

TYPE OF LOW SPEED VEHICLE

Electric _____ 6 Passenger _____ 4 Passenger _____

VEHICLE # _____

LOW SPEED VEHICLE AGREEMENT

In consideration for the rental of the low speed vehicle ("Vehicle") provided by Outer Banks Beach Buggies, LLC ("Owner"), I, _____ ("Renter") expressly agree to the following terms and conditions:

1. I understand that operation of the Vehicle is subject to the same laws and regulations that pertain to operation of motor vehicles in the State of North Carolina and agree that the Vehicle will be operated in accordance with these laws and the local laws of Dare and/or Currituck County, North Carolina. This includes, but is not limited to, the requirements that anyone driving the Vehicle must hold a valid operators license and not be under the influence of alcohol and/or illegal drugs. I understand that I will be personally responsible for all moving and/or parking violations issued to myself and any other operators of the Vehicle during the time it is being leased to me or in my possession. I acknowledge and agree that only persons who are twenty-one (21) years of age or older and possess a valid drivers license shall be permitted to drive the Vehicle. I further agree that the maximum occupancy of the Vehicle is four or six persons (based on number of available seat belts), including children.
2. I understand that Owner requires the operator to have appropriate insurance coverage for the Vehicle to cover any damages or injuries caused to my person or property or others as a result of the operation of the Vehicle by me or other Authorized Drivers, and that I am solely responsible for any claims which result therefrom. By signing this document I am representing that appropriate insurance coverage exists in this regard.
3. I will operate the Vehicle safely and responsibly, understand that I am legally and financially liable for all property damage or personal injury caused to myself, or to others as a result of my use and operation of the Vehicle. I understand that I am also responsible for any loss or damage caused to the Vehicle. I agree to promptly pay, indemnify and hold Owner harmless from any and all damages, claims or demands of any nature whatsoever that may arise from the use of the Vehicle during the time of my rental period and/or possession of the Vehicle, including, but not limited to, claims for personal injury, property damage, damage to the Vehicle itself, my person and property, and/or the persons and property of others. Should I default in performance of my obligations herein, I agree to be responsible for all costs incurred by Owner in defending any such claims brought against them, enforcing the terms of this Agreement or seeking damages for its breach, including the payment of reasonable attorney's fees incurred by Owner in this regard, and interest from the date of breach at the legal rate of eight (8%) percent per annum.

4. I understand and agree that the Vehicle may not be operated on the beach or other off road use and that I am solely responsible for the costs of all repairs caused by breach of this condition. See Paragraph 13 of Additional Terms and Conditions. Should the Vehicle become inoperable through no fault of mine, Owner will take reasonable steps to have the Vehicle repaired and if unable to do so, will provide a replacement Vehicle or issue a prorated refund at the sole discretion of Owner.

5. In the event that I violate any of the conditions referenced above or the Additional Terms and Conditions, I understand and agree that further use of the Vehicle may be revoked immediately without notice and that Owner may repossess the Vehicle in their sole discretion. In such case, I understand that I shall not be entitled to any rent refund or deposit refund resulting from this revocation of privilege.

6. I acknowledge that I have been instructed in and am familiar with the operation and use of said Vehicle, have read and understand the Additional Terms and Conditions and the "Low Speed Vehicle Information Sheet" and any other instructions provided to me regarding use and operation of the Vehicle and agree to operate the Vehicle in accordance with said instructions. If I have any questions or concerns about operation of the Vehicle, its safety or mechanical condition, I agree to promptly notify Owner at the following number: 252-207-1449. I agree to examine and inspect the safety and mechanical conditions of the Vehicle before each use and will promptly report any concerns or problems before driving the Vehicle.

*****Important - Cancellation Policy*****

In the event that your plans change, you may cancel your reservation up until the date we charge your credit card (60 days prior to arrival). After that date no refund will be guaranteed. Owner will attempt to rent the Vehicle and, if successful will refund the full amount less any difference in rental rate. We encourage the use of vacationers insurance to cover any potential loss. I have read and understand this cancellation policy.

Signature _____ Date _____

Print Name _____ Drivers License # _____ State _____

Print Name _____ DL# _____ State _____

Print Name _____ DL# _____ State _____

DRIVERS MUST PROVIDE COPY OF DRIVERS LICENSE AND PROOF OF INSURANCE

LOW SPEED VEHICLE RENT & RESERVATION FORM

Renter Name _____
 Address _____
 Email Address _____ Home Phone _____ Cell Phone _____
 Cottage Address _____ Cottage Name _____

PAYMENT INFORMATION

Rent Dates: ____/____/____ till ____/____/____ # _____ Days

Your Credit Card number is required to hold your reservation. Your card will not be charged until 60 days prior to your arrival (same as your cottage rental agreement). You will need to show the same credit card as the one above at check in.

