



## **TRAIL FEE PROGRAM AGREEMENT Private Cart Use 2024**

The privilege of using a privately owned golf cart on the golf course at Eagle Ridge Golf Club is currently granted by Eagle Ridge, LLC, doing business as Eagle Ridge Golf Club (the “Club”) on an annual basis to persons who own a residence in the Eagle Ridge residential community (“Eagle Ridge”) No golf carts may be transported to the Club for the purposes of use on Club property.

Privately owned golf carts must be 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 Club as the same may be amended from time to time. Only those privately-owned golf carts displaying a current year decal sticker will be allowed current access to the golf course. The club does not allow a member to pay for use of a privately-owned golf cart on a per round basis.

As a private golf cart owner, the undersigned hereby makes an application to the Eagle Ridge Golf Club Trail Fee Program and submits this Agreement along with the trail fee or pro-rated amount, due thereon, to the Club. This privilege is non-transferable and non- assignable, and the Club may determine at any time to no longer permit use of privately-owned golf carts on the facilities provided at the Club.

Payment of the annual trail fee, and compliance with the terms of this agreement, permits the privately-owned golf cart to be operated on the facilities provided at the Club. When using the privately-owned golf cart on the golf facilities provided at the Club, the owner of the private golf cart and the immediate family (as defined in the Membership Plan for Eagle Ridge Golf Club) will not be required to pay any golf cart fees. However, other passengers shall be required to pay the established golf cart fees unless they have paid an annual trail fee or annual cart fee. Persons participating in the private golf cart program who are not riding in a privately-owned golf cart shall pay the applicable golf cart fee.

This agreement automatically renews annually, effective January 1<sup>st</sup>. The terms of the renewal shall be covered by the current Trail Fee Agreement, which may be reviewed in the Membership office. It is the responsibility of the private cart owner to always maintain the required insurance and notify the Club of a status change or cancellation.

As a participant in the private golf cart program at the Club, the undersigned further agrees as follows:

1. To be fully responsible for all damage caused using the golf cart by the undersigned, the spouse, immediate family members and their guests and all other users and operators of the private golf cart.
2. To abide by all the rules established by the Club, including without limitation, the rules and regulations established by the Club for use of private golf carts, as the same may be amended from time to time, a copy of which is attached hereto as Exhibit A.
3. To always maintain, liability insurance coverage on the operation of the private golf cart with policy limits at least equal to \$1,000,000.00 personal injury coverage per occurrence and \$1,000,000.00 property damage coverage naming Eagle Ridge, LLC as additional insureds.

Such insurance coverage shall also provide that written notice of cancellation will be provided to the Club at least thirty (30) days prior to cancellation. The undersigned further agrees not to permit the use or operation of the golf cart by any person or in any manner which would invalidate the insurance coverage. All insurance shall be written with state regulated insurance companies and with terms acceptable to the Club. The undersigned shall furnish the Club with duplicate originals of the insurance policies, together with applications therefore and endorsements and attachments thereto, whether the insurance is purchased at the beginning of or during the term of this Agreement. Such insurance coverage is presently provided by the insurance company and policy number set forth below.

4. That no alterations, modifications, or personalization to the golf cart be made and that no additional equipment will be installed on the golf cart without the prior written consent of the Club.
5. To perform all normal and reasonable maintenance and repairs required to maintain and keep the golf cart in good order and repair in accordance with the manufacturer's recommendations, and within a reasonable time to replace any and all parts or equipment which may be worn out, lost or destroyed due to normal operation, or otherwise rendered unsatisfactory or unavailable for use in or on the golf cart, due to normal operation, which replacement shall be in good operating condition and have a value, utility and quality at least equal to the property replaced if such property were in good operating condition.
6. To schedule regular routine maintenance and inspections on the private golf cart with a certified repair service in accordance with manufacturer's specifications. Costs and performance of damage, repairs and service, and ordering of replacement parts shall be the responsibility of the private cart owner.
7. That violations of the Rules and Regulations, as amended from time to time, regulating use of golf carts provided by the Club and privately-owned golf carts may result in the revocation of private golf cart privileges, use privileges and/or suspension or termination of membership privileges in the Club.
8. The undersigned, the spouse, any designated user of a company-held membership and immediate family members hereby acknowledge that the use and enjoyment of the facilities provided at the Club (including, but not limited to, the golf facilities, clubhouse and golf carts) involves inherent dangers that no amount of care, caution, instruction or expertise can eliminate. As a result, each member, spouse, designated user of a company-held membership and immediate family

member expressly and voluntarily assumes all risks of death, personal injury and other damages and consequences which may be sustained while using the facilities provided at the Club, including, but not limited to, the use and operation of golf carts on or off the facilities provided at the Club.

