

Golf Cart Agreement (Sign & Send to Us)

Destin Coastal Escapes LLC (850) 733-7447

- If gas powered, please fill up gas tank at end of stay. There is a Shell gas station 3 minutes east of Pompano Joe's.
- DO NOT DRIVE ON ANY ROADS POSTED 35 MPH OR MORE.
- MUST BE AT LEAST 21 TO OPERATE THE GOLF CART
- YOUR INSURANCE IS PRIMARY. IT IS YOUR RESPONSIBILITY TO UNDERSTAND WHAT YOUR INSURANCE COVERS AND/OR DOES NOT COVER PRIOR TO OPERATING THE GOLF CART
- MUST PRESENT VALID COPY OF DRIVERS LICENSE AND VALID COPY OF YOUR PROOF OF INSURANCE UPON THE DATE OF CHECK IN TO OPERATE THE VEHICLE FOR THE DURATION OF YOUR STAY. NO UNAUTHORIZED DRIVERS ARE ALLOWED TO DRIVE THE GOLF CART AT ANY TIME. IN THE EVENT THAT DESTIN COASTAL ESCAPES FINDS A VIOLATION OF ANY OF ANY OF THE TERMS OF THIS AGREEMENT, THEY CAN AND WILL REMOVE THE GOLF CART FROM THE PROPERTY AT ANY TIME AND NO REPLACEMENTS WILL BE GIVEN FOR THE DURATION OF YOUR STAY. ANY DAMAGES AS A RESULT OF THE VIOLATION, OR COSTS TO REMOVE THE VEHICLE WILL BE CHARGED TO THE REGISTERED GUEST ON FILE.
- INSURANCE: The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal protection coverage required by sections 324.021(7) and 627.736, Florida Statutes.
- FAILURE TO RETURN: Failure to return rented property. Or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are prima facie evidence of intent to defraud, punishable in accordance with section 812.155, Florida Statutes.
- If your golf cart is an electric vehicle, you are responsible to keep the golf cart charged, as shown upon check in, to maintain the battery life.
- Check out instructions MUST BE FOLLOWED and the golf cart CLEANED, and put back EXACTLY as it was given. Any damages to the vehicle are at the expense of the guests and the guests will in no way hold Destin Coastal Escapes OR the property's owner liable for any damages caused by or to the golf cart.
- The rental of the Golf Cart has been paid in full with the rental of the property.

Registered Guest of Record: By signing below, you agree to all the terms and conditions of this agreement and accept liability for any and all guests registered as "Authorized Drivers" while the vehicle is in your care. You further acknowledge that you have been given an opportunity to read this document before signing. Your signature below authorizes us to process the credit card we have on file and file any claims against your booking and insurance in the event there is any damage to the vehicle. You also authorize us to charge your credit/debit card after the rental concludes for any unpaid parking, citations, violations, damages to the vehicle or other fines or penalties assessed against you, us or the Vehicle during this rental.

Printed Name: _____ **House Name:** _____

Registered Guest Signature: _____ **Date:** _____

AUTHORIZED DRIVER (PRINT YOUR NAME)	SIGNATURE	STEPS TO GETTING SETUP WITH GOLF CART <i>Read back of page & golf cart rules in house book</i>
		1. Each driver, including guest of record, <i>must sign</i> this form.
		2. After all sign, take a photo of <i>entire signed page</i> & text to us.
		3. Text us a photo of each <i>drivers license</i> . One license per photo.
		4. Text us a copy of the <i>vehicle insurance</i> of each driver.
		<i>Upon approval, we will give you the key code for golf cart.</i>
		Only authorized drivers, who completed these steps, may drive.
		Text from one cell number to 850-733-7447
		<i>Add drivers later by following above steps & resending photo of page.</i>

Golf Cart Agreement

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1. Rental Agreement Terms and Conditions

Definitions. "Agreement" means all terms and conditions found in this form, and on the document titled Face Page. "You" or "your" means the person identified as the renter in this Agreement, each person signing this Agreement, each Authorized Driver and each person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this agreement. "We", "our" or "us" means the business organization named in this Agreement that is renting the Vehicle to you. "Authorized Driver" means the renter and each additional driver listed by us on this Agreement, provided that each such person has a valid driver's license and is at least age 21. Only Authorized Drivers are permitted to operate the Vehicle. "Vehicle" means the automobile or truck identified in this Agreement and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents.

