

TIKI GOLF CART RENTAL AGREEMENT

In consideration for the rental of a LSV (hereinafter referred to as "golf cart") by Tiki Golf Carts, I, _____, agree to the following listed terms and conditions. If I violate any of the below listed, I agree and understand that further use of the golf cart may be revoked immediately and without notice.

- I agree to return the golf cart to the rental location provided by me at time of reservation at the completion of the rental term and in as good condition as I received, excluding normal wear and tear.
- I agree to operate the golf cart safely and responsibly, and I will preserve and protect the golf cart from loss or damage to the cart itself, my person and property, as well as the persons and property of others.
- I agree and understand failure to comply with the terms of this agreement will result in a forfeiture of my rental fees.
- I agree to be legally and financially liable for all costs of repairs to the golf cart and for the loss, damage and/or injuries to my person and property and the persons and property of others, regardless of fault.
- I agree to reimburse Tiki Golf Carts for any uncovered costs, including but not limited to, deductibles and any uninsured losses.
- I agree to hold harmless, defend and indemnify Tiki Golf Carts for all damages and claim of any nature whatsoever that arise from the use of said golf cart during the rental term, including but not limited to, claims for damages to the golf cart, my person and property and the persons and property of others.
- I agree to become familiar with the use and operation of said golf cart and to read the attached "GOLF CART INFORMATION SHEET" and any other instructions provided to me by Tiki Golf Carts. I agree that I will operate the golf cart in accordance with said instructions.
- I agree to contact Tiki Golf Carts if I have any questions or concerns about operating the golf cart or if my guest(s) or I have caused any damage to the golf cart or others.
- I agree to examine and inspect the safety and mechanical condition of the golf cart, immediately reporting any problems or concerns prior to the operation of same.
- I understand that a golf cart is subject to the same laws and regulations pertaining to motor vehicles and therefore agree that the golf cart will be operated in accordance with the laws of the State of North Carolina, including but not limited to the requirement that persons operating the golf cart must not be under the influence of alcohol and/or illegal substances.
- I agree that I personally, will be responsible for all moving and/or parking violations issued to the golf cart while it is in my possession, under my control or at any time during the rental term.
- I agree that I will not operate the golf cart in the surf or allow salt water to come in contact with the mechanical or electrical components.
- I agree that NC law prohibits me from driving the golf cart on major interstates and highways and that Tiki Golf Carts prohibits me from driving the golf cart off of Ocean Isle Beach.
- I agree that only persons aged 18 and over, who possess a valid state issued driver's license and insurance as required by law, shall be permitted to operate the golf cart.
- I agree the privilege of using the golf cart can be revoked without notice by Tiki Golf Carts, in their sole discretion, for any violation of this agreement. I further agree that I shall not be entitled to any rental fee refund for such revocation of privilege.
- I acknowledge that if the golf cart should become inoperable through no fault of mine, Tiki Golf Carts will take reasonable steps to have the golf cart repaired or replaced. In the event the golf cart can not be repaired or replaced, a refund will be issued for the unused term of the rental agreement.

By my signature below, I certify that I understand and agree to the conditions set forth in this Tiki Golf Cart Binding Golf Cart Agreement. I acknowledge that I have signed this document voluntarily and freely, and that my signature creates a contractual obligation that binds me, my guests, and all passengers.

Signature _____ Dated _____

Print Name _____ Driver's License Number _____ Issuing State _____

Insurance Carrier _____ Policy Number _____

TIKI GOLF CART RENTAL AGREEMENT

Please read carefully before signing and returning

This agreement is between Tiki Golf Carts & _____, hereinafter referred to as the Recipient.

Tiki Golf Carts agrees to provide _____ golf cart(s) for a period of _____ week(s).

Beginning Date: (AM or PM) to Ending Date: (AM or PM)

Delivery Time: Pickup Time:

RENTAL TERMS:

- Repair costs incurred due to abuse or damage to the golf cart(s) will be the responsibility of the Recipient.
- Costs to repair or replace the golf cart(s) and associated accessories because of any accident, vandalism, fire or theft will be the responsibility of the Recipient.
- The Recipient shall not permit anyone unlicensed or under the age of 18 to operate the golf cart(s).
- The Recipient shall defend, indemnify and hold harmless Tiki Gold Carts, as well as their agents, employees and affiliates, against all losses, damages, liabilities or expenses including but not limited to, reasonable attorney's fees and litigation costs, any of which are incurred arising out of the possession or use of the golf cart(s) by Recipient.
- Golf Cart rentals may be cancelled with a full refund up to 60 (sixty) days prior to first rental day from Memorial Day through Labor Day (Peak Season). During non-peak season, rentals may be cancelled with a full refund up to 30 (thirty) days prior to the first rental day.
- Tiki Golf Carts shall have the right to terminate this agreement and take possession of the golf cart(s) for any reason.
- If paying by credit card, your credit card will be debited for the full rental fee at time of booking.
- The Recipient agrees to allow Tiki Golf Cart to perform weekly inspections of rental cart (Applicable to rentals longer than 2 weeks only)

