



## GOLF CART RENTAL USAGE AGREEMENT | *Guests*

**Guest Name:** \_\_\_\_\_ **Villa Number:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

<b>Cart Check Out Date:</b> ___/___/___ @ ___:___ am/pm MM/DD/YY	<b>Golf Cart Number:</b> _____ Maximum Number of Persons allowed on Golf Cart: Four (4) Adults
<b>Cart Return Date:</b> ___/___/___ @ ___:___ am/pm MM/DD/YY	<b>Cart Rental Rate:</b> \$ _____/ Nightly
<b>Cart Due Back Date:</b> ___/___/___ @ ___:___ am/pm MM/DD/YY	<b>Total Rental Fees:</b> \$ _____ (____) Initials

### Authorized Drivers – Full Usage (Must be 21 years of age or older)

Name	Driver's License Number	State/Province	Expiration Date	Initials

### Authorized Drivers – Limited Usage | Within the Resort Only (17 - 20 years of age)

Name	Driver's License Number	State/Province	Expiration Date	Initials

### READ AGREEMENT THOROUGHLY PRIOR TO SIGNING

In consideration of the agreement herein, Grand Isle Villa Owners' Association Ltd. ("**Association**") and Grand Caribbean Resorts Ltd. ("**GCR**") provide to the undersigned (hereafter referred to as the "**Guest**", which term shall include all authorized users of Guest) the Golf Cart described herein ("**Cart**"). Guest agrees said Cart will not be occupied by a greater number of persons than is shown in this Cart Rental Usage Agreement ("**Agreement**"). In the event the Cart usage is not in compliance with this Agreement, said Guest agrees to pay penalties set forth by the Association and GCR.

The Guest certifies that he/she has examined the Cart and finds it acceptable and suitable for the purpose for which it is used. He/she will operate the Cart in accordance with all safety rules and regulations as described in this Agreement and/or posted on the Cart.

Guest agrees to report any accident, malfunction or breakdown of Cart to Association and GCR immediately in accordance with this Agreement.

This is to certify I (We), the Guest(s) am/are capable in all aspects of the operation of a Cart.

I (We) have read the Agreement and fully understand the terms and conditions as set forth. I (We) acknowledge receipt of a copy of this Agreement. This Agreement may be subject to additional terms and conditions.

I (We), the Guest(s) further agree:

1. The Guest acknowledges he/she has carefully examined the Cart and finds it suitable for the purpose for which it is used, and that it is in acceptable condition. He/She will maintain the Cart in a safe, dependable condition while in his/her custody;
2. Only the person(s) that are listed on this Agreement may drive this Cart;
3. The above mentioned Guest is hereby responsible for all collision damage to the Cart regardless if someone else is at fault or the cause is not known;
4. The Guest is fully responsible for the cost of any repair up to the value of the full replacement;

