

Hardin Hilltop Villa Golf Cart Rental Agreement

Today's Date _____

Name: _____ Phone # _____

Address: _____ City: _____

State: _____ Zip: _____

Drivers License # _____ State: _____

Number of Nights: _____

Check-in Date: _____ Check-out Date _____

1. Lessee acknowledges receipt of the equipment identified above (the "Equipment" which is to be examined by Lessee upon arrival. If cart is found to NOT be in first-class condition upon receipt it is the Lessee responsibility to report any findings to the owner prior to using the cart). Lessee further acknowledges that the equipment is leased by, Leaser to Lessee for the use and purpose for which it was manufactured subject, however to the terms and conditions set forth herein.
2. Lessee shall return the equipment to the condo no later than check-out time specified above (LESSEE SHALL CONTACT LESSOR IF AN EXTENSION OF TIME IS DESIRED) or upon Leaser's demand therefore. The equipment shall be returned in the same condition as when received, ordinary wear accepted.
3. Lessee shall pay to Leaser, upon demand, rental for the equipment at the rates provided until the equipment is returned to Leaser. Daily rates will apply unless other arrangements are made with Leaser in advance. All days including weekends and holidays are chargeable.
4. Lessee shall reimburse Leaser, upon demand for the loss of, or any damage to the equipment or property damage while it is rented to Lessee and for all costs and expenses, including reasonable attorney's fee, incurred by Leaser in collecting and amounts owing by Lessee hereunder or in otherwise enforcing Leaser's rights hereunder.
5. Lessee shall identify and hold Leaser harmless from and against any and all liability, including bodily injury and property damage, arising out of the use or operation of the equipment by Lessee or anyone using or operating the same with Lessee's express or implied consent: provided, however, that Leaser shall be responsible for loss or damage resulting from Leaser's sole negligence.
6. Lessee shall abide by all rules and regulations of Leaser governing the use of the equipment (ONLY HOLDERS OF A VALID DRIVER'S LICENSE 18 YEARS OF AGE AND OLDER MAY OPERATE THE EQUIPMENT).
7. Lessee shall not assign the Rental Contract or sublease the equipment.

Signature

Date

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GOLF CART RULES

1. Lessee must be a minimum of 21 years of age
2. Operator(s) of golf cart must have in their possession a valid driver's license. (moped license, learner's permit, etc. are not accepted)
3. Golf Cart operated after sunset must have lights turned on. Please respect your neighbors and the quiet hours.
4. Golf Cart must be operated properly. Horseplay, racing or other misuse of cart will not be tolerated. Carts are to be operated within the Hollows only. No off road riding. A person may not operate the golf cart on FM 1431, Reed Park Road, and Old Burnet Road.
5. Golf Cart must remain in the Hollows at all times.
6. Golf Cart can carry a maximum of 4 people and all passengers must be seated at all times when cart is in motion.
7. Golf Cart must be returned at the designated check-out time.
8. Please report any malfunctions to owner immediately. (Kara at 512-879-8573)
9. Anyone found abusing the rules and regulations of the rental golf cart would forfeit all rental privileges. There will be no refunds made if the cart has to be returned because of Lessee misuse. There are no second chances.
10. Open alcohol containers are not permitted on the golf cart and it is against the law to drink alcohol and to drive. If you have open alcohol on the golf cart or are under the influence you will immediately lose rental privileges and all monies for the rental of the golf cart.
11. Golf carts must be ridden on trails only in The Hollows (note – golf carts may be ridden on the streets in the gated Northshore sections only in order to reach a trail).
12. Bicycles may be ridden on any street or trail. Pedestrians do have the right of way on all trails.
13. Violating any of the rules will be cause for immediate loss of rental privileges.
 - a. Underage drivers – anyone under 18 operating the golf cart
 - b. Invalid driver's license or no driver's license
 - c. Reckless driving

Signature

Date