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GOLF CART RENTAL AGREEMENT

This Golf Cart Rental Agreement ("Agreement") is effective as of the date signed by the Management Company ("Effective Date"), and is made between Sandestin Golf and Beach Resort ("Management Company"), and _____ ("Renter"), whose address is _____ Management Company, Owner (as defined herein) and Renter are hereinafter collectively referred to as "Parties" or singularly as a "Party".

Now, therefore, in consideration of the rental unit payments to be made by Renter and the mutual promises and covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Rental of Golf Cart.** Management Company agrees to make a golf cart (the "Golf Cart") available for use in conjunction with Renter's rental of a residence, condominium, hotel or other vacation property (a "Rental Unit") from Management Company, according to the terms and conditions of this Agreement. Renter acknowledges that Management Company is not the owner of the Golf Cart and is providing the Golf Cart to Renter on behalf of the owner ("Owner"). Renter represents and warrants that all the information provided by Renter is and shall remain true and correct.

2. **Term.** This Agreement shall commence at the time that Renter checks into his or her Rental Unit and shall terminate at the time that Renter checks out of his or her Rental Unit, unless terminated earlier consistent with the terms herein (the "Rental Period"). Management Company shall have the right to terminate this Agreement at any time, whether or not a breach of this Agreement has occurred, without compensation or reimbursement of or in any amounts to Renter.

3. **Use.** Renter shall use and operate the Golf Cart according to the following terms and conditions.

(A) **Authorized Drivers.** The Golf Cart shall only be driven by the Renter or Renters that have signed this Agreement. The Golf Cart shall only be driven by persons of legal driving age that possess a valid driver's license. No other persons are authorized to operate or drive the Golf Cart. Renter shall not permit any unauthorized person to operate or drive the Golf Cart. Renter shall be responsible for ensuring compliance with this Agreement by all persons operating, driving, using, and riding in the Golf Cart, and agrees to be liable for the acts, omissions and conduct of all such persons that operate, drive, use or ride in the Golf Cart.

(B) **Compliance with Laws and Permitted Areas of Use.** Renter, and all persons Renter allows to operate, use or ride in the Golf Cart, shall do so in a safe and appropriate manner, in areas in which Golf Carts are permitted to be operated and in compliance with all local, state and federal rules, ordinances and laws. The Golf Cart shall only be operated and used within the Sandestin Golf and Beach Resort ("Sandestin Resort") and shall not be removed from or driven out of the Sandestin Resort.

(C) **Rules and Regulations.** Renter, and all persons Renter allows to operate, use or ride in the Golf Cart, shall observe and abide by the Golf Cart Rules and Regulations attached hereto as **Exhibit A** and incorporated herein by reference, and with any additional rules and regulations that hereafter may be adopted and announced by the Management Company (collectively, the "Rules and Regulations"). Renter acknowledges and agrees that the Sandestin Resort and Sandestin Owners Association, Inc. ("SOA") may have additional rules and regulations relating to the use of the Golf Cart in the Sandestin Resort and it is the Renter's obligation to ensure that he or she has obtained and understands all such rules and regulations. Renter shall ensure that authorized drivers and users of the Golf Cart issued shall be given a copy of all referenced Rules and Regulations.

(D) **Damage, Accidents or Loss.** Should Renter or the Golf Cart cause or become involved in an accident of any kind, regardless of the seriousness, Renter must stop and contact the Management Company immediately and cooperate with the necessary documentation in conjunction with SOA Security. Renter is responsible for the Golf Cart at all times during the Rental Period. If The Golf Cart should become missing or stolen during the Rental Period, immediately report it to the Management Company and local Law Enforcement. If The Golf Cart is not located, a police report will be filed, and the Renter will be billed accordingly.

Renter shall immediately report any damage to the Golf Cart to the Management Company. Should maintenance or repair to the Golf Cart become necessary (flat tire, battery issue, etc.) during the Rental Period, Renter shall notify the Management Company immediately. Renter shall not perform or attempt to perform any maintenance or repair on the Golf Cart. Should the Golf Cart become inoperable through no fault of the Renter, the Management Company will take reasonable steps to have the Golf Cart repaired. The Management Company is under no obligation to have the Golf Cart repaired prior to the end of the Rental Period or to provide another golf cart to Renter. The inability of the Management Company to have the Golf Cart repaired will not entitle Renter to monetary compensation, alternate transportation or for refund of or discount to Rental Unit fees paid by Renter.

