

## Rental Policies

### Golf Car Rental Contract, Terms, and Conditions

**This, along with the accompanying documents constitute a legal and binding contract. Please take the time to read each document and each provision within.**

**1. The Rental Agreement.** This Golf Car Rental Contract, Terms, and Conditions, along with the Golf Car Information Sheet, and corresponding invoice constitute the “**Rental Agreement**” between you and Aggieland Golf Cars.

**2. Party Identifiers.** The terms “**you**”, “**your**”, and “**Lessee**” as used throughout this Golf Car Rental Terms and Conditions refer to the entity renting the golf car and as identified in the Rental Contract, and when applicable its employees, agents, representatives, officers, directors, affiliated companies, insurers, underwriters, lawyers, and each of their employees, agents, and representatives. The terms “**we**”, “**our**”, “**us**”, and “**Lessor**” as used throughout this Golf Car Rental Terms and Conditions refer to Aggieland Golf Cars as identified above, and when applicable its employees, agents, representatives, officers, directors, affiliated companies, insurers, underwriters, lawyers, and each of their employees, agents, and representatives.

**3. Meaning of Golf Car.** The word “**golf car**” as used throughout the Rental Agreement means the entirety of the vehicle or vehicles rented to you and includes, but is not limited to, tires, tools, keys, chargers, equipment, included and optional accessories, speakers, plates, documents, and any other products or property provided by us with the golf car unless otherwise explicitly specified in the Rental Agreement. The word “golf car” as used in the Rental Agreement, though used in the singular form includes multiple golf cars, if applicable.

**4. Your Rental.** You agree to rent from Aggieland Golf Cars the golf car described in the rental contract invoice, and, if applicable, on any attachment hereto. This includes any units added to the contract invoice at any time leading up to the rental period, or during the rental period.

Your rental is solely a transfer of possession, and not of ownership. You agree to the terms in the Rental Agreement provided any such term is not prohibited by the law of a jurisdiction covering this rental, in which case such law controls.

**5. Rental Period.** You agree that you are only allowed to rent the golf car(s) during the rental period listed in the rental order and contract, attached to this agreement. If an extension is requested and approved, the terms of this agreement will be enforced for the duration of the agreed upon additional dates.

("Rental Period"). You agree that you will return the golf car to us at the end of the Rental Period per paragraphs 6 and 7 below.

**6. Return of the Golf Car.** You agree to return the golf car to us in the same condition you received it, ordinary wear and tear excepted, before or on the expiration of the Rental Period as stated above in paragraph 5. You must return it sooner on our demand. **If you return it later, you will be charged a one-time late return fee of \$100, and for each day it is not returned, you will be charged the daily rental fee for the golf car plus a 20% markup.** If you return the golf car early, you will still be charged the full amount, unless we agree otherwise in writing.

You may not return the golf car outside of the return location's operating hours unless specifically allowed in writing. If you do, your responsibility for damage to or loss of the golf car will continue and all charges for continued rental will continue to accrue until the return location reopens and we process the return of the golf car. If you wish to extend any rental, you must contact us to request the extension before your return date. We may or may not grant an extension or decline to grant it for the entire period you request, in our sole discretion. If you do not return the golf car to the location specified in the Rental Agreement, as and when required under the Rental Agreement, you may be subject to criminal penalties. If we do grant an extension, a different or higher rate may be applied to the extension period and a service fee may also apply.

If your golf car is gas powered, you will return it to us with the gas tank filled. If you do not return the golf car with the gas tank filled, you acknowledge and agree we are allowed to, and we will, **charge you a one-time charge of \$25** to refill the golf car with gas. If the one-time charge of \$25 does not cover the cost of filling the golf car's gas tank, we will **charge you \$4.00 per gallon of gas or the cost of gas, whichever is more,** until the golf car's gas tank is full. You will not be refunded any amount not used from the \$25 one-time charge filling the golf car gas tank.

You acknowledge and agree that we are allowed to apply the charges in this paragraph to any credit or debit card we have on file for you.

**7. Where You Will Return the Golf Car.** The golf car must be returned to Aggieland Golf Cars, 17813 State Highway 6 South, College Station, Texas 77845, unless you and we agree that we will deliver and pick up the golf car.