The undersigned hereby agrees and each spouse, designated user of a company-held membership and immediate family member hereby agrees by using or entering upon the facilities provided at the Club to fully, finally and forever release and discharge the released parties (as defined below) from any claims and damages (as defined below), including but not limited to, such injuries or damages as may be caused by the negligence whether passive or active, primary or contributory, of the released parties; or by hidden, latent or obvious defects in the facilities provided at the Club.

The undersigned hereby agrees to defend, indemnify and hold Released Parties harmless of and from any and all claims and damages (including reasonable attorneys' fees and costs of investigation and defense) arising out of, the use of, or presence upon, the facilities provided at the club, including, but not limited to, the use or operation of golf carts on or off the facilities of the club, by the undersigned, any designated user of a company held membership, immediate family members, guests of members, any other user, occupant or person present upon the facilities provided at the Club, and any other person claiming to have suffered claims and damages at the facilities provided at the Club. Such indemnification shall include, without limitation, claims and damages which arise or are alleged to have arisen from the negligence, whether active or passive, sole or contributory, of the release parties or any of them.

For the purposes of this Section 8, the term "Released Parties" includes Eagle Ridge, LLC persons or entities participating in the design and/or construction of the facilities provided at the Club; and the employees, agents, consultants, shareholders, directors, partners, members, affiliates and representatives of all of the foregoing persons and entities.

For purposes of this Section 8, the term "Claims and Damages" shall mean all liabilities, claims or causes of action for any type of damage or injury (including personal injury, death and property damage), and any actual damage or injury arising out of or caused by (or alleged to arise out of or be caused by) the use of misuse of the facilities provided at the Club, including, but not limited to, the use and operation of golf carts on or off the facilities provided at the Club, the presence or entry of any person upon or within the facilities provided at the Club or the participation in any contest, game, function, exercise, competition or other activity organized, operated or sponsored by the Club on or off the facilities provided at the Club. Without limiting the generality of the foregoing definition, "Claims and Damages" shall include all claims for damages or injuries (including personal injury, death and property damage) arising out of or alleged to arise out of: (I) Alleged defects or deficiencies in the facilities provided at the Club, including, without limitation, the golf course, practice range, putting green, clubhouse, parking lots, walkways, locker facilities and all other related facilities; (II) The failure or alleged failure of the Club or any Related Parties and/or operator of the facilities provided at the Club to provide reasonably safe facilities; (III) The consequences, whether intended or unintended, reasonably anticipated or not, common or unusual, natural or unnatural, arising from or related to: the use and operation of golf carts on and off public roadways whether or not in transit to or from the facilities provided at the Club; the use of the golf course, practice range, putting green, including the consequences of being struck by errant golf balls. (IV) The negligence (whether passive or active, primary or contributory) of the released parties identified above. The releases and indemnities set forth above shall not serve to exempt a Released Party from responsibility for his, her or its own fraud, willful injury, or violation of law.

9. The failure or delay of the Club at any time to require the performance of any provision of this Agreement or the Rules and Regulations as the same may be amended from time to time even if known, will not affect the right of the Club to require the performance of that provision or to exercise any right, power or remedy under 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. No notice to or demand of the undersigned in any case shall, of itself, entitle the undersigned to any other further notice or demand in similar or other circumstances.

10. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of California without regard to principles of conflict of laws. The venue of all proceedings in connection herewith shall be in Santa Clara, California.

Selection	Applicant Status	
<input type="checkbox"/> 5 Day \$650.00/yr	<input type="checkbox"/> New	<input type="checkbox"/> Renew
<input type="checkbox"/> 7 Day Included	<input type="checkbox"/> New	<input type="checkbox"/> Renew
<input type="checkbox"/> Trail Fee Only \$900.00/yr		

Print Name	Signature of Golf Cart Owner	Date
Print Name	Signature of Partner/Spouse	Date

List all Names of Immediate Family Members as Operators:

Print Name	Signature	Date
Print Name	Signature	Date

**INSURANCE INFORMATION**

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

Partner/Spouse Name: \_\_\_\_\_

Club Account #: \_\_\_\_\_

Golf Cart Make/Model: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_

Policy #: \_\_\_\_\_

(Attach Proof of Insurance)

**FOR OFFICE USE ONLY**

Date of Agreement Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Payment Recorded: \_\_\_\_\_ Initials: \_\_\_\_\_

