

City of Yorkton
**DEER PARK
GOLF COURSE**

PRIVATE GOLF CART USE AGREEMENT & OPERATING PERMIT

This Agreement is made and entered into by and between:

THE CITY OF YORKTON (operating the Deer Park Golf Course, referred to as “Deer Park”)

- and -

_____, the Private Cart User (“PCU”).

Authorization to operate privately owned electric carts at Deer Park is a privilege, granted to those members holding a valid season pass 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 Deer Park at any time. Issuance of this permit entitles the holder to use their private golf cart in support of golf play only, and limits the operation of the cart to Deer Park Golf Course property.

The permit is issued to the current cart owner and is not transferable to another member.

Member support of the Golf Cart Policy is appreciated so that the privilege of operating privately owned carts at the course might continue. A strict program of rules enforcement will be implemented and violation will result on withdrawal of cart privileges.

Now therefore, **THE CITY OF YORKTON** and the **PRIVATE CART USER** mutually covenant and agree together as follows:

1. This Agreement shall be effective as of the date signed, until October 31 of the same fiscal year. The PCU shall pay Deer Park the annual fee established by Deer Park to be able to operate their own golf cart on the course’s premises upon signing this agreement. There shall be no pro-rations or refunds of the annual use fee.
2. The PCU shall be responsible for all damage to golf course property or other property, equipment, and/or individuals from any cause whatsoever involving their golf cart.
3. The PCU is the sole owner of the cart. Should the cart be sold this agreement will be considered null and void and not transfer to the new owner.
4. Only the PCU or a member of the immediate family may use and drive the cart. Any person may ride in the cart, but such person will be considered only as a guest. Those who ride on a personal golf cart, and who do not hold a season pass, must pay the established green fee rates. Every person allowed to drive the PCU’s golf cart must have a valid driver’s license. The PCU must accompany any such driver (except for eligible family members as listed in this agreement).
5. The PCU may not lend the cart to other golfers. The PCU must be present and playing golf when the cart is on the course, with the exception of eligible family members listed within this agreement, who either hold a season pass or have paid the applicable green fee rate.
6. No individuals under the age of 16 may drive the cart. Owners will be liable if any individual under the age of 16 misuses the cart or violates any rules.
7. It is further agreed that the PCU will be responsible for the actions of those using the cart with the PCU’s permission.

8. Permit to operate a private golf cart use does not include provision of any maintenance.
9. The PCU agrees to abide by the Cart Use Policy at all times. Only two riders may use the cart at any time while playing golf.
10. The PCU agrees to observe all directional signs concerning cart travel.
11. The PCU's cart will not be permitted on the course at any time that power carts are grounded because of turf or weather conditions.
12. Course conditions pertaining to the use of golf carts will be under full control of Deer Park.
13. All terrain and/or knobby tires are not permitted.
14. Observance of rules is essential for the protection of the golf course. Mishandling carts or violation of the rules will result in a progressive discipline process, which will be applied proportionate to the severity of the infraction.
 - a. Step 1 – Written letter from Deer Park identifying the violation
 - b. Step 2 – Suspension of cart privileges on course property for one week
 - c. Step 3 – Suspension of cart privileges on course property for one month and appearance before the Director of Golf
 - d. Step 4 – Suspension of cart privileges on course property for a minimum period of one year.
 - e. Use of cart during periods of suspension will result in the next level of suspension.
15. The PCU agrees to hold Deer Park free from all liability in the event of loss through fire, theft or any other damage to the PCU's golf cart during the term of this agreement.
16. The PCU agrees that neither Deer Park, nor its officers, agents, employees, or contractors assume any responsibility in connection with the ownership, storage, maintenance or use of the cart covered in this agreement, except as herein stated, and agrees to indemnify and save and keep harmless Deer Park, its officers, agents, employees, and contractors from any loss, injury or damage which might arise out of the ownership, storage, maintenance or use of the golf cart.
17. The PCU hereby certifies that liability insurance is in place to cover the operation of the golf cart while in use or in storage at Deer Park.
18. The PCU further agrees and understands that Deer Park has absolutely no responsibility for golf cart liability or physical damage to the golf cart, whether in Deer Park's care, custody, and control or wherever situated.

Family members authorized to use the cart:

Private Cart User Signature

Date

Authorization on Behalf of Deer Park

Date