

PRIVATE GOLF CART USER AGREEMENT

This Private Golf Cart User Agreement ("Agreement") is entered into on this _____ day of _____, 20____, between the City of Commerce City, a municipal corporation of the State of Colorado, and _____, an individual located at _____ ("Owner"), jointly (the "Parties").

Recitals

WHEREAS, the City owns and operates the Buffalo Run Golf Course, located at 15700 East 112th, Commerce City, Colorado 80022 ("Golf Course"); and

WHEREAS, the Owner desires to operate the Owner's privately-owned golf cart during the Owner's course of play at the Golf Course ("Private Golf Cart");

The Parties hereby agree and covenant as follows:

1. Description of Private Golf Cart:

Make/Model: _____

Color: _____

VIN/Serial Number: _____

2. Term. This Agreement shall commence on the date of execution and automatically terminate on December 31st of the year of execution, unless earlier terminated by either Party as set forth herein.

3. Termination. The City, in its sole discretion, may terminate this Agreement with or without cause, written notice to the Owner. Any termination by the City shall be effective immediately. The Owner may terminate this Agreement upon written notice to the City. Any termination by the Owner shall be effective upon the City's receipt of written notice.

4. Owner Responsibilities. The Owner agrees to:

- a. Schedule and complete a Private Golf Cart Evaluation, as required by the Private Golf Cart Use Policy.
- b. Operate the Private Golf Cart responsibly and in compliance with all applicable laws, regulations, and City policies, including, but not limited to, the City's Private Golf Cart Use Policy.
- c. Prohibit operation of the Private Golf Cart by any individual who is not an Authorized User as set forth in Section 6 of this Agreement.
- d. Use the Private Golf Cart only on designated paths or approved areas during regular Golf Course business hours.

- e. Check in with the course Golf Shop staff prior to commencing play.
- f. Pay all required Golf Course fees at the time of check-in.
- g. Notify the City of any modifications made to the Private Golf Cart after the Private Golf Cart Evaluation and complete a new Private Golf Cart Evaluation (as set forth in this Section 4.b.) prior to operating the Private Golf Cart at the Golf Course. Failure to do so could result in immediate termination of this Agreement.

5. **Authorized Users.** Only the Owner and the following immediate family members of Owner, who are within the first degree of consanguinity and affinity and at least 18 years of age, are authorized to use the Private Golf Cart on the Golf Course.

Authorized Users:

_____ DOB: _____ DL #: _____
 _____ DOB: _____ DL #: _____
 _____ DOB: _____ DL #: _____

(collectively, the "Authorized Users"). **Each Authorized User shall execute an Authorized User Release of Liability, as further described in Exhibit A,** attached hereto and incorporated herein.

6. **Maintenance; Repairs; Storage.** The Owner, at their sole expense, shall be responsible for all maintenance and repairs to the Private Golf Cart. The Owner, at their sole expense, shall bear the cost of any damage or repairs to City property resulting from misuse, negligence, or accidents involving the Private Golf Cart. When the Private Golf Cart is not in use as authorized under this Agreement, the Owner shall store the Private Golf Cart off City property at the Owner's sole expense.
7. **Indemnification and Release of Liability.** The Owner, for themselves, their spouse, their legal representatives, heirs, and assigns hereby **RELEASES, FOREVER DISCHARGES, INDEMNIFIES, AND HOLDS HARMLESS** the City of Commerce City, its successors and assigns, respective affiliates, officers, directors, agents, volunteers, and employees (collectively, the "Released Parties") from and against any and all claims, losses, liabilities, damages, demands, lawsuits, and expenses and costs, including reasonable attorney fees, arising out of or related to the operation of the Private Golf Cart on the Golf Course, including without limitation injury from operation of the Private Golf Cart by any Authorized User, and injury to any persons or property, whether caused by the negligence of the City or otherwise. This obligation to indemnify includes, without limitation, deductibles or retained limits which may be incurred by the Released Parties.

The City does not agree to defend, indemnify, or hold harmless the Owner or waive or limit the Owner's liability (either by type of liability or amount). The City is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses,

and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or employees.

The Owner has independently evaluated and reviewed the risks of operating the Private Golf Cart at the Golf Course and has determined to do so with full knowledge and acceptance of such risks. The Owner assumes full responsibility and liability for all risk of personal injury, sickness, death, and/or property damage which may arise from the operation of the Private Golf Cart at the Golf Course.

