

Plantation Bay Country Club

ANNUAL TRAIL FEE/PRIVATE CART AGREEMENT

The right to use privately owned golf carts on the golf facilities at Plantation Bay is currently permitted by the Plantation Bay Country Club on an annual basis. This privilege is non-transferable, non-assignable, and may be terminated at any time by the Club. Privately owned golf carts must be approved each year by the Club as complying with the appearance and other standards as stated in this Agreement and the Rules and Regulations of the Club as the same may be amended from time to time.

Private golf cart privileges pursuant to this Agreement are available on an individual or family basis, upon payment of the required annual trail fee. The individual program allows only the member to use the golf facilities at the Club without payment of golf cart fees and the family program allows the member and the member's immediate family to use the golf facilities at the Club without payment of golf cart fees. All other passengers shall be required to pay the applicable golf cart fees established by the Club unless they have paid an annual trail fee to the Club.

Annual trail fee agreements are only available to FULL members in good standing who are residents of the Plantation Bay community. The annual fee is billed in two installments and is non-refundable. First time trail fee members may be prorated on a monthly basis. Members covered under this trail fee agreement will be allowed to pay for personal use of a Plantation Bay cart. This fee will be waived whenever the trail fee participant is the second seat in another member's cart.

As a private golf cart owner, the undersigned hereby makes application to Plantation Bay Country Club's Annual Trail Fee Program. Upon submitting this Agreement to the Club, the undersigned agrees to abide by all rules and regulations for private golf carts as they may be amended from time to time by the Club:

1. Privately owned golf carts must be electric battery powered, quiet in operation and tasteful in appearance. All carts must have the same body shape, size (including tires) and general color as the Plantation Bay fleet (light beige). Four (4) seater carts and or carts with extensions are not permitted. All carts must be approved by the Plantation Bay Director of Golf before gaining access to the golf course. The Plantation Bay General Manager is the final authority on these criteria and is authorized to ban non-complying carts from the course.
2. Golf cart owners, when playing together, or with a non-cart owner, must abide by the rules of one golf cart for every two players. Any person who is not participating in the private golf cart program and is riding as the second person in a privately-owned golf cart must pay the applicable golf cart fee in the Golf Shop before beginning play. Privately owned golf carts cannot be loaned or used by anyone other than the member or immediate family members on the Club Facilities. A maximum of two riders and two golf bags per golf cart is allowed.
3. The Club will establish from time to time the safety specifications that all privately owned golf carts must satisfy. The Club has no responsibility for the storage, service or repair of privately owned golf carts.
4. Members with privately owned golf carts must check in at the Golf Shop prior to beginning play. On any particular day, the use of privately owned golf carts on the golf facilities is subject to approval by the Golf Professional and the Golf Course Superintendent. Privately owned golf carts

must also be operated in accordance with the General Golf Cart Rules established by the Club from time to time for golf carts provided by the Club.

5. **Each year a member with a privately-owned golf cart shall be required to provide the Club with proof that the operation of the golf cart is covered by an insurance policy of the member with policy limits established by the Club. A yearly decal will be issued for the golf cart when the trail fee agreement, proof of insurance, and the annual trail fee payment are received.** The yearly decal should be placed on the front of the golf cart in clear view. When a privately owned golf cart is no longer used in the private golf cart program, all stickers and decals must be removed and returned to the Club. **No private golf cart will be permitted on Club property without a current decal placed in clear view.**
6. Members using a privately-owned golf cart will be fully responsible for any and all damages caused by the use or misuse of the golf cart by anyone operating it or otherwise, and the member shall reimburse the Club for any and all damages the Club may sustain by reason of use or misuse, including without limitation, damage to other golf carts and any property of the Club.
7. Members with privately owned golf carts are required to ensure that their golf carts are restricted to licensed drivers who will operate the golf cart in a safe, prudent manner and in accordance with all local, state and federal governmental laws and regulations.
8. Privately owned golf carts shall be driven on the golf course and other facilities of the Club only when such facilities are open for use as established by the Club.

As a participant in the Annual Trail Fee program at Plantation Bay Country Club, the undersigned further agrees:

1. To indemnify and hold harmless the Plantation Bay Country Club, its successors, assigns, respective affiliates, officers, directors, agents, manager and employees, from and against any claims, loss, liability, damage, expense or cost (including reasonable attorney fees) arising out of or related to the operation of the golf cart by the undersigned, immediate family members, guests and any other operator. This obligation to indemnify includes, without limitations, deductibles or retained limits which may be incurred by the Plantation Bay Country Club or any indemnified party.
2. To be fully responsible for any and all damages caused by the operation of the golf cart by the undersigned, immediate family members, guests and any other operator and to reimburse the Club for any and all damages the Club may sustain by reason of operation of the golf cart, including without limitation, damage to other golf carts and any property of the Club.
3. To maintain during the term of this Agreement liability insurance coverage on the operation of the private golf cart with policy limits at least equal to **\$300,000 personal injury coverage per occurrence and \$30,000 property damage coverage and provide a certificate of insurance to the Plantation Bay Country Club.** The undersigned further agrees that he/she will not permit the use or operation of the private golf cart by any person or in any manner which would invalidate such insurance coverage.

4. That violations of the rules and regulations regulating use of privately owned golf carts might result in the revocation of private golf cart privileges, playing privileges and/or the suspension or termination of membership privileges at Plantation Bay Country Club.

5. The failure or delay of the Club at any time to require the undersigned's performance of any provision of this Agreement or the rules and regulations as the same may be amended from time to time, even if known, will not affect the right of the Club to require the undersigned's performance of that provision or to exercise any right, power or remedy under this Agreement or the rules and regulations, and any waiver by the Club of any breach of any provision of this Agreement or the rules and regulations should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement or the rules and regulations.

New Participants:

<input type="checkbox"/> Single Plan <input type="checkbox"/> Family Plan Decal # _____
Member Name _____ Member Name _____
Cart Approved by _____ Date _____
Signature of Member _____ Date _____
Signature of Member _____ Date _____

Renewals:

<input type="checkbox"/> Single Plan <input type="checkbox"/> Family Plan Decal # _____
Member Name _____ Member Name _____
Signature of Member _____ Date _____
Signature of Member _____ Date _____