**TERMS AND COMDITIONS**

1. Lesse agrees to pay in the event the cart is lost, stolen or damaged the replacement or repair cost at retail value.
2. Carts shall not be removed from Lesse’s premises by anyone other than Lessor.
3. Carts are to be used for business use and/ or transportation of players/ attendants at the Lessee’s event and /or course.
4. Lesse agrees to provide safekeeping and housing under suitable cover and shall remove the ignition key after use.
5. Lesse will furnish electricity/gas and pay all costs pertaining to the charging and preparing carts during lease term.
6. Lessee shall report immediately to Lessor any damage to the lease carts upon discovery and all information concerning the cause and such damage and the responsible parties.

**Other Fees, in addition to the cart rental rates above:**

1. A fee of $250.00 will be charged if the cart engine governor is tampered with or modified during the event rental.
2. The full cart rental amount will be charged upon delivery.
3. Late orders cannot be guaranteed and will be filled on an” as available” basis.
4. A fee of $20.00 per key will be charged for lost cart keys.
5. A fee of $125.00 will be charged for decals and and/or stickers applied to carts and not removed before returning.

**Safety and Security**

1. All vehicles shall be locked to prevent theft or vandalism when parked.
2. When practical, it is a good ideal to assign a person to a specific vehicle. It will discourage abuse of the equipment.
3. **DO NOT** modify any of the factory settings (i.e., the governor, accelerator, cable, etc..) on the engine. Modifications can result in damage to the vehicle(s) as well as incurring additional fees.
4. All vehicle settings are checked for correct working order before delivery.
5. Only two (persons) are allowed on the vehicles at any one time, with the exception of the multi-person carts.
6. Operator must obey all warning decals and operations instructions posted inside the vehicle.
7. **DO NOT** overload any cart vehicles.

**Additional Payments**

The credit card information provided on the Credit Card Authorization Form will be utilized to process payment or any additional rental or fees due as stated above.

**RELEASE OF LIABILITY AND INSURANCE REQUIRMENTS**

**The undesigned (“Company”) hereby agrees to release, hold harmless, indemnity and defend American Wheel & Tire # 2, LTD, their respective subsidiaries and assigns, affiliate companies, and their respective members, shareholders, officers, directors, agents, employees (collectively the “Additional Insured Parties”) from any and all liability or damages including reasonable attorney fees arising from injuries to person(s) or damage to property, including but not limited to damages to the cart itself, which may arise from the use, storage or rental of to others by the company named below, its employees, agents or representatives. Company agrees that its right to sublease to others in no way relives it of this indemnification responsibility to the lessor.**

Proof of general liability insurance (or automobile liability in the vent the golf cart being registered is street legal) with limits of no less than $1 million per occurrence, naming all the “Additional Insured Parties” as Additional Insured, and shall state that such insurance is primary and non-contributory to any other insurance that may be available to an ( Additional Insured Parties” and that a Waiver of Subrogation applies in favor of the Additional Insured Party and must be active throughout the term of the agreement.

Proof of “All Risk” property insurance coverage including theft, flood, and earthquake, for rented carts/equipment when more than 10 units are leased at any one time. Certificate of Insurance must be supplied along with this form.

**I have read, understand, and accept all term of use. The undersigned has the requisite authority to bind the Company to the obligations herein. My signature below signifies full and total acceptance and agreement to comply.**

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**Name of the Company**  **Name of Authorized Representative**

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**Date** **Signature of Authorized Representative**