

CONCH CART RENTALS CORP.



Company

Conch Carts

<http://www.conchcartrentals.com/>

Activity _____

Date of activity _____

Instructions

Golf Cart Rental Agreement & Liability Waiver

This Golf Cart Rental Agreement and Liability Waiver ("Agreement") is entered into between Conch Cart Rentals Corp. ("Company") and the undersigned renter(s) ("Renter"), collectively referred to as the "Parties." By signing this Agreement, the Renter agrees to the following terms and conditions:

Authorized Drivers

- All drivers must be at least 21 years old, possess a valid driver's license, and be listed on this Agreement.
- Only those named and have signed the waiver are permitted to operate the cart:

Driver Qualifications & Safety

- Only individuals 21 years of age or older with a valid driver's license may operate the cart.
- All traffic laws of the State of Florida, Monroe County, and the City of Key West must be observed at all times.
- The cart may not be operated under the influence of alcohol, drugs, or while distracted (including by cell phone use).
- Seatbelts must be worn by all occupants. The cart may not transport more passengers than its rated capacity, nor may any person ride on the exterior or roof of the cart.

Use Restrictions

- The golf cart may only be operated within the City of Key West and Stock Island.
- The golf cart may NOT be driven on U.S. 1/Overseas Highway past the Beach Weekend or Key Haven area.
- The golf cart must remain on legal roads and may not be used off-road, on sidewalks, beaches, parks, or any prohibited areas.
- The golf cart may not be used for racing, towing, commercial purposes, or transporting more passengers than the vehicle's designated capacity.

Geographic Restrictions

The golf cart may be operated only within the City of Key West and Stock Island. Operation is strictly prohibited on U.S. 1/Overseas Highway beyond the Beach Weekend area or in any unauthorized or off-road location

Compliance with Laws

- Renter and all drivers must comply with:
 - Florida State traffic laws
 - Monroe County regulations
 - City of Key West ordinances
- Renter is responsible for:

- All parking violations
- Traffic citations
- Tolls, impound fees, or any other penalties incurred during the rental period

Parking & Traffic Violations

The Renter assumes full responsibility for all citations, tickets, fines, towing charges, impound fees, and related penalties incurred during the rental period.

Safety Requirements

- Seatbelts must be worn at all times.
- No open alcohol containers or illegal substances are permitted in the vehicle.
- No texting, cell phone use, or distracted driving.
- No standing, riding on the roof, or exceeding passenger limits.
- Children must be seated and supervised at all times.

Condition & Return of Vehicle

- Renter acknowledges receipt of the vehicle in good working condition.
- Renter agrees to return the cart in the same condition with a full tank of gas.
- If the vehicle is covered, Renter agrees to properly secure the cover when parked.
- All carts are GPS tracked. Failure to return the cart to the designated checkout location by agreed times will result in an extra day charge. The Renter is financially responsible for any and all damage, loss, theft, or vandalism occurring during the rental period, regardless of fault.

Damage, Loss & Responsibility

- Renter is fully responsible for:
 - Any and all damages to the golf cart during the rental period
 - Theft, loss, or vandalism of the golf cart
 - Damage to property or injury to persons arising from use of the golf cart
- Renter authorizes the Company to charge the credit card on file for:
 - Repairs or replacement costs
 - Additional rental days
 - Fuel charges
 - Fines, tickets, or penalties

Assumption of Risk & Release of Liability

Renter acknowledges and accepts that operating a golf cart involves inherent risks, including accidents, property damage, personal injury, or death.

Renter voluntarily assumes all such risks and agrees to release, indemnify, and hold harmless Conch Cart Rentals Corp., its owners, officers, employees, and affiliates from any and all claims, damages, liabilities, costs, or expenses arising from use of the golf cart, including those caused by negligence.

Insurance & Indemnification

- Renter's personal auto insurance may not cover golf cart use. Renter is solely responsible for verifying insurance coverage.
- Renter agrees to indemnify and defend the Company against all claims, including third-party claims, related to the use of the cart.

Provide Insurance information:

Company:

Expiration date:

Policy number: _____

This will provided on our link: _____

Breach of Agreement

The Company reserves the right to:

- Immediately terminate the rental without refund if Renter violates any terms of this Agreement
- Report violations to law enforcement
- Collect full damages and losses

Governing Law & Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for disputes shall be in Monroe County, Florida.

Acknowledgment & Acceptance

By signing below, the Renter acknowledges that they have read, understood, and agree to all terms of this Agreement.

Contact details

First name _____

Last name _____

Email address _____

Date of birth _____

Phone number _____

☐ I would like to receive updates and discount information. www.mustdokeywest.com for the very best of Key West.

Driver's license _____

Driver's license issue state or province _____

☐ I consent to storage and use of my driver's license number.

Emergency contact

First name _____

Last name _____

Phone number _____

Signature _____ Date of signature _____