



Golf Cart Private or Lease Application

(Please print)

OWNER/APPLICANT _____

Mailing Address _____

City _____ State _____ Zip _____

Email _____ Phone _____ Cell _____

Member Number _____

Private Cart (Cart Trackage) Leased Cart (AGC Property)

I hereby agree to the following terms and conditions for the operations of a golf cart on the Alexandria Golf Club Premise:

- 1. Current Ownership & Management.** I understand that, as of the date of the submission of this Cart Agreement, the Club is owned by the corporation known as Alexandria Golf Club, Inc. (the "**Club**"). The business and affairs of the Club shall be managed by the Board of Directors. "Club Policies" shall be established and may be amended from time to time by the Board to facilitate management of the Club.
- 2. Membership Provisions.** I acknowledge receipt of, and agree by execution of this Cart Agreement, that upon signed Application to be bound by the terms and conditions of the following: (i) this Cart Agreement, and (ii) the following as they may be amended from time to time at the sole and absolute discretion of the Board (found in the "**Membership Handbook**"); (a) the Club Rules and Regulations, (c) the Club's Schedule of Charges, and (d) such other policies and practices which may be implemented from time to time by the Company. All Private Cart and Leased Cart drivers must possess a valid driver's license.
- 3. Payment of Dues, Fees and Charges.** I understand that I am responsible for the prompt payment of all deposits, fees and charges incurred in connection with my Private Cart or Leased Cart, including any fees or charges incurred in connection with my Club membership, including any fees or charges incurred by my spouse/partner, my immediate family members and guests, and agree to pay such fees and charges in a timely manner upon billing. All dues, fees and charges are billed directly to me as the Club member. I understand there may be a one and one-half percent (1.5%) later charge per month
- 4. Terms:** This agreement shall be for a term ending December 31st annually and automatically renew for one year, unless the Club receives a thirty (30) day written notice prior to resigning.
- 5. Assumption of Risk.** The undersigned hereby acknowledges that the use of the Club Facilities, Club Property and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury. The undersigned hereby accepts any and all risk of injury to myself, my guests and my family sustained while using the Club Facilities, Club Property or involved in any event or activity incident to membership in the Club. In accepting the risk of injury, I understand that I am relieving the Company, its affiliates, their successors and assigns and their respective directors, officers, partners, shareholders, employees and agents and the members of any board of the Club and any Club committee from any and all loss, cost, claims, injury, damages or liability sustained or incurred by me, my guests and my family resulting from or arising out of any conduct or omission by the Company, all Club employees while on duty and any other agent or representative of the Club for any conduct or event occurring on the Club premises or connected with membership in the Club, use of any of the Club Facilities or participation in any Club event.
- 6. Amendment and Reserved Rights.** This Membership Agreement may not be amended or modified, nor shall any waiver of any provision hereof be effective, except by an instrument in writing executed by the undersigned and the Company. The Company reserves the right in its sole and absolute discretion but shall have no obligation to: (i) amend in whole or in part, terminate or modify this Cart Application or Program or any portion thereof, (ii) make any other changes in the terms and conditions of this Application or to the Club Facilities or Property available for use by the Club members.
- 7. Governing Law and Performance.** This Membership Agreement and Membership Handbook shall be governed by and construed and enforced in accordance with the by-laws of the Club and the laws of the State of Minnesota and is performable in Douglas County, Minnesota.
- 8. Counterparts & Signatures.** This Membership Agreement may be signed in one or more counterparts and each counterpart is an original. Signatures to this Membership Agreement transmitted by facsimile or in electronic PDF or other text readable electronic format, are binding upon the party providing such signatures and such signatures are deemed original signatures for all purposes.

Signature of Applicant

Date _____

Signature of Spouse/Partner

Date _____