

SANDBRIDGE CARTS

Golf Cart Rental Agreement, Liability Waiver & Assumption of Risk
Sandbridge, Virginia

This Golf Cart Rental Agreement, Liability Waiver, and Assumption of Risk ("Agreement") is entered into between **Sandbridge Beach Club LLC, doing business as Sandbridge Carts** ("Company") and the individual completing the reservation ("Renter"). By completing an online reservation, accepting delivery of, operating, or riding in a golf cart provided by Sandbridge Beach Club LLC d/b/a Sandbridge Carts, Renter acknowledges and agrees to be bound by all terms, conditions, and provisions set forth herein. Reservations are accepted exclusively through the Sandbridge Carts online booking platform. No cart shall be delivered without a completed online booking and a signed Agreement on file.

1. RENTER RESPONSIBILITY & DRIVER ELIGIBILITY

The individual completing the reservation ("Renter") must be at least **21 years of age** and possess a valid U.S. driver's license, which must be provided to Sandbridge Beach Club LLC d/b/a Sandbridge Carts prior to delivery. The Renter shall be the primary responsible party for the golf cart during the entire rental period and assumes full responsibility for the operation, control, possession, and safekeeping of the golf cart.

Only the Renter and Authorized Drivers may operate the golf cart. Authorized Drivers must:

- Be at least **21 years of age**
- Possess a valid U.S. driver's license
- Have agreed to the terms of this Agreement prior to operating the cart

The Renter must add any Authorized Driver at the time of booking. Sandbridge Carts reserves the right to refuse or revoke authorization for any driver who does not meet these requirements. The Renter is responsible for ensuring that all drivers and passengers comply with the terms of this Agreement and all applicable laws and safety rules. Because the golf cart is delivered and retrieved without an in-person handoff, the Renter's digital acceptance of this Agreement prior to delivery constitutes full acknowledgment of receipt, condition, and responsibility.

2. OPERATION, SEATBELTS & PASSENGER SAFETY

The following requirements apply at all times:

- Seatbelts must be worn by all occupants.
- Passenger capacity shall not exceed manufacturer limitations.
- Children must be properly seated and secured at all times.
- Golf carts may only be operated in areas where legally permitted.
- No use of mobile phones or texting while operating the golf cart.
- No towing of any person, object, or vehicle behind the golf cart.

3. PROHIBITED USE

- Operating the golf cart under the influence of alcohol or drugs.
- Reckless, unsafe, careless, or aggressive driving.
- Driving on beaches, dunes, sidewalks, bike paths, boardwalks, or any restricted areas.
- Allowing unauthorized drivers to operate the golf cart.
- Operating in violation of any applicable local, state, or municipal laws or ordinances.
- Using the golf cart for any commercial purpose or for hire.

4. COMPLIANCE WITH VIRGINIA & LOCAL GOLF CART LAWS

Renter acknowledges that golf cart operation is regulated by the laws of the Commonwealth of Virginia and by local municipal ordinances, including applicable ordinances of the City of Virginia Beach. Renter agrees to operate the golf cart only in compliance with all applicable laws, including:

- Applicable provisions of the Code of Virginia governing golf carts and low-speed vehicles.
- Applicable ordinances of the City of Virginia Beach.
- Posted roadway restrictions and traffic control devices.
- Applicable speed restrictions.
- Any restrictions on nighttime operation.
- Any equipment requirements such as slow-moving vehicle emblems or lights.

Violation of any law or ordinance constitutes a material breach of this Agreement and may result in immediate termination of the rental, repossession of the golf cart, and liability for any resulting fines, penalties, or recovery costs. Renter agrees to be solely responsible for any citations, fines, or penalties resulting from operation of the golf cart.

5. ASSUMPTION OF RISK & SAFETY ACKNOWLEDGMENT

Renter understands and acknowledges that operating or riding in a golf cart involves inherent risks, including:

- Collisions with other vehicles, pedestrians, or objects.
- Uneven pavement, sand, potholes, or roadway defects.
- Tipping or rollover risks; passenger ejection.
- Limited crash protection compared to passenger vehicles.
- Weather conditions or reduced visibility.
- Actions of other drivers, cyclists, or pedestrians.
- Mechanical failure, road defects, or night visibility limitations.

