



Private Golf Cart Use Agreement

This Agreement is made and entered into this _____ day of _____, _____ by and between 1400 East, LLC d/b/a The Fox Hill Club (“TFHC”) and _____, Private Cart User (“PCU”).

Authorization to operate privately owned electric carts at The Fox Hill Club is a privilege, granted to those members holding a valid permit who agree to abide by the rules and regulations as set forth by the club. Issuance of this permit entitles the holder to use his cart in support of golf play only, and limits the operation of the cart to club property and designated crossing points of the area streets.

The permit is issued to the current owner and is not transferable to another member.

Member support of the Golf Cart Policy is urged in order that the privilege of operating privately owned carts at the club might continue. A strict program of rules enforcement will be implemented and violation will result on withdrawal of cart privileges.

Whereas, PCU has requested to use their own personal golf cart on The Fox Hill Club property; and

Whereas, TFHC has agreed to allow the use of same, subject to the terms and condition as set forth below.

Now, therefore, for and in consideration of their mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Agreement shall be effective from the date hereof to March 31 of the next year. It shall thereafter automatically be renewed on April 1 of each year thereafter, provided TFHC is still offering annual cart use privileges and further provided all appropriate use fees are timely paid. There shall be no pro-rations or refunds of the annual use fee. PCU shall pay TFHC the annual fee established by TFHC to be able to operate their own golf cart on the Club’s premises.
2. PCU agrees to hold TFHC free from all liability in the event of loss through fire, theft or damage to PCU’s golf cart during the term of this agreement.
3. PCU shall be responsible for all damage to golf course property or other property, equipment or individuals from any cause whatsoever involving their golf cart and PCU agrees to hold harmless and indemnify TFHC, its employees, officers, successors and assigns from any losses it may incur including any costs in defending any actions for such damages or liability which arise from the use of PCU’s golf cart.
4. Golf cart use does not include maintenance.
5. Emergency maintenance to PCU-owned carts by club personnel will be charged at a rate of \$50 per hour plus parts and applicable sales tax.
6. PCU may not lend the cart to other golfers. PCU must be present and playing golf when the cart is on the course with the exception that eligible family members of the club may use the cart without the PCU present if the PCU holds a family membership here at the club.
7. PCU’s cart will not be permitted on the course at any time that carts belonging to TFHC are grounded because of turf or weather conditions.
8. Every person allowed to drive PCU’s golf cart must have a valid driver’s license. PCU must accompany any such driver (except for eligible family members as described in #6 above).
9. No privately owned cart shall be utilized on club property without the authorized cart permit secured on the back of the cart (obtained from the club).
10. Only the PCU or a member of the immediate family may use and drive the cart. Anybody may ride in the cart, but such person will be considered only as a guest. **People who ride with you on your personal golf cart, who are not on your membership, must pay the established golf car rates.** The cart shall not be loaned to anyone.

11. No “minors” under 16 may drive the cart. Owners will be liable if any minor under 16 misuses the cart or violates any rules.
12. All private carts shall be equipped with 8’ wide tires minimum.
13. PCU is the sole owner of the cart and no one else may acquire part ownership as long as this agreement is in effect. The permit is non-transferable.
14. PCU agrees that neither TFHC, nor its officers, agents, or employees assume any responsibility in connection with the ownership, storage, maintenance or use of the cart covered in this agreement, except as herein stated, and agrees to indemnify and save and keep harmless TFHC, its officers, agents and employees from any loss, injury or damage which might arise out of the ownership, storage, maintenance or use of the golf cart.
15. Carts must be kept on paths around all tees and greens. After reaching a point not closer than 30 feet from the green, proceed to the cart path. Carts must remain on path on all Par 3’s. Do not park on mounds around greens and sand traps. Medical flags are available in the golf shop for additional course access.
16. Course conditions pertaining to the use of golf carts will be under full control of the Golf Course Superintendent.
17. Only two riders may use the cart at any time while playing golf.
18. Observe all directional signs concerning cart travel.
19. Observance of rules is essential for the protection of the Golf Course. Persons mishandling carts or violating the rules will be denied cart privileges according to the following schedule:
 - a. *First violation – written letter from the Club identifying the violation
 - b. *Second violation – Suspension of cart privileges on club property for one week
 - c. *Third violation – Suspension of cart privileges on club property for one month and appearance before the General Manager.
 - d. *Fourth Violation – Suspension of cart privileges on club property for a minimum period of one year.
 - e. *Use of cart during periods of suspension will result in the next level of suspension.
20. PCU has received a copy of the golf cart rules and agrees to abide by the same.
21. It is further agreed that PCU will be responsible for the actions of those using the cart with permission.
22. PCU certifies that there is liability insurance on the golf cart and understands that if the coverage is only included in the standard homeowner’s policy, the coverage applied when the cart is used for golfing purposes only.
23. PCU understands that if the cart is used for transportation other than golf purposes, PCU should secure coverage from his/her insurance agent.
24. PCU understands that usually homeowner’s insurance would not cover any physical damage to the cart while on or away from the residence premises. PCU understands and agrees that this coverage could be specifically insured through PCU’s insurance agent. PCU further agrees and understands that TFHC has absolutely no responsibility for cart liability or physical damage, whether in the club’s care, custody, and control or wherever situated.
25. PCU will be issued a yearly cart sticker to be displayed on the back left (drivers side) above the bumper for easy display. All Private Carts must have a “Course” sticker to be allowed for use on the course for play.

1400 East, LLC
d/b/a The Fox Hill Club

Spouse, and dependents under 24 that are on the membership and may use cart (print names):

Membership Number

Private Cart User - Print Name and Signature

Date

Authorized TFHC Representative Signature

Date

Current Fees:

Trail Fee Course Access - \$695

Trail Fee Club Access - \$100