CONTRACT #

**COMPANY NAME:** 

## **GOLF CART RENTAL AGREEMENT**

This Golf Cart Rental Agreement, along with the attached SINGLE EVENT GOLF CART CREDENTIAL POWERED CART POLICY and RELEASE OF LIABILITY shall together make up the Golf Cart Rental Agreement. In consideration for the rental from Americrown Service Corporation, the undersigned operator and/or renter of this/these vehicle(s) and/or equipment hereby acknowledges and agrees to comply with all obligations and rules set forth herein or further provided at the time of pickup.

Before use of vehicle(s) and/or equipment Renter must sign this agreement.

Renter agrees to the terms and conditions set forth herein.

TRACK:		EVE	NT:		DATES:		
All rentals rates	are based on ar	n event basis (No	o daily	rentals)			
*For Speedweeks		Price Per Cart			**Additional Services Available: -Roof - have a guaranteed roof on your golf cart to		
4 Passenger		\$535			provide protection from the elements for \$125 per cart (based on availability, orders due 14		
4 Passenger/Flip		\$535			<ul> <li>days prior to event week)</li> <li>-Full Wrap or Spot Decals - advertise your business or team on your golf cart for everyone to see (price is based on the number of orders received, prices include installation and removal, orders are due 15 days prior to the</li> </ul>		
6 Passenger		\$730					
Utility		\$620					
Cart Sub Total					event)		
Additional Services**	•				Office Use Only:		
Sub Total					-		
Local Sales Tax Rate			•				
Total Rental Amount							
		Custo	morl	nformation	_		
Company Name:		Cusic					
Requestor:							
Email Address:							
Billing Name:							
Billing Address:							
Order Date:		Phone Nu	umber		Fax Number:		
Onsite Contact:	Onsite phone number						
Onsite contact perso	n is authorized t	o add or modify i	nitial o	rder during th	he event?  Ves No		
Full payment of the Total Rental Amount above is required prior to the event either by check or credit card.							
Any order for which full payment has not been received will not be processed.							
Please refer	to Credit Card	Authorization F	Form (	page 4 of t	this document) for more information.		

#### **CONTRACT #**

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#### TERMS AND CONDITIONS

- 1) I agree to pay in the event the cart is lost, stolen or damaged the replacement or repair cost at retail value.
- 2) Other fees, in addition to the cart rental rates above:
  - A. A fee of \$500.00 will be charged if the cart engine governor is tampered with or modified during the event rental.
  - B. The full cart rental amount will be charged for cancellations within 15 days of the Wednesday before the event weekend or for carts not picked up at the event. This charge may be waived in the event the cart is rented for the event weekend, but there can be no guarantee that this will be possible or occur.
  - C. A 15% surcharge will be added to the above rental rates for orders placed within 15 days of the Wednesday before the event weekend. Late orders cannot be guaranteed and will be filled on an "as available" basis.
  - D. A fee of \$5.00 per key will be charge for lost cart keys.
  - E. A fee of \$30.00 will be charged for locks and/or chains that are not returned or that are required to be cut off the cart
  - F. A fee of \$75.00 will be charged for decals and/or stickers applied to the carts and not removed before returning.
  - G. LATE RETURN POLICY A fee of \$200.00 will be charged if the rented cart is not returned to the cart rental compound by 9:00 AM on the day following the last event of the event weekend.
- 3) For safety and security:
  - A. All vehicles shall be locked to prevent theft or vandalism when parked.
  - B. When practical, it is a good idea to assign a person to a specific vehicle. It will discourage abuse of the equipment.
  - C. **Do not** modify any of the factory settings (i.e. the governor, accelerator cable, etc.) on the engine. Modifications can result in damage to the vehicle(s) as well as incurring additional fees.
  - D. All vehicle settings are checked for correct working order before delivery.
  - E. Only two (2) persons are allowed on the vehicles at any one time, with the exception of the multi-person carts.
  - F. <u>**Do not**</u> overload any cart vehicles.

4) Additional Payments - The credit card information provided on the Credit Card Authorization Form will be utilized to process payment of any additional rental or fees due as stated above.

If you have any questions, please call Shanna Elliott at (517) 592-1334. Fax (517) 592-1309 selliott@americrown.com

I CERTIFY THAT I FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND AGREE TO RETURN RENTED CARTS TIMELY AND IN THE SAME CONDITION AS RECEIVED.

