→ Cart charger needs to be kept out of the weather and off of the beach 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 grey end of charger plugs into cart at the drivers 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.**

→ Some of our Electric Carts are equipped with a battery light 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 do vary and will be shortened if cart is driven in loose sand or when carrying 4 passengers.

→ DO NOT OPERATE Cart In The Surf or at Night if at 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 (i.e. “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 XL 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 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.

→ When renting a gas cart, only clean fresh unleaded gas must be used.

→ Upon completion of rental, cart should be washed off thoroughly. Do not use a pressure washer, water hose will be sufficient. Make sure that the charger does not get wet, and that the entire cart is rinsed, including the battery compartment and the undercarriage. **Failure to wash the cart at the completion of rental period will result in a \$25.00 cleaning fee that will be charged against your deposit.**

→ Our carts are inspected for damage at the point of delivery and pickup. In the event the cart is damaged during the rental period an estimated repair cost will be charged against your deposit.

→ Contact Number is (904) 503-8657. **Emergency/After Hours Number is (904) 251-5274**

