

RENTAL AGREEMENT and Indemnity Clause

RECREATIONAL USE ONLY. Any attempt of speeding, racing, jumping of this Cart or other reckless driving or driving under the influence of alcohol or drugs will result in the loss of deposit. Renter is responsible for all Damage to property, persons, and damage to Golf Cart.

Golf carts are rented by the night and 2 night minimum required.

Hours of use are same as Rental Unit, 4 pm start / 10 am ending. Nightly rates apply unless arrangements are made in advance.

Rental Rules and Regulations:

- The **primary renter/person responsible for golf** cart must be min. of 21 years of age and have a valid driver's license.
- The golf cart must be driven on Tradewinds property & old Homosassa roadways only. Access on grass to Docks & to Fishing Piers is allowed. Avoid riding on other grassy areas and between Condo Units.
- When not in use Golf Cart **MUST** be stored in Garage. If you have Children, we recommend removing the key.
- Cost of lost Key is \$50.
- Golf cart must be returned to Garage at the end of the agreed rental period.
- **Licensed drivers ONLY** are permitted to operate the golf cart. Driver must be a minimum age of 16 to operate the rental golf carts with a valid driver's license. **Under NO circumstances** is anyone under the age of 16 permitted to operate a Rental Golf Cart on the premises.
- Golf carts must move to the right and yield the right of way to faster moving vehicles.
- The driver and every occupant of a golf cart must remain seated in a seat designed to hold passengers while the golf cart is in motion. Seats only for 6 – Unless transporting gear in THE TRANSPORTER. The REGULAR GOLF CART – Seats only for 4.
- No person may ride in the lap of the driver or any other occupant.
- Golf Carts operated after sunset must have lights turned on. Please respect your neighbors and the quiet hours.
- All Renters using a golf cart (Your own or that of Unit Owner) will be required to sign a disclaimer prior to occupancy of Unit and will be responsible for all damage to said cart as well as any damage to owner's or Tradewinds property.
- THE TRANSPORTER: Golf Cart Charger must be plugged in at the end of each day's use.
- GAS GOLF CART: Will have gas – any more gas needed is responsibility of Renter.
- Bring Keys on Boat w/ you. **DO NOT LEAVE KEYS IN UNATTENDED CART!**
- Do not drive Golf Cart through puddles as electrical damage may occur.

All drivers & passengers are aware driving or riding in golf cart is a very dangerous sport & agree to rent & utilize vehicle at own risk claiming no legal responsibility whatsoever to or their person because of an accident or incident to third parties or themselves. Regardless of consequences to person, property or damages incurred during driver's rental of vehicle.

Use of golf carts at Tradewinds & in Old Homosassa is a privilege (West and South of Tradewinds is Golf Cart legal, East and North of Tradewinds is NOT Golf Cart legal!). Violation of Rules & Regulations shall entitle Golf Cart owner to cancel renter's Golf Cart privileges. Upon such cancellation, renter shall not be entitled to a refund of any fees!

Renters agree that they are solely responsible for any and all damages while the cart is in their care, custody, and control and warrant that they have inspected said vehicle at time of rental and affirm they are familiar with the operation of the golf cart in regard to, but not limited to steering, braking, and speed control device (accelerator).

Should the golf cart incur total damage or enter a body of water during this contract agreement period, Renter is subject to being charged the full price of the golf cart. Average price of a cart is \$4,500 - \$8,500.

Notify the Unit Owner immediately if there are any mechanical problems or failures with the Golf Cart.

Non-compliance to these rules and If found allowing underage drivers, you (renter) forfeit use of golf cart, without any refund during the rental period.

Renter will hold owner harmless from and against any and all liability, including bodily injury and property damage, arising out of the use or operation of the Golf Cart by Renter or anyone using or operating the Golf Cart with Renter's express or implied consent. We recommend reserving Golf Cart prior to Check-in. No refunds on Golf Carts that are not used due to inclement weather.

The renter fully understands and acknowledges the rules, regulations, penalties, and legal aspects of renting this Golf Cart.

Signature of Renter: _____ Lic. # _____ State: _____

Date of Use: From: _____ To: _____