If you have us deliver and pick up the golf car, you must provide us the location of the pickup prior to your Rental Period beginning and we must agree it will be in an easy to access location and you are still bound by all other obligations set forth in paragraph 6 above, including, but not limited to, returning the golf car with a full tank of gas.

**8. Rental Charge.** For the rental of the golf car, services we may provide, and in consideration of covenants, promises, and obligations set forth in this Rental Agreement, you will pay us the amount indicated in the attached contract invoice to this agreement. If any changes are made, this must be done in writing, and the same obligations set forth in this Rental Agreement will apply to the updated charges.

("Rental Charge"). A more detailed breakdown of this amount is shown in the corresponding invoice. The above amount does not include any additional fees, charges, penalties, fines, or other amounts you may owe under other provisions of this Rental Agreement.

**9. Who May Drive The Golf Car.** You represent and agree that you are a capable and validly licensed driver and will remain a capable and a validly licensed driver throughout the term of your rental. You agree that we have the right to verify that your license has been validly issued and is in good standing (not suspended, revoked, or otherwise restricted in any way) as a condition precedent to each rental. You will allow us to make a photocopy copy of your driver's license prior to you taking possession of the golf car. You agree we may in our sole discretion refuse to rent to you if your license is not in good standing. We reserve the right to deny rentals based upon: (1) information about your license status; (2) authenticity of your driver's license or other credentials; (3) the inability to verify your identity or payment methods; or (4) any other information received from any other source in the business of validating an identity or the driver's license credential that we believe to be reliable.

You further represent and agree that, except where otherwise specifically authorized by applicable law, only you or a person older than 18 years of age with a current and valid driver's license, and with your permission, will drive the golf car (each known as "**Permitted Driver**") during your rental. You agree you are responsible for ensuring each Permitted Driver operates the golf car in a safe and reasonable manner, including but not limited to operating the golf car not under the influence of alcohol, illicit drugs, any controlled substance, including without limitation any federally controlled substance listed under the Controlled Substance Act, Title 21 of the United States Code ("**Controlled Substance**"), or medications that affect vehicle operation and/or constitute driving while impaired under applicable law. You agree that you will warn each Permitted Driver about the risks of driving the golf car and will advise them of the contents of the Golf Car Information Sheet. You acknowledge that you will remain financially responsible under the Rental Agreement at all times, even if the golf car is operated by a Permitted Driver or someone other than yourself.

**10. Repossessing the Golf Car.** We can repossess the golf car at any time in our sole discretion for reasons that include, but are not limited to the following: the golf car is used for illegal activities, is being used to violate the law or the terms of the Rental Agreement, appears to be abandoned, is failed to be returned per the Rental Agreement, or the insurance coverage required under paragraph 14 lapses or is determined to be insufficient. You agree that we need not notify you in advance and that we may take any actions reasonably necessary to obtain possession of the golf car. If the golf car is repossessed, you agree to pay or reimburse us for the actual and reasonable costs incurred by us to repossess the golf car. You agree that such costs will be charged to the credit or debit card you used to rent the golf car, and as identified herein and above, or any credit or debit card or account on file with us.

**11. Damage to or Loss of the Golf Car.** If the golf car is lost or damaged as a direct or indirect result of a violation of paragraph 12, or damaged as a result of an act of nature, you are responsible and you will pay us for all loss of or damage to the golf car regardless of cause, or who, or what caused it. If the golf car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the golf car in its damaged condition, you will pay the difference between the golf car's retail fair market value before it was damaged and the sale proceeds. Depreciated book value may be higher than retail fair market value. Where permitted by law, you authorize us to charge you for the actual cost of repair or replacement of lost or damaged items such as mirrors, tires, or chargers as part of your rental charges at the time of return.

If the golf car is stolen and not recovered, you will pay us the golf car's fair market value before it was stolen. As part of our loss, you'll also pay for loss of use of the golf car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("**Incidental Loss**"). If your responsibility is covered by any insurance, credit card benefit, travel insurance or such other insurance or benefits, you authorize us to contact the benefit provider

directly on your behalf and you assign all of your benefits directly to us to recover all consequential and incidental damages, including but not limited to the repairs of the golf car plus diminished value or the fair market retail value of the golf car (less salvage value plus costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid us and what we collected from the third party.

