

# Golf Cart Rental Agreement

This Rental Agreement ("Agreement") is made and entered into as of 08/08/2023, by and between EQUIPMENT-SUPPLIER, hereinafter referred to as "EQUIPMENT-SUPPLIER," and the RENTER, as identified below, hereinafter referred to as "RENTER."

## DEFINITIONS:

1. **RENTER:** Refers to the person or entity renting the golf carts from EQUIPMENT-SUPPLIER Renting and/or operating the EQUIPMENT. RENTER also refers to the Additional driver if one is added to this agreement.
2. **EQUIPMENT:** Refers to all rental vehicles, including 2-passenger and 4-passenger golf carts.
3. **MONIES-COLLECTION-AGENT or IRCHA:** refers to International Radio Control Helicopter Association Inc. (IRCHA) the entity acting as a payment processor.
4. **EVENT:** refers to the 2023 IRCHA Jamboree taking place at the International Aeromodeling Center in the Academy of Model Aeronautics located at 5161 E. Memorial Dr. Muncie IN 47302
5. **EQUIPMENT-SUPPLIER:** Refers to AAREVA INC.
6. **GOLF-CART-SUPPLYING-COMPANY:** Refers to any company that owns and supplies EQUIPMENT to EQUIPMENT-SUPPLIER for rental to RENTER.

## RENTING AND/OR OPERATING THE EQUIPMENT:

1. **Eligibility:** The RENTER must be at least 21 years of age and have a valid driver's license to rent and operate the EQUIPMENT.
2. **Insurance Requirements:** The RENTER shall provide proof of automobile insurance coverage.
3. **Responsibility:** It is the RENTER's responsibility to prevent any person not signing or agreeing to this agreement from driving the EQUIPMENT. If RENTER needs to add a driver, the additional driver needs to sign a paper copy of this agreement and provide the same documentation and insurance proof as required by the original RENTER. All responsibilities under this agreement apply to the additional driver.
4. **Liability for Loss, Theft, or Damage:** In the event of loss, theft, or damage to the EQUIPMENT, the RENTER agrees to pay the full replacement or repair cost at retail value. The RENTER assumes all risks of loss, theft, destruction, or damage, and such loss shall not release the RENTER from their obligations under this Agreement.
5. **Prohibited Usage:** Operating the EQUIPMENT under the influence of drugs, alcohol, or any mind-altering substances is strictly prohibited. In the case of EQUIPMENT-SUPPLIER or any of its designated suspects RENTER to be under the influence of drugs, alcohol, or any mind-altering substances RENTER agrees to be subject to a sobriety test including but not limited to a breathalyzer or any test that those agents determine in their sole judgment to be needed. Failure to comply will immediately and irreversibly forfeit possession and use of the EQUIPMENT without refund of the pre-paid rental or the security deposit.

