## Road/Golf Cart Agreement

For

- 1. Lessee must be eighteen (18) years of age and have a valid states driver's license.
- 2. Under no circumstances shall any person(s) who does not have a valid states driver's license operate the cart.
- 3. The cart may be driven between sunset and sunrise, provided the cart headlights are operational.
- 4. No more than four (4) persons can ride the cart at any time, and no animals are permitted to ride in the cart at any time.
- 5. The cart may be driven on paved and gravel surfaces only.
- 6. Lessee will be responsible for any damage incurred to the cart during rental period.
- 7. Lessee will be responsible for any damage incurred to the cart during the rental period.
- 8. Lessee agrees not to remove the cart from Kawama property.
- 9. Lessee shall be solely responsible for, and hereby agrees to indemnify and hold harmless *William and JoAnn Pinna* from any and all claims, suits, actions, damages, judgments, settlements and expenses of legal defense directly or indirectly arising out of the use of the cart pursuant to this agreement by lessee or by lessee's guests or invitees.
- 10. William and JoAnn Pinna shall not be liable for loss or damages of any property left stored or transported by lessee or any other person in or upon the cart. Lessee hereby assumes all risk of such loss or damage and waives all claims against William and JoAnn Pinna. Lessee hereby agrees to hold William and JoAnn Pinna harmless from and to defend and indemnify William and JoAnn Pinna against all claims based upon or arising out of such loss or damage.
- 11. Lessee and any other person who drives the cart shall comply with all applicable laws. Reckless or irresponsible driving shall not be tolerated.
- 12. Under no circumstances shall the cart be used in any race, speed or tow contest or to propel, tow or push any vehicle or trailer.
- 13. The cart must be returned in good condition.
- 14. This agreement constitutes the complete understanding and agreement of the parties hereto with respect to the subject matter hereof, supersedes all prior understandings and agreements, and can be changed only by an agreement in writing.

ACCEPTED AND AGREED TO:		
Lessee	William or JoAnn Pinna	
Printed Name	Date	