You understand and agree that you are not authorized to repair or have the golf car repaired without our express prior written consent. If you repair or have the golf car repaired without our consent, you will pay the estimated cost to restore the golf car to the condition it was in prior to your rental. If we authorize you to have the golf car repaired and the cost of repair is our responsibility, we will reimburse you for those repairs only if you give us the repair receipt.

**12. Prohibited Use of the Golf Car.** Certain uses of the golf car and other actions you or a driver may take, or fail to take, will violate the Rental Agreement. A VIOLATION OF THIS PARAGRAPH WILL AUTOMATICALLY TERMINATE YOUR RENTAL AGREEMENT. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED ATTORNEYS' FEES, LEGAL EXPENSES, FEES, AND COSTS THAT WE MAY INCUR. It is a violation of this Paragraph if any of the following occurs:

A. You use or permit the golf car to be used: (1) by anyone other than a Permitted Driver, as defined in paragraph 9; (2) to carry passengers more than the golf car is designed to carry; (3) to tow or push anything; (4) to be operated in a test, race, or contest; (5) while the driver is under the influence of alcohol, illicit drugs, any Controlled Substance, or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; (6) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a Controlled Substance or contraband, stolen goods, illegal devices, or persons protected by prohibitions against human trafficking; (7) recklessly or while overloaded; or (8) if the golf car is driven across state lines.

B. You or an additional driver, whether authorized or not: (1) fail to promptly report to us any damage to or loss of the golf car when it occurs or when you learn of it and provide us with a written accident/incident report or fail to cooperate with our investigation; (2) where required by law, failed to report an accident to law enforcement; (3) obtained the golf car through fraud or misrepresentation; (4) leave the golf car and fail to remove the keys and the golf car is stolen or vandalized; (5) leave the golf car and fail to engage the parking brakes and the golf car is damaged, causes damages, or injures someone; or (6) intentionally or with willful disregard cause or allow damage to the golf car.

C. You or an additional driver, whether authorized or not, impermissibly return the golf car after hours and the golf car is damaged, stolen or vandalized or you otherwise fail to take reasonable steps to secure the golf car, or its keys.

D. Driving or operating this golf car while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of the Rental Agreement.

**13. Fines, Expenses, Costs and Administrative Fees.** You will pay or reimburse us for all fines, penalties, interest, and court costs for parking, traffic, and other violations, including storage liens and charges incurred as a result of your rental. You will also pay a reasonable administrative fee with respect to any violation of the Rental Agreement, such as for repossessing or recovering the golf car for any reason. You agree we may, in our sole discretion, pay all tickets, citations, fines,

penalties and interest on your behalf directly to the appropriate authority and you will pay us for what we paid to the appropriate authority or their designated agents plus a reasonable administrative fee and any attorneys' fees and expenses we incur. You agree and acknowledge that we cooperate with all federal, state/provincial, municipal, and local officials charged with enforcing these infractions to provide any information necessary as they may request or may otherwise be required.

You authorize us to release the rental and credit/debit card information regarding your rental to an agent we authorize to act on our behalf for the purpose of processing and billing you for any tickets, citations, fines and penalties incurred by you or assessed against us or the golf car during your rental plus a reasonable administrative fee not to exceed \$50 per violation. You authorize our agent we appoint to bill you directly to the credit/debit card you used to rent the golf car, and as identified herein and above. You authorize the agent we authorize to contact you directly regarding any tickets, citations, fines and penalties incurred by your or assessed against us or to our golf car while the golf car was rented to you.

In the event we use a third party collection service or agent to resolve any tickets, citations, fines, penalties, and interest, you agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest. You acknowledge that you have no right to contest any such infraction or enter any plea other than guilty or no contest unless we consent to your action, provided that the penalty for the infraction is only the payment of money and does not involve any other administrative, civil, or criminal penalty.

