

**Surfside Island Mon - BINDING BEACH GEAR AGREEMENT**

In consideration for the rental of the golf cart provided by SURFSIDE ISLAND MON.

I, \_\_\_\_\_, agree to the following conditions. In the event that I violate any of the following conditions, I agree and understand that further use of the golf cart may be revoked immediately and without notice or refund:

I promise to return rental equipment to the location provided immediately upon completion of the rental period in as good condition as I received the same, normal wear and tear accepted. I will operate the golf cart safely and responsibly, and I will preserve and protect the golf cart from loss or damage to the cart itself, my person or property, and the persons or property of others. I agree and understand failure to comply with the terms of this agreement will result in a forfeiture of my rental fees and deposit. I agree to be legally and financially liable for all costs of repairs to the golf cart or other rental equipment and for the loss, damage and/or injuries to my person or property and the persons or property of others regardless of fault. I agree to reimburse the golf cart owner for such unrecovered costs, including but not limited to deductibles and any uninsured losses. I agree to hold harmless, defend and indemnify Surfside Island Mon., for any and all damages and claims of any nature whatsoever that may arise from the use of said golf cart or rental equipment during the time of the rental period, including but not limited to claims for damages to the golf cart itself, my person and property and the persons and property of others. I agree to become familiar with the operation and use of said golf cart, to read the "GOLF CART INFORMATION SHEET" and any other instructions provided to me regarding the cart, and to operate the golf cart in accordance with said instructions. I agree to contact SURFSIDE ISLAND MON. If I have any questions or concerns about operating the golf cart or if my guest or I have caused any damage to the golf cart or others through the use of the golf cart. I agree to examine and inspect the safety and mechanical condition of the golf cart, reporting any concerns or problems before driving the vehicle. Initial \_\_\_\_\_

I understand that a golf carts and bicycles are subject to the laws and regulations pertaining to motor vehicles and therefore I agree that the golf cart will be operated in accordance with the laws of the State of Texas and the Village of Surfside Beach, including but not limited to:

1. Only persons possessing a **valid driver's license** and insurance as required by law shall be permitted to drive the golf cart. Initial \_\_\_\_\_
2. Persons driving the golf cart must not be under the influence of alcohol and/or illegal drugs. Initial \_\_\_\_\_
3. I am responsible for all moving and/or parking violations issued to said cart while it is in my possession, under my control, or at any time during the rental period. Initial \_\_\_\_\_
4. The golf cart must not be operated after dark Initial \_\_\_\_\_
5. The golf cart must not be driven on Bluewater Highway or Fort Velasco Road. Initial \_\_\_\_\_
6. The maximum occupancy of the golf cart is four persons, including children. Initial \_\_\_\_\_

I realize that operating the cart **in or near the water**, will allow water to come in contact of mechanical or electrical components and will render the cart inoperable. I understand that if the cart is rendered inoperable by driving in or near the water, my rental privilege will be revoked immediately. I further agree I shall not be entitled any rental refund or deposit for such revocation of privilege. I agree the privilege of using the golf cart can be revoked without notice by SURFSIDE ISLAND MON. in their sole discretion, for any violation of this agreement. Initial \_\_\_\_\_

I understand that if the golf cart should become inoperable through no fault of mine, SURFSIDE ISLAND MON will take reasonable steps to have the vehicle repaired. In the event the golf cart can not be repaired or replaced, a refund will be issued towards the unused rental agreement period. Initial: \_\_\_\_\_

By my signature below, I certify that I understand and agree to the conditions set forth in the SURFSIDE ISLAND MON. Binding Golf Cart Agreement. I acknowledge that I have signed this document voluntarily and freely and that my signature creates a contractual obligation that binds me, my guests and all passengers.

\_\_\_\_\_  
Operator's Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
DL# \_\_\_\_\_ State \_\_\_\_\_

## Surfside Island Mon - Golf Cart Information Sheet

Cart charger needs to be kept out of the weather and off of the beach at all times. It is recommended that the charger be left at the residence while operating cart.

Key must be removed from cart anytime it is left unattended.

Charger is "automatic" and will shut off automatically when cart is fully charged. Large grey end of charger plugs into cart at the drivers side of the cart just below the operator and will only fit one way. The power cord end requires 110v service only with a recommended 20 amp circuit. It is your responsibility to ensure that receptacles with adequate power are available to charge the cart.

Some of our Electric Carts are equipped with a battery light indicating when the batteries are getting low. When the light comes on, the cart will need to be plugged into the charger. It is recommended the Cart is placed on charge anytime not in use or at a minimum charged every night regardless of the battery condition. This will insure you get the most out of the cart for the duration of your rental. Keep in mind, electric carts cannot and are not designed to run continuously without charging the batteries. Run times will do vary and will be shortened if cart is driven in loose sand or when carrying 4 passengers.

**DO NOT OPERATE** Cart in or near the water or at Night. Doing so will result in the loss of the use of the cart and your security deposit at a minimum, no exceptions!

At no time should there be more than 4 passengers on the cart. Allowing more than 4 passengers on the cart will result suspension damage and repair cost will be charged against your deposit.

Do not make turns at high speeds. Slow down to turn or make corners especially with carts that have altered suspensions "Lift Kits" as they are prone to rollover at high speeds.

It is our goal to provide customers with reliable golf carts by which we perform routine maintenance and battery discharge tests. This is to ensure you get the most use out of the cart with each charge. In the event a problem does arise we ask that you first check to ensure that all operating instructions are being followed and the charger has sufficient power and is connected properly. Do not for any reason attempt to perform maintenance or repairs on cart. If you are unable to resolve the problem, contact SURFSIDE ISLAND MON immediately and we will send out a mechanic as soon as possible. Should the problem result in the loss of use during the agreed upon rental time, you will be refunded appropriately. Failure to notify us of a problem will result in no refund for that period of time we were not notified of the problem. In the event we are requested to make a service call and it is determined that the problem is the result of improper operation of the cart or failure to properly connect the charging system a \$25.00 fee will be charged against your deposit.

When renting a gas cart, only clean fresh unleaded gas must be used.

Upon completion of rental, cart should be washed off thoroughly. Do not use a pressure washer, water hose will be sufficient. Make sure that the charger does not get wet, and that the entire cart is rinsed, including the battery compartment and the undercarriage.

"Note" Failure to wash the cart at the completion of rental period will result in a \$15.00 cleaning fee that will be charged against your deposit.

Our carts are inspected for damage at the point of delivery and pickup. In the event the cart is damaged during the rental period an estimated repair cost will be charged against your deposit.

Contact Number is (979) 233-6160

initial \_\_\_\_\_