



PRIVATE GOLF CART TRAIL FEE AGREEMENT

2019-2020 Season

Private golf carts may be used only by members who acquire and maintain a current membership, and who are in good standing (“Members”) at Briarbrook Golf Course. The right to use private golf carts on Briarbrook Golf Course grounds may also be obtained on an annual basis in accordance with the terms of this Agreement and the rules and policies as they may change from time to time. All trail fees are annual agreements. All existing members with trail privileges expire annually on your anniversary date of each year. Any new Members will run on a twelve-month cycle from the date they join the program. The trail fee is non refundable. This right is non-transferable and non-assignable and may be canceled at any time at the discretion of management. Each Member is responsible for the use and or damage associated with their cart. **Trail fee privileges are granted only for the benefit of the undersigned Member, the Member's spouse, and dependents, living at home or attending school on a full-time basis, and having a valid driver's license.** Private golf carts must be inspected and approved each year by the club as complying with the appearance and other standards as stated in this Agreement and the Rules and Regulations of the Briarbrook Golf Course, as the same may be amended from time to time. Briarbrook Golf Course does not allow a member to pay for use of a private golf cart on a per round basis. **Only golf carts displaying a current decal on front of private cart will be allowed access to the golf facilities. Anyone not a member of the Member’s immediate family living at home on a private cart with a Member is required to pay regular club cart and green fees.**

Upon payment of the annual trail fee, referred to below, and the execution and delivery hereof to BGC, those Members being a member in good standing with the club will not be required to pay golf cart fees (if they use their privately owned cart and pay the fees below) in connection with use of the golf facilities when fees are charged for such use.

As a private golf cart owner Member, the undersigned Member hereby makes application to the BGC's private golf cart trail fee program and promptly submits this Agreement and the sum outlined below based upon the plan selected as the current annual trail fee, plus applicable taxes, if any.

CARTS AND CART FEES:

PRIVATE CART TRAIL FEE OPTIONS

IN DISTRICT TRAIL FEE

\$360.00 PAID ANNUALLY or \$30.00 PER MONTH VIA ACH PROGRAM

OUT OF DISTRICT TRAIL FEE

\$600.00 PAID ANNUALLY or \$50.00 PER MONTH VIA ACH PROGRAM

Upon submittal of this Agreement, the Member agrees to abide by all rules and regulations for private golf carts, including all applicable federal, state, county and local regulations, as the same may be amended from time to time. No trailers are allowed on premises unless you are transporting your cart from home to place in long time storage. The appearance and condition of the golf cart is critical to the overall visual quality of Briarbrook Golf Course

As a participant in the private golf cart trail fee program at Briarbrook Golf Course, the Member further understands and agrees:

1. Briarbrook Golf Course, and/ or its affiliates (collectively, the "Owner") shall assume no responsibility or liability to the Member or any other person involving or in any way related to the maintenance, use, or operation by the Member or any other person of the private golf cart at BGC. The Member and any such other person shall use the private golf cart at his or her own risk. The Member is responsible at all times for the safe operation of the cart on BGC property.

2. The Member agrees to indemnify, defend and hold the Briarbrook Golf Course, and the board of directors, partners, directors, officers, employees, affiliates and agents of Briarbrook Golf Course and the Owner harmless from and against all loss, cost, liability or expense arising out of the operation of the golf cart, including but not limited to and without limitation, deductibles, retained limits, any property or personal injury, causes of actions and any attorneys' fees and expenses that may be incurred by Briarbrook Golf Course.

3. The Member agrees to be held fully responsible for any and all damages caused by the operation of the golf cart or Briarbrook Golf Course property.

4. The Member agrees to reimburse Briarbrook Golf Course for any and all damages the club may sustain by reason of the operation, including without limitation, damage to other golf carts or personal private property of the Resort and/ or any personal injury suffered by any person.

5. **The Member agrees to maintain for the current trail fee year liability insurance coverage on the operation of the 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 Briarbrook Golf Course as 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 Briarbrook Golf Course 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 Briarbrook Golf Course. The Member 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.

