

# GOLF CLUB RENTAL EXPRESS

## Golf Equipment Rental Agreement Terms and Conditions

The following terms (collectively, "Terms and Conditions") apply to any agreement made by and between \_\_\_\_\_ ("Customer," "you", "your", and "yourself") and Golf Club Rental Express ("Golf Club Rental Express", "we," "us," and "our") related to your lease from Golf Club Rental Express of certain recreational sporting equipment, including, but not limited to, golf clubs, club bags, and related golf equipment and accessories ("Golf Equipment Rental Agreement") and are therefore incorporated in full therein.

### Rental Period

The term of the Golf Equipment Rental Agreement ("Rental Period") shall be \_\_\_\_\_, for which you have reserved to lease golf clubs, club bags, and related golf equipment and accessories (collectively, "Golf Equipment") from us. The first day of the Rental Period shall be \_\_\_\_\_ the day selected by you when entering into the Golf Equipment Rental Agreement as the day which you will be first able to take possession of the Golf Equipment and the final day of the Rental Period shall be \_\_\_\_\_ the day selected by you when entering into the Golf Equipment Rental Agreement as the day which you will surrender possession of the Golf Equipment.

If you wish to extend the Rental Period at any time prior to the beginning of the Rental Period or during the Rental Period, you must contact Golf Club Rental Express. Extension of the Rental Period is subject to availability and applicable rental fees, costs, charges and taxes may differ.

### Payment

In consideration for the leasing of Golf Equipment, at the time that you enter into the Golf Equipment Rental Agreement, you agree to pay to Golf Club Rental Express \_\_\_\_\_, per set, which is equal to all applicable rental fees, costs, charges including the **Limited Damage Waiver** and taxes (collectively "Rental Fees"), as indicated at the time that you enter into the Golf Equipment Rental Agreement. Rental Fees may change at any time prior to you entering into the Golf Equipment Rental Agreement. You agree to notify Golf Club Rental Express about any payment concerns or discrepancies within ninety (90) days after the applicable payment for Rental Fees is made. If you fail to do so, you agree that you waive your right to dispute such payment.

Entering into a Golf Equipment Rental Agreement requires you to supply us with complete, accurate and current credit card information for a valid credit card for which you are an authorized user. By entering into the Golf Equipment Rental Agreement, you authorize Golf Club Rental Express or our agent to bill the supplied credit card information for the applicable Rental Fees on the date you enter into a Golf Equipment Rental Agreement. You further authorize us to determine whether the supplied credit card information is pre-authorized to accept a minimum charge equal to the current retail value of the leased Golf Equipment in case you fail to return or damage any Golf Equipment. You are solely responsible for any and all fees charged by a credit card issuer, bank, or financial institution for use of the credit card information, including, but not limited to, membership, overdraft, insufficient funds, and over-the-credit-limit fees.

In addition to Rental Fees, when entering into a Golf Equipment Rental Agreement you further agree to pay a deposit for potential damage and/or loss to rented Golf Equipment ("Security Deposit") if you have not purchased a Limited Damage Waiver for the Golf Equipment, discussed below. The Security Deposit shall be in such amount as indicated at the time that you enter into the Golf Equipment Rental Agreement. If the Golf Equipment is timely returned to Golf Club Rental Express upon the end of the Rental Period and free of damage, the entire Security Deposit will be refunded to you within fifteen (15) days of the end of your Rental Period. If the Golf Equipment is not timely returned to Golf Club Rental Express upon the end of the Rental Period and/or is not free of damage, except to the extent that a Limited Damage Waiver applies, an appropriate portion of the Security Deposit necessary to compensate Golf Club Rental Express for the associated loss shall be retained by Golf Club Rental Express and any remaining portion of the Security Deposit will be refunded to you within fifteen (15) days of the end of your Rental Period. You acknowledge that your liability to Golf Club Rental Express is in no way limited to the amount of the Security Deposit.

If Golf Club Rental Express does not receive payment from your credit card provider or if your credit card information expires or is rejected, you agree to pay applicable Rental Fees and Security Deposit upon demand.

