

Golf Cart (LSV) Loaner Agreement

LSB plate # _____

1210 North Shore Drive, Sunset Beach NC

Loaner Period: Begin: _____ End: _____

Guest Name: _____

Address: _____

Phone #: _____

Driver's License State and # _____

Auto Insurance Carrier & Policy #: _____

TERMS AND CONDITIONS

Lessee must initial each line to indicate he/she has read and accepts the terms and conditions of this agreement and sign and date.

The term "lessee" refers to the principle responsible renter of 1210 North Shore Dr. during the duration of this agreement.

The term "lessor" refers to the owner of the LSV Plate# _____

The term "golf cart" and "LSV refers to a Street Legal Golf Cart NC License Plate# _____

1. ___ The Lessee agrees that only drivers with a valid driver's license and 21 years or older will operate the golf cart.
 2. ___ The Lessee agrees to operate the golf cart according to all NC State and Town of Sunset Beach Laws and regulations that govern the use of Low-Speed Vehicles (LSVs) on town and state roads such as but not limited to speed and parking.
 3. ___ The Lessee agrees that the golf cart will only be used on Sunset Beach Island and that it **will never** be used to cross the bridge to the mainland or operate on the Causeway leading to the bridge.
 4. ___ The Lessee assumes all liability for any injury, death and property damage resulting directly or indirectly from the operation, use, or possession of the LSV always before the LSV is returned to the lessor and agrees to hold the Lessor and Sunset Properties Inc. harmless from any claim arising there from.
 5. ___ The Lessee assumes all risk of vehicle damage, loss, or theft, partial or complete from any cause. The Lessee will pay the cost of all repairs and/or replacement parts. If the LSV is lost, stolen or destroyed the Lessee will notify the Lessor/Sunset Properties immediately.
 6. ___ The Lessee acknowledges that the operation of an LSV in traffic and in the proximity of other vehicles is inherently dangerous. The Lessee expressly assumes the risk of death and injury resulting from the operation of the LSV and releases the Lessor and Sunset Properties Inc. from any future claims for compensation of any kind of amount brought by the Lessee or his/her heirs, successors, representatives or assigns.
 7. ___ **No refund.** If the LSV fails to operate properly. The Lessee will notify the Lessor and Sunset Properties Inc. who agree to have the vehicle serviced **ASAP** and brought back to operable condition as soon as it can be. Lessee acknowledges that it may not be able to be repaired during their stay. No refund will be issued based on failure of the LSV.
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8. ___Insurance: The Lessee understands and acknowledges that NC State Law does require the operator or the LSV to have insurance which covers all drivers. The Street Legal golf cart does have liability insurance coverage on it for the Lessor. The Lessee further acknowledges that there is no insurance coverage provided by the Lessor or Sunset Properties to cover the Lessee, or any other person riding in the LSV covered by this agreement. The Lessee further agrees to hold the Lessor and it's agents, harmless for any damage or injuries which Lessee may sustain incident to the operation of the Lessors LSV.
9. ___Indemnification: Lessee agrees to indemnify and save the Lessor and Sunset Properties Inc. harmless against all claims and liability of any kind or nature not otherwise covered herein and all costs and expenses including reasonable attorney fees incurred in connection therewith related to or arising from the possession use and maintenance, condition, or operation of the LSV.
10. ___The Lessee agrees to allow the Lessor to pay for whatever repair costs are needed from the security deposit/damage waiver/insurance to repair any damages. Should the repairs not be determinable at the time of the inspection the Lessee agrees to allow the Lessor to establish repair costs within one week following the end of the rental period. The Lessee further agrees that if the repair costs exceed the amount of the deposit/damage waiver that the Lessee will pay for the additional charges.

I, _____ hereby agree to these terms and will abide by the conditions set forth in this agreement and will ensure that all drivers do also.

Date: _____

1210 ENS SeaSiders Kayak Loaner Agreement

Assumption of Risk, Release and Indemnity Agreement for the use of Kayaks

Guest Name: _____

Address: _____

Stay Dates: Arrival: _____ Departure: _____

Terms: "Kayaks" refer to 2 Kayaks.

"I" refers to the guests named above.

Guests must initial 1 and 2 and then sign, date, and print name below.

1. **Assumption of Risk:** I understand that the use of the kayaks which I (or my child) will engage on the water surrounding Sunset Beach involves inherent and other risks. These risks include but are not limited to drowning or other complications associated with submersion in water, falling into water, colliding with objects in the water or other watercraft and falling when entering or exiting the kayaks. I understand that these activities are strenuous and require a certain degree of physical conditioning and maturity and skill. I acknowledge that I am solely responsible for determining me or my child's suitability to participate in kayaking. I choose to voluntarily participate or allow my child to participate despite the risks and I assume all inherent and other risks and accept responsibility for any property damage and loss and for any personal injury, illness, disability, emotional distress, and death that I or my child may suffer, whether described in this document or not.
2. **Waiver and Release and Indemnification:** I and on behalf of my child agree to forever release and discharge Greg and Karen Siders as well as Sunset Properties Inc. from all liability and agree not to sue either party if I or my child sustain any property damage and loss, personal injury, emotional distress, illness, disability, or death related to our use of the kayaks. In addition, I agree to defend, indemnify, and hold the Owners and Sunset Properties, Inc. harmless from all claims and liability of any kind or nature, now or in the future and all costs and expenses including legal fees incurred in connection thereof.

I have read this agreement and understand its contents and signed it voluntarily. In addition, I agree to the rules below:

- All users agree to be respectful of other people on the waterway and to not put themselves in the way of other-kayakers, paddleboaters, jet skis or motorboats.
- All users will not use the kayaks in a way that will damage them and will be responsible for any damage or loss. This includes damage to the kayaks, paddles, life preservers etc. The guest named above agrees to notify Sunset Properties ASAP of any damage, loss or injury.
- Users will always use life preservers when using kayaks. Two S/M adult life preservers are provided. It is up to the user to obtain larger or smaller preservers for larger or smaller adults.

Accepted by:

Print Name: _____

Signature: _____

1210 East Northshore Bicycle Loaner Agreement

As an amenity for our renters, we are providing 5 bicycles.

The Guest agrees to the terms of this agreement by initialing each rule and agrees to abide by the rules listed.

1. The Owner/Sunset Properties accept no responsibility for the use of the bicycles for any damage or injury that may occur resulting from the use of the bicycles by the renter or their families during their stay at 1210 North Shore Drive. The renters acknowledge that they are fully responsible for any damage to the property or personal injury. _____
2. Bicycles are for the sole use of the renter signing this agreement and their family staying at 1210 ENS Dr. Bicycles will not be loaned to others that are not guests @ 1210 ENS. _____
3. Renters signing this agreement will be responsible for any damage occurring during their use and agree to repair or pay for the repair to bicycles including replacement in the event that they are lost during the use of the property. _____
4. Bicycles will be returned to 1210 ENS Dr. at the end of each day and will be kept in the storage area or safely secured at the property. _____
5. Bicycles will be used in a safe and courteous manner. _____
6. Bicycles are for the use on the island of Sunset Beach exclusively, and will not be taken off the island or over the bridge at any time. _____
7. If the prior weeks guest has damaged a bike. The owner/Sunset Properties will make every effort to rectify the situation but refunds will not be given. They cannot guarantee repair by the end of your stay due to availability of third party vendors for repair. _____