

HIGHLAND GOLF CARS
1260 W. North Temple
Salt Lake City, Utah 84116
Ph: 801-322-4653 Fax: 801-328-9311

MILLER MOTORSPORTS PARK CART RENTAL AGREEMENT

Highland Golf Cars is the provider of rental golf carts for the Miller Motorsports Park race events. If you desire to rent a cart(s) for an event, please provide your information as indicated in the six steps below, then sign and fax to **801-328-9311**.

Billing Address: _____

 Phone #'s: _____

**date this agreement is
 received by Highland Golf
 Cars**

STEP 2 - INDICATE EVENT:

Typical rentals are Wednesday - Sunday

**STEP 3 - INDICATE YOUR PICKUP DATE AND
 RETURN DATE: circle both**

	MAY 29-31 HANNspree FIM Superbike	May	wed 26	Thurs 27	Fri 28	Sat 29	Sun/Mon
	JUNE 26-27 Lucas Oil Off-Road Series	June	Wed 23	Thurs 24	Fri 25	Sat 26	Sun 27
	July 10-11 American Le Mans Series (Utah Grand Prix)	July	Wed 7	Thurs 8	Fri 9	Sat 10	Sun 11
	Sept. 11-12 Grand-Am Rolex Sports/ NASCAR	Sept	Wed 8	Thurs 9	Fri 10	Sat 11	Sun 12
	Sept. 25-26 National Auto Sports Association (NASA)	Sept	Wed 22	Thurs 23	Fri 24	Sat 25	Sun 26
	If interested in race not listed write information below.						

STEP 4 - INDICATE QUANTITY AND TYPE: Carts are rented for the event. Daily rental available based on availability.

Qty.	Cart Rental Type	Rate
2	Passenger Golf Cart	\$ 325
4	Passenger Golf Cart (subject to availability)	\$ 425
2	Passenger with Utility Bed (subject to availability)	\$ 375

**Note: Hours of operation may vary. Please
 call for details**

- Payments will be made with your credit card at the time you pick up your rental cart.
- Rental carts can be picked up at the Highland Golf Cars Team Garage on site...Just follow the signs.
- All rentals will be given "first come, first served" and based on availability
- Carts will be provided with a full tank of gas. Additional fuel will be renter's responsibility

STEP 5 - SIGN BELOW AND FAX TO: 801-328-9311

Or e-mail wylee@highlandgolf.net

CART RETURN:

- Carts to be returned to garage area at west end of paddock. Please remove all personal items and trash.
- Carts not returned to Rental site are subject to additional fees.

I have read and agreed to all the terms and conditions indicated below on this rental contract. I acknowledge receipt of the equipment rented, in good order, being given proper instructions and a copy of this rental agreement. If other than renter, signer represents that he is an agent of, and authorized.

 Renter's Signature

 Renter's Printed Name

When complete, fax signed copy to Highland Golf Cars at 801-328-9311

Terms and Conditions:

