



### ***Privately Owned Golf Cart Usage Agreement***

This Agreement, between \_\_\_\_\_, ["Member(s)"] of the Fawn Lake Country Club ("Club") and the Club sets forth the terms and conditions governing participation by the Member in the Club's program permitting the use of a privately-owned golf cart. The Agreement is effective on the date that it is executed by the Club's Director of Golf and shall remain in effect until terminated by either the Member or the Club. The Member recognizes and agrees that his/her ability to use a privately-owned golf cart on Country Club property is a privilege extended by the Club and that the terms governing continuation of that privilege, including elimination of the program, are subject to modification by the Club at any time in the Club's unilateral discretion.

**1. Authorized Persons.** Any person who is included within the Member's Club Membership may operate the Member's privately-owned golf cart on Club property provided that such person is at least 16 years of age and has a valid, unrestricted, motor vehicle operator's license. It is the responsibility of the Member to keep the Club advised of all such authorized individuals. As of the date of execution of this Agreement, the following individuals are so authorized:

(Print names) \_\_\_\_\_

(Print names) \_\_\_\_\_

Registered guests of a Member may operate the Member's privately-owned golf cart on Club property, provided such person is accompanied by the Member or an Authorized Person listed above, is at least 16 years old, and has a valid, unrestricted, motor vehicle driver's license.

**2. Rules Governing Usage.** The Member recognizes and agrees that the Club has the authority to promulgate Rules Governing the Usage of Privately-Owned Golf Carts ("Rules"), that the Club has done so and, in the Club's unilateral discretion, that the Club is free to modify, including adding to, those Rules from time to time. The Member recognizes that it is his/her responsibility to remain cognizant of the currently applicable Rules and to abide by them fully. The Member affirms that he/she has been provided a copy of the currently applicable Rules and that he/she has read and understands those Rules.

**3. Absolute Release.** The Member, on behalf of himself/herself and on behalf of all operators and passengers of Member's privately-owned golf cart, including on behalf of the heirs, personal representatives, next of kin, successors and assigns of the Member and of such operators and passengers, hereby releases, waives and forever discharges the Club, its officers, Directors, Members, employees and agents, from any and all liability, judgment, obligation, cost, loss, damage, claim or cause of action of any nature, whether based on negligence, gross negligence, intentional act or otherwise, arising out of the presence or use of Member's privately-owned golf cart.

**4. Obligation to Hold Club Harmless.** The Member agrees to defend, indemnify and hold the Club, its officers, Directors, Members, employees and agents harmless from any and all liability, judgment, obligation, cost, loss, damage, claim or cause of action, whether based on negligence, gross negligence, intentional act or otherwise, alleged to be attributable to the presence or use of such privately-owned golf cart, including, but not limited to, any and all damages, however designated, alleged to be sustained by any person or to any property. In discharge of this obligation, the Member agrees that he/she will, upon being advised by the Club that a claim has been asserted, assume responsibility for the defense of that claim, be solely responsible for all costs associated with that defense, and be solely responsible for any damages assessed whether as a result of a contested proceeding or a settlement of the claim. The Member agrees that it will not enter into any settlement that imposes any obligation upon the Club unless it shall first have obtained the written consent of the Club to the precise obligation being imposed, which consent may be granted or refused in the sole discretion of the Club.

**5. Obligation to Notify.** Should a Member be served with a claim attributable to the presence or use of a privately-owned golf cart, or should the Member become aware of any facts which could give rise to such a claim, the Member shall, at the earliest possible time, advise the Club of any claim that has or may be asserted and shall provide to the Club a copy of any claim or demand letter or, where a claim has not yet been asserted, a full written description of any facts which may give rise to the filing of a claim.

**6. Club's Right to Defend.** Notwithstanding the Member's obligation to defend, the Club, in its discretion, shall have the right to participate in such defense through counsel of its choosing at the expense of the Club. If for any reason the Member fails or is unable to defend against a claim, the Club shall have the right to do so, including the right to settle the claim on such terms as the Club considers appropriate, and the Member shall, upon demand, reimburse the Club for all costs, expenses and damages sustained, whether in a contested proceeding or settlement, including reasonable attorneys' and expert fees.

**7. Required Insurance.** The Member agrees that he/she will, at all times during the Member's participation in the privately-owned golf cart program, maintain comprehensive general liability insurance covering damages to persons or property in amounts not less than those specified in the then current Rules, such insurance to be issued by an insurance company licensed to issue comprehensive liability insurance coverage in the Commonwealth of Virginia. Within thirty (30) days of the effective date of this Agreement the Member agrees to provide to the Director of Golf a Certificate evidencing the existence of the required insurance and further agrees to notify the Director of Golf, in writing, any time that the coverage amounts or terms are modified. Anytime that the insurance is placed with a different carrier the Member agrees that within thirty (30) days of that change he/she will provide a new Certificate of Insurance to the Director of Golf. Annually the Member shall confirm to the Club in writing that the required insurance remains in place.

**8. Cart Condition.** If the Director of Golf determines that the golf cart may not be in appropriate condition to ensure its safe operation, or is otherwise not in compliance with the Rules, he shall be free to decline inclusion of the cart in the program provided, however, the Director shall notify the Member in writing of the reasons for the rejection. If the Director of Golf should at any time have reason to believe that the cart is not in compliance with the Rules, the Director shall be free to request an opportunity to inspect the cart and the Member agrees to comply with any such request.

**9. Golf Cart Covered.** The authorization for participation in the privately-owned golf cart program is limited to the following golf cart:

Manufacturer: \_\_\_\_\_

Serial Number: \_\_\_\_\_

**10. Duration and Termination.** This Agreement will remain in force and effect while the Member remains in the status of a Member and retains ownership of the golf cart covered by this Agreement. At any time, the Member may, upon thirty (30) days advanced written notice to the Director of Golf, terminate his/her participation in the privately-owned golf cart program provided, however, if the Member thereafter seeks to be reinstated in the program he/she shall, as a condition of such reinstatement, pay to the Club the monthly installment payments not paid during the prior period of nonparticipation, but not in excess of the amount of six (6) such payments. The Club shall have the right to terminate the Member's participation in the privately-owned golf cart program at any time, following written notice to the Member, for reasons related to the Member's violation of the Rules or other requirements of the Club.

**11. Interpretation; Governing Law.** This Agreement supersedes any prior agreement or understanding between the Member and the Club authorizing the use of a privately-owned golf cart. If any provision of this Agreement is determined to be vague or otherwise unenforceable, the Member and the Club agree that such unenforceability should be construed as narrowly as is possible so as to give the broadest possible reading to the provision in question. In particular, it is the intent of the Member and the Club that Sections 3 and 4 be construed so as to provide the Club with the maximum protection from liability and financial exposure permissible under applicable law. This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflict of laws and the courts of Virginia shall have personal and subject matter jurisdiction of any claim asserted hereunder.

Member(s): \_\_\_\_\_ Date: \_\_\_\_\_

Club NO. \_\_\_\_\_ Cart Decal NO. \_\_\_\_\_

Approved on Behalf of the Fawn Lake Country Club by:

\_\_\_\_\_ Date: \_\_\_\_\_

Director of Golf

Affirmed annually with initials and date:

\_\_\_\_\_