

Michael A. George of Eden's Reef,

**BINDING GOLF CART RENTAL AGREEMENT**

As consideration for the rental of the GOLF CART provided by MICHAEL A. GEORGE OF EDEN'S REEF, I agree to the following conditions and hereby acknowledge the statements I make herein are true and correct:

I acknowledge the base rental charge is \$100 per day, plus tax. The rental charged is processed in advance. I further acknowledge that since there is no security deposit, Michael George of Eden's Reef may charge my card for any damage to the golf cart, if I return it late or without a full tank of gas.

I am at least 25 years of age and hold a valid Motor Vehicle Driver License issued by one of the 50 United States and have attached it to this agreement.

**I have Liability, Collision and Comprehensive Motor Vehicle Insurance currently in force that is issued in one of the 50 United States and I agree to provide Liability, Collision and Comprehensive Insurance covering myself and my property, the person and property of others involved, MICHAEL A. GEORGE OF EDEN'S REEF, and the GOLF CART.**

Furthermore, I acknowledge that my signature below along with the submission of my Driver License Identification Number and insurance information shall become a part of this agreement and identify me as the "Renter" of the GOLF CART referred to in this agreement.

I understand the combined weight for passengers and cargo needs to be under 750 lbs. per cart and accept that any damages incurred from failure to comply with this weight limit will result in a damage fee.

**I agree that only persons who are 25 years of age or older, possess a valid Motor Vehicle Driver License issued by one of the 50 United States, have Motor Vehicle Insurance currently in force and are listed on this rental agreement shall be permitted to operate the GOLF CART.**

I understand that the GOLF CART is a Low Speed Vehicle (LSV) and may only be operated on public streets within Pacific Beach and Mission Beach where the posted speed limit is 35 MPH or less.

I understand that the GOLF CART is a Low Speed Vehicle (LSV), but is subject to the same laws and regulations pertaining to Motor Vehicles, with the exception that Low Speed Vehicles may not be operated on any roadway with a posted speed limit above 35 mph, and therefore agree that the GOLF CART will be operated in accordance with the laws of the State of California and the local laws of the City and County of San Diego, including, but not limited to the prohibition of open containers of alcohol and driving under the influence of alcohol and/or other drugs.

I understand and accept that the GOLF CART is a Low Speed Vehicle (LSV) and is not equipped with many of the Common Safety Devices, Structural Components or Methods of Construction found on or used in Motor Vehicles and that the lack of such Safety Devices, Structural Components and Methods of Construction may increase injuries or result in death in the event of an accident.

I understand and accept that MICHAEL A. GEORGE OF EDEN'S REEF, makes no warranties, express, implied or apparent regarding the GOLF CART, no warranty of merchantability, and no warranty that the GOLF CART is fit for any particular purpose, except that the GOLF CART may be operated on public streets within Pacific Beach and Mission Beach where the posted speed limit for Motor Vehicles is 35 MPH or less.

I acknowledge that I have read and fully understand the GOLF CART OPERATING INSTRUCTIONS. Furthermore, I agree to follow the GOLF CART OPERATING INSTRUCTIONS.

I agree to contact MICHAEL A. GEORGE OF EDEN'S REEF, at 312-371-6550 if I have any questions or concerns about operating the GOLF CART.

I agree to examine and inspect the safety and mechanical condition of the GOLF CART before each use, and to report any concerns or problems to MICHAEL GEORGE OR PROPERTY MANAGER at 312-371-6550 IMMEDIATELY.

I agree to return the GOLF CART upon completion of the rental period in the same condition as received, normal wear and tear accepted, and that I will be held liable for any damages to the GOLF CART while it is in my possession.

I agree to return the GOLF CART clean and free of sand, dirt, and other debris, and that a \$50 fee will be charged to me, if the cart is returned dirty.

I agree to pay \$100 per day in advance for the golf cart rental, plus applicable taxes and. return the GOLF CART fully filled with gas, and I understand that if I fail to return the GOLF CART fully filled with gas I will be charged an additional \$100 convenience fee.

I understand and accept that if I fail to return the Golf Cart to its parking place at 222 Neptune by 10 a.m. on the morning I am scheduled to check-out of my rental, a \$20 per hour fee will be charged for late returns.

I agree to pay all parking violations and towing costs that occur while the GOLF CART is in my possession.

I agree that the privilege of using the GOLF CART can be revoked without notice by MICHAEL A. GEORGE OF EDEN'S REEF, for any violation of this agreement, and I also agree that I shall not be entitled to any refund for the remaining Rental Period, if that privilege is revoked.

I understand and agree that if the Golf Cart that I have reserved and paid for in advance is unavailable on the date(s) that I have reserved due to unforeseeable circumstances, a refund will be issued.

I agree to contact MICHAEL A. GEORGE OF EDEN'S REEF, immediately after I notify my insurance company in the event of any loss or damage to the GOLF CART or personal property, or injury to persons.

**I agree and acknowledge that I am legally and financially liable for all repairs to the GOLF CART and for the loss, damage and/ or injuries to my person or property and the person or property of others involved while the GOLF CART is in my possession.**

I understand that a deposit is not required and hereby give consent to MICHAEL A. GEORGE OF EDEN'S REEF, to keep my credit card on file for the duration of my rental agreement and authorize MICHAEL A. GEORGE OF EDEN'S REEF, to charge my credit card for any amounts owed under the terms of this agreement.