4. **Risk of Loss.** Renter hereby assumes and shall bear the entire risk of loss and damage to the Golf Cart while in Renter's possession from any and every cause whatsoever. Renter shall be responsible for any loss or damage to the Golf Cart and loss of use, diminution of the Golf Cart's value caused by damage to it or repair to it and missing parts. Neither the Management Company nor Owner is responsible for loss or damage to any of Renter's, nor any other parties' personal property damaged by, used on or in or left in or on the Golf Cart. Renter and his or her insurer waive all rights of subrogation against Management Company and Owner for such losses. No loss or damage to the Golf Cart or any part thereof shall impair or diminish any obligation of the Renter under this Agreement.

Upon arrival to the resort and upon confirmed rental of the Golf Cart, Management Company will charge Renter's credit card for \$500 as a refundable potential damage deposit charge. Upon completion of Renter's stay and use of the Golf Cart, the Golf Cart will be inspected by representative of Management Company, within a 14-day period. After the inspection, if the Golf Cart is returned with no damage, the deposit will be refunded back to the Renter's credit card. If the Golf Cart is damaged in any way, this \$500 will be used toward repairs. If the repairs are less than the \$500 deposit, the difference will be refunded. If the repairs are more than the \$500 deposit, the Renter will be responsible for the balance due. Management Company will try to get repair estimate as quickly as possible.

5. **Condition of Golf Cart and Return of Golf Cart.**

(A) **Condition of Golf Cart.** Unless Renter notifies the Management Company otherwise, Renter acknowledges that Renter has examined the Golf Cart and that it is in good condition.

(B) **Return of The Golf Cart.** Renter shall return and surrender the Golf Cart on the date and at the time of check out from Renter's Rental Unit, in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Golf Cart to any location specified by the Management Company. If The Golf Cart is not returned on said date, Management Company and Owner reserve the right to take any action necessary to regain possession of the Golf Cart.

6. **Ownership.** The Golf Cart is and shall at all times be and remain, the sole and exclusive property of the Owner; and the Renter shall have no, title or interest therein or thereto, except as expressly set forth in this Agreement.

7. **Default and Remedies.** If Renter fails to pay any amount due hereunder on or before ten (10) days after same becomes due and payable; or if Renter breaches, defaults or fails to observe or perform any term, condition, duty or obligation under this Agreement, Management Company and/or Owner shall have the right to pursue all remedies available at law or in equity. All of the Management Company's and Owner's remedies are cumulative and may be exercised concurrently or separately. Any amounts due hereunder that are not paid on or before ten (10) days from the date same is due and payable shall be subject to a late charge equal to \$100.00, and in addition, shall accrue interest at the rate of 18% per annum or the highest rate allowable by law, whichever is less, and all such amounts are due and payable on the date they accrue.

8. **INDEMNIFICATION. RENTER AGREES TO ASSUME ALL RISKS INHERENT TO THE OPERATION AND USE OF THE GOLF CART AND SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD THE MANAGEMENT COMPANY, THE OWNER, THEIR PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, AS WELL AS THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, AND EACH OF THEM (INDIVIDUALLY "INDEMNIFIED PARTY" AND COLLECTIVELY "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, INJURIES, SUITS, ACTIONS, CAUSES OF ACTION, CHARGES, JUDGEMENTS, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS) AND LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY WHATSOEVER (INDIVIDUALLY "CLAIM" AND COLLECTIVELY "CLAIMS") ARISING IN WHOLE OR IN PART FROM RENTER'S OPERATION, USE OR MISUSE OF THE GOLF CART. RENTER RECOGNIZES AND AGREES THAT INCLUDED IN THIS INDEMNIFICATION CLAUSE, BUT NOT BY WAY OF LIMITATION, IS RENTER'S ASSUMPTION OF ANY AND ALL LIABILITY FOR INJURY, DISABILITY AND DEATH OF PERSONS CAUSED BY THE OPERATION, USE, MISUSE, CONTROL, HANDLING, TRANSPORTION OF THE GOLF CART BY RENTER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. IN NO EVENT SHALL THE MANAGEMENT COMPANY OR OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF THE GOLF CART, INCLUDING BUT NOT LIMITED TO LOSS PROFITS, INCOME OR REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**

