Contract #	
_	

## **GOLF CART RENTAL AGREEMENT**

· \* \* MERICABIUN

This Golf Cart Rental Agreement, along with the attached SINGLE EVENT GOLF CART PERMIT POWERED CART POLICY and RELEASE OF LIABILITY shall together make up the Golf Cart Rental Agreement (the "Agreement") by and between Americrown Service, LLC, the undersigned operator ("Americrown") and cart or equipment renter ("Company") of the cart(s) or vehicle(s) and/or equipment (collectively, the "Equipment"). Both parties hereby acknowledge and agree to comply with the obligations and rules set forth in this Agreement of Company's use of the Equipment during the dates as set forth below:

	Co	ompany must sign a	all pages of this agreeme	ent.	
	Rent	ter agrees to the terms	s and conditions set forth h	erein.	
TRACK:		EVENT:		DATES:	
	All rer	ntal rates are based or	n an event basis (NO daily i	rentals)	
Type of Powered Cart	Number of Carts Requested	Price Per Cart	Extended Total	** Additional Services:	
				Guaranteed Roof –  Have a guaranteed roof on our golf cart to provide	
4 Passenger		\$562.00		protection from the elements for \$125 per cart (based on availability, orders due 14 days prior	
4Passenger/Flip		\$562.00		to event week)	
6 Passenger		\$765.00		Full Wrap or Spot Decals –  Advertise your business or team on your golf cart	
Utility		\$651.00		for everyone to see (price is based on the number of orders received, prices include installation and removal, order are due 21 days prior to the event)	
Cart Sub-Total				15% Late Fee –	
AdditionalServices**				A 15% late fee will be added to the order prior to sales tax for orders received 14 days prior to the event week	
Sub Total				Office Use Only: GL Revenue Code: 535500	
Local Sales Tax Rate				COI Expires:	
Total Rental Amount					
Total North Amount		Company	y Information	JE Invoice EBMS	
Company Name:					
Requestor:		Email Address: _			
Billing Name:					
Billing Address:					
Order Date:	Phone	Number:	Fax N	lumber:	
Onsite Contact:		Onsi	ite Phone Number:		
Onsite Contact person is authorized	to add or modify	initial order during the	e event?Yes	No	

Full payment of the Total Rental Amount above is required prior to the event either by check or credit card.

Any order for which full payment has not been received will not be processed.

Please refer to Credit Card Authorization Form (page 4 of this document) for more information.

Contract #
equipment lost, stolen, or damaged while Company is
ving:
red with or modified by Company during the Equipment
ays of the Wednesday before the event weekend or 5.00 restocking fee in the event of any cancellations
,
placed within 14 days prior to the event. Late orders is.
not returned or that are required to be cut off the
to equipment and not removed before returning.
rented Equipment is not returned to the Equipment as set forth in this Agreement.
not in use by the Company.
uipment.
ccelerator, cable, etc.) on any cart or vehicle engine. ) and additional fees charged to Company for such
shall be in good working order and repair. If at any ompany shall promptly inform Americrown employees
quipment at any one time, with the exception of the of Company operators (persons) shall be permitted
he Credit Card Authorization Form will be utilized to stated above.
386-681-3850
ı
OITIONS ASSET FORTH IN THIS TED EQUIPMENT ON A TIMELY VED BY COMPANY.

