



PRIVATE CART USAGE AGREEMENT

This Agreement is made between The Jeremy Golf and Country Club, Inc. hereinafter called the "Club" and

_____, hereinafter called "Member." The word "member" to include both singular and plural, the masculine and the feminine, all as further defined in the Club's By-Laws.

This Agreement is conditioned upon the Member signing and attaching hereto a copy of the Rules and Regulations for Golf Carts. This Agreement is subject to change as deemed necessary by the Board of Governors of the Club.

This Agreement also shall be subject to the following conditions:

1. This agreement shall be for the sole purpose of driving on your privately owned cart onto the golf course premises;
2. Club shall not be responsible for loss or damage to said golf cart or contents, including articles left therein, by fire, theft, storm, accident, or other cause whatsoever;
3. Member shall at Member's expense obtain and keep in force a policy of combined single limits for bodily injury and property damage, insuring the Club against any liability arising out of the use, occupancy or maintenance of the premise, or all other areas appurtenant thereto. Member shall furnish the Club with certificates of insurance on a yearly basis.
4. Member hereby releases and relieves the Club and waives his/her entire right of recovery against the Club for loss or damage rising out of or incident which occur in, on or about the premises, whether due to the negligence of the Member or their agents and/or invitees. Club and Member shall upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing waiver of subrogation is contained in this Agreement.
5. Any use privilege for drive-on granted by this Agreement shall be conditioned upon Member's observance of Rules and Regulations copy of which is attached and signed by Member. Said Rules and Regulations may be amended from time to time by the Board of Governors of the Club and such amendment shall be binding on Member.
6. Annual Private Cart Usage fees are billed annually. Pro-rata fee adjustments are not allowed If a member elects to discontinue private cart usage for any reason.

I have read and signed a copy of the Club's Rules and Regulations for Golf Carts, copy attached.

This Agreement entered into _____.

JEREMY GOLF AND COUNTRY CLUB, INC.

Member Signature

Employee Signature

Member's Name and Account Number

Employee Title



RULES AND REGULATIONS FOR GOLF CARTS

The Jeremy Golf and Country Club, Inc. has the following golf cart rules which all owners of private carts must adhere to:

1. All golf cart drivers must check in with the Golf Shop before beginning play.
2. Golf cart drivers must have valid driver's license.
3. Golf carts must be electric. Unless a waiver has been granted by the Board of Governors prior to August 1997 for an existing private cart, fueled golf carts will not be permitted on Club premises.
4. Golf cart drivers must stay on the cart paths when requested to do so or follow the rules as set forth by the Head Professional, i.e., 90° rule.
5. Golf carts should contain no more than two passengers and carry no more than two sets of clubs.
6. Golf carts must be properly maintained to assure safety of Member and others.
7. Golf cart drivers and passengers must observe safety precautions; i.e., remaining seated, observing speed in relation to weather conditions.
8. No other rider other than Member's immediate family as defined in the Club's By-Laws shall be entitled to waiver of cart fees in lieu of annual trail fees.

I have read and understand the above rules. I understand that they are not limited to those set forth above, but also contain rules of operation, good fellowship and consideration, which are not specifically set forth.

Member's Signature

Dated _____

Member's Name and Account Number