



Lake Erie Canopy Tours Golf Cart Rental Agreement

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| RENTAL COMPANY: DNC Parks & Resorts Geneva Canopy Tours, Inc., d/b/a Lake Erie Canopy Tours | 4888 North Broadway Geneva, Ohio 44041 www.lakeeriecanopytours.com | PHONE: 866-601-1973 |
| LECT Manager: Donna Spittler LECT Agent: | | |
| Name of Renter(s): _____ | | Date: _____ |
| Address: _____ City: _____ State: _____ Zip: _____ | | |
| Cell Phone: _____ Home Phone: _____ Email: _____ | | |
| Driver's License: State: _____ No.: _____ | | |
| Deposit (\$250): _____ (Guest Int) _____ (LECT Employee INT) <i>Must be paid 24hr in advance for Hearthside Grove curbside delivery</i> | | |
| Rental Start Date _____ P/U or Delivery Time: _____ Golf Cart #: _____ | | |
| Rental Return Date: _____ Return Time: 9am _____ Initial: _____ | | |
| Total Days: _____ Amount Due: \$ _____ | | |

You must be 21 years of age and in possession of a driver's license to rent any golf cart. Only the Renter(s) listed above and signed below may drive the golf cart.

In addition to the Rental Rate, Deposit described above and any other applicable amounts due under this Agreement, rentals returned after 10am are subjected to a \$150 fee.

A \$350 charge will be levied for chargers damaged due to being left out exposed to the rain. All amounts must be paid by credit card, no debit cards will be accepted.

This Agreement consists of the Golf Cart Rental Terms & Conditions on the second page of this document, and any additional materials we provide at the time of rental.

Renter acknowledges all items indicated above are true and accurate and accepts all responsibility for items and damages as stated within this Agreement.

RENTER'S SIGNATURE: _____

GOLF CART RENTAL TERMS & CONDITIONS

You are renting a golf cart from us according to the following terms and conditions:

1. **Definitions.** "You" means the person signing this Agreement and any other person or organization to whom charges are billed by us at your direction. All persons referred to as "you" are jointly and severally bound by this Agreement. "We" or "us" refers to the owner of the Cart. "Cart" includes the golf cart identified herein, and all its accessories, equipment, and keys.

2. **Our Property.** You agree that the Cart is our property. This Agreement is a contract only for the rental of the Cart. 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 Cart, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CART IS FIT FOR A PARTICULAR PURPOSE. We can repossess the Cart at your expense without notice to you, if the Cart is abandoned or used in violation of law or this Agreement.

3. **Unauthorized Use of the Cart.** You acknowledge that you have received adequate and proper safety and operational instruction for the Cart and you are capable in all aspects of handling and operating such Cart and following all safety instructions. You shall be the sole operator of the golf cart, and no other person shall operate the Cart. In no event shall the Cart be driven: (a) by anyone who is not a licensed driver; (b) by anyone under the influence of drugs or intoxicants; (c) by anyone who obtained the Cart by fraud or misrepresentation (including false statement by you or false authorized driver information); (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law; (e) in any race, speed test or contest; (f) for carrying dangerous items/contraband; (g) outside the limits of the Village of Geneva-on-the-Lake; or (f) loaded beyond its capacity. You will comply with all applicable laws, ordinances and regulations regarding the operation of the Cart.

4. **Condition of the Cart.** (a) You acknowledge and understand that the Cart is without damages or defects including, but not limited to, dents, scratches, tears, and stains. You must return the Cart in the same condition as you received it except ordinary wear. We prohibit smoking in all Carts. We prohibit pets in all Carts. You agree to immediately report any defect to us.

(b) If it is determined that you have caused damage to the Cart, we reserve the right to charge your credit card for such damage. You will be responsible for any revenue loss incurred by us due to the golf cart being unavailable for rental due to damage caused during the rental period.

5. **Indemnification and Insurance.** You will indemnify, defend, and hold us harmless from third party claims arising out of or in connection with: (1) personal injury or damage to property resulting from your negligence or intentional misconduct, and (2) your breach of Agreement. You are responsible for and will pay us on demand for all missing equipment, loss or damage to the golf cart regardless of whether you are at fault. You represent and agree that for the duration of your rental, you maintain automobile insurance. You agree that your insurance will be primary without right of contribution from us or our insurance policies. Any insurance we are required to provide applies to claims of bodily injury and property damage only and is secondary to any other valid and collectable insurance whether it is primary, secondary, excess or contingent. We will be an additional insured on any such available insurances. You waive any rights of subrogation against us and further agree to cause your insurers to waive their rights of subrogation against us.

6. **Charges; Credit Card Payment.** A valid credit card number shall be retained by us and will be used to provide full compensation for the rental of the golf cart and for any failure by you to return said golf cart in as good condition as when received by you. You authorize us to charge your credit card for any amounts due under this Agreement. The amount available on the balance of your credit card shall in no way be considered a

limitation on the amount of damages, reimbursements, or rental charges owed to us by you. You shall pay us on demand for: (a) charges for the rental period computed at the rate shown on Page 1; (b) applicable sales, use and other taxes; (c) loss or damage to the Cart, which is the cost of repair or the actual cash value of the Cart on the date of the loss if the golf cart is not repairable, plus loss of use; and (d) the costs including pre- and post-judgment attorneys' fees we incur collecting payments due from you.

7. **Deposit.** We may apply your deposit against any payments due us under this Agreement.

8. **Release.** YOU ASSUME ALL RISK (INCLUDING, BUT NOT LIMITED TO, ALL RISK OR INJURY OR DEATH) INHERENT IN THE VOLUNTARY OPERATION AND USE OF THE CART. YOU AGREE TO RELEASE US FROM ANY LIABILITY FOR BODILY INJURY (INCLUDING DEATH) AND/OR PROPERTY DAMAGE RESULTING IN WHOLE OR IN PART FROM OUR NEGLIGENCE, OR DEFECTIVE CONDITION OF THE CART.

9. **Return of the Cart.** You must return the Cart to the Welcome Center, on the date and time specified on Page 1. We may, at your expense, repossess the golf cart if it is not returned on the date and time specified on Page 1; you will indemnify us for expenses we incur in locating and recovering the Cart and you waive all recourse against us for any criminal reports or prosecutions that we take against you.

10. **Your Property.** You release us, our agents and employees, from all claims for loss 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 golf cart or our office, whether or not the loss or damage was caused by our negligence or fault.

11. **Fines.** You must pay all fines, court costs, penalties, forfeitures or other expenses for violations while the Cart is on rent and you will be responsible for all claims made by others against us for payment of any costs arising from your violation(s).

12. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH ANY OF OUR SERVICES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST EARNINGS, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF, SUCH DAMAGES. WE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT WE ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE AND TOTAL LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR CAUSE OF ACTION, EXCEED THE AMOUNT INVOICED FOR SUCH SERVICES.

13. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the state of Ohio, without giving effect to any choice of law principles that would result in the application of the laws of any other jurisdiction. Each party agrees that any action or proceeding (whether based in contract, tort, or otherwise) between the parties arising out of or relating to this Agreement must be brought and determined exclusively in the federal or state courts sitting in Ashtabula County, Ohio.

14. **Modification.** No term of this Agreement can be waived or modified except by a writing that we have signed.

15. **Entire Agreement.** This Agreement and any addenda is the entire agreement between you and us.

Renter Initial: _____