

1. **Definitions.** "Agreement" consists of all terms and conditions found on both sides of this form, any addenda and any additional materials we provide at the time of rental. "You" or "your" means the person identified as the renter on Page 1, any person signing this Agreement, any Authorized Renter and any 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 Vehicle owner/lessor referred to on Page 1 of this Agreement. "Authorized Renter(s)" means you, the renter's spouse, any additional renter(s) who have signed this Agreement, and any other driver authorized by the law of the state where the Vehicle is rented, provided that the person has a valid driver's license and is at least 22 years of age, unless the law of the state where the Vehicle is rented requires otherwise. "Vehicle" includes the automobile identified in this Agreement and any substitute, and all its tires, tools, accessories, equipment, keys and vehicle documents. "PDW" means Physical Damage Waiver. "Physical damage" means all damage to, or loss of, the Vehicle caused by collision or upset; it does not include damage to, or loss of, the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire. "Loss of use" means the amount calculated by multiplying the number of days/weeks/months from the date of damage to the Vehicle until it is repaired times the periodic rental rate shown on Page 1.

2. **Our Property.** This Agreement is a contract for the rental of the Vehicle. You are not our agent. You acquire no rights other than those expressly stated in this Agreement. WE MAKE NO WARRANTIES, EXPRESS, IMPLIED OR APPARENT, REFERRING TO THE VEHICLE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE. 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 waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this agreement.

3. **Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol, prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information; (d) for an illegal purpose or in the commission of a crime; (e) to carry persons or property for hire; (f) to tow or to push anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (m) where applicable, by anyone who lacks experience driving a vehicle equipped with manual transmission; (n) to transport an animal (other than a service animal); (o) to carry more passengers than the number of existing seatbelts; or (p) by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the Vehicle. Smoking is not permitted in the Vehicle. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW).**

4. **Breach of Agreement: Unauthorized Use.** If you violate the terms of this Agreement, including those listed in paragraph 3, above, and any unauthorized use of the vehicle, you will be liable for all damage to, including loss of use of the vehicle. Any breach of this agreement also voids any insurance coverage. Giving the vehicle to an unauthorized driver also terminates our liability insurance coverage, if any.

5. **Condition and Return of Vehicle.** Renter must return the vehicle to our rental office at the date and time specified. The vehicle remains subject to the terms and conditions of this agreement until it has been inspected and accepted by us. If renter returns the vehicle after hours, renter is still responsible for any damage to the vehicle until it has been inspected and accepted by us on the next business day, including theft. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You will check and maintain fluid levels and will pay for all damage to the vehicle due to driving with low fluid levels.

6. **Responsibility for Damage or Loss.** If you do not accept and pay for PDW, or if PDW is voided, you are responsible, and will pay us on demand, for all missing equipment, damage to, or loss of, the Vehicle, loss of use of the Vehicle while it is being repaired, diminution of the vehicle's value caused by damage to it or repair of it, and all administrative costs we incur due to damage to, or loss of, the Vehicle, for which we are entitled by law to recover, regardless of whether or not you are at fault. If you accept and pay for PDW, and if PDW is not voided, your liability for physical damage will be limited to the amount indicated on Page 1 of this Agreement; you will still be responsible for all missing equipment and damage to, or loss of, the Vehicle, other than physical damage, for which we are entitled by law to recover.

7. **Insurance.** RENTER AGREES TO MAINTAIN AUTOMOBILE INSURANCE during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage:

- a. Bodily injury and property damage liability coverage;
- b. Personal injury protection, no-fault, or similar coverage where required;
- c. Uninsured / underinsured coverage where required, and
- d. Comprehensive and collision damage coverage extending to the rental vehicle.

Renter's insurance will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. Because the renter is providing automobile insurance, we are not. In states where the law requires us to provide insurance we will provide excess insurance only, up to the minimum limits required by the financial responsibility laws. The renter's insurance will be primary. Any insurance we are required to provide applies to claims of bodily injury and property damage only. Our policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Renter agrees to cooperate with our insurer if any claim is made. Our insurance applies only in the United States and Canada. Renter must obtain written permission, and purchase special liability insurance, to use or operate the rental vehicle in Mexico.

Where permitted by law, renter rejects uninsured, underinsured, supplemental, personal injury protection, and no-fault coverage. Where we are required to provide such coverage, renter is afforded the minimum limits required by law.

Any breach of this agreement will void any insurance coverage.

