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Rental Agreement

CUSTOMER NAME:	CART INFO
ADDRESS:	YEAR:
CITY/STATE/ZIP:	COLOR:
PHONE #:	SERIAL/CART #:
ALTERNATE #:	LOT/SITE #

1. TIME OF RETURN: Customer's right to possession terminates at the time and date specified above. If the cart is not returned by the return time the customer will pay an additional charge of \$10 per hour or any fraction thereof. **Cart must be returned full of gas/fully charged or an additional charge may apply. MPGC accepts returns on Sundays between 9am-2pm.**

2. INSPECTION AND TRAINING: The party signing below as customer is at least 18 years old with a valid drivers license and a major credit card. Customer acknowledges that they have had an opportunity to personally inspect the equipment and finds it suitable for their needs and in good condition, and that he/she understands its proper operation.

3. REPLACEMENT OF MALFUNCTIONING EQUIPMENT: If the equipment becomes unsafe or in disrepair as a result of normal use, customer agrees to discontinue use and notify Monterey Pines Golf Carts or Welch's Golf Carts respectively who will have the option to replace or repair the rental equipment.

4. PROHIBITED USES: use of cart in the following circumstances is prohibited and constitutes a breach of this contract: (a) illegal purposes, (b) using when in disrepair, (c) driving off road, on nature trails, or on public roads, (d) not obeying all traffic laws and Sandy Pines park rules, (e) improper, unintended use or misuse, and/or (f) use at any location other than Sandy Pines Resort and immediate area.

5. DAMAGED EQUIPMENT: Customer agrees to pay for any damage to or loss of equipment regardless of cause, except reasonable wear and tear, while the equipment is out of the possession of MPGC & Welch's. Accrued rental charges cannot be applied against the purchase or cost of repair of any damaged or lost equipment therefore a security deposit of \$250 per cart will be paid by customer and held by MPGC & Welch's until termination of this agreement. The cost of repairs will be borne by customer, whether performed by MPGC & Welch's or others at the discretion of MPGC & Welch's. Customer agrees to pay a charge of \$5.00 for each key not returned.

6. CONSENT AND RELEASE: Customer understands his rights and responsibilities and voluntarily consents to have MPGC & Welch's provide the stated equipment, and furthermore releases Monterey Pines Golf Carts and its directors, officers, representatives, employees, agents, successors, and assigns from all legal responsibility and liability for any property damage, injuries, or death caused by the improper, unauthorized, and/or negligent use of this equipment.

7. TITLE: This agreement is not a contract for sale. MPGC & Welch's retains full ownership rights to the equipment rented. By execution of this agreement, the customer acknowledges that if equipment is not returned as provided herein, MPGC & Welch's may institute legal proceedings against the signers to recover the equipment and for any and all damages which MPGC & Welch's may suffer as a result of the customer's failure to return equipment in good condition.

8. RENTAL CHARGES: The weekly rate for the equipment rental noted below is per week per cart. A week constitutes 7 consecutive days. A charge of \$35 will be assessed for each check returned by the bank for any reason.

9. INSURANCE: Customer acknowledges that it is their responsibility to obtain adequate insurance coverage for all rental equipment for the duration of the rental period, and agrees to provide proof of insurance as requested. MPGC & Welch's does not offer insurance.

RENTAL PERIOD REQUESTED: _____
 RATE FOR RENTAL: _____
 DELIVERY CHARGE: _____
 TOTAL CHARGES: _____

PAYMENT RECEIVED:
 CASH
 CHECK # _____
 CREDIT

CUSTOMER SIGNATURE:
DATE:
DRIVERS LISCENSE #
CREDIT CARD #:
EXPIRATION / CVV2:
WELCHS / MPGC SIGNATURE