

HOT ROD GOLF CART RENTAL AGREEMENT

9055

Lesser: **HR GOLF CARTS, LLC**
935 North 275 West, Suite A
Angola, Indiana 46703
Tel: (260) 668-5588
Fax: (260) 668-5621

Date: _____ Lessee: _____
Address: _____
Phone: _____

Lessee has unlimited financial responsibility for damage as described in this agreement. If a deposit has been made to hold the golf cart(s) for use, this rental agreement is subject to the golf cart(s) being available for such time period and Lesser shall not be liable for failure to provide the golf cart(s) due to casualty, wrongful hold over by previous Lessee, service problems or other matters beyond Lesson's control.

Lesson's security deposit will be refunded within 10 business days of the return date, provided the golf cart(s) are returned in the same condition as when they went out and subject to the charges outlined herein. If your charges exceed your security deposit, you will be responsible for paying the excess balance owed.

Number of Rental Golf Carts: _____ Delivery Fee: \$ _____
Cost per Golf Cart per day: \$ _____ Pickup Date/Time: _____
Total Security Deposit amt @ \$100/cart: \$ _____ Return Date/Time: _____
Total Costs: \$ _____

Lessee does hereby acknowledge receipt of the above-described golf cart(s) on this date and does agree to the stipulated rental, and Lessee does understand that an additional charge will be made for the use of the golf cart(s) held beyond the date originally agreed upon. It is understood and agreed that this leased personal property is to be used with reasonable care, according to instructions, and Lessee agrees to hold Lesser harmless from any liability whatsoever resulting from the use of said golf cart(s). Lessee further agrees to return the golf cart(s) and all attachments and parts belonging thereto in the same condition as received, ordinary wear excepted, and agrees to pay for any damage to said golf cart(s) during the rental period or if destroyed, to pay the full value thereof. In addition, I agree to pay any of Lesson's loss of rental fees incurred to the golf cart(s) being out of service for repairs. Lessee has examined the golf cart(s) and finds the golf cart(s) to be in good condition.

The golf cart(s) are the property of the Lesser and are in good condition. The following restrictions are cumulative and each shall apply to every use, operation, or driving of the golf cart(s). Under no circumstances shall the golf cart(s) be operated or driven by any person: (a) for the transportation of persons or property for hire; or (b) in any race, speed test or contest, or for any illegal purpose; or (c) to propel, push or tow any vehicle or trailer; or (d) while under the influence of intoxicants or narcotics.

Lesser shall not be liable for the loss of or damage to any property left, stored or transported by Lessee or any other person. Lessee assumes all risk of such loss or damage and waives all claims against Lesser by reason thereof and Lessee agrees to hold Lesser harmless from and to defend and indemnify Lesser against all claims based upon or arising out of such loss or damage.

If Lessee fails or refuses to return the golf cart(s) to Lesser within 48 hours following demand by Lesser, Lessee shall be conclusively presumed to be in unlawful possession of said golf cart(s), and under such circumstances Lessee hereby releases and discharges Lesser from any and all claims, suits, or demands of any kind of nature whatsoever arising out of or relating to any alleged false arrest, false imprisonment, false detention, defamation of character, assault, malicious prosecution, trespass, or invasion of civil rights arising out of or relating to the issuance of a warrant for the arrest of Lessee, or any other person operating the golf cart(s), or arising out of or relating to any other action by Lesser including but not limited to self-help, which Lesser deems necessary in order to effect the return of the golf cart(s), or the collection of any monies due Lesser pursuant to the terms of this Rental Agreement.

Lessee releases Lesser from all liability incurred while the gold cart(s) are rented to the Lessee and indemnifies Lesser for any liability incurred by Lesser due to Lessee's lease of the golf cart(s). Lessee agrees to pay all costs, expenses, and attorney's fees incurred by Lesser in collecting sums due or in regaining possession of the golf cart(s) or in enforcing or recovering any damages, losses or claims against the Lessee. This Agreement shall be governed by the laws of the State of Indiana. In no event shall Lesser be liable for any consequential damages. No rights of Lesser under this Rental Agreement may be waived unless in writing and signed by or initialed by an agent of Lesser.

The Lesser has read and understands the terms and conditions of this entire agreement. The Lessee understands that all the other material Lessee is given during the rental exists as part of this contract. Lessee understand that Lessee am responsible for daily and weekly maintenance and for renting the golf cart(s) in the same condition as it was received at the date and time shown above. Lessee will not allow anyone under the age of 16 to drive the gold cart(s). Lessee agrees to pay \$50 per cart plus the daily rate for a late return. Damage caused by Lessee's use of the golf cart(s) shall be the sole responsibility of the Lessee.

Returning the golf cart(s) prior to the designated date shall not entitle Lessee to any credit or refund for the days not used.

HR GOLF CARTS, LLC

By: _____ Lessee: _____
DL: _____ Printed: _____
SN: _____ Date: _____