

# Glenn's Golf Car Rentals, LLC Lease/Use Agreement

This Lease/Use Agreement ("Agreement") is made by and between Glenn's Golf Car Rentals, LLC ("Glenn's") located at 1721 Mentor Ave, Painesville Township, Ohio 44077; and \_\_\_\_\_ who resides at/with a principal place of business at \_\_\_\_\_

with a phone number of: \_\_\_\_\_ Email: \_\_\_\_\_

("Customer") as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Golf Car Numbers taken: \_\_\_\_\_

Delivery Address if different from above: \_\_\_\_\_

Number of Rental Days Requested \_\_\_\_\_ Delivery Date \_\_\_\_\_ at \_\_\_\_\_ am/pm/ Return Date \_\_\_\_\_ at \_\_\_\_\_ am/pm

Multi-Year Contract \_\_\_\_\_ Total Rental Amount \$ \_\_\_\_\_ (plus fuel usage) Security Deposit \$ \_\_\_\_\_

**All contracts require photocopies of a driver's license(both sides), (one type)of insurance being used, and a credit card(both sides). All contracts are paid in full to secure the dates requested. Contracts are nonrefundable.**

## Personal Information

Name if different from above \_\_\_\_\_

Driver's License No. \_\_\_\_\_ Issuing State \_\_\_\_\_ Photocopy Received \_\_\_\_\_

**(Only one type of insurance required)**

Name of Homeowner's Insurance or COI \_\_\_\_\_ Policy No. \_\_\_\_\_

Name of Auto Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_

Insurance Agent Name and Phone No. \_\_\_\_\_ Photocopy Received \_\_\_\_\_

Credit Card/Debit Card No. \_\_\_\_\_ Expiration Date \_\_\_\_\_ CVC \_\_\_\_\_ Banking Institution \_\_\_\_\_ Photocopy Received \_\_\_\_\_

**WHEREAS**, Customer has requested the use/rental of a golf car ("Equipment") to use during the period listed above; and

**WHEREAS**, Glenn's is willing to lease Customer the Equipment at the rate listed above, subject to the terms and conditions of this Agreement;

**WHEREFORE**, Customer and Glenn's agree as follows

### **A. VALID LICENSE - OPERATING STANDARD**

1. Customer has a valid driver's license as listed above and is authorized under law to drive the Equipment. There are no reasons why Glenn's cannot entrust the Equipment to Customer.
2. Customer agrees to be the primary operator of the Equipment and that no one under age 18 will be operating Equipment.
3. Customer agrees to exercise reasonable care for the Equipment and not engage in any driving activities that could harm the Equipment, Customer or others and to follow all applicable laws while in possession of and using the Equipment. Customer agrees that they will not drive recklessly and that they will not drive under the influence of any drugs or alcohol.
4. Customer will solely be responsible for the payment of any and all damage to the Equipment including the complete replacement cost of the Equipment, at Glenn's sole discretion, if the Equipment suffers total loss which occurs during the use of the Equipment by Customer.
5. If Customer experiences any mechanical trouble with the Equipment, including, but not limited to, warning lights, smoke or strange noises, Customer agrees to pull over as soon as it is reasonable and practical to do so, and call for assistance. If Customer fails to do so and damage occurs to the Equipment, Customer acknowledges that Customer will be held solely responsible for said damage and replacement cost if the Equipment is deemed a complete loss at Glenn's sole discretion.
6. Customer agrees, that by signing this Agreement, Customer has inspected and examined the Equipment and agrees that the same is in good condition.
7. In this regard, Customer agrees to return Equipment in the same condition it was in upon taking possession of the same and is responsible for to pay for any and all damage caused to Equipment while in Customer's possession, and control including, but no limited to, complete replacement cost if, at the sole discretion of Glenn's, the same damaged beyond repair.
8. Customer has no right to assign this Agreement to anyone
9. Customer agrees that if the Equipment is not returned or is damaged, Customer's credit card will be charged accordingly.
10. Customer agrees to return the Equipment as outlined above, free from any and all damage.
11. Customer agrees that if an extension of the terms of this Agreement is needed/desired, the same is to be in writing, signed by all parties.
12. Customer agrees that if any key(s)/fob(s) are not returned, there is an additional fee of \$10.00 per key/fob and that a fee of \$500.00 will be assessed if the Equipment is deemed tampered with or modified in any fashion upon return of Equipment to Glenn's. In addition, if dirty Equipment is returned to Glenn's, a \$25.00 fee will be assessed for cleaning of the Equipment.
13. Customer agrees to return the Equipment to Glenn's on the date and time listed above and, unless additional time is requested and agreed in writing, the Equipment will be deemed converted/stolen if not returned on the date and time listed above.
14. **CUSTOMER ASSUMES ALL RISKS OF OPERATING THE EQUIPMENT DURING THE TERM OF THIS AGREEMENT AND HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST GLENN'S, AND ITS OWNERS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR ANY KIND ON THE PART OF**