**You agree to indemnify and hold us and our agent we authorize harmless for any such tickets, citations, fines, penalties, interest, and administrative fees.**

**14. Additional Insured / Insurance.** You, at all times, shall maintain general liability by insurance companies reasonably satisfactory to us. In no event shall the personal and bodily injury liability be less than \$500,000 for one person or \$1,000,000 for all persons affected by a single occurrence, nor shall property damage liability be less than \$1,000,000. All such insurance shall name Aggieland Golf Cars and its employees, agents, and representatives as additional insureds. All such insurance will provide coverage for all claims, disputes, lawsuits, or controversies arising out of or related to this Rental Agreement, your business operation, activities, or work, and any use of the golf car while in your possession. Copies of each such insurance policy or certificates thereof, and their renewal or replacement, shall be delivered to and approved by us before you take possession of the golf car for rental, and then again upon any request during the Rental Period by us and in order to ensure continued coverage. We reserve the right to refuse renting you the golf car if you fail to present the insurance coverage that is satisfactory to our sole discretion.

**15. Release, Waiver, Indemnification, and Hold Harmless:**

**To the fullest extent permitted by law, YOU, and on behalf of YOUR affiliates, agents, EMPLOYEES, representatives, HEIRS, executors, SuCCESSORS, and ASSIGNS (“RELEASING PARTIES”), agree and covenant to release, discharge, not sue, indemnify, DEFEND, save, and hold harmless Aggieland Golf Cars, its employees, independent contractors, agents, representatives, officers, directors, parent companies, subsidiaries, insurers, underwriters, lawyers, and others acting on its behalf, including each of their employees, agents, and representatives (“Released Parties”) from any and all liabilities, demands, claims, losses, damages, property damages, medical expenses, bodily injuries, deaths, business interruptions, delays, fines, penalties, judgments, court costs, and attorneys' fees, arising out of, directly**

**or indirectly, or relating or allegedly relating to the acts or omissions of the Released Parties, including but not limited to, their negligence, gross negligence, claims under the product liability laws of the United States or any other state, country, or territory, breaches of express or implied warranties, and which arise from the RENTAL OF THE GOLF CAR AND SERVICES pursuant to thiS RENTAL Agreement and the use and operation of the GOLF CAR BY RELEASED PARTIES.**

**This indemnification and hold harmless agreement expressly includes, but is not limited to any claims arising or allegedly arising out of: (1) the performance or omission of services by Aggieland Golf Car; (2) the operation and use of the golf car, whether by you, Permitted Drivers, or other unauthorized drivers.**

**FOR PURPOSES OF CLARITY AND WITHOUT IN ANY WAY LIMITING THE FOREGOING, RELEASING PARTIES (WHICH INCLUDES YOU) ARE EXPRESSLY AGREEING TO NEVER ASSERT A CLAIM AGAINST AGGIELAND GOLF CAR UNDER ANY THEORY OF LIABILITY, AND THAT RELEASING PARTIES (WHICH INCLUDES YOU) WILL release, discharge, not sue, indemnify, DEFEND, save, and hold harmless AGGIELAND GOLF CAR FROM AND AGAINST ANY AND ALL CLAIMS, BY ANY PERSON OR ENTITY, ARISING OUT OF THE USE OF THE GOLF CAR OR PERFORMANCE OF SERVICES BY AGGIELAND GOLF CAR RELATED TO THIS RENTAL AGREEMENT.**

**16. Limitation of Liability.** Without contradicting, superseding, or amending any other provision in this Rental Agreement, you expressly understand and agree: that we are not an insurer and that insurance, if any, covering personal injury, property loss, or damages while using, operating, or possessing the golf car shall be obtained by you; that the Rental Charge provided for herein is based on the lease of the golf car, any services provided by us, and the covenants, representations, waivers, and agreements set forth in this Rental Agreement, and is unrelated to the value of personal property, real property, or business operations. You acknowledge that it is impractical and extremely difficult to fix actual damages, if any, which may proximately result from our failure to perform any of the obligations herein or a failure of the golf car to operate as expected, because of, among other things, the uncertain amount or value of personal or real property or business operations, the uncertainty of market price fluctuations, the inability to ascertain what portion, if any, of any loss would be proximately caused by our failure to perform any of the obligations herein or a failure of the golf car to operate as expected, and the nature of the obligations to be performed by us. If there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of us, our employees, independent contractors, agents, or representatives by virtue of this Rental Agreement or due to the negligence or gross negligence of us, our employees, independent, contractors, agents, or representatives, or otherwise, **such liability is and shall be limited to the sum of the amount of the Rental Charges**, which sum shall be paid and received as liquidated damages, such liability as herein set forth is fixed as liquidated damages and not a penalty and this liability shall be complete and exclusive.

