### GOLF CART RENTAL AGREEMENT

				ORIGINAL VEHICLE				
			VIN #/STK#					
HOME ADDRESS	HOME PHONE		YR/MAKE/MOD					
CITY STATE	ZIP	AM/PM	LICENSE#/ST DATE/TIME OUT					AM/PM
STATE	211	200710	DATE/ HIME OUT					Alvi/1 Ivi
		AM/PM						AM/PM
LOCAL ADRESS/HOTEL ROOM#			ODEMETER IN					
			ODEMETER OUT					
LISCENCE NO STATE	EXP BIRTHDATE		MILES DRIVEN					
		P.D.W DISCLOSURE	FREE MILES					
INS. CO. OF RENTER		I have read and understand the PDW disclosure and	CHARGEABLE MILES					
		exclusions on Page 3 of this Rental Agreement or on the						
		provided Addendum or Sticker to this Rental Agreement pertinent to specific states.	CHARGES A	-	OLLOV	vs		
ADD'L RENTER/DRIVER 1	CELL PHONE		MILES @	\$		-		
		By:XBy:X	HOURS @	\$		-		
LOCAL ADRESS/HOTEL ROOM#		Ву:Х	1/2 DAY @	\$		-		
		Renters(s)	FULL DAY @	Ir	ncluded	in Horr	ne Rent	tal
LISCENCE NO STATE	EXP BIRTHDATE		ADD'L DR FEE	\$		-		
		P.D.WACCEPTS	PHYSICAL DAMAGE	\$		-		
INS. CO. OF ADD'L RENTER/DRIVER 1		for which RENTER agrees to pay for	WAIVER	\$		-		
		losses resulting from collision, theft or other incident, (excludes abuse and interior damage)	LOW CHARGE	\$		-		
ADD'L RENTER/DRIVER 2	CELL PHONE	\$per day or 🗙	RECOVERY	\$		-		
		\$per week over and above the rental charges.						
LOCAL ADRESS/HOTEL ROOM#			SUB-TOTALTIME, MILAGE					
		By:XBy:XBy:XBy:XBy:AAyyAy_Ayy	& OTHER CHARGES					
LISCENCE NO STATE	EXP BIRTHDATE	By:X	STATE TAX					
		Kenters(s) Accepts	ADD. TAX					
INS. CO. OF ADD'L RENTER/DRIVER 2		P.D.W DECLINES	OR SURCHARGE					
		The Renter DOES NOT want Physical Damage						
WARNING		Protection Coverage and accepts full responsibility for all damage to vehicle up to the <b>full retail value</b>	SUB TOTAL OTHER					
COMPLIANCE- You and any drivers of the vehicle described on this rental agreement are		regardless if resulting from collision, theft, or other	GRAND TOTAL					
responsible for the following:		incident.						
1. RENTAL AREA RESTRICTION- As per the map provided - City of Anna Maria to Publix in		By:X By:X		÷				
Holmes Beach. Only roads with speed limit of 25mph or less. 2. <b>UNAUTHORIZED DRIVERS-</b> The vehicle cannot be driven by any person other than the		By:X Renter(s) Declines	LESS DEPOSIT	\$ \$		-		
Renter(s) listed above.	e unvert by any person other than the		NET DUE LESSOR	φ		-		
<ol> <li>IN CASE OF ACCIDENT- You may be held responsible for all damages if you fail to provide a police report within 15 days.</li> </ol>		I agree to pay any additional charges that may occur	AGR	EEMEN	Т			
4. D.W.I I do hereby certify that if I or anyone else		while rental car is in my possession such as, but not limited to, additional days, traffic violations, parking	I AGREE TO ADHERE TO THE WARNINGS, TERMS AI					
of driving under the influence of drugs or drunken of 5. ALL PARKING TICKETS/TRAFFIC VIOLATIONS- Are		tickets, fuel, mileage, taxes, etc.						
6. CLEANING/DEODORIZING- Renter(s) will be char		By:X By:X	CONDITIONS OF THIS RENTAL AGREEMENT AND TO RETU THE VEHICLE TO LESSOR ON OR BEFORE RENTAL EXPIRAT					
or with unpleasant odors. 7. VEHICLE INSPECTION-Before and after renting	vehicle, both Agent and Renter shall	By:X	DATE AND AT PLACE SPECIFIED.					
		Renter(s)						
DAMAGE			SIGNATURES:					
		VEHICLES ARE PROHIBITED FROM ROADS WITH POSTED SPEEDS IN						
		EXCESS OF 35 MPH						
			Additional Renter(s)/Driver(s) Signature:					
	T <b>FLORIDA</b> INSURAN							
		f any authorized rental or leasing driver is	By:X					
-		d by SS.324.021 (7) and 627.736, Florida						
	Statutes.	•	Ву:Х					
Renter's Signature:		Ins Company:						
RENTED BY	CHECKED IN BY	REFUNDED	CHARGE	PAID				
x	x	\$ x	\$	\$ INITIAL				
[* <u></u>	I	I	T		-			

