



Electric Cart Name: _____

Carriage Haus Rentals, LLC

Equipment Rental Agreement with Indemnification and Waiver

Lessee Name _____ Driver's License # _____ State _____

Insurance Information _____

Address _____ City/State/Zip _____

Cell Phone _____ Secondary Contact _____

Email Address: _____

Cart Time Out _____ Cart Due Back _____

Local Address

Hotel Information _____

Address _____

City/State/Zip _____

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE AND AGREE TO THIS RENTAL AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

In exchange for the privilege to rent this electric cart or other equipment, you are accepting responsibility for your own negligence. You must operate this vehicle/equipment in a safe manner, and adhere to all rules set forth by Carriage Haus Rentals LLC, the State of Texas and the City of Galveston. You agree to be liable for all medical, damage and legal claims that may arise from your rental and use of the electric cart/equipment. **YOU HEREBY AGREE TO ACCEPT THE RISKS OF USING AN ELECTRIC CART. ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS AND YOU HEREBY RELEASE AND AGREE TO INDEMNIFY THE AFOREMENTIONED BUSINESS, AND ITS OWNERS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY 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 AND EQUITY, THAT MAY IN ANY WAY OR MANNER RESULT FROM YOUR RENTAL OR USE OF THE ELECTRIC CART/EQUIPMENTS MADE THE SUBJECT OF THIS RENTAL AGREEMENT.**

Carriage Haus Rentals, LLC, 2127 Broadway, Galveston, Texas 77550 Initial Here _____



Carriage Haus Rentals LLC

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1. I, _____ (Name), authorize Carriage Haus Rentals LLC to charge my credit card or bank account indicated below for its customary rental charges and an amount up to \$7000 for damages, if any to rental cart on _____ (Date).
2. If my valid driver's license indicates that I am under twenty-five years of age, I further authorize Carriage Haus Rentals, LLC to charge my credit card or bank account indicated below a deposit of \$300.00 upon signing this Agreement.
3. The term "equipment" is used in this agreement to represent various electric carts and/or accessories rented to me by Carriage Haus Rentals, LLC.
4. All cart operators MUST have a valid driver's license which allows them to operate a motorized vehicle in the state they reside and proof of insurance. This license and proof of insurance is required to be carried on the cart at all times. A copy of my driver's license and insurance card may be retained.
5. Electric Carts are registered for EAST END of Island driving only. This would-be areas East of 61st Street. Carts cannot be driven:
 - a. **Where posted speed limits exceed thirty-five (35) miles per hour.**
 - b. **Avenue "O" between 15th and 53rd Streets and Avenue "P", between 19th and 53rd Streets.**
 - c. **On Broadway, Harborside and 61st Streets.**
 - d. **On any Sidewalks including the Seawall Sidewalk.**
 - e. **On roadways that have more than two lanes of vehicular traffic per direction.**
6. Your cart has a toggle switch with FWD – forward and REV-Reverse, please keep switch in center position when not in use with parking brake on. When in the reverse, you should hear a backing horn (bussing sound).
7. Do not make turns at high speeds. High-speed turning could result in vehicle rollover.
8. I understand that an electric cart is subject to the same laws and regulations pertaining to motor vehicles and therefore agree that the electric cart will be operated in accordance with the laws of the State of Texas and the City of Galveston, including but not limited to the requirement that persons driving the electric cart must not be under the influence of alcohol and/or illegal drugs. **I further agree that I personally will be responsible for all moving and/or parking violations issued to said cart while it is in my possession, under my control, or at any time during the rental period.** I agree that I will not operate the electric cart on the beach or allow salt water to come in contact with mechanical or electrical components. I further agree that law prohibits me from using the electric cart on major highways.
9. Your cart comes with a seatbelt, it should be worn at all times. Carriage Haus Rentals, LLC is not responsible for people who are thrown or fall out of the cart due to unused seatbelts or reckless driving.

Carriage Haus Rentals, LLC, 2127 Broadway, Galveston, Texas 77550 Initial Here _____



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10. The electric carts with two rows of seats can only carry a Maximum of five (5) persons and the electric carts with three rows of seats can only carry a Maximum of eight (8) persons at any one time, regardless of age.
11. Please park the electric carts or store equipment in a safe place at night.
12. Electric carts cannot be parked in fire lane.
13. Please take the key out when not in use. There will be a \$10.00 charge for missing key that is not returned to Rental Agent.
14. You are responsible for any damages incurred to the electric cart or equipment or other property while renting the electric cart/equipment. Any cost to repair or replace the vehicle(s) other equipment and their accessories as a result of any damage, accidents, acts of vandalism, fire or theft will be the responsibility of the Renter.
15. Please report any problems you have with your cart to the Carriage Haus Rentals, LLC Office immediately at **409-572-9797**.
16. I agree the privilege of using the electric cart/equipment can be revoked without notice by Carriage Haus Rentals, LLC, at their sole discretion, for any violation of this agreement including reckless driving and allowing underage guests to operate the cart. I further agree I shall not be entitled any rental refund or deposit for such revocation of privilege.
17. I understand that if the electric cart/equipment should become inoperable through no fault of mine, Carriage Haus Rentals, LLC will take reasonable steps to have the vehicle/equipment repaired. In the event the electric cart/equipment cannot be repaired or replaced, a refund will be issued towards the unused rental agreement period.
 - a. Carriage Haus Rentals, LLC will do their best to repair or replace the electric cart quickly should a problem arise. If it is after business hours, the electric cart may not be repaired or replaced until the next morning. We will not credit you for overnight time that the cart is not working.
 - b. Carriage Haus Rentals, LLC will not issue credits for repairs or replacements that take less than half a day.
18. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
19. Our electric carts/equipment are inspected for damage at the point of pickup. In the event the electric cart/equipment is damaged during the rental period and estimate repair cost will be charged against your credit card. You are responsible for anyone you let drive the cart.
20. Cancellation Policy: You can cancel up to 48 hours in advance with no penalty. Cancellations not made 48 hours prior to rental will have a penalty of \$100.00. Cancellation or changes to the rental the day of will not be refunded.
21. **Most Important:** Let's be safe and have fun out there.



By my signature below, I certify that I understand and agree to the conditions set forth in the Carriage Haus Rentals, LLC Rental Agreement with Waiver Indemnification. I acknowledge that I have signed this document voluntarily and freely and that my signature creates a contractual obligation that binds me, my guests and all passengers. I authorize Carriage Haus Rentals, LLC to charge my credit card provided.

X _____
Customer Signature

___/___/___
Date

X _____
Printed Name

___/___/___
Date