



**2024**  
**Pecan Grove Plantation Country Club**  
**Club Management Annual Cart Usage Fee Agreement**

Member \_\_\_\_\_ Member # \_\_\_\_\_

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

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

**CLUB OWNED CART USAGE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Pecan Grove Plantation Country Club/CBIGG (hereinafter referred to as "Management") and \_\_\_\_\_ (hereinafter referred to as "Member").

WHEREAS, Management has determined to allow the use of Club owned golf cart in and about Pecan Grove Plantation Country Club (the "Club") under and subject to conformance with the current rules and regulations established by Management and set out herein below, and as may be amended from time to time as provided herein; and

WHEREAS, by executing this Agreement, Member agrees to abide by and comply with such rules and regulations as from time to time are established by Management.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. This agreement is for the 2024 calendar year commencing with the execution of this agreement, Member shall pay an annual one-time Single Club Cart Usage Fee of **\$1,460.00** plus tax or a monthly trail fee of **\$135.00** a month plus tax with the total payment based on a 12-month calendar year agreement, which allows the member to use half the cart during play OR Member shall pay an annual one-time Family (Two Same Family Member riders as listed on membership application per cart) annual cart fee of **\$1,860.00** plus tax or a monthly fee of **\$190.00** a month plus tax.. The total balance must be paid by December 31, 2024, or at the time of resignation from Pecan Grove Plantation Country Club. The Club Cart Annual Usage Fee is not refundable or prorated at any time.
2. Member shall pay a guest rider fee, as established by Management, for each rider in Member's cart for a round of golf who is not part of Member's Family. Member's Family shall have the same meaning as described in the Club's Membership Bylaws.
3. Member shall not be permitted to allow use of any such Club Cart by anyone other than by Member or Member's Family under the Club Cart Annual Fee program. No guest shall be allowed to use such cart unless accompanied by Member or a Member of Member's Family. A cart fee will be applied to all guest riding in a private cart. The below items are to be adhered to:
  - 3.1 Observe course etiquette at all times.
  - 3.2 Must comply with the Club's "Limited Cart Policy" for each group.
    - a.) Cart agreement allows for ½ cart usage. Should you choose to ride in cart by self when you

are able to share cart, members will be subject to Solo Cart Rider Fee of \$5.

3.3 Minimum age for driver – 16 years.

3.4 Pets may not ride in nor accompany on cart or on the course at any time.

3.5 Observe cart driving policy in effect such as cart trails only or ninety degree.

3.6 Sign in at Golf Shop or with the Starter at the #1 tee before starting play and identify any person accompanying Member in the golf cart.

4. This Agreement embodies the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes all prior representations, agreements, and understandings, oral or written, relating to such subject matter.
5. Neither this Agreement nor any provision hereof may be amended, enlarged, modified, waived, discharged, or terminated orally, but only as expressly provided herein or by an instrument signed by the parties hereto.
6. In addition to the above agreement, completion of the attached personal property agreement form must be signed and accompany the Club Cart Annual Program.
7. Per the Cart Rental Agreement, you are responsible for all damages to golf cart assigned to you when using club cart. Cart Damage Repair Costs are listed on the windshield of club cart along with being posted below. Pricing is subject to change depending on increases from supplier for parts.

Battery Replacement Lithium – Cart in Pond	\$4,720.00
Canopy	\$180.00
Cart Seat Replacement	\$260.00
Computer/Motor	\$1,875.00
Cooler	\$110.00
Frame Damage	\$850.00
Front Body Cowl	\$180.00
Front Bumper	\$50.00
Rack & Bag Strap System	\$295.00
Rear Body Cowl	\$350.00
Rear Bumper	\$360.00
Windshield	\$185.00
Cart Going into Lake	Responsible for all Repairs

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the day and year first above written.

\_\_\_\_\_ Individual Cart Plan Billed Annually (\$1,460.00 Plus Tax)

\_\_\_\_\_ Individual Cart Plan Billed Monthly (\$135.00 Plus Tax)

\_\_\_\_\_ Family Cart Plan Billed Annually (\$1,860.00 Plus Tax)

\_\_\_\_\_ Family Cart Plan Billed Monthly (\$190.00 Plus Tax)

Management: \_\_\_\_\_

Member Printed Name: \_\_\_\_\_

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

Membership Number: \_\_\_\_\_

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

# CBIGG

MANAGEMENT LLC

**Pecan Grove Plantation Country Club**

## **PERSONAL PROPERTY ANNUAL CLUB CART PROGRAM**

The Club is not responsible for the loss or theft of, or damage to, personal property held within one's **Club's Cart**. This includes, but is not limited to, golf clubs, golf bags, golf accessories, money, or other personal property. By signing this, the Member is agreeing to take all responsibility of damage, and that under no circumstances is any bailment created by the Club in favor of Member, Member's family or guests related to one's personal golf cart and contents. In the event of such loss or damage, the Member agrees to hold the club harmless from and against any and all claims, actions, cost, expenses and demands in respect to such theft, loss or damage, however caused.

## **GENERAL WAIVER**

The Member acknowledges that there are risks inherent in participation in the game of golf. The Member agrees to release the Club from any liability from personal injury, property damage or loss sustained by the Member, including injury resulting in death and any financial loss or damage directly or indirectly resulting from Members' activities or participation in events at the Club. The Member further waives, as against the Club, all claims recourses and rights of action that the Member may have against the Club as a result of personal injury, property damage or loss.

The Member agrees that this waiver, release and indemnity agreement shall not be affected by any negligence, gross negligence, breach of contract or any other conduct on the part of the Club.

The Member acknowledges that he or she has read the waiver, release and indemnity agreement and understands and accepts the contents hereof.

In the event that any provision herein contained is deemed to be unenforceable and/or invalid, then the provisions shall be severable from the whole of the document and shall not affect the validity and enforceability of the other provisions and the document as a whole.

**Members Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**My signature indicates that I have read and am in agreement with the above statements.**