

Jacksonville Equestrian Center/NFES Rental Agreement

www.jaxequestriancenter.com

13611 Normandy Boulevard, Jacksonville, FL 32221
PH# 904-255-4254

2. PROHIBITED USES. The Golf Cart shall NOT be used, driven, or operated by: (a) anyone other than an Authorized Driver; (b) anyone under the influence of drugs or alcohol; (c) to push anything; (d) to tow anything; (e) to carry persons or property activity; (f) in connection with conduct, or for any purpose, that could be properly charged as a felony or misdemeanor in the State where the conduct occurs; (g) outside the State in which the Golf Cart was rented; (h) by any person who provides fraudulent, false or misleading information to us. You will not: (i) leave the Golf Cart unattended, with the key in it or unlocked; (j) intentionally, willfully, wantonly, or recklessly damage the Golf Cart; or (k) re-rent the Golf Cart to anyone else.

3.AMOUNTS DUE US. You shall pay us on demand each of the following; (a) the rate and other charges shown on Page 1 of this Agreement; (b) all applicable taxes; (c) all toll, parking and traffic fines, citations, penalties, forfeitures, court costs, towing and storage, and out-of-pocket expenses assessed against us, the Golf Cart, or you, unless these charges are due to our fault; (d) regardless of fault, all damage to, or loss or theft of, the Golf Cart, which includes the cost of repair, or the actual cash retail value of the Golf Cart on the date of the loss if the Golf Cart is not repairable or if we elect not to repair the vehicle; and (e) our costs and expenses, including reasonable attorney's fees, incurred in collecting any payments due hereunder or in repossessing the Golf Cart. Replacement value of Golf Cart; \$6,550 4-Passenger, \$6,550 Cargo/Utility.

4. CREDIT CHARGES. To the extent permitted by law, you authorize us to process a credit card voucher in your name for payments due us under this Agreement.

5. RETURN OF VEHICLE. This Agreement is one of rental only. The Golf Cart is our property and shall be returned on the "Due Back" date shows on Page 1, or earlier if demanded, together with all tires, tools, accessories, and equipment in the same condition as when rented, ordinary wear and tear excepted. Failure to return the Golf Cart to Renter on the date set forth in this Agreement will terminate your permission to use the Golf Cart. If the Golf Cart is not returned to us at location listed herein, you agree to pay all expenses we incur to have the Golf Cart returned. We, or any of our agents or employees, may peacefully repossess the Golf Cart, without demand, wherever found and terminate this agreement if the Golf Cart is illegally parked or used in violation of law or of this Agreement. Failure to return the Bold Cart to Jacksonville Equestrian Center/NFES on the date set forth in this Agreement will terminate your permission to use the Golf Cart.

6. ACCIDENTS. You shall immediately report any accident involving the Golf Cart to us and deliver to us, or if we request, to our insurer, every process, pleading, notice, or paper of any kind received by you or any driver of the Golf Cart relating to any claim, suit or proceeding connected with any accident or event involving the Golf Cart. Neither you nor any driver of the Golf Cart shall aid or abet the assertion of any such claim, suit, or proceeding and shall cooperate fully with us and our insurer in investigating and defending the same.

7. INDEMNITY. You agree to indemnify and hold us and our parents, subsidiaries, affiliates, shareholders, officers, directors, employees, contractors, agents, predecessors and assigns, past and present, Jacksonville Equestrian Center, Northeast Florida Equestrian Society, H.O.R.S.E. Therapies & the City of Jacksonville (the "Indemnified Parties") , harmless from all claims, liability, costs and attorney fees we and the indemnified Parties insure resulting from, or arising out of, this rental and your use of the Golf Cart.

8. YOUR PROPERTY. You release us, and the other indemnified Parties, from all claims for loss of, or damage to your personal property, or that of any other person, that we receive, handled or stored, or that was left or carried in or on the Golf Cart or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

9. NO WARRANTIES. We make no warranties, express, implied or apparent regarding the Golf Cart, no warranty of merchantability, and no warranty that the Golf Cart is fit for a particular purpose.

10. NO AGENCY. You are not our agent, servant or employee for any reason of for any purpose.

11. REPAIRS. You shall not permit any repairs to the Golf Cart or allow any lien to be placed upon it without our consent. You shall be liable for any such repairs.

12. PAYMENT. Cash payment is accepted; however, a credit card must remain on file for the duration of the rental. A \$25 fee will be charged for keys that are not returned.

CUSTOMER				DELIVERY DATE
ADDRESS				DELIVERY TIME
CITY, STATE, ZIP				RENTAL FROM
DELIVERY ADDRESS				RENTAL TO
CONTACT				TOTAL DAYS RENTED
PHONE				DUE BACK
EMAIL				PICK UP TIME
CAR TYPE	QTY	DAYS RENTED	RATE	AMOUNT
NOTES:				

Terms and Conditions

We hereby rent to you the Golf Cart described on Page 1, subject to all the terms and conditions of this Agreement. The words "you," "your," and "yours" mean the Customer identified on Page 1. "We," "us," or "our" means Jacksonville Equestrian Center/NFES.

1. AUTHORIZED DRIVERS. The Golf Cart shall be used, operated or driven only by an Authorized Driver. Authorized Driver means: (a) the Customer; (b) the Customer's spouse; (c) the Customer's employee or co-worker if engaged in a business activity with the Customer; or (d) any person who operates the Golf Cart in an emergency or while parking at a commercial establishment, provided that each such person is a licensed driver or is at least age 21.

TOTAL RENT	
PICK UP AND DELIVERY	
SUBTOTAL	
TAX	
FUEL SURCHARGE	
TOTAL DUE	

Customer Signature:	Date:
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