## **17. ASSUMPTION OF RISKS**

**You represent, acknowledge, understand, and agree that operation of the golf car can be dangerous, and can result in damages to personal property and real property, bodily injuries, and even death, and therefore always requires the utmost caution and care when using or operating the golf car.**

**You represent, acknowledge, understand, and agree that operating the golf car on public roads and streets may increase the risks of property damage, bodily injuries, and**

death.

**By taking possession of the golf car, you agree to assume the above-described risks, and any others that are commonly understood by any reasonable person, which includes, but is not limited to, bodily injury and death.**

**You agree to inform all Permitted Drivers about the above risks before allowing them to operate the golf car.**

**18. Acknowledgement of Safety.** You represent, acknowledge, understand, and agree that you, and any Permitted Driver, are responsible for their own safety and the safety of those around them while using or operating the golf car.

You represent, acknowledge, understand, and agree that safe practices in using or operating the golf car, include, but are not limited to: only allowing individuals over 18 years of age with a valid driver's license to use or operate the golf car; not using or operating the golf car while under the influence of alcohol, illicit drugs, any Controlled Substance, or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; obeying all local, county, and state laws; driving at reasonable and safe speeds considering the surroundings and anticipated paths of travel; not exceeding posted speed limits; not operating the golf car on roads pathways not designated to be used by the golf car; not overloading the golf car with more passengers than intended; not making abrupt changes in direction while operating the golf car at unsafe speeds; using or operating the golf car in well-lit conditions; wearing and applying any safety features that may be available, such as seat belts and helmets; paying attention to the road while using or operating the golf car; not talking on any mobile devices while the golf car is moving; not operating any entertainment systems equipped in or placed in the golf car while the golf car is are moving; always applying the parking brakes and removing the keys when leaving the golf car unattended; and inspecting the golf car before and after every use or operation.

You agree to inform all Permitted Drivers of the contents of this paragraph, including the safe practices, and the contents of the accompanying Golf Car Information Sheet.

**19. Your Due Diligence for Permitted Drivers.** For each Permitted Driver you will at a minimum ensure the driver: (1) is 18 years of age, has a valid driver's license, and is not an incompetent or reckless driver; (2) is either trained on how to operate the golf car or has substantial and sufficient experience operating similar vehicles; (3) is not under the influence of alcohol, illicit drugs, any Controlled Substance, or medications that affect vehicle operation and/or constitute driving while impaired under applicable law; (4) is informed of, and acknowledges, understands, and agrees not to perform any of the prohibited acts set forth in paragraph 12 above; (5) is informed of, and acknowledges, understands, and accepts, the risks associated with operating the golf car, which includes, but is not limited to the risks set forth in paragraph 17 above; (6) is informed of, and acknowledges, understands, and agrees to follow the safe practices set forth in paragraph 18 above.

**20. Acknowledgement of Application of Graves Amendment.** You represent, acknowledge, understand, and agree that: (1) Aggieland Golf Cars is engaged in the business of renting or leasing motor vehicles; (2) the golf car is a motor vehicle for the purposes of 49 U.S.C. § 30106; and (3) Aggieland Golf Cars is the owner of the golf car.

**21. WAIVER OF CONSUMER RIGHTS. You waive your rights under the Deceptive Trade Practices—Consumer Protection Act, §§ 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consulting with an attorney of your own selection, you voluntarily consent to this waiver.**

**22. Disclaimer of Compliance with Laws:** You acknowledge that you have not relied upon, and we have not made, and disclaim, any representations or warranties with respect to whether the golf car, or the use and operation of the golf car, conforms to or complies with any local, county, or state laws.

**23. Collections.** If you do not pay all amounts due to us under the Rental Agreement upon demand, including all charges, fees, expenses, fines, penalties, and all matters associated with the rental of the golf car including, without limitation, payment for loss of or damage to the golf car, rental charges, parking, red light and traffic fines and penalties, towing, storage and impoundment fees, we will take the following actions:

A. You agree to pay a late charge of 1 & 1/2% per month on the past due balance, or the highest rate permitted by applicable law, whichever is less (collectively, "**Charges**").

