

CAMP CART RENTALS, LLC RENTAL AGREEMENT AND TERMS

CREDIT CARD AUTHORIZATION

By signing this form, you authorize Camp Cart Rentals to charge your credit card for the booking amounts listed above.

Furthermore, you agree to the following terms regarding future charges:

Card on File: You authorize Camp Cart Rentals to securely store your credit card information within our encrypted payment system.

Unpaid Items & Balances: You authorize Camp Cart Rentals to charge this card for any unpaid balances, extended rental periods, or additional items requested during the rental period.

Damage Fees: You acknowledge that you are responsible for any loss or damage to the rental property/equipment during the rental period. In the event of damage, you explicitly authorize Camp Cart Rentals to charge this card for the actual cost of repairs, replacement, or cleaning fees up to \$1,500.00.

Notification of Charges: Camp Cart Rentals will provide an itemized receipt and photo evidence (where applicable) via email prior to executing any secondary charges for damages or unpaid items.

Chargeback Waiver: By signing below, you agree not to dispute these authorized charges with your credit card company, provided the charges correspond to the terms outlined in this agreement.

ELIGIBILITY AND REQUIREMENTS

Payment due dates may be subject to change to align with dates of the deliverables.

Renter must be at least 21 years of age and possess a valid driver's license.

Renter must provide a valid government-issued photo ID and credit card at time of rental.

Renter must provide proof of insurance to the company and may need to aid in verifying coverage with their insurance agent, if necessary and requested by Company.

Only individuals listed on this Agreement are authorized to operate the golf cart.
Renter certifies that their driver's license is valid and not suspended, revoked, or restricted

DELIVERY AND PICKUP

Company will deliver the golf cart to the address specified above at the rental start time. Company will pick up the golf cart from the address specified above at the rental end time. If drop off and pick up locations differ, Company reserves the right to charge a distance fee of \$1.00 per mile..

Renter or an authorized representative must be present at delivery to inspect and accept the golf cart.

Renter or an authorized representative must be present at pickup for final inspection.

If Renter is not available at the scheduled pickup time, Company may charge an additional waiting fee of \$50.00 per hour or any portion thereof.

Renter is responsible for providing safe and accessible delivery and pickup locations. Pickup times are estimates and may vary due to traffic, weather, or other unforeseen circumstances.

RENTAL PERIOD AND EXTENSIONS

The rental period begins at the time of delivery to the location and ends at the time of pickup as specified above.

Rental extensions must be requested at least 24 hours before the scheduled pickup time and are subject to availability.

Unauthorized extensions will be charged at 1.5 times the daily rental rate plus an unauthorized retention fee of \$100.00 per day. Such rates shall be posted at www.campcartrentals.com.

If the golf cart is not made available for pickup within 24 hours of the scheduled time without prior authorization, Company may report the golf cart as stolen to law enforcement

PAYMENT TERMS

Payment in full is due seventy-two (72) hours before rental unless other arrangements have been made in writing.

A security deposit is required and will be refunded within 7 business days if the golf cart is returned undamaged and on time, less processing fees.

Renter authorizes Company to charge the credit card on file for any additional fees, damages, or violations of this Agreement.

Returned checks will incur a \$35.00 fee plus any applicable bank charges. Check must clear before rental can occur.

Delivery and pickup fees are non-refundable once service has been performed.

All additional fees are listed at www.campcartrentals.com.

USE RESTRICTIONS

Renter agrees to the following use restrictions:

Golf cart shall be operated only on designated paths, private property with permission, and roads where golf carts are legally permitted under Indiana law.

Golf cart shall NOT be operated on state or federal highways unless specifically permitted by local ordinance.

Maximum occupancy shall not exceed the manufacturer's specified capacity.

Golf cart shall not be used for racing, stunts, or any competitive activities.

Golf cart shall not be operated while Renter is under the influence of alcohol, drugs, or any impairing substance.

Golf cart shall not be operated in a reckless, negligent, or abusive manner.

Golf cart shall not be sublet, loaned, or rented to any other party.

Golf cart shall not be used for commercial purposes unless specifically agreed upon in writing.

Golf cart shall not be removed from the delivery address without Company's prior written consent.

Smoking is prohibited in the golf cart.

Pets are permitted only with prior written approval and subject to additional fees.

OPERATION AND SAFETY

Renter shall operate the golf cart in accordance with all applicable federal, state, and local laws, including Indiana Code Title 9.

Renter shall obey all traffic laws and posted speed limits.

Seatbelts must be worn at all times when provided.

Children under 16 years of age shall not operate the golf cart.

All passengers must remain seated while the cart is in motion.
Renter shall conduct a safety check upon delivery and report any defects to Company immediately.

Golf cart shall be locked and secured when unattended.

MAINTENANCE AND CARE

Renter shall check general condition daily.

Renter shall charge electric golf carts as needed and shall not allow battery to fully deplete.

Renter shall protect the golf cart from weather damage when possible.

Any mechanical issues must be reported to Company immediately.

Renter shall not attempt repairs or modifications without Company's written consent.

DAMAGE AND LIABILITY

Renter accepts the golf cart in good working condition and acknowledges responsibility for its safe return.