Authorized Representative Signature

#### CONTRACT #

#### **COMPANY NAME:**

## SINGLE EVENT GOLF CART CREDENTIAL POWERED CART POLICY AND RELEASE OF LIABILITY

- ALL powered carts in use on the property of any International Speedway Corporation facility must be registered. Registration will be
  proven through a Single Event Credential Sticker which must be PERMANENTLY affixed to the approved golf cart on the front driver's
  side in the lower corner of the windshield or front hood. Each Single Event Credential will possess a control number plainly visible to
  identify the person or company who has registered the cart.
- 2. Proof of general liability insurance (or automobile liability in the event the golf cart being registered is street legal) with limits of not less than \$1 million per occurrence, naming all the Additional Insured Parties (as defined in Section 9 hereunder) as additional insureds, must be supplied along with this form and must be active throughout the event. Certificate of insurance shall state that such insurance is primary and non-contributory to any other insurance that may be available to an Additional Insured Party.
- 3. The use of powered golf carts at any International Speedway Corporation facility will be restricted to business use only.
- 4. Powered carts will be driven in a safe, slow, and careful manner and shall at no time exceed any posted or designated speed limit at any Speedway property. At all times <u>drivers will yield to pedestrians</u>. Anyone observed driving in a careless or unsafe manner, including and without limitation, in violation of any provision of this powered cart policy and release of liability, will be removed from the property and have their Single Event Credential revoked. The undersigned agrees to be responsible for compliance with all laws & government regulations in the use of the vehicle.
- 5. Powered carts must be driven by a licensed driver over the age of eighteen (18), unless applicable state law requires a higher age limit (by way of example, Alabama requires operators to be at least nineteen (19) years old. The number of passengers may not exceed the manufacturer's designed and installed seating capacity and/or the capacity indicated on the Credential. All passengers must be seated during operation.
- 6. Alcoholic beverages are not permitted in any powered carts, except for delivery purposes only. No alcohol is to be consumed by any driver or passenger while the powered cart is in use, and no driver shall operate any powered cart while under the influence of alcohol.
- 7. Only powered carts equipped with factory installed (or equivalent) front headlights and rear running lights may be operated after daylight hours.
- 8. Cart usage will not be allowed in restricted areas or during times not authorized by track management. No golf carts shall be operated on public roads.
- The undersigned ("Company") hereby agrees to release, hold harmless, indemnify and defend Salopek Golf Car & Equipment 9. Company, Inc., Americrown Service Corporation, International Speedway Corporation, their respective subsidiaries and affiliates, and their respective members, shareholders, officers, directors, agents, employees, related or affiliated companies, sponsors, trustees, receivers, successors, subcontractors and assigns, the City of Homestead, the Daytona Beach Racing & Recreational Facilities District, City of Daytona Beach, and County of Volusia (collectively the "Additional Insured Parties") from any and all liability or damages including reasonable attorney fees arising from injuries to person(s) or damage to property which may arise from the use of these vehicles by the company named below, its employees, agents, or representatives. Company's obligations hereunder to defend shall extend to claims alleging the sole negligence, willful misconduct or violation of law of an Additional Insured Party when combined with other claims triggering Company's obligation to indemnify, provided however that upon the final adjudication by a court of competent jurisdiction or written settlement between the parties. Company shall be reimbursed for the portion of fees or losses so adjudicated as the responsibility of an Additional Insured Party. I agree that Salopek Golf Car & Equipment Company, Inc., Americrown Service Corporation, International Speedway Corporation, its subsidiaries and affiliates, and their respective members, shareholders, officers, directors, agents, employees, related or affiliated companies, sponsors, trustees, receivers, successors, subcontractors and assigns, the City of Homestead, the Daytona Beach Racing & Recreational Facilities District, City of Daytona Beach, and County of Volusia do not accept any responsibility or liability by virtue of registering powered carts.

I have read, understand and accept all the terms of use for a powered golf cart on International Speedway Corporation facility properties. Failure to comply with these terms may result in revocation of the Single Event Credential, the golf cart being impounded and/or forfeiture of golf cart privileges. The undersigned has the requisite authority to bind the Company to the obligations herein. My signature below signifies full and total acceptance of these terms and agreement to comply.

Name of Company

Print Name of Authorized Representative

Date

Signature of Authorized Representative

THIS IS A RELEASE OF LIABILITY



# **CREDIT CARD AUTHORIZATION FORM**

Americrown requires full payment prior to the event <u>and</u> a completed credit card authorization form for any add-ons or additional fees that may be incurred during the rental period. We are unable to process an order submitted without a valid credit card -<u>no exceptions</u>. Please choose one of the following methods of payment.

I will submit payment in full via check for payment prior to picking up golf carts. Please use my credit card information reflected below for any add-ons or additional fees that may be incurred during the rental period.

Use my credit card information reflected below for payment <u>and</u> add-ons or any additional Fees that may be incurred during the rental period.

## Company Information \*Required before order can be processed

Company Name:	
Requestor:	
Date of Request:	

### Card Information \*Required before order can be processed

Type of Credit Card: VISA MasterCard Discover AMEX				
Account Number:				
Expiration Date: Billing Zip Code:				
Card Holder's Name:				
Track Name & Event Name:				
Authorized Signature:				
If you have any questions, please call Shanna Elliott at (517) 592-1334. Please fax completed forms to Shanna at (517) 592-1309.				