

Copake Camping Resort Golf Cart Rental Agreement

Golf Cart VIN: _____ Date: _____
 Site # _____ Reservation # _____ Cart # _____
 Lessee Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Telephone Number: _____ Alternate Phone: _____
 Driver License: _____ State: _____ Date of Birth: _____

Additional Drivers - Must be **21 years of age** and have a valid driver's license in their possession while operating golf cart.

Name: _____ Driver License: _____ State: _____ Date of Birth: _____
 Name: _____ Driver License: _____ State: _____ Date of Birth: _____

Golf Cart Rental charges must be paid by credit card. In addition to the Rental Charges due, a **\$250 Refundable Security Deposit** must be paid by credit card. This amount will be released when the cart is returned less any charges due for cleaning and/or damage. **Lessee is responsible for any and all damage to the cart. Liability is not limited to the amount of deposit paid.**

Rental Charge	\$ _____
6.75% Sales Tax	\$ _____
Total Rental Charges Due	\$ _____
Security Deposit Due	\$ <u>250.00</u>
Total Charges + Deposits	\$ _____

GOLF CART CHECK-OUT

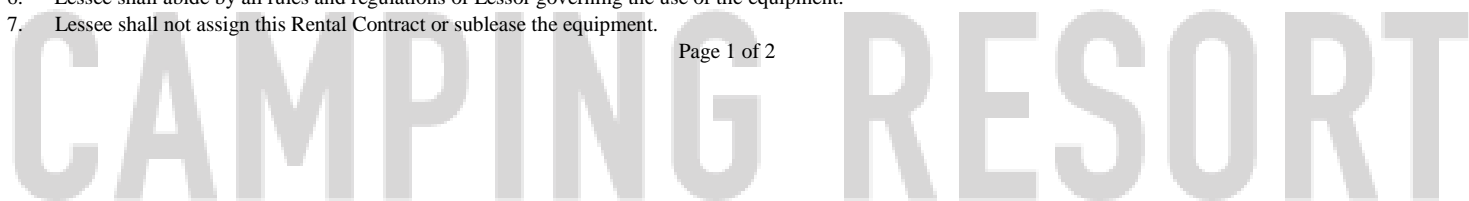
Date Out: _____ Time Out: _____ Agent: _____

Return Due Date: _____ Return Due Time: **1:00 pm**

By initialing below Lessee agrees to have received the golf cart in a clean and undamaged condition except as noted in the Comments space provided.

	<u>Staff Initial</u> <u>Out</u>	<u>Lessee Initial</u> <u>Out</u>	
Headlights/Tail lights	_____	_____	_____
Body	_____	_____	_____
Seats	_____	_____	_____
Tires	_____	_____	_____
Other	_____	_____	_____

1. Lessee acknowledges receipt of the equipment identified above (the "equipment") which was examined by Lessee and found to be in first-class condition upon receipt (except as noted below). Lessee further acknowledges that the equipment is leased by, Lessor 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 place of initial rental no later than the date and time specified above (**LESSEE SHALL CONTACT LESSOR IF AN EXTENSION OF TIME IS DESIRED**) or upon Lessor's demand therefore. The equipment shall be returned in the same condition as when received, ordinary wear accepted. Lessor will have sole discretion in determining charges for cleaning, damage and/or loss of use.
3. Lessee shall pay to Lessor, upon demand, rental for the equipment at the rates provided above until the equipment is returned to Lessor. Daily rates will apply unless other arrangements are made with Lessor in advance. Daily rates will apply if the equipment is kept after the scheduled return date.
4. Lessee shall reimburse Lessor, upon demand, for the loss of, or any damage to the equipment while it is rented to Lessee and for all costs and expenses, including reasonable attorney's fees, incurred by Lessor in collecting and amount owing by Lessee hereunder or in otherwise enforcing Lessor's rights hereunder.
5. Lessee shall indemnify and hold Lessor 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 Lessor shall be responsible for loss or damage resulting from Lessor's sole negligence.
6. Lessee shall abide by all rules and regulations of Lessor governing the use of the equipment.
7. Lessee shall not assign this Rental Contract or sublease the equipment.



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Golf Cart Rules

1. Lessee must be a minimum of **21 years old**.
2. Operator(s) of golf cart must be **21 years of age** and have in their possession **a valid driver's license**. Moped license, learner's permit, etc. are not acceptable. Anyone under the age of 21 caught operating a golf cart on the premises will result in immediate seizure of the golf cart and a \$50.00 fine will be imposed. NO REFUNDS WILL BE ISSUED.
3. Alcohol is not permitted on Golf Carts.
4. Infants and children CANNOT be held on the drivers lap while the golf cart is in motion.
5. Golf carts can carry a maximum of 4 people and all passengers must be seated at all times when cart is in motion.
6. Golf carts operated after sunset must have lights turned on.
7. Golf carts cannot be operated during quiet hours (11:00 pm to 8:00 am).
8. Golf carts must be operated properly. Horseplay, racing, or other misuse of cart will not be tolerated. Carts are to be operated on Camping Resort roadways only. No driving through campsites or other restricted areas.
9. Golf cart must remain in Copake at all times.
10. Golf cart pick-up time is 3pm and return time is 1pm. Golf carts must be returned at the designated time. Late Returns will be subject to a Late Return Fee of \$50.00. Management reserves the right to repossess any golf cart not returned as agreed.
11. Please report any malfunctions to Management immediately.
12. Anyone violating the Golf Cart Rules will have all rental privileges revoked and the cart will be seized immediately. NO WARNINGS WILL BE GIVEN. NO REFUNDS WILL BE ISSUED. A \$50.00 rules infraction fine will also be imposed.

I have read and agree to the terms of this agreement and authorize my credit card to be charged according to the Charges Due and Security Deposit Required as listed in this Agreement. I hereby state that I have insurance coverage and agree to pay for any damage done to the cart while rented. I will hold harmless Copake Camping Resort, LLC from and against any and all liability, including bodily injury and property damage arising out of the use or operation of the golf cart by myself or anyone using or operating the golf cart during my Rental period. I am at least 21 years old. I have received a copy of this Agreement and agree to all of the terms and rules contained herein.

Lessee Signature

Date

Agent for Copake

Date

GOLF CART RETURN

Return Date: _____ Return Time: _____ Agent: _____

Staff Initial
In

Lessee Initial
In

Comments:

Headlights/Tail lights _____

Body _____

Seats _____

Tires _____

Other _____

This golf cart was returned with no damage: _____

Agent for Copake

This golf cart was returned with damage(s) noted above: _____

Agent for Copake

This golf cart was returned with damage(s) noted above: _____

Lessee Signature