

ATTICA GOLF CART RENTALS LLC/DORNAN'S SALES & SERVICE LLC
23 N MAIN ST PO BOX 443
ATTICA OHIO 44807
419-912-4028

CART# _____
TYPE _____
DATE _____

PRIMARY OPERATOR _____ ANY ADDITIONAL OPERATORS MUST ALSO SIGN BELOW AS RENTER/OPERATOR.

ADDRESS _____ DRIVER'S LICENSE # _____ STATE _____

ADDRESS _____ PRIMARY OPERATOR CELL# _____

RENT PERIOD: TIME OUT _____ TIME IN _____ RATE _____ DAY/WEEKEND _____

CARD TYPE _____ CREDIT CARD NO: _____ EXP _____ 3 DIGIT SECURITY CODE _____

THE OPERATOR(S) AGREES THAT HE/SHE SHALL HOLD FOREVER HARMLESS ATTICA GOLF CART RENTALS LLC/DORNAN'S SALES & SERVICE LLC AND OFFICERS, AGENTS AND EMPLOYEES REFERRED HEREFTER AS THE COMPANY FROM AN RESPONSIBILITY AND LIABILITY FOR ANY OF THE OPERATORS OR PASSENGER'S ACTIONS OR INJURIES DURING THE OPERATION OF THE RENTED GOLF CART. AND THE OPERATOR(S) AGREES THAT HE/SHE SHALL ACCEPT ALL RESPONSIBILITY FOR HIS/HER PASSENGERS SAFETY AND WELL BEING AND TO HOLD FOREVER HARMLESS THE COMPANY, ITS AGENTS AND ITS EMPLOYEES FROM ANY CLAIMS ARISING OUT OF THE RENTAL OF THE GOLF CART AND THE OPERATOR(S) HAVE A VALID OPERATOR'S LICENSE AND IS AT LEAST 18 YEARS OF AGE AT THE TIME OF RENTING THE GOLF CART.

OPERATOR(S) UNDERSTANDS THAT A GOLF CART IS A LICENSED MOTOR VEHICLE AND ALL TRAFFIC LAWS MUST BE OBEYED AND OPERATOR(S) WILL NOT DRINK ANY ALCHOLIC BEVERAGES AND OPERATE ANY OF THE RENTED GOLF CARTS. NO OPEN CONTAINERS OF ALCOHOL PERMITTED ON GOLF CARTS.

THE OPERATOR(S) AGREES TO FOLLOW THE STATE & LOCAL TRAFFIC REGULATIONS AND WILL NOT RIDE MORE THAN THE INTENDED NUMBER OF PASSENGERS THE GOLF CART WAS DESIGNED FOR. THE OPERATORS WILL NOT PARK ON SIDEWALKS OR POSTED NO PARKING ZONES, WILL NOT BEEP HORN EXCESSIVELY AND WILL NOT PASS OTHER VEHICLES UNLESS A PROPER LANE IS PROVIDED. IF THE OPERATOR(S) IS OBSERVED OPERATING THE RENTED GOLF CART CARELESSLY, RECKLESSLY OR IN VIOLATION OF THE LAWS THE DEPOSIT SHALL BE FORFEITED AND THE RENTAL AGREEMENT TERMINATED.

THE OPERATOR(S) UNDERSTANDS INJURIES MAY OCCUR WHILE OPERATING THE GOLF CART: IF THE OPERATOR(S) IS/ARE INVOLVED IN AN ACCIDENT, INJURY WILL OCCUR. THE OPERATOR(S) AGREES AND UNDERSTAN THAT THE COMPANY WILL NOT COVER THE OPERATORS OR PASSENGERS WITH ANY INSURANCE AND THE OPERATOR(S) IS/ARE RESPONSIBLE FOR THE LIABILITY FOR INJURIES TO ANY OF HIS/HER PASSENGERS AND WAIVES ALL RIGHT TO INSURANCE.

THE OPERATOR(S) AGREES AND UNDERSTANDS THAT HE/SHE MUST HAVE HIS/HER OWN INSURANCE TO PAY FOR DAMAGE DONE BY THE OPERATOR(S) OR HIS/HER PASSENGERS TO THE RENTED GOLF CART. ALL DAMAGES TO RENTED VEHICLE MUST BE PAID IN FULL AT THE CONCLUSION OF THE RENTAL CONTRACT AND CHARGED TO THE ABOVE CREDIT CARD.

