



14047 Hwy 190 W Onalaska, TX 77360 936-646-7433

Short Term Rentals/Special Event Rentals/Service Loaner/Demonstrator Agreement

Term This is an agreement entered into between Lake Livingston Golf Cars, LLC (hereinafter "LLGC") and Customer as follows:

Customer Name: _____ Phone: _____
 Address: _____
 Location of Use: _____
 Agreement Start Date: _____
 End Date: _____

# of Units	# Cart	Make/Model	Serial Number:
1			
2			
3			
4			
5			

Payment made in full \$ _____ + 8.25 % Sales Tax + Delivery Fee \$ _____ Total: \$ _____

Risk of Loss or Injury

I will operate the golf cart(s) safely and responsibly and I will preserve and protect the golf cart(s) from loss or damage, my person or property, and the persons or property of others. I agree to be legally and financially liable for all damage and costs of repairs or total replacement for the golf cart(s), 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 hold harmless, defend and indemnify LLGC, the owner of the golf cart(s) for all damages and claims of any nature whatsoever that may arise from the use of the golf cart(s) itself, my person and property, and the persons and property of others.

Effective upon delivery or pick up of the golf cart(s) and until the golf cart is returned to LLGC, customer relieves LLGC of responsibility for all risk of physical damage to, or loss or destruction of the golf cart(s), regardless of who caused the damage. Acceptance of delivery includes customer not being present. Customer is responsible and liable for the golf cart(s) rented from the start and end dates listed in this agreement, not the number of days charged.

Operations

I understand that if the golf cart(s) should be inoperable through no fault of mine, I will contact LLGC immediately upon discovery, as LLGC will take reasonable steps to have the vehicle repaired/serviced/replaced as soon as it is possible and during normal business hours. This does not relieve me of the responsibility to ensure the golf cart(s) is not damaged or stolen regardless of mechanical or damage failure.

Return of Equipment

I promise to return the golf cart(s) to the location delivered from or picked up, in the same condition as I received it. Upon return, LLGC will perform an inspection to determine the condition of the golf cart(s). In the event of any damage, Customer agrees to pay for said damages including up to total replacement and hereby authorizes LLGC, in advance, to charge the credit card given at time of rental and/or the difference of the cash deposit, to make repairs or replace the entire unit(s) at full price in the event damage is beyond repair. If the cart is stolen or missing, customer agrees to pay for the unit(s) at full retail price as determined by LLGC's cart inventory log at the time of agreement.

Misc. Terms

I understand that a golf cart(s) is subject to laws and regulations by both local and the State of Texas authorities. Customer agrees that the golf cart(s) will be operated in accordance with the laws of the State, including but not limited to the requirement that persons driving the golf cart(s) must not be under the influence of alcohol and/or illegal drugs or prescribed medication that could cause impairment. Customer further agrees that they will be personally responsible for all moving and/or parking violations issued to said cart(s) while in their possession, under their control, or at any time during the rental/loaner/demonstration agreement.

Customer agrees that only persons who are 16 years or older will be permitted to operate the golf cart(s). I further agree that the maximum occupancy of the golf cart(s) is the number of available seats (NO STANDING ON THE FENDER OR FOOT PLATE)

Customer will also remove the key from golf cart(s) when not in use. Customer shall not sublease the golf cart(s). Customer shall keep the golf cart(s) at the listed location of use. The customer agrees not to relocate the golf cart(s) to any location other than the listed location.

I agree to contact LLGC if I have any questions or concerns about operating the golf cart(s) or I have caused any damage to the golf cart(s) or to others through the use of the golf cart(s). I agree to examine and inspect the safety and mechanical condition of the golf cart(s), reporting any concerns or problems before driving the vehicle. In the event that I violate any of the following, I agree and understand that I will be responsible for any damage, including up to full golf cart(s) replacement.

Customer Signature

Lake Livingston Golf Cars, LLC

Date: _____

Date: _____