

**DEEP RIVER GOLF CLUB (1972) INC.  
(hereinafter called "The Club")**

**OF THE FIRST PART**

And

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(hereinafter called "The Lessee")

**OF THE SECOND PART**

WITNESSETH that The Club contracts with the Lessee in the form of an annual lease for the occupation and use of one shed for the housing of a power-operated golf cart subject to the following terms and conditions.

The Lessee shall be defined as the principle owner of the power cart. The Lessee may appoint a designate, either a spouse or other individual. The designate must meet the definition as stated in section 5.0 of this agreement.

**1.0 GENERAL TERMS AND CONDITIONS**

1. Notwithstanding that the shed covered by this Agreement was constructed by The Club, the Lessee, or by a previous Lessee, The Club is the owner of the shed.
2. The shed structure is insured by The Club. The Club accepts no responsibility for any damage or loss of use to the power cart while it is stored in the shed.
3. The Lessee accepts all legal responsibility for the safe operation of the power cart by the Lessee or designate on the golf course property.
4. The Club recommends that the Lessee confirm that the power cart as well as any other personal contents stored in the shed are covered under the lessee's homeowner's insurance policy.
5. The Club shall be responsible for normal maintenance and repairs to the shed and the area adjacent thereto in a condition satisfactory to The Club.
6. The Club will not be responsible for any winter maintenance, such as snow removal necessary for access to the shed.
7. The Club will provide hydro services to the sheds throughout the golf season. Hydro service will not be provided year-round.
8. The Lessee shall be responsible for repairing any damage to the shed caused by The Lessee or designate. If necessary, to prevent additional damage to adjacent sheds, The Club reserves the right to enter the Lessee's shed to repair any damage and recover the costs thereof from the Lessee.
9. The Lessee shall be responsible for the provision of a suitable lock for the door of the shed and for the maintenance thereof.
10. Cart sheds are to be used for the storage of carts and other golf related gear or equipment only. Lessees are responsible for general cleanliness in their cart space.
11. It is the responsibility of the Lessee to inform The Club of any changes to the lease agreement.
- 12. NO FLAMMABLE PRODUCTS SHALL BE STORED IN CART SHEDS!**

**2.0 TERMS OF LEASE**

1. The Lessee shall pay to The Club a yearly rent for power cart storage in such amount as is determined by The Club for the current year.
2. The Lessee shall not transfer the lease to another person except as provided for under Section 4, during the lifetime of this Agreement.

### **3.0 USE OF CART ON THE COURSE**

1. The Lessee or registered designate have the right to use the cart on the course at no additional fee.
2. **Any other user of the cart stored in the assigned shed is obliged to pay a trail fee at the pro shop.**

### **4.0 TERMINATION OF LEASE AGREEMENT**

#### **1. Termination of the lease by The Club:**

- If the Lessee club membership is terminated for disciplinary or other reasons, the lease agreement will be forfeited, and the Lessee shall vacate the cart shed immediately. Reassignment of the shed shall be at the discretion of The Club.

#### **2. Voluntary Termination of the Lease:**

- The Lessee may voluntarily terminate this Agreement at any time by notifying The Club.
- This Agreement shall be terminated if the Lessee gives up permanent membership in The Club.
- In the instance of any of the above, a person registered as designate has first option to continue the rental, either singularly or with a different designate. If no designate is identified, the Lessee's spouse shall have the option to continue the rental providing the spouse is a full member of the club. Should this occur, a new lease agreement will be signed with the new Lessee.
- In the absence of the previous situations the cart shed shall be returned to The Club for reassignment as per the waiting list.

#### **3. Medical Deferral**

- The board may permit a member to retain their cart shed during time of medical duress. See Section 6.0 Medical Deferral in policy OP-002 for conditions and details.

#### **4. Death of the Lessee**

- Upon death of the Lessee the person registered as the designate has the first option to continue the rental. In this instance a new lease agreement will be signed with the new Lessee, In the absence of a designate the cart shed shall be returned to The Club for reassignment.

### **5.0 DEFINITION OF DESIGNATE**

- The Lessee's spouse or other individual who is a member in good standing of the club, or;
- An employee of the club who has been given playing privileges as part of their job description.

I, the undersigned, have read and understood the above terms and conditions.

Lessee: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS PORTION OF THE AGREEMENT TO BE RETAINED BY THE LESSEE.**