### Use of Golf Equipment

You agree to use the leased Golf Equipment in a careful and proper manner consistent with the use said Golf Equipment was created for. You, at your own expense, shall keep the leased Golf Equipment in good repair, condition, and working order. You may not alter, disfigure, cover up any numbering, lettering, or insignia, or otherwise modify the leased Golf Equipment in any way.

### Modifications of Terms and Conditions

We reserve the right to modify the Terms and Conditions at any time and in any manner at our sole discretion. You agree that Golf Club Rental Express shall not be liable to you or to any third party for any modification of the Terms and Conditions.

Notice of any modification of these Terms and Conditions will be posted on our [golfclubrentalexpress.com](http://golfclubrentalexpress.com) website, and any such modified Terms and Conditions shall be effective upon the date of posting to any Golf Equipment Rental Agreement which has not begun its Rental Period as of that date. If you do not agree to any modification of the Terms and Conditions, you must contact us prior to the beginning of the Rental Period to cancel your Golf Equipment Rental Agreement. Failure to contact us prior to the beginning of the Rental Period to cancel your Golf Equipment Rental Agreement is considered acceptance and agreement to the Terms and Conditions in effect as of the beginning of the Rental Period.

### Cancellation Policy

If you wish to cancel any Golf Equipment Rental Agreement you may do so at any time prior to the beginning of your Rental Period. However, we must receive not less than fourteen (14) days' notice prior to the beginning of the Rental Period for you to be entitled to a full refund of any payment made to Golf Club Rental Express. If less than fourteen (14) days' notice is given but greater than four (4) days' notice is given, you will be refunded any payment made to Golf Club Rental Express less applicable Rental Fees equivalent to a Rental Period consisting of one (1) day. If we receive less than four (4) days' notice, you will be refunded any payment made to Golf Club Rental Express less one-half (1/2) all applicable Rental Fees or applicable Rental Fees equivalent to a Rental Period consisting of two (2) days, whichever is greater.

### Exchange Program

As availability allows, you may exchange any leased Golf Equipment for corresponding Golf Equipment of equivalent or greater value by paying any additional applicable Rental Fees at any time, subject to the same Terms and Conditions.

**Return of Golf Equipment**

All leased Golf Equipment will be picked up the day immediately following the end of the Rental Period from the address you designate when entering into the Golf Equipment Rental Agreement. If all leased Golf Equipment is not available at said time, you agree to be responsible for any additional shipping costs, charges or fees incurred by Golf Club Rental Express as a result. Further, you must contact us to inform us that all leased Golf Equipment was not available for pick up the day immediately following the end of the Rental Period from the address you designated when entering into the Golf Equipment Rental Agreement within one (1) day or you agree to make payment to Golf Club Rental Express in an amount equal to the Stipulated Loss Value, as indicated at the time you enter into the Golf Equipment Rental Agreement, or, if a Stipulated Loss Value is not provided, the replacement value of the Golf Equipment.

**Lost, Stolen, or Not Returned Golf Equipment**

If any leased Golf Equipment is lost, stolen, or otherwise not returned to Gold Club Rental Express, you agree to make payment to Golf Club Rental Express in an amount equal to the Stipulated Loss Value, as indicated at the time you enter into the Golf Equipment Rental Agreement, or, if a Stipulated Loss Value is not provided, the replacement value of the Golf Equipment. If Golf Equipment that was lost, stolen, or otherwise not returned to Golf Club Rental Express is returned to Golf Club Rental Express within fourteen (14) days of the days of the end of the Rental Period, you will be refunded any payment to Golf Club Rental Express for the Stipulated Loss Value or replacement value of the Golf Equipment.

**Damaged Golf Equipment**

If any leased Golf Equipment is damaged for any reason after the beginning of the Rental Period and prior to return of the Golf Equipment to Golf Club Rental Express, you agree to make payment to Golf Club Rental Express in an amount equal to the cost to (a) repair the Golf Equipment or (b) for the Stipulated Loss Value, as indicated at the time you enter into the Golf Equipment Rental Agreement, or, if a Stipulated Loss Value is not provided, the replacement value of the Golf Equipment, whichever is less. If damaged Golf Equipment is not returned it will be assumed to have been lost, and applicable terms and conditions will apply.

