



Golf Cart Trail Fee Agreement Form

Name print: _____ **Date:** _____

Phone #: _____

Cart Make/Model/Color: _____

This Personal Golf Cart Trail Fee Agreement (the "Agreement") is entered into this ___ day of _____, _____ by McCall Golf Club (the "Club") and the undesigned (the "Owner" and "Users"), collectively, the "Parties."

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

1. Cart Privileges. The cart privileges under this Agreement extend to Owners with private golf carts who acknowledge and agree to all terms of this Agreement and sign below. Owners with cart privileges extended under this Agreement must check in at the Clubhouse prior to beginning play and adhere to standard tee times and golf etiquette. The McCall Golf Club reserves the right to revoke the golf cart privileges extended under this Agreement and to terminate this Agreement at any time due to any abuse of cart privileges, violation of this Agreement, violation of the Club Rules and Regulations, or other act(s) justifying the revocation of privileges and termination of this Agreement.
2. Applicability. The privileges extended and terms acknowledged and agreed to under this Agreement shall apply only to the Owner of the golf cart and his or her Authorized Users ("Users"), who shall also be required to acknowledge and agree to the terms of this Agreement and sign below. By signing this Agreement, any and all Users acknowledge and agree to the terms of this Agreement and are bound by such. If at any point a User who has not acknowledged and agreed to this Agreement by signing below intends to operate the golf cart under the privileges extended under this Agreement, such User must acknowledge, agree to, and sign this Agreement prior to operating the golf cart. Because the terms of this agreement apply to and bind Owners and Users alike, the word "Owner" and "User(s)" may be used interchangeably and synonymously, and each is bound by all terms of this cart regardless of whether they are the Owner or a User.
3. Term. This Agreement commences on the Date set forth above and continues until terminating on the last day of the end. For cart privileges to be reextended in any subsequent season, a new Agreement must be executed and payment of the applicable Golf Cart Trail Fee tendered. If the Agreement is terminated for any reason, or if the



Club's policy on golf cart use is updated, or if the Owner intends to utilize a different or additional cart on the course, the Club may require the Owner to execute a new Agreement in order to exercise golf cart privileges.

4. Signage. Only privately owned golf carts displaying a current decal on the front window or bumper will be granted access to the Club grounds. Decals with identification numbers will be issued upon receipt of this executed Agreement and the Golf Cart Trail Fee. Decals will be reissued each season upon receipt of a newly executed Golf Cart Trail Agreement Form, as needed, and payment of the Golf Cart Trail Fee, and may be replaced as necessary due to policy changes, damage, or otherwise. Owners shall immediately remove decals from their cart upon the revocation of privileges under this agreement, or upon its termination.
5. Golf Cart Trail Fee. Upon payment of the applicable annual Golf Cart Trail Fee selected below, Owners with golf cart privileges under this Agreement will not be required to pay golf cart fees if they use their privately owned cart in connection with use of the Club facilities when fees are charged for such use.

Seasonal Use

- Annual Fee: \$401.75 plus tax

Single-Day Use:

- One-Time Fee: \$18.77 plus tax

6. For Seasonal Users: Insurance. The Owner agrees to maintain for the current year liability insurance coverage on the operation of their private golf cart with policy limits at least equal to \$100,000, personal injury coverage per occurrence, and \$50,000 property damage coverage per occurrence, naming McCall Golf Club as an additional insured. Such coverage is presently provided by the insurance company and policy number set forth below. A certificate of insurance must be furnished to McCall Golf Club each year prior to a decal being issued. Such insurance coverage shall also provide that at least thirty (30) days' written notice of cancellation will be provided to McCall Golf Club. The Owner further agrees that he/ she will not permit the use or operation of his/her golf cart by any person, or in any manner, which would invalidate the insurance coverage. The use of golf carts is prohibited if the owner does not have insurance or if the insurance expires.

