

Sunwest Golf Carts Rental Agreement

Upon booking a golf cart(s) rental from Sunwest Golf Carts, LLC, recipient is agreeing to the terms and conditions outlined below:

- I authorize the total rental Amount to be charged to my credit card one week prior to my reservation start date. I understand I am fully responsible for the Cart(s) during the rental period and any damage or loss incurred while in my possession and assure proper use of the Cart(s) I am renting.
- I may cancel my rental and receive a full refund if cancelled before 1 week prior to the start date of the reservation. I may cancel my reservation with the week prior to the reservation date and will receive a refund with the deduction of 25%, restocking/admin fee.
- I understand that there is a Delivery fee to be paid in full prior to the delivery of the Cart(s). The delivery fee will include the delivery and pick up of the golf Cart(s).
- - Delivery Fee: \$25 within 10 miles. \$1 per mile over 10 miles.
 - No rentals over 25 miles from Sunwest Golf Carts without prior consent from Sunwest Golf Carts
- If my Cart(s) is/are not present at the pick-up location at the time I designate (during reservation or by pre-arrangement by phone/email), I understand that I will be charged for the extra rental day(s) in excess of the lateness, with the first penalty day beginning at the time of the originally negotiated pick-up time, and I will further incur a supplemental pick-up fee of \$50. Unless otherwise agreed.
- If I do not take optional insurance provided, I hereby agree to take sole responsibility for any damages outside of normal wear and tear of the Cart(s) including accessories such as the battery charger and key while in my possession; my possession starts when I receive the cart(s) and ends when I return the cart(s).
- I understand upon selecting the optional insurance of the cart(s) that I am covered for accidental damage to the amount of \$350.00. This will cover transportation, if needed.
- I understand that I am personally responsible for all vandalism and/or loss of cart(s) while in my possession and I authorize Sunwest Golf Carts, LLC to charge any damages to my credit card provided upon rental. I understand and authorize Sunwest Golf Carts, LLC to charge my credit card for anything that applies:
 - Battery charger fee of \$350
 - Broken windshield fee of \$100
 - Replacement for lost Key of \$25

- If a dispute arises, I agree to a third-party company appointed by Sunwest Golf Carts, LLC, not associated with either myself or Sunwest Golf Carts, LLC, will decide the cost of damages or replacement value if both parties cannot reach a mutual agreement. The renter shall pay any legal fees incurred by Sunwest Golf Carts to obtain monies owed by the renter.

Waiver of Liability and Hold Harmless Agreement

- I hereby release, waive, and discharge the right to seek medical reimbursement or the legal prosecution of Sunwest Golf Carts for any physical injury resulting or property damage from the use of the Cart(s) provided by Sunwest Golf Carts, LLC.
- I agree to be the sole person driving the rental Cart(s) and that I hold a valid driver's license and am over the age of 18 at the time of rental. I am fully responsible for any person(s) who, with or without my consent, sit on, stand, or ride the Cart(s) and I hereby indemnify Sunwest Golf Carts and any resort or facility that the cart is being used at, for any legal prosecution from physical injury resulting to myself or someone else or property damage from the Cart(s) provided by Sunwest Golf Carts.
- It is my express intent that this Release & Hold Harmless Agreement shall bind my family if I am alive and my heirs, assigns, and personal representative if I am deceased. It shall be deemed as a release, waiver, discharge, and covenant not to sue Sunwest Golf Carts, or any resort or facility where cart is being used, independent contractors, officers, agents, employees, and affiliates.
- Should I not take the optional insurance on the Cart(s) and should any damage be caused to a cart, or the Cart(s) is/are returned without the charger, keys, or any other component part of the machine, I authorize Sunwest Golf Carts to take funds from my credit card to cover the repairs or replacement to the Cart(s).

Florida Statutes 812.155, Paragraph 3

FAILURE TO RETURN HIRED OR LEASED PERSONAL PROPERTY.—Whoever, after hiring or leasing personal property or equipment under an agreement to return the personal property to the person letting the personal property or equipment or his or her agent at the termination of the period for which it was let, shall, without the consent of the person or persons knowingly abandon or refuse to return the personal property or equipment as agreed, commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#), unless the value of the personal property or equipment is of a value of \$300 or more; in that case the person commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

I, the undersigned, hereby certify that I read and agree fully to the terms and conditions set forth this agreement.

Signature: _____ Date: _____

Printed Name: _____

Authorized Signature: _____ Date: _____

Printed Name: Jeffrey Bomgardner