8. **Charges.** You will pay us on demand for: (a) time and mileage for the period during which you keep the Vehicle, plus our computation of actual mileage if the odometer or its seal is tampered with; (b) PDW, when we are allowed by law to offer it and you accept it; (c) gasoline, if you return the Vehicle with less gasoline than when rented; (d) applicable sales, use and other taxes; (e) loss of, or damage to, the Vehicle, which, includes the cost of repair or the retail value of the Vehicle based on any valuation method accepted by the auto insurance industry on the date of the loss, if the Vehicle is not repairable, plus loss of use, diminution of the Vehicle's value caused by damage to it or repair of it, and any administrative fees, where allowed by law; (f) all fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us during your rental, unless these expenses are our fault; (g) all expenses we incur in locating and recovering the Vehicle, if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre and post-judgment attorney fees, we incur collecting payment due from you or otherwise enforcing our rights under this Agreement; (i) 1½% per month interest, or the maximum amount allowed by the laws of the state where the Vehicle is rented, for monies due us but not paid upon return of the Vehicle; and, (j) \$2/mile for every mile between the renting location and the place where the vehicle is returned or abandoned.

9. **Deposit.** We may use your deposit to pay any amounts owed to us under this Agreement.

10. **Your Property.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence.

11. **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 our rental office for inspection and written amendment of the due-in date.

12. **Miscellaneous.** No waiver by us of any breach of this Agreement will constitute a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement will not constitute a waiver of any other provision of this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us are merged into this Agreement.

13. **Examination Under Oath (EUO).** Renter, additional renter, and any other drivers or passengers must submit to an examination under oath (EUO) to help with the investigation of any claim or accident at the request of the insurance company.

Rental Agreement Terms and Conditions (Page 3)

14. Physical Damage Waiver. By entering into this rental agreement you may be liable for damage, loss, or loss of use to the rental vehicle. Where allowed by law, this contract offers, for an additional charge a physical damage waiver (PDW) to cover all or part of your responsibility for damage to the rental vehicle. Before deciding whether to purchase the physical damage waiver, you may wish to determine whether your own automobile insurance or credit card agreement provides you coverage for damage or loss to the rental vehicle and the amount of any deductibles that may apply. Certain exclusions, terms and limitations may apply and are listed below. The purchase of this physical damage waiver is not mandatory and may be waived. This physical damage waiver is not insurance.

If you accept PDW at the time of rental, you must pay for it when you return the Vehicle or when the rental is terminated in order for it to be effective. PDW covers only physical damage, unless otherwise required by the laws of the state where the rental occurs.

Maryland rentals: "Maryland law requires that all Maryland residents' insurance policies with collision coverage automatically extend that collision coverage to passenger cars rented by the insureds named in the policy for a period of 30 days or less."

Minnesota rentals: "Under Minnesota Law, a personal automobile insurance policy issued in Minnesota must cover the rental of this motor vehicle against damage to the vehicle and against loss of use of the vehicle. Therefore, purchase of any P.D.W. or similar insurance effected in this rental contract is not necessary if your policy was issued in Minnesota."

Texas rentals: "The Texas personal automobile insurance policy provides coverage for the legal liabilities of the policyholder in connection with the loss of or damage to a rented vehicle except for damages caused intentionally. Therefore it may not be necessary for you to purchase a physical damage waiver."

PDW is void, where allowed by law, if:

- a) you fail to call the police to the scene of an accident.
- b) you fail to report all accidents to us and the police within 24 hours of occurrence or discovery.
- c) you fail to pay all rental charges when the Vehicle is returned or the rental is terminated.
- d) the Vehicle is driven or used in an unauthorized manner, such as:
 - 1) by anyone who is not an authorized driver with or without the renter's permission, or by anyone whose driving license is suspended in any jurisdiction;
 - 2) by anyone under the influence of drugs or alcohol;
 - 3) by anyone who obtained the Vehicle by fraud or misrepresentation;
 - 4) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law;
 - 5) to carry persons or property for hire;
 - 6) to push or tow anything;
 - 7) in any race, speed test or contest;
 - 8) to teach anyone to drive;
 - 9) for carrying dangerous items or contraband;
 - 10) outside the United States or Canada;
 - 11) when loaded beyond its capacity;
 - 12) on unpaved roads;
 - 13) to transport more passengers than the number of seat belts, or to carry persons outside the passenger compartment;
 - 14) to transport children without approved child safety seats as required by law; or
 - 15) when the odometer or its seal has been tampered with; or
- e) you commit a wanton or reckless act with the vehicle, such as by giving the vehicle to a person not authorized by law or by this agreement.

