



King of Carts
www.kingofcarts.net sales@kingofcarts.net

BINDING GOLF CART AGREEMENT

(Please read carefully before signing and returning.)

In consideration for the rental of the golf cart provided by King of Carts, 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:

1. I promise to return the golf cart 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 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.
2. I agree to hold harmless, defend and indemnify King of Carts, for any and all damages and claims of any nature whatsoever that may arise from the use of said golf cart 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.
3. 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 King of Carts. 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.
4. I understand that a golf cart is subject to the same laws and regulations pertaining to motor vehicles and therefore agree that the golf cart will be operated in accordance with the laws of the State of South Carolina, including but not limited to the requirement that persons driving the golf cart must not be under the influence of alcohol and/or illegal drugs. I further agree that I personally will be 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 condominium/house rental period. I agree that I will not operate the golf cart at night or in the surf or allow salt water to come in contact of mechanical or electrical components. I further agree that law prohibits me from using the golf cart on major interstates and highways.
5. I agree that only persons who are **16 years or older**, possess a valid driver's license and insurance as required by law shall be permitted to drive the golf cart. I further agree that the maximum occupancy of the golf cart is four persons, including children.
6. I agree the privilege of using the golf cart can be revoked without notice by King of Carts in their sole discretion, for any violation of this agreement. **I further agree I shall not be entitled any rental refund or deposit for such revocation of privilege.**
7. I understand that if the golf cart should become inoperable through no fault of mine, King of Carts will take reasonable steps to have the vehicle repaired. In the event the golf cart cannot be repaired or replaced, a refund will be issued towards the unused rental agreement period. By my signature below, I certify that I understand and agree to the conditions set forth in the King of Carts **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.

X _____ . ____/____/____
Operator's Signature

X _____ . ____/____/____
Print Name

DL# _____ . State _____



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 driver’s 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 do vary and will be shortened if cart is driven in loose sand or when carrying 4 passengers.

- DO NOT OPERATE Cart in the Surf if at the beach 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 King of Carts 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 **\$35.00 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.



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GOLF CART RENTAL AGREEMENT

This agreement is between King of Carts and _____, hereinafter referred to as the Recipient.

King of Carts agrees to provide _____ golf cart(s) for a period of _____ days(s).

Golf Cart Serial Number _____

Beginning Date: ____/____/____ to Ending Date: ____/____/____.

TERMS

- Normal wear and tear on the vehicle(s) is to be expected, but abuse or damage to the vehicle(s) will be the responsibility of the Recipient.
- Any cost to repair or replace the vehicle(s) and their accessories as a result of any acts of accident, vandalism, fire or theft will be the responsibility of the Recipient.
- The Recipient will be responsible for routine maintenance of the vehicle(s) for the term of this agreement, including but not limited to oil, air pressure, etc.).
- The Recipient shall not permit anyone under the age of 16 and possess a valid driver's license to operate the vehicle(s).
- King of Carts shall have the right to terminate this agreement and take possession of the vehicle(s) for any reason.
- The Recipient shall defend, indemnify and hold harmless King of Carts, as well their agents, employees and affiliates, from and against all losses, damages, liabilities or expenses including, but not limited to, reasonable attorney's fees and litigation costs which any of them incur arising out of the possession or use of the vehicle(s) by the recipient.
- Golf cart reservations can be cancelled with a full refund up to 7 (seven) days prior to the first rental day. If not cancelled 7 (seven) days prior to the rental day, Recipient will be charged a \$100 cancellation fee.
- If paying by credit card, your credit card will be debited at time of booking.

**RENTAL FEE:
PLUS APPLICABLE TAXES**

____ ATTACHED IS MY CASH, CHECK OR MONEY ORDER IN THE AMOUNT OF \$ _____ U.S. FUNDS.

Or

____ PLEASE CHARGE MY CREDIT CARD THE AMOUNT OF \$ _____ U.S. FUNDS.

Card Type: Visa MasterCard

Card Number: _____

Expiration Date: _____ Card Code: _____

Card Billing Zip Code: _____

Billing Address: _____

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

SIGNATURE X: _____ **DATE** ____/____/____

PRINT NAME: _____

Home Address: _____

DAYTIME PHONE: _____

LICENSE NUMBER AND STATE: _____