The Owner's obligations under this Section 8 shall survive the termination of this Agreement.

8. **Insurance.** During the term of this Agreement, the Owner shall, at the Owner's sole expense, maintain liability insurance written on a per-occurrence basis covering, without limitation, bodily injury, death, premises operations, personal injury, and broad form property damage with limits of at least \$1,000,000 per occurrence. The liability coverage must (i) include the City and its directors, officers, and employees as additional insureds on a primary and non-contributory basis irrespective of any other insurance available to the additional insureds, whether collectible or not, for claims arising in connection with the Private Golf Cart; (ii) include a Waiver of Subrogation in favor of the City and its directors, officers, and employees; and (iii) include a severability of interest provision.

Before operating any Private Golf Cart on the Golf Course, Owner will provide certificates of insurance and all necessary endorsements evidencing insurance coverage as required by this Agreement. If any such insurance is materially modified or cancelled during the term of the Agreement, Owner will provide the City with new certificates of insurance and endorsements not less than ten (10) days prior to such material modification or cancellation.

9. **Notice.** All notices which are required, or which may be given under this Agreement shall be effective upon receipt and sent to the email or physical address set forth below:

If to City: City of Commerce City
Parks, Recreation and Golf
Golf Director
15700 East 112th Ave
Commerce City, Colorado 80022

If to Owner: [NAME]
[ADDRESS]
[ADDRESS CONT.]
[EMAIL]

10. Amendment. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and executed by a duly authorized representative of each Party.
11. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Adams County.
13. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.
14. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.
15. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.
16. Acknowledgment. By signing below, both parties agree to and are bound by the terms and conditions of this Agreement.

OWNER:

By: _____
Name: _____
Title: _____
DOB: _____
DL #: _____
Date: _____

EXHIBIT A

CITY OF COMMERCE CITY

AUTHORIZED USER RELEASE OF LIABILITY

This is a Release of Liability

Read it Carefully Before Signing

In consideration of being permitted to operate the Private Golf Cart, as defined in the Private Golf Cart User Agreement, the undersigned for themselves, their spouse, their legal representatives, heirs, and assigns hereby RELEASES, FOREVER DISCHARGES, INDEMNIFIES, HOLDS HARMLESS, AND COVENANTS NOT TO SUE the City of Commerce City, its successors and assigns, respective affiliates, officers, directors, agents, volunteers, and employees (collectively, the "Released Parties") from and against any and all claims, losses, liabilities, damages, demands, lawsuits, and expenses and costs, including reasonable attorney fees, arising out of or related to the operation of the Private Golf Cart by the undersigned, including without limitation injury to persons or property, whether caused by the negligence of the City or otherwise. This obligation to indemnify includes, without limitation, deductibles or retained limits which may be incurred by the Released Parties or any indemnified party.

Furthermore, the undersigned has independently evaluated and reviewed the risks of operating the Private Golf Cart at the Golf Course and has determined to assume all risks inherent with full knowledge and acceptance of such risks. The undersigned hereby assumes full responsibility and liability for all risk of personal injury, sickness, death, and/or property damage which may arise from the undersigned's operation of the Private Golf Cart.

The undersigned's obligations set forth herein shall survive termination of the Private Golf Cart User Agreement.

Authorized User Signature: _____

Authorized User Name: _____

DOB: _____

DL #: _____

Date: _____

Phone: _____

Exhibit B

Private Golf Cart Use Policy

Buffalo Run Golf Course

City of Commerce City Parks, Recreation, & Golf Department

Privately owned golf carts ("Private Golf Cart") may be operated on the Buffalo Run Golf Course only when in compliance with the following regulations.