RENTAL FEE: \$ _____ DAILY \$ _____ WEEKLY \$ _____ MONTHLY
EXTENDED LEASE RATE \$ _____
PLUS APPLICABLE TAXES
Total Due \$ _____

- ATTACHED IS MY CHECK OR MONEY ORDER IN THE AMOUNT OF \$ _____ U.S. FUNDS
- PLEASE CHARGE MY CREDIT/DEBIT CARD IN THE AMOUNT OF \$ _____ U.S. FUNDS

CARD TYPE: VISA MASTERCARD DISCOVER
CARD NUMBER: _____
EXPIRATION DATE ____/____ SECURITY CODE _____ BILLING ZIP CODE _____

I, the undersigned, hereby certify that I have read and agree fully to the terms and conditions set forth in this agreement. If paying by credit card, I authorize Tiki Golf Carts to charge the full rental fee to the credit card provided above.

Print Name: _____

CC Billing Street Address: _____ City/State/Zip: _____

Daytime Phone: _____

Signature: _____ Date ____/____/____

TIKI GOLF CARTS INFORMATION SHEET

- CHARGING AN ELECTRIC GOLF CART

The provided golf cart charger is “automatic” and will shut off automatically when the cart is fully charged. Insert the large grey end of the charger into the charging port located on the driver’s side of the cart, just below the operator. The plug will only fit one way.

The power cord end requires 110v service only, with a recommended 20amp circuit. It is your responsibility to ensure that receptacles with adequate power are available to charge the golf cart.

Electric golf carts are equipped with a battery gage, indicating when the batteries charge is low. It is recommended the golf cart is placed on charge anytime not in use, or at a minimum charged every night, regardless of the indicated charge level. This will insure you get the most out of the golf cart for the duration of your rental. Keep in mind that electric golf carts cannot, and are not designed to, run continuously without charging the batteries. Run times vary and will be shortened if the golf cart is driven in loose sand or when carrying multiple passengers.

- PUSHING, PULLING OR TOWING A GOLF CART

If for ANY reason you have to push, pull or tow the golf cart, you MUST first place the golf cart in the “Tow” position. To do this, raise the front seat up and locate the “Run/Tow” switch. Once the toggle is switched to the “tow” position the cart will roll freely.

- PASSENGER ALLOWANCE

At no time should there be more than four (4) passengers on a four (4) seater golf cart (Ex. TXT Freedom) or more than six (6) passengers on a six (6) seater golf cart (Ex. Express S6). Allowing more than the allowed maximum number passengers on the cart may result in injury any may result in suspension damage. Damage to the golf cart caused by this will be charged to your credit card on file.

- LIFTED CARTS & SPEEDS

Do NOT make turns at high speeds. Slow down to make turns or on curves in roadways, especially with carts that have altered suspensions (“Lift Kits”), as they are prone to rollover at high speeds.

- GOLF CART KEY

You will be provided with one (1) key for your rented golf cart. The key must be removed from the golf cart anytime it is left unattended. Loss or theft of the golf cart key may result in a replacement fee being charged.

It is our goal at Tiki Golf Carts to provide our customers with reliable golf carts by which we perform routine maintenance and battery discharge testing. This is to ensure you get the most use out of the golf cart with each charge. In the event a problem does arise we ask that you first check to ensure that all operating instructions are being followed, that the charger is connected properly and that the golf cart has a sufficient charge. Do not, for any reason, attempt to perform maintenance or repairs on the golf cart. If you are unable to resolve the problem, contact Tiki Golf Carts immediately and we will send out a mechanic as soon as possible. Should the problem result in the loss of use during the agreed upon rental time, you will be refunded appropriately. Failure to notify us of a problem will result in the forfeit of any refund for the period we were not notified of the problem. In the event we are requested to make a service call and it is determined that the problem is a result of improper operation of the golf cart or failure to properly connect the charging system, a fee may be charged. Our golf carts are inspected for damage at both the time of delivery and time of pickup. If the golf cart is damaged during the rental period, an estimated repair cost will be charged to your credit card on file.

Tiki Golf Cart Use Only

Cart Serial Number(s):

Damage Inspection Y / N

Date Paid ___/___/___

Cart ID Number(s):

THANK YOU FOR CHOOSING TIKI GOLF CARTS

