

Plantation Bay Country Club

ANNUAL TRAIL FEE/PRIVATE CART AGREEMENT - 2025

The privilege of using a privately owned golf cart on the golf course at Plantation Bay Country Club is currently granted by Plantation Bay Country Club, LLC doing business as the Plantation Bay Country Club (the “Club”) on an annual basis to persons who own a residence in the Plantation Bay residential community (“Plantation Bay”). No private golf carts may be utilized on the Club property except in compliance with the terms and conditions of this Agreement and the rules and regulations adopted by the Club from time to time.

Privately owned golf carts must be approved each year by the Club as complying with the appearance and other standards as stated herein or otherwise set forth in the Club’s rules and regulations. Only those privately owned golf carts displaying a current year decal sticker issued by the Club (or the appropriate Plantation Bay homeowners association) will be allowed access to Club property.

As a private golf cart owner, the undersigned hereby makes application to the Club trail fee program. Once the application is approved by the Club, the undersigned covenants and agrees to submit a non-refundable trail fee payment. Decals will only be issued to applicants who have met all the requirements and are paid in full. The payment will be based upon the annual fee of \$2,750 Single or \$3,500 Family (pro-rated only for the first year of trail fee selection based upon date of application, thereafter due December 1st of each year for the full annual amount). This privilege is non-transferable and non-assignable. The Club may determine at any time to no longer permit use of privately owned golf carts on the facilities provided by the Club. The Club reserves the right to modify the trail fee in its sole discretion and will notify trail fee participants of any such change in advance of the next annual payment.

Payment of the annual trail fee and compliance with the terms of this Agreement permits the privately owned golf cart to be operated on Club property. Only individuals who currently maintain a full golf membership and who are current with all membership dues are eligible to participate in the trail fee Agreement.

When using the privately owned golf cart on the golf facilities at the Club the owner holding a Single trail fee plan will not be required to pay any golf cart fees. Also, no golf cart fees will be assessed against household family membership (as defined in the Club rules and regulations) using a privately owned golf cart in the event the owner has a Family trail fee plan. However, other passengers shall be required to pay the established golf cart fees unless they have paid an annual trail fee or annual rental cart plan. Persons participating in the private golf cart program who are not riding in a privately owned golf cart shall pay the applicable cart fee.

Members must notify the Club in writing before December 1 if they are not renewing their trail fee for the following year. The terms of the renewal shall be covered by the then current Trail Fee Agreement as it may be amended from time to time. It is the responsibility of the private cart owner to maintain the required insurance at all times and to notify the Club of a change in status or cancellation. Owners will be required to update insurance information in connection with each annual renewal and will execute any modification or amendment to the trail fee agreement supplied by the Club from time to time.

As a participant in the private golf cart program at the Club, the undersigned hereby represents, warrants, covenants and agrees to the following:

1. To be fully responsible for any and all damages caused by the use of the golf cart by the undersigned, the spouse, immediate family members and their guests and all other users and operators of the private golf cart.
2. To abide by all of the rules established by the Club, including without limitation, the rules and regulations established by the Club for the use of private golf carts, as the same may be amended from time to time, a copy of which is attached hereto as Exhibit “A.”

3. To maintain at all times, 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 naming Plantation Bay Country Club, LLC as additional insureds.

Such insurance coverage shall also provide that written notice of cancellation will be provided to the Club with at least thirty (30) days prior to cancellation. The undersigned further agrees not to permit the use or operation of the golf cart by any person or in any manner which would invalidate the insurance coverage. All insurance shall be written with state regulated insurance companies and with terms acceptable to the Club. The undersigned shall furnish the Club with duplicate originals of the insurance policies, together with application therefore and endorsements and attachments thereto, whether the insurance is purchased at the beginning of or during the term of this Agreement. Such insurance coverage is presently provided by the insurance company and policy number provided by the undersigned and included in this Agreement.

4. No alteration, modifications or personalization of the golf carts will be made and that no additional equipment will be installed on the golf cart without the prior written consent of the Club.
5. To perform all normal and reasonable maintenance and repairs required to maintain and keep the golf cart in good order and repair in accordance with the manufacturer's recommendations. The owner will timely replace any and all parts or equipment which may be worn out, lost or destroyed due to normal operation. Such replacement shall be in good operating condition and have a value, utility and quality at least equal to the property replaced if such cart were in good operating condition.
6. Violations of the rules and regulations of the Club, including without limitation rules and regulations governing the use of golf carts (privately owned or otherwise) may result in the revocation of the private golf cart privileges, use privileges and/or suspension or termination of membership privileges in the Club.
7. To indemnify, defend and hold harmless the Club, its successors, assigns, respective affiliates, officers, directors, agents, managers 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.
8. 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.
9. The failure or delay of the Club at any time to require the performance of any provision of this Agreement or the rules and regulations of the Club will not affect the right of the Club to require performance of that provision or to exercise any right, power or remedy under this Agreement or the Club rules and regulations and should not be considered 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. No notice to or demand of the undersigned in any case shall of itself, entitle the undersigned to any other further notice or demand in similar or other circumstances.
10. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflict of laws. Venue for all proceeding in connection herewith shall be in the state and federal courts having jurisdiction within Volusia County, Florida.

EXHIBIT A

PLANTATION BAY COUNTRY CLUB

TRAIL FEE AGREEMENT

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 or guest fee in the Golf Shop before beginning play. Privately owned golf carts cannot be loaned or used by anyone other than the member (for single) or household family members included in the membership (for family) on 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. **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 side 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 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.
7. 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.
8. Owners of privately owned golf carts understand that roadways within Plantation Bay are public roadways and that the Club is not responsible for the use and operation of private golf carts on public roadways. The private golf cart owner is responsible for the use, maintenance and operation of the golf carts in compliance with applicable state and local laws, regulations and ordinances.
9. All owners of privately owned golf carts shall be required to sign a release of liability agreeing to hold the Club and their directors, officers, partners, employees, representatives and affiliates harmless as a result of any loss or damage relating to the ownership or operation of the golf cart.
10. Only those persons who are at least 16 years of age, have a valid driver's license and have read this Agreement and comply with the terms are permitted to drive and operate golf carts.

11. Privately owned golf carts must be annually approved by the Club as complying with the safety and other standards established by the Club and the golf carts must conform to Florida vehicle laws.
12. When a privately owned golf cart is no longer used in the privately owned golf cart program, all stickers and decals must be removed. Privately owned golf carts without a valid trail fee decal will not be allowed access to the Club's golf courses. Privately owned golf carts on any club property (whether or not a member) must have either a valid trail fee decal or valid decal issued by the Plantation Bay Community Association.
13. Privately owned golf carts are subject to the same rules and regulations established by the Club for operation of Club owned golf carts used on Club property.
14. Members will be held accountable for the actions of their guests.



New Participants:

Single Plan Family Plan – 2025 - Decal # _____ Member # _____

Member Name _____ Member Name _____

Cart Approved by _____ Date _____

Signature of Member _____ Date _____

Signature of Member _____ Date _____



Renewals:

Single Plan Family Plan 2025 – Decal # _____ Member # _____

Member Name _____ Member Name _____

Signature of Member _____ Date _____

Signature of Member _____ Date _____

INSURANCE INFORMATION:

Insurance Provider: _____

Personal Injury Coverage At Least \$300,000:

Obtained Copy of Certificate of Insurance:

Property Damage Coverage At Least \$30,000:

Plantation Bay Country Club, LLC Named As Additional Insured: