

**CART RENTAL AGREEMENT**

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Fee: \_\_\_\_\_ Cart # \_\_\_\_\_

Name Renter 1: \_\_\_\_\_

Address: \_\_\_\_\_

Lake Limerick member? Y N If so, division and lot numbers: \_\_\_ \_\_\_ / \_\_\_

Washington State Driver's License No.: \_\_\_\_\_

Vehicle License Plate no: \_\_\_\_\_

Name Renter 2: \_\_\_\_\_

Address: \_\_\_\_\_

Lake Limerick member? Y N If so, division and lot numbers: \_\_\_ \_\_\_ / \_\_\_

Washington State Drivers' License no. \_\_\_\_\_

Vehicle License Plate no: \_\_\_\_\_

**TERMS OF AGREEMENT**

References. The provisions of this Agreement apply to all Renters, although one Renter may be the primary operator of the Cart. References to "Renter" below refer to all Renters.

Consideration. The Renter agrees that the provision of the Cart for rental to the Renter is adequate consideration for payment for the same, and all of the terms of this Agreement.

Renter. The person signing below is the Renter, and is legally responsible for the cart, and any damages that may arise out of this agreement. The renter may allow other persons over the age of 21 to operate the cart, but the renter remains personally liable for damages. The Renter affirms that he or she is familiar with the operation of the Cart, and can operate the same in a safe and reasonable manner; that he or she will not allow anyone under the age of 21 to operate the Cart; and that the identifying information provided above is true and correct as of this date.

Condition of Cart. The Renter has inspected the cart, and is satisfied that it has no significant damages, except as follows: \_\_\_\_\_.

The Renter agrees to return the Cart immediately following the completion of his or her round of golf in as good condition as prior to this use, normal wear and tear excepted.

Operation of Cart. The Renter promises to operate the Cart in a safe, reasonable and responsible manner at all times, with no more than two riders at any one time. If you are caught abusing the cart, you will forfeit the cart and the rental fee.

Responsibility. The Renter is responsible for all claims of and/or for damages to the cart, any other personal property, real property, and persons that arise out of this Agreement and/or the rental of the Cart. The Renter agrees to release, indemnify, and hold harmless Lake Limerick and its agents, employees, volunteers, contractors, and any others similarly associated with Lake Limerick, and their heirs, successors and assigns, from any claim for such damages.

Breach. The Renter agrees that if he or she breaches this contract in any way, or the employment of legal counsel is needed for any reason arising out of this Agreement, he or she will pay all reasonable attorney fees and all other costs reasonably incurred. Venue for any action arising out of this Agreement shall be in Mason County, Washington.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Renter No. 1: \_\_\_\_\_

Renter No. 2: \_\_\_\_\_

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Vehicle License Plate no: \_\_\_\_\_

Name Renter 2: \_\_\_\_\_

Address: \_\_\_\_\_

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