



Contract # _____

2019 GOLF CART RENTAL AGREEMENT

This Golf Cart Rental Agreement, along with the attached SINGLE EVENT GOLF CART CREDENTIAL POWERED CART POLICY and RELEASE OF LIABILITY shall together make up the Golf Cart Rental Agreement. In consideration for the rental from Americrown Service, LLC, the undersigned operator and/or renter of this/these vehicle(s) and/or equipment hereby acknowledges and agrees to comply with all obligations and rules set forth herein and/or further provided at the time of pickup and throughout use of the vehicle(s).

Renter must sign all pages of this agreement.

Renter agrees to the terms and conditions set forth herein.

TRACK: EVENT: DATES:

All rental rates are based on an event basis (NO daily rentals)

Type of Powered Cart	Number of Carts Requested	Price Per Cart	Extended Total
4 Passenger		\$562.00	
4 Passenger/Flip		\$562.00	
6 Passenger		\$765.00	
Utility		\$651.00	
Cart Sub-Total			
Additional Services**			
Sub Total			
Local Sales Tax Rate			
Total Rental Amount			

**** Additional Services:**

Guaranteed Roof –
 Have a guaranteed roof on our golf cart to provide protection from the elements for \$125 per cart (based on availability, orders due 14 days prior to event week)

Full Wrap or Spot Decals –
 Advertise your business or team on your golf cart for everyone to see (price is based on the number of orders received, prices include installation and removal, order are due 21 days prior to the event)

15% Late Fee –
 A 15% late fee will be added to the order prior to sales tax for orders received 14 days prior to the event week

Office Use Only: GL Revenue Code: 535500

COI Expires: _____

JE _____ Invoice _____ EBMS _____

Customer Information

Company Name: _____

Requestor: _____ Email Address: _____

Billing Name: _____

Billing Address: _____

Order Date: _____ Phone Number: _____ Fax Number: _____

Onsite Contact: _____ Onsite Phone Number: _____

Onsite Contact person is authorized to add or modify initial order during the event? _____ Yes _____ No

Full payment of the Total Rental Amount above is required prior to the event either by check or credit card.

Any order for which full payment has not been received will not be processed.

Please refer to Credit Card Authorization Form (page 4 of this document) for more information.

TERMS AND CONDITIONS

- 1) I agree to pay in the event the cart is lost, stolen, or damaged the replacement or repair cost at retail value.
- 2) Other Fees, in addition to the cart rental rates above:
 - A. A fee of \$500.00 will be charged if the cart engine governor is tampered with or modified during the event rental.
 - B. The full cart rental amount will be charged for cancellations within 15 days of the Wednesday before the event weekend or for carts not picked up at the event. **All Cancellations are subject to a \$25 restocking fee.**
 - C. A 15% surcharge will be added to the above rental rates for orders placed within 14 days prior to the event weekend. Late orders cannot be guaranteed and will be filled on an "as available" basis.
 - D. A fee of \$5.00 per key will be charged for lost cart keys
 - E. A fee of \$30.00 will be charged for locks and/or chains that are not returned or that are required to be cut off the cart
 - F. A fee of \$75.00 will be charged for decals and/or stickers applied to carts and not removed before returning.
 - G. LATE RETURN POLICY – A fee of \$200.00 will be charged if the rented cart is not returned to the cart rental compound by 9:00 AM on the day following the last event of the event weekend.
- 3) For safety and security
 - A. All vehicles shall be locked to prevent theft or vandalism when parked and/or not in use by the undersigned.
 - B. No more than one operator may be assigned to each specific vehicle.
 - C. **DO NOT** modify any of the factory settings (i.e. the governor, accelerator, cable, etc.) on the engine. Modifications can result in damage to the vehicle(s) as well as incurring additional fees.
 - D. All vehicle settings are checked for correct working order before delivery.
 - E. Only two (persons) are allowed on the vehicles at any one time, with the exception of the 4-person and 6-person carts, in which case no more than the specified number of persons shall be permitted on the vehicles at any time.
 - F. **DO NOT** overload any cart vehicles
- 4) Additional Payments – The credit card information provided on the Credit Card Authorization Form will be utilized to process payment or any additional rental or fees due as stated above.

If you have any questions, please contact the Golf Cart Department at 386-681-3850

Fax: 386-681-3853 Email: golfcarts@americrown.com

I CERTIFY THAT I FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND AGREE TO RETURN RENTED GOLF CARTS TIMELY AND IN THE SAME CONDITION AS RECEIVED.

