

## PRIVATE GOLF CART USE AGREEMENT

**THIS AGREEMENT** is made and entered into by and between:

**MORRISBURG GOLF CLUB INC.** (referred to as “MGC”)

AND:

\_\_\_\_\_ (referred to as the Private Cart User “PCU”)

**WHEREAS:**

- A. MGC is a not-for-profit corporation operating a golf course located at 15 Laurier Drive, Morrisburg, Ontario K0C 1X0 (“MGC Property”).
- B. Authorization to operate privately owned golf carts at MGC is a privilege, granted to those members holding a valid membership or to individuals who have paid the applicable green fee rate who agree to abide by the rules and regulations set forth in this Agreement and any other rules and regulations, temporary or otherwise, which may be enacted by MGC at any time.
- C. Signing of this Agreement by MGC and the PCU entitles the PCU to use their golf cart in support of golf play only.

**NOW THEREFORE**, MGC and the PCU mutually covenant and agree together as follows:

- 1. This Agreement shall be effective as of the date signed until the end of the regular golf season following the signing of this agreement.

The PCU is hereby granted a licence to use and/or store a golf cart on the lands belongin to MGC.

The PCU agrees to pay all fees and charges imposed by MGC and to follow all rules and direction of MGC, its employees and officers.

- 2. No individuals under the age of sixteen (16) may operate the golf cart. The PCU will be held liable if any individual under the age of sixteen (16) misuses the golf cart or violates any of the rules and regulations contained in this Agreement.
- 3. The PCU shall be responsible for all damage to MGC Property or other property, equipment and/or individuals from any cause whatsoever involving their golf cart. It is

further agreed that the PCU will be responsible for the actions of those using the golf cart with the PCU's permission.

4. The PCU hereby certifies that no less than \$1,000,000 liability insurance is in place to cover the operation of the golf cart while in use or in storage on MGC Property and the PCU agrees to provide proof of such insurance coverage to MGC when requested.
5. Only the PCU or a member of the PCU's immediate family, or an individual specifically authorized by the PCU, may operate the golf cart on MGC Property. Any person may ride in the golf cart, but such person is considered as a guest.
7. This Agreement is non-transferrable. The PCU is the sole owner of the golf cart and, should the golf cart be sold, this Agreement will be considered null and void.
8. The PCU's golf cart will not be permitted on the golf course at any time that power carts are not permitted on the golf course as determined by MGC from time to time due to turf and/or weather conditions.
9. The PCU agrees to hold and save harmless MGC from any and all liability in the event of loss through fire, theft or any other damage to the PCU's golf cart.
10. The PCU agrees that neither MGC, nor its directors, officers, agents, employees, or contractors assume any responsibility in connection with the ownership, storage, maintenance or use of the golf cart and agrees to indemnify and save harmless MGC, its directors, officers, agents, employees, and contractors from any loss, injury or damage which may arise out of the ownership, storage, maintenance or use of the golf cart.
11. The PCU agrees that MGC has absolutely no responsibility for the maintenance of the golf cart and further agrees that MGC is not liable for any damage to the golf cart whether in MGC's care, custody or control or wherever situated.

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PCU's Signature

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Date

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Authorization on behalf of MGC

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Date