

Carts**By**Dean

Romberger & Assoc. Auction Service Inc.

CUSTOM BUILT CARTS/USED GOLF CARTS

69 Hill Top Road
Halifax, PA 17032
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RENTAL AGREEMENT

THIS AGREEMENT, made this _____, day of _____, 20____, by and between:

Romberger & Associates Auction Service, Inc., dba “Carts**By**Dean”, 69 Hill Top Road, Halifax, Dauphin County, Pennsylvania 17032, hereinafter referred to as Lessor;

AND

Name: _____

Street Address: _____

City/County/State/Zip Code: _____,

Phone Number _____

Referred to as Lessee.

WHEREAS, Lessee desires to lease the following described rental units from Lessor:

Serial Number _____

Serial Number _____

Serial Number _____

Serial Number _____

Serial Number _____

Start of cart rental _____

Return date of Cart rental _____

1. Weekend rental _____
2. Weak rental _____
3. 3 day Weekend rental _____
4. Monthly rental _____
5. Camping season rental _____
6. \$200.00 Security deposit _____

7. The security deposit of \$200.00 shall be returned to Lessee upon inspection of the units , unless said units are lost or damaged.

8. Cart rentals are to be used in the campground only, there will be no carts in the trails or mud
If rental carts are in the mud or trails out of the camp ground, they will forfeit there rental with no refund _____

The parties further agree that title to said units shall at all times be and remain the sole exclusive property of the Lessor, and said units shall may not be removed from the delivery location unless special provision has been listed under the limited purpose above written. Additionally, Lessee is solely responsible for the safe operation of said units for their limited use.

Lessee shall be responsible for all loss or damage to said units as the result of accident, negligence or improper use of said units by Lessee's guests, family, friends, customers, agents, employees and others. Lessee agrees that said units shall be used only for transportation purposes and light maintenance and **shall not be used** for heavy maintenance, off-roading, 4-wheeling, or any purposes not in keeping with this Agreement or the herein described limited purpose for which the units were leased.

At Lessor's sole discretion, Lessor may deliver one (1) additional unit (if available), at no additional charge, to be used only as a spare to cover any breakdowns. This unit, if delivered, will be invoiced if used as other than a substitute. Lessor agrees to provide all parts and labor needed because

of normal wear and tear to keep units in good state of repair during the leased period. Damage from abuse, misuse, vandalism, or excessive cosmetic repairs (i.e. torn or ripped seat assemblies, dented body parts, etc.) are excluded and will be invoiced to Lessee at Lessor's current prevailing rates.

Lessee hereby agrees to perform or cause to be performed the following services to the units.

- i. **Lessee is solely responsible for instructing their guests, family, friends, customers, agents, employees and any other person that will be using said units, in how the units shall be safely operated. Lessee agrees that only individuals with a current driver's license will be allowed to operate the units. Lessee agrees not to modify the units or disconnect any safety features or alarms on said units.**
- ii. Lessee assumes responsibility for the safe storage and housing of the units during the lease period.
- iii. The Lessee agrees to perform if needed during the rental period, such duties as
- iv. charging/gassing, maintaining the batteries and tire pressure, changing spark plugs, adding oil, changing flat tires (additional tires and spark plugs will be sent with units), and any minor repairs and housekeeping needed to keep the units function and clean.
- v. Gasoline units are delivered with a full tank of fuel. Lessee shall furnish any additional gasoline used in said units. Electric units are delivered fully charged with battery chargers for additional charging if needed.
- vi. Lessee is responsible for notifying Lessor if any unit fails to operate.
- vii. If Lessee is terminated from the campground or suspended there will not be any refund of the balance of the golf cart rental balance will be forfeited.

The parties acknowledge that on certain dates Lessor has demand for the units which may be greater than the available number of units. The following cancellation policy has been elected and agreed to by the parties:

Lessor reserves the right to charge for the following if applicable:

- a. If keys are lost for the units, a charge of \$10.00 per missing key will be made to the Lessee.
- b. Lessee agrees that there will not be any tape, signs, or stickers used on said units. If tape, stickers, or signs are placed on units while the units are in the care and custody of the Lessee, there

will be a labor and paint charge to the Lessee of \$ 15.00 to remove any tape, stickers or signs placed on units. This charge will be per sticker or sign.

Lessee shall be responsible for any loss or damage to said units as a result of theft, vandalism, fire or any other type of unauthorized use while said units are in the possession and control of Lessee. Lessee shall provide public liability insurance to the extent of **Three Hundred Thousand (\$300,000.00) Dollars** in the event of injury or death of one person in any one accident and **Three Hundred Thousand (\$300,000.00) Dollars** in the event of injury or death to two or more persons in any one accident, and property damage insurance to the extent of **One Hundred Thousand (\$100,000.00) Dollars**; said insurance is to be procured from a recognized liability insurance company and **a certified copy of the same shall be furnished to Lessor. This certificate shall name Romberger & Assoc. Auction Service Inc., dba CARTS BY DEAN, as "Additional Insured", "Loss Payee" and the "Certificate Holder". This Certificate must also state that the coverage is for units and the location where units are being used.**

In the event of an accident involving property covered under this Agreement, the Lessee agrees to promptly obtain a statement of facts and circumstances involving said accident, and forward the same to Lessor complete with names and addresses of any and all persons involved and witnesses to said accident. It is agreed that if Lessee is unable to obtain said information that Lessor shall also be unable to obtain said information. This insurance shall be primary insurance and any other insurance covering the Lessor shall be secondary and excess of the policy.

Lessor is responsible for said units during the transporting and unloading of said units to the Lessee's premises. Said units are in the possession and control of the Lessor making said units the responsibility of the Lessor. When said units are unloaded and in the possession and control of the Lessee, then the said units become the responsibility of the Lessee. When loading begins onto the Lessor's truck for removal of said units from the Lessee's premises, the possession and control of said units reverts back to the Lessor and said units become the responsibility of the Lessor.

Lessee shall defend, indemnify and hold harmless Lessor and the officers and employees and others of Lessor, from any and all liabilities, damages, claims, actions, loss, theft, destruction of any unit, costs and expenses of every kind and nature whether or not covered by insurance, including legal fees and disbursements arising out of and in connection with the use, condition and operation of said units during the lease term.

The Lessee, by the authority of this contract agrees to collect and pay all amusements, sales or other taxes payable under the laws governing the Lessee's particular location and hereby waives

any responsibility of Lessor to do such.

This Agreement shall remain in full force and effect unless and until terminated under and pursuant to the terms of this Agreement. Lessor shall have the right to withdraw units for default, non-payment, insolvency, or bankruptcy, whereupon the Lessor can enter the premises of the Lessee to take possession. The Lessee shall not be relieved of liability of past due payments in the event of such circumstances.

The parties agree that the within Agreement shall be binding upon and inure to the benefit of its successor and assigns. In the event Lessee shall sell or assign its business to a successor or individual, partnership, corporation or any other group, this Agreement shall be binding upon said successor in the manner as upon Lessee as though entered into by said successor.

This Agreement shall be constructed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereof have set their hands and seal the day and year first above written.

Service Inc.

LESSOR: Romberger & Assoc. Auction
dba CARTS**BY**DEAN

By: _____

(Print Name/Title)

LESSEE(S):

Witness

Witness