



GOLF CART RENTAL AGREEMENT

In consideration for the rental of the golf cart specified below (the "Golf Cart") from Fisher Island Club, Inc. (the "Club"), I _____ (the "Lessee" or "I") agree to the following terms and 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:

1. Lessee acknowledges receipt of the Golf Cart identified below, examined by Lessee and determined to be in good order and repair unless otherwise expressly provided below. Lessee agrees to pay the Club the daily fee for the Golf Cart at the rate provided below during the rental term, including, any extensions thereof. Daily rates will apply if Lessee keeps the Golf Cart after the scheduled return date.
2. Lessee acknowledges that Lessee has been offered instructions on proper use of the Golf Cart and Lessee has accepted or declined such offered instructions. Lessee represents and warrants that Lessee is familiar with the proper use and the operation of the Golf Cart.
3. Lessee agrees to return the Golf Cart no later than the date and time specified below. Lessee agrees to notify the Club representative specified below if an extension of the return date or return time is desired. Notwithstanding the foregoing, Lessee agrees that the privilege of using the Golf Cart can be revoked without notice if the Club, in its sole discretion, determines that the terms of this Agreement have been violated.
4. Lessee agrees to return the Golf Cart in the same condition as when received, less any ordinary wear and tear. The Golf Cart must be returned to _____ no later than _____ p.m. on _____. Failure to return the Golf Cart upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the Golf Cart) are evidence of abandonment or refusal to redeliver the property.
5. Lessee understands and agrees that Lessee is fully responsible for the Golf Cart (and any accessories or equipment), and any loss or damages to the Golf Cart, during the rental period (including any extensions therefore). Lessee hereby authorizes the Club to charge to Lessee's credit card (listed below) or to its Club membership account, any and all expenses attendant to any breakage or damage, other than ordinary wear and tear, to the Golf Cart, including, without limitation, any replacement or repair cost at retail value in the event the Golf Cart is lost, stolen or damaged.
6. Lessee acknowledges that this Agreement and the Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as is permitted under Florida law, and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. This Agreement binds the heirs, administrators, executors, personal representatives, beneficiaries and successors of Lessee.
8. Lessee agrees that a golf cart is subject to the same laws and regulations pertaining to motor vehicles and therefore agrees to operate the Golf Cart in accordance with the laws of the State of Florida and the local laws of Miami-Dade County, including, without limitation, to the requirement that persons using or operating the Golf Cart must not be under the influence of alcohol and/or drugs. Moreover, Lessee acknowledges that no alcohol is to be consumed, and no texting is allowed, by any driver or passenger during the operation or use of the Golf Cart.
9. Lessee acknowledges and agrees that there shall be no more than four (4) people (including children) in the Golf Cart at any one time.
10. Lessee acknowledges and agrees that only persons who are eighteen (18) years or older and who possess a valid driver's license shall be permitted to drive the Golf Cart. Moreover, Lessee acknowledges and agrees that the operation of golf carts on Fisher Island must, at all times, be in compliance with the rules, regulations and/or policies established by Fisher Island Community Association, Inc. from time to time. All persons

operating any motorized vehicle, including a golf cart, must obey all posted speed limits and traffic and parking control signs and must generally operate such in a safe and courteous manner, including, without limitation, use of hand signals when turning or stopping. Please take the key out of the Golf Cart when not in use.

11. Lessee acknowledges and agrees that no golf carts are allowed in the residential area of the island or on grassed areas (except when used for playing golf), or on the tennis or pickleball courts.
12. In no event shall Lessee remove the Golf Cart from Fisher Island.
13. Lessee acknowledges and agrees that the front of the Seaside Village buildings (buildings 191 and 192) are fire lanes. There are also other fire lanes located throughout Fisher Island. No car or golf cart parking is permitted in these areas.
14. Lessee agrees to abide by all other Club Rules or regulations governing the use of a golf cart.
15. Lessee agrees that this Golf Cart Rental Agreement cannot be assigned or subleased to any third party without the written prior consent of the Club.

