



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 2019 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, August 4, 2019**. Any golf cars returned after that time or golf cars not returned will incur an additional **\$250.00** 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
	4-PASSENGER	\$485.00		
	WORKHORSE	\$485.00		

*Prices subject to change if signed contract is not returned to SGC within 5 business days. 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.

Credits/Refunds:

Golf car rental is based on a daily or event rate; therefore, Customer will be charged a full day's rent no matter what time the golf car is picked up/delivered. There are no hourly or half day rental rates. Golf cars picked up late in the day will be charged a full day's rental rate. There are no credits or refunds for late pick-up or early return. 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, or runs out of gas, resulting in inability to use Equipment. **There are no credits or refunds if golf car order is changed or cancelled once golf cars are delivered to venue.**

Payment/COI/Confirmation:

Must be received in our office by July 18, 2019. Orders received after July 18, 2019 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 ***NO CHECKS ACCEPTED FOR THIS EVENT***

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

----- **PAYMENT IS DUE WITH RETURN OF SIGNED AGREEMENT / NO REFUNDS** -----

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 4-passenger and 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. It is the Customer's responsibility to adequately train any person driving the Equipment how to operate the Equipment, as well as safety policies, not SGC's responsibility. It is the below signatory's responsibility to obligate all users to this operating and safety policy.
3. **Customer agrees to pay in the event the Equipment is lost, stolen or damaged, the full replacement or repair cost of the Equipment at retail value.** Customer assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the golf cars from any cause whatsoever, whether or not covered by insurance, and no such loss shall release Customer of his/her obligation under this Agreement in the event of loss or damage.
4. Do not operate Equipment under the influence of drugs, alcohol or any mind-altering substances.
5. Any reckless or unsafe driving will result in immediate forfeiture of the Equipment without refund.
6. All golf cars must be kept in a secured/locked area.
7. Equipment is not to be driven off the rental event property or operated on public roads.

8. 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.
9. Equipment is to be driven in a safe, slow and careful manner, and yield to pedestrians at all times.
10. Equipment must be returned to pick-up location, or designated area agreed upon between SGC and Customer, on contracted return date and time. Any Equipment not returned that SGC must go out and retrieve, will be charged **\$250.00 tow fee per golf car/Equipment**.
11. Customer shall return the Equipment to SGC in as good of condition as such Equipment was delivered to Customer pursuant to this Agreement. Prior to taking possession of the Equipment, Customer notes defects in the Equipment. Except for the foregoing, Customer acknowledges that the Equipment is in good working condition as of the commencement of this Agreement consistent with its age and use. Customer agrees to indemnify SGC for any damage to the Equipment which occurs during the term of this Agreement. Any and all damages that occur during the rental of the Equipment will be billed to the Customer after each rental event.
12. 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**.
13. 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.
14. Never operate the Equipment with more passengers aboard than it is designed to accommodate or maximum weight capacity (ex: 2-passenger golf car capacity = 2 people max and less than 800 pounds max weight, 4-passenger golf car capacity = 4 people max and less than 1000 pounds max weight, 6-passenger golf car capacity = 6 people max and less than 1200 pounds max weight, workhorse capacity = 2 people max and less than 1000 pounds max weight). No more than two (2) passengers per seat row. Keep your entire body and your passengers' bodies inside the Equipment at all times and remember to hold on at all times, whether still or in motion. All passengers must be seated during operation of the Equipment. Failure to comply with this rule will result in immediate forfeiture of the Equipment without refund.
15. Whenever the driver is not seated on the Equipment, set the parking brake and remove the key from the ignition.
16. Any **original** keys (not duplicated 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. If key fobs are defaced, written on or missing, etc., Customer will be charged **\$10.00 per key fob**.
17. 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.
18. Equipment is not permitted to be sub-leased by the Renter to any individuals.
19. For long term rentals, Customer is responsible to regularly check oil in Equipment and add oil (10W30) if oil level is low.
20. In the event of Equipment breakdown/failure, notify SGC immediately (leave message) – not after end of event.
21. **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.**
22. The undersigned (Customer) hereby agrees to release, hold harmless, indemnify and defend Salopek Golf Car & Equipment Co., Inc., their respective members, officers, employees, subcontractors, from any and all responsibility, 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 golf cars by the Customer/company named below, it's employees, agents, or representatives. Customer/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 Customer/company's obligation to indemnify, provided however, that upon the final adjudication by a

