

# DR. DOO'S LAKESIDE MOTORSPORTS, LLC

## GOLF CART RENTAL AGREEMENT

**\*\*\* GOLF CART CHARGER UNDER THE SEAT ON THE DRIVERS SIDE \*\*\***

**IT IS THE RENTERS RESPONSIBILITY TO KEEP CART CHARGED DURING THE RENTAL PERIOD**

**(Lessee(s): renter / applicant Lessor: owner of property being rented)**

1. Lessee(s) acknowledges receipt of the golf cart listed above which was inspected by Lessee(s) and found to be in good condition (unless noted below).
2. Lessee(s) shall have the golf cart cleaned and ready for pick up, with all keys and charger, no later than the agreed upon and/or scheduled time and date. The golf cart shall be in the same condition as when received, ordinary wear accepted.
3. Lessee(s) shall pay Lessor for rental of the golf cart 24 hours prior to rental date & time. Daily, weekend, and / or weekly rates apply if the equipment is kept after the scheduled return date. All days including weekends and holidays are chargeable.
4. Lessee(s) shall reimburse Lessor, upon demand for the loss of, any damages to the golf cart listed above or property damage while it is rented to Lessee(s) as well as all costs and expenses, including reasonable attorney's fees, incurred by Lessor in collecting any amounts owed by Lessee(s) hereunder or in otherwise enforcing Lessor's rights hereunder.
5. Lessee(s) shall identify and hold Lessor harmless from and against any and all liability, including bodily injury and property damage, arising out of the use or operation of the golf cart listed above by Lessee(s) or anyone using or operating the same with Lessee's express or implied consent. ANY AND ALL PERSONS OPERATING ABOVE MENTIONED GOLF CART SHALL BE AT LEAST OF THE AGE OF 16 WITH A VALID DRIVERS LICENSE.
6. Lessee(s) shall NOT assign the Rental Agreement or sublease the golf cart listed above.

**7. SEE OUR CANCELLATION POLICY ON PAGE 3.**

# **GOLF CART LIABILITY WAIVER**

**\*\*\* GOLF CART CHARGER UNDER THE SEAT ON THE DRIVERS SIDE \*\*\***

**IT IS THE RENTERS RESPONSIBILITY TO KEEP CART CHARGED DURING THE RENTAL PERIOD**

**In exchange for the privilege to rent this golf cart, you are accepting responsibility for your own negligence.**

**YOU MUST BE AT LEAST 16 YEARS OF AGE TO OPERATE THIS VEHICLE** and do so in a safe manner. YOU MUST ALSO HAVE A VALID DRIVERS LICENSE.

You are liable for all medical and legal claims that may arise from rental of the golf cart.

You voluntarily agree to accept the risks of using a golf cart and on behalf on yourself, your personal representatives and your heirs hereby voluntarily release Dr. Doo's Lakeside Motorsports LLC, and its owners, officers, employees from any and all claims, actions, causes of actions, suits, judgments and demands for bodily injury, property damage, loss of life and / or loss of service, in law or equity, that may in any way or manner arise out of the use of the golf cart.

Under no conditions are you allowed to let another driver drive this vehicle, unless cleared by the staff upon signing of this waiver.

By completing our electronic waiver you are agreeing to all terms and conditions of our rental agreement.

# **CANCELLATION POLICY**

**-WHEN GIVEN MORE THAN A 72 HOUR NOTICE NO FEES WILL APPLY. REFUNDS OF PREVIOUSLY PAID INVOICES WILL BE MAILED TO THE LESSEE IN A TIMELY MANNER.**

**-WHEN GIVEN LESS THAN A 72 HOURS NOTICE A \$50 CANCELLATION FEE WILL APPLY. ANY BALANCE OWED TO THE LESSEE WILL BE MAILED IN A TIMELY MANNER.**

