

**BLUE MERMAID: 45 Payne Street, Miramar Beach, Florida**  
**THE PEARL: 55 Wadleigh Way, Miramar Beach, Florida**  
**Rental Agreement for the use of the Electric Vehicle (LSV) Golf Cart**

1. The primary renter and authorized additional renters are responsible for maintaining the proper percentage of charge so the vehicle can be returned to BLUE MERMAID/THE PEARL.

2. **The primary renter and authorized additional renters agree to confirm that all passengers are seated and safely belted in before the vehicle is put into motion. NO STANDING IN THE CART WHEN IN MOTION OR WHEN PARKED.** The primary renter and authorized additional renters further agree and acknowledge that they shall wear seat belts at all times while operating the vehicle, and ensure that all passengers also wear seat belts while the vehicle is being operated. Any failure to do so shall absolve Martin Ptasinski and Donna Ptasinski from any and all liability of any kind arising from the failure to wear seat belts as required herein, including but not limited to any personal injury, property damage, or other claims arising from any failure to wear seat belts while in the vehicle.

3. The primary renter and any authorized additional renters agree that no pets shall be permitted in the electric vehicle.

4. **The electric vehicle must not be driven over curbs, off road, on beaches, bike paths or sidewalks. The primary renter and authorized additional renters understand and agree that the electric vehicle must be operated adhering to all normal rules of the road!** The area designated for allowed use of the golf cart is on road with a posted speed limit of 35 miles or less between Scenic Highway 98 (southern border), Emerald Coast Parkway (northern border), Henderson Beach Resort (western border), and the intersection of Scenic Highway 98 and Emerald Coast Parkway (eastern border). Traveling outside this specified border is illegal, extremely dangerous, and prohibited by this Agreement. **Operation and transport of the rented electric vehicle outside of the designated boundary area is strictly prohibited, and will be considered theft under all definitions of the law and subject to penalty. A penalty fee not to exceed \$1000.00 will be assessed to the renter's credit card on file for such violation**

5. The primary renter and authorized additional renters agree to give the right of way to faster moving traffic when this can be done safely. **DRIVE WITHIN THE "CART PATH" WHEN EVER ONE IS AVAILABLE.**

6. The primary renter and authorized additional renters are responsible for maintaining proper weight distribution of their passengers in the cart.

AGREED: \_\_\_\_\_

7. The primary renter and authorized additional renters agree and acknowledge **that children age 6 and younger are NOT permitted in the vehicle.** The primary renter and authorized additional renters further agree and acknowledge that any children required to be in a car seat of any type shall not be permitted to be in the vehicle at any time.

8. The primary renter and authorized additional renters agree and acknowledge that they shall be responsible for any and all damages or loss, including but not limited to, any and all claims for property damage, bodily injury, or death caused or arising from the use or operation of the vehicle.

9. The primary renter and authorized additional renters are prohibited from wearing any kind of headset for an iPod, cellular phone, CD player or any other electronic device while driving the vehicle.

10. The primary renter and authorized additional renters accept the responsibility for any charges to their credit card for the recovery of a vehicle that is not able to be returned to the renting location because of the following: (Note – Electric Vehicle Recovery Fee is \$150.)

- a) Low Charge
- b) Vehicle was impounded
- c) Any vehicle that required repossession by the owners of the Blue Mermaid/The Pearl due to violations and/or breach of rental contract.

11. The primary renter and authorized additional renters assume responsibility for any unpaid parking tickets associated with the vehicle in addition to any surcharges, penalties, and/or late fees or other charges that may apply.

12. Failure to return rented electric vehicle or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are prima facie evidence of intent to defraud, punishable in accordance with § 812.155 Florida Statutes.

