

Folly Beach Golf Cart Rentals

Binding Golf Cart Rental Agreement and Waiver

Please read carefully before signing and returning.

Each driver should also initial beside each paragraph. In consideration for the use of the golf cart, 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 excepted. I will operate golf cart safely and responsibly, and I will preserve and protect the golf cart from loss and damage to the cart itself, my person or property, and the persons and property of others. I agree to be legally and financially liable for all costs of repairs to the golf cart. I agree that I am legally and financially liable for the loss, damage, and/or injuries to my person or property and the persons and properties of others, regardless of fault, which occur during the term of the rental agreement of the term of my possession of the golf cart. I agree that I am financially liable for the loss and theft of the golf cart and any related equipment. I agree to reimburse the golf cart owner, Folly Beach Golf Cart Rentals, for such unrecovered costs, including but not limited to deductibles, any uninsured losses, loss of revenue, and reasonable attorney fees incurred in collecting any amounts owed to cart owner or in otherwise enforcing cart owner's rights hereunder. I further agree to return the cart filled with unleaded gasoline, as it was delivered.

2. I agree to hold harmless, defend, and indemnify Folly Beach golf cart Rentals for any and all damages and claims of any nature whatsoever, whether or not foreseeable, that may arise from the use of said golf cart during the term of the rental period or of my possession of the golf cart, including but not limited to claims for damages to the golf cart itself, my person and property, and the persons and property of others. I agree to waive any and all rights to seek redress against Folly Beach Golf Cart Rentals. I further agree to waive my right, if any, to punitive damages.

3. I agree that only drivers who are listed on the Rental Application and have signed this Binding Golf Cart Rental Agreement and Waiver may operate the cart. I understand that there are no exceptions, and I am responsible for enforcing this rule.

4. I agree to become familiar with the operation and use of said golf cart, and any other instructions or training provided to me regarding the cart, whether in writing or spoken, and to operate the golf cart in accordance with said instructions or training. I agree to contact Folly Beach Golf Cart Rentals if I have any questions or concerns about operating the golf cart. I further agree to contact Folly Beach Golf Cart Rentals if any damages occur to the golf cart or other persons or property 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.

5. I understand that a golf cart is subject to the laws and regulations pertaining to golf carts and motor vehicles as set forth in S.C. Code 56-3-115, 1976, as amended. I agree that the golf cart will be operated in accordance with such laws of the state of South Carolina and the local laws of Folly Beach, including but not limited to the requirement that persons driving the golf cart must not be under the influence of alcohol and/or drugs. I further agree that I will operate the cart only on secondary roads. I understand that golf carts shall not drive down Center Street. I agree that the golf cart shall not be operated after sunset. I further agree that I will be responsible for all moving and/or parking violations issued to said cart while it is in my possession, under my control, and at any time during the rental period. I agree that I will not operate the golf cart on the beach.

6. I agree that only persons who

are 18 years or older and who possess a valid driver's license as required by law shall be permitted to drive the golf cart. I further agree that that the maximum occupancy of the golf cart is four persons, including children. I agree the privilege of using the golf cart can be revoked without notice by Folly Beach Golf Cart Rentals in their sole discretion, whether or not for any violation of this Agreement. I further agree that I shall not be entitled any refund or deposit for such revocation of privilege. 7. I understand that if the golf cart should become inoperable through no fault of mine, Folly Beach Golf Cart Rentals will take reasonable steps to have the vehicle repaired. In the event golf cart cannot be repaired or replaced, a refund will be issued towards the unused rental agreement period. 8. I agree that South Carolina law applies to the interpretation of this Agreement. In the event that there is a dispute of any nature between the parties to this of any nature between the parties to this Agreement, including, but not limited to any action(s) for personal injuries that may result from the operation of the golf cart. I agree that this dispute will be heard and resolved in Charleston County, South Carolina, by the then sitting Master in Equity for Charleston County, 9th Judicial Circuit, with no right to appeal by either party. 9. I agree that if any clause of this Agreement shall be deemed null and void, the remainder of this Agreement survives and is enforceable. 10. I agree that this Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns forever. By my signature below and my initial above, I certify that I understand and agree to the conditions set forth in the Folly Beach Golf Cart Agreement and Waiver. I further certify that I understand the instructions or training given to me in writing or spoken by Folly Beach Golf Cart Rentals. 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, and any heirs, successors, or assigns thereto. 11. I agree that I shall not operate said Golf Cart under the influence of Alcohol or illicit drugs. Furthermore, I agree not to operate the golf cart at night, which is illegal under Folly Beach City laws. 12. Seatbelts are provided for the safety of the riders. Failure to use seatbelts may lead to injury and/or death. 13. Golf Carts may not be driven on Center Street. I agree that I shall not drive the golf cart on Center Street.

Name _____ Print
Name _____ Print Witness
x _____

Driver's Signature _____ Date _____
Witness _____

Name _____ Witness _____

Driver's Signature _____
Witness _____

Rentals

Folly Beach Golf Cart
Date