

# GOLF CART RENTAL AGREEMENT

*Creekside Campground and Events Center*

This Golf Cart Rental Agreement ("Agreement") is entered into by and between Sawtooth Ridge Ranch, LLC, dba Creekside Campground and Events Center, an Idaho limited liability company with a principal address of 3193 Hwy 21, Boise, Idaho 83716 ("Owner"), and the undersigned renter ("Renter"), in connection with Renter's use of the golf cart described below (the "Cart") on Owner's premises.

## 1. Rental Term and Rate

Rental of the Cart is limited to on-site use at the Creekside Campground and Events Center property only. The Cart may not be operated on public roads or off the property. Rental rates are as follows:

- Daily Rate: \$125.00 per day
- Three-Day Event Rate: \$250.00, applicable only to booked events of three (3) consecutive days

Payment is due in full prior to the release of the Cart to Renter.

## 2. Eligible Drivers

Only individuals who are (a) at least twenty-one (21) years of age, and (b) hold a valid, unexpired driver's license issued by a U.S. state or equivalent authority, may operate the Cart. Renter is responsible for confirming that any person operating the Cart meets these requirements. Owner may request to review a driver's license prior to or during use, and may refuse or revoke use of the Cart at any time for noncompliance.

## 3. Use At Own Risk; Assumption of Risk

THE CART IS PROVIDED "AS IS" AND IS USED ENTIRELY AT THE RENTER'S AND OPERATOR'S OWN RISK. Renter acknowledges that operating a golf cart involves inherent risks, including but not limited to collision, tipping, loss of control, uneven or unfamiliar terrain, and injury to the operator, passengers, or third parties. Renter voluntarily assumes all such risks on behalf of Renter and any authorized operators or passengers.

## 4. Release of Liability and Indemnification

To the fullest extent permitted by law, Renter, on behalf of Renter and all authorized operators and passengers, releases, waives, and discharges Owner, Sawtooth Ridge Ranch, LLC, and its members, managers, employees, and agents from any and all liability, claims, demands, or causes of action arising out of or related to Renter's rental or use of the Cart, including claims based on the negligence of Owner, except to the extent caused by Owner's gross negligence or willful misconduct. Renter agrees to indemnify and hold Owner harmless from any claims, damages, or expenses (including reasonable attorney's fees) arising from Renter's or an authorized operator's use of the Cart.

## 5. Condition, Care, and Damage

Renter agrees to operate the Cart in a safe and responsible manner, in compliance with any posted rules, and to return the Cart in the same condition as received, ordinary wear excepted. Renter is financially responsible for any damage to the Cart, or to other property, resulting from misuse, negligence, or violation of this Agreement.

## 6. Credit Card on File / Damage Charges

As a condition of rental, Renter must provide a valid credit card to be kept on file for the duration of the rental period. Renter authorizes Owner to charge the card on file for the cost of repair or replacement of the Cart, and for any other damages, cleaning, or losses arising from Renter's or an authorized operator's use of the Cart, up to the actual cost of repair, replacement, or resulting loss. Owner will provide Renter with an itemized description of any charges assessed under this section. No security deposit hold will be placed on the card absent damage; the card is retained solely for use in the event repair or replacement costs are incurred.

## 7. Pre-Rental and Post-Rental Inspection

Prior to releasing the Cart, Owner's representative and Renter will jointly conduct a pre-rental inspection of the Cart, noting its general condition, existing damage (if any), battery/fuel level, and odometer or hour-meter reading (if applicable) on the Cart Inspection Checklist attached to or accompanying this Agreement. Both parties will sign the pre-rental inspection checklist to confirm the Cart's condition at the start of the rental.

Upon return of the Cart, Owner's representative and Renter (or Renter's authorized representative, if available) will jointly conduct a post-rental inspection, comparing the Cart's condition against the pre-rental checklist. If Renter or Renter's representative is not available at return, Owner may complete the post-rental inspection alone, and the resulting checklist will be treated as accurate absent evidence to the contrary. Any new damage, excessive wear, missing accessories, or other discrepancies identified during the post-rental inspection will be documented, and Renter will be charged for the cost of repair or replacement as described in Section 6 above.

## 8. Prohibited Use

- No operation on public roads or off Owner's property
- No operation under the influence of alcohol or drugs
- No exceeding manufacturer passenger capacity
- No reckless or unsafe operation, including excessive speed or stunts

## 9. Governing Law

This Agreement is governed by the laws of the State of Idaho, without regard to conflict of law principles.

## 10. Acknowledgment

By signing below, Renter acknowledges that Renter has read, understands, and agrees to all terms of this Agreement, including the assumption of risk and release of liability set forth above.

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Driver's License Number / State: \_\_\_\_\_

Credit Card on File (Last 4 Digits): \_\_\_\_\_ Cardholder Name: \_\_\_\_\_

Owner Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CART INSPECTION CHECKLIST

Cart / Unit ID: \_\_\_\_\_ Rental Dates: \_\_\_\_\_ to \_\_\_\_\_

| Item                                                | Pre-Rental Condition | Post-Rental Condition | Notes |
|-----------------------------------------------------|----------------------|-----------------------|-------|
| Body / Exterior Panels                              |                      |                       |       |
| Windshield (if equipped)                            |                      |                       |       |
| Seats / Upholstery                                  |                      |                       |       |
| Tires / Wheels                                      |                      |                       |       |
| Battery Charge / Fuel Level                         |                      |                       |       |
| Lights (front/rear/turn signals)                    |                      |                       |       |
| Brakes                                              |                      |                       |       |
| Steering                                            |                      |                       |       |
| Roof / Canopy                                       |                      |                       |       |
| Accessories (mirrors, flags, basket, charger, etc.) |                      |                       |       |
| Odometer / Hour-Meter Reading                       |                      |                       |       |
| Cleanliness                                         |                      |                       |       |

### Pre-Rental Inspection

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Post-Rental Inspection

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Damage Assessment / Charges (if any): \_\_\_\_\_

Amount Charged to Card on File: \$ \_\_\_\_\_ Authorized by (Owner Rep): \_\_\_\_\_