



Salopek Golf Car & Equipment Co., Inc.

8765 State Route 201
Tipp City, OH 45371

Phone: 937 / 845-9301

Fax: 937 / 845-9340

GOLF CAR RENTAL AGREEMENT

The following is a Rental Agreement between Salopek Golf Car & Equipment Co., Inc. (SGC) and (Customer) for the rental of golf cars for the 2018 Sportscar Vintage Racing Association (SVRA) Brickyard Invitational, held at Indianapolis Motor Speedway, 4790 W. 16th Street, Indianapolis IN 46222:

LESSEE COMPANY NAME: _____

Contact Person: _____

Credit Card Billing Address: _____

City, State, Zip: _____

Phone (Cell/On-Site): _____

Fax: _____

E-Mail: _____

Signature: _____

Rental Pick-Up Date: _____

Rental Return Date: _____

All golf cars must be returned to pick-up location **no later than 2 hours after end of event on Sunday, June 17, 2018**. Any golf cars returned after that time or golf cars not returned will incur an additional **\$200.00** per golf car late fee. Any golf car keys not returned will incur an additional **\$10.00** per golf car key fee. All stickers, decals and/or sticky residue **MUST** be removed before return of golf car(s). Customer will incur a **\$100.00** cleaning charge per item if not removed.

QTY	TYPE OF GOLF CAR	PRICE/CAR/EVENT	7% TAX	TOTAL DUE
	2-PASSENGER	\$335.00		
	4-PASSENGER	\$385.00		
	WORKHORSE	\$385.00		

*Prices do not include any loss or damage expenses incurred during rental. Actual taxes will be based on rate in effect at the date of the event.

**There are no credits or refunds due to inclement weather. There are no credits or refunds if Customer misuses Equipment, leaves lights on and runs battery dead, resulting in inability to use Equipment.

Payment/COI/Confirmation: Must be received in our office by **May 24, 2018**. Orders received after May 24, 2018 will be honored, subject to availability, and will have a **\$100.00** per golf car up-charge fee.

Method of Payment: (Circle one) VISA MASTERCARD CHECK*

No checks will be accepted.

Credit Card Number: _____
Expiration Date: _____
3 Digit Security Code (CVV): _____
Name on Credit Card: _____
Signature: _____

Please direct all payments, COIs and confirmations to:

Salopek Golf Car & Equipment Co., Inc.
ATTN: Staci Hixson
8765 State Route 201
Tipp City OH 45371
Office: 937-845-9301
Fax: 937-845-9340
Email: salopekgolfcar@gmail.com

Definitions:

1. SGC – Refers to Salopek Golf Car & Equipment Company, Inc.
2. Equipment – Refers to all rental vehicles including 2-passenger, 4-passenger, workhorse (2-passenger w/utility box) golf cars.

Renting and/or Operating the Equipment:

1. Must be at least 18 years of age and have a valid driver's license.
2. Do not operate under the influence of drugs, alcohol or any mind altering substances.
3. Any reckless or unsafe driving will result in immediate forfeiture of the Equipment without refund.
4. All stickers, decals, and/or sticky residue **MUST** be removed from the Equipment before they are returned to SGC. Customer will incur a **\$100.00 cleaning charge per item** if not removed.
5. For safety purposes, tampering with or adjusting the Equipment to increase speed will result in the immediate surrender of the Equipment without refund and a **\$500.00 fine**.
6. Never leave the keys in the Equipment when unattended. Equipment is to be locked at all times when not in use. If Equipment is found unattended and unlocked, a fine may be incurred by the Customer.

7. Never operate the Equipment with more passengers aboard than it is designed to accommodate. Failure to comply with this rule will result in immediate forfeiture of the Equipment without refund.
8. Any keys not returned with the Equipment will incur an additional charge of **\$10.00 per key**. If lock/cable/key sets are provided with rental, Customer will be charged **\$40.00 per set** if any part of the lock/cable/key set is missing (including key tags/fobs), or if the lock needs to be cut off.
9. Equipment uses regular unleaded gas – do not allow Equipment to run out of gas. If Equipment needs to be towed in due to running out of gas, a tow fee may be charged.
10. Equipment is not permitted to be sub-leased by the Renter to any individuals.
11. Customer is responsible to regularly check oil in Equipment and add oil (10W30) if oil level is low.
12. In the event of Equipment breakdown/failure, notify SGC immediately (leave message) – not after end of event.
13. **THIS RENTAL CONTRACT MAY BE CANCELLED/TERMINATED BY EITHER PARTY WITHOUT PENALTY NO LATER THAN 60 DAYS PRIOR TO THE DELIVERY DATE OF THE EVENT. SGC MAY ALSO TERMINATE RENTAL AT ANY TIME WITHOUT NOTICE AND TAKE POSSESSION OF THE EQUIPMENT IF ANY OF THE TERMS OF THIS CONTRACT ARE NOT COMPLIED WITH.**

Failure to comply with any of the terms of this contract may result in the Equipment being impounded without refund.