Insurance Company: _____

Insurance Agent: _____ Phone: _____

Policy Number: _____ Fax: _____



7. Maintenance. Maintenance of the private golf cart is the responsibility of the Owner. The Club reserves the right to enforce maintenance standards to ensure the appearance of privately owned and operated golf carts adhere to that of the Club owned golf carts. It is also the responsibility of the Owner to schedule regular routine maintenance and inspections on the private golf cart with a certified repair service in accordance with manufacturer's specifications. Costs and performance of damage, repairs and service, and ordering of replacement parts shall be the responsibility of the Owner.
8. Rules for Cart Use:
 - a. Observe golf course etiquette at all time.
 - b. Only two riders and two bags are permitted per cart.
 - c. The minimum age for cart drivers is sixteen (16) years of age with a valid driver's license; the license shall be presented to the Club upon request from time to time to ensure compliance with this rule.
 - d. Please do not operate or park the cart within sixty (60) feet, or twenty (20) yards of any tee or green, within thirty (30) feet or ten (10) yards of any bunker or bunker shoulders, or beyond designated markers.
 - e. Use the ninety-degree rule when in effect and cross fairways only at right angles.
 - f. Obey all golf cart traffic signs.
 - g. Avoid injured areas, beaten paths, bare spots, wet, snow-covered, icy or soft areas, and ground under repair.
 - h. Sign in at the golf shop before starting play.
 - i. Carts will be operated on the golf course only for the purpose of playing golf during active Club hours.
 - j. The volume of any radio, speaker, or other noise-emitting device must not be high enough to disturb wildlife or other golfers.
9. Standard of Conduct. Owners shall observe golf course etiquette and the Club Rules and Regulations at all times. Owners, and their passengers, if any, shall not engage in conduct that is negligent, grossly negligent, reckless, willful, or otherwise that poses a risk to themselves, wildlife, other golfers, Club staff, the course, or other club property.
10. Alcohol Policy. While the Club recognizes that the purchase and consumption of alcohol is permitted on Club property by Club patrons, the Club policy is that Owners and Additional Owners shall not, under any circumstances, operate a golf cart while under the intoxication of drugs, alcohol, or other intoxicating substances. If this provision is violated, the Club retains the right to revoke cart privileges, report the unlawful actions to local law enforcement, and ban the violator from future use of any McCall Golf Club course, facility, or otherwise, or participation in any future McCall Golf Club event or activity.
11. Release of Liability. The Owner (and User(s)) agrees to release from liability, defend, indemnify, and hold harmless the Club, the City of McCall, and all of their respective



officers, directors, employees, agents, and assigns from and against all claims, suits, actions at law, judgments, liabilities, losses and damages (including attorney's fees) for any bodily injury, death, loss or damage to person or property, or otherwise arising from or related to the use of a golf cart owned by the Owner whether due to negligence, gross negligence, recklessness, or willful misconduct, regardless of whether such conduct is the sole or concurring cause off the bodily injury, death, loss or damage to person or property, or otherwise. Additionally, the Club is not liable for damage to or theft of the cart, or of personal property left in the cart by the Owner, or for any damage caused to the Owner's personal property as a result of an abuse of cart privileges, violation of this Agreement, violation of the Club Rules and Regulations, or otherwise. The Owner understands and assumes all risks to the extent that there is any such risk inherent to the operation or use of golf carts at the Club.

12. Severability. If any one or more provisions of this Agreement are for any reason held to be invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. The Owner acknowledges and agrees that the Club is an independent entity to which the Owner will solely look and which is solely responsible for the obligation and liabilities of the Club recited herein, arising hereunder or in any manner related to the transactions contemplated hereby.
13. Entire Agreement. This Agreement and the Club Rules and Regulations together constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by all the parties hereto. The Owner agrees that at all times, the Owner must comply with the Club Rules and Regulations, and, to the extent that this Agreement may conflict with the Club Rules and Regulations, the terms of this Agreement control.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the day and year first hereinabove written.



Owner/ User	Printed Name and Driver's License Number	Signature
Owner		
User 1		
User 2		
User 3		

Initials of McCall Golf Club Employee: _____

Cart Decal Identification Number: _____