#### Rental Agreement Terms and Conditions Page 2)

1. <u>Definitions.</u> "Agreement" consists of all terms and conditions found on both sides of this form, any addenda and any additional materials we provide at the time of rental. "You" or "your" means there person identified as the renter on Page1, any person signing this Agreement, any Authorized Renter and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to on Page 1 of this Agreement. "Authorized Renters (s)" means you, the renter's spouse, any additional renters(s) who have signed this Agreement, and any other driver authorized by the law of the state where the Vehicle is rented, provided that the person has a valid drivers' license and is at least 22 years of age, unless the law of the state where the Vehicles is rented requires otherwise. "Vehicle" includes the automobile identified in this Agreement any substitute, and all its tires, tools, accessories, equipment, keys and vehicle documents. "PDW" means Physical Damage Waiver. "Physical damage" means all damage to, or loss of , the Vehicle caused by collision or upset; it dos not include damage to, or loss of, the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire. "Loss of use" means the amount calculated by multiplying the number of days/weeks/months from the date of damage to the Vehicle until it is repaired times the periodic rental rate shown on Page 1.

2. <u>Our Property.</u> This Agreement is a contract for the rental of the Vehicle. You are not our agent. You acquire no rights other than those expressly stated in this Agreement. WE MAKE NO WARRANTIES, EXPRESS, IMPLIED OR APPARENT, REFERRING TO THE VEHICLE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of the law or this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this agreement.

3. Prohibited Uses. The following uses of the Vehicle are prohibited and constitute material breaches o this Agreement. The Vehicle shall not be used: (a) by anyone who is not an Authorized Driver or not licensed to drive, or by anyone whose driving license is suspended; (b) by anyone under the influence of alcohol, prescription or non-prescription drugs; (c) by anyone who obtained the Vehicle or extended the Rental Period by giving us false, fraudulent or misleading information; (d) for an illegal purpose or in the commission of a crime; (e) to carry persons or property for hire; (f) to tow or to push anything; (g) in a race or speed contest; (h) to teach anyone to drive; (i) outside the United States or Canada, or outside the geographic area described elsewhere in this Agreement, if any; (j) on an unpaved surface; (k) when the odometer has been tampered with or disconnected; (l) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (m)where applicable, by anyone who lacks experience driving a vehicle equipped with manual transmission; (n) to transport an animal (other than a service animal); (o) to carry more passengers than the number of existing seatbelts; or (p) by anyone who is sending an electronic message including text (SMS) messages or emails, while operating the Vehicle. Smoking is not permitted in the Vehicle. prohibited USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW).

4. <u>Breach of Agreement: Unauthorized Use.</u> If you violate the terms of this Agreement, including those listed in paragraph 3, above, and any unauthorized use of the vehicle, you will be liable for all damage to, including loss of use to the vehicle. Any breach of this agreement also voids any insurance coverage. Giving the vehicle to an unauthorized driver also terminates our liability insurance coverage if any.

