A DIVISION OF C.J. McDONALD CO. LTD
29 ADVANCE RD, TORONTO, ON M8Z 2S6
OFFICE: 416-236-1001
SARAH (TEXT ONLY): 416-888-0968
ALBIONGOLFCARS.COM

Caledon Equestrian Park - Golf Cart Rental Form 2020

In consideration of the terms and conditions set forth herein, customer named below, ("Customer") and and Albion Golf Cars ("Vendor") hereby agree as follows:

CONTACT INFORMATION (CUSTOMER OPERATING GOLF CART MUST PICK-UP)	
FULL NAME:	DRIVERS LICENSE #:
CELL PHONE #:	EMAIL:

EMG + DRESSAGE SHOWS: **4-passenger ONLY:** 1-3 days $90/day | 4+ days $80/day

TRILLIUM SHOWS (Trillium at Palgrave, ZONES, CHAMPIONSHIPS):

2-passenger: 1-3 days: $80/day | 4+ days: $70/day ~ **4-passenger:** 1-3 days: $90/day | 4+ days: $80/day

6-passenger: 1-3 days: $95/day | 4+ days: $85/day

Please note: You will be charged from the date you pick-up the cart to the date you return it

RESERVATION REQUIRED Carts available while quantites last. We will try our best to accommodate everyone while abiding by CEP regulations

TYPE OF CART	PICK-UP DATE	RETURN DATE	TOTAL

CREDIT CARD NUMBER: _____

EXPIRY: _____ SECURITY #: _____

CARDHOLDER NAME: _____

SUBTOTAL:	
HST 13%:	
TOTAL:	

SIGNATURE: _____ DATE: _____

PAYMENT BY E-TRANSFER ALSO ACCEPTED; PLEASE EMAIL SARAH FOR DETAILS: SARAH@ALBIONGOLFCARS.COM

TERMS & CONDITIONS OF RENTAL AGREEMENT - PLEASE READ CAREFULLY

· Vendor (Albion) presents all rental vehicles as in good working order at delivery. Vehicles are used golf cars and customer can accept the vehicle 'as is', 'with all the faults' condition, without any warranty or representation, either express or implied, as to merchantability or the fitness of the car(s) for any particular purpose. **Customer assumes all responsibility for and all risk of loss, damage or injury, including death that may occur to the undersigned in connection with the use of any car(s) during the rental period.**

· Customer hereby releases Vendor and shall indemnify, defend and save Vendor harmless from any/all liability, loss, damage, expense, causes of action, attorney's fees, suits, claims or judgments, whether in law or equity arising from any injury to a person(s) or property resulting from or based on the actual or alleged use, operation, delivery, or transportation of any or all of the car(s) below. Customer must at their own expense defend and any all suits, which may be brought against Vendor, either alone or in conjunction with others, upon, said liability or claim(s). Customer shall pay, satisfy and discharge any and all judgments or fines that may be covered against Vendor in any such action.

· **Customer will provide, at their own expense, their own insurance to cover and said liability claims by any person(s), operator(s), or passenger(s) in amounts and against risks including public liability, loss, theft, damage, fire, destruction or vandalism acceptable to Vendor.** In any event **Vendor will not be liable for damage**, whether direct, incidental, special or consequential in excess of the leasing fee by Customer, whether or not Vendor has knowledge that such damage might be incurred, including, but not limited to, loss of income or profits. Vendor to be named as additional insured in insurance policy. Customer to provide proof of insurance to vendor upon request.

· **Customer is responsible and agrees to pay for any and all damages to or theft of the car(s) up to the value of the car(s) or $10,000 per golf car.** Customer shall report theft, accidents or damage to the car immediately to Vendor. Customer will pay for and said damages to or theft of the car(s) leased under this agreement by the credit card identified below. Customer may not assign its rights under this Agreement.

· **All drivers MUST be of legal driving age in the Province of Ontario and possess a valid driver's license**. **Park operators are authorized to confiscate vehicle immediately without refund for anyone without a valid G2/G license.** Car can only be used for what it is designed for. Do not attempt to tamper with or alter speed of the golf car. Remove the key and secure car when not in use with lock and cable provided. **One key fits all cars owned or leased by Vendor.** Customer acknowledges that he/she has the right to inspect the car(s) and that the same are in good condition. For all purposes of this Agreement, acceptance of the car(s) and the condition thereof shall be conclusively established by Customer's taking possession of the car(s). Once the car(s) leave the possession of the vendor, Customer assumes the entire risk of loss, theft, damage or destruction to the car(s) from any cause whatsoever.

· **Customer must return cart to the exact location and manner at which it was found; Abandoned carts, unlocked locks or any other misconduct is subject to a financial penalty at Vendors discretion**

· No alteration or amendment hereof shall be binding on either party unless reduced to writing and signed by the party against whom such alteration or amendment is asserted. The validity in whole or in part of any of the terms of the agreement shall not affect the validity of any other term and all remedies available to either party for breach of contract are cumulative and may be exercised concurrently or separately. This Agreement shall be governed by and constructed in accordance with the laws of the Province of Ontario

· In event of any legal action including arbitration proceedings, or collection efforts seeking enforcement of the Agreement, Vendor shall be entitled to recover all collection fees, attorney's fees and cost of such proceedings from Customer, Whether litigation is pursued or not.

· All golf cart rentals are non-refundable under any circumstances unless otherwise discussed with Vendor

· Valid credit card required. You hereby irrevocably authorize Vendor to charge your credit card for any amounts due Vendor under this Agreement, including any amounts due for damage to or theft or loss of a car under this agreement.

PLEASE READ CAREFULLY: SIGN AND SEND A LEGIBLE SCAN/PHOTO OF FORM TO SARAH BY EMAIL sarah@albiongolfcars.com OR TEXT 416-888-0968 TO INDICATE YOUR UNDERSTANDING OF THE ABOVE REGULATIONS AND AGREEMENT. WE NO LONGER ACCEPT FORM BY FAX

_____ NAME (PLEASE PRINT)

_____ SIGNATURE