

# GOLF CART USE AGREEMENT

This agreement is between Equisource Holdings Corp dba Legacy Beach Homes, LLC. ("Owner") and the undersigned ("Renter")

1. Street legal golf carts are not toys. They are licensed, low-speed, street legal vehicles.
2. You must be over 25 with a valid driver's license to operate our golf carts. (Florida Statute 322.03 defines driving without a driver's license as a criminal offense. It is a 2nd degree misdemeanor that is punishable by 6 months in jail and/or a \$500 fine). You must provide a current, valid copy of your insurance card prior to operating any of our golf carts.
3. In exchange for the privilege to use this golf cart, you are accepting responsibility for your own negligence. You must operate this vehicle in a safe manner, and adhere to all rules set forth herein.
4. You are liable for all medical and legal claims that may arise from rental of the golf cart.
5. You voluntarily agree to accept the risks of using a golf cart and on behalf of yourself, your personal representatives and your heirs hereby voluntarily release Equisource Holdings Corp and Legacy Beach Homes, LLC., and its owners, officers, employees, and agents from any and all claims, actions, causes of actions, suits, judgments and demands for bodily injury, property damage, loss of life and/or loss of services, in law or equity, that may in any way or manner arise out of use of the golf cart.
6. You must be at least 25 years of age and show a valid driver license to use a golf cart. Under no conditions are you allowed to let another driver drive this vehicle, unless cleared by the staff upon signing of this waiver.
7. Cart must remain on roads with speed limits under 35 mph and within city limits. Do not take cart on nature trails, native grass areas, etc. It is illegal to drive the cart on a road with a posted speed limit over 35 mph.
8. Maximum of 6 people on cart and all passengers must be seated and must wear seatbelts at all times. **NO CHILDREN ALLOWED IN DRIVERS LAP.**

9. Anyone observed abusing golf cart rules and regulations will forfeit all use privileges immediately. This includes reckless driving, or allowing underage guests to operate the cart.
10. You agree to pay for any damage to the cart & authorize us to charge your credit card for same.
11. You further agree to pay for any costs we incur to collect for damages.
12. It is strictly forbidden that a minor or any individual without a valid driver's license operate this vehicle. At no time may a minor have a hand or hands on the steering wheel when the vehicle is moving. This requires you to have possession/control of vehicle keys when not in use.
13. Golf carts are a motorized vehicle and driving or riding in these vehicles can lead to serious injury, property damage and even death. No excessive speed, joyriding, or any type of unreasonable activity with the golf cart will be tolerated.
14. If the property owner or management determines in its sole discretion that you have misused the golf cart in any way, it will require an immediate return without a refund. WE DO NOT GIVE WARNINGS. WE WILL TAKE YOUR GOLF CART!
15. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
16. I understand that a credit card will be needed and be authorized at the commencement of my rental for a damage deposit of the repair cost of the golf carts rented. I am responsible for the return of this equipment in the same state in which I received it. I agree to pay in full for any repairs or replacement if the equipment is damaged.
17. Renter shall be responsible for charging or fueling the Vehicle(s) or Equipment, maintaining proper tire pressure, and keeping the Vehicle(s) or Equipment clean and in good order. Any repair expenses caused by abuse or negligent operation, or use of the Vehicle(s) or Equipment for other than intended purposes, will be the responsibility of the Renter.
18. The Renter agrees to make immediate payment for all loss or damages, unless other arrangements have been agreed in writing by both parties,

per the following schedule: Bent/Damaged Wheel/Tire: \$350 (premium.); Torn/Damaged Seat bottom/back, or SillyString: \$350 each; Bent/Damaged Frame, Transaxle or Engine: \$2,500 each; Bent/Damaged Lower Suspension: \$400; Bent/Damaged Rack or Column: \$850; Damaged Front Body: \$700; Damaged Rear Body: \$700; Bent/Damaged Roof Support: \$350; 56" Roof: \$500; 80" Roof: \$700; 116" Roof: \$900; Mirror: \$100; Headlight or Tail Light Assembly: \$250 each; Bumper: \$300; Windshield: \$300; Rocker Panel: \$150; Lost Key: \$30; Lost Lock or Cable: \$50; Total Vehicle Loss: List Price (\$7,000 to \$12,000); \$600 Lost or Inoperable Charger .

The OWNER reserves the right to collect additional damages, fees or charges in connection with said damage, collision, or negligence. If your rental vehicle has pre-existing damage (i.e., damaged body, tears in seating, cracked windshield, etc.), this must be reported to OWNER at the time of delivery, but not later than 24 hours after the time of delivery. Normal wear and tear includes tire wear, corrosion, mold, scuffs, chips, fading, deterioration.

19. The Renter understands, acknowledges, and accepts that there is an Apple AirTag and or other GPS tracking device on the golf cart. This device is used for the safety of our Guests, and helps to facilitate the Owner's ability to assist in the event of an accident or mechanical failure. As a result, Apple iPhone users may occasionally receive AirTag notifications while operating the golf cart.
- 20 I understand that although it is legal to cross a road with a speed limit of up to 45 mph, it is illegal to drive a golf cart on a road with a speed limit over 35 mph. (Note: I understand that this means that it is illegal to drive a golf on Highway 98 or Emerald Coast Parkway.)
21. I understand that it is illegal to drive the golf cart while under the influence of alcohol and that it is illegal to have an open alcohol container in the golf cart.

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS ABOVE. I TAKE FULL RESPONSIBILITY FOR MYSELF, AND ANYONE ELSE I ALLOW TO RIDE IN THIS CART.

By submitting your information you are agreeing to the above terms.