Private Cart Ownership Agreement and Usage Rules

This agreement between Bay City Country Club and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the undersigned (“licensee”), is as follows:

**Seasonal Cart Pass - $300.00**

Bay City Country Club has determined to allow the use of privately-owned golf carts in and about the course, subject to conformance with the current rules and regulations established by the Club and set out herein below, and as restricted by the limited number of carts available, and as may be amended from time to time as provided herein.

By executing this Agreement, Licensee agrees to abide by and comply with the terms of this Agreement and with such rules and regulations as are from time to time established by BCCC.

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Licensing**
   1. Each privately-owned golf cart (the “cart”) must be licensed by BCCC prior to use at Bay City Country Club.
   2. Bay City Country Club may revoke any license, without notice if licensee violates any provision of this Agreement, or the licensed cart is not maintained within the standards set forth in this Agreement.
   3. a license is valid only for the cart for which it is issued. A license is nontransferable to any other cart.
   4. A licensed cart shall be identified by a numbered decal placed on the cart by BCCC at the time of licensing. The decal must be returned to the Pro Shop if the license is suspended or becomes invalid for any reason.
2. **Term**
   1. The term of this Agreement shall be one season (April 1 – October 31)
   2. Notwithstanding anything contained herein to the contrary, Bay City Country Club may at any time, without cause, terminate all usage of privately owned carts giving no refunds on carts.
3. **Rules and Regulations**
   1. All operations of the Cart must be sixteen (16) years of age or older and have a valid driver’s license.
   2. The Cart will be operated on the course only for the purpose of playing golf. Travel between residence and clubhouse over golf course or trails is permitted, provided that such is done in a manner that will create minimal interference with course usage.
   3. The Cart may be used only by the Licensee and their spouse and children under the age of twenty-one (21) living with the licensee. No other persons may use the Cart unless accompanied by Licensee.
   4. Prior to commencing play, Licensee must register at the Pro Shop and identify any person accompanying him/her in the cart.
   5. Cart parking is allowed only in the Cart parking areas designated by the Golf Pro.
   6. Cart parking is not allowed on the streets.
   7. All golf play must originate at the Pro Shop on assigned tees and tee-off times and no golf play may originate from anyone’s house or other locations on the golf course.
   8. The Licensee, family, and guests will abide by general golf rules and regulations as established at the time of play and observe all normal golf etiquette.
   9. No more than two (2) persons shall ride in the Cart and the Cart shall carry no more than two (2) bags at any time. No pets shall be permitted in the Cart or at Bay City Country Club.
   10. Bay City County Club shall assume no responsibility for the Cart at any time. The Cart shall be kept in good repair and shall be given such periodic maintenance as necessary to maintain it in first class condition. Such maintenance, service and/or repairs shall be the sole responsibility and be done at the sole cost of the Licensee. BCCC shall not be required or obligated to perform any maintenance, service, or repairs of any nature whatsoever to the Cart.
   11. In case of breakdown, the Cart should be moved out of the way and removed from the golf course by the Licensee within a reasonable period. In the event the Cart is not removed by the Licensee within a reasonable period, Bay City Country Club may tow the Cart to the storage facility or another location. BCCC shall not be liable for any damage to the Licensee’s Cart caused by towing. The Licensee shall be responsible for removing the Cart from BCCC’s premises as soon as possible thereafter.
   12. The licensee shall abide by all rules and regulations now or hereafter in effect, Restrictions and Covenants which apply to BCCC, and all the Rules and Regulations of BCCC as they pertain to the use, parking, and storage of golf carts.
4. **Insurance and Identification**
   1. The Licensee shall obtain and, always hereafter, keep in force, Comprehensive General Liability Insurance in amounts of not less than $250,000.00 for each claim with respect to any one death or bodily injury, $500,000.00 with respect to any one occurrence, and $25,000.00 for all claims for property damage with respect to any one occurrence or combined single limit of $300,000.00, which includes bodily injury and property damage protection. Bay City Country Club shall be named as an additional insured on said policy. The Licensee shall submit a Certificate of Insurance to BCCC evidencing such insurance is in effect.
   2. **The Licensee does herby accept and assume all responsibility for liability connected with ownership and/or operation of his/her Cart. The Licensee hereby expressly indemnifies and agrees to defend and hold harmless Bay City Country Club, their offices, directors and employees, successors and assigns, from all damages, whether direct or consequential, arising from or related to the Licensee’s ownership and/or operation of the Cart. The Licensee releases Bay City Country Club from any liability and agrees not to sue Bay City Country Club with respect to any cause of action for bodily injury, property damage or death resulting from use of the Cart.**
5. **Inspection**
   1. This Agreement shall be effective only after the Licensee’s Cart has been inspected and approved.
   2. Bay City Country Club makes no representation or warranty concerning its review of the Licensee’s Cart as part of the inspection concerning the Licensee’s Cart’s fitness for use or safety. The Licensee is solely responsible for determining the fitness for use and safety of their cart.
6. **Miscellaneous**
   1. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto relating to the subject matter hereof, is non-assignable, may not be amended except in writing signed by both parties, and supersedes all prior representations, agreements, and understandings, oral or written, relating to such subject matter.
   2. Governing Law and Place for Suit. This Agreement will be deemed to be a contract under the laws of the State in which Bay City Country Club is incorporated and for all purposes will be governed by and constructed in accordance with such laws. The licensee irrevocably agrees that any legal action or proceeding brought by or against Bay City Country Club with respect to the agreement will be brought in the courts of the State in which Bay City Country Club is incorporated or in the U.S. District Court for that State. Provider consents to the jurisdiction of such courts and that the venue for any such action will be the County in which Bay City Country Club is located.

**This Agreement Contains an Indemnification and Release Provision**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

BCCC:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Bay City Country Club 7255 3 Mile rd. Bay City MI 48706

Cart Inspection: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensee:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_