



SHANGRI-LA RESORT

2021 Private Cart Trail Plan

Private golf carts may be used only by members who acquire and maintain a current membership, and who are in good standing (“Members”) at Shangri-La Resort (the "Resort"). The right to use private golf carts on the Resort's golf facilities may also be obtained on an annual basis in accordance with the terms of this Agreement and the Resort’s rules and policies as they may change from time to time. All trail privileges are set to annual renewal and will expire 1 year from the start date. This right is non-transferable and non-assignable and may be canceled at any time at the discretion of the Resort. Trail fee privileges are granted only for the benefit of the undersigned Member, the Member's spouse, and children of Members aged 16 and over, but under the age of 25, living at home or attending school on a full-time basis, and having a valid driver's license. Private golf carts must be approved each year by the Resort as complying with the appearance and other standards as stated in this Agreement and the Rules and Regulations of the Resort, as the same may be amended from time to time. Only golf carts displaying a current decal on front of private cart will be allowed access to the golf facilities. The Resort does not allow a member to pay for use of a private golf cart on a per round basis.

As a private golf cart owner Member, the undersigned Member hereby makes application to the Resort's private golf cart trail fee program and promptly submits this Agreement and the sum outlined below based upon the plan selected as the current annual trail fee, plus applicable taxes, if any.

	<u>Check Plan</u>	<u>Rate</u>
• Plan A – Member with One Owned Cart	_____	\$700
• Plan B – Member with Second Owned Cart	_____	\$600

Upon submittal of this Agreement, the Member agrees to abide by all rules and regulations for private golf carts, including all applicable state, county and local regulations, as the same may be amended from time to time. No trailers are allowed on premises. The trail fee is non refundable. Privately owned golf carts must be inspected annually and approved by the Resort to insure compliance with all standards set as may be determined from time to time by the Resort. No oversized carts, knobby tires, obnoxious color schemes, and damaged or unsightly carts will be allowed. The appearance and condition of the golf cart is critical to the overall visual quality of the Resort. As a participant in the private golf cart trail fee program at the Resort, the Member further understands and agrees:

1. Neither the Resort nor Shangri-La Resort, L.L.C., a Oklahoma limited liability company, and/ or its affiliates (collectively, the "Owner") shall have any responsibility or liability to the Member or any other person involving or in any way related to the maintenance, use, or operation by the Member or any other person of the private golf cart at the Resort. The Member and any such other person shall use the private golf cart at his or her own risk. The Member is responsible at all times for the safe operation of

the cart on Resort property.

2. The Member agrees to indemnify, defend and hold the Resort, Owner, and the board of directors, directors, officers, employees, affiliates and agents of the Resort and the Owner harmless from and against all loss, cost, liability or expense arising out of the operation of the golf cart, including but not limited to and without limitation, deductibles, retained limits, any property or personal injury, causes of actions and any attorneys' fees and expenses that may be incurred by the Owner or the Resort.

3. The Member agrees to be held fully responsible for any and all damages caused by the operation of the golf cart or Shangri-La Resort property.

4. The Member agrees to reimburse the Resort for any and all damages the Resort may sustain by reason of the operation, including without limitation, damage to other golf carts or personal private property of the Resort and/ or any personal injury suffered by any person.

5. The Member agrees to maintain for the current trail fee year liability insurance coverage on the operation of the private golf cart with policy limits at least equal to \$100,000, personal injury coverage per occurrence, and \$50,000 property damage coverage per occurrence naming the Resort as additional insured's. Such coverage is presently provided by the insurance company and policy number set forth below. A certificate of insurance must be furnished to the Resort each year prior to a decal being issued. Such insurance coverage shall also provide that at least thirty (30) days' written notice of cancellation will be provided to the Resort. The Member further agrees that he/ she will not permit the use or operation of his/her golf cart by any person or in any manner, which would invalidate the insurance coverage. The use of golf carts is prohibited if the owner does not have insurance or if the insurance expires.

