

# Ozark Motorcarrier Group, LLC

## Division of OMG Companies

### NHRA Golf Cart Rental Agreement

*Please read carefully before signing and returning.*

In consideration for the rental of the golf cart provided by Ozark Motorcarrier Group LLC (Here after OMG).

I, \_\_\_\_\_ (Individual Name), \_\_\_\_\_ (Team, Owner, or Sponsor) agree to the following conditions. In the event that I violate any of the following conditions, I agree and understand that further use of the golf cart may be revoked immediately and without notice:

1. I promise to return the golf cart to the location provided 1 hour after Nitro Finals at each race in as good condition as I received, normal wear and tear accepted. I will operate the golf cart safely and responsibly, and I will preserve and protect the golf cart from loss or damage to the cart itself, my person or property, and the persons or property of others. I agree and understand failure to comply with the terms of this agreement will result in a forfeiture of my rental fees and deposit. **I agree to be legally and financially liable for all costs of repairs to the golf cart and for the loss, damage and/or injuries to my person or property and the persons or property of others regardless of fault.** I agree to reimburse the golf cart owner for such unrecovered costs, including but not limited to deductibles and any uninsured losses.

2. I agree to hold harmless, defend and indemnify OMG, NHRA its affiliates, employees, and board of directors, for any and all damages and claims of any nature whatsoever that may arise from the use of said golf cart during the time of the rental period, including but not limited to claims for damages to the golf cart itself, my person and property and the persons and property of others including any bodily injury that may be caused. You are required to carry 1,000,000 General Liability Limits.

3. I agree to become familiar with the operation and use of said golf cart, to read the "GOLF CART TERMS AND CONDITIONS" and any other instructions provided to me regarding the cart, and to operate the golf cart in accordance with said instructions. I Agree to contact OMG Staff: if I have any questions or concerns about operating the golf cart or if my guest or I have caused any damage to the golf cart or others through the use of the golf cart. I agree to examine and inspect the safety and mechanical condition of the golf cart, reporting any concerns or problems before driving the vehicle.

4. I understand that a golf cart is subject to the same laws and regulations pertaining to motor vehicles and therefore agree that the golf cart will be operated in accordance with the rules set forth by the NHRA, host track, and any governing or sanctioning body, including but not limited to the requirement that persons driving the golf cart must not be under the influence of alcohol and/or illegal drugs. I further agree that I personally will be responsible for all moving and/or parking violations issued to said cart while it is in my possession, under my control, or at any time during the entire event. I agree that I will not operate or allow water to come in contact of mechanical or electrical components.

5. I agree that only persons who are **21 years or older**, possess a valid driver's license and insurance as required by law shall be permitted to drive the golf cart. I further agree that the maximum occupancy of the golf cart is four persons, including children.

6. I agree the privilege of using the golf cart can be revoked without notice by OMG or NHRA Staff at their sole discretion, for any violation of this agreement. **I further agree I shall not be entitled any rental refund or deposit for such revocation of privilege.**

7. I understand that if the golf cart should become inoperable through no fault of mine, OMG will take reasonable steps to have the vehicle repaired. In the event the golf cart cannot be repaired or replaced, a refund will be issued towards the unused rental agreement period.

Initial Box of Type of Rental: Weekend \_\_\_\_ 24 Race \_\_\_\_ 16 Race (PSM) \_\_\_\_ 12 Race \_\_\_\_

By my signature below, I certify that I understand and agree to the conditions set forth in the **OMG Binding Golf Cart Rental Agreement including Golf Cart Terms and Conditions**. I acknowledge that I have signed this document voluntarily and freely and that my signature creates a contractual obligation that binds me, my guests and all passengers.

X \_\_\_\_\_ . \_\_\_\_/\_\_\_\_/\_\_\_\_

Operator's Signature Date

Legal Name \_\_\_\_\_ Mailing Address \_\_\_\_\_

Name of Event \_\_\_\_\_ Who You Represent \_\_\_\_\_

DL# \_\_\_\_\_ State Issued \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name of Insurance Company \_\_\_\_\_ Policy Number \_\_\_\_\_

**We will need a copy of your Driver's license and you will need to provide proof of insurance to us prior to the rental period beginning. A major credit card will be authorized the day of your rental period for the full amount of the rental plus the security deposit. You hereby authorize us to charge any damages that you cause to the golf cart or to any other personally property damaged by your use of this golf cart to the credit card you provide us.**

# OMG Trackside

## Golf Cart Terms and Conditions

- Key must be removed from cart anytime it is left unattended.
- There will be a \$500 pre-authorization deposit applied to your credit card when you pick up golf cart.
- **DO NOT OPERATE Cart In or near water.** Doing so will result in the loss of the use of the cart and your security deposit at a minimum, no exceptions!
- At no time should there be more than 4 passengers on the cart. Allowing more than 4 passengers on the cart will result suspension damage and repair cost will be charged against your deposit.
- Do not make turns at high speeds. Slow down to turn or make corners.
- It is our goal to provide customers with reliable golf carts by which we perform routine maintenance.
- In the event a problem does arise we ask that you call OMG contact number listed below or bring golf cart back to OMG compound if you are able to. Do not for any reason attempt to perform maintenance or repairs on cart.
- Should the problem result in the loss of use during the agreed upon rental time, you will be refunded appropriately or given another cart for the duration of the lease. Failure to notify us of a problem will result in **no refund** for that period of time we were not notified of the problem. In the event we are requested to make a service call and it is determined that the problem is the result of improper operation of the cart a **\$50.00 fee** will be charged against your deposit. If it is determined that repairs will exceed a half hour you will be billed at an hourly rate of \$100 per hour till cart is repaired.
- A fee of **\$500.00** will be charged if the cart engine governor is tampered with or modified during the event rental.
- The full cart rental amount will be charged when reserved, all cancellations must be made 7 days prior to the start of each event or you will lose the rental fee unless we are able to rent the cart at that event, but there can be no guarantee this is possible or will occur.
- Due to our carts having individual keys, there you will be charged **\$50** for all lost cart keys.
- A fee of **\$75** will be charged for decals and/or stickers applied to carts by renter and not removed before returning.
- In the event the cart is not returned 1 hour after the Nitro Finals and you were not given permission by OMG to retain the cart for an extended period of time, we will attempt to recover the golf cart with OMG personal and you will be charged **\$250** to do so.
- If during the duration of the lease you need to refill the golf cart with gas, you will need to us premium unleaded. You will start with a full tank of premium unleaded gasoline.
- Our carts are inspected for damage at the point of delivery and pickup. In the event the cart is damaged during the rental period an estimated repair cost will be charged against your deposit.
- Contact Number is **Jason Mitchell 608-217-7383 ozarkmotorcarriergroup@gmail.com.**