

Golf Cart Training Form & User Agreement

Form

Prior to operating a University owned you must review and sign this training form. The review must be in the presence of an authorized experienced Golf Cart Operator.

Requirements for Golf Cart Use:

- Golf cart drivers must have a valid driver's license
- All drivers must over the age of 18

Prior to Use – Conduct a pre-use inspection of the cart and report any damaged

- ☐ Inspect the vehicle for damage
- ☐ No fuel or battery leaks
- ☐ Test the brakes to ensure they are functioning properly
- ☐ Review how to use the parking break
- ☐ Test the parking brake to ensure it's working properly
- ☐ Adjust mirrors (if equipped)
- ☐ Review how the passive start up works (pressing gas activates engine)
- ☐ Test reverse and ensure back-up alarm is working



Instructor Initials _____

Student Initials _____

Note any damages: _____

Refueling Combustible Engines – Review with the instructor the steps for safely refueling the golf cart:

- ☐ Review the location and procedures for accessing the nozzle
- ☐ When dispensing gasoline, use only an approved portable container.
- ☐ Discharge static electricity by touching the can with gas dispenser nozzle before removing can lid.
- ☐ When filling a portable container, manually control the nozzle valve throughout the filling process.
- ☐ Fill the cart slowly to decrease the chance of static electricity buildup and to prevent spilling.
- ☐ Place cap tightly on the container after filling - do not use containers that do not seal properly.
- ☐ When transporting gasoline in a portable container, make sure it is secured.
- ☐ Never leave a gasoline container in direct sunlight or in the trunk of a car.

Instructor Initials _____

Student Initials _____

Recharging Electric Engines – Review with instructor the steps for safely charging the batteries:

- ☐ Check the battery cables and connections to ensure they are tight, clean, and free of corrosion.
- ☐ Do not try to charge the battery if the battery is leaking or has excessive corrosion
- ☐ Disconnect the charger cord after the car has been fully charged and the charger has shut off.
- ☐ Do not leave a cart unattended with the charger still plugged in for any extended period of time.
- ☐ Hot summer weather causes golf cart batteries to self-discharge at a much higher rate than in cold weather.
- ☐ Batteries are most vulnerable to salvation when they are sitting idle and partially discharged.

Instructor Initials _____

Student Initials _____

Safe Operation – Review these general safe operating instructions with the instructor:

- ☐ **ONLY** carts that are registered by the state and are permitted to do so can be driven on roads
- ☐ Golf carts may only be driven on sidewalks and side roads. All other vehicles must stay on paths and sidewalks except for when crossing a road
- ☐ Where the seatbelt if available
- ☐ Maintain low speeds when traveling around corners or downhill, golf carts can tip over
- ☐ Do not drive in a manner that could endanger yourself, passengers or cause damage to University Property
- ☐ Avoid speedbumps, road debris or other obstructions whenever possible
- ☐ If the vehicle is registered and is permitted to be driven on roads, obey all traffic rules and regulations

- ☐ Maintain slow speeds when traveling on sidewalks and path
- ☐ Always set the parking break and remove the keys when exiting the cart
- ☐ Always yield to pedestrians and bicyclists
- ☐ Avoid sharp turns and approach blind corners with caution
- ☐ Keep arms, legs and feet inside the cart while in motion
- ☐ Using caution when driving over steep or uneven terrain
- ☐ Approaching steep or uneven terrain vertically to avoid tipping over
- ☐ Do not attempt to alter the rpms, gear ratio or other settings
- ☐ Never allow others to ride on the back of a cart unless it is equipped with seats
- ☐ Never drive downhill in reverse
- ☐ In heavy pedestrian areas do not go faster than the speed of the pedestrians.
- ☐ **Never exceed 10 miles per hour** in light pedestrian areas.
- ☐ Never leave the keys in the golf cart when unattended
- ☐ Never attempted to pass another vehicle while driving a golf cart

Instructor Initials _____

Student Initials _____

Golf Cart Road & Sidewalk Travel:

