

Rockland Golf Carts Inc. ("RGC") is a NY corporation located at 750 Chestnut Ridge Rd. Chestnut Ridge, NY 10977

The undersigned Customer ("Customer") will use the equipment at location mentioned on the invoice.

In consideration of RGC's provision of equipment to Customer and the covenants hereunder, the parties agree as follows:

1.INSPECTION AND TRAINING - The party signing below as Customer acknowledges he/she has had an opportunity to personally inspect the equipment and finds it suitable for their needs and in good condition, and that he/she understands its proper operation. Driver of the equipment must be 21 years of age and have a valid Driver's License.

2.REPLACEMENT OF MALFUNCTIONING EQUIPMENT - If the equipment becomes unsafe or in disrepair as a result of normal use, customer agrees to discontinue use and notify RGC who will replace or repair the rental equipment if available.

3.PROHIBITED USES - Use of cart in the following circumstances is prohibited and constitutes a breach of this contract: (a)illegal purposes, (b) using when in disrepair, (c) improper, unintended use or misuse, (d) use at any location other than the address furnished to RGC without RGC's express permission in advance, and (e) use on public or private thoroughfare, as the golf carts are NOT street legal.

4. TIME OF RETURN - Customer's right to possession terminates on the expiration of the rental period and retention of possession after this time without a new agreement constitutes material breach of this contract. Any Extension must be mutually agreed upon in writing.

5.LATE RETURN - Customer agrees to return the equipment during RGC normal business hours upon termination of the rental period. If not returned in a timely manner, Customer shall pay the additional rental charges.

6.DAMAGED EQUIPMENT - Customer agrees to pay for any damage to or loss of equipment regardless of cause, except reasonable wear and tear, while the equipment is out of the possession of RGC. Accrued rental charges cannot be applied against the purchase or cost of repair of any damaged or lost equipment. The cost of repairs will be borne by Customer, whether performed by RGC or others. Customer will be charged \$10.00 per key if not returned.

7.CONSENT AND RELEASE - Customer understands his rights and responsibilities and voluntarily consents to have RGC provide the stated equipment, and furthermore releases RGC and its directors, officers, representative, employees, agents, successors, and assigns from all legal responsibility and liability for any injuries or property damage caused by the improper, unauthorized, and/or negligent use of this equipment.

8.TITLE - This Agreement is not a contract for sale. RGC retains full ownership rights to the

equipment rented. By execution of this agreement, the Customer acknowledges that if equipment is not returned as provided herein, RGC may institute legal proceedings against the signers to recover the equipment and for any and all damages which RGC may suffer as a result of the Customer's failure to return equipment in good condition.

9. PAYMENT CHARGES - charge of \$35 will be assessed for each check returned by the bank for any reason. Payments made by credit card via phone or online will incur a 5% convenience fee.

10. DELIVERY CHARGES - Customer agrees to pay a pick up and delivery fee in the amount stated on quote/invoice. Rentals are subject to a \$75 cancellation fee per each golf cart.

11. INSURANCE - Customer agrees to provide RGC with a certificate of insurance naming Rockland Golf Carts Inc 750 Chestnut Ridge Rd. Chestnut Ridge, NY 10977 as certificate holder and additional insured with the following limits of liability: a minimum of \$1million/incident and \$2million annual aggregate. A waiver of subrogation is to be included in favor of Rockland Golf Carts Inc.

****ATTENTION****

As stated in this rental Agreement, Customers are responsible for damage to rented equipment. Rockland Golf Carts would like our customers to be extra aware of this, so they might avoid any additional charges.

The undersigned represents the Customer and fully acknowledges that there is to be no tampering with any golf cart while in their possession. This includes the adhesive from any decals, stickers, tape and/or any other product that defaces the carts.

The undersigned represents the Customer and understands that if any damage is done, including tampering with the governor to make a cart go faster, the undersigned is fully responsible for the cost of the part(s) and labor done to repair it. The undersigned acknowledges receiving the cart in clean condition; therefore, a fee of \$35.00 will be charged for any cart returned dirty. By signing below, you are acknowledging your full responsibility for loss or damage to rented equipment.