

Whirlwind LLC d/b/a Rachael's Rentals Golf Cart Rental Agreement

In consideration of this rental of the golf cart described below from Whirlwind LLC d/b/a Rachael's Rentals, the undersigned on behalf of himself / herself and as authorized signator for her / his passengers, guests, and family members (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 has inspected the golf cart, is familiar with its operation, and agrees that it is suitable for Renter's permitted use in all respects.

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, Renter's persons and/or property, and the persons and/or property of others, and acknowledges that operation of a golf cart presents unique risks that have been considered in entering into this Agreement. Accordingly, Renter agrees to release, hold harmless, defend and indemnify Whirlwind LLC, Rachael Ackley and their respective agents, employees and affiliates from and against any liabilities, costs, or damages relating to any death, personal injury or property damages suffered by Renter, any passenger on the golf cart, guests, Whirlwind LLC or third parties such as other drivers or pedestrians, 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 damages not covered by its insurance, including but not limited to insurance deductibles and any uninsured losses.

Operation / Rules: Renter agrees that (1) **only persons who are 21 years or older and who possess a valid driver's license shall be permitted to drive the golf cart**; (2) the golf cart will only be kept and used on Water Island; (3) the golf cart will be driven on the **LEFT** side of the road; (4) the maximum number of people permitted to ride on the golf cart is four (4) persons on a four passenger golf cart, and two (2) persons on a two passenger golf cart, and (6) persons on a six passenger cart, including children; (5) no person or child shall at any time stand up or ride on the front, side, or in the carry-all bed of the golf cart; and (6) no children are allowed sit in the golf cart unattended. 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, negligent or unsafe use of the golf cart.

Costs: 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 \$25 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 \$100 fee will apply to have a new tire installed. Lost keys - a lost key for the golf cart will cost \$10 to replace, lost key for lock will result in \$40 charge for whole lock to be replaced. The above charges, together with the golf cart rental fee, are collectively "Costs."

Security Deposit / Authorization: Renter agrees to either execute a Credit Card Authorization or provide a Security Deposit in the amount of \$500 per cart rented, as security which may be utilized by Whirlwind LLC to pay for any Damages or Costs that are not otherwise paid at the time the golf cart is returned, and for a period of 30 days thereafter as security for any Damages or Costs that are not evident at the time the golf cart is returned. Renter's liability for Damages and Costs shall not be limited by the amount of any Credit Card Authorization or Security Deposit. After payment of all Damages and Costs (if any), Whirlwind shall refund any unused portion of the Security Deposit and / or the Credit Card Authorization shall expire.

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, 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.

By signing below, I certify that I have read, understand and agree to the above conditions of this golf cart rental.

Print Name _____ Signature _____

Date _____