

**GOLF CARS FOR FUN, LLC**

26771 Highway 380 East, Aubrey, Texas 76227/ Phone: 972-346-2064/ Fax: 972-347-3356

**Please return agreement to: sales@golfcarsforfun.net**

**LEASE/ RENTAL AGREEMENT**

RENTAL DATE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

LESSEE'S PREMISES: \_\_\_\_\_

LESSEE'S DRIVER'S LICENSE NO.: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_ PICK-UP DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ CELL: \_\_\_\_\_

TO RENT: \_\_\_\_\_

CREDIT CARD INFO: \_\_\_\_\_

TYPE OF CARD: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_ CCV#: \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

**PAYMENTS BY LESSEE:** Lessee agrees to pay Golf Cars For Fun, LLC (herein "Lessor") for each Car the Total Rental designated above. Rental payments are payable by the first of each month, in advance, on receipt of an invoice for rental payment.

**LESSEE'S INSPECTION:** Lessee acknowledges that Lessor has required Lessee to test and inspect the Car and accept the Car's condition prior to signing this Agreement. By signing below, Lessee represents that Lessee has tested and inspected the Car to Lessee's full satisfaction and that Lessee is satisfied with the Car and accepts the Car in its as-is condition.

**SECURITY DEPOSIT:** As security for the prompt payment and full payment of the Rental Payments and complete and timely performance of all provisions of this Lease, Lessee shall deposit with the Lessor the amount \$\_\_\_\_\_. Customer must be present at time of delivery and return of all rental/lease cars for damage inspection. If customer is not present the determination of damages will be posted on the delivery/return sheet and billed accordingly.

**LESSEE TO PROVIDE MAINTENANCE:** Lessee shall conduct daily operational checks before use, including checking water in batteries, oil level, fuel, steering, brakes, tires, lights, any safety features and general operational condition.

**LESSEE'S FAMILIARITY WITH CAR:** Lessee represents to Lessor that Lessee is familiar with the operation and use of the Car and that Lessee is capable of inspecting, testing, operating, and maintaining the Car safely and in accordance with the terms and conditions of this Agreement.

**LESSEE'S PREMISES:** Lessee represents that Lessee's premises identified above contains surfaces on which the Car can be safely operated, and Lessee represents that Lessee will only operate the car on Lessee's premises and on such surfaces.

**RESTRICTIONS ON USE:** Lessee acknowledges that operation of the Car is subject to the same laws and regulations pertaining to motor vehicles and therefore agrees to operate the Car, and permit the Car to be operated, solely in accordance with the laws of the State of Texas and the local laws of the county in which Lessee's premises are located. Lessee agrees that only persons who possess a valid driver's license will be permitted by Lessee to operate the Car on public streets and rights of way, and only persons maintaining motor vehicle liability insurance as required by law shall be permitted by Lessee to operate the Car. Lessee agrees that at all times, Lessee will not permit the Car to be operated by anyone except a person under Lessee's control. In addition, Lessee agrees that it will not (1) remove any improvements, accessories, or safety devices from the Car; (2) operate Car off of Lessee's premises; (3) make repairs to the Car; (4) use the Car to tow or push other vehicles or property; (5) use the battery for any purpose other than operating the Car, i.e. no jump starting; (6) remove, change, or disable any key lock; (7) operate the Car on a public street unless in compliance with state and

local law; (8) carry hazardous or flammable substances in the Car; (9) inflate the tires with freon; (10) attach any stickers or decals to cart (Lessee will be charged prevailing hourly shop rate to remove stickers or decals, or to replace defaced part, plus cost of any defaced parts); (11) allow any liens to be placed on the Car; (12) leave Car unsecured at any time, i.e. leave key in/on Car unattended.

**LESSEE'S INSURANCE:** Lessee represents to Lessor that Lessee currently maintains, and will maintain in force at all times throughout the entire rental period at Lessee's own expense, with one or more insurance companies authorized to transact business in Texas, general liability, vehicle, fire, theft, and collision insurance covering the Car and any use or storage thereof during the rental period, with per occurrence limits of not less than \$300,000.00.

