

# Whirlwind LLC d/b/a Rachael's Rentals

75 Water Island, St Thomas USVI

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## Golf Cart Rental Agreement

**PLEASE READ THIS: This Rental Agreement is prepared pursuant to the Virgin Islands Plain Language for Consumer Contracts Act, 12A V.I.C. Sec. 251, et. seq. Certain provisions of this Agreement are included for the protection of the Whirlwind, and may restrict your rights.**

In consideration of this rental of the golf cart described below (the "golf cart") from Whirlwind LLC d/b/a Rachael's Rentals ("Whirlwind"), the undersigned on behalf of himself / herself and as authorized signator for all Passengers, and any additional drivers listed hereon (jointly and severally, "Renter"), agrees to the following conditions:

**Return:** Renter promises to return the golf cart at the end of the Rental Period to the location it was first provided. Renter agrees to inspect the golf cart, and become familiar with its operation, at the commencement of the Rental Period.

**Disclaimer and Release:** Renter agrees to operate the golf cart safely and responsibly and to preserve and protect the golf cart from loss or damage to the cart itself, Renters' persons and/or property, and third persons and their property. Renter agrees that his / her use of the golf cart is at the Renter's sole risk. Renter acknowledges that operation of a golf cart presents unique risks that have been considered, in entering into this Agreement. Accordingly, Renter, any additional drivers executing this Agreement, and any Passenger(s) jointly and severally agree to release, hold harmless, defend and indemnify Whirlwind LLC, Rachael Ackley and their respective agents, employees, insurers and affiliates from and against any liabilities, costs, or damages relating to any death, personal injury or property damages suffered by Renter, any additional driver(s), any Passenger(s) on the golf cart, guests, or third parties, related in any manner to the possession or operation of the golf cart during the term of this Agreement (collectively, "Damages"), regardless of cause, unless solely caused by the gross negligence or intentional act of Whirlwind LLC. Renter understands that this obligation requires Renter to reimburse Whirlwind LLC for Costs or any Damages, including the cost of any applicable insurance deductibles. Renter agrees that Whirlwind may utilize Renter's Security Deposit and / or charge Renter's credit card for such Damages and Costs.

**Operation / Rules:** Renter agrees to strictly observe all of the Rules listed on page 2 of this Agreement. Whirlwind LLC reserves the right at any time to re-possess the golf cart for good cause, including but not limited to violation of this Agreement, or if in Whirlwind's sole opinion the golf cart is operated in a negligent or unsafe manner, without refund to Renter.

**Costs: (1) Flat tire:** If the golf cart should get a flat tire, Renter agrees to notify a Rachael's Rentals agent at once and to refrain from driving the golf cart on a flat tire. A \$45.00 roadside assistance fee will apply to have the tire fixed or changed. If the tire is determined to be unrepairable due to negligence of the driver, a \$150.00 fee will apply to have a new tire installed.

(2) **Lost keys:** – Renter agrees to pay a lost key replacement fee of \$10.00, and \$40.00 for a lost golf cart lock key or lock.

(3) **Late Fees:** If the golf cart is not re-delivered to Whirlwind at the end of the Rental Period, or if no time is specified, by 6:00 o'clock p.m. on the day of the rental, a \$50 late fee will be applied.

(4) **Repossession fee:** Renter shall pay a \$50.00 fee if Whirlwind repossesses the golf cart, or is required to collect the golf cart from another location on Water Island at the end of the Rental Period.

The above charges, together with the golf cart rental fee, are collectively "Costs."

**Security Deposit / Authorization:** Renter has previously provided a Credit Card Authorization ("CCA") so that Whirlwind can charge Renter for Costs and a Security Deposit., as partial security for any Damages or Costs incurred during the Rental Period. Renter agrees that any Damages or Costs exceeding the amount of the Security Deposit may be charged under the CCA, and that Renter's liability for Damages and Costs shall not be limited by the amount of the Security Deposit. If no Damages or Costs are incurred during the Rental Period, Whirlwind will cancel the CCA upon a satisfactory inspection of the golf cart. However, in the event of any Damages or Costs are incurred during the Rental Period, Renter agrees that Whirlwind may utilize the CCA to pay for repairs or Costs for a period of 30 days after the Rental Period, at which time the credit card authorization shall expire.

