



CROOKED RIVER RANCH GC GOLF CAR LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 20__ by and between **CROOKED RIVER RANCH GOLF COURSE**, hereinafter referred to as the “Lessor”, and , hereinafter referred to as the “Lessee”.

WITNESS: WHEREAS, both the Lessor and the Lessee are desirous of entering into an agreement concerning the leasing of the use of a golf car at the Lessor’s place of business, to wit: Crooked River Ranch Golf Course.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. **SUBJECT:** The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, subject to the terms and conditions hereinafter set forth, the use of any one of Lessor’s available golf cars and hereinafter referred to as “rental car”: for 9 holes or 18 holes on any day during regular business hours.

2. **TERM AND RENTAL PAYMENTS:** This lease is for a term of 12 months commencing on May 1, 20___ and ending April 30, 20___. The Lessee agrees to pay to the Lessor, for use of a rental car, the full sum as is pertinent per the rate schedule below. Said rental fees are to be paid annually on or before May 10, 20___ for the term hereof. In the event that a Lessee begins a first lease program earlier or later than said lease period, all fees shall be pro-rated to May 1st. Rental payment shall be made to the Lessor at the Crooked River Ranch Golf Shop located at 5195 SW Clubhouse Rd, Crooked River Ranch, OR 97760. The fee paid by Lessee in advance as outlined above is non-refundable. If Lessee terminates this lease agreement for any reason, Lessor shall be entitled to retain all of the Lease Payment as Lessor’s own property. For purposes of this Lease Agreement, once payment is made to Lessor, it becomes Lessor's property regardless of resignation from the Club by Lessee, termination of this agreement by Lessee, amount of usage of a golf cart pursuant to this lease agreement, or any other reason.

3. **MAINTENANCE AND REPAIR:** Lessor agrees to perform, at its own expense, the major and preventative maintenance and repairs on any and all rental cars available for use by the Lessee. Lessor agrees to provide Lessee with use of a clean, and otherwise presentable and effective rental car.

4. **RISK OF LOSS:** The Lessee shall be responsible for loss or damage caused by a negligent or intentional act on the part of the Lessee.

5. **USE BY LESSEE:** The Lessee agrees that use of any rental car shall be limited to the Lessee if a single or Lessee and/or his spouse as a couple. The Lessee agrees to abide by all Rules and Policies of the Crooked River Ranch Golf Course regarding use of golf cars on the premises. The Lessee shall inform the Lessor or his staff of his intent to use a rental car at all times by reservation. In the case of a couples’ lease, both spouses may use a rental car if playing in separate groups provided their guest riders pay the regular rider fee.

6. **GUEST RIDERS OF LESSEE:** A guest riding with Lessee shall pay the single regular rate rider fee unless the guest owns his/her own car and which is not in use by a spouse at the time lessee is using the lease car.

7. **TITLE:** This agreement creates a Lease for bail only of the equipment and not a sale thereof or the creation of any security interest therein. The Lessor shall remain the sole owner of all rental cars available for use by Lessee and nothing contained herein or the payment of rent hereunder shall enable the Lessee to acquire any right, title or other interest in or to any rental car other than that of a bailee for hire. The Lessor retains the right to affix to each vehicle a notice expressing his ownership and any identification numbers he may deem necessary.

FEE SCHEDULE

CRR Property Owner - Single	\$475
CRR Property Owner - Couple	\$650
NON Property Owner – Single (5-Day)	\$475
NON Property Owner – Single (7-Day)	\$550
NON Property Owner – Couple (5-Day)	\$650
NON Property Owner – Couple (7-Day)	\$725

SIGNED _____, Lessee
SIGNED _____, Agent for Lessor
DATE _____