By Lessee's signature below, Lessee hereby certifies that Lessee understands and agrees to the terms and conditions set forth under this Agreement. Lessee acknowledges that Lessee has signed this Agreement voluntarily and freely and that Lessee's signature creates a contractual obligation that binds Lessee, its heirs, permitted assigns, administrators, executors, personal representatives, beneficiaries and successors of Lessee.

Member/Guest name: _____ Signature: _____

Member #: _____ Credit Card #: _____ Exp: _____ Sec Code: _____

Contact #: _____ Cart # Assigned: _____ Unit # / Slip #: _____

Driver's License #: _____ State: _____

Daily Fee: \$ _____ Rental Date: ____/____/____ Return Date: ____/____/____

Rental Date: ____/____/____ Rental Time: _____ a.m./p.m.

Return Date: ____/____/____ Return Time: _____ a.m./p.m.

WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT
“Golf Cart Waiver”

I, _____ (“Lessee”), agree that in consideration of being permitted to use Fisher Island Club, Inc.’s (the “Club”) golf cart (“Golf Cart”), I hereby release, waive, discharge and covenant not to sue the Club, its directors, officers, employees and agents from liability from any and all claims, including the negligence of the Club, resulting in personal injury, accidents or illnesses, including death, and property loss arising from use of the Golf Cart. I acknowledge that I am signing the Agreement freely and voluntarily and intend by my signature to completely and unconditionally release the Club, its directors, officers, employees and agents from all liability to the greatest extent allowed by law.

Assumption of Risks: Use and control of a golf cart, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, from one location to another, from one individual to another, but the risks of driving, riding or using a golf cart range from minor injuries to major and catastrophic injuries, including, without limitation, paralysis and death. I understand and agree that it is my responsibility to assess the hazards presented by my use of said Golf Cart and further agree that I am the ultimate judge as to whether I can use the Golf Cart without risk of harm to myself and others. I hereby assert that my use of said Golf Cart is voluntary and that I knowingly assume all such risks incident to using said Golf Cart.

Indemnification and Hold Harmless: I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Club, FI Parcels, LLC, their officers, directors, employees and agents, from and against any and all liabilities, damages, lawsuits, and claims of any nature whatsoever, including attorneys’ fees and costs, arising from injuries to persons (including death) and/or property damage and/or loss, from whatever cause arising during the rental term or during my use of the Golf Cart, including, without limitation, those arising out of or relating to or in any way connected with Lessee’s (or Lessee’s guests, permitted assigns, invitees or any other persons using or operating the Golf Cart), use or operation of the Golf Cart and any and all claims brought by a third party, regardless of the negligence or other unintentional conduct of the Club or its directors, officers, employees and agents.

Governing law and severability: This Waiver of Liability, Assumption of Risk, and Indemnity Agreement shall be governed by and interpreted under the laws of Florida without regard to any conflict-of-laws principles. The undersigned further expressly agrees that the foregoing waiver and assumption of risk is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Lessee: I understand and agree that only persons eighteen (18) years of age or older that sign this Agreement and hold a valid state Driver’s License shall be allowed to operate the Golf Cart. Furthermore, I acknowledge and understand that I will obey all posted speed limits and traffic and parking control signs and must generally operate the Golf Cart in a safe and courteous manner, including, without limitation, use of hand signals when turning or stopping.

Acknowledgment of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, I fully understand its terms, and I understand that I am giving up substantial rights, including my right to sue the Club, its officers, directors, employees and agents. I also understand that this Agreement binds my heirs, executors, personal representatives, attorneys-of-law, attorneys-in-fact, administrators and assigns, as well as myself.

FURTHERMORE, I REPRESENT THAT I AM FAMILIAR WITH THE OPERATION AND USE OF SUCH GOLF CART, THAT I HAVE READ THIS DOCUMENT IN ITS ENTIRETY, AND THAT I AM CAPABLE OF OPERATING THE GOLF CART SAFELY AND IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT AND ALL RULES AND INSTRUCTIONS THAT MAY BE PUBLISHED BY FISHER ISLAND COMMUNITY ASSOCIATION, INC. OR BY THE CLUB FROM TIME TO TIME.

SIGNATURE OF LESSEE

DATE: