

**TAHOE DONNER ASSOCIATION ("TDA")
2009 PRIVATE GOLF CART USE APPLICATION & AGREEMENT**

OWNER NAME: _____ SPOUSE NAME: _____

TD STREET ADDRESS: _____ UNIT: _____ LOT: _____ PHONE: () _____

MAILING ADDRESS: _____

YEAR & MAKE OF CART: _____ SERIAL NO.: _____

BODY COLOR: _____ NEW / USED (CIRCLE ONE) TOP: YES / NO

INSURANCE COMPANY: _____ POLICY NO.: _____ COPY RECEIVED: _____

**CERTIFICATE OF INSURANCE NAMING TDA
AS CERTIFICATE HOLDER MUST ACCOMPANY THIS FORM**

**YOUR SIGNATURE BELOW INDICATES YOUR AGREEMENT TO ABIDE BY THE TERMS
AND CONDITIONS STATED BELOW--PLEASE REVIEW THEM CAREFULLY**

Golf cart must be of FOUR-WHEEL construction and ELECTRIC powered only.

Cart must be stored and consistently maintained in a safe operating condition by Owner, at the sole expense of Owner. Cart may not be stored or left unattended on TDA property. If TDA becomes aware, at any time, that the cart is not in a safe operating condition, the permission granted hereunder is subject to immediate suspension by any authorized representative of TDA, during which time use of the cart on TDA property shall be prohibited. Reinstating use permission will require Owner's demonstration, to TDA's satisfaction, that the cart has been restored to a safe operating condition, and shall be at TDA's sole discretion.

Owner must maintain general liability insurance, covering ownership, use and operation of the cart, with coverage of a combined single limit of \$300,000. Tahoe Donner Association shall be named a certificate holder under said policy and will be provided such a certificate indicating that the insurance will not be canceled or materially changed without at least 30 days prior written notice to TDA.

The use permitted under this agreement is non-transferable. Only the Owner and Spouse, as named above, and members of their immediate family who have a valid Tahoe Donner ID card and are at least 16 years of age and possess a valid driver license, as named at the end of this agreement (any of whom are herein referred to as "Operator"), may operate the cart on TDA property. **A guest may ride with an Operator after paying the appropriate trail fee.**

A co-owner of the cart, unless a member of Owner's immediate family and named at the end of this agreement, must make a separate application for use permission, and pay the applicable fee, in order to be granted permission to use the cart on TDA property.

Only TDA Property Owners may utilize private carts. Renters, lessees or guests are not allowed these privileges.

This agreement becomes effective only after acceptance by TDA and receipt of the applicable fee. This agreement, and the permission granted hereunder, shall expire at the conclusion of the current year's TDA golf season. Except in the event this application is rejected, the fee paid in connection with it is non-refundable.

Operator must observe all course cart rules while operating their cart on Association property; these include, but are not limited to:

Operator must check-in at Pro Shop prior to each use of the cart.

Current "annual" decal must be displayed on the drivers' side (left) of the cart at all times.

Use of the cart by anyone other than the Operators named herein is prohibited at all times.

Cart must remain on the paved paths, when directed by TDA Staff.

No more than two persons (two Operators or an Operator and one guest) and two golf bags are permitted on the cart at any time.

Ice chests or coolers larger than 16" in any dimension are not allowed; in accordance with state law, all alcoholic beverages must be purchased at the Golf Course Restaurant or Snack Bar. Ice chests and coolers are subject to inspection at any time.

In the event cart becomes disabled on Association property, Owner hereby agrees to allow TDA staff to remove the cart, to pay \$50.00 for any such removal, and to hold TDA, its employees, directors and agents harmless from any and all claims of liability for personal injury or property damage related to any such removal.

Any violation of the posted course rules or of the terms and conditions of this agreement will invalidate this agreement and the permission granted hereunder, and result in the forfeiture of any and all fees paid in connection with it. Reinstatement of private cart use privileges will require a new application, payment of the applicable fee, and will be subject to approval by the Director of Golf.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS AND, FOR MYSELF AND ON BEHALF OF THE OTHER NAMED OPERATORS, AGREE: TO ABIDE BY SAID TERMS AND CONDITIONS WITH REGARD TO THE OPERATION OF MY CART ON TDA PROPERTY; TO RELEASE AND HOLD TDA, ITS EMPLOYEES, DIRECTORS AND AGENTS, HARMLESS FROM ANY AND ALL CLAIMS OF LIABILITY FOR PROPERTY DAMAGE OR LOSS, OR FOR PERSONAL OR ECONOMIC INJURY; AND TO INDEMNIFY AND DEFEND SAID PARTIES AGAINST ANY SUCH CLAIMS, WHICH MAY ARISE OUT OF OR BE IN ANY WAY RELATED TO THE MAINTENANCE OR OPERATION OF MY CART BY ME OR ANYONE ELSE.

SIGNED: _____ DATE: _____

"OPERATORS", OTHER THAN OWNER AND SPOUSE NAMED ABOVE, WHO MEET THE REQUIREMENTS STATED:
(Must have current member cards, please provide full names)

SEASON PASS \$400.00: PAID with application _____ RECEIVED: _____ DAILY RATE APPLICATION _____

Computer Data Completed _____

Revised 04/09