THE OPERATOR(S) AGREES TO PAY FOR ANY DAMAGE, STOLEN PARTS OR FOR THE THEFT OF THE GOLF CART THAT OCCURS DURING THE TIME OF RENTAL. FLAT TIRES CAUSED BY THE SIDEWALL IMPACT WILL BE CHARGED TO THE OPERERATOR(S).

PRIOR TO TAKING RENTAL UNIT(S) PRIMARY RENTER/OPERATOR HAS EXAMINED RENTAL UNIT(S) AND ACKNOWLEDGES THAT EACH RENTAL UNIT IS IN GOOD OPERATING CONDITION. EACH RENTER/OPERATOR AGREES TO JOINTLY AND SEVERALLY PAY FOR ANY AND ALL DAMAGES OR MISSING PARTS OR COMPONENTS OF RENTAL UNIT(S). REPLACEMENT OF ANY RENTAL UNIT(S) ANY PARTS THEREON SHALL BE MADE AS REPLACEMENT NEW REPLACEMENT CHARGES SHALL INCLUDE COST OF PARTS, LABOR, FREIGHT AND TAXES.

EACH RENTER/OPERATOR ACKNOWLEDGES THAT LESSOR WILL DEMAND IMMEDIATE RESTITUTION FOR ALL DAMAGES OR MISSING PARTS OR COMPONENTS OF RENTAL UNIT(S). EACH RENTER/OPERATOR HEREBY AUTHORIZES AND EMPOWERS RENTING AGENT TO ASSESS AND SATISFY ALL CLAIMS FOR DAMAGES BY : (I) CHARGING ALL DAMAGE CLAIMS DIRECTLY TO PRIMARY RENTER/OPERATOR ABOVE REFERENCED CREDIT CARD WITHOUT PRIMARY RENTER/OPERATOR FURTHER SIGNATURE OR CONSENT AND/OR (II) UTILIZING ALL OTHER LEGAL OR EQUITABLE PROCESSES.

THE OPERATOR(S) IS/ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR THEFT TO THE RENTED GOLF CART. THE OPERATOR(S) AGREES TO PAY IN FULL AT THE END OF THE RENTAL AGREEMENT TO FULL COST OF ANY REPAIRS TO RESTORE THE RENTED VEHICLE(S) TO THE ORIGINAL CONDITION AND TO PAY ALL FINES OR TRAFFIC TICKETS IMPOSTED ON THE OPERATOR(S). THE OPERATOR(S) AGREE TO PAY THE FULL PURCHASE PRICE OF THE RENTED GOLF CART IF IT IS STOLEN AND NOT RECOVERED. OPERATOR(S) WILL PAY FOR THE TIME THE RENTED GOLF CART IS NOT OPERATIONAL DUE TO DAMAGE BY THE OPERATOR(S) OR THEIR PASSENGERS.

ANY CLAIM OR CONTROVERSY ARISING UNDER THIS AGREEMENT SHALL BE SETTLED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND A JUDGEMENT FOR CLAIM MAY BE ENTERED INTO ANY COURT HAVING JURISDICTION OF THE LOCATION WHERE BOTH PARTIES EXECUTED THIS RENTAL AGREEMENT. THE PARTIES AGREE THAT SENECA COUNTY, OHIO SHALL BE THE LOCAL FOR ANY ARBITRATION OR COURT ACTIONS.

I, THE OPERATOR(S) HAVE READ THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT AND I/WE AGREE TO ALL TERMS AND CONDITIONS SET FORTH ABOVE. I/WE UNDERSTAND THERE ARE NO REFUNDS AND THAT I/WE ARE NOT COVERED UNDER ANY INSURANCE POLICY FROM THE COMPANY. I/WE UNDERSTAND ANY DAMAGES TO RENTAL GOLF CARTS ARE OUR RESPONSIBILITY AND MUST BE SETTLED IN FULL AT THE CONCLUSION OF THIS AGREEMENT.

EACH RENTER/OPERATOR ACKNOWLEDGES AND AGREES THAT BY SIGNING THIS AGREEMENT EACH RENTER/OPERATOR HAS READ THIS AGREEMENT AND THE POSTED RULES AND REGULATIONS AND THAT EACH RENTER/OPERATOR SHALL USE AND OPERATE THE RENTED UNIT ACCORDINGLY.

PRIMARY _____
PRINTED NAME SIGNATURE

PRINTED NAME SIGNATURE