**-WHEN GIVEN A 24 HOUR NOTICE OR LESS YOU WILL FORFEIT ANY & ALL REFUNDS.**

**ALL RENTALS MUST BE PAID IN FULL 24 HOURS PRIOR TO RESERVATION DATE IN ORDER TO SECURE YOUR RENTAL.**

# GOLF CART RENTAL RULES

1. **ALL RENTALS MUST BE PAID IN FULL 24 HOURS PRIOR TO DELIVERY DATE**
2. Lessee must be a minimum of 21 years of age.
3. Operator(s) of golf carts must be 16 years of age and have in their possession a valid driver's license (learners permit, moped license, etc. are not acceptable).
4. **It will be the lessee's responsibility to keep the cart charged during the rental period.** Chargers are provided & placed under the front seat of the cart, on the driver's side. They will plug into any 110 outlet (they are electrical so please keep them away from any rain, dew or condensation or areas in which it might get wet). **HAVE YOUR CART READY FOR PICK UP AT THE AGREED UPON TIME. CART SHOULD BE PARKED IN THE DESIGNATED PARKING SPACE FOR THAT UNIT. MAKE SURE THE KEY IS IN THE CUP HOLDER & THE CHARGER IS UNDER THE SEAT. ANY CARTS NOT AVAILABLE FOR PICK UP AT THE AGREED UPON TIME WILL BE CHARGED FOR AN ADDITIONAL DAY.**
5. **\*\*\*ALLOWING ANYONE UNDER THE AGE OF 16, WITHOUT A VALID DRIVERS LICENSE, TO DRIVE OUR RENTAL CARTS WILL VOID THE RENTAL AGREEMENT, THE CART WILL BE PICKED UP IMMEDIATELY WITHOUT NOTICE, AND NO REFUND WILL BE GIVEN.\*\*\***
6. Golf carts operating after sunset must have the headlights & tail lights turned on.
7. Be respectful of neighbors in the golf cart community in which you will be operating the rented golf cart. Some communities have quiet hours, you must abide by their rules.
8. Golf carts are not to go beyond or exceed past posted areas. **NO HIGHWAY USAGE!**
9. Golf carts can carry a maximum of 4 people. All passengers must be seated at all times when the golf cart is in motion.
10. Golf carts must be cleaned and ready for pick up at the agreed upon time. Late returns will be in violation of the agreement and will be charged for an additional day unless previous arrangements have been made.
11. You must report any malfunctions to Dr. Doo's Lakeside Motorsports LLC immediately.
12. Anyone found abusing the rules and regulations of the rental golf cart would forfeit all rental privileges. There will be no refunds made if the cart has to be picked up due to misuse by the Lessee(s). Loss of security deposit will also result if the cart is misused or damaged.
13. Drinking alcohol and driving is against the law.
14. Violation of any of the above rules will be cause for immediate loss of rental privileges.

**\*\*\* PAY SPECIAL ATTENTION TO CARLTON LANDINGS NEW PARKING POLICY - AFTER THE FIRST WARNING A CITATION / TICKET WILL BE ISSUED - YOU WILL BE RESPONSIBLE FOR PAYING THIS TICKET - AN INVOICE WILL BE SENT TO YOU BY EMAIL IF THIS HAPPENS - MAKE SURE YOUR RENTAL CART IS NOT PARKED IN A NO PARKING ZONE TO AVOID PENALTIES \*\*\***

Carlton Landing Association, Inc.



PARKING POLICY (FINAL)

Dated: April 25, 2024

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**INTRODUCTION.** The following parking regulations and policy of the Carlton Landing Association, Inc. (the “Association”) are intended to provide a positive parking experience by ensuring that all available parking is used as intended in the Master Plan of Carlton Landing. The regulations promote the rights of individuals and the common good of all property owners, rental guests, employees, and visitors.

**AUTHORITY.** The Declaration of Covenants, Conditions, and Restrictions for Carlton Landing (the “Declaration”) empowers the Association with authority to “make rules and regulations concerning driving and parking within the Property (Carlton Landing)” (Declaration, 2.3.1(c)).

1) **DEFINITIONS.** Terms herein are as defined in the Declaration and further below:

- a) Bicycles – For this policy, non-motorized items are not considered vehicles.
- b) Garage Apartment Parking – Parking associated with occupiable space in an outbuilding commonly referred to as a “Garage Apartment”, “Carriage House”, or an Accessory Dwelling Unit (“ADU”).
- c) Common Apron – Parking located in the common area but not on-street, typically only one or two spaces parallel to the street and having landscaping on two or three sides.
- d) Common Areas – The private rights-of-way and common-use land parcels designated as “Common Area” in the filed plats and typically owned and operated by the Association.
- e) Contractors – Vendors, housekeepers, property managers, and related employees.
- f) Driveway – Additional off-street parking on a private lot.
- g) Builders – Members of the Carlton Landing Builders Guild, their Contractors, and their Subcontractors.
- h) Off-Street Parking – Parking spaces on a private lot, including the Garage Apartment Parking, Parking Pads, Driveways, and Private Apron.
- i) On-Street Parking – Parking spaces within the Common Area streets/squares, including parking in the Common Apron.
- j) Owners – A person, group of people, or entity that owns a Parcel in Carlton Landing.