5. The credit card (provided by the Guest at the time of check-in to Grand Isle Resort & Spa ("Grand Isle")) on file with the Association and GCR shall be charged the nightly rate during the length of stay. Additional fees will apply for failing to return said Cart keys and Cart in as good condition as when received by Guest, ordinary wear and tear excluded, and for reimbursement of any and all damage. Guest hereby authorizes the Association and/or GCR to process the credit card information in the name of Guest for all Cart rental charges, including the full vehicle value of any Cart that is not returned to the Association and GCR, all fines, towing, any court costs, penalties, and /or administrative fees that we may incur for parking, traffic and/or other violations that may be incurred by Guest during the Agreement term period as stated above and to apply any payments made to the charges in whatever order that the Association and GCR deems necessary;
6. The Cart must be returned to the same location in which it was picked up on or before the above indicated due back date and time. There will be additional fees due if the Cart is not returned as specified above;
7. Guest agrees to use and operate the Carts maintained by the Association, its assigns and/or affiliates, only within the designated boundaries of Grand Isle and on Private Roads only or as otherwise noted herein. Private Roads consist of the roadways within the Emerald Bay Development. At no time are the Carts to be driven on or across the Queens Highway or any other Public Road. Carts also may not be driven to Emerald Isle Shopping Center / Bristol Wine & Spirits. \_\_\_\_\_ (initials of Guest)
8. Guest agrees not to use, nor permit the use; \_\_\_\_\_ (initials of Guest)
  - a. of the Cart for any unlawful purpose;
  - b. of the Cart in a careless or negligent manner;
  - c. of the Cart if the driver is under the age of seventeen (17);
  - d. of the Cart if the driver is under the age of twenty-one (21) on the Private Roads outside of the main entrance of Grand Isle and within the Emerald Bay Development;
  - e. of the Cart if the driver is over the age of seventy (70) if there is any known physical or mental condition that precludes such person from safely operating a motorized vehicle;
  - f. of the Cart on Sandals Golf Course, fairways, etc.;
  - g. of the Cart while under the influence of liquor and/or narcotics; and
  - h. by any other person not the signatory of this Agreement, or not equally qualified.
9. Guest acknowledges his/her responsibility for the safe and proper operation of the Cart and for the safety and welfare of other persons. It is AGREED AND UNDERSTOOD BY GUEST that the Association, GCR, its affiliates, officers, directors, members, managers, delegates, employees or agents shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the Cart. GUEST FURTHER AGREES to indemnify and hold harmless the Association and GCR from and against any and all claims for loss of or damage to property or injury to persons (including death) that is the fault of Guest or any third party. Guest further agrees to hold the Association and GCR harmless should loss or damages occur to any of the Guest's personal property while carried in or on the Cart, including loss or damage caused by fire, water, theft or any cause whatsoever;
10. Carts may be driven by individuals over the age of seventy (70) who have completed the declaration of fitness set forth below only within the designated boundaries of Grand Isle or as otherwise noted in section 7 above;
  - a. For your safety, the safety of others and due to legal and liability restrictions, the Association and GCR require a declaration of fitness to be signed by drivers over the age of seventy (70) in regards to the Golf Cart Rental Usage Agreement for operations of the Golf Cart ("Cart");
  - b. **Declaration of Fitness:** To the best of my knowledge, I do not suffer from any physical or mental disability which would make it unsafe for me to drive a motor vehicle. \_\_\_\_\_ (initials of Guest);
11. While operating your assigned Cart, you must follow all applicable Bahamian traffic rules (keep to the left and maintain the posted speed).
12. Guest expressly agrees to indemnify, and hold the Association, GCR, its affiliates, officers, directors, members, managers, delegates, employees or agents harmless of, from and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcement of this Agreement by the Association and GCR, including expenses incurred in collection or attempting to collect for charges in the event of suit by the Association and to recover possession of said property and/or to enforce any of the terms, conditions and/or provisions hereof;
13. In the event of malfunction breakdown, or if any defect is discovered after acceptance of the Cart, Guest will immediately report same to the Association and GCR. Continued use of the Cart shall be entirely at the Guest's risk and thus Guest assumes all liabilities of injury and damage to all persons and property that may become injured or damaged by its continued use of the Cart;
14. The Association and GCR reserve the right to cancel this Agreement. Any violation of this Agreement set forth herein may result in the revocation of such Guest's Cart privileges, forfeiture of all golf cart rental fees and/or penalties;
15. The terms and conditions of this Agreement contained herein are for the safety and welfare of all who use Grand Isle. The Guest certifies that he/she has read and understands said rules and regulations and further assumes the responsibility to see that his/her family and/or guest(s) will obey the rules and regulations \_\_\_\_\_ (initials of Guest); and
16. Should any term or condition of this Agreement be held void or unenforceable, then that term or condition shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect; and

THE TERMS AND CONDITIONS ON THIS AGREEMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN GUEST AND THE ASSOCIATION AND GCR AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS CART USAGE AGREEMENT. WE ARE FULLY AWARE OF THE RISKS ASSOCIATED WITH THE OPERATION OF A CART, INCLUDING THE POSSIBLE RECKLESS CONDUCT OF OTHERS. WE HAVE CAREFULLY READ THIS AGREEMENT AND EXPRESSLY AGREE TO ACCEPT ANY AND ALL INHERENT RISKS TO PROPERTY.

By signing below Guest is also signing their credit card voucher.

Guest: \_\_\_\_\_ Date \_\_\_\_\_

Association / GCR Representative: \_\_\_\_\_ Date \_\_\_\_\_