

LOW SPEED VEHICLE AGREEMENT

In consideration for the rent of the low speed vehicle (LSV) provided by Barton Heritage LLC, trading as Sandbridge Beach Buggies, I, _____ expressly agree to the following terms and conditions.

1. I acknowledge that I have been instructed in and am familiar with the operation and use of said low speed vehicle, have read and understand the "Low speed vehicle Information Sheet" and any other instructions provided to me regarding use and operation of the low speed vehicle and agree to operate the low speed vehicle in accordance with said instructions. If I have any questions or concerns about operation of the low speed vehicle, its safety or mechanical condition, I agree to promptly notify Sandbridge Beach Buggies at the following number: 757 777 7068. I agree to examine and inspect the safety and mechanical conditions of the LSV before each use and will promptly report any concerns or problems before driving the vehicle.

2. I understand that operation of the low speed vehicle is subject to the same laws and regulations that pertain to operation of motor vehicles in the State of Virginia and agree that the low speed vehicle will be operated in accordance with these laws and the local laws of Virginia Beach, Virginia. This includes, but is not limited to, the requirement that anyone driving the low speed 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 or any other operators of the low speed 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 or older and possess a valid drivers license shall be permitted to drive the LSV. I further agree that the maximum occupancy of the low speed vehicle is six persons, including children.

3. I understand that Sandbridge Beach Buggies requires the operator to have appropriate insurance coverage for the LSV to cover any damages or injuries caused to the person or property of myself or others as a result of the operation of the low speed vehicle by myself or other permissive users, 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.

X _____
Initials

Agreement # _____ (office use)

4. I will operate the low speed 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 low speed vehicle. I understand that I am also responsible for any loss or damage caused to the low speed vehicle itself. I agree to promptly pay, indemnify and hold Sandbridge Beach Buggies harmless from any and all damages, claims or demands of any nature whatsoever that may arise from the use of the LSV during the time of my rental period and/or possession of the low speed vehicle, including, but not limited to, claims for personal injury, property damage, damage to the LSV 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 Sandbridge Buggies 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 Sandbridge Beach Buggies in this regard, and interest from the date of breach at the rate of eight (8) per centum per annum.

5. I understand and agree that the low speed 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. Should the low speed vehicle become inoperable through no fault of mine, Sandbridge Beach Buggies will take reasonable steps to have the vehicle repaired and if unable to do so, will provide a replacement vehicle or issue a refund towards the unused rent agreement at the sole discretion of Sandbridge Beach Buggies

6. In the event that I violate any of the conditions referenced above, I understand and agree that further use of the low speed vehicle may be revoked immediately and without notice and that Sandbridge Beach Buggies may repossess the low speed 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.

X _____
Signature

Date

X _____
Print Name

Drivers License# _____

State _____