Credit Card Type: _____ (Visa/MC) Cc# _____ Exp: ____/____/____ ZIP _____ Auth# _____

Rental Amount: \$ _____
 Sales & Use Tax (____ %): \$ _____
 Total Amount: \$ _____

Renter Print: _____ Date: ____/____/____
 Renter Signature: _____

I understand that the rental of the low speed vehicle is subject to the terms and conditions of the binding Low Speed Vehicle Agreement and I have read and understand it.

Initials _____

Additional Terms and Conditions

1. **Definitions:** For the purposes of this Agreement, the following terms are specifically defined:
 - a. **"ADDITIONAL AUTHORIZED DRIVER(S)"** (AAD(s)) means any individual in addition to Renter who is permitted by Owner to operate Vehicle. This includes individuals identified on Page 1 as ADDITIONAL AUTHORIZED DRIVER(S), and with the permission of Renter, includes Renter's spouse if that person is a licensed driver and satisfies the Owner's minimum age requirement.
 - b. **"OWNER"** means "OWNER OF VEHICLE" shown on the top of Page 1;
 - c. **"RENTAL PERIOD"** means the period between the time Renter takes possession of Vehicle until Vehicle is returned and checked in by Owner;
 - d. **"RENTER"** means the person, or entity identified on Page 1 as "RENTER";
 - e. **"VEHICLE"** means the "ORIGINAL VEHICLE" or any replacement vehicle(s).
2. **Ownership/Vehicle Condition/Warranty Exclusion:** Renter acknowledges that Vehicle is, by ownership, beneficial interest or lease, property of Owner, even if owned, registered or titled to a third party. Renter agrees Renter received Vehicle in good physical and mechanical condition. RENTER IS RENTING VEHICLE "AS IS" AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ITS OPERATION BEFORE LEAVING OWNER'S PREMISES. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THIS VEHICLE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Renter agrees to return Vehicle to Owner on or before return date stated on Page 1 or on Owner's demand and in same condition as received, ordinary wear and tear excepted. Renter agrees not to alter Vehicle. If Renter or AAD(s) determines Vehicle is unsafe, Renter or AAD(s) shall stop operating Vehicle and notify Owner immediately.
Payment by Renter. IF A CREDIT CARD OR DEBIT CARD HAS BEEN PRESENTED AS A MEANS OF DEPOSIT OR SECURITY, RENTER AUTHORIZES OWNER TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS AGREEMENT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. FOR A VEHICLE RENTED WITH CASH, CHECK OR MONEY ORDER DEPOSIT, ANY EXCESS DEPOSIT WILL BE REFUNDED BY CHECK ISSUED WITHIN 15 BUSINESS DAYS OF THE END OF RENTAL PERIOD. All charges are subject to final audit by Owner.
4. **Limits on Use and Termination of Right to Use.**
 - a. Renter agrees to the following limits on use:
 - (1) Vehicle shall not be driven by any person other than Renter, or AAD(s) without Owner's prior written consent.
 - (2) Vehicle shall not be used for transporting persons for hire (ex: taxi service); as a school bus; or for driver training.
 - (3) Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property.
 - (4) Vehicle shall not be used for any illegal purposes, in any illegal or reckless manner, in a race or speed contest, or to tow or push anything.
 - (5) Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside of the passenger compartment.
 - (6) Renter shall not remove any seats from Vehicle.
 - (7) Vehicle shall not be driven by any person impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
 - (8) Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jam, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and/or guidelines.
 - (9) Vehicle shall not be driven or taken outside of Dare or Currituck County, North Carolina.
 - (10) Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Owner, or who misrepresents or withholds facts to/from Owner material to rental use or operation of Vehicle.
 - (11) Renter shall not transfer or assign this Agreement and/or sublease Vehicle.
 - (12) Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
 - b. In the event of any violation of the limits of use or any other provisions of this Agreement, Owner automatically, without any further notice to Renter or AAD(s), terminates their right to use Vehicle and Owner retains any other rights and remedies provided by law. Owner has the right to seize Vehicle without legal process or notice to Renter or AAD(s). Renter and AAD(s) hereby waive all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Owner in returning Vehicle to the original rental office.
 - c. If Renter or AAD(s) continue to operate Vehicle after the right to do so is terminated, Owner has the right to notify police Vehicle has been embezzled. Renter or AAD(s) hereby release and discharge Owner from and indemnify, defend and hold Owner harmless against any liability arising from such notice.
5. **Accidents:** Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Renter and AAD(s) must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Renter and AAD(s) shall cooperate fully with Owner and its representatives.