This Rental Agreement is the entire Agreement between the parties and all prior agreements, negotiations and discussions are hereby merged herein and superseded hereby. There are no warranties or representations that are not expressly set forth in this Agreement. Terms and Conditions for Sales and Rentals are listed on page 3 of this document and are an integral part of the contract. In the event of non-payment of rental invoice and said rental invoice is sent to collections agency, Customer agrees to pay all collections agency/attorney/legal fees. Customer agrees to the conditions set forth and acknowledges acceptance of the Agreement by signing below. The above rental will not be confirmed and golf cars will not be delivered until we receive the signed copy in our office.

Salopek Golf Car & Equipment Co., Inc. (Customer)

Name: Staci Hixson Signature: X

Title: Special Events Coordinator Printed Name: _____

Date: June 2018 Date: _____

TERMS AND CONDITIONS OF RENTAL

In consideration of the hiring of the Equipment described, without operator, by the undersigned (hereinafter referred to as the "Renter") from the company named on reverse side (hereinafter referred to as the "Dealer") upon the terms and conditions and for the price herein specified, it is agreed as follows:

1. **RENTAL AND TERM** begins on the date & time specified as "DELIVER" or "CHECK OUT" and terminates on the date and time specified as "PICK UP" or "RETURN" unless amended in writing on the reverse of this contract. Rental charges commence on delivery of Equipment to Renter and end upon return of equipment to Dealer's premises or designated event check in/out location. **THIS RENTAL CONTRACT MAY BE CANCELLED/TERMINATED BY EITHER PARTY WITHOUT PENALTY NO LATER THAN 60 DAYS PRIOR TO THE DELIVERY DATE OF THE EVENT. SGC MAY ALSO TERMINATE RENTAL AT ANY TIME WITHOUT NOTICE AND TAKE POSSESSION OF THE EQUIPMENT IF ANY OF THE TERMS OF THIS CONTRACT ARE NOT COMPLIED WITH.** Renter agrees to pay rental fees per the terms on the reverse side of this agreement and, upon return of Equipment or time for return of the Equipment, all charges and costs for damages, destruction or loss of the Equipment. Renter's right to use the Equipment terminates on the expiration and due date set forth above unless extended in writing by Dealer. **EQUIPMENT IS NOT PERMITTED TO BE SUB-LEASED BY RENTER TO OTHER INDIVIDUALS.**

2. **CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS.** Renter accepts and hires the Equipment on an "as is" basis. Renter acknowledges receipt of all of the equipment in good working condition and repair. Renter hereby certifies and warrants that he has a good working knowledge of the use of the Equipment and that he will not permit any other party to use the Equipment who is not equally as familiar with the Equipment. Renter acknowledges and declares that Renter has examined the Equipment, and Renter declares that he has received all of such Equipment in a secure and operative condition. Renter agrees to return the Equipment to Dealer's premises or designated event check in/out location upon the expiration and due date hereof in as good condition as when received by Renter, ordinary wear and tear accepted. "Ordinary wear and tear" shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use on a single shift (twelve hours per day, five days per week) basis.

3. **EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the personal property should it at anytime, following the execution of the agreement or any subsequent agreement, becomes unsafe or in a state of disrepair. Furthermore the Renter will immediately notify Dealer that the Equipment is unsafe or in disrepair and, until such time as Dealer has regained possession, the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Rental Equipment or product.

4. **COMPLIANCE WITH LAWS.** Renter acknowledges that Dealer has no control over the use of Equipment by Renter, and Renter agrees at his sole expense, to comply with all municipal, county, state and federal laws, ordinances and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) which may affect the Equipment while it is in the possession of and use by the Renter. Renter shall not permit any person who is not legally qualified to use Equipment.

5. **PERMITTED AREA OF USE OF EQUIPMENT.** Without Dealer's consent, Renter shall not remove the Equipment from the county in which it is rented and, in the case of special events (auto races, fairs, auctions, horse shows, etc) the legal boundaries of the event grounds.

6. **RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm, or tamper with the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without Dealer's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of said Equipment, Renter agrees to accept all responsibility therefore and shall hold dealer harmless from any claims or action arising there from. Renter shall furnish Dealer with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Renter must complete a formal theft report with local police authorities if applicable. Renter assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the Equipment ("loss or damage") from any cause whatsoever, whether or not covered by insurance, and no such loss shall release Renter of his/her obligation under this agreement in the event of loss or damage. Unless otherwise specified herein, in case of the loss or destruction of any part of the Equipment, or loss of possession thereof, or inability to return the same to Dealer, on the expiration and due date, for any reason whatsoever. Renter agrees to pay immediately all charges and costs incurred for repair of the Equipment and/or shall pay Dealer the actual replacement cost thereof, and in addition thereto dealer's loss of use of said Equipment.

- a. If Equipment is subsequently recovered by Dealer, the replacement cost charge will be waived and the customer will be charged a \$250.00 recovery fee plus any other applicable loss or damage charges.
- b. Any keys not returned with the Equipment, or missing key tags, will incur an additional charge of \$10.00 per key.
- c. If lock and chain sets are provided, Renter will be charged a \$40.00 fee per set if any part of the set(s) is not returned, including key tags/fobs.

