

# ISLAND TIME CARTS, LLC

## LEASE AGREEMENT FOR LOW-SPEED VEHICLES

Island Time Carts, LLC (“Lessor”) agrees to provide and lease to the undersigned customer (“Lessee”) a low-speed vehicle (“LSV”) subject to the following terms and conditions:

Lessee Printed Name: \_\_\_\_\_

Lessee Email Address: \_\_\_\_\_

Lessee Phone Number: \_\_\_\_\_

Lease Period: \_\_\_\_\_

Total Lease Fee (LSV Lease Fee + 8% NC Service Tax): \_\_\_\_\_

## Rules and Regulations

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1. Lessor agrees to provide a designated LSV to Lessee at a specified location designated by Lessor.
2. Lessee agrees to return the LSV to the specified location or any other location designated by Lessor upon completion of the lease period.
3. Lessee agrees to return the LSV in the same condition as when Lessee received the LSV, normal wear and tear excepted.
4. If Lessee violates any of the terms and conditions of this Lease Agreement, Lessee agrees that Lessor has the right under this agreement to immediately revoke the Lease Agreement without notice to Lessee and Lessee further agrees that Lessee shall not be entitled to any reimbursement for such revocation.
5. Lessee agrees that all LSV operators MUST have a valid driver’s license, proof of insurance and be at least twenty-one (21) years of age.
6. Lessee agrees that Lessee has read the “Low Speed Vehicle Information Sheet” and any other instructions provided to Lessee regarding the LSV and agrees to operate the LSV in accordance with said information and instructions.
7. Lessee agrees that Lessee has examined and inspected the safety and mechanical condition of the LSV and has reported any concerns prior to use of the LSV to the Lessor.
8. Lessee agrees to contact Lessor if Lessee has any concerns after signing this agreement regarding operating the LSV or if Lessee and/or Lessee’s guests have caused any damage to the LSV or damage/injury to any person.

9. Lessee agrees that the LSV shall not be operated in a manner that may endanger passengers or other individuals (e.g., pedestrians), or harm property.
10. Lessee agrees that the maximum occupancy of the LSV is no more than four (4) persons, including children.
11. Lessee agrees and understands that North Carolina law requires that all children under the age of eight (8) and who weigh less than eighty (80) pounds must be properly secured in a child restraint booster seat as outlined by the North Carolina Child Passenger Safety Resource Center.
12. Lessee agrees that persons are not permitted to ride on the back of the LSV for any reason.
13. Lessee agrees to use extreme caution and use the foot brake when traveling down steep grades.
14. Lessee agrees to park the LSV on a level and steady ground.
15. Lessee agrees to follow all LSV and road signs.
16. Lessee agrees to not operate the LSV in the sand or surf or allow salt water to contact mechanical or electrical components.
17. Lessee agrees to not operate the LSV on the sidewalks.
18. Lessee agrees to only operate the LSV on streets with a posted speed limit of thirty-five (35) miles per hour or by crossing a street at an intersection where the speed limit is forty-five (45) miles per hour or higher.
19. Lessee agrees to not operate the LSV by towing a trailer or wagon.
20. Lessee agrees to operate the LSV in accordance with the same laws and regulations for motor vehicles imposed by the State of North Carolina and the County of Brunswick, including but not limited to refraining from possessing open containers of alcohol or operating the LSV under the influence of alcohol and/or illicit substances.
21. Lessee agrees to not sublease the LSV to any other persons or to allow any other person to possess or use the LSV other than Lessee himself/herself or Lessee's guests who meet the criteria in this lease agreement.
22. Lessee agrees that there will be a monetary charge for a missing key that is not returned with the golf cart.