6. **Damage to, Loss or Theft of, Vehicle and Related Costs:** Subject to any limitations in North Carolina law, Renter accepts responsibility and shall pay Owner, on demand, for:
 - a. All collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of Vehicle.
 - b. Theft of Vehicle or damages resulting from the theft of Vehicle if Renter or AAD(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter is responsible for the cost of repair up to the fair market value of Vehicle.
 - c. The first \$500 of vandalism damages that are not a direct result of the actual theft of Vehicle.
 - d. Towing, storage or impound fees.
 - e. Lost rental value of Vehicle if loss is the fault of Renter.
If Renter is responsible for damages as outlined above, and if Renter returns Vehicle during non-business hours or to any place other than the office where Vehicle was rented, damages as outlined above occurring prior to any employee of Owner checking in Vehicle are Renter's responsibility. Renter shall not have Vehicle repaired without permission from Owner.
7. **Indemnification by Renter:** Renter shall defend, indemnify and hold Owner harmless for all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by Owner in any manner from this rental transaction, or from the use of Vehicle by any person, including claims of, or liabilities to, third parties. Renter may present a claim to Renter's insurance carrier for such events or losses; but in any event, Renter shall have final responsibility to Owner for all such losses.
8. **Personal Injury Protection and Uninsured/Underinsured Motorist Protection:** Owner does not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protections (UM/UIM) through this Agreement. If Owner is required by law to provide PIP and/or UM/UIM, Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/UIM limits in excess of the minimum limits required by law.
9. **Personal Property:** Owner is not responsible for any damage to, loss or theft of, any personal property, whether the damage or theft occurs during or after termination of the rental regardless of fault or negligence. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises.
10. **Power of Attorney:** Renter hereby grants and appoints to Owner a Limited Power of Attorney:
 - a. To present insurance claims of any type to Renter's insurance carrier and/or credit card company if:
 - i. Vehicle is damaged, lost or stolen during the Rental Period, and if Renter fails to pay for any damages; or
 - ii. Any liability claims against Owner arise in connection with this rental transaction and Renter fails to defend, indemnify and hold Owner harmless from such claims.
 - b. To endorse Renter's name to entitle Owner to receive insurance, credit car and/or debit card payments directly for any such claims, damages, liabilities or rental charges.
11. **Severability:** If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.
12. **Limitation of Remedy/No Consequential Damages:** If Owner breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter or AAD(s) and if Owner is liable under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter and AAD(s) and Renter's and AAD(s)' sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the period in which Renter and AAD(s) did not have use of Vehicle or substitute Vehicle. **RENTER AND AAD(S) WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER OR AAD(S). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER OR AAD(S).**
13. **NOTICE ABOUT RENTER'S FINANCIAL RESPONSIBILITY:**
Renter is responsible for all collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of Vehicle, administrative fees, towing, storage, and impound fees. Renter is responsible for the first \$500 of vandalism that is not a direct result of the actual theft of Vehicle. Renter will be responsible for theft of Vehicle or damages resulting from the theft of Vehicle if Renter or AAD(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter's own insurance, or the issuer of the credit card used to pay for the car rental transaction, may cover all or part of Renter's financial responsibility for Vehicle. Renter should check with Renter's insurance company, or credit card issuer, to find out about Renter's coverage and the amount of the deductible, if any, for which Renter may be liable. Further, if Renter uses a credit card that provides coverage for Renter's potential liability, Renter should check with the issuer to determine if Renter must first exhaust the coverage limits of Renter's own insurance before the credit card coverage applies.
14. **Release of Information to Third Parties:** Renter agrees Owner may, and Renter expressly authorizes Owner, to provide information in Owner's possession about Renter and AAD(s), including but not limited to such driver's name, address and driver's license information to: applicable authorities, where solicited, and/or applicable authorities or other third parties, in connection with Owner's enforcement of its rights under this Agreement.
15. **Choice of Law:** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State of North Carolina.