Golf carts are open vehicles and do not provide the same safety protections as automobiles. Serious injury or death may occur. By renting, operating, or riding in the golf cart, Renter knowingly and voluntarily assumes all risks for themselves and all passengers.

6. DRIVER DUTY OF CARE & CONTRIBUTORY NEGLIGENCE ACKNOWLEDGMENT

Renter acknowledges that safe operation of the golf cart depends on the exercise of reasonable care by the driver and all passengers. Renter agrees to operate the golf cart in a safe and prudent manner and to comply with all safety instructions provided by Sandbridge Beach Club LLC d/b/a Sandbridge Carts. Failure to follow safety instructions, traffic laws, or the terms of this Agreement may constitute negligent operation and may bar recovery under Virginia's contributory negligence standard. Renter acknowledges that Sandbridge Beach Club LLC d/b/a Sandbridge Carts relies on the Renter's compliance with these safety obligations.

7. RELEASE REGARDING PROPERTY DAMAGE

To the fullest extent permitted by the laws of the Commonwealth of Virginia, Renter agrees that Sandbridge Carts LLC shall not be responsible for damage to or loss of personal property of the Renter or passengers, items transported in or on the golf cart, or third-party property caused by Renter's operation. Renter assumes full responsibility for such losses.

8. DAMAGE, LOSS & RISK OF LOSS

The Renter assumes full responsibility for the golf cart from the time of delivery until the cart is retrieved by Sandbridge Beach Club LLC d/b/a Sandbridge Carts. Because the cart is delivered and retrieved unattended, Renter's acceptance of this Agreement prior to delivery constitutes acknowledgment of the cart's condition at delivery. Renter shall be

financially responsible for any loss, theft, damage, destruction, or vandalism occurring during the rental period, regardless of fault, except for normal wear and tear. Renter agrees to reimburse Sandbridge Beach Club LLC d/b/a Sandbridge Carts for all costs including:

- Parts and labor.
- Towing or recovery costs.
- Administrative processing fees.
- Loss of rental income while the cart is out of service.
- Diminished value where applicable.
- Full replacement value if the cart is deemed a total loss.

9. INDEMNIFICATION

Renter agrees to indemnify, defend, and hold harmless Sandbridge Beach Club LLC d/b/a Sandbridge Carts, its members, managers, employees, agents, and contractors from and against any and all claims, demands, damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising out of or related to:

- The operation or use of the golf cart.
- The conduct of any driver or passenger.
- Violation of any law or ordinance.
- Breach of this Agreement.
- Bodily injury or property damage claims brought by third parties or passengers.
- Citations, fines, impound fees, towing, or recovery costs related to Renter's use.
- Injuries or damages resulting from unauthorized drivers or passenger misconduct.

Sandbridge Beach Club LLC d/b/a Sandbridge Carts reserves the right to control the defense of such claims and select legal counsel. Renter agrees to cooperate fully and agrees that no settlement binding Sandbridge Beach Club LLC d/b/a Sandbridge Carts shall be made without its prior written consent.

10. PASSENGER RESPONSIBILITY

Renter acknowledges that passengers ride in the golf cart at their own risk. Renter agrees to ensure that all passengers comply with safety rules and occupancy limits, and assumes responsibility for injuries or damages resulting from passenger misconduct or violation of this Agreement.

11. NO RELIANCE ON REPRESENTATIONS

Renter acknowledges that Sandbridge Beach Club LLC d/b/a Sandbridge Carts has not made any representations regarding specific routes or roadways where the golf cart may be operated, the safety of particular streets or locations, or the legal permissibility of any specific route. Renter is solely responsible for determining where operation is permitted and has not relied on any verbal statements or informal guidance in making that determination.