Renter is liable for all damage to the golf cart during the rental period, including collision damage, vandalism, theft, weather-related damage due to negligence, mechanical damage due to misuse, and upholstery or body damage.

Renter is liable for all damage to third-party property and injuries to third parties caused by Renter's operation of the golf cart.

In the event of an accident, theft, or damage, Renter must notify Company immediately, obtain contact information from all parties involved, obtain a police report if damages exceed \$1,000 or if required by law, and cooperate fully with Company and insurance investigations.

If the golf cart is stolen, Renter remains responsible for the replacement cost unless a police report is filed within 24 hours of discovery.

INSURANCE

Renter's personal automobile insurance policy is primary coverage for any incidents involving the golf cart.

Renter shall provide Company with proof of insurance upon request. Company has discretion on acceptance or denial of insurance policy.

If Renter's insurance does not cover golf cart operation, Renter assumes full financial responsibility for all damages and liabilities.

Company's insurance, if applicable, serves only as secondary coverage and does not waive Renter's liability.

INDEMNIFICATION

Renter agrees to indemnify, defend, and hold harmless Company, its owners, members, employees, and agents from any and all claims, damages, losses, liabilities, costs, and expenses (including attorney's fees) arising from Renter's operation or possession of the golf cart, violation of this Agreement, violation of any applicable laws, injury or death to any person, or damage to any property.

This indemnification survives the termination of this Agreement.

WAIVER OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY INDIANA LAW, RENTER ASSUMES ALL RISKS ASSOCIATED WITH THE RENTAL AND OPERATION OF THE GOLF CART. RENTER WAIVES ANY CLAIMS AGAINST COMPANY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER LOSSES EXCEPT THOSE CAUSED BY COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Company is not liable for any indirect, incidental, or consequential damages arising from this rental.

ABANDONED OR UNRETURNED EQUIPMENT

If Renter fails to make the golf cart available for scheduled pickup, Company may enter the delivery location to repossess the golf cart at Renter's expense.

Renter shall be liable for all costs associated with locating and recovering the golf cart, including towing, storage, legal fees, and additional rental charges.

Renter shall be charged the daily rental rate until the golf cart is recovered.

Renter shall not attempt to transfer or sublease cart. Any attempt to transfer or sublease by anyone other than the company shall void this agreement.

A \$25.00 fee for lost key. All other damages/loss fees are available at campcartrentals.com.

PROHIBITED ACTIVITIES

Renter shall not:

Remove or obscure Company logos, decals, or decorations/numbers, etc.

Use the golf cart for any illegal purpose

Overload the golf cart beyond manufacturer specifications

Operate the golf cart on beaches, in water, or in environmentally sensitive areas without permission

INSPECTION AND CONDITION

Renter acknowledges inspecting the golf cart at delivery and accepting it in good condition unless defects are noted in inspection sheet provided at time of delivery.

Photographs of the golf cart have been taken at delivery and may have been incorporated into this Agreement.

At pickup, Company will inspect the golf cart for damage and cleanliness.

CLEANING AND RETURN CONDITION

Golf cart must be returned in clean condition, free of debris, trash, and excessive dirt.

A cleaning fee of \$75.00 will be charged if the golf cart requires excessive cleaning.

Electric golf carts should be at least 50% charged before pickup. A \$25.00 recharge fee may apply if battery is depleted.

Gas golf carts should be returned with a full tank of gas. If returned with less than full tank of gas, customer's card will be charged \$5.00/gallon to fill gas tank.

CANCELLATION AND REFUND POLICY

Cancellations made more than 48 hours before rental start time: full refund minus taxes/processing fees + \$50.00 cancellation fee

Cancellations made 24 hours before rental start time: no refund

Cancellations made less than 24 hours before rental start time: no refund

Company reserves the right to cancel rental due to weather, mechanical issues, or other circumstances beyond its control, with full refund including delivery fees.

FORCE MAJEURE

Company is not liable for failure to perform due to circumstances beyond its control, including acts of God, weather, government actions, or equipment failure.

In such events, Company will work with Renter to reschedule or provide a refund.

PRIVACY AND DATA USE

Company will maintain Renter's personal information in accordance with applicable privacy laws.

Information may be used for billing, insurance purposes, and future marketing communications. Renter may opt out of marketing communications at any time.

GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of the State of Indiana.

Any disputes arising from this Agreement shall be resolved in the courts of the county where Company is located, Indiana.

Renter consents to personal jurisdiction in Marion County Circuit Court.

DISPUTE RESOLUTION

Any disputes shall first be attempted to be resolved through good-faith negotiation within 60 days of dispute being document in writing.

If negotiation fails, parties agree to mediation before pursuing litigation.

The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and costs.

SEVERABILITY

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and agreements.

No modifications shall be valid unless made in writing and signed by both parties. Company's failure to enforce any provision does not constitute a waiver of that provision.

ACKNOWLEDGMENT AND SIGNATURE

By signing, Renter acknowledges that they have read, understood, and agree to be bound by all terms and conditions of this Agreement. Renter certifies that all information provided is true and accurate.

