

**Marias Valley Golf Course**

**Private Cart Storage Agreement**

The agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Marias Valley Golf and Country Club, a non-profit corporation, hereinafter referred to as "MVGCC", and

Name 1 \_\_\_\_\_ Name 2 \_\_\_\_\_

Address 1 \_\_\_\_\_ Address 2 \_\_\_\_\_

Hereinafter referred to "lessee"

Cart Space Number \_\_\_\_\_ Cart Class:  Gas  Electric

Precondition to be an eligible lessee:

- 1. Must be Voting Member of MVGCC
- 2. Must have purchased a current yearly membership for golf

WITNESSETH

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties agree as follows:

- 1. MVGCC has a current lease with the City of Shelby to operate Marias Valley Golf and Country. On said, golf course, is located a golf cart storage facility. By execution of this lease, the MVGCC hereby leases to Lessee the above state space in said golf cart storage facility.
- 2. The cost of said lease shall be set by MVGCC and assessed annually. This lease will automatically renew itself, including all of its terms and conditions, on April 1<sup>st</sup> of each year following the execution hereof, unless either party notifies the other within thirty(30) days of said anniversary date of said party's desire not to renew this lease. Each automatic renewal term of this lease shall be for a term of one (1) year from the date of said automatic renewal. Payment shall be made by April 1<sup>st</sup> of each year.
- 3. Lessee must purchase annual cart storage fee, annual cart user fee and yearly golf pass by April 1<sup>st</sup> of each year or lease will automatically terminate.
- 4. Lessee is aware of certain rules and regulations concerning the use of private carts and concerning the golf cart storage facility. (Rules printed on back of this sheet). Lessee hereby acknowledges receipt of said rules and regulations. Lessee hereby covenants and agrees to abide by said rules and regulations, or term and conditions of this lease and all the aforementioned rules and regulations. If Lessee fails to abide by said rules and regulations or and term of this lease, this lease may be cancelled and terminated by MVGCC. To cancel and terminate this lease, the MVGCC shall send a written notice to Lessee at his/her address as shown above. Said notice shall be sent registered mail though the US Postal Service. Said notice shall identify the portion of this lease, or of the aforementioned rules and regulations that Lessee is not following. Lessee shall thereafter have fifteen (15) days from the date of said notice to correct said default. If said default is not corrected within the fifteen-day period, this lease, or any extension or renewal hereof, shall automatically terminate and MVGCC may thereafter resort to any remedy available to it under the laws of the State of Montana.
- 5. For purposes of this lease, MVGCC address shall be P.O. Box 784, Shelby, MT 59474.
- 6. Lessee agrees to obtain and maintain insurance to cover all damage to his/her golf cart and golf cart-related equipment. However, if Lessee chooses not to obtain said insurance, then Lessee hereby agrees to hold MVGCC, its officers, agents and employees harmless from any loss, damage, liability, cost or expense of any kind, in any way suffered by Lessee or to Lessee's property, which arises out of lessee's use of the golf cart storage facility.

7. Lessee shall not use the space leased hereby for any purpose other than the storage of Lessee's golf cart and golf cart-related equipment. Lessee agrees to make no alteration, addition, repair or improvement to the premises without the express written consent of MVGCC. In addition, Lessee agrees to attach no fixtures to the premises without the MVGCC express written consent. Further, Lessee agrees to commit no waste on the premises.
8. MVGCC agrees to keep the premises in a reasonable state of repair during the term of this lease.
9. Any property of Lessee left on the premises after the termination of this lease shall become the property of MVGCC.
10. Lessee shall not assign, sublet or in any way transfer his/her interest under this lease without the express written consent of MVGCC.
11. This lease shall be binding on the parties hereto, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

Lessee 1 \_\_\_\_\_

signature \_\_\_\_\_

Lessee 2 \_\_\_\_\_

signature \_\_\_\_\_

Date Paid \_\_\_\_\_

\_\_\_\_\_

Amount Paid \_\_\_\_\_

Marias Valley Golf & Country Club Representative