

SUNWEST GOLF CARTS, LLC

Golf Cart Rental Agreement

By booking a golf cart rental with Sunwest Golf Carts, LLC ("Sunwest Golf Carts"), the undersigned renter ("Renter") acknowledges that they have read, understand, and agree to the following Terms and Conditions.

Payment Authorization

The Renter authorizes Sunwest Golf Carts to charge the total rental amount to the credit card provided one (1) week prior to the reservation start date.

The Renter understands and agrees that they are fully responsible for the golf cart(s) and all accessories during the rental period. The Renter agrees to operate the golf cart(s) safely and responsibly and accepts responsibility for any loss or damage that occurs while the golf cart(s) are in their possession.

Refund Policy

All rental payments are non-refundable. In the event of any catastrophic issues or device failure, our team will work to rectify the situation in a timely manner.

Delivery and Pickup

Delivery fees must be paid in full prior to delivery of the golf cart(s). The delivery fee includes both delivery and pickup.

Delivery Fees

- \$25 for deliveries within 10 miles of Sunwest Golf Carts.
- \$1.00 per mile for deliveries beyond 10 miles.
- Rentals located more than 25 miles from Sunwest Golf Carts require prior approval.

Late Pickup / Additional Rental Charges

The Renter agrees to have the golf cart(s) available at the designated pickup location at the agreed-upon pickup time.

If the golf cart(s) are not available for pickup at the scheduled time, unless otherwise agreed by Sunwest Golf Carts, the Renter agrees to pay:

- One additional rental day for each day the golf cart(s) remain unavailable.
- A supplemental pickup fee of \$50.

Optional Damage Protection

If the Renter declines the optional Damage Protection, the Renter accepts full financial responsibility for any damage beyond normal wear and tear. This is inclusive of: damage to the golf cart(s) and all accessories, battery charger(s), keys etc. Sunwest Golf Carts reserves the right to bill any damage to the payment method on file.

The Renter's responsibility begins upon delivery of the golf cart(s) and ends only when the golf cart(s) have been returned and accepted/inspected by Sunwest Golf Carts.

If the Renter purchases the optional Damage Protection, accidental damage is covered up to a maximum of \$350. Transportation or recovery of the golf cart(s), if required due to covered accidental damage, is included.

Damage, Loss, and Replacement Charges

The Renter is responsible for all vandalism, theft, loss, or damage occurring while the golf cart(s) are in the Renter's possession.

The Renter authorizes Sunwest Golf Carts to charge the credit card on file for any applicable repairs, replacement costs, or fees, including but not limited to:

Item	Fee
Battery Charger	\$350
Broken Windshield	\$150
Lost or Replacement Key	\$50

Additional repair or replacement charges may apply if damages exceed the amounts listed above.

Damage Disputes

If the parties cannot agree upon the cost of repairs or replacement, the value shall be determined by an independent third-party company selected by Sunwest Golf Carts that has no affiliation with either party.

The Renter agrees to pay all reasonable attorney's fees, court costs, and collection expenses incurred by Sunwest Golf Carts in recovering any amounts owed under this Agreement, as permitted by applicable law.

Waiver of Liability and Hold Harmless Agreement

The Renter voluntarily assumes all risks associated with the operation and use of the rented golf cart(s).

The Renter hereby releases, waives, and forever discharges Sunwest Golf Carts, LLC, its owners, officers, employees, agents, affiliates, contractors, successors, assigns, and any resort, campground, or facility where the golf cart is operated from any and all liability for personal injury, death, property damage, or other claims arising from the use, operation, or possession of the rented golf cart(s), except to the extent prohibited by applicable law.

Authorized Driver

The Renter certifies that:

- Is at least 18 years of age.
- Possesses a valid driver's license.
- Is the only authorized operator of the rented golf cart(s), unless otherwise approved in writing by Sunwest Golf Carts.

The Renter accepts full responsibility for any person who rides in or on the golf cart(s), whether with or without the Renter's permission, and agrees to indemnify and hold harmless Sunwest Golf Carts from any claims, injuries, damages, or liabilities arising from the operation or use of the golf cart(s).

Binding Agreement

It is the Renter's express intention that this Release and Hold Harmless Agreement shall be binding upon the Renter, their spouse, family members, heirs, executors, administrators, assigns, and personal representatives.

This Agreement shall serve as a complete release, waiver, discharge, and covenant not to sue Sunwest Golf Carts, LLC, its owners, employees, officers, agents, contractors, affiliates, successors, assigns, and any property owner or facility where the golf cart is operated.

Credit Card Authorization for Damages

If the Renter declines the optional Damage Protection and any damage occurs to the golf cart(s), or if the golf cart(s) are returned without the battery charger, keys, or any other equipment provided at delivery, the Renter authorizes Sunwest Golf Carts to charge the credit card on file for all repair or replacement costs, including a **\$50 replacement fee for any lost or unreturned key**, in addition to any other applicable repair or replacement charges.

Failure to Return Rental Property

The Renter acknowledges that failure to return rented property may constitute a criminal offense under Florida Statute § 812.155, in addition to full attempts to recover the cost of the vehicle, any associated accessories, and daily costs of rental using any stored payment methods.

Acknowledgment

I certify that I have carefully read this Golf Cart Rental Agreement, fully understand its contents, and voluntarily agree to all of the terms and conditions contained herein.