

## Golf Cart Space Rental Agreement

**1. Identity:**

Rapid City Parks and Recreation Department, Golf Division (City) hereby agrees to accept for storage to its Golf Cart Barn from (Golfer) \_\_\_\_\_ one Golf Cart described as:  
Gas Electric (Circle one) powered.  
Canopy? \_\_\_\_\_ Color: \_\_\_\_\_

**2. Access to Cart:**

Golfer is allowed access to the Golf Cart in the Golf Cart Barn during normal hours of operation of the Golf Course. No Access is allowed after the Golf Course closes.

**3. Charges:**

Golfer agrees to pay the sum of \_\_\_\_\_ per year as rental charge. All payments are due on the date agreement is signed. Rentals for less than a year shall be prorated for that year.

**4. Duration:**

This agreement shall start on \_\_\_\_\_ and end on \_\_\_\_\_. Either party may terminate this agreement with 30 days written notice to the other party.

**5. Limitation of Liability:**

- (a) The City shall not be liable for any loss or damage to the Golf Cart/or accessories.
- (b) Stored Golf Carts are not insured by the City against loss or damage. It is the responsibility of the Golfer to maintain insurance for liability and loss.
- (c) In no event shall the City be liable for any consequential or incidental damages.

**6. Lien:**

The City shall have a lien on all stored materials for charges and advances made under this Agreement. All expenses incurred in collecting charges and advances which are in arrears, including reasonable attorney fees, shall be added to the arrears.

**7. Non-payment:**

If the Golfer fails to pay the charges of the City for a period of thirty (30) days, the City, after giving ten days' notice by certified or registered mail, at its option, may:

- (a). Refuse access to the Golfer;
- (b). Remove the golf cart and accessories to a secured location;
- (c). Sell any or all of the golf cart and accessories at a public or private sale and apply the proceeds thereof to the arrears; and/or
- (d). In the event the City takes any actions pursuant to this section, it shall have no liability to the Golfer or anyone claiming by or through the Golfer. Nothing herein shall preclude the City from pursuing other remedies existing by statute or otherwise.

**8. Addresses:**

Any notice made pursuant to this Agreement may be sent to the addresses contained herein, unless a written change of address has been received.

**9. Title Warranty:**

The Golfer warrants that \_\_\_\_\_ is the owner or legal custodian of the Golf Cart and accessories and has full authority to store said items in terms of this agreement. In the event that the City should be made a party in any litigation by reason of having possession of the golf cart and/or accessories, the Golfer agrees to fully defend, indemnify and hold the City harmless from any and all liability which may result from said possession and to pay all costs and attorney's fees incurred in connection therewith.

**10. Indemnification:**

The Golfer agrees to fully defend, indemnify and hold harmless the City, its officers, employees and agents for any liability, cost or expenses, including reasonable attorneys' fees that the City may suffer or incur as a result of claims, demands, costs or judgments against it arising out of the relations with the Golfer or third parties pursuant to this Agreement.

**11. Restricted Items:**

The Golfer shall not, at anytime, store anything other than a golf cart and accessories. The Golfer furthers agrees not to store narcotics or materials considered to be highly flammable, explosive, toxic, radio-active, organic material which may attract vermin or insects other materials which are otherwise illegal, dangerous, and unsafe to store or handle in a closed area. The City may remove any and all such materials found without notice to the Golfer.

**12. Modification/Assignment:**

This agreement binds the heir's, executors, administrators, successors and assigns of the respective parties and cannot be changed orally. This agreement constitutes the entire agreement of the parties and no oral promises or inducements are a part of this agreement, unless in writing contained herein. This Agreement may not be assigned by either party without written consent of the other party, which shall not be unreasonably withheld or delayed.

**13. Operation of the Golf Cart:**

Golfer agrees to maintain the Golf Cart in good working order, not allowing any mechanical operation to interfere with the quiet enjoyment of the other golfers and not allow the golf cart to produce or spew fluids, noxious odors, or excessive noise. Golfer further agrees to not operate or allow anybody to operate the golf cart in a reckless, careless or dangerous method on City property. Golfer further agrees to abide by Course rules as to the area of operation of the golf cart and observe all signs and directions as to operation of the golf cart. Golfer will only use the space assigned in the Golf Cart Barn and will park it properly within the space.

**14. Sufficient Consideration:**

Golfer agrees that the City, in leasing the above-described space, has given sufficient good and valuable consideration for all of the Golfer's obligations set forth in this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Rapid City Parks and Recreation

Golfer

By \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone number \_\_\_\_\_

Barn # \_\_\_\_\_

Space # \_\_\_\_\_