9. **DISCLAIMER OF WARRANTIES.** MANAGEMENT COMPANY, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE GOLF CART, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE GOLF CART, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. MANAGEMENT COMPANY FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE GOLF CART. AS TO THE MANAGEMENT COMPANY, RENTER RENTS THE GOLF CART "AS IS" AND "WITH ALL FAULTS". MANAGEMENT COMPANY SHALL NOT BE LIABLE IN ANY EVENT TO RENTER FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, THE GOLF CART HEREBY RENTED OR ACCIDENTAL BREAKAGE THEREOF.

10. **Miscellaneous.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered to, or sent registered or certified mail, return receipt requested, first class postage prepaid to the Parties at such addresses indicated in this Agreement. Any Party may change the address or facsimile number to which such communications are to be directed by giving written notice to the other Party in the manner provided in this Agreement. Nothing contained herein or done pursuant hereto shall construe a partnership or joint venture between the Parties hereto, and neither Party shall become bound by a representation, act or omission of the other. This Agreement shall not be assignable, whether by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted assigns. This Agreement constitutes the entire Agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the Parties. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. Neither Party is relying on any promise, statement or representation other than those expressly written in this Agreement. In the event that any provision, or part thereof, of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or parts thereof, shall not in any way be affected or impaired thereby. This Agreement and the rights and obligations of the Parties' hereto shall be construed under the laws of the State of Florida, without giving effect to the principles of comity or conflicts of laws thereof. The Parties acknowledge that a substantial portion of negotiations and anticipated performance of this Agreement occurred or shall occur in Walton County, Florida, and therefore each of the Parties irrevocably and unconditionally agree, (a) that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought solely in the courts in Walton County, Florida; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; (c) waives any objection which they may have to the laying of venue of any such suit, action or proceeding in the Walton County, Florida courts; and (d) confers in person and subject matter jurisdiction solely to the courts in Walton County, Florida.

11. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

12. **Attorneys' Fees and Costs.** Management Company and Owner are entitled to reimbursement of all fees, costs and expenses incurred (including attorney's fees) in collecting any amounts due hereunder, whether or not any action or suit is filed or commenced. In the event a dispute arises between any Parties related to or arising out of any breach or alleged breach of this Agreement, or any representation, covenant or warranty contained in this Agreement, and such dispute gives rise to any administrative proceeding, arbitration, court action or other legal process or proceeding, then, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all losses, damages, costs, liabilities or expenses reasonably incurred by the prevailing party in furtherance of or defense of said action, process or proceeding, including, without limitation, reasonable attorney's fees whether incurred in pre-litigation, preparation for or conduct of trial, administrative or arbitration proceedings, appellate proceedings, or post-judgment proceedings, including, without limitation, proceedings to determine, obtain, and secure any entitlement to an award of attorneys' fees, as well as the reasonable amount of same, contemplated under this Agreement.

MANAGEMENT COMPANY:

Sandestin Golf and Beach Resort

Date: _____

RENTER:

Signature

Print Name

Date

AUTHORIZED DRIVERS:

RETURN INSTRUCTIONS:

