



## GOLF CART USER AGREEMENT

This GOLF CART USER AGREEMENT (“Agreement”) is made and entered into as of <start date listed below>, between Dan &/or Lori Pekarek (“Owner”), with an address of 706 Rose Street, PO Box 278, Anna Maria, FL 34216, and [redacted] (“Guest”) with an address of: [redacted] (Guest home address).

Owner and Guest may also be referred to as “Party” in the singular and “Parties” in the plural. Golf Cart will be referred to as “Cart” or “Vehicle”. When this Agreement is complete and submitted with credentials and accompanied by a completed Amenities & Equipment Waiver, Guest has Owner’s permission to use the Vehicle.

### VEHICLE 1

Make: ASPT Body: 4P

Year: 2018 Color: White

ID Number: 2804849

Tag Number: IBZ A27

### VEHICLE 2

Make: ASPT Body: 4P

Year: 2021 Color: Mint Green

ID Number: FLA105442

Tag Number: QUC M58

### PERIOD OF USE

Owner agrees to allow use of Vehicle to Guest for the following period:

**Start date:**

**End date:**

Drivers must be age 25 or over and provide for photo: a valid drivers license and up to date proof of auto insurance. In the event of damage to the vehicle or unpaid tickets issued by law enforcement of the island, credit card will be used to cover any costs or fees associated with the incident.

### EXISTING DAMAGE TO VEHICLE



The Parties acknowledge the existing damage to the Vehicle as notated below:  
(inspection will be done at check in – Start date)

### **AUTO INSURANCE AND DRIVERS LICENSE**

The Guest hereby warrants to Owner that Guest possesses insurance that covers personal injury to Guest or other persons as well as the Vehicle and the property of others. A copy of the Guest's auto insurance card and valid driver's license is to be attached hereto. Guest must be 25 year of age or older.

### **INDEMNITY**

Regardless of insurance coverage, Guest shall fully indemnify the Owner for any loss, damage, and legal actions, including reasonable attorney fees that Owner suffers due to Guest's use of Vehicle during the term of this Agreement, including but not limited to, damage to the Vehicle, damage to the property of others, injury to Guest, and injury to others. This provision survives the termination of the agreement.

### **OWNER WARRANTY**

The Owner represents that to the best of his knowledge and belief that the Vehicle is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use.

### **RENTER WARRANTIES**

The Guest agrees that Guest will not (a) use the Vehicle to carry any passengers other than the Guest's traveling party staying at 706 Rose St Anna Maria, FL 34216 during the Period of Use; (b) allow any other person to operate the Vehicle unless they are in the Guest traveling party staying at 706 Rose St Anna Maria, FL 34216 and have completed the proper forms and provided requested credentials; (c) operate the Vehicle in violation of any laws or for an illegal purpose and that if Guest does, Guest is responsible for all associated tickets, fines, and fees; (d) use the Vehicle to push or tow another vehicle; (e) use the Vehicle for any race or competition; (f) operate the Vehicle in a negligent manner.

### **ARBITRATION**

In the event that the Parties cannot amicably resolve a dispute or damage claim resulting from this Agreement, the Parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Bradenton, Florida, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the Parties. If the Parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator for the National Panel of Arbitrators. The laws of the State of Florida in the United States shall apply to the arbitration proceedings. The Parties agree that the arbitrator cannot award punitive damages to either Party and agree to be bound by the arbitrator's findings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

**DISPUTES AND GOVERNING LAW**

The laws of the State of Florida in the United States without regard to any conflict of law principles govern this Agreement. No action, arising out of the transactions under this Agreement may be brought by either Party more than one year after the cause of action has accrued.

**GENERAL**

This Agreement, including all Exhibit(s), constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations, and other understandings, oral or written, of the Parties and any current or subsequent purchase order(s) provided by Affiliate. No alteration or modification of this Agreement or any Exhibits shall be valid unless made in writing and signed by an authorized Affiliate of each Party. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be in writing and signed by an authorized Affiliate of the Parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given in writing to either Party to the other in writing. Any terms of this agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the day and year first above written.

\*ACCEPTED BY GUEST: **Signature/Print name/Date**

**ALL DRIVERS MUST BE AGE 25 OR OVER AND SIGN/PRINT/DATE BELOW AND PROVIDE A COPY OF VALID DRIVER'S LICENSE AND PROOF OF AUTO INSURANCE**

Signature

Print

Date

- 1.
- 2.
- 3.
- 4.
- 5.