



BAY VIEW GOLF CART RENTAL CONTRACT

Date _____

Golf Cart # _____

Name (Print): _____ Phone # _____

Address: _____ City: _____ State: _____ Zip: _____

Driver's License # _____ State: _____

Number of Hours: ____ / Number of Days: ____ Start Date: _____ at _____ am/pm

Return Date: _____ at _____ am/pm

RATES: \$10/hour Mon-Thurs; \$12/hour Fri-Sun (2 hour minimum)
\$50/day Mon-Thurs; \$60/day Fri-Sun
\$10 fee to per night to keep carts overnight

Credit card will be run as deposit. No charges will be made unless reimbursement for damages or rental payments are required under the terms of the contract. If a cart is not returned, the Lessee will be charged \$4000, which is also the limit for cart repairs due to damage.

1. Lessee acknowledges receipt of the equipment identified above (the "Equipment" which was examined by Lessee and found to be in first-class condition upon receipt (except as noted below). Lessee further acknowledges that the equipment is leased by Lessor to Lessee for the use and purpose for which it was manufactured subject, however to the terms and conditions set forth herein.
2. Lessee shall return the equipment to the office no later than the date and time specified above (LESSEE SHALL CONTACT LESSOR IF AN EXTENSION OF TIME IS DESIRED) or upon Lessor's demand therefore. The equipment shall be returned in the same condition as when received, ordinary wear accepted.
3. Lessee shall pay to Lessor, upon demand, rental for the equipment at the rates provided above until the equipment is returned to Lessor. Daily rates will apply unless other arrangements are made with Lessor in advance. Daily rates will apply if the equipment is kept after the scheduled return date. All days including weekends and holidays are chargeable.
4. Lessee shall reimburse Lessor, upon demand for the loss of, or any damage to the equipment or property damage while it is rented to Lessee and for all costs and expenses, including reasonable attorney's fee, incurred by Lessor in collecting and amounts owing by Lessee hereunder or in otherwise enforcing Lessor's rights hereunder.
5. Lessee shall indemnify and hold Lessor harmless from and against any and all liability, including bodily injury and property damage, arising out of the use or operation of the

equipment by Lessee or anyone using or operating the same with Lessee's express or implied consent: provided, however, that Lessor shall be responsible for loss or damage resulting from Lessor's sole negligence.

6. Lessee shall abide by all rules and regulations of Lessor governing the use of the equipment (ONLY HOLDERS OF A VALID DRIVER'S LICENSE 18 YEARS OF AGE AND OLDER MAY OPERATE THE EQUIPMENT). Lessee shall not assign the Rental Contract or sublease the equipment.

GOLF CART RULES

1. Lessee must be a minimum of 21 years of age.
2. Operator(s) of golf cart must be 18 years of age and have in their possession a valid driver's license (moped license, learner's permit, etc. are not accepted).
3. Golf Carts operated after sunset must have lights turned on. Please respect your neighbors and the quiet hours.
4. Golf Carts must be operated properly. Horseplay, racing or other misuse of cart will not be tolerated.
5. Carts are to be operated on Village roadways only.
6. No off road riding.
7. Speed limit is 15 mph.
8. Golf Carts must remain in the Village of Bay View or Bay Bridge at all times. The carts may not be taken past the community of Bay Bridge to the east, the Route 2 overpass to the south on Route 269 and never on Route 2 itself in any direction.
9. Golf Carts can carry a maximum of 4 people and all passengers must be seated at all times when cart is in motion. Seat belts must be worn if the streets. It is the law.
10. Golf Carts must be returned at the designated time. Late returns of cart will be charged \$10 every half hour late.
11. Please report any malfunctions to management immediately.
12. If any carts are returned unduly dirty and require extra cleaning, the Lessee will be charged a \$20 cleaning fee.
13. Anyone found abusing the rules and regulations of the rental golf cart will forfeit all rental privileges. There will be no refunds made if the cart has to be returned because of Lessee misuse. The Lessee is liable for costs of repair if a cart is misused or damaged. There are no second chances.
14. Open alcohol is not permitted on the golf cart and it is against the law to drink alcohol and to drive. If you have open alcohol on the golf cart or are under the influence you will immediately lose rental privileges and all monies for the rental.
15. Violating any of the rules can be cause for immediate loss of rental privileges.

Center at Bay View, LLC Representative

Lessee Signature