6. The Member agrees to maintain a membership in the Resort in good standing for the full term of this Agreement. Members utilizing their own carts without a valid sticker will be subject to applicable fines, suspension, or expulsion from the Resort. Member agrees that any fines will be automatically billed to their Member account and agrees to pay such amounts in full. Member further agrees that violation of these rules and policies is unfair to the Resort and other fellow Members that follow the Resort's rules, regulations, and policies. A Yearly decal will be issued for the cart, when the signed Agreement including proof of insurance and payment are received. The decal should be placed on the front of the golf cart in clear view. The Resort reserves the right to impound any golf carts illegally using the golf course without a valid permit. If a cart is impounded for illegal use Member agrees to pay the applicable impound fee to retrieve such illegal cart.

7. That maintenance of the private golf cart is the responsibility of the Member. In order to maintain a beautiful, attractive, and pleasing environment for our Members the Resort reserves the right to strictly enforce the highest level of maintenance and appearance of private golf carts.

8. Members agree that Non – Resort beverage coolers are not allowed on the course and no coolers shall be permanently mounted to the golf cart. All food and beverages consumed on the Resort facilities must be purchased from the Resort. Failure to comply with these rules and regulations creates liability for the Resort, and jeopardizes our insurance coverage and our liquor and beer licenses necessary to operate a Resort.

9. The failure or delay of the Resort at any time to require the Member's performance of any provision of this Agreement or the rules and regulations applicable to private golf carts, as the same

may be amended from time to time, even if known, will not affect the right of the Resort to require the Member's performance of that provision or to exercise any right, power or remedy under this Agreement or the Rules and Regulations, and any waiver by the Resort of any breach of any provision of 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. Should any dispute arise from this Agreement, the Member agrees that Northern District of Oklahoma courts will have the exclusive jurisdiction over the matter. The prevailing party shall be entitled to all legal fees, costs, and expenses associated with any dispute relating to this agreement.

10. All Member owned golf carts must obtain a starting time before playing the golf course and must start on the holes assigned by the Pro Shop Resort Staff. Starting play on any other hole on the course is strictly prohibited. All guests of Members must have Resort receipt with them while utilizing the facilities. To protect the course, private carts must be a minimum of 30 feet from putting green unless on the cart path. Members and private cart owners must observe all signs, markers, and instructions of Resort Staff regarding using carts off the cart paths. Two people and two sets of clubs are the maximum permitted per cart. Each golfer must have their own set of clubs to ensure proper speed of play. Pet's are not allowed on the golf course at any time and if on the golf cart must be confined to the cart. Unauthorized activity or people on the golf course should be reported to the Pro Shop. Reporting unauthorized activity or people on the course may prevent a serious injury from occurring. Privately owned golf carts that are not registered in the Trail Program with a valid agreement and decal are not allowed on the course or facilities at any time. If a Member of the Trail Program wishes to use their private cart in a tournament, we request that they arrive at the club at least 30 minutes prior to starting so that the Resort staff can have orderly alignment of the carts. Private carts are not to be parked on the driving range tee area and should remain on the cart trails at all times. Private golf carts may access the Resort only at designated locations. Inquire at the Pro Shop for the appropriate location to access the golf facilities. Do not enter the course from a backyard or adjacent property. Private golf carts are not permitted on the golf courses for any reason other than golf after the Member has checked in with the Pro Shop. Site seeing on golf course property is strictly prohibited for everyone's safety.

Please remember that the safety of others depends upon your actions and responsible golf behavior. Golf has always been a great outdoor recreational experience to be enjoyed with family and friends. As everyone appreciates, golf is fundamentally built on players conducting themselves honestly with integrity while following the rules and regulations of the game at the facilities they play.

SIGNATURE OF MEMBER _____ **DATE:** _____

Member's Name: _____ **DL#** _____

Spouse's Name _____ **DL#** _____

Authorized Children _____ **Age:** _____ **DL#** _____

Authorized Children _____ **Age:** _____ **DL#** _____

Authorized Children _____ **Age:** _____ **DL#** _____

Membership #: _____ **Type of Cart Plan:** _____ **Golf Cart Permit #** _____

Cart Make: _____ **Model:** _____ **Color:** _____ **Year:** _____ **Gas or Electric**

Insurance Company: _____

Insurance Agent: _____ **Phone:** _____

Policy Number: _____ **Fax:** _____

Please Attach Proof of Insurance with application Yes _____ No _____

FOR OFFICE USE ONLY

Date Agreement Received: _____ **Initials:** _____

Payment Recorded: _____ **Initials:** _____

Decal Number: _____ **Initials:** _____

Notes: _____