13. The primary renter and authorized additional renters agree that they shall be responsible for ensuring that any additional operators of the vehicle abide by the terms and conditions of the rental agreement and this addendum, and shall bear responsibility for such operator's violation of any of the terms in the rental agreement and/or this addendum. **Primary renter and authorized additional renters further agree to indemnify and hold harmless Martin and Donna Ptasinski from any and all actions arising out of any additional operators of the vehicle that are not primary or authorized additional renters.**

14. The primary renter and authorized additional renters agree that the vehicle is considered a motor vehicle as defined by the 2016 Florida Statutes, Title 13, Chapter

AGREED: \_\_\_\_\_

320.01 #41, and as such, the operator of the vehicle is required to have in effect during the period of the Rental Agreement the minimum liability insurance coverage limits required for motor vehicles in the State of Florida. **Prior** to signing this Agreement, Renter is solely responsible for ensuring personal property damage and liability coverage for the rental of a "Low Speed Vehicle" (aka LSV) on their auto insurance policy.

Valid and collectible liability insurance and personal injury protection insurance of an authorized rental or leased driver is primary for the limits of liability and personal injury protection required by sections 324.021(7) and 627.736, Florida Statutes. You are hereby notified that by accepting this booking you are hereby agreeing to these terms and you agree that your own liability, personal protection and comp/collision will provide primary insurance coverage up to its full policy limits.

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF  
RISK AND COVENANT NOT TO SUE**

In consideration of the use of a golf cart at 45 Payne St., Miramar Beach, FL of Donna and Martin Ptasinski, the undersigned, being at least 21 years of age, for himself/herself and personal representatives, heirs, and next of kin does hereby:

1. Release, waive and forever discharge Donna and Martin Ptasinski, (referred to individually and collectively as "Releasees") from any and all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for all losses or damages and all related claims, on account of injury to the person or property, or resulting in the death of the undersigned which arise from or relate in any way to the undersigned's use of the golf cart, whether caused by the negligence of the Releasees or otherwise.
2. Covenant and agree that the undersigned shall not commence or maintain any suit thereon against Releasees and agrees to indemnify, save and hold harmless Releasees from and against any and all loss, liability, damage or cost incurred which arise or relate in any way to the undersigned's use of the golf cart, whether caused by the negligence of Releasees or otherwise. Agree to indemnify Releasees from any and all liability arising from the use of the golf cart.
3. Assume full responsibility for any risk of bodily injury, including death, or property damage arising out of or related in any way to the undersigned's use of the golf cart, whether caused by the negligence of Releasees or otherwise. Agree to defend Releasees against lawsuit arising as a result of the use of the golf cart.
4. Acknowledge that the use of the golf cart involves risk of serious bodily injury, including death, and property damage. In the event of accident, the undersigned expressly acknowledges that his/her injuries may be compounded or increased by negligent rescue

AGREED: \_\_\_\_\_

operations or procedures of Releasees, and does hereby knowingly and expressly forever release and discharge Releasees from all claims arising therefrom.

5. Agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts and omissions, including negligence, of the Releasees, including but not limited to, negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the State of Florida. The undersigned further agrees that if any portion hereof is held invalid, it is agreed that the remaining terms shall, notwithstanding, continue in full legal force and effect.

I have read this complete release and waiver of liability, assumption of risk and indemnity agreement, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY ELECTRONICALLY AGREEING TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I further intend my electronic agreement to constitute a complete and unconditional release of all liability to the greatest extent allowed by law.

#### GOLF CART GUIDELINES

Do not drink alcohol and drive. Do not use drugs and drive.

Obey all traffic laws of the road.

Seatbelts must be worn at all times.

Store the cart in a safe area and always take the key with you.

No off-road or reckless driving and avoid unpaid or gravel roads.

Do not drive on sidewalks.

Park the cart in a proper parking spot.

Do not store items on top of the cart.

No drivers below 21 and please do not drive on roads with a posted speed limit above 35 mph.

Always return the cart fully charged.

Always inspect the cart for any previous damage. All damages must be reported before use of the cart to avoid damage charges to your credit card.

**By electronically agreeing this Rental Agreement, the primary renter and additional renters are attesting that they have read this entire Agreement in full, understand it and agree to the terms of this Agreement and all its terms.**

AGREED: \_\_\_\_\_