



PRIVATE GOLF CAR LICENSE AGREEMENT

In order to better provide for Member residents, Columbia Hospitality, Inc., operator of Lincoln Hills Golf Club (hereinafter referred to as the “Club”) has issued this revocable license agreement to the owner of a golf car to use such golf car at the Club pursuant to the following rules, regulations and policies.

1. The owner is fully responsible for the care and the operation of their golf car and the behavior/actions of the driver and occupants at all times. The owner assumes all liability for the behavior and actions of all drivers and occupants of their golf cars at all times. All drivers of golf cars must be at least sixteen (16) years of age and be issued an unrestricted driver’s license by the State of California. The owner of the golf car must be a full golf member of the Club.
2. The owner of the golf car shall at all times keep in force a comprehensive general liability insurance policy in amounts not less than \$100,000 for each claim with respect to any one death or bodily injury and \$300,000 in respect to any one occurrence for all claims of property damage. Columbia Hospitality Inc. and Black Dog Properties LH, LLC shall be named in such policy as an additional insured and shall be supplied by golf car owner with such evidence satisfactory to the Club management that such insurance coverage is in effect. Such policy shall expressly provide that it may not be canceled prior to 30 days after notice of cancellation and such cancellation must be delivered to the Club.
3. The owner shall not allow anyone other than those listed on this agreement to use their golf car unless accompanied by the owner.
4. Golf car owner must register with the Club’s Golf Shop before using his/her private car on the golf course. Starting on any hole of the course other than the hole specifically assigned by the Golf Shop is prohibited.
5. The golf car must be in good condition and it must have acceptable turf grass tires and approved seating for two passengers.
6. All maintenance shall be the sole responsibility and be done at the sole expense of the private golf car owner. The Club shall not be required nor obligated to perform any maintenance or repairs whatsoever to any privately-owned golf cars at any time. The Club may request a golf car’s appearance, condition or operating condition be changed, altered or repaired to comply with acceptable levels of safety and aesthetics. Such changes will be made within thirty (30) days of such written request and golf cars will not be permitted entry onto the course during this time. Appropriate trail fees will be applicable during this 30-day period.
7. Golf car owner agrees that this permit to operate a private golf car at the Club is issued on an annual basis only with no automatic right of renewal. The Club reserves the right to discontinue the private golf car program at any time and, in the event of such discontinuance, golf car owner’s rights under this Agreement will terminate on the next anniversary date of this Agreement.
8. Golf car owner’s private golf car may be issued a decal by the Club, which is to be affixed to the left front fender or left front windshield of the golf car. New decals will be issued annually with each new contract.
9. In accordance with California State Law, no alcohol purchased off the Club’s premises may be brought to the golf course.
10. In the event the golf car becomes disabled on golf course property, golf car owner hereby agrees to allow golf course staff to remove the golf car, to pay for such removal, and to hold the Club and their respective employees, agents, owners and representatives harmless from any and all claims of liability for personal injury, death, or property damage related to such removal.

11. All trail fees, if applicable, will be billed annually, but on a monthly basis, and the member must remain in good standing at the Club, to continue use of the golf car.
12. Golf car owner may not assign his/her rights under this Agreement to any other person without approval from Club.
13. Any violation of the rules and regulations of the Club with regard to golf cars or the terms of this Agreement will automatically invalidate this Agreement and the permission granted hereunder and results in the forfeiture of the fee paid in connection herewith.
14. Golf car owner will adhere to the rules of the golf course as necessary such as, but not limited to, cart path only on par 3's, staying 30 yards from the greens unless acceptable disability exceptions, 90 rule as necessary or any other daily restrictions set by the golf course. Not adhering to the golf course rules and restrictions may result in a loss of privileges for driving the owner's personal golf car on Lincoln Hills property.

I have read and understand the above terms and conditions for myself and on behalf of the other named operators. I agree to abide by the above terms and conditions with regard to the use and operation of the golf car on golf course property, to release and indemnify and hold harmless the Club and their respective employees, agents, owners and representatives from any and all claims of liability for personal injury, death, or property damage which may arise out of the use, operation or maintenance (or lack thereof) of the golf car.

Golf Car Owner Name (Please Print)

Golf Car Owner Signature

Date

[address]

Family members authorized to use the golf car

**LINCOLN HILLS GOLF CLUB
 COLUMBIA HOSPITALITY INC.**

By: _____
Its: Authorized Representative

Date