## **TERMS AND CONDITIONS**

- Company agrees to pay for the full replacement value of the the Equipment if any Equipment lost, stolen, or damaged while Company is
  in possession of the Equipment during the rental event as set forth in this Agreement.
- 2) Other Fees, in addition to the Equipment rental rates as stated above include the following
  - A. A fee of \$500.00 will be charged to Company if the cart engine governor is tampered with or modified by Company during the Equipment event rental.
  - B. The full Equipment rental amount will be charged for cancellations within 15 days of the Wednesday before the event weekend or for Equipment not picked up at the event. Company shall be charged b a \$25.00 restocking fee in the event of any cancellations by the Company.
  - C. A 15% surcharge will be added to the above Equipment rental rates for orders placed within 14 days prior to the event. Late orders cannot be guaranteed by Americrown and will be filled on an "as available" basis.
  - D. A fee of \$5.00 per key will be charged to Company for lost equipment keys.
  - E. A fee of \$30.00 will be charged to Company for locks and/or chains that are not returned or that are required to be cut off the equipment.
  - F. A fee of \$75.00 will be charged to Company for decals and/or stickers applied to equipment and not removed before returning.
  - G. LATE RETURN POLICY A fee of \$200.00 will be charged to Company if the rented Equipment is not returned to the Equipment rental compound by 9:00 AM on the day following the Equipment rental event as set forth in this Agreement.
- 3) Safety and Security Obligations:
  - A. All Equipment shall be locked to prevent theft or vandalism when parked and/or not in use by the Company.
  - B. No more than one Company operator may be assigned to any cart or vehicle Equipment.
  - C. <u>COMPANY SHALL NOT</u> modify any of the factory settings (i.e. the governor, accelerator, cable, etc.) on any cart or vehicle engine. Such modifications to the cart may result in damage to the cart or vehicle(s) and additional fees charged to Company for such modifications.
  - D. Americrown represents and warrants that the Equipment rented by Company shall be in good working order and repair. If at any time during the Equipment rental such Equipment is not functioning properly, Company shall promptly inform Americrown employees or representatives of any defective Equipment.
  - E. Only two (2) Company operators (persons) are allowed to be present on the Equipment at any one time, with the exception of the 4-person and 6-person carts, in which case no more than the specified number of Company operators (persons) shall be permitted on the carts at any time.
  - F. COMPANY SHALL NOT overload any Equipment above capacity.
  - G. Additional Payments The credit card information provided by Company on the Credit Card Authorization Form will be utilized to process Equipment payment or any additional Equipment rental or fees due as stated above.

If you have any questions, please contact the Golf Cart Department at 386-681-3850

Fax: 386-681-3853 Email: golfcarts@americrown.com

COMPANY UNDERSTANDS AND ACCEPTS THE TERMS AND CONDITIONS AS SET FORTH IN THIS AGREEMENT HEREIN. COMPANY AGREES TO RETURN THE RENTED EQUIPMENT ON A TIMELY BASIS AND IN THE CONDITION SUCH EQUIPMENT WAS RECEIVED BY COMPANY.

Authorized Company Representative Signature	Title	Date
Authorized Americrown Representative Signature		Date