5. <u>Condition and Return of Vehicle</u>. Renter must return the vehicle to our rental office at the date and time specified. The vehicle remains subject to the terms and conditions of this agreement until it has been inspected and accepted by us. If renter returns the vehicle after hours, renter is still responsible to any damage to the vehicle until it has been inspected and accepted by us on the next business day, including theft. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You will check and maintain fluid levels and will pay of all damage to the vehicle due to driving with low fluid levels.

6. <u>Responsibility for Damage or Loss.</u> If you do not accept and pay for PDW, or if PDW is voided, you are responsible, and will pay us on demand, for all missing equipment, damage to, or loss of, the Vehicle, loss of use of the Vehicle while it is being repaired, diminution of the vehicle's value caused by damage to it or repair of it, and all administrative costs we incur due to damage to, or loss of, the Vehicle, for which we are entitled by law to recover, regardless of whether or not you are at fault. If you accept and pay for PDW and if PDW is not voided, your liability for physical damage, will be limited to the amount indicated on Page 1 of the Agreement; you will still be responsible for all missing equipment and damage to, or loss of, the Vehicle, other than physical damage, for which we are entitled by law to recover.

7. Insurance. RENTER AGREES TO MAINTAIN AUTOMOBILE INSURANCE during the term of this rental agreement, providing the owner, the renter, and any other person using or operating the rental vehicle with the following primary coverage:

a. Bodily injury and property damage liability coverage;
b. Personal injury protection, no-fault, or similar coverage where required;
c. Uninsured / underinsured coverage where required, and
vehicle.

8. <u>Charges.</u> You will pay us on demand for : (a) time and mileage for the period during which you keep the Vehicle, plus our computation of actual mileage if the odometer or its seal is tampered with; (b) PDW, when we are allowed by law to offer it and you accept it: (c) gasoline, if you return the Vehicle with less gasoline than when rented; (d) applicable sales, use and other taxes; (e) loss of, or damage to, the Vehicle, which, includes the cost of repair or the retail value of the Vehicle based on any valuation method accepted by the auto insurance industry on the date of the loss, if the Vehicle is not repairable, plus loss of use, diminution of the Vehicle's value caused by damage to it or repair of it, and any administrative fees, where allowed by law; (f) all fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Vehicle, if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre and post-judgement attorney fees, we incur collecting payment due from your or otherwise enforcing our rights under the Agreement; (i) 1 1/2% per month interest, or the maximum amount allowed by the laws of the state where the Vehicle is rented, for monies due us but not paid upon return of the Vehicle; and, (j) \$2/mile for every mile between the renting location and the place where the vehicle is returned or abandoned.

9. <u>Deposit</u>. We may use your deposit to pay any amounts owed to us under this Agreement.

10. Your Property. You release us, our agents and employees from all claims for loss of, or damage to your personal property or that of any other person, what we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence.

11. <u>Modifications.</u> No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment of the due-in-date.

12. <u>Miscellaneous</u>. No waiver by us of any breach of this Agreement will constitute a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our right under this Agreement will not constitute a waiver of any other provision of this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us are merged into this Agreement.

13. <u>Examination Under Oath (EUO)</u>. Renter, additional renter, and any other drivers or passengers must submit to an examination under oath (EUO) to help with the investigation of any claim or accident at the request of the insurance company.

14. <u>Physical Damage Waiver</u>. By entering into this rental agreement you may be liable for damage, loss, or loss of use to the rental vehicle. Where allowed by law, this contract offers, for an additional charge a physical damage waiver (PDW) to cover all or part of your responsibility for damage to the rental vehicle. Before deciding whether to purchase the physical damage waiver, you may wish to determine whether your own automobile insurance or credit card agreement provides you coverage for damage, or loss to the rental vehicle and the amount of any deductibles that may apply. Certain exclusions, terms and limitations may apply and are listed below. The purchase of this physical damage waiver is not mandatory and may be waived. This physical damage waiver is not insurance.

Maryland rentals: "Maryland law requires that all Maryland residents' insurance policies with collision coverage automatically extend that collision coverage to passenger cars rented by the insureds name in the policy for a period of 30 days or less."