Exhibit A:
Golf Cart Rules and Regulations

1. All persons who intend to drive a golf cart are required to sign a Golf Cart Rental Agreement prior to operating a golf cart.
2. There will be an instruction sheet inside the rental unit ("Rental Unit") indicating which golf cart and parking space are designated for the renter ("Renter").
3. The golf cart key will be distributed and should be returned to the front desk.
4. The golf cart should always be connected to the charger when not in use.
5. Renter should store the charging cord under the golf cart seat.
6. The battery charger will turn itself off when the meter reaches "0" and the batteries are fully charged. It takes approximately eight hours to fully charge the battery.
7. If the golf cart will not move, please lift the seat, and make sure the run/tow switch is turned to run.
8. The golf cart has forward, reverse, and neutral gears. When in reverse, you should hear a backing horn (buzzing sound).
9. Golf carts may be driven only on Sandestin common roadways and may not be operated on any sidewalk or path that is not specifically designated for such use.
10. All golf cart drivers shall abide by all traffic laws.
11. The number of passengers per golf cart must not exceed the passenger limit and load capacity designated by the vehicle's manufacturer. All persons are required to be seated in an installed seat specifically designed for such use during the operation of the golf cart and are not permitted to stand up or be seated on the golf cart body or framework.
12. Operation of the golf cart while under the influence of alcohol, medications or other intoxicants is prohibited.
13. **INFANTS AND SMALL CHILDREN ARE ESPECIALLY AT RISK AND SHOULD BE SECURED AT ALL TIMES BY ANOTHER GOLF CART PASSENGER AGE 18 OR OLDER. THE DRIVER MAY NOT HOLD A CHILD OR INFANT WHILE OPERATING A GOLF CART. DRIVERS NEED TO BE FULLY AWARE OF THE MANY SAFETY RISKS TO CHILDREN WHILE OPERATING GOLF CARTS.**
14. The driver may not hold an animal or an object in a manner that impairs vision or ability to safely operate the golf cart.
15. Golf carts should always be parked in designated parking spaces and golf cart approved spaces when available. In addition to this policy, individual neighborhood associations may have their own golf cart rules.
16. Do not leave golf cart unattended unless the ignition key is switched off and removed.
17. Always return golf cart to the designated parking space at the Rental Unit.
18. Always return the golf cart key to the front desk at the Welcome Center upon to departure.

Additional Fees:

- a. Renter shall be liable for all damage to the golf cart. Fees will apply – minimum of \$100.
- b. Renter will return the golf cart to designated location or an Equipment Pick-Up Fee will apply - \$100.
- c. Renter will leave the golf cart plugged-in at charging location upon departure or a fee will apply - \$100.
- d. Renter is expected to remove all debris, personal effects and leave the golf cart in the same condition upon receipt or a cleaning fee will apply - \$25
- e. Loss of golf cart key or failure to return to the front desk will result in a re-keying fee - \$100.
- f. Loss of apple tag or failure to return to the front desk will result in a re-tagging fee - \$50.
- g. Loss of both the golf cart key and apple tag or failure to return both to the front desk will result in a \$150 fee.
- h. Please store the cover in the unit during your stay and **place back in the cart before departure**. If not returned **or found damaged**, an additional fee for replacement will apply - \$250

Renter acknowledges that Sandestin Owners Association, Inc. ("SOA") has rules and regulations related to the operation of equipment within the community and on its roadways including the following fines that guest will be responsible for paying;

- a. Driving a golf cart on an unapproved path, sidewalk, landscape, or restricted areas - \$100
- b. Transporting baggage, coolers, or other objects on roof or other portion of the golf cart without a designated rack designed for that purpose; this section includes service vehicles operated by any commercial entity - \$100
- c. Exceeding the maximum capacity of the golf cart, standing or riding on the golf cart framework, or overloading golf cart while in operation - \$100
- d. Underage children operating golf cart. Drivers must be at least 16 years of age and have in their possession a valid automobile operating license. - \$100
- e. Transporting infants or small children improperly (i.e., the driver is holding the child, or a minor is holding the child, or the child is unsecured in a seat and their feet can't reach the ground) - \$100
- f. Holding any animal in the driver's lap as such activity may hamper the driver's ability to safely operate the cart - \$100
- g. Violating the approved Traffic laws and Rules on Sandestin roads – Fines based on Traffic Rule fine schedules.
- h. Towing or dragging a wagon, cart, bicycle, or skateboard whether occupied or unoccupied is prohibited - \$100
- i. Racing or other activities that could pose a hazard to the driver, occupants, others, or property - \$100
- j. Parking Violations - \$100