**Cancellation Policies:** ALL requests for cancellations MUST be made in writing so that we have verification of your cancellation time. You can either email us at [waterislandgolfcartrental@gmail.com](mailto:waterislandgolfcartrental@gmail.com), or text 340-514-1483. If cancelling on short notice please text first and then call 340-514-1483 and request a response to confirm your cancellation was received. Once you have booked your rental, there will be a 10% cancellation fee on the total for ANY cancellations to cover our credit card processing fees. If you cancel less than 48 hours from your rental pickup time then a 50% cancellation fee applies to the day of pickup. If you cancel less than 24 hours from your rental pickup time then we cannot process ANY Refund for the day of pickup. For a term rental reservation we will refund the remaining balance after a one day rental cancellation fee and a 10% charge is applied.

All refunds after deduction of cancellation fees will be processed within 3 days of cancellation. Depending on your Credit card company it may take longer than this for the credit to show back on your account. You will need to check with your bank for their processing times.

**Miscellaneous:** With the exception of property damage claims of less than \$10,000.00 which at Whirlwind LLC's option may be exclusively determined in the Small Claims Division of the Superior Court of the Virgin Islands, in the event of any dispute regarding the terms or performance of this Agreement, the golf cart, the relationship between the parties or the arbitrability thereof (collectively referred to as "disputes"), the parties to this Agreement agree to exclusively submit such disputes to mandatory, binding arbitration before a single arbitrator sitting in St. Thomas, U.S. Virgin Islands in accordance with the Rules of the American Arbitration Association, or such other rules as the parties may agree to utilize. Each party shall pay their own respective costs and attorneys' fees associated with any arbitration, but agree that the arbitrator shall have jurisdiction to award such costs and fees as part of his or her award, and to issue sanctions. The award of the arbitrator shall be final, binding, and enforceable by any court of appropriate jurisdiction. ACCORDINGLY, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTES BETWEEN THEM.

**Golf Cart Safety and Operation rules: Please read Carefully. These rules are for you and your passengers' safety :**

- 1) Drive on the LEFT. The roads on Water Island are public and ALL Virgin Islands traffic laws and rules of the road apply.
- 2) All persons driving the golf cart warrant and agree that they are 21 years of age or older and that Renter and each additional driver holds a valid driver's License(s). Renter warrants and agrees that ONLY the Renter(s) and additional drivers executing this Agreement will be driving the golf cart. NO underage drivers are allowed under any circumstances.
- 3) Renter agrees that he / she will be responsible for the safe operation of the vehicle, and the safety of the Passengers. Renter agrees to pay for ANY damages to any person or property due to the operation of this golf cart during the Rental Period.
- 4) Renter agrees that the golf cart will not be operated in excess of the following maximum weight capacities at any time: **600 lbs** for a 2 seater, **800 lbs** for 4 seater, and **1200 lbs** for 6 seater. Renter agrees that the number of people onboard the golf cart at any time MUST be limited to the number of seats each golf cart provides.
- 5) After stopping the golf cart, Renter agrees to properly engage its park brake. When leaving the golf cart unattended, Renter agrees to lock it with the provided cable and take the lock key with them.
- 6) Renter agrees to NEVER coast downhill with the golf cart's transmission in Neutral as this allows the golf cart to move at unsafe speeds and may cause damage to transmission.
- 7) Renter agrees NOT to drive the golf cart "off road" down any trails or onto any beach. This golf cart is for road use only.
- 8) Renter agrees that all occupants of the golf cart must remain seated at ALL times the vehicle is in motion. Renter agrees that no persons shall be permitted to stand up on back step or seat of golf cart while it is moving.

**ACKNOWLEDGMENT**

The undersigned ("Renter") acknowledges that: (1) I can read and write in the English language; (2) I have read and understand the terms, conditions and Rules within this 2 page Golf Cart Rental Agreement, and associated Credit Card Authorization Agreement, and agree to comply with them; (3) I am fully authorized and agree to assume all liabilities and responsibilities of the following additional drivers who will be the only persons, in addition to myself, permitted to operate the golf cart during the Rental Period.

_____	_____	_____
Print Name	Signature of Primary Renter	Date
_____	_____	_____
Print Name	Signature of additional driver	Date
_____	_____	_____
Print Name	Signature of additional driver	Date
_____	_____	_____
Print Name	Signature of additional driver	Date
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Print Name	Signature of additional driver	Date
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