Cart Decal Number: \_\_\_\_\_ Initials: \_\_\_\_\_

Notes: \_\_\_\_\_

**Trail Fee Agreement**  
**“Exhibit A”**

1. Privately owned golf carts must be annually approved by the Club to comply with the standards established by the Club from time to time.
2. The right to use a privately owned golf cart is a non-transferable and non-assignable personal privilege. The use of privately owned golf carts is only available to residents of the Eagle Ridge residential community.
3. Owners of privately owned golf carts understand that the roadways within Eagle Ridge are public roadways and that the Club is not responsible for the use and operation of private golf carts on public roadways within Eagle Ridge. The private golf cart owner is responsible for the use, maintenance and operation of the golf cart in compliance with all applicable state and local laws, regulations and ordinances.
4. All owners of privately-owned golf carts shall be required to sign a release of liability agreeing to hold Eagle Ridge Golf Club and the Club and their directors, officers, partners, employees, representatives and affiliates harmless as a result of any loss or damage relating to the ownership or operation of the golf cart.
5. Each year owners of privately owned golf carts are required to provide the Club with proof that the operation of the golf cart is covered by an owner’s liability insurance policy with policy limits established by the Club. Such policy must provide that written notice of cancellation will be provided to the Club with at least 30 days prior notice. The golf cart owner must also name Eagle Ridge Golf Club and Eagle Ridge, LLC as co-insureds.
6. Owners of privately-owned golf carts are responsible for any and all damages caused by the use or misuse of the golf cart by anyone operating it or otherwise, and the owners shall reimburse the Club for any and all damages the Club may sustain by reason of use or misuse, including without limitation, damage to other golf carts and any property of the Club.
7. Only those persons who are at least 16 years of age, have a valid driver’s license and have read this Agreement and comply with the terms are permitted to drive and operate the golf cart.
8. The Club will establish an annual trail fee to be charged to members with privately owned golf carts.
9. Owners of privately owned golf carts must annually complete and sign a trail fee agreement, provide proof of liability insurance and pay the required trail fee to the Club before the cart is permitted on the Club Facilities.
10. Privately owned golf carts must be annually approved by the Club to comply with the safety and other standards established by the Club from time to time. Privately owned golf carts must conform to California Vehicle Code laws.
11. An identification number and a yearly decal will be issued for the cart when the trail fee agreement, proof of liability insurance, and required payment are received. The identification number and yearly decal should be placed on the side of the golf cart in clear view.
12. All cart colors must be pre-approved by Eagle Ridge Golf Club Membership office.
13. Golf carts shall not be used on the Club Facilities without prior registration and approval by the Club.
14. Private golf cart owners must check in at the Golf Shop prior to beginning play. Cart traffic on the golf course is restricted to nine- and eighteen-hole rounds of play.
15. When a privately owned golf cart is no longer used in the privately owned golf cart program, all stickers and decals must be removed. Privately owned golf carts without a valid trail fee decal will not be allowed access to the golf course.

16. Privately owned golf carts must be equipped with windshields, headlights, taillights, directional signals, horns, rooftop and rear-view mirror. Privately owned golf carts must be electrically operated.
17. Privately owned golf carts will only be parked, placed or stored in the enclosed garage of the owner's residence which garage shall be wired for golf cart storage and that the golf cart will not be parked, placed or stored along any roadway or any lawn, lot or parcel unless such area has been designated as a golf cart parking area by the Club. At the Club facilities, golf carts should be parked two carts per car slot.
18. Under no circumstances are golfers permitted to start play from residences.
19. The use of the golf carts on the Club Facilities is mandatory when posted.
20. Privately owned golf carts shall be driven on the golf course only when the golf course is open for play.
21. Only two persons and two sets of golf clubs are permitted per golf cart.
22. Golf cart owners, when playing together, or with a non-cart owner, must abide by the rules of one golf cart for every two players (i.e., two carts per foursome).
23. Always use golf cart paths where provided, especially near tees and greens. Golf carts are required to remain on golf cart paths, without exception, on Par 3 holes.
24. Use the ninety-degree rule when in effect and cross fairways only at right angles.
25. Except on golf cart paths, do not drive a golf cart within forty feet of a green, a tee or a bunker.
26. Never drive a golf cart through a hazard.
27. Be careful to avoid soft areas on fairways, especially after rain.
28. Obey all golf cart traffic signs.
29. When the "carts in rough only – no crossovers" or "carts on path only" signs are posted, they must be strictly followed.
30. When a "carts in rough only" (without "no crossover" restriction) sign is posted, crossover may be made once on any hole.
31. Violations of these rules and regulations may result in the revocation of privately owned golf cart privileges, golf privileges and/or a suspension or termination of membership privileges.