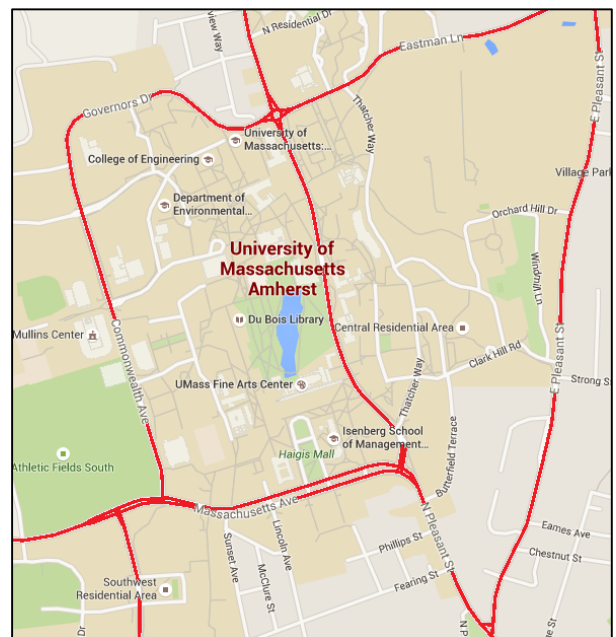
Road Travel: Never Drive Golf Carts on the following streets:

- Massachusetts Ave,
- North Pleasant Street,
- East Pleasant Street,
- Eastman Lane,
- Governors Drive,
- Commonwealth Avenue,
- University Drive

Golf carts may be driving on the side walk when travel is needed in these areas.

Sidewalk Travel: When driving the golf cart on sidewalks:

- Always travel at the speed of the pedestrians when pedestrian foot traffic is heavy.
- When pedestrian foot traffic is light, maintain speeds less than 5 mph.
- Always allow as much space as possible between the cart and the curb of the sidewalk.
- Avoid driving the carts on narrow sidewalks.



Motor Vehicle Accidents – At the scene of an accident involving a State vehicle, the driver shall, unless incapacitated due to injury:

- Call for medical assistance if necessary;
- Notify the police. If this is not immediately possible, the driver must notify the police as soon as he/she is able;
- Obtain all information necessary to fully complete a RMV Motor Vehicle Crash Report and an Owned Vehicle Auto Loss form with the University Treasurer's Office. :
- Call the University Treasurer's Office within 24 hours of the accident.

By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of and agreement with the above policies.

Renter's Name: _____ **Date:** _____ **Signature** _____

Trainers: _____ **Date:** _____ **Signature** _____



Environmental Health and Safety
117 Draper Hall
40 Campus Center Way
Amherst, MA 01003
(413) 545-2682

User Agreement

Insurance: The Renter hereby warrants to Owner that Renter possess car insurance that covers personal injury to Renter or other persons as well as the Vehicle and the property of others.

Indemnity: Regardless of insurance coverage, Renter shall fully indemnify the Owner for any loss, damage, and legal actions, including reasonable attorney's fees that Owner suffers due to Renter's use of Vehicle during the term of this Agreement, including but not limited to, damage to the Vehicle, damage to the property of others, injury to Renter, and injury to others. This provision survives the termination of this Agreement.

Owner Warranty: The Owner represents that to the best of his knowledge and belief that the Vehicle is in sound and safe condition and free of any known faults or defects that would affect its safe operation under normal use.

Renter Warranties: The Renter agrees that Renter will not (a) use the Vehicle to carry any passengers other than Renter; (b) allow any other person to operate the Vehicle; (c) operate the Vehicle in violation of any laws or for an illegal purpose and that if Renter does, Renter is responsible for all associated, tickets, fines, and fees; (d) use the Vehicle to push or tow another vehicle; (e) use the Vehicle for any race or competition; (f) operate the vehicle in a negligent manner.

Arbitration: In the event that the Parties cannot amicably resolve a dispute or damage claim resulting from this Agreement, the Parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in [City], [State], in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the Parties. If the Parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of [State] in the United States shall apply to the arbitration proceedings. The Parties agree that the arbitrator cannot award punitive damages to either Party and agree to be bound by the arbitrator's findings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Sample Car Rental Contract Page 3 of 3 Disputes and Governing Law. The laws of the State of [State] in the United States without regard to any conflict of law principles govern this Agreement. No action, arising out of the transactions under this Agreement may be brought by either Party more than one year after the cause of action has accrued.

General: This Agreement, including all Exhibit(s), constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties and any current or subsequent purchase order(s) provided by Affiliate. No alteration or modification of this Agreement or any Exhibits shall be valid unless made in writing and signed by an authorized Affiliate of each Party. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be in writing and signed by an authorized Affiliate of the Parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees.

Knowledge of and compliance with applicable state laws, rules, regulations and policies are the responsibility of the driver and noncompliance may result in suspension of user privileges.

By signing my name below, I certify that I have read the above information. Any questions concerning these policies have been discussed. My signature also certifies my understanding of and agreement with the above policies.

Renter's Name:_____ **Date:**_____ **Signature**_____

Witness:_____ **Date:**_____ **Signature**_____