



2024
Pecan Grove Plantation Country Club
GOLF MEMBER CART REGISTRATION & AGREEMENT

Member _____ Member # _____ Sticker # _____

Email Address: _____

Make & Model _____ Year _____ Serial # _____

Verification of Insurance

With Pecan Grove Plantation Country Club named as **Additional Insured/Additional Interest** attached

Company: _____ Policy # _____ Expires _____

Upon approval of Member's cart by Management, Management will issue to Member a numbered decal to be displayed on Golf Member's cart. No cart will be allowed on the golf course without a valid Golf Member decal. The decal issued to Member is valid only for Golf Member's cart. The decal is personal, non-assignable and non-transferable.

Signature: _____ Date: _____

PRIVATE CART OWNERSHIP & 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 privately owned golf carts 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 trail fee of **\$1,060.00** plus tax or a monthly trail fee of **\$100.00** a month plus tax with the total payment based on a 12-month calendar year agreement. The total balance must be paid by December 31, 2024, or at time of resignation from Pecan Grove Plantation Country

Club. The trail 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. Prior to Member's cart being allowed on the Club's premises: (i) Member must furnish evidence of insurance as required by Section 8 hereof; (ii) the make, model, color, and condition of said cart should be similar in design to Club owned carts and must be approved in writing by Management, which approval shall not be unreasonably withheld; and (iii) the cart must meet safety specifications as determined by Management, including, but not limited to, (a) the cart must have wide tires and must be smooth all terrain tires, (b) headlights and tail lights are acceptable and (c) have a plastic or fiberglass top (not canvas) Carts must have four (4) wheels and an electric motor.
4. After such cart has received the initial approval of Management as required above, Member shall keep cart to be maintained to first-class standards as determined by Management, the cart must be kept neat and clean so that its general appearance is in keeping with the quality of the Club.
5. Upon approval of Member's cart by Management, Management will issue to Member a decal to be displayed on Member's cart. No cart will be allowed on the golf course without a valid decal. The decal issued to Member is valid only for Member's cart. The decal is personal, non-assignable and nontransferable.
6. Member shall not be permitted to allow use of any such privately owned cart by anyone other than by Member or Member's Family. No guest shall be allowed to use cart unless accompanied by Member or a Member of Member's Family. **A cart fee will be applied to all guests riding in a private cart.**
7. As a condition precedent to using the golf cart at the Club, Member shall obtain and always keep in force, comprehensive personal liability insurance in the amounts of not less than \$250,000 for each claim with respect to any one death or bodily injury, \$300,000 with respect to any one occurrence, and \$100,000 for all claims for property damage.
8. In addition to the rules and regulations specifically set out herein, Member shall comply with and abide by all Club Bylaws, rules, and regulations, as from time to time amended, including, by way of illustration, but not by limitation, all rules pertaining to use of and play upon the course and use of the Club's rental carts, namely:
 - 8.1 Observe course etiquette at all times.
 - 8.2 Must comply with the Club's "Limited Cart Policy" for each group.
 - 8.3 Minimum age for driver – 16 years.
 - 8.4 Pets may not ride in nor accompany Member's cart on the course at any time.
 - 8.5 Observe cart driving policy in effect such as cart trails only or ninety degrees.
 - 8.6 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.
 - 8.7 No food or beverages are to be brought onto the Club premises at any time.
 - 8.8 Private carts are to be parked only in the designated area when not in use and must not be left unattended for more than five (5) hours.
 - 8.9 Carts may not be trailed onto the Club premises.
 - 8.10 No privately owned carts shall be stored or left overnight on the Club's premises.
 - 8.11 Cart will be operated on the golf course only for the purpose of playing golf.
 - 8.12 All golf play must originate at the Golf Shop on assigned tees and tee-off times, and no golf play may be originated from a member's house or other location on the golf course.
9. In the event Member's cart shall become inoperable while on the golf course, the cart must be removed by Member within a two (2) hour period. In the event the cart is not removed by Member within said two (2) hour period, Management shall tow such cart to the parking lot. Management shall not be liable for any damage to Member's cart caused by towing, and Member hereby indemnifies and holds Management

harmless from any claim resulting therefrom. Member shall be responsible for removing the cart for repairs from the Club's premises as soon as reasonably possible.

10. In the event Member fails to abide by and comply with the rules and regulations herein contained, or as may be amended from time to time, Management may, in its sole discretion, upon written notice to the Member: (i) suspend the Member's private cart usage for a period of time, and (ii) upon repeated infractions, terminate this Agreement.

11. All notices to be sent hereunder shall be by certified mail addressed as follows:

If to Management

Pecan Grove Plantation Country Club
3000 Plantation Drive
Richmond, TX 77406

If to Member

12. 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.
13. 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.
14. Each year Management may provide Member a Release and Indemnification Agreement covering usage of Member's cart. Member's execution of such agreement is a condition precedent to Member's continued rights under this Agreement.

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

Management: _____ Billed Annually (\$1,060.00 Plus Tax)

Printed Name Member: _____ Billed Monthly (\$100.00 Plus Tax)

Signature: _____ Membership Number: _____

Date: _____



PERSONAL PROPERTY PRIVATE CART

The Club is not responsible for the loss or theft of, or damage to, personal property held within one's **Personal Private 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.