I individually, and jointly with my spouse, heirs, legal representatives and assigns, agree to forever release, indemnify, hold harmless and defend MICHAEL A. GEORGE OF EDEN'S REEF,, its officers, members, successors and assigns, agents and employees in the event of any claim, loss, suit, demand, cause of action or any other liability whether caused directly or indirectly by myself or any other party from the use of the GOLF CART during my control and possession of the GOLF CART.

If MICHAEL A. GEORGE OF EDEN'S REEF, its officers, members successors and assigns, agents or employees are made a party defendant to any litigation concerning the use of the GOLF CART subject to this agreement, then I shall further indemnify and defend MICHAEL A. GEORGE OF EDEN'S REEF, against any and all liability and damages by reason of litigation, including attorney's fees and expenses incurred by MICHAEL A. GEORGE OF EDEN'S REEF,, whether or not the litigation is prosecuted to judgement.

It is my intention that this RENTAL AGREEMENT shall bind me, my spouse, heirs, legal representatives and assigns, passengers and anyone else who may make a claim against MICHAEL A. GEORGE OF EDEN'S REEF, as a result of my use of the GOLF CART during my control and possession of the GOLF CART.

I understand and agree that this RENTAL AGREEMENT is intended to provide MICHAEL A. GEORGE OF EDEN'S REEF, the maximum protection that the State of Florida permits and that if any part of the RENTAL AGREEMENT is declared invalid, the remainder shall continue to be in full force and legal effect, and any invalid clause shall be severed therefrom without affecting the validity of the remainder.

By my signature below, I certify that I have read this RENTAL AGREEMENT, fully understand its terms, agree to the conditions set forth herein and understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing this RENTAL AGREEMENT freely and voluntarily, and that my signature creates a contractual obligation that binds me, my spouse, my heirs, all legal representatives, and assigns.

X \_\_\_\_\_

### **WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

I release MICHAEL A. GEORGE OF EDEN'S REEF,, its officers, members, successors, assigns and employees from all claims for loss of any personal property that is carried in or left in the GOLF CART, whether or not the loss or damage was caused by negligence or was otherwise the responsibility of MICHAEL A. GEORGE OF EDEN'S REEF.

I understand that the GOLF CART does not have many of the Common Safety Devices found on Motor Vehicles and that the lack of such Safety Devices may increase injuries or result in death in the event of an accident.

I acknowledge the foregoing statement and waive any rights on behalf of myself, my spouse, heirs, legal representatives and assigns to recover damages based upon the lack of such Safety Devices, Structural Components and Methods of Construction commonly found on or used in Motor Vehicles.

I accept and acknowledge that I am legally and financially responsible for the personal property of and injuries to passengers of the GOLF CART that I operate, and hereby forever release, indemnify, hold harmless and will defend MICHAEL A. GEORGE OF EDEN'S REEF,, its officers, members, successors, assigns and employees in the event of any claim, loss, suit, demand or cause of action to recover damages based upon the lack of such Safety Devices, Structural Components and Methods of Construction commonly found or used in Motor Vehicles.

I accept and acknowledge that I am legally and financially responsible for the personal property of and injuries to myself and all passengers of the GOLF CART that I operate under this rental agreement, as well as the personal property of and injuries to any others involved, and agree to indemnify, defend and hold MICHAEL A. GEORGE OF EDEN'S REEF, its officers, members, successors and assigns, agents and employees harmless from all claims, liability, costs and attorney fees that MICHAEL A. GEORGE OF EDEN'S REEF, may incur resulting from, or arising out of the rental or my use of the vehicle, including the negligence of MICHAEL A. GEORGE OF EDEN'S REEF, its officers, members, successors and assigns, agents and employees.

I understand and accept that MICHAEL A. GEORGE OF EDEN'S REEF, makes no warranties, either express, implied, or apparent regarding the vehicle and makes no claims that the GOLF CART is fit for a particular purpose.

I acknowledge that there are inherent risks in operating a GOLF CART and this type of activity. These risks may result in serious injury or death and includes, but is not limited to the following: collisions with pedestrians, bicycles and bicycle riders, Segway's and Segway riders, scooters and scooter riders, other LSV/NEV and passengers, motor vehicles and passengers, manmade and natural objects. I agree to inform all passengers of my rental GOLF CART of the inherent risks in this type of activity and confirm that all passengers understand and accept the inherent risks prior to partaking in this type of activity.

I acknowledge that I have received and read a copy of the GOLF CART OPERATING INSTRUCTIONS, and that I understand and will adhere to said instructions.

I understand and agree that this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT is intended to provide MICHAEL A. GEORGE OF EDEN'S REEF, the maximum protection the State of Florida permits and that if any part of the WAIVER OF LIABILITY, ASSUMPTION OF RISK AND

INDEMNIFICATION AGREEMENT is declared invalid, the remainder shall be in full force and legal effect, and any invalid clause shall be severed therefrom without affecting the validity of the remainder.

By my signature below, I certify that I have read this Waiver of Liability, Assumption of Risk, and Indemnification Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this document freely and voluntarily, and that my signature creates a contractual obligation that binds me, my spouse, my heirs, all legal representatives, and assigns.

X \_\_\_\_\_

## Renter Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Phone

*Copies of driver's license and insurance required to complete your rental and get keys to golf cart.*

Drivers License Number: \_\_\_\_\_ State: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Auto Insurance Provider: \_\_\_\_\_

Policy number: \_\_\_\_\_

Signature: \_\_\_\_\_

## Email Address

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Email\*

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Confirm Email\*

## Driver's License / ID Card

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Driver's License / ID Card Number\*

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Issuing State\*

## Electronic Signature Consent\*



By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature.

There is no penalty for withdrawing your consent. You should always make sure that we have a current email address to contact you regarding any changes, if necessary.