

Cart # \_\_\_\_\_

Date \_\_\_\_\_

## GLAZED FAIRPORT LLC GOLF CART RENTAL AGREEMENT

Lessee Name: \_\_\_\_\_ Driver's License # \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Cell phone (text): \_\_\_\_\_ Car Insurance Provider \_\_\_\_\_

Rental Amount: \_\_\_\_\_ Pay Method: \_\_\_\_\_ Security Deposit on file: \_\_\_\_\_

Cart Rental Dates: \_\_\_\_\_ Cart Time Out: \_\_\_\_\_ Cart Due Back: \_\_\_\_\_

### TERMS OF AGREEMENT

1. Lessee acknowledges receipt of the equipment identified above (the "equipment") which was examined by Lessee and found to be in first-class condition upon receipt, except as noted below. Lessee further acknowledges that the equipment is owned by Glazed Fairport LLC (Lessor) of Fairport Harbor, Ohio to the Lessee for the use and purpose for which it was manufactured subject, however, to the terms and conditions set forth herein.

2. Lessee shall return the equipment to the place of initial rental no later than the date and time specified above (LESSEE SHALL CONTACT LESSOR BEFORE SAID TIME IF AN EXTENSION IS DESIRED) or upon Lessor's demand therefore. The equipment shall be returned in the same condition as when received, ordinary wear accepted.

3. Lessee shall pay to Lessor upon demand rental for the equipment at the rate specified above for the period specified above. In the event the equipment is not returned on a timely basis, daily rates will apply unless other arrangements are made with Lessor in advance. Daily rates will apply if the equipment is kept after the scheduled return date. All days, including weekends and holidays are chargeable.

4. Lessee is responsible for all damages to the cart during the rental period and shall reimburse Lessor upon demand for the loss of, or any damage to equipment or property damage while it is rented to Lessee and for all costs and expenses, including attorney's fees incurred by Lessor in collecting any amounts owing the lessee hereunder or in otherwise enforcing Lessor's rights hereunder. Any security deposit can be utilized by Lessor for assessed damages.

Sample schedule of charges for damages:

Headlight (each) \$100	Windshield \$155
Leaning left or right \$150	Mid/Rear body repairs \$300
Bench seat cut or burn \$150	Seat back cut or burn \$100
Steering repairs \$250	Front cowl repairs \$300

5. Lessee shall indemnify and hold Lessor harmless from and against any and all liability, including bodily injury and property damage arising out of the use or operation of the equipment by Lessee or anyone using or operating same with Lessee's express or implied consent; provided however, that Lessor shall be responsible for loss or damage resulting from Lessors sole negligence.

6. Lessee shall abide by all rules and regulations of Lessor governing the use of the equipment.

7. Lessee shall not assign this Rental Contract or sublease the equipment.

8. Lessee will allow Lessor to make a photocopy of the driver's license of the person(s) renting and other authorized driver(s) of the equipment.

## GOLF CART RULES

1. Lessee must be a minimum of 18 years.
2. Operator(s) of the golf cart must be 18 years of age and have in their possession a valid unrestricted driver's license. Cart privileges are forfeited if underage driver(s) is caught driving the cart.
3. Pedestrians, pedal karts, bikes and wheeled toys always have the right of way.
4. Lessee is responsible for all actions of all passengers and persons operating the cart with his express or implied permission.
5. Under no circumstances may the operator be under the influence of any intoxicating substance (i.e. drugs, alcohol, etc.). Doing so will result in revocation of the person's renting and operating privileges for the rest of their visit.
6. Golf carts operated after sunset must have their lights turned on.
7. Golf carts must be operated properly. Speed limit must be followed. Horseplay, racing or other misuse of cart will not be tolerated.
8. Carts are to be operated on public roads within Fairport Harbor only. Golf carts are never to be ridden through any creek, river, lake, beach, grass, ect. Doing so will terminate golf cart agreement without refund. Damages may be assessed.
9. Golf carts must be returned at the designated time set forth above. Late returned carts will be charged \$25 per hour for each hour or portion thereof the cart is late returning, up to a \$250 per day maximum.
10. Golf carts can carry a maximum of 4 people on 2 seat carts or maximum of 6 people on 3 seat carts. Passengers must be seated at all times when the cart is in motion.
11. Please report any malfunction to management immediately.
12. Violating the following rules will be cause for immediate loss of cart privileges, payments and deposits:
  - a. Underage drivers – anyone under 18 operating the golf cart
  - b. Invalid or no driver's license presented upon request
  - c. Reckless driving or driving under the influence
  - d. Operating the cart outside of Fairport Harbor, in creeks, rivers, lakes, beaches, trails or undesignated areas

13. Signature: \_\_\_\_\_

**BEFORE RENTAL:** Note any damaged areas before cart is rented on the pictures. Include written descriptions of locations and severity.

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**AFTER RENTAL:** Note any newly damaged areas upon return of cart on the pictures. Include written descriptions of locations and severity.

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