12. INSURANCE

Renter represents that they maintain automobile or liability insurance that may provide coverage for operation of the golf cart. Sandbridge Beach Club LLC d/b/a Sandbridge Carts does not provide liability insurance coverage for Renter's operation unless expressly stated in writing. Renter's insurance, if applicable, shall be primary for any claims arising from Renter's operation.

13. ACCIDENT & INCIDENT REPORTING

In the event of any accident, damage, or incident, Renter agrees to:

- Immediately stop and ensure the safety of all occupants.
- Contact emergency services if necessary.
- Notify Sandbridge Beach Club LLC d/b/a Sandbridge Carts as soon as possible and no later than 2 hours after the incident.
- Provide photographs and witness information when available.
- Make no admissions of fault on behalf of Sandbridge Beach Club LLC d/b/a Sandbridge Carts.
- Cooperate fully with any insurance investigation or claims process.

Failure to report an accident or incident may constitute a material breach of this Agreement.

14. COOPERATION WITH CLAIMS & INVESTIGATIONS

Renter agrees to fully cooperate with Sandbridge Beach Club LLC d/b/a Sandbridge Carts and its insurers in the investigation and defense of any claim or lawsuit, including providing written statements, insurance information, witness identification, and appearing for depositions if reasonably required. Failure to cooperate is a material breach.

15. BATTERY CHARGING REQUIREMENT

The golf cart must be left plugged in and charging at the conclusion of each use and at the end of the rental period. Failure to do so may result in a \$50 battery service fee.

16. OPTIONAL WEATHER ENCLOSURE

Weather enclosure may be added for an additional fee. Renter is responsible for reasonable care of enclosure materials.

17. GPS TRACKING DISCLOSURE

The golf cart may be equipped with GPS tracking technology for theft prevention, fleet management, safety monitoring, and recovery purposes. By entering into this Agreement, Renter consents to such tracking during the rental period.

18. SMOKING & CLEANING POLICY

Smoking or vaping in the golf cart is strictly prohibited. If the golf cart is returned requiring excessive cleaning — including sand accumulation, spilled beverages, trash, or smoke odor — a cleaning fee applies. See Schedule A.

19. REPOSSESSION & TERMINATION

Sandbridge Beach Club LLC d/b/a Sandbridge Carts reserves the right to immediately terminate the rental and repossess the golf cart if the cart is used in violation of this Agreement, operated unsafely or illegally, used by unauthorized drivers, or appears abandoned or improperly secured. Renter agrees that Sandbridge Beach Club LLC d/b/a Sandbridge Carts may enter the property where the golf cart is located for retrieval. Renter shall be responsible for all retrieval costs. No refund shall be issued for any terminated rental.

20. LATE RETURN

If the golf cart is not available for pickup at the scheduled end of the rental period, Sandbridge Carts LLC may charge additional daily rental fees, recovery or service call fees, and lost rental revenue resulting from the delayed return.

21. AUTHORIZED CHARGES

Renter authorizes Sandbridge Beach Club LLC d/b/a Sandbridge Carts to charge the payment method on file for rental fees, damage or repair costs, loss or theft, service fees, towing or recovery charges, late return fees, cleaning fees, and any unpaid fines or penalties related to Renter's use. See Schedule A.

22. MECHANICAL BREAKDOWN

In the event of a mechanical failure or breakdown of the golf cart during the rental period through no fault of the Renter, Sandbridge Carts will prorate the rental fee based on the number of confirmed usable days. Renter must notify Sandbridge Carts promptly upon discovering any mechanical issue. No proration or refund will be issued for issues arising from misuse, unauthorized operation, damage caused by the Renter, failure to charge the battery, or operation in prohibited areas. Sandbridge Carts does not guarantee availability of a replacement cart.

23. THEFT OR LOSS OF CART

If the golf cart is stolen or goes missing during the rental period, Renter must:

- Contact local law enforcement (911 or Virginia Beach Police non-emergency line) and file a police report immediately.
- Notify Sandbridge Carts as soon as possible and provide the police report number.
- Cooperate fully with law enforcement and Sandbridge Carts in the recovery of the cart.
- Provide the GPS unit location if accessible and any information regarding the cart's last known location.

