



Charleston Golf Cart Rentals, LLC



PO BOX 1214 Folly Beach SC, 29439

843-609-6228

Golf Cart Rental Agreement

Date: _____

Renter information

Name: _____

Address: _____

Telephone: _____

Description of Cart _____

In consideration of the rental and use of the golf carts stated above, the undersigned operator and/or renter of the golf cart(s) hereby acknowledges and agrees to comply with all obligations and rules set forth herein or further provided at the time of pickup.

Golf carts will be driven in a safe, slow, and careful manner and shall at no time exceed any posted or designated speed limit. Drivers will yield to pedestrians at all times. I/We agree to be responsible for compliance with all laws and government regulations in the use of the golf cart, including, without limitation, restrictions on what time of day golf carts are permitted to be used.

The number of passengers may not exceed the manufacturer's designed and installed seating capacity. All passengers must be seated during operation.

Alcoholic beverages are not permitted in any golf carts. No alcohol is to be consumed by any driver or passenger while the golf cart is in use, and no driver shall operate any golf cart while under the influence of alcohol or any other intoxicating substance.

I/We, further represent that the use of the golf carts will be at the direction of _____ (“Responsible Party”). I/We acknowledge and agree only drivers with a valid driver’s license over the age of eighteen (18), unless applicable state law requires a higher age limit, shall operate the golf carts and only under the direction of the Responsible Party. I/We agree to assume total responsibility for any damage injury (customary wear and tear excluded) which might result from such use and also to pay costs of any repairs for damages which may be caused to or by the golf carts while they are in use and in our possession.

Further, I/we hereby assume all risks inherent in the use of the golf carts and agree to fully indemnify, defend and hold harmless Charleston Golf Cart Rentals, LLC, Avocet Properties, Inc., and the owner(s) of the rental property, their subsidiaries and affiliates, and their respective managers, members, officers, employees, directors, shareholders, and agents (collectively, “Indemnified Parties”) from and against any and all claims, counterclaims, demands, judgments, suits, actions, legal or administrative investigations or proceedings, liabilities, damages, losses, and costs and expenses whatsoever (including reasonable legal fees and disbursements), arising out of any personal injury, death or damage to property which may be sustained or may hereafter be sustained in connection with the use of the golf carts, including, but not limited to, those arising out of or resulting from claims, demands, or actions by third parties based upon the golf cart user’s negligence or intentional acts or its failure to comply with applicable law, including without limitation personal injury and property damage claims. To the fullest extent permitted by law, I/we hereby (a) waive any and all claims (present, future, fixed and contingent) and associated damages, losses and liabilities against the Indemnified Parties arising out of or relating to the use of the golf carts, and (b) release the Indemnified Parties from every such claim, damage, loss and liability. In no event shall the Indemnified Parties be liable for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this the use of the golf carts by any person, regardless of the theory of recovery. Further, I/we covenant that I/we will not sue or make a claim against the Indemnified Parties in the event of any claim, damage, loss or liability.

I hereby acknowledge acceptance of the terms of this agreement, waiver and release this ____ day _____, 20__.

BY: _____

PRINT NAME: _____

Charleston Golf Cart Rentals, LLC: _____

