

Ultimate Carts, LLC
14295 James Road
Rogers, Minnesota 55374
Office 612-276-6912 Fax 763-445-2236

SHORT-TERM/SPECIAL EVENTS RENTAL AGREEMENT

1. TERM

This short-term rental/special events agreement is entered into between Ultimate Carts, LLC (hereinafter "UC") and Customer as follows:

Customer: _____ On Site Contact: _____
Address: _____ Contact Phone # _____
_____ MN _____ Email: _____
Event: _____ Location: _____

PLEASE INDICATE IF DELIVERY/PICK UP IS NEEDED ____ YES ____ NO (Delivery is an additional charge)

Pick up/Delivery Date: _____ Return/Pick up date: _____
Delivery Instructions/Details: _____
Optional Equipment: _____

2. PAYMENT

The daily/weekly rental for the Equipment delivered under this Agreement, as more specifically identified in the **Golf Cart Rental / Leasing Reservation Form and Exhibit "A"**, must be **Pre-paid to confirm the reservation and the pick-up or delivery of golf cart rental**; with cash , check or a major credit card.

Total Cost of Rental is \$_____.

3. RISK OF LOSS

(a) Effective upon delivery of the Equipment, identified on Exhibit "A", and until the Equipment is returned to "UC" as provided herein, Customer relieves "UC" of responsibility for all risk of physical damage to or loss or destruction of the Equipment, howsoever caused. During the continuance of this agreement, Customer shall, at its own expense, cause to be carried and maintained casualty insurance with respect to each item of Equipment and public liability insurance. All policies with respect to such insurance shall name "Ultimate Carts, LLC" as additional insured and as loss payee. The amount of public liability insurance shall be no less than \$1,000,000 combined single limit.

(b) Customer shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever. In the event of damage to Equipment, Customer shall immediately place the same in good repair and operating condition. In no event shall "UC" be liable for any loss of profit, inconvenience, or other consequential damages which result from the theft, damage, loss, defective or failure of any Equipment or the time which may be required to recover, repair, service, or replace the Equipment.

4. RETURN OF EQUIPMENT

At the end of this short-term/special events rental agreement, the Equipment identified on Exhibit "A" shall be inspected by an agent of "UC" and a Condition Report shall be completed by such agent to determine the condition of such Equipment. Customer agrees to pay "UC" its full retail price for any Equipment not returned at the end of this Agreement. Further, Customer agrees to reimburse "UC" for any excess wear and tear or other damage to such Equipment, including physical interior and exterior or mechanical wear and tear whether noted on the Condition Report or subsequently discovered.

Normal wear and tear will not include:

- (a) Tires which are damaged, gouged, or cut so as to be in an unsafe operating condition;
- (b) Missing tire(s) or wheel(s), including spare if originally included;
- (c) Bent, twisted, dented, dinged, or gouged bumper(s);
- (d) Any missing part(s) or accessory that was originally delivered with the Equipment or any components, either factory-installed or optional accessories requiring any modifications for installation;
- (e) Any mechanical repairs on any components or suspension which may be required due to abuse, accident, negligence or the lack of proper maintenance, or any repairs required which are not considered "normal wear and tear."

5. MISCELLANEOUS TERMS

(a) Customer further agrees:

- 1. To ensure that all Equipment operators are at least 18 years of age;
- 2. To ensure that seating and loading capacity requirements are followed;
- 3. To remove key from Equipment when not in use.

(b) In the event that any action or proceeding is brought to enforce any term or condition of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

5. PROOF OF INSURANCE MUST BE PROVIDED

Insurance Co. _____ Policy # _____

Agent Name _____ Phone # _____

Authorized Signature:

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____ DATE: _____