court of competent jurisdiction or written settlement between the parties, Customer/company shall be reimbursed for the portion of fees or losses so adjudicated as the responsibility of an Additional Insured Party. Customer/company's indemnification obligations shall survive termination of this Agreement, shall extend to claims occurring after termination of this agreement, and are independent from, and not limited in any manner by the Customer/company's insurance coverage as required by this Agreement.

23. Insurance Requirements:

- a. Prior to the start of the event, the Renter shall procure Workers Compensation and Employer's Liability Insurance, Automobile Liability Insurance, Commercial General Liability Insurance and all insurance required of the Renter under the Contract Documents. Prior to the execution of the agreement, and at all renewal periods which occur prior to Final acceptance of all equipment, Renter shall provide, and require its subcontractors to provide, Certificates of Insurance evidencing coverages required herein. Salopek Golf Car & Equipment Co., Inc. is the Certificate Holder on the Certificate of Insurance.
- b. Salopek Golf Car & Equipment Co., Inc., and others as provided in the Contract Documents, shall be named as an Additional Insured on each of these policies except for Worker's Compensation, pursuant to form CG2010 10/01 Additional Insured endorsement, or equivalent coverage for damages arising out of Renter's use of Salopek owned equipment. Any such insurance shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insured. Coverage shall include a waiver of subrogation in favor of the Additional Insured. Any such insurance maintained by an Additional Insured shall be excess of that maintained by Renter.
- c. Prior to the execution of this Agreement, Renter shall provide certificate of insurance evidencing aforementioned coverage with the following minimum limits. The limits required by this exhibit are minimum requirements, and the actual limits of any Policy that exceed these minimums shall be considered the required limit of this Exhibit.

Commercial General Liability (Occurrence Form)

- Each Occurrence - \$1,000,000
- General Aggregate - \$2,000,000

Excess / Umbrella

- Each Occurrence - \$2,000,000
- General Aggregate - \$2,000,000

Workers Compensation & Employer's Liability

- Worker's Compensation - State Statutory Limits
- Employers Liability - \$1,000,000

Automobile Liability

- Combined Single Limit \$1,000,000

*** All coverages listed above must be placed with an insurance company with an A.M. Best Rating of "A-" or Better

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

The Equipment is, and shall at all times, remain property of SGC, and Customer shall have no right, title, or interest except as expressly set forth in this Rental Agreement. No additions, deletions, improvements or modifications to the Equipment of any kind or nature shall be made by Customer.

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 5 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) (2019 SVRA)

Name: Staci Hixson Signature: **X**
(NO CREDITS OR REFUNDS)

Title: Special Events Coordinator Printed Name: _____

Date: June 19, 2019 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/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, or if the lock needs to be cut off.
 - d. Renter is responsible for liability and property insurance in the event of damage, loss or injury.
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 5% 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.** The undersigned Renter hereby agrees to release, hold harmless, indemnify and defend Salopek Golf Car & Equipment Co., Inc., their respective members, officers, employees, subcontractors, from any and all responsibility, liability, claims, loss, costs or damages including reasonable attorney fees arising from injuries to person(s) or damage to property which may arise from the use of these golf cars by the Renter named below, it's employees, agents, or representatives. Renter'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 Renter's obligation to indemnify, provided however, that upon the final adjudication by a court of competent jurisdiction or written settlement between the parties, Renter shall be reimbursed for the portion of fees or losses so adjudicated as the responsibility of an Additional Insured Party. Renter's indemnification obligations shall survive termination of this Agreement, shall extend to claims occurring after termination of this agreement, and are independent from, and not limited in any manner by the Renter's insurance coverage as required by this Agreement.
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.