

# Simmons' Battery Co., LLC

## Golf Cart Rental Agreement

The Parties to this Agreement are:

### **The Owner:**

Simmons' Battery LLC  
725 Oliver Road,  
Montgomery, AL 36117  
334-271-6251 p | 334-271-6566 f

### **The Renter:**

Contact Phone #: \_\_\_\_\_

Deposit Receipt #: \_\_\_\_\_

Date of Deposit: \_\_\_\_\_

Type of Deposit: \_\_\_\_\_

Card #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

First Name

Last Name

Company

I.D. / Social Security, Government I.D. or Other (Specify):

Physical Address:

### **The Object of the Rental is:**

Type of Golf Cart:

Make / Color / Model:

Year

Serial Number(s)

Rated Passenger / Weight Carrying Capacity:

### **Condition of Golf Cart:**

The Owner states that to the best of his knowledge and belief, that the above described golf cart(s) is in sound and safe condition and free of any known defects or faults which would affect its safe and reliable operation under normal use.

The Renter has inspected the golf cart(s) prior to signing this agreement. \_\_\_\_\_ (Initials)

### **Rental Period:**

The Owner agrees to rent the above-described golf cart(s) to the Renter for the following period:

Starting Date: \_\_\_\_\_ Time: \_\_\_\_\_ (a.m. / p.m.)

Ending Date: \_\_\_\_\_ Time: \_\_\_\_\_ (a.m. / p.m.)

### **Rental Rate and Applicable Taxes:**

The Renter hereby agrees to pay the Owner at the rate of \$\_\_\_\_\_ per day / per cart total for the use of the above-described golf cart(s). Rate does not include 10% tax. Rate is added to the total of the per day cost of each individual cart rented if so applies. (All gas carts come with at least half a tank of gas).

### **Pickup and/or Delivery:**

The Renter has the option of pickup and/or delivery and agrees to pay the Owner the rate of \$\_\_\_\_\_ for pickup and/or delivery of the above-described golf cart(s). Pickup/Delivery rate may vary due to distance traveled, number of carts, and if both pickup and delivery is needed (if only one, then rate is halved). Check boxes that apply.

Pickup

Delivery

\_\_\_\_\_ (Initials)

# Simmons' Battery Co., LLC

## **Deposit:**

The Renter further agrees to make a deposit of \$\_\_\_\_\_, Credit Card information may be held in lieu of deposit, with the Owner; said deposit to be used, in the event of loss of or damage to the golf cart(s), equipment, or motor during the term of this Golf Cart Rental Agreement to defray fully or partially the cost of necessary repairs or replacement.

## **Liability Clause:**

By signing this Agreement, you (the Renter) are FULLY AND TOTALLY liable for any and all injuries (should they occur), to yourself and/or anyone that is riding or has ridden the golf cart(s). You are also responsible for any and all medical expenses, emotional damage, diagnosis, and treatments to/for yourself or any third party injured as a result of your action while the aforementioned golf cart(s) (should they occur and/or be necessary). You waive any and all claims against Simmons' Battery Co., LLC (should it be necessary).

**Signature Required:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **EXCLUSIONS:**

- No one under the age of 16 is authorized to operate this golf cart without the explicit written permission of Owner.
- The rented golf cart shall not be used to carry passengers or property for hire.
- The rented golf cart shall not be used to carry passengers in excess of the capacity stipulated above.
- The rented golf cart shall not be used to carry passengers, goods or materials in excess of the rated passenger/weight carrying capacity of the golf cart as stipulated above.
- The rented golf cart shall not be used to push, pull, or tow anything without the written permission of the Owner.
- The rented golf cart shall not be used for any illegal purpose.
- The Renter shall not operate the golf cart in a negligent manner.
- The rented golf cart shall not be operated by any other person or persons other than the Renter(s) stipulated above without the written permission of the Owner.
- The Renter shall not remove the motor from the golf cart for any use whatsoever.
- No passengers shall be carried on the golf cart whilst the golf cart is being towed by the trailer.

## **Qualifications:**

The Renter states that he/she is physically and legally qualified to operate the above described golf cart(s). \_\_\_\_\_ (Initials)

## **Insurance:**

The Renter hereby agrees that he/she shall be held fully responsible for any and all loss of, or damage to the golf cart, equipment or motor during the term of this Agreement, whether caused by collision, fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by a fault or defect of the golf cart, equipment, or motor.

\_\_\_\_\_ (Initials)

## **Return of Golf Cart, Equipment, and Motor:**

The Renter hereby agrees to return the above-described golf cart(s), equipment and motor to the Owner at the physical address listed. (If not opting for Pickup and/or Delivery services).

No later than \_\_\_\_\_

**Owner Signature:** \_\_\_\_\_

**Renter Signature:** \_\_\_\_\_