2. Rental Indemnity and Warranties.

This is a contract for rental of the vehicle. We may repossess the vehicle, at your expense, without notice to you, if the vehicle is abandoned or used in violation of law or this agreement. You agree to identify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the vehicle. **We make no warranties, express, implied or apparent, regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose.**

3. Conditions and Return of Vehicle

You must return the vehicle to the address of your booking, on the date and time of your check out in the same condition that you received it. If the vehicle after check out hours, you remain responsible for the loss of it and all damage to it until we inspect it upon our next opening for business. Service to the vehicle or replacement of parts or accessories during the rental must have an hour prior approval. You must check and maintain all fluid levels and return the vehicle with at least the same of fuel as rented. If your vehicle is an electric vehicle, you are responsible to plug in the vehicle nightly after each use as instructed. Misuse of the electrical vehicle and damages to the batteries as a result of misuse may result in fees charged to you that we may incur to repair, replace or fix the vehicle. **You are responsible to return the vehicle cleaned and in the same condition it was in upon your arrival. A \$50 penalty will be applied if the vehicle has not been cleaned at least to the condition it was in upon your arrival.**

4. Responsibility for Damage or Loss; Reporting to Police; Responsibility for Tolls and Traffic Violations.

You are responsible for all damage to, or theft of, the vehicle, including damage caused by weather, road conditions and acts of nature, whether or not you are at fault. You are responsible for the cost of repair, or the actual cash retail value of the vehicle on the date of the loss if the vehicle is not repairable or if we elect not to repair the vehicle. You are also responsible for Loss of Use, Diminished Value, and our administrative expenses incurred processing the claim. You must report all accidents or incidents of theft and vandalism to us and the Police as soon as you discover them. You are responsible for paying to the appropriate 3rd party all Tolls, Parking, Traffic and Toll Violations, Toll Evasion Fines, Citations, other Fees, Penalties for features, court costs, towing, and storage charges occurring during this rental. If you fail to pay the charging entities and we pay all or part of the charged on your behalf, you will reimburse us for all such costs and, in addition, pay us an administrative fee of \$50 for each charge.

5. Injury to Others: Insurance

You are responsible for all injury, damage and loss you cause to others. You agree to provide liability, collisions and comprehensive insurance covering you, us and the vehicle. Where State Law requires us to provide auto livability insurance, our insurance is secondary in this agreement and your insurance will remain Primary to all incidents and claims. The policy is Void if you breach this agreement or if you fail to cooperate in a Loss investigation conducted by us or our Insurer. Giving the vehicle to an unauthorized driver, terminates coverage under the policy.

6. Your Property

You release us, our agents and our employees from all claims for loss of and damage to your personal property or that of another person, that we received, handled or stored, or that was left or carried in or on the vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

7. Breach of Agreement

Any acts in violation of this agreement, as listed above, breach this agreement and any commitments Destin Coastal Escapes LLC has made with you. Upon violation of this agreement, Destin Coastal Escapes LLC is authorized to remove the vehicle from the property upon the breach of this agreement at your expense. You waive all recourse against us for criminal reports or prosecutions that we take against you that arise out of your breach of this agreement.

8. Modifications:

No term of this agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the vehicle to the property you have booked for inspection and written amendment by us of the due in date which is referred to as your "check out date". This agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

9. Miscellaneous:

A waiver by us of a breach of this agreement is not a waiver of additional breach or waiver of the performance of your obligations under this agreement.