



Member Personal Golf Cart Permit and Agreement

MEMBER NAME: _____

Member #: _____

This Member **Personal** Golf Cart Permit and Agreement (“Agreement”) is made this ____ day of _____, 20____ (“Effective Date”) by and between Timberlane Golf & Recreation (“TGR”) and the above named and undersigned member (“Member”) of TGR. In consideration of the mutual covenants contained herein, the parties agree as follows:

TGR extends to Member the privilege of using a privately owned golf cart on the golf course subject to the terms and conditions of this Agreement. Member may not assign the privilege to any person. Member accepts the privilege, subject to TGR Rules, Regulations and Code of Conduct, whether now existing or as may be hereinafter adopted, modified, or revised; Membership policies; the provisions of Exhibit A below; and the following terms and conditions:

- **Term and Monthly Fee:** This Agreement shall commence on the Effective Date and end on December 31st of the year of the Effective Date (“Term”). This Agreement shall automatically renew for subsequent one-year periods commencing on January 1st of each year unless either TGR or Member delivers to the other a written notice terminating the Agreement on or before December 1st of the immediately preceding year. TGR may amend the Agreement for subsequent years and shall deliver a copy of the amendment to Member prior to December 1st. In such event, Member may accept the new terms by returning an executed copy of the amended agreement to the TGR office prior to December 31st. In the event Member fails to return such executed agreement, Member will be deemed to have rejected the amended agreement and all rights to use a private golf cart on the course shall terminate as of December 31st.

Member shall pay a \$ _____ monthly fee (“Trail Fee”) which shall be billed to the members account at the end of each month for the next succeeding month and shall be nonrefundable, unless (a) TGR exercises it’s right to terminate this Agreement prior to the end of the Term, or (b) Member terminates membership. In either of the foregoing cases, a prorated amount shall be refunded to Member within 30 days of written notice of termination.

In addition, Member shall pay an annual registration fee of \$10 to register the cart and receive a permit sticker.

- **Condition of Golf Carts:**

Member agrees to keep Member’s golf cart neat, clean, and in good repair, and provide proof of same as reasonably requested by-TGR from time to time, and in no event less than once per year. TGR or its designee, without notice, may inspect Member’s golf cart at any time while on any TGR property. TGR reserves the right to require repairs, modifications, or complete replacement, if necessary, in order for a Member’s golf cart to remain within the guidelines of TGR approved golf carts. All required repairs, modifications, or a complete replacement must take place before a golf cart is allowed to be driven on the TGR’s golf course or premises.

- **Authorized Users:** Payment of the monthly trail fee permits the Member and any other persons authorized to enjoy the privileges of Member’s membership to operate the golf cart on the TGR’s premises provided such person has a valid automobile driver’s license. Such authorized users may ride complimentary when riding

with the Member in the privately owned golf cart when playing golf. All other persons shall pay the current applicable cart rate when riding in a privately owned golf cart when playing golf. Members with active and current privately owned golf cart memberships may ride with each other.

- **Golf Cart Traffic:** Golf cart traffic on the golf course and golf paths is restricted to those who are playing golf or for the sole purpose of playing golf or using any of TGR’s facilities. All golf course play must be scheduled through TGR, and all players must check in at the golf shop before play commences.
- **No Maintenance:** No privately owned golf carts will be stored, recharged, or maintained by TGR.
- **Golf Cart Operation:** Member agrees that member will allow the golf cart to be operated only by a licensed driver, in a safe and prudent manner, and in accordance with any and all governmental regulations and the TGR Rules, including any safety provisions, policies or procedures which TGR may issue or require from time to time, in its discretion.
- **Liability and Assumption of Risk:** Member agrees to accept all risks associated with the use and operation of the golf cart as set forth below. Member agrees to defend and indemnify TGR, Timberlane Neighborhood Improvement and Beautification District (“TNIBD”), and CGPM Managers, LLC and their respective heirs, successors, assignees, subsidiaries, affiliates, shareholders, members, officers, directors, commissioners, agents and employees (collectively “Indemnified Parties”), from and against any and all claims and losses -as a result of: (a) Member’s failure to fulfill any condition of this Agreement; (b) injury or property damage arising out of or in any way connected with the golf cart’s operation, regardless of whether Member was operating the golf cart at the time of the incident (except to extent that the damage or injury arises out of the negligence, gross negligence or reckless conduct of an Indemnified Party); or (c) Member’s failure to comply with any applicable federal, state or local laws. Persons using the golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart and shall pay and reimburse TGR for any and all damages to the TGR facilities and that TGR may sustain by reason of misuse, including, without limitation, damage to other golf carts and to any of the property of TGR.

Insurance: At all times during the Term of this Agreement Member agrees to carry, in a form satisfactory to TGR, liability insurance on the operation of Member’s golf cart (inclusive of coverage for injuries to riders and nonriders alike, as well as property damage) in the minimum amount of \$250,000.00 per occurrence for bodily injury and property damage. Member shall provide TGR Manager a copy of the insurance policy for such liability coverage with this signed Agreement and to notify TGR immediately of any loss of coverage. Receipt of coverage documentation by TGR Manager does not constitute acceptance of any policy and does not waive any of the foregoing insurance coverage requirements. TGR may revoke this Agreement at any time without liability to Member for failure to comply with insurance requirements.

In witness thereof, TGR and Member have caused this Agreement to be executed on the date first above written.

Timberlane Golf & Recreation

By: CGPM Managers, LLC, manager
(PRINT)

Member: _____

By: _____

Its: _____

Signature: _____

Date: _____

Date: _____

Exhibit A

1. Only property owners of TNIBD who are living in their residence and who are members of TGR have the privilege of personal golf cart use. Personal carts cannot be shared between or among the property owners. One private cart, one owner.
2. Any qualified resident that drives a personal cart on TGR property needs to register the cart each year. The registration sticker must be visible on the windshield of the cart.
3. Type of cart – 4 wheel, electric or gas. All vehicles are subject to an annual inspection by TGR personnel to determine that all standards of quality and safety are being maintained.
4. Personal cart owners who pay a monthly trail fee do not pay a cart fee when riding with another personal cart owner. They do pay the TGR cart fee when riding TGR carts.
5. Personal cart owners that do not pay a monthly trail fee can pay a daily trail fee of \$10 per player.
6. Any member who does not have an active and current private cart membership must pay a TGR cart fee in the golf shop prior to beginning play, even if they ride with/on the personal owner cart.
7. TGR is not responsible for any damage to person or property that a personal cart owner or their designee may incur while operating a personal cart. Only individuals that are the owners of a valid state driver license may operate personal golf carts when on TGR property.
8. All personal golf cart owners must sign a release of liability and show evidence of liability insurance.
9. TGR management has the right to revoke the privilege to use a personal cart based on negligence or misconduct in the use of the cart.
10. Should TGR golf personnel remove a personal golf cart owners' cart from the golf course or a hazard area, the personal golf cart owner will be charged a service fee.
11. Personal golf carts may not be stored on TGR property.
12. Members using personal golf carts must check in at the golf shop prior to beginning play. Cart traffic on the course is restricted to nine and 18-hole rounds of play.