1. Renter assumes all responsibility for equipment while out of possession of Highland, and promises to return such equipment to Highland in as good condition as it was at the effective date of the rental agreement, reasonable wear from reasonable use expected. Renter shall be liable for any loss, theft, damage, or destruction of rental property from any cause whatsoever, including but not limited to any act or omission of Highland.
2. All equipment are used at Renter's risk and Highland assumes no responsibility to any person, including Renter, for the rented property or the use thereof while said property is not in possession of Highland.
3. WARRANTIES. There are no warranties of merchantability or fitness, either expressed or implied. There is no warranty that equipment is suited for customer intended use, or that it is free of defects.
4. 'THE RENTAL PERIOD.
 - a. The rental period shall include all time consumed in transporting the equipment. The rental period shall be measured from the date and time of delivery of the equipment by or to Renter or to a carrier from transit to the Renter, to and including the date such equipment is delivered to Highland at Highlands unloading point.
 - b. TIME OF RETURN. Customer's right to possession terminates on the expiration of the rental period and retention of possession after this time constitutes a material breach of this contract. Time is the essence of this contract. Any extension must be mutually agreed upon in writing.
 - c. LATE RETURN. Renter agrees to return the rented goods upon termination of the rental period. If not timely returned, the Renter shall pay for all additional charges.
5. DETERMINATION OF CHARGES. The Renter shall pay rent for the entire period during which he retains possession and control of each article of equipment listed on reverse side hereof at the same rate thereon stipulated and in accordance with the following:
 - a. Daily rates shall not be subject to any deductions for any non-working time of the day and shall be paid for each calendar day in the month. Daily and weekly rates stipulated on the equipment on the reverse side.
 - b. The Renter also agrees to pay all taxes assessed against said personal property.
6. PAYMENT. All rentals are COD and checks will be made payable to Highland Golf Company. A FINANCE CHARGE OF 1.5% PER MONTH (which is 18% per annum) will be charged on the unpaid balance of past due accounts. Renter agrees on the unpaid balance of past due accounts. Renter agrees to pay a reasonable attorney's fee and cost of collection after default and referral to any attorney.
7. GUARANTEE. The signer of this contract personally guarantees payment of all rental charges incurred.
8. MAINTENANCE AND OPERATION. The equipment shall be returned to Highland in as good of operating condition as when rented, excepting for reasonable wear and tear.
 - a. Renter will maintain proper oil level at all times.
 - b. Renter is responsible for all tire repair and damage.
9. DAMAGED EQUIPMENT. If the equipment is returned in a damaged or excessively worn condition, Renter shall pay Highland the reasonable cost of repair and pay rental on the equipment at one half the regular rental rate until repairs have been completed. Highland shall be under no obligation to commence repair work until Renter has paid. Therefore reasonable wear and tear shall mean only normal deterioration and shall not include any deterioration caused by:
 - a. Lack of daily maintenance
 - b. Improper operation of the equipment;
 - c. Overloading or exceeding the rate capacity of the equipment
 - d. Collision.
10. RECALLING AND RETURNING NOTICE. Highland may recall any or all equipment upon 24 hours written notice to the Renter, and the Renter may return any or all equipment upon like notice to the Highland.
11. LIABILITY OF RENTER. Liability for injury, disability, and the death of workman and/or any other persons caused by or In conjunction with the operation, handling or transportation of the equipment during the period, shall be assumed by the Renter, and he shall indemnify Highland against all loss, expense, and penalty arising from any action on account of damage to property occasioned by the operation, handling or transportation of any equipment during the period.
12. COMPLIANCE WITH LAW AND SAFETY REGJLATIONS. As Highland has no control over the use of the equipment by Renter, Renter agrees at its sole expense to comply with all laws and regulations, including the Occupational Safety and Health Administration Act of 1970 (OSHA) and all other Federal, State, and local laws, regulations, ordinances, which may affect the equipment while it is in the possession of Renter. Highland is not responsible for any liability or expense resulting from any actual or asserted violations of such laws, regulations and ordinances.
13. TITLE. Title to the equipment shall at all times vest in the Highland unless transferred to the Renter through sale. The Renter shall give Highland immediate notice in writing in case any equipment is levied upon or from any cause becomes liable to seizure.
14. TERMINATION OF AGREEMENT. Should the Renter defer any payment more than thirty (30) days, or become bankrupt, or fail to maintain and operate or to return the equipment as provided by this rental agreement or violate any provision thereof, the Highland may, allot 24 hour notice, terminate this rental agreement, take possession of the equipment without becoming liable for trespass and recover all monies due, full damages for injury to , and all expenses incurred in returning the equipment.
15. TRANSPORTATION COSTS. All transportation costs will be borne by the Renter. The responsibility for the equipment from the time it leaves the Highland's place of business until it returns, including all costs of transportation, loading and unloading, are the Renters, unless otherwise specified on the opposite side of this rental agreement.
16. MISCELLANEOUS:
 - a. If any words, phrases, clause, sentence, or paragraph of this rental agreement is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this rental agreement or of any other portion thereof.
 - b. This contract is executed and shall be interpreted in accordance with the laws of the State of Utah.
 - c. When returning the equipment covered by this contract, Renter shall return the same to an authorized representative of Highland
 - d. Highland shall have the right at any time to enter the premises occupied by the equipment without liability and shall be given free access thereto and afforded necessary facilities for the purposes of inspection.

UTAH'S RETURN CHECKS LAW. This law allows the hold of a check, draft or order which has been dishonored to give written or verbal notice thereof to the person making, drawing, signing or issuing a check, draft, or order to impose a service charge not to exceed \$25.00 in addition to interest on the amount of the check, all court costs, and reasonable attorney's fees. Management policy of this business is to prosecute fully under the provisions of the new law. Utah code annotated title 7-15-1, 7-15-3 as amended by Chapter 15, Laws of Utah, 1977.

UTAH CRIMINAL CODE 76-6-410(b). Theft by person having custody of property pursuant to repair or rental agreement. A person is guilty of theft if: having custody of any property pursuant to a rental or rental agreement where it is to be returned in a specific manner or at a specific time, intentionally fails to comply with the terms of the rental agreement concerning return as to render such failure a gross deviation from the agreement.