**DEFAULT:** If Lessee defaults, Lessee shall reimburse Lessor for all reasonable expenses of repossession, re-leasing, and enforcement of Lessor's rights, including attorney's fees and court costs. This Agreement shall be governed by the laws of the State of Texas. Jurisdiction and venue for any proceeding concerning this Agreement shall be in the courts of the State of Texas located in Denton County, Texas.

**RETURN CAR(S) ON TERMINATION:** Lessee must return the Car(s) in good repair and working order, less normal wear and tear. By signing in the space provided, the Customer/Lessee agrees to all rental Terms and Conditions of this Rental Agreement.

**LIABILITY, RELEASE, AND INDEMNIFICATION:** LESSEE ACKNOWLEDGES THAT USE OF THE CAR COULD RESULT IN LOSS OR INJURY (INCLUDING DEATH) TO PERSONS OR PROPERTY. LESSEE LEASES THE CAR AT LESSEE'S OWN RISK AND AGREES TO BE RESPONSIBLE FOR ALL SUCH LOSS OR INJURY TO ANY PERSON OR PROPERTY ARISING FROM THE USE, TRANSPORT, PARKING, OR STORAGE OF THE CAR BY ANY PERSON DURING THE RENTAL PERIOD. EVEN IF SUCH LOSS OR INJURY IS CAUSED IN FULL OR IN PART BY LESSOR'S NEGLIGENCE, LESSOR SHALL NOT BE RESPONSIBLE TO ANYONE, INCLUDING LESSEE, LESSEE'S CUSTOMERS, EMPLOYEES, GUESTS, OR FAMILY, FOR, AND LESSEE HEREBY RELEASES LESSOR FROM AND SHALL INDEMNIFY, DEFEND, AND HOLD LESSEE HARMLESS FROM AND AGAINST, ANY DAMAGES, INJURIES, OR LOSSES TO PERSONS OR PROPERTY, INCLUDING DEATH, CAUSED BY ANY PERSON'S (INCLUDING LESSEE'S) USE, TRANSPORT, PARKING, OR STORAGE OF THE CAR DURING THE RENTAL PERIOD, OR CAUSED BY VIOLATION OF MOTOR VEHICLE OR PARKING LAWS, INTERRUPTION OF USE, BREAKDOWN, STORAGE CARE, ACCIDENT, EXPLOSION, SMOKE, BATTERY ACID, FIRE, VANDALISM, FLOOD, THEFT OR ANY OTHER OCCURRENCES OR CASUALTY LOSSES, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE LESSOR. LESSEE AGREES TO KEEP THE CAR IN A SECURE AREA WHEN NOT IN USE AND WILL REIMBURSE LESSOR FOR THEFT OF CAR OR ANY DAMAGE SUFFERED BY THE CAR DURING THE RENTAL PERIOD. LESSEE SHALL PROMPTLY REIMBURSE LESSOR FOR ANY LOSS OR COST OF REPAIRS OR SERVICE TO THE CAR CAUSED BY NEGLIGENCE OR IMPROPER USE OF THE CAR DURING THE RENTAL PERIOD. LESSOR MAY REQUIRE ADVANCE PAYMENT FOR REPAIRS FOR WHICH THE LESSEE IS RESPONSIBLE.

**WAIVER OF CLAIMS:** BY SIGNING BELOW, LESSEE ACKNOWLEDGES LESSEE'S RELEASE AND INDEMNIFICATION OF LESSOR AS SET FORTH ABOVE AND HEREBY WAIVES ALL CLAIMS OF EVERY KIND, KNOWN OR UNKNOWN, WHICH LESSEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST LESSOR AT ANY TIME AND FROM TIME TO TIME BY REASON OF OR ARISING OUT OF LESSEE'S LEASE OF THE CAR UNLESS SUCH CLAIM IS CAUSED BY LESSOR'S GROSS NEGLIGENCE.

\_\_\_\_\_  
Customer/Lessee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Rental Agent

\_\_\_\_\_  
Date