**Limited Damage Waiver**

Notwithstanding anything to the contrary in the Terms and Conditions, you may purchase from Golf Club Rental Express a release of liability for any damaged single item of rented Golf Equipment valued up to \$75.00 ("Limited Damage Waiver"), at any time prior to beginning of the Rental Period. If you purchase a Limited Damage Waiver, no fee or cost will be charged to you for any single damaged item of Golf Equipment to which the Limited Damage Waiver applies. If more than one (1) item of rented Golf Equipment is damaged, the Limited Damage Waiver shall apply to that item with the lowest replacement value or repair cost and you agree to be responsible for the cost (a) to repair all remaining damaged items of Golf Equipment or (b) for the Stipulated Loss Value, as indicated at the time you enter into the Golf Equipment Rental Agreement, or, if a Stipulated Loss Value is not provided, the replacement value of the Golf Equipment, whichever is less. The applicable fee for any Limited Damage Waiver will vary depending on leased Golf Equipment.

**Limitations on Liability**

GOLF CLUB RENTAL EXPRESS IS NOT A MANUFACTURER OF THE GOLF EQUIPMENT AND HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, OR MERCHANTABILITY OF THE GOLF EQUIPMENT. THERE IS NO WARRANTY THAT GOLF EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE. Golf Club Rental Express shall not be liable for any liability, loss, or damage caused or alleged to be caused directly or indirectly due to any inadequacy or defect of the leased Golf Equipment and/or your use of the leased Golf Equipment.

**Indemnity**

You agree to indemnify and hold Golf Club Rental Express, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use and possession of leased Golf Equipment and/or arising from your breach of the Terms and Conditions.

**Assignment or Sublease**

Without our prior written consent, you may not (a) assign, transfer, pledge, or hypothecate Golf Equipment Rental Agreement, the Golf Equipment, or any interest in it; (b) sublet or lend the leased Golf Equipment; or (c) permit the leased Golf Equipment to be used by anyone other than yourself. We may assign our interest in any Golf Equipment Rental Agreement to any party.

**Ownership**

All leased Golf Equipment is and shall at all times remain the sole property of Golf Club Rental Express, and you shall have no right, title, or interest in the Golf Equipment except as expressly set forth.

**Suspension of Obligations**

Our obligations shall be suspended to the extent that we are hindered or prevented from complying with those obligations because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, governmental regulations, or interferences or any cause beyond our control.

**Default**

If you default on any of your obligations under the Golf Equipment Rental Agreement of the Terms and Conditions, we may terminate the Golf Equipment Rental Agreement without notice or demand and shall be entitled to recover possession of any leased Golf Equipment. In the event of any action filed in relation to a Golf Equipment Rental Agreement in which we are the prevailing party, in addition to all other sums that you may be required to pay, you agree to pay to Golf Club Rental Express a reasonable sum for our attorneys' fees incurred.

**Effect of Waiver**

No delay or omission to exercise any right, power, or remedy accruing to Golf Club Rental Express on any breach or default by Customer under the Golf Equipment Rental Agreement or the Terms and Conditions shall impair any right, power, or remedy of Golf Club Rental Express, nor shall it be construed to be a waiver of any breach or default, or an acquiescence, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default. Any waiver, permit, consent, or approval of any kind or character on the part of Golf Club Rental Express of any breach or default under the Golf Equipment Rental Agreement or the Terms and Conditions, or any waiver on the part of Golf Club Rental Express of any provision or condition of the Golf Equipment Rental Agreement or the Terms and Conditions, must be in writing and be effective only to the extent in such writing specifically set forth. All remedies, either under the Golf Equipment Rental Agreement, Terms and Conditions or by law, or otherwise afforded to Golf Club Rental Express, shall be cumulative and not alternative.

Agreed Upon:

\_\_\_\_\_  
Golf Club Rental Express

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Date