B. You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost of recovery, insufficient funds fees and collection fees (collectively, "**Costs**"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we and our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Contract, or in any customer profile, as the place to send any demands or collection notices.

C. In the event that you presented a credit card or debit card for payment, you understand and agree that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

**24. Additional Services and Products.** From time to time, we may offer additional services and/or products with associated terms and conditions or terms of use. If you purchase and/or use these services or products, you agree to be bound by such associated terms and conditions or terms of use, which are incorporated herein by reference.

**25. Transfer of Rights.** We may transfer our rights and obligations under this Rental Agreement to another party, but this will not affect your rights or the obligations of the provider under the Rental Agreement. You may only transfer your rights or obligations under this Rental Agreement to another person if we agree in writing.

**26. Amendments:** No Amendments to this Rental Agreement will be effective unless it is in writing and signed by both you and us.

**27. Dispute Resolution / Arbitration Agreement:** Any claims, controversies, or disputes brought by any of the Releasing Parties or any of the Released Parties, as those terms are defined in paragraph 15 above, and which arise out of or relate to this Rental Agreement, or breach thereof, shall be first be resolved through mediation. The mediator will be selected by Released Parties.

If the claim, controversy, or dispute cannot be resolved through mediation, then the claim, controversy, or dispute shall, at the sole discretion of the Released Parties, be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration



Association (the “**AAA**”) under the AAA’s Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered and enforced by any court having jurisdiction. Any mediation and/or arbitration will take place in Brazos County, Texas.

**28. Governing Law:** The terms of this Rental Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**29. Venue:** Any lawsuit that is brought in state court, and which is not subject to arbitration under paragraph 27 above, must be brought in a district court located in Brazos County, Texas.

**30. Entire Agreement:** The Rental Agreement contains the entire understanding between you and us, and supersedes and cancels all prior agreements, whether oral or written, with respect to the subject matter of this Rental Agreement.

**31. Notices:** Any notice or other communication given or made under this Rental Agreement shall be in writing and delivered by hand, certified or registered mail with return receipt requested, to the addresses stated in the Rental Contract or another address as may be subsequently designate by notice and shall be deemed given on the date of delivery.

**32. Waiver:** No provision of this Rental Agreement or exercise of any rights held under this Rental Agreement will be deemed waived unless such waiver is made expressly and in writing. Waiver by a breach or violation of any provision of this Rental Agreement shall not constitute a waiver of any other subsequent breach or violation.

**33. Miscellaneous:** This Rental Agreement shall be binding upon and inure to the benefit your and our respective heirs, successors, and assigns. The provisions of this Rental Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Rental Agreement. This Rental Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one of the same document.

**34. Cooperation.** You agree to cooperate and coordinate with us generally and to take any actions we reasonably request in connection with (i) this Rental Agreement, (ii) your use and return of the golf car, and (iii) any disputes, actions, proceedings, suits, and investigations related to this Rental Agreement or your use of the golf car, including without limitation, execution and delivery of any documents we reasonably request, giving testimony under oath, and taking any other actions we reasonably request related to this Rental Agreement or your golf car rental.

**35. Cancellation Policy.** You agree to make any cancelation of a booked rental no less than 45 days before the rental is scheduled to start. You will be refunded based on the following schedule:

At least 45 days prior to the rental start date	Refunded 100% of the entire rental cost
Less than 45 days prior to the rental start date	Refunded at 50% of the entire rental cost
7 days or less prior to the rental start date	Refunded at 25% of the entire rental cost
48 hours or less prior to the rental start date	No refund given

All requests for cancellation must be submitted in writing to Aggieland Golf Cars staff. Refunds will be processed within 7-10 business days.

**36.** All gas rentals must be returned with a full tank of fuel. Use 87 octane regular non-leaded fuel only.

37. All rental returns must be returned in the same condition as delivered. If rentals are returned dirty, muddy or damaged in any way, there will be reasonable charges to clean or repair the rental equipment. You also agree not to place any adhesive, decals, or tape on any part of the rental equipment. A charge of \$25/per rental will be charged to remove adhesive debris etc. Additional charges may occur depending on damages assumed.