Contract #
------------

## SINGLE EVENT GOLF CART PERMIT POWERED CART POLICY AND RELEASE OF LIABILITY

- 1. ALL powered cart in use during an event must be registered. Registration will be proven through a Single Event Permit Sticker which must be PERMANENTLY affixed to the approved powered cart on the front driver's side in the lower corner of the windshield or front hood. Each Single Event Permit will possess a control number plainly visible to identify the person or company who as registered the powered cart.
- 2. Company shall provide proof of general liability insurance (or automobile liability in the event the golf cart being registered is street legal) with limits of no less than \$1 million dollars per occurrence and \$2 million dollars in the aggregate, including all the Additional Insured Parties (as defined in Section 9 hereunder) as additional insureds, and must be supplied along with this completed form and such insurance policies shall be active throughout the event. Certificate of insurance shall state that such insurance is primary and non-contributory to any other insurance that may be available to an Additional Insured Party and that a Waiver of Subrogation applies in favor of the Additional Insured Parties in accordance with the Certificate of Insurance Requirements for Americrown Golf Cart Rentals, attached hereto. Insurance coverage shall apply to the fullest extent of Company's insurance policy limits or to the extent allowed by law, whichever is greater.
- 3. The use of equipment by Company, as authorized herein, will be restricted to business use only.
- 4. Equipment will be driven by Company in a safe, slow, and careful manner and shall at no time exceed any posted or designated speed limit. At all times drivers will yield to pedestrians. Anyone observed driving in a careless or unsafe manner, including and without limitation, in violation of any provision of the powered cart policy and release of liability, will be removed from the property and have their Single Event Permit revoked. The Company agrees to be responsible for compliance with any applicable laws, government regulations, and facility rules in the use of the Equipment
- 5. Equipment must be driven by a licensed driver over the age of eighteen (18), unless applicable state law requires a higher age limit (by way of example, Alabama requires operators to be at least nineteen (19) years old). The number of passengers may not exceed the manufacturers designed and installed seating capacity and/or capacity indicated on the Single Event Permit Sticker. All passengers must be remain seated during Equipment operation.
- 6. Alcoholic beverages are not permitted in any Equipment, except for delivery purposes only. No alcohol is to be consumed by any driver and/or passenger while the Equipment is in use, and no driver shall operate any Equipment while under the influence of alcohol.
- 7. Only Equipment equipped with factory installed (or equivalent) front headlights and rear running lights may be operated by Company after daylight hours.
- 8. Equipment usage will not be allowed in restricted areas or during times not authorized by racetrack management. No golf carts shall be operated on public roads.
- 9. Company hereby agrees to release, hold harmless, indemnify and defend Americrown Service, LLC, Mid Florida Golf Cars Distributors, Inc. d/b/a National Carts, Golf Tournaments Incorporated, their respective parent(s), subsidiaries, limited liability and affiliate companies, and their respective members, shareholders, officers, directors, agents, employees, sponsors, trustees, receivers, successors, subcontractors and assigns, the City of Homestead, the Daytona Beach Racing and Recreational Facilities District, City of Daytona Beach, and County of Volusia (collectively the "Additional Insured Parties") from liability or damages including third party claims ("Losses") arising directly as a result of the gross negligence, willful misconduct, or violation of applicable law by Company, its employees, agents, and/or representatives' use of the Equipment as set forth in this Agreement. Company's obligations hereunder to release, hold harmless, indemnify and defend the Additional Insured Parties shall not extend to claims, including third party claims or Losses, arising directly as a result of the Additional Insured Parties' gross negligence, willful misconduct or violation of law of an Additional Insured Party in its provision of Equipment to Company or any of its obligations to Company as set forth in this Agreement. In no event will either party be liable for any indirect, incidental, special, consequential, exemplary or reliance damages (including lost or anticipated revenues or profits) arising out of this Agreement.
- 10. Company shall have no right to sell, assign, delegate or in any way dispose of or encumber any of the rights or duties granted under this Agreement. Any such attempt shall be deemed to be null and void and shall be considered a default under this Agreement, entitling Americrown Service, LLC, at its sole discretion, to terminate the Agreement and to seek any and all other legal or equitable remedies it may be entitled to pursue under this Agreement or under the laws of the state where the facility is located. Further, any change in control (whether by merger, asset sale, stock purchase or other assignment or operation by law) shall for the purposes of this Agreement be deemed an assignment of the rights and obligations contained herein and shall require the prior written approval of Americrown Service, LLC, which shall not be unreasonably withheld.

I have read, understand and accept all the terms of use for a powered golf cart. Failure to comply with these terms may result in revocation of the Single Event Permit Sticker, the golf cart being impounded and/or forfeiture of golf cart privileges in American Service, LLC's sole discretion. The undersigned has the requisite authority to bind the Company to the obligations herein. My signature below signifies full and total acceptance of these terms and agreement to comply.

Name of Company	Print Name of Authorized Representative	Title
Date	Signature of Authorized Representative	



## CREDIT CARD AUTHORIZATION FORM

additional fees	that may	be incurred du		od. We are unable	ard authorization form for any add-ons or to process an order submitted without a s of payment.
	I will subr	mit payment in	full via check for pay	ment prior to picki	ng up golf carts. Please use my credit
	card information reflected below for any add-ons or additional fees that may be incurred during the				ees that may be incurred during the
	rental per	iod.			
	Use my cr	edit card inforr	mation reflected belo	w for payment and	add-ons or any additional Fees that
	may be incurred during the rental period.				
	,	J	·		
			Compan	yInformation	
			*Required before	order can be proc	ressed
Type of Credit	Card: _	VISA _	MasterCard	Discover	AMEX
Account Number	er:				
Expiration Date: Billing ZIP Code:		e:			
Card Holder's N	Name:				
Track Name ar	nd Event Na	ame:			
Authorized Sign	nature:				

Please FAX completed forms to the Golf Cart Department at (386) 681-3853