7. **DISCLAIMER WARRANTIES, DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENTS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Dealer's sole responsibility in the event of any malfunction is to repair the Equipment or to rebate to Renter a prorated share of the rent for the period the Equipment was unusable. Dealer shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental, special or consequential damages, in any way connected with the operation, use, defect in or failure of the Equipment.

8. **PAYMENT TERMS AND PENALTIES.** Dealer shall make NO refunds and NO credits for early return of Equipment except those stated above. A \$75.00 fee will be charged to Renter for any returned check. Invoices not paid within terms are subject to a 4% per month finance charge. **IN THE EVENT OF NON-PAYMENT OF RENTAL INVOICE AND SAID RENTAL INVOICE IS SENT TO COLLECTIONS AGENCY, RENTER AGREES TO PAY ALL COLLECTIONS/ATTORNEY/LEGAL FEES.**

9. **INDEMNIFICATION OF DEALER BY RENTER.** Renter indemnifies and holds Dealer harmless of, from and against any and all claims, loss, costs, damages, attorney's fees, and/or liability in connection with the hiring and use of the Equipment, it being expressly understood that Customer assumes all such liability to the extent Dealer has such liability -- regardless of whether a lawsuit is filed or in the event a suit is instituted by Dealer to recover possession of said Equipment, or to enforce any terms, conditions or provisions hereof. Renter agrees to pay all costs and reasonable attorney's fees of Dealer incurred in connection therewith.

10. **THEFT WARNING.** Failure to return Equipment on the expiration and due date in certain circumstances will be considered a theft, resulting in a criminal prosecution.

11. **TAXES (Applies to sales and rentals).** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay taxes whether said taxes appear as part of the face of this contract or whether said taxes are later claimed by the governmental authority. In the event of a claim by any governmental authority for taxes arising out of this transaction, Renter agrees to pay to Dealer said taxes upon demand.

12. **TITLE.** The Equipment is, and shall at all times remain, property of Dealer, and Renter shall have no right, title, or interest except as expressly set forth in this Rental Agreement. The golf cars are and shall at all times be and remain personal property. No additions or improvements to the Equipment of any kind or nature shall be made by Renter. If the Equipment is levied upon for any reason whatsoever, Dealer may retake the equipment without notice or legal process, and may take all action reasonably necessary to do so.

13. **CONSTRUCTION.** The paragraph headings used herein are for convenience only and are not to be used in construing the meaning or intent of any of the terms or provisions of the Rental Contract. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio. If any term or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties intention that such term or condition be reformed to the extent permissible by law, and the remainder of the terms and conditions of this Agreement shall remain in full force and effect and shall in no way be impaired or invalidated.

TERMS AND CONDITION OF SALE (APPLIES ONLY TO ITEMS SOLD, NOT RENTED)

In consideration of the purchasing of the Equipment described by the undersigned (hereinafter referred to as the "Buyer") from the company named on reverse side (hereinafter referred to as the "Dealer") upon the terms and conditions and for the price herein specified, it is agreed as follows:

USED PRODUCTS:

The Buyer hereby acknowledges that the product(s) described on the reverse side hereof which is the subject of this sale is a "used product" and is being sold on an "as is" and "with all faults" basis.

The Dealer as the seller makes NO expressed warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and the DEALER does NOT make any implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE or any other warranties unless the DEALER has so provided in writing and the writing is assigned by an AUTHORIZED REPRESENTATIVE of the DEALER. I, the buyer hereby acknowledge that I have read all of the above terms and conditions of sales and that I understand that this is an "as is" sale of used goods.

NEW PRODUCTS: Buyer acknowledges that the ONLY warranties provided with this product(s) are those provide by the manufacturer and that the DEALER makes NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, either express or implied.

MANDATORY CERTIFICATE OF INSURANCE REQUIREMENTS

Current Certificate of insurance that **must** accompany the commercial use of golf cars/motorized vehicles permit request are required to:

- ❖ Specifically state that use of a golf car or other motorized vehicle is covered by insurance.
- ❖ Include the name of the company or individual who will be operating the equipment on the Indianapolis Motor Speedway property as the named insured on the certificate.
- ❖ Include comprehensive general liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence.
- ❖ Include the appropriate additional insured language (as described below) in The “Description of Operations” section of the certificate:
 - ***“Salopek Golf Car & Equipment Co., Inc. shall be named as an additional insured in respect to general liability. Coverage shall be primary and non-contributory and shall include a waiver of subrogation in favor of the additional insured. Use of golf cars is covered by insurance.”***
- ❖ Under “Certificate Holder” please list the following as additional insured:
 - ***Salopek Golf Car & Equipment Co., Inc.
8765 State Route 201
Tipp City, OH 45371***
- ❖ You will need to submit one Certificate of Insurance to Salopek with the required information above.
- ❖ Certificate of Insurance must be on an Acord 25 Form.