6. **Reckless Driving:** Any reckless or unsafe driving will result in immediate forfeit possession and use of the EQUIPMENT without refund of the pre-paid rental or the security deposit.
7. **Usage Restrictions:** The EQUIPMENT is not to be driven off the rental property or operated on public roads.
8. **Decals and Stickers:** The RENTER shall use only "Easy peel" vinyl tape/decals and ensure removal of all stickers, decals, or sticky residue from the EQUIPMENT before return. Failure to do so will result in a \$100.00 cleaning charge per item.
9. **Safe Driving:** EQUIPMENT must be driven in a safe, slow, and careful manner, yielding to pedestrians at all times without exceptions.
10. **Fuel Return:** RENTER agrees that the rental does not include fuel. RENTER must return the EQUIPMENT with a full tank of fuel to the pick-up location, or the designated area agreed upon between EQUIPMENT-SUPPLIER and the RENTER. EQUIPMENT uses regular unleaded gas, and the RENTER must ensure it does not run out of gas. Failure to do so, resulting in a necessary retrieval by EQUIPMENT-SUPPLIER or its agents, will incur a \$250.00 tow fee per golf cart/EQUIPMENT.
11. **Speed Tampering:** Tampering with or adjusting the EQUIPMENT to increase speed will result in a \$500.00 fee per cart.
12. **Key Responsibility:** The RENTER must not leave the keys in the EQUIPMENT when unattended.
13. **Passenger Limits:** The EQUIPMENT shall not exceed the designated passenger capacity and weight limit. No more than two (2) passengers per seat row are allowed. All passengers must be seated during EQUIPMENT operation.
14. **Hours of access to the Equipment:** The RENTER agrees to bring the EQUIPMENT into the pickup location for overnight storage no later than 9:00 PM each night and pick up the EQUIPMENT from not earlier than 7:00 am. Failure to do so will immediately and irreversibly forfeit possession and use of the EQUIPMENT without refund of the pre-paid rental or the security deposit.
15. **Lost Keys:** An additional charge of \$10.00 per key will be incurred for any keys not returned with the EQUIPMENT and will be deducted from the security deposit.
16. **Fuel Requirement:** EQUIPMENT uses regular unleaded gas, and the RENTER must ensure it does not run out of gas.
17. **Sub-Leasing:** Sub-leasing the EQUIPMENT to any individuals is not permitted under any circumstance.
18. **Equipment Breakdown/Failure:** In the event of an EQUIPMENT breakdown or failure, the RENTER must notify EQUIPMENT-SUPPLIER and its authorized representatives or agents immediately. If both the failure is determined not to be due to misuse of the vehicle and if there is EQUIPMENT available as a replacement, EQUIPMENT-SUPPLIER will replace the vehicle by another one. If there is no additional EQUIPMENT available EQUIPMENT-SUPPLIER will ask the MONIES-COLLECTION-AGENT to refund the amount of time not used based on the unused

portion of the total of 15 hours of use per day as specified on the **Hours of access to the Equipment** clause of this agreement.

19. **Cancellation/Termination:** EQUIPMENT-SUPPLIER may also terminate the rental at any time without notice if any terms of this contract are not complied with and RENTER agrees to forfeit possession and use of the EQUIPMENT without refund of the pre-paid rental or the security deposit.
20. **Indemnification:** The RENTER agrees to release, hold harmless, indemnify, and defend EQUIPMENT-SUPPLIER and MONIES-COLLECTION-AGENT, its respective members, officers, employees, and subcontractors from any responsibility, liability, or damages, including reasonable attorney fees, arising from the use of the golf cars. The RENTER's indemnification obligations shall survive termination of this Agreement.
21. **Ownership:** The EQUIPMENT remains the property of GOLF-CART-SUPPLYING-COMPANY at all times. No additions, deletions, improvements, or modifications to the EQUIPMENT shall be made by the RENTER.
22. **Payment Terms:** Rental cost, deposit and taxes are due the moment the contract is agreed to via signature or checking the checkmark box agreeing to it during the purchase on MONIES-COLLECTION-AGENT's web page.
23. **Refundable Security Deposit:** The RENTER agrees to provide a refundable security deposit, which will be refunded no later than 5 business days after GOLF-CART-SUPPLYING-COMPANY inspects the returned EQUIPMENT for damages, RENTER's mechanical or any other kind of modifications, as well as any damage described in this product page and agreement.
24. **Identification Verification:** The RENTER agrees to provide identification upon request by any person authorized by EQUIPMENT-SUPPLIER as well as any MONIES-COLLECTION-AGENT personnel to verify compliance with the contract. Failure to comply with providing identification will result in immediate forfeiture of the possession and use of the EQUIPMENT without refund of the pre-paid rental or the security deposit.
25. **Rental Period:** The rental period starts on Wednesday, August 9<sup>th</sup> at 7:00 am, and ends on Sunday, August 13<sup>th</sup> at 6:00 pm, 2023. Notwithstanding this period, this contract applies from the moment the person takes possession of the EQUIPMENT, even outside the rental period.
26. **PayPal Refund Policy:** The RENTER acknowledges that the rental service provided by EQUIPMENT-SUPPLIER involves non-returnable and non-refundable services. As such, the RENTER waives the right to request a refund from PayPal or any other payment processor used for payment by MONIES-COLLECTION-AGENT or EQUIPMENT-SUPPLIER, once the rental service has been rendered by EQUIPMENT-SUPPLIER. If the RENTER 's rented EQUIPMENT is taken from him/her due to failure to comply with this agreement, the payment including the rental fee as well as the security deposit will not be refundable and as such, RENTER agrees that RENTER has no right to request a refund from PayPal or any other payment processor used for payment by MONIES-COLLECTION-AGENT or EQUIPMENT-SUPPLIER. RENTER agrees that showing this agreement will suffice as proof of RENTER waiving the right to receive a refund from PayPal or any payment processor used for the payment of the rental costs and security deposit.