- k) Parcel – A private property within Carlton Landing, also commonly referred to as a “lot”, as distinct from the Common Area.
- l) Parking Pads – Covered or uncovered paved or gravel parking area on a private lot.
- m) Private Apron – Private parking may be partially or completely within the common area and that is directly adjacent to access to the garage apartment, parking pad, or driveway parking.
- n) Vehicles – All motorized vehicles, including cars, light trucks, SUVs, and authorized golf carts.
- o) Visitors – Those not residing/renting, employed or contracted in Carlton Landing.

## 2) **PARKING RULES.**

- a) Owners, Rental Guests, and other authorized guests must utilize Off-Street Parking at their respective private lot to its fullest capacity before occupying On-street Parking.
  - b) Do not impede On- or Off-Street parking spaces with bicycles, other non-vehicle items, construction materials, construction dumpsters, or construction activities. Any non-vehicular use of an On-Street Parking requires the written permission of the Association General Manager or its designee.
  - c) On-street parking is only allowed in areas with signage that defines parking spaces.
  - d) Vehicles shall not be parked on landscaping, sidewalks or in other locations designated as restricted or no parking areas.
  - e) Do not impede traffic, emergency, or service vehicles and/or access to private garages, private driveways, or designated thoroughfares.
  - f) Vehicle Operators must be 100% out of the travel lanes when parked, including golf carts and service carts.
- 3) **BOAT AND BOAT TRAILER PARKING.** Boats and boat trailers must be parked 1.) on private property behind the Principal Façade of the building, OR 2.) in areas specifically designated for boat and boat trailer storage. On-Street Parking shall NOT be used for the parking or storage of boats and/or boat trailers.
- 4) **GOLF CART PARKING.** Golf carts must be parked 1.) on private Parcels behind the Principal Façade of the building, 2.) in areas specifically designated for golf cart parking, OR 3.) where designated with official signage, in common areas or in the on-street parking according to the posted limitations. Charging stations shall be located on private Parcels and behind the Principal Façade of the building. Charging stations and related equipment are prohibited in Common Areas.
- 5) **VISITORS.** Visitors are allowed to park in Carlton Landing in a legal parking space. The Association has allowed limited parking for anyone visiting Carlton Landing, which will be communicated clearly via signage and monitored for compliance.

- 6) **REGISTRATION.** Registration is available online and must be renewed annually.
- a) Owners and Employees must register all vehicles and golf carts (no charge). Owners are allowed to register as many vehicles and golf carts as they have parking spaces on their parcel.
  - b) Rental Guests must register prior to their arrival in Carlton Landing (no charge). This registration may be handled by the manager of the vacation home, if appropriate. Parking citations will be assessed to the Owner of the home and may be billed for collection to the Rental Guest.
  - c) Businesses that rent golf carts must register each golf cart and display the parking decal on the front drivers side of the cart(no charge). Renters must be given a copy of the Parking Policy. Any citations that are issued will be charged to the appropriate business who can then recoup the expense from the client.
  - d) Builders must register online account (no charge) and park in appropriate areas. No vehicles should be parked on the streets unless it is a clearly defined parking area. All equipment and trailers are not allowed to be parked on the street or on adjacent properties not associated with the job. Any exceptions to this must be approved in writing by the General Manager of the Association. Any citations issued will be charged to the Builders Guild Member associated with the account.
  - e) Contractors:
    - i) Registration. Contractors may be required to register online, subject to the discretion of the Manager of the Association. Registration is required when parked in On-Street Parking. Registration is not required for vehicles parked in Off-Street Parking on the related parcel.
    - ii) Access. Streets may not be blocked except for short-term loading/unloading. Closure of any portion of the common area streets or amenities must be approved in writing by the Association Manager.
    - iii) All Contractor vehicles must park in legally marked On-Street Parking spaces or the Off-Street Parking for the Parcel associated with the job site. Contractors may not park on the private Off-Street Parking spaces designated for adjacent properties. Association maintenance, landscaping, and security personnel may park marked fleet carts discreetly on landscaped areas if no designated parking is available only when actively working on nearby common areas.
    - iv) Trailers and heavy equipment are not allowed overnight in the On-Street Parking spaces. All equipment must be stored on the private Parcel or in Off-Street Parking spaces designated for the specific job site.
- 7) **ENFORCEMENT.** The Association uses the online platform named “Community Boss” to facilitate enforcement of this Policy. (<https://communityboss.com>) Any vehicle found to be illegally parked will be issued a warning citation. Subsequent violations will result in progressive enforcement to include a parking citation with an attached fine, or towing. Any vehicle improperly parked is subject to a warning ticket, parking ticket with an attached fine, or towing. Any vehicle parked in such a manner as to impede traffic in any manner may be towed at the vehicle owner’s expense without warning.