



Vacation Rentals, Inc.
119/B Sumner Av, PO Box 426
Avalon, CA 90704
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BINDING GOLF CART AGREEMENT

(Please read carefully before signing and returning.)

In consideration for the use of the golf cart provided on a complimentary and discretionary basis for _____, I agree to the following conditions. In the event that I violate any of the following conditions, I agree and understand that further use of the golf cart may be revoked immediately and without notice:

- I promise to return the golf cart to the location provided immediately upon completion of the condominium/house rental period in as good condition as I received the same, normal wear and tear excepted. I will operate the golf cart safely and responsibly, and I will preserve and protect the golf cart from loss or damage to the cart itself, my person or property, and the persons or property of others. I agree to be legally and financially liable for all costs of repairs to the golf cart, and for the loss, damage and/or injuries to my person or property and the persons or property of others regardless of fault. I will have in effect during the rental period, automobile insurance coverage sufficient to cover payment of loss in the event of any accident. In the event that the automobile insurance coverage for myself or my guests does not fully compensate the golf cart owner for any costs incurred due to personal or property damage caused by my use of the golf cart, or that of my guests, I agree to reimburse the golf cart owner for such unrecovered costs, including but not limited to deductibles and any uninsured losses.
- I agree to hold harmless, defend and indemnify *Catalina Island Vacation Rentals, Inc.*, and the owner of the golf cart for any and all damages and claims of any nature whatsoever that may arise from the use of said golf cart during the time of the condominium/house rental period, including but not limited to claims for damages to the golf cart itself, my person and property and the persons and property of others.
- I agree to become familiar with the operation and use of said golf cart, to read the "**GOLF CART INFORMATION SHEET**" and any other instructions provided to me regarding the cart, and to operate the golf cart in accordance with said instructions. I agree to contact *Catalina Island Vacation Rentals, Inc.*, if I have any questions or concerns about operating the golf cart or if my guest or I have caused any damage to the golf cart or others through the use of the golf cart. I agree to examine and inspect the safety and mechanical condition of the golf cart, reporting any concerns or problems before driving the vehicle.
- I understand that a golf cart is subject to the same laws and regulations pertaining to motor vehicles and therefore agree that the golf cart will be operated in accordance with the laws of the State of California and the local laws of Avalon, including but not limited to the requirement that persons driving the golf 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 condominium/house rental period.

- I agree that only persons who are 21 years or older, possess a valid driver's license and have current automobile insurance coverage as required by law shall be permitted to drive the golf cart. I further agree that the maximum occupancy of the golf cart is four persons, including children.
- I understand that the use of the golf cart is complimentary and is not included in the price of the property rental. I agree the privilege of using the golf cart can be revoked without notice by *Catalina Island Vacation Rentals, Inc.*, in their sole discretion, for any violation of this agreement. I further agree I shall not be entitled any refund for such revocation of privilege.
- I understand that if the golf cart should become inoperable through no fault of mine, *Catalina Island Vacation Rentals, Inc.*, will take reasonable steps to have the vehicle repaired. Inability of *Catalina Island Vacation Rentals, Inc.* to have the golf cart repaired will not entitle me to monetary compensation for alternate transportation or for refund of rental fees. Furthermore, per Avalon City ordinance, I understand that *Catalina Island Vacation Rentals, Inc.* may not substitute another golf cart for the one assigned to my rental property.

By my signature below, I certify that I understand and agree to the conditions set forth in the *Catalina Island Vacation Rentals, Inc.*, **Binding Golf Cart Agreement**. 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 further understand and agree that the use of the golf cart is a privilege granted to me solely for my benefit and within the discretion of *Catalina Island Vacation Rentals, Inc.*, or the owner of the golf cart, and that the privilege may be revoked at any time without notice or compensation.

X _____ X _____
 Driver's Signature DATE

X _____ X _____
 Driver's Name (*please print*) State and Number of Driver's License

X _____ X _____
 Insurance Company & Address Policy Number

Cart Designation: _____ Reservation # _____

Arrival Date: _____ Departure Date: _____

NOTE: ON THE DAY BEFORE OR THE DAY OF YOUR SCHEDULED DEPARTURE, IT IS YOUR RESPONSIBILITY TO FILL THE GOLF CART'S GAS TANK. CATALINA'S ONLY GAS STATION IS LOCATED ON PEBBLY BEACH ROAD, JUST PAST THE HELIPORT. THE STATION IS OPEN FROM 9:00 AM TO 1:00 PM AND FROM 2:00 PM TO 5:00 PM SEVEN DAYS A WEEK.