**CUSTOMER, ANYONE ELSE OPERATING THE EQUIPMENT AND THE RELEASED PARTIES, INCLUDED BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE, WHICH CUSTOMER, CUSTOMER'S HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON CUSTOMER'S BEHALF, WHICH ARISE OR MAY HEREINAFTER ARISE FROM CUSTOMER'S RENTAL OF THE EQUIPMENT.**

15. Customer further agrees to indemnify, defend, and hold harmless the Released parties defined in Paragraph 14 above from and against any and all costs, expenses, damages, lawsuits, judgements, losses, and/or liabilities (including attorney fees) arising either directly from or related to any and all Claims made by or against the Released Parties due to bodily injury, death, loss of use, monetary loss, governmental fines, or other injury from or related to Customer's use of the Equipment, including any claims based on the actions, omissions, or the negligence of Customer and/or Glenn's, its employees, agents, assigns and/or representatives.

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**Customer's Signature**

## **B. INSURANCE – LIABILITY**

16. Loss and Damage.
- A. Customer hereby solely assumes and shall solely bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or Damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Customer under this Agreement which shall continue in full force and effect through the term of this Agreement.
- B. In the event of loss or damage of any kind whatsoever to the Equipment, Customer shall, at Glenn's sole option:
- (i) Place the same in good repair, condition and working order; or
  - (ii) Replace the same with like Equipment in good repair, condition and working order; or
  - (iii) Pay to Glenn's the replacement cost of the Equipment. Equipment value may be up to \$10,000.00 each
17. Insurance. Customer represents and warrants Customer has/maintains:
- A. Risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment; and
- B. Combined public liability and property damage insurance with customary limits. The aforesaid insurance shall be in such customary form and with a company or companies having at least an "A" rating. Customer shall provide Glenn's with an original policy or certificate evidencing such insurance.
18. Customer agrees that Glenn's shall have the right to make a claim against Customer's insurance carrier to cover any damages that occur to the Equipment or to others while in Customer's possession. Customer hereby releases Glenn's, its directors, officers, shareholders, employees, assigns and or anything involving the Equipment. In this regard, Customer agrees to indemnify and hold harmless Glenn's from any and all claims, including actual attorney fees incurred, relative to any damage or claim stemming from Customer's use of the Equipment.
19. Customer agrees to reimburse Glenn's, its directors, officers, shareholders, employees, assigns and any related entities from any claims against Glenn's arising out of Customer's use of the Equipment. Finally, Customer agrees indemnify, hold harmless and defend Glenn's from/against any claims arising from Customer's use of the Equipment and to pay all actual attorney fees incurred by Glenn's for any claim stemming from or arising out of Customer's use of the Equipment and for any violation of and enforcement of this Agreement.
20. By signing this Agreement, Customer gives Glenn's permission and authorization to charge Customer's credit card/debit card or any and all damages sustained to/by the Equipment during Customer's possession of the same.

## **C. DISPUTE RESOLUTION/ACKNOWLEDGEMENT**

21. All disputes concerning this Agreement or Customer's use of the Equipment shall be governed by Ohio law and shall be heard in any Court in Lake County, Ohio, having jurisdiction to hear said case.
22. Should Glenn's be forced to pursue the enforcement of any term of this Agreement, Customer agrees to be responsible for and pay Glenn's actual attorney fees and costs incurred in so enforcing the term(s) of this Agreement.

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**Customer's Signature**

23. In the event any provisions of this Agreement is held to be void or otherwise unenforceable by the highest court of competent jurisdiction to address the matter, all remaining provisions shall remain in full force and effect.
24. Customer agrees and acknowledges that Customer has read this Agreement and understands all its contents and provisions and agrees to be bound by the same.
25. Customer agrees to also be bound by the terms and conditions located at <https://www.glennsgolfcar.com>

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**Customer's Signature**

**Glenn's Golf Car Rentals, LLC**

By: \_\_\_\_\_ Print Name: David Forster Its: Authorized Member Date: \_\_\_\_\_

**Customer:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_