



COUNTRY CLUB EAST

AT LAKEWOOD RANCH

Guideline # 13 Golf Carts

Any golf cart used within Country Club East (CCE) must either be a personal cart leased from Lakewood Ranch Golf & Country Club or a cart owned by a CCE resident and registered with the Property Management Office (PMC).

To register a golf cart, the resident must submit to the PMC an executed copy of the attached Golf Cart Agreement along with a check payable to Country Club East HOA, in the amount of one hundred (\$100.00) and proof of insurance. Insurance coverage must include use of the golf cart on community roads and cart paths. Insurance coverage must include property damage of at least \$100,000.00 and general liability of at least \$300,000.00 and must name as additional insured Country Club East Homeowners Association, Inc.

Carts to be registered must have brake lights, rearview mirror and red reflector warning devices front and rear. Carts to be used from dusk to dawn must have headlights and turn signals.

Upon registration, a Country Club East decal will be placed on the cart (right Rear). The decal must remain in place at all times the cart is used within Country Club East.

The operator of a golf cart must hold a valid State driver's license. An operator holding a learner's permit may operate the golf cart only when accompanied by a parent or guardian.

While in CCE the operator of a golf cart must use roads, not sidewalks, and must obey all traffic laws and signs.

The golf cart must be maintained in proper working condition and its appearance must be clean and presentable.

Reckless driving or violation of the rules may result in revocation of registration, suspension of use rights, and/or a fine of not more than \$100.00 per violation) or \$100.00 per day for continuing violation)

Golf Cart Agreement

This golf cart Agreement ("agreement") is entered into as of this ____ day of _____ 20__, by and between Country Club East Homeowners Association, Inc ("HOA") and _____ ("owner") whose address is _____ and whose phone number is _____.

HOA and Owner hereby agree as follows:

Owner is hereby granted a revocable license ("the license") to use a properly registered and maintained golf cart as outlined on the Golf Cart Rules of Country Club East as modified from time to time by the Board of Directors of the HOA (the "rules"). The current rules are attached hereto.

Upon Execution of this Agreement Owner has paid a one-time registration fee in the amount of \$100.00. By its execution of this agreement below, HOA acknowledges receipt of the fee. The HOA decal must be properly place on the right side of the golf cart and maintained there for the duration of the use of that cart within Country Club East. This Agreement and fee are not transferrable to any other golf cart. If owner wishes to replace the cart, Owner must submit a new agreement and fee for registration of the replacement cart.

In the event Owner fails to observe the Rules and such failure occurs again after written notice of the infraction from the HOA to the owner, the HOA may exercise its remedies hereunder. If Owner breaches any provisions of this Agreement and if such breach is not cured within five (5) days after written notice from HOA to Owner setting forth the nature of the breach, the HOA may exercise its remedies hereunder. Such remedies shall include immediate revocation of the License, temporary suspension of the License for a period of time specified by the HOA, and/or imposition of a fine of up to \$100.00 per violation (or \$100.00 per day for continuing violations)

Owner represents and warrants that Owner is the owner or lessee of the cart being registered and that the cart is currently insured as represented under the proof of Insurance presented to HOA in conjunction with this registration.

In consideration of the grant of the License, Owner hereby agrees:

- a) To comply with the Rules and cause his or her family members and invitees to comply with the Rules.
- b) To indemnify, defend and hold harmless HOA their respective employees, directors, successors and assigns (collective referred to herein as "Indemnatee") against any and all claims for property damage, personal injury or death arising from or related to the use of the registered golf cart by owner, Owner's family or Owner's guests and invitees,

notwithstanding any ordinary negligence of an indemnitee. Such defense shall include all counsel fees and courts costs at the trial and appellate levels.

- c) To maintain in full force and effect, at all times the cart is present in Country Club East, the insurance coverage presented at registration or equivalent or better coverage from the same or another carrier. Upon request of PMC, Owner shall within (30) days deliver to PMC a certificate of coverage demonstrating that the required insurance is in place.

Owner shall not assign this Agreement or any of its rights or obligations hereunder.

In connection with any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover as costs all of such party's expense incurred in connection therewith, including reasonable attorney fees at the trial and appellate levels. Venue for any action hereunder shall be Manatee County, Florida.

Description of Golf Cart: _____

CCEHOA registration decal number: _____

Proof of insurance attached: _____

Executed this _____ day of _____ 20__.

Country Club East Homeowners Association, Inc. Owner

By: _____

Name: _____

Title: _____

Approved by the Board of Directors at its
Meeting of April 29, 2021
Updated July 29, 2021, at the Board of Directors meeting.