6. The Member agrees to maintain a membership in the Briarbrook Golf Course in good standing for the full term of this Agreement. Members utilizing their own carts without a valid sticker will be subject to applicable fines, suspension, or expulsion from the club. Member agrees that any fines will be automatically billed to their Member account and agrees to pay such amounts in full. Member further agrees that violation of these rules and policies is unfair to the club and other fellow Members that follow the Briarbrook Golf Course rules, regulations, and policies. A Yearly decal will be issued for the cart, when the signed Agreement including proof of insurance and payment are received. The decal should be placed on the front of the golf cart in clear view.

7. That maintenance of the private golf cart is the responsibility of the Member. In order to maintain a beautiful, attractive, and pleasing environment for our Members, BGC reserves the right to strictly enforce the highest level of maintenance and appearance of private golf carts.

8. Members agree that all food and beverages consumed at Briarbrook Golf Course facilities must be purchased from the club or its affiliates. Failure to comply with these rules and regulations creates liability for the club, and jeopardizes our insurance coverage and our liquor and beer licenses necessary to operate.

9. The failure or delay of the club at any time to require the Member's performance of any provision of this Agreement or the rules and regulations applicable to private golf carts, as the same may be amended from time to time, even if known, will not affect the right of Briarbrook Golf Course to require the Member's performance of that provision or to exercise any right, power or remedy under this Agreement or the Rules and Regulations, and any waiver by the club of any breach of any provision of this Agreement or the Rules and Regulations should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or

remedy under this Agreement or the Rules and Regulations. Should any dispute arise from this Agreement, the Member agrees that Missouri courts will have the exclusive jurisdiction over the matter. The prevailing party shall be entitled to all legal fees, costs, and expenses associated with any dispute relating to this agreement.

10. **All Member owned golf carts must obtain a starting time before playing the golf course and must start on the holes assigned by the Professional Staff. Starting play on any other hole on the course is strictly prohibited without permission to ensure that other Members and guests are not inconvenienced.** To protect the course, private carts must be a minimum of 30 feet from putting green unless on the cart path. Members and private cart owners must observe all signs, markers, and instructions of Staff regarding using carts off the cart paths. Two people and two sets of clubs are the maximum permitted per cart. Each golfer must have their own set of clubs to ensure proper speed of play. Pet's are not allowed on the golf course at any time and if on the golf cart must be confined to the cart. Unauthorized activity or people on the golf course should be reported to the Golf Shop. Reporting unauthorized activity or people on the course may prevent a serious injury from occurring. Privately owned golf carts that are not registered in the Trail Program with a valid agreement and decal are not allowed on the course or facilities at any time. If a Member of the Trail Program wishes to use their private cart in a tournament, we request that they arrive at the club at least 30 minutes prior to starting so that the staff can have orderly alignment of the carts. Private carts are not to be parked on the driving range tee area and should remain on the cart trails at all times. Private golf carts may access the facility only at designated locations. Inquire at the Golf Shop for the appropriate location to access the golf facilities. Private golf carts are not permitted on the golf courses for any reason other than golf after the Member has checked in with the Pro Shop. Site seeing on golf course property is strictly prohibited for everyone's safety.

Please remember that the safety of others depends upon your actions and responsible golf behavior. Golf has always been a great outdoor recreational experience to be enjoyed with family and friends. As everyone appreciates, golf is fundamentally built on players conducting themselves honestly with integrity while following the rules and regulations of the game at the facilities they play.

SIGNATURE OF MEMBER _____ **DATE:** _____

Name: _____ **DL#** _____ **Exp** _____

Spouse's Name _____ **DL#** _____ **Exp.** _____

Membership #: _____ **Type of Cart Plan:** _____ **Golf Cart Permit #** _____

Cart Make: _____ **Model:** _____ **Color:** _____ **Year:** _____

Gas _____ **or Electric** _____

Insurance Company: _____

Insurance Agent: _____ **Phone:** _____

Policy Number: _____ **Fax:** _____

FOR OFFICE USE ONLY

Date Agreement Received: _____ **Initials:** _____

Payment Recorded: _____ **Initials:** _____

Decal Number: _____ **Initials:** _____

Please Attach Proof of Insurance with application Yes _____ No _____ **INPUT** _____

Notes: _____

