



- Only Authorized Drivers are permitted to use the Vehicle, cart, Low Speed Vehicle (LSV). “Authorized Driver” means the renter and each additional driver listed by us in this Agreement, as long as each such person has a valid driver’s license and is at least age 24. Only Authorized Drivers are permitted to use the LSV.
- Indemnity; No Warranties. To the fullest extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all judgments, claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental, your use of the Vehicle or our repossession of it, and/or your use of optional equipment (“Optional Equipment”). We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment that we rent to you for use in the vehicle, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.
- You voluntarily agree to accept the risk of using a LSV and on behalf of yourself, your personal representatives and your heirs hereby voluntarily release the aforementioned business, and its owners, officers, employees, and agents from any and all claims, actions, causes of actions, suits, judgements and demands for bodily injury, property damage, loss of life and/or loss of services, in law or equity, that may in any way or manner arise out of use of the golf cart.
- The LSV cannot be driven over curbs, off road, on beaches, bike paths or sidewalks. The primary renter and authorized additional renters understand and agree that the rented LSV must be operated adhering to all normal rules of the road.
- Children under the age of three must be secured in a car seat. All passengers are required to wear seatbelts while the LSV is in motion. LSVs are only to be operated on roads with speed limits no greater than 35 miles per hour.
- Insurance; Handling Accidents/Incidents. You are responsible for all damage or loss you cause to others. You agree to provide automobile liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where state law requires us to provide auto liability insurance, or if you have no auto liability

insurance, we provide auto liability insurance (the "Policy") that is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury liability coverage and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. The Policy does not cover injury to you. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage to the extent permitted by law. To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by law. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

- Responsibility for Damage or Loss. You are responsible for all damage to, loss of, or theft of the LSV during the Rental Period, including damage caused by collision, weather, terrain conditions, and acts of God. Your responsibility will include: (a) all damage to the Vehicle measured as follows: (i) if we determine that the LSV is a total loss, the fair market value of the LSV, less salvage; (ii) if we determine that the LSV is repairable: (A) the difference between the value of the LSV immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate by either the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use is payable regardless of fleet utilization; (c) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (d) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them. Where permitted by law, you authorize us to charge you or card on file for the actual cost of repair or replacement of lost or damaged items at the time of return.
- Prohibited Use of the LSV. Certain uses of the LSV and other actions by you or another driver or a passenger are prohibited uses ("Prohibited Uses"). The following are Prohibited Uses of the LSV: (a) by anyone who (i) is not an Authorized Driver, or whose driving license is suspended in any jurisdiction; (ii) is under the influence of a prescription or non-prescription drug, controlled substance, or alcohol; (b) in furtherance of any illegal purpose or under any circumstance that would constitute a felony or other violation of law (other than a minor traffic violation); (c) to carry persons or property for hire; (d) to push or tow anything, to teach anyone to drive, or to carry objects on the roof of the LSV; in any race, speed test or contest; (f) to carry dangerous or hazardous items or illegal materiel; (h) when loaded beyond its capacity as determined by the manufacturer of the LSV; (i) on unpaved surfaces; (j) to transport more persons than the LSV has seat belts, or to carry persons outside the passenger compartment; with inadequately secured cargo; (o) after an accident with the LSV unless and until you summon the police to the accident scene; (q) in or through any structure or underpass where there is insufficient clearance (width or height); (r) by anyone who is driving or operating the LSV while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode.; or (s) in a reckless manner or with willful or intentional disregard to the LSV or to third parties and their property. The following are also Prohibited Uses: failure to notify us and the police of an accident, theft, or vandalism involving the Vehicle; providing false, misleading or fraudulent information to us or withholding information that would have caused us not to rent the Vehicle; and smoking or vaping any substance in the LSV. PROHIBITED USE OF THE LSV VIOLATES THIS AGREEMENT, AUTOMATICALLY TERMINATES YOUR RENTAL, AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (TO THE EXTENT PERMITTED BY

LAW).