27. **COVID Cancellation:** RENTER acknowledges and agrees that the operation and use of the golf carts involves the risk of exposure to COVID-19 or other infectious diseases. The RENTER voluntarily assumes all such risks and agrees that EQUIPMENT-SUPPLIER and MONIES-COLLECTION-AGENT shall not be held liable for any illness or injury arising from such exposure.
28. **Collection of Payment:** MONIES-COLLECTION-AGENT acts solely as a payment processor for this agreement. Such monies will be forwarded to EQUIPMENT-SUPPLIER.
29. **Consent to collection efforts:** RENTER agrees to let EQUIPMENT-SUPPLIER file lawsuits for collection of any unpaid fees, or any debt generated by this agreement into a court chosen by EQUIPMENT-SUPPLIER as well as authorize EQUIPMENT-SUPPLIER to send this debt to a debt collecting agency.
30. **Duty to cooperate and inform of misbehavior:** RENTER acknowledges that bad behavior from previous EVENT participants prevented IRCHA from finding a Golf Cart supplier for two consecutive years. RENTER agrees that RENTER's cooperation is necessary for IRCHA to keep the ability to provide a supplier of Golf Carts to the event. RENTER acknowledges he/her has a duty to cooperate in this effort and inform EQUIPMENT-SUPPLIER and/or its agents, IRCHA and/or its agents of bad behavior that would jeopardize IRCHA's ability to find a Golf Carts supplier for future Jamboree Events.
31. **Disclaimers:** Except as expressly provided in this agreement, EQUIPMENT-SUPPLIER makes no representations or warranties of any kind with respect to the EQUIPMENT and disclaims all warranties including any implied warranties of merchantability, fitness for particular purpose, accuracy, non-infringement, and noninterference. The EQUIPMENT is provided "as is" and on an "as available" basis.
32. **Laws, Rules and Regulations:** RENTER agrees to be bound by all, and shall ensure both RENTER and RENTER's passengers don't violate any, applicable local, state, federal, rules and regulations (e.g., fire, utility codes, the Americans with Disabilities Act, etc.) as well as any regulations required by MONIES-COLLECTION-AGENT or the Academy of Model Aeronautics (AMA) where the event will take place.
33. **Entire Agreement:** This Rental Agreement is the entire agreement between the parties, superseding all prior agreements, negotiations, and discussions. The language used in the Golf Cart Rental Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of the Golf Cart Rental Agreement
34. **Acknowledgment of receipt of advice to consult an attorney:** RENTERS are required to read and fully abide by all items listed within this document and acknowledge to having received the advice of having an attorney at law review this agreement to understand its obligations before executing it.
35. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to its conflict of laws principles.

36. **Rental costs:** The cost of the rental of the EQUIPMENT as specified in this contract is US \$348.50 plus US \$24.40 to cover the 7% Indiana sales tax for a total of US \$372.90. In addition to that RENTER needs to provide a US \$100 security deposit as specified in clause 23.

By checking the checkbox on the MONIES-COLLECTION-AGENT's purchase web page, RENTER declares that RENTER has read and accepted the terms of this Rental Agreement.

Evidence of the transaction showing purchase of the rental is sufficient proof that the RENTER read and accepted the terms of this Rental Agreement.