Minnesota rentals: "Under Minnesota Law, a personal automobile insurance policy issued in Minnesota mush cover the rental of this motor vehicle against damage to the vehicle and against loss of use of the vehicle. Therefore, purchase of any P.D.W. or similar insurance effected in this rental contract is not necessary if your policy was issued in Minnesota."

**Texas** rentals: "The Texas personal automobile insurance policy provides coverage for the legal liabilities of the policy holder in connection with the loss of or damage to rented vehicle except for damages caused intentionally. Therefore it may not be necessary for you to purchase a physical damage waiver."

#### PDW is void, where allowed by law, if:

a) you fail to call the police to the scene of an accident.

b) you fail to report all accidents to us and the police within 24 hours of occurrence or discovery.

c) you fail to pay all rental charges when the Vehicle is returned or the rental is terminated.

- d) the Vehicle is driven or used in an unauthorized manner, such as:
  - 1) by anyone who is not an authorized driver with or without the renter's permission, or by anyone whose driving license is suspended in any jurisdiction;
  - 2) by anyone under the influence of drugs or alcohol;
  - 3) by anyone who obtained the Vehicle by fraud or misrepresentation;
  - 4) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law;
  - 5) to carry persons or property for hire
  - 6) to push or tow anything;
  - 7) in any race, speed test or contest;
  - 8) to teach anyone to drive;
  - 9) for carrying dangerous items or contraband;
  - 10) outside the United States or Canada;
  - 11) when loaded beyond its capacity;
  - 12) on unpaved roads;
  - 13) to transport more passengers than the number of seat belts, or to carry persons outside the passenger compartment;
  - 14) to transport children without approved child safety seats as required by law; or
  - 15) when the odometer or its seal has been tampered with; or
- e) you commit a wanton or reckless act with the vehicle, such as by giving the vehicle to a person not authorized by law or this agreement.

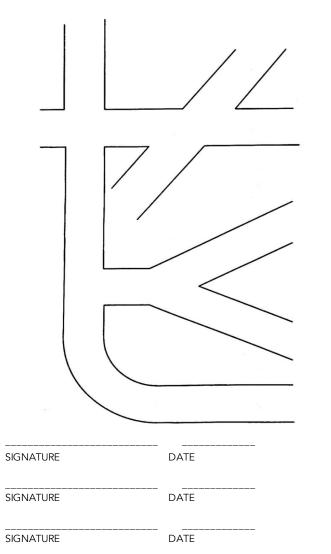
By initialing below, you have acknowledged that you received and understood this notice before signing the Rental Agreement.

Renter's Initials	Date
Renter's Initials	Date

Renter's Initials Date

#### DIAGRAM OF ACCIDENT

SHOW NAMES OF STREETS AND DIRECTION IN WHICH VEHICLES WERE GOING. INDICATE BY N.S.E.W. SHOW POSITION OF VEHICLES.





**BUCKLE-UP & DRIVE SAFELY** 

## Rum Cove Ventures, LLC

3230 E Bay Drive

#308 Holmes Beach, Fl. 34217 Email: serendipityannamaria@gmail.com Fax: 941-866-0901 Phone: 941-725-2904 or 813-748-8215

AUTHORIZED DEALER

# WHAT TO DO IN CASE OF AN ACCIDENT

 When conditions and/or regulations permit, move on to shoulder or side of roadway to prevent further damage or hazards.

- Ask someone to summon Police, and Medical assistance if anyone is injured. Repeat after 5 min.
- Keep calm. Be courteous. Don't Argue. Make no statement concerning the accident to anyone
   except a Police Officer. Get his name MAKE NO SETTLEMENT.
- 4. Obtain the names and addressed of witnesses.
- Obtain the names and address of all persons injured regardless of how minor the injury. Try to learn where injured are treated.
- 6. Do Not administer First Aid unless qualified to do so.
- 7. If an employee report as soon as possible to your supervisor.
- Before leaving the accident scene check to see that you have all the facts.

 FOR PROMPT CLAIMS HELP.
 CALL your local authorized dealer where you rented the vehicle.

FRAUDULENT CLAIMS WILL BE PROSECUTED TO THE FULLEST EXTENT PROVIDED BY LAW.