Authorized Representative Signature Title Date

Authorized Americrown Representative Signature Date

**SINGLE EVENT GOLF CART CREDENTIAL
POWERED CART POLICY AND RELEASE OF LIABILITY**

1. ALL powered cart use on the property of any International Speedway Corporation facility must be registered. Registration will be proven through a Single Event Credential Sticker which must be PERMANENTLY affixed to the approved powered cart on the front driver's side in the lower corner of the windshield or front hood. Each Single Event Credential will possess a control number plainly visible to identify the person or company who as registered the powered cart.
2. Proof of general liability insurance (or automobile liability in the event the golf cart being registered is street legal) with limits of no less than \$1 million dollars per occurrence, naming all the Additional Insured Parties (as defined in Section 9 hereunder) as additional insureds, must be supplied along with this form and **must be active throughout the event**. Certificate of insurance shall state that such insurance is primary and non-contributory to any other insurance that may be available to an Additional Insured Party and that a Waiver of Subrogation applies in favor of the Additional Insured Parties in accordance with the 2019 Certificate of Insurance Requirements for Americrown Golf Cart Rentals, attached hereto. Insurance limits specified herein are minimums. Insurance coverage shall apply to the fullest extent of Company's insurance policy limits or to the extent allowed by law, whichever is greater.
3. The use of powered carts at any International Speedway Corporation facility will be restricted to business use only.
4. ***Powered carts will be driven in a safe, slow, and careful manner and shall at no time exceed any posted or designated speed limit at any International Speedway Corporation facility. At all times drivers will yield to pedestrians. Anyone observed driving in a careless or unsafe manner, including and without limitation, in violation of any provision of the powered cart policy and release of liability, will be removed from the property and have their Single Event Credential revoked. The undersigned agrees to be responsible for compliance with all laws & government regulations in the use of the powered cart.***
5. Powered carts must be driven by a licensed driver over the age of eighteen (18), unless applicable state law requires a higher age limit (by way of example, Alabama requires operators to be at least nineteen (19) years old). The number of passengers may not exceed the manufacturers designed and installed seating capacity and/or capacity indicated on the Single Event Credential Sticker. All passengers must be remain seated during operation.
6. Alcoholic beverages are not permitted in any powered carts, except for delivery purposes only. No alcohol is to be consumed by any driver and/or passenger while the powered cart is in use, and no driver shall operate any powered cart while under the influence of alcohol.
7. Only powered carts equipped with factory installed (or equivalent) front headlights and rear running lights may be operated after daylight hours.
8. Powered cart usage will not be allowed in restricted areas or during times not authorized by racetrack management. No golf carts shall be operated on public roads.
9. The undersigned ("Company") hereby agrees to release, hold harmless, indemnify and defend, Mid Florida Golf Cars Distributors, Inc., Golf Tournaments Incorporated, Americrown Service, LLC, International Speedway Corporation, their respective subsidiaries, limited liability and affiliate companies, and their respective members, shareholders, officers, directors, agents, employees, related or affiliated companies, sponsors, trustees, receivers, successors, subcontractors and assigns, the City of Homestead, the Daytona Beach Racing & Recreational Facilities District, City of Daytona Beach, and County of Volusia (collectively the "Additional Insured Parties") from any and all liability or damages including reasonable attorney fees arising from injuries to person(s) or damage to property which may arise from the use of these vehicles by the company named below, its employees, agents, or representatives. Company's obligations hereunder to defend shall extend to claims alleging the sole negligence, willful misconduct or violation of law of an Additional Insured Party when combined with other claims triggering Company's obligation to indemnify, provided however that upon the final adjudication by a court of competent jurisdiction or written settlement between the parties, Company shall be reimbursed for the portion of fees or losses so adjudicated as the responsibility of Additional Insured Party. The Additional Insured Parties do not accept any responsibility or liability by virtue of registering powered carts.

I have read, understand and accept all the terms of use for a powered cart at all International Speedway Corporation facilities. Failure to comply with these terms may result in revocation of the Single Event Credential, the powered cart being impounded and/or forfeiture of powered cart privileges. The undersigned has the requisite authority to bind the Company to the obligations herein. My signature below signifies full and total acceptance and agreement to comply.

Name of Company

Print Name of Authorized Representative

Date

Signature of Authorized Representative



CREDIT CARD AUTHORIZATION FORM

Americrown requires full payment prior to the event and a completed credit card authorization form for any add-ons or additional fees that may be incurred during the rental period. **We are unable to process an order submitted without a valid credit card – no exceptions.** Please choose one of the following methods of payment.

_____ I will submit payment in full via check for payment prior to picking up golf carts. Please use my credit card information reflected below for any add-ons or additional fees that may be incurred during the rental period.

_____ Use my credit card information reflected below for payment and add-ons or any additional Fees that may be incurred during the rental period.

Company Information

****Required before order can be processed***

Type of Credit Card: VISA MasterCard Discover AMEX

Account Number: _____

Expiration Date: _____ Billing ZIP Code: _____

Card Holder's Name: _____

Track Name and Event Name: _____

Authorized Signature: _____

Please FAX completed forms to the Golf Cart Department at (386) 681-3853