23. Lessee agrees to be financially responsible for all moving/parking/towing violations during the lease period issued to the LSV, to Lessee or to a guest of Lessee.
24. Lessee agrees to be responsible for all fines, court costs and any/all incidental and consequential costs to Lessee or to a guest of Lessee.
25. Lessee agrees that should the LSV become inoperable through no fault of Lessee or Lessee's guests, then Lessor will take reasonable steps to repair the LSV. If the LSV cannot be repaired or replaced, then Lessor will reimburse Lessee for the unused lease period.
26. Lessee agrees to pay replacement/repair costs at retail value if the LSV is lost, damaged or stolen during the lease period.
27. Lessee agrees to reimburse Lessor for any/all lost rental income for the LSV during the repair of the LSV that is a direct and proximate result of Lessee's negligence or violation of the terms and conditions of this agreement.
28. Lessee agrees that an eight percent (8%) service tax will be charged in addition to the cost of the lease agreement. Lessee further agrees that additional costs may be incurred by Lessee, including but not limited to non-sufficient funds or recovery fees associated with those costs.
29. If Oak Island or the surrounding area(s) issue a weather alert, including but not limited to a tropical storm/hurricane, Lessee agrees that Lessor may retrieve the LSV until the weather alert expires or the weather event is no longer a concern and that Lessor will return the LSV for the remaining lease period and will reimburse Lessee for the days that the LSV was held by Lessor for safety purposes.
30. If Lessee voluntarily chooses to terminate the lease agreement during the lease period due to weather other than a weather alert, then Lessee will not be entitled to a reimbursement and Lessee will forfeit the remaining balance of the rental agreement.

# Waiver of Liability, Assumption of Risk, Indemnity Agreement

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1. Lessee agrees that in consideration for being permitted to use the LSV provided by Lessor, Lessee does hereby release, waive, discharge, and covenant not to sue Lessor, its members, employees, and agents from liability from any/all claims, including the negligence of Lessor, resulting in personal injury, accidents or illnesses, including death, and property loss arising from use of the LSV.
2. Lessee agrees to be legally and financially responsible for all damages and costs of repair to the LSV as a direct and proximate result of Lessee's use of the LSV, including but not limited to insurance deductibles/costs and uninsured damages/costs.
3. Assumption of Risks: Use and control of a LSV, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, from one location to another, from one individual to another, but the risks of driving, riding, or using an LSV range from minor injuries to major and catastrophic injuries including paralysis and death. Lessee understands and agrees that it is Lessee's responsibility to assess the hazards presented by Lessee's use of said LSV and further agree that Lessee is the ultimate judge as to whether Lessee can use the LSV without risk of harm to Lessee and others.
4. Indemnification and Hold Harmless: Lessee also agrees to defend, indemnify, and hold harmless Lessor, its members, employees, and agents from and against any/all claims, demands, actions, or causes of actions for costs, attorney's fees, expenses, or damages to personal property, or personal injury, or death, which may result from any use of the LSV, including but not limited to claims for damages to the LSV itself, Lessee's person and property and third persons and their property.
5. Severability: Lessee further expressly agrees that the foregoing waiver and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion thereof is held invalid, Lessee agrees that the balance shall, notwithstanding, continue in full legal force and effect.

6. Choice of Law: Lessee expressly agrees that any disputes arising from this lease agreement will be settled in County of Brunswick, North Carolina in accordance with the procedures and laws of the State of North Carolina.
7. Acknowledgment of Understanding: I have read this Lease Agreement for Low-Speed Vehicles, including the waiver of liability, assumption of risk, and indemnity provisions. I fully understand its terms, and understand that I am giving up substantial rights, including my right to sue Lessor, its members, employees, and agents. I also understand that this agreement binds by heirs, executors, personal representatives, attorneys-of-law, attorneys-in-fact, administrators, and assigns, as well as myself. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby assert that my use of the LSV is voluntary and that I knowingly assume all such risks incident to using said LSV. Furthermore, I represent that I am familiar with the operation and use of such LSV, that I have read the rules and regulations contained herein, and that I can operate the LSV safely and in accordance with said rules and regulations.

ACKNOWLEDGEMENT

I, \_\_\_\_\_, hereby state that I am the above-named Lessee, that I have read the forgoing Lease Agreement for Low-Speed Vehicles, that I have read the "Low Speed Vehicle Information Sheet," and hereby state that I know, understand and agree to the terms and conditions of both thereof and that I further agree to be bound by the Waiver of Liability, Assumption of Risk and Indemnity Provisions thereof.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Printed Name of Lessee

\_\_\_\_\_  
Signature of Lessee