By initialling below, you have acknowledged that you received and understood this notice before signing the Rental Agreement.

Renter's Initials

Date

LSV - LOW SPEED VEHICLE RA

Addendum to the Rental Agreement (The terms of this Addendum become part of the Rental Agreement.)

1. The primary renter and authorized additional renters agree to confirm that all passengers are SEATED AND SAFELY BELTED in before the vehicle is put into motion. NO STANDING IN THE CART WHEN IN MOTION OR WHEN PARKED.
2. The LSV must not be driven over curbs, off road, on beaches, bike paths or sidewalks. The primary renter and authorized additional renters understand and agree that the rented LSV vehicle must be operated adhering to all normal rules of the road.
3. The primary renter and authorized additional renters agree to give the right of way to faster moving traffic when this can be done safely. DRIVE WITHIN THE "CART PAIB" WHEN EVER ONE IS AVAILABLE.
4. The primary renter and authorized additional renters are responsible for maintaining proper weight distribution of their passengers in the cart.
5. NO DRINKING OF ALCOHOL while operating the LSV.
6. The primary renter and authorized additional renters are prohibited from wearing any kind of headset for a CD player or walkman cassette or radio device while driving the vehicle. Use of cell phone prohibited while operating the LSV.
7. The primary renter and authorized additional renters agree that no pets shall be permitted in the LSV.
8. The primary renter or authorized additional renters understand that they are prohibited from traveling on any roadways that are not marked on the map provided for you by the renting location.
9. The customer is responsible for maintaining the proper percentage of charge (applies to electric LSVs) so the vehicle can be returned to the renting location.
10. The primary renter and authorized additional renters accept the responsibility for any charges to their credit card for the recovery of a vehicle that was not able to return to the renting location because of the following:
 - a) Low charge-(electric LSVs)
 - b) Vehicle was Impounded.
 - c) Any vehicle that required repossession.
11. The primary renter assumes responsibility for any unpaid parking tickets in addition to any surcharges that may apply.
12. 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 Law.

13. Amended "Item 3" to the "Terms and Conditions" found on "Page 2" of the LSV Rental Agreement

RENTERS THIRD-PARTY LIABILITY RESPONSIBILITY: You agree that Your insurance company will be responsibility for handling, defending, and paying all third-party claims for bodily injury, death, or property damage caused by or arising from the use or operation of the Car in an amount at least sufficient to satisfy applicable responsibility or other insurance laws. You AND ANY ADDITIONAL RENTER(S) INDEMNIFY AND HOLD THE OWNER/LESSOR HARMLESS FROM AND AGAINST, AND WILL DEFEND THE OWNER/LESSOR AGAINST, ANY AND ALL LOSS LIABILITY OR DAMAGES WHATSOEVER CAUSED BY OR ARISING OUT THE USE OR OPERATION OF THE CAR DURING THE RENTAL, WHERE PERMITTED BY LAW, OWNER/LESSOR DO NOT PROVIDE ANY THIRD-PARTY LIABILITY PROTECTION COVERING THIS RENTAL EXCEPT AS MAY BE PROVIDED IN OPERATION SUPPLEMENTAL LIABILITY INSURANCE (WHERE AVAILABLE). Where the Owner/Lessor are required by law to provide third-party protection in spite of the terms of this Rental Agreement, it shall be secondary over any coverage provided You or any Additional Renter(s) under all other policies, and if so imposed, shall provide such protection in excess of all other coverage in an amount necessary to satisfy the minimum protection required by applicable law or statute. In the event of an accident, You will provide proof of financial responsibility as required by the state in which the accident occurs. WHERE PERMITTED BY LAW, OWNER/LESSOR DO NOT PROVIDE "UNINSURED" MOTORIST OR MOTOR VEHICLE COVERAGE OR SUPPLEMENTRY "NO FAULT" OR OTHER OPTIONAL PROTECTION IN CONNECTION WITH THIS RENTAL AND YOU AND OWNER/LESSOR HEREBY REJECT, TO THE EXTENT PERMITTED BY LAW, INCLUSION OF ANY SUCH PROTECTION.

By signing this document, the primary renter and additional renters are attesting that they have read this addendum in full, understand it and agree to the terms of this addendum in addition to all terms on both sides and page three of the attached rental agreement.

Primary Renter's Signature

1st Additional Renter's Signature

2nd Additional Renter's Signature

Date Out ___/___/___ Time ___:___ AM/PM Date Due Back ___/___/___ Time ___:___ AM/PM