

COMPOUND SPACE LEASE

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

OF THE FIRST PART

And

(hereinafter called "The Lessee")

OF THE SECOND PART

WITNESSETH that The Club contracts with the Lessee in the form of an annual lease of space within The Club cart compound for the housing of a power-operated golf cart subject to the following terms and conditions. The allocated space will be of size suitable for a regular power cart and reasonable personal access to all sides of the cart.

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. The Club is the owner of the compound.
2. The Club accepts no responsibility for any theft, damage or other loss such as of use to the power cart or materials left on the power cart. This includes any losses caused either by The Club or other Lessees of compound space while it is stored in the compound.
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 compound are covered under the lessee's homeowner's insurance policy.
5. The Club shall be responsible for normal maintenance and repairs to the compound 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 compound.
7. There is one charging station for electric carts in the compound. Check with pro shop for use.
8. The Lessee shall be responsible for repairing any damage to the compound caused by The Lessee or designate.
9. The compound is to be used for the storage of carts only. No other materials such as fuels, oils, tools, or other items are permitted to be stored in the compound. Lessees are responsible for general cleanliness in and around their cart space.
10. It is the responsibility of the Lessee to inform The Club of any changes to the lease agreement.
11. The lessee may store the power cart in the compound for the off season.

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.

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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 compound is obliged to pay a trail fee at the pro shop.**

4.0 ACCESS TO THE COMPOUND

1. During the operational season access to the compound is governed by the operational hours of the pro shop. Lessee shall check with the pro shop for operational hours. Pro shop hours may vary depending on extreme weather conditions, always check with pro shop for access.
2. There is no access to the compound during the off season.

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 compound immediately.

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 compound space 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 compound space 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 compound space shall be returned to The Club for reassignment.

5. Refund

In the event of a termination for whatever cause, the Lessee may be subject to a refund in accordance to the terms identified in OP-003 Membership Refund/Adjustment Policy.

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.

THIS PORTION OF THE AGREEMENT TO BE RETAINED BY THE CLUB.

THE PARTIES HERETO have caused these presents to be signed by the proper officers of The Club authorized in that behalf and by the Lessee on his/her own behalf.

Agreement was on the _____ day of _____, the year _____.

On Behalf of the Deep River Golf Club:

House Director: _____
Print Signature

I, the undersigned, have read this contract and understand that The Club's insurance policy will not cover loss of use or damage to my power cart, personal property, or items stored in the compound.

Lessee: _____

Lessee Spouse/Designate: _____