Renter is financially responsible for the full replacement value of the cart if it is stolen or not recovered, unless the theft was the direct result of no fault of the Renter and the Renter has fully complied with all reporting obligations above. Sandbridge Carts' GPS tracking may assist in recovery, but the Company makes no guarantee of recovery. Renter's failure to promptly report a theft constitutes a material breach of this Agreement.

No refunds will be issued due to weather conditions or early departure.

25. FORCE MAJEURE

Sandbridge Beach Club LLC d/b/a Sandbridge Carts shall not be liable for failure or delay in performing obligations resulting from events beyond its reasonable control, including severe weather, natural disasters, governmental orders, mechanical failures outside normal maintenance, or transportation interruptions.

26. JURY TRIAL WAIVER

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

27. ARBITRATION (OPTIONAL)

Any dispute arising from this Agreement may, at the election of Sandbridge Beach Club LLC d/b/a Sandbridge Carts, be resolved through binding arbitration administered by the American Arbitration Association under its consumer arbitration rules in Virginia Beach, Virginia.

28. ELECTRONIC SIGNATURES & ONLINE AGREEMENT

All reservations are made exclusively through Sandbridge Carts' online booking platform. This Agreement is executed electronically at the time of booking. By clicking acceptance and completing the reservation online, Renter agrees that such action constitutes a legally binding signature and full acceptance of this Agreement. Electronic signatures and records shall have the same legal effect as handwritten signatures under the Uniform Electronic Transactions Act as adopted in Virginia. Sandbridge Carts will retain a timestamped record of each Renter's electronic acceptance, which shall serve as conclusive evidence of agreement.

29. GOVERNING LAW & VENUE

This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any dispute shall be brought exclusively in a court of competent jurisdiction in Virginia Beach, Virginia.

30. ATTORNEY'S FEES

In any legal action to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

31. ENTIRE AGREEMENT & MISCELLANEOUS

- **Entire Agreement:** This Agreement supersedes all prior communications regarding the rental.
- **Amendment:** No modification shall be effective unless made in writing by Sandbridge Beach Club LLC d/b/a Sandbridge Carts.
- **Severability:** If any provision is invalid, remaining provisions remain in full force.
- **No Waiver:** Failure to enforce any provision shall not constitute a waiver.
- **No Third-Party Beneficiaries:** This Agreement does not create rights in any third party.
- **Assignment:** Renter may not assign any rights or obligations under this Agreement.

ACKNOWLEDGMENT & SIGNATURE

By signing below, Renter confirms they have read, understood, and voluntarily agreed to all terms of this Agreement and accepts full responsibility for the golf cart during the rental period.

Renter Name (Print): _____

Date: _____

Signature: _____

Driver's License #: _____

Sandbridge Beach Club LLC d/b/a Sandbridge Carts | Sandbridge, Virginia

SCHEDULE A — FEE SCHEDULE

Sandbridge Beach Club LLC d/b/a Sandbridge Carts | Sandbridge, Virginia

The following fees represent reasonable estimates of administrative and operational costs associated with damage or misuse. These charges do not limit Sandbridge Beach Club LLC d/b/a Sandbridge Carts's right to recover additional damages if actual damages exceed the amounts listed. Renter authorizes the payment method on file to be charged for any applicable fees.

Item	Fee
Lost key	\$50
Failure to plug in charger	\$50
Excessive sand or cleaning required	\$50 – \$150
Smoking or vaping odor removal	\$150
Damaged seat upholstery	Actual repair cost
Broken windshield or enclosure	Actual replacement cost
Damaged charger or power cord	\$150
Towing or recovery service	\$150+
Cart relocation or retrieval	\$100
Missing accessories	Replacement cost
Late return (per day)	Daily rental rate
Impound or retrieval fees	Actual cost
Damage beyond normal wear and tear	Actual repair / replacement cost
Total loss	Full replacement value

Sandbridge Beach Club LLC d/b/a Sandbridge Carts | Sandbridge, Virginia