

## GOLF CART RENTAL AGREEMENT

This Golf Cart Rental Agreement, along with the attached GOLF CART POLICY and RELEASE OF LIABILITY shall together make up the Golf Cart Rental Agreement (the "Agreement") by and between RARA Carts LLC, ("RARA Carts") the undersigned operator, and cart or equipment renter ("Renter") of the golf cart(s) and/or equipment (collectively, the "Equipment"). Both parties hereby acknowledge and agree to comply with the obligations and rules set forth in this Agreement of Renter's use of the Equipment.

### TERMS AND CONDITIONS

1. Renter agrees to pay for the full replacement value of the Equipment if any Equipment is lost, stolen, or damaged while Renter is in possession of the Equipment during the rental event as set forth in this Agreement.
2. Other Fees, in addition to the Equipment rental rates, include the following:
  - A. A fee of \$500.00 will be charged to Renter if the cart engine governor is tampered with or modified by Renter during the Equipment event rental.
  - B. A fee of \$5.00 per key will be charged to Renter for lost equipment keys.
  - C. A fee of \$30.00 will be charged to Renter for locks and/or chains that are required to be cut off the equipment.
  - D. A fee of \$75.00 will be charged to Renter for decals and/or stickers applied to equipment and not removed before returning.
  - E. LATE RETURN POLICY – A fee of \$200.00 will be charged to Renter if the rented Equipment is not returned to the property by the end of the rental stay.
  - F. **Renter MUST RINSE OFF ALL SAND from cart AND return the cart to the property location with A FULL TANK OF GAS and ALL KEYS RETURNED TO THE LOCK BOX.**
3. Safety and Security Obligations:
  - A. All Equipment shall be locked to prevent theft or vandalism when parked and/or not in use by the Renter.
  - B. No more than one Renter operator may be assigned to the rental cart. All members of the Renter's party shall provide a copy of their driver's license prior to renting the Equipment. Only licensed drivers are allowed to operate the cart.
  - C. **RARA Carts reserves the right deny renting the Equipment to any potential renter if anyone in the potential renter's party has a bad driving record or for any reason RARA Carts, in its sole discretion determines that renting the Equipment will be unsafe.**
  - C. RENTER SHALL NOT modify any of the factory settings (i.e., the governor, accelerator, cable, etc.) on any cart or vehicle engine. Such modifications to the cart may result

## GOLF CART RENTAL AGREEMENT

in damage to the cart or vehicle(s) and additional fees charged to Renter for such modifications.

D. RARA Carts represents and warrants that the Equipment rented by Renter shall be in good working order and repair. If at any time during the Equipment rental such Equipment is not functioning properly, Renter shall promptly inform RARA Carts employees or representatives of any defective Equipment.

E. Only six (6) people are allowed to be present on the rental cart at any one time for the 6-person cart.

F. RENTER SHALL NOT overload any Equipment above capacity.

G. Additional Payments – The credit card information or other payment option provided by will be utilized to process Equipment payment or any additional Equipment rental or fees due as stated above.

### GOLF CART POLICY AND RELEASE OF LIABILITY

1. Renter shall provide proof of automobile liability insurance and a current and active Driver's License. These must be supplied along with the completed acknowledgement form and such insurance policies shall be active throughout the rental period. Certificate of insurance shall state that such insurance is primary and non-contributory to any other insurance that may be available to an Additional Insured Party and that a Waiver of Subrogation applies in favor of the Additional Insured Parties in accordance with the Certificate of Insurance Requirements for Golf Cart Rentals, attached hereto. Insurance coverage shall apply to the fullest extent of Renter's insurance policy limits or to the extent allowed by law, whichever is greater.

2. Equipment will be driven in a safe, slow, and careful manner and shall at no time exceed any posted or designated speed limit. At all times drivers will yield to pedestrians. Equipment will not be driven in a careless or unsafe manner, or in violation of any provision of the powered cart policy and release of liability. The Renter agrees to be responsible for compliance with any applicable laws, government regulations, and facility rules in the use of the Equipment.

3. Equipment must be driven by a licensed driver over the age of eighteen (18). The number of passengers may not exceed the manufacturers designed and installed seating capacity. All passengers must remain seated during Equipment operation.

4. **Open Alcoholic beverages are not permitted in any Equipment. No alcohol is to be consumed by any driver and/or passenger while the Equipment is in use, and no driver shall operate any Equipment while under the influence of alcohol. If you are consuming alcohol on the Equipment or are under the influence you will immediately lose rental privileges and all monies for the rental of the Equipment.**

5. Only Equipment equipped with factory installed (or equivalent) front headlights and rear running lights may be operated by Renter after daylight hours.

GOLF CART RENTAL AGREEMENT

6. Equipment usage will not be allowed in restricted areas. Golf carts shall be operated only on designated roads as specified by the rules of the City of Port Aransas. Golf carts cannot be driven on Allister Street north of Avenue G.

7. **Renter hereby agrees to release, hold harmless, indemnify and defend RARA Carts, their respective parent(s), subsidiaries, limited liability and affiliate companies, and their respective members, shareholders, officers, directors, agents, employees, sponsors, trustees, receivers, successors, subcontractors and assigns, from liability or damages including third party claims (“Losses”) arising directly as a result of the gross negligence, willful misconduct, or violation of applicable law by Renter, its employees, agents, and/or representatives’ use of the Equipment as set forth in this Agreement. In no event will either party be liable for any indirect, incidental, special, consequential, exemplary or reliance damages (including lost or anticipated revenues or profits) arising out of this Agreement.**

8. **Covenant and agree that the undersigned shall not commence or maintain any suit thereon against RARA Carts and agrees to indemnify, save and hold harmless RARA Carts from and against any and all loss, liability, damage or cost incurred which arise or relate in any way to the undersigned's use of the Equipment. Agree to indemnify RARA Carts from any and all liability arising from the use of the Equipment.**

9. Renter acknowledges that the use of the Equipment involves risk of serious bodily injury, including death, and property damage. In the event of accident, the undersigned expressly release and discharge RARA Carts.

10. Renter shall have no right to sell, assign, delegate or in any way dispose of or encumber any of the rights or duties granted under this Agreement. Any such attempt shall be deemed to be null and void and shall be considered a default under this Agreement, entitling RARA Carts, at its sole discretion, to terminate the Agreement and to seek any and all other legal or equitable remedies it may be entitled to pursue under this Agreement or under the laws of the state where the facility is located.

11. Violation of any of the rules will be cause for immediate loss of rental privileges and the loss of all monies for the rental of the Equipment.

**I have read, understand, and accept all the terms of use for rental of the Equipment. Failure to comply with these terms may result in the Equipment being impounded and/or forfeiture of rental privileges in RARA Carts’ sole discretion. By signing below, I attest that I have read this entire Agreement in full, understand it, and agree to the terms of this Agreement.**

\_\_\_\_\_  
Name of Renter

\_\_\_\_\_  
Signature of Renter

\_\_\_\_\_  
Date