



**PLEASE READ ALL AS THIS IS WHAT YOU ARE AGREEING TO!**

1. **\$100** re-charging fee electric cart is not fully charged when the vehicle is returned.
2. **\$50** re-fueling fee if gas cart is not fully fueled when the vehicle is returned.
3. **\$60** extension cord replacement fee if one is provided and not returned or damaged.
4. **\$10** key replacement charge if it is not returned or damaged.
5. **All passengers must be seated in a seat and using seatbelts** per normal automobile laws.
6. If you receive a traffic violation of any kind and don't pay it, you will be responsible for the violation and will be charged a **\$50 administration fee for us to handle and charge your CC on file!**
7. If you have an issue with the vehicle, don't wait, text the phone number on the vehicle sign. Refunds will not be given for issues that could have been handled immediately.
8. **Pull to the side to let vehicles pass, do not hold up traffic!**
9. No driving on bike paths, golf course paths or the beach! **You must stay on the roads just like cars.**
10. If your Lightning Bugz LSV is towed due to any parking or moving violation, **your CC on file will be charged for the towing fees plus an additional \$50 administration fee for us to handle.**
11. **Re-charge electric LSVs out in the open and NOT in a garage or under a house.** This is a fire prevention action and must be followed or there will be loss of your rental without refund. Gas LSVs are available for rent in most all locations if this is an issue.

**State and City Laws, Rules & Regulations**

**ALL LOCATIONS**

- All regular automobile driving and parking laws apply to Low Speed Vehicles.
- LSV can only be driven on roads with a posted 35mph or less AND can NOT be driven on any "State" roads or highways regardless of speed limit. (State Roads and Highways are numbered roads. Example: State Rd. 703)

**ISLE OF PALMS AND SULLIVAN'S ISLAND**

- LSV is prohibited from riding down Palm and Jasper Blvds. (State Rd 703) You may cross them though!
- Crossing any bridges to leave where the rental is originated from is subject to a ticket from Island Police.

**KIAWAH AND SEABROOK ISLANDS**

- SEABROOK rentals: LSV can be driven to Freshfields but not past it towards Kiawah or Charleston.
- KIAWAH rentals: LSV can NOT be driven on Kiawah Island Parkway or to Freshfields.

**FOLLY BEACH**

- LSV cannot drive on Center Street. (State Rd 171) You may cross it though.

**EDISTO ISLAND**

- LSV is prohibited from driving on Palmetto Boulevard. (State Rd 174) You may cross it though.

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**DAMAGE OR THEFT:**

Lightning Bugz Rentals will charge the renters credit card on file for any damages that occur while in your possession regardless of fault. In the event the assigned LSV(s) is stolen, while it is in possession of the renter due to renter's negligence, it will be the renter's obligation to either replace it with an LSV of the same make/model as well as condition of the one stolen or pay the replacement value of \$6,000.00.

**ADDITIONAL DRIVERS**

Renter specifically acknowledges that only designated drivers, with valid driver's licenses and that are of the age of 21 or older, are allowed to drive the vehicle. Failure to abide by this requirement WILL result in loss of use of the vehicle with no refund. Primary Renter is totally responsible for any non-approved drivers in the event of an accident or injury.



## **Addendum to the Rental Agreement**

(The terms of this Addendum become part of the Rental Agreement.)

1. The primary renter and authorized additional renters agree to confirm that all passengers are **SEATED AND SAFELY BELTED** in before the vehicle is put into motion. **NO STANDING IN THE CART WHEN IN MOTION OR WHEN PARKED.**
2. The LSV must not be driven over curbs, off road, on beaches, bike paths or sidewalks. The primary renter and authorized additional renters understand and agree that the rented LSV vehicle **must be operated adhering to all normal rules of the road.**
3. The primary renter and authorized additional renters agree to give the right of way to faster moving traffic when this can be done safely.
4. The primary renter and authorized additional renters are responsible for maintaining proper weight distribution of their passengers in the cart.
5. **NO DRINKING OF ALCOHOL** while operating the LSV.
6. The primary renter and authorized additional renters are prohibited from wearing any kind of headset while driving the vehicle. Use of **cell phone prohibited** while operating the LSV.
7. The primary renter and authorized additional renters agree that no pets shall ride on the LSV.
8. The primary renter or authorized additional renters understand that they are prohibited from traveling on any State Roads or Highways regardless of the posted speed limit.
9. The primary renter and authorized additional renters accept the responsibility for any charges to their credit card for the recovery of a vehicle that was not able to return to the renting location because of the following:
  - a) Vehicle was impounded
  - b) Any vehicle that required repossession.
10. The primary renter assumes responsibility for any unpaid parking tickets in addition to any surcharges that may apply.
11. Failure to return rented property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are *prima facie* evidence of intent to defraud.

**By checking the box on the reservation page and entering your electronic signature, the primary renter and additional renters are attesting that they have read this addendum in full, understand it and agree to the terms of this addendum.**



## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of EcoSense Global Services, LLC, dba Lightning Bugz LSV Rentals, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LB"), I hereby agree to release, indemnify, and discharge LB as follows:

1. I acknowledge that my LSV (Low Speed Vehicle) entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** accidents involving other vehicles of any type; collision with fixed or movable objects; injuries or accidents involving contact with the vehicle; falls from the vehicle; the negligence of other operators of motor vehicles or myself; all of which could result in musculoskeletal injuries including head, neck, and back injuries; the condition of roads, terrain, or highways and accidents connected with their use; contact with animals or insects; equipment failure;

Furthermore, LB employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities, age, insurance coverage and other issues that may or may not be disclosed at the time of a rental of LSV. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LB from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of LB's equipment, **including any such claims which allege negligent acts or omissions of LB.**
4. Should LB or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance including physical damage and liability insurance that extends to rental cars, both low speed and high speed, to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of anyone who may drive the LSV who is under the age of 21 or under the influence of any substance, not limited to drugs (prescription or otherwise) and alcohol.
6. In the event that I file a lawsuit against LB, or seek damages in any way, I agree to do so solely in the state of South Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By agreeing to this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against LB on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**