- **Payment; Charges.** You permit us to reserve against your payment card (“Reserve”) or take a cash deposit (“Deposit”) at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges, but will not use the Reserve or Deposit to pay for damage to the LSV for which you may be responsible unless you agree separately to allow it after the amount of damage is determined. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your payment card issuer’s rules will apply to your account being credited for the excess and it may not be immediately released by your card issuer.
- **Responsibility for Traffic Violations and Other Charges.** You are liable for all parking citations, other fines, fees, and penalties (each a “Violation”) assessed against you, us or the LSV during the Rental Period. If we are notified by charging authorities that we may be responsible for payment of a Toll or Violation, you agree that we or a processing firm (“Processor”) may, in our sole discretion and without prior notice to you, pay the Toll or Violation plus applicable taxes on your behalf directly to the appropriate authority. If we or a Processor elect to pay a Toll or Violation, you may not be able to challenge the validity of the Toll or Violation before the charging authority. We or the Processor will charge you the face value of the Toll or Violation and any taxes, plus an administrative fee per Toll and Violation. If we or a Processor, in our sole discretion, elect to transfer liability for a Toll or Violation assessed against the LSV during the Rental Period to you personally, we or the Processor will charge you an administrative fee per Toll or Violation. You authorize us to release your rental and payment card information to the charging authorities and the Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us and the Processor to charge all payments and administrative fees to the payment card you used in connection with this Agreement.
- If Vaca Cart Rentals LLC has to tow your cart due to dead batteries, cart is out of gas or any other type of damage requiring a tow you will be subject to a \$500 tow charge. Lost keys will be subject to \$50 loss fee. Missing/damaged speaker bar \$350. LSVs are often turned over to other customers immediately following pickup. If LSV is not fully charged/full of gas upon pickup, renter will be charged \$100.
- You must not attempt to transport more people than the cart was designed for. If the management determines in its sole discretion that you have misused the golf cart in any way, it will require an immediate return without a refund. **WE DO NOT GIVE WARNINGS. WE WILL TAKE YOUR GOLF CART!**
- **Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. To the extent permitted by law: (a) you waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement; and (b) you release us from all liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the

- Optional Equipment. We offer certain Optional Equipment upon request and subject to availability for your use during the Rental Period at an additional charge. All Optional Equipment is rented AS IS and must be returned to us at the end of the Rental Period in the same condition as when rented. A \$75 fee will be charged for any coolers not returned or returned in an unserviceable condition.
- All Veterans, First Responders and Health Care Professionals must provide proof of current status in order to receive the 10% discount off of rental price.
- Credit card on file will be authorized at the commencement of rental date for a damage deposit of the repair cost of the LSV rented. Customer is responsible for the return of this equipment in the same state in which it is rented out. Customer agrees to pay in full for any repairs or replacement if the equipment is damaged.
- Cancellations made before two weeks of the scheduled arrival date will be subject to a 20% cancellation fee. Cancellations made within two weeks of the scheduled arrival date are non-refundable.
- Vaca Cart Rentals reserves the right to cancel all rentals in the event of severe weather forecasts i.e. hurricanes etc.
- Vaca Carts does its best to get you the exact cart you reserved. However, if your cart is out for service or being repaired we will supply you with a suitable substitute.
- Not all communities in the Florida panhandle allow the operation of LSVs in them. It is the customer's responsibility to insure the community they are staying in allows LSV to operate in them. Do not place your reservation with us until you've checked with your property manager to ensure your community allows carts. In the event it is discovered the community does not allow LSV rentals then a cancellation fee \$150 will apply.

** \$250 Accident Forgiveness has no cash value and will not be applied to the cost of the LSV rental. The \$250 Accident Forgiveness only applies when in the opinion of Vaca cart Rentals LLC that cost to repair damage to the LSV will be under \$250 and therefore the customer will not be charged a repair fee.