1. The owner of the Private Golf Cart ("Owner") MUST complete a Private Golf Cart User Agreement ("Agreement") and Private Golf Cart Evaluation Form ("Evaluation"), annually. Upon completion of the Agreement and the Evaluation the Owner will receive a registration sticker ("Registration").
2. **Cart Specifications:**
 - a. Cart must be electric, no gas carts allowed
 - b. Cart must have four (4) wheels
 - c. Tire height is limited to a maximum of 20 inches
 - d. Tire width must be a minimum of 8 inches
 - e. Tire inflation must be between 20 psi – 30 psi
 - f. Off-road tires are prohibited, maximum tread depth ¼ inch
 - g. Cart must weigh between 500 lbs. and 900 lbs. dry weight, without batteries
 - h. Cart must pass safety inspection performed by authorized Golf Division staff
 - i. Cart must display the current year's registration sticker issued by Buffalo Run
3. Registration is not transferable from one Owner to another. Owners must reside in Commerce City evidenced by valid driver's license with a Commerce City address to be eligible for a Private Golf Cart registration.
4. All Private Golf Carts must be operated in accordance with the municipal code and rules for the operation of golf carts within Buffalo Run Golf Course including the posted on-course speed limit of 15 mph. The rules can be found in the document titled, "Buffalo Run Golf Course Cart Rules of Operation".

5. Drive safely and respect other golfers; follow the flow of traffic.
6. The trailering of Private Golf Carts onto the golf course property is prohibited
7. Golf cart use is allowed only when playing golf, it is strictly prohibited to be “sightseeing” or “joyriding” on golf course property at any time.
8. Gates are locked one (1) hour prior to sunset.
9. Operation of Private Golf Carts is prohibited by any individual who is not an Authorized User as set forth in Section 6 of the Agreement.
10. Owners must check in with the golf course shop staff prior to commencing play.
11. Owners must pay all required applicable fees at the time of check-in.
12. A current registration sticker must be securely attached and clearly displayed to the registered Private Golf Cart.
13. Private Golf Cart Registrations may be cancelled or suspended because of violating any of the regulations pertaining to the use of the Private Golf Cart or the use of golf carts in general. Repeating offences will be considered a violation of policy and may result in the revocation of registration. No refund shall be made for any portion of the registration fee in the event of revocation or suspension, including any violation(s) to the Parks, Recreation, and Golf Code of Conduct Policy.

Buffalo Run Golf Course Private Golf Cart Safety Checklist

Owner's name and phone # _____

Make, model, year, color _____

Equipment Checklist:

- | | | |
|-----------------|------|------|
| • Tires | pass | fail |
| • Brakes | pass | fail |
| • Steering | pass | fail |
| • Batteries | pass | fail |
| • Body/canopy | pass | fail |
| • Wiring | pass | fail |
| • Other (misc.) | pass | fail |

Reason for any "fail(s)" and corrective measures required:

Cart Specifications:

- Cart must be electric, no gas carts allowed
- Cart must have four (4) wheels
- Tire height is limited to a maximum of 20 inches
- Tire width must be a minimum of 8 inches
- Tire inflation must be between 20 psi – 30 psi
- Tires must have a rounded vertical tread with a maximum depth of ¼ inch
- Off-road tires are prohibited, maximum tread depth ¼ inch
- Cart must weigh between 500 lbs. and 900 lbs. dry weight, without batteries
- Cart must pass safety inspection performed by authorized Golf Division staff
- Cart must display the current year's registration sticker issued by Buffalo Run

Staff signature _____ Date _____

BUFFALO RUN GOLF COURSE

CART RULES OF OPERATION

- Carts are available for the purpose of transporting golfers during the normal course of business, (playing golf), therefore “sightseeing” and any other traveling on golf course property is prohibited without expressed written consent of the City of Commerce City.
- A signed rental agreement is required for all rental cart use.
- Use concrete paths as much as possible to help protect turf, especially avoid sensitive areas such as greens, teeing areas, roped off areas, and ground under repair. ALL PAR 3 HOLES ARE DESIGNATED AS CART PATH ONLY.
- Driving while impaired for any reason is not allowed.
- Drive in a safe manner and be aware of your surroundings, always respecting other golfers; excessively loud music is not permitted.
- Use parking brake when stopped.
- Maximum speed limit is 15 mph.
- Avoid driving carts in native grass areas.
- Personal motorized vehicles are not permitted, examples include golf boards, golf bikes, trikes, scooters, one wheels, segways, etc.
- Observe directional signs when approaching greens and return cart to path for the remainder of the hole.
- Drive slowly and carefully around clubhouse and through tunnel.
- Maximum two (2) adults per golf cart.
- Must be 18 years of age (or older) with valid driver’s license to operate cart.
- Observe any additional cart operation rules given by staff.