



**CART LEASE CLUB AGREEMENT**

This agreement is made this 1<sup>st</sup> day of January, 2010, by and between Pinewild Project Limited Partnership (hereinafter referred to as "Management"), and \_\_\_\_\_ (hereinafter referred to as "Member-Lessee").

Management has offered to Member-Lessee membership in the Cart Lease Club, which permits Member-Lessee to rent, at a discount, the golf carts of Pinewild Country Club of Pinehurst (the "Club"), subject to conformance with the current rules and regulations established by Management and set out in the Exhibit to Cart Lease Club Agreement, attached hereto, and as may be amended from time to time as provided herein.

By executing this Agreement, Member-Lessee agrees to abide by and comply with the terms of this Agreement and with such rules and regulations of the Club as are from time to time established by Management.

**This Agreement will become effective on January 1st 2010, and will remain in effect for a period of twelve (12) months.**

Member - Lessee:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Owner/Operator:  
Pinewild Project Limited Partnership  
By its agent

\_\_\_\_\_  
Christopher Little  
Director of Golf/Club Manager

Membership No.: \_\_\_\_\_

### **CLUB MEMBERSHIP**

Management will consider an application for membership in Cart Lease Club for members in "good standing" of Pinewild Country Club of Pinehurst (hereinafter referred to as "Club").

(Such members shall be hereinafter individually referred to as "Member-Lessee"). An application for membership must be made in writing on the form supplied by Management.

The right to membership in the Cart Lease Club is available to Full Privilege members as described in the Rules and Regulations of the Club (the "Rules"). Such membership permits Member-Lessee to rent, at a discount, Club golf carts in accordance with the terms and conditions of the Agreement (the "Rental Privileges").

Management, at its sole discretion, may accept new members into the Cart Lease Club or reject any and all person from membership in the Cart Lease Club. Management agrees to not discriminate as to color, sex, age or religion with regard to membership in the Cart Lease Club.

### **TERM**

The term of the Agreement shall be twelve (12) months, commencing on January 1st, of each calendar year.

Member-Lessee may terminate the Agreement upon thirty (30) days written notice to Management if:

- Member-Lessee has been transferred beyond a 50-mile radius of the Club and discontinues his/her membership in the Club.
- Member-Lessee has purchased his/her own private golf cart, and enters into a Private Golf Cart Agreement with the Club.

### **CART LEASE CLUB**

An annual membership is payable to Club upon execution of the Agreement. Member-Lessee is obligated for payment, in advance, on a quarterly basis, except as specifically set forth herein.

In the event the Agreement is terminated pursuant to the provisions previously mentioned, the annual membership fee will be refunded based upon the actual number of months of the year during which membership privileges have been available to the Member-Lessee. Any partial month shall be deemed to be a full month. In no other event shall the membership fee be prorated or refundable in whole or in part.

The annual membership fee per person is one thousand and seventy-five dollars (\$1,075.00) plus sales tax of six and one-half (6.5) percent. If the first year is less than a full twelve month period, then the membership fee shall be prorated to the number of months remaining until December 31st, with any partial month being deemed a full month.

### **RENTAL PRIVILEGES**

Member-Lessee is the only individual entitled to operate the cart pursuant to the Agreement.

The carts may be picked up thirty (30) minutes prior to Member-Lessee's tee time at the Club Pro Shop and all cart usage must originate at the Club Pro Shop.

Member-Lessee must register with the starter and identify persons accompanying them in the cart (if any) at the time the cart is picked up. All riders who are not members of the Cart Lease Club must pay, to the Club, the appropriate Club cart fee.

Carts are to be operated on the golf course only while a round of golf is being played. Cart parking is allowed only in designated areas. Club is to be notified immediately, by Member-Lessee, in the event a Cart becomes inoperable.

**RENTAL PRIVILEGES (continued)**

Member-Lessee, its family and guests, will abide by the Rules as established at the time of play and observe all normal golf etiquette.

No more than two (2) persons shall ride in the cart and the cart shall carry no more than two (2) bags at any time. No pets shall be permitted in the cart or on the golf course.

Management may revoke Rental Privileges, without notice, if:

- (i) Member-Lessee is not a member in good standing of the Club, or (ii) Member-Lessee violates any provision of the Agreement.

The membership granted hereunder is personal and is non-assignable nor transferable by Member-Lessee. For instance, Member-Lessee may not transfer a membership to another member of the Club for any reason.

Cart usage shall be limited to up to thirty-six (36) holes per day (hereinafter referred to as a "Round"). Member-Lessee understands that Club does not warrant availability of carts for a specific day or starting time.

In addition to the Rules specifically set out above, Member-Lessee shall comply with and abide by all Club Rules, as from time to time amended, including, by way of illustration, but not by limitation, all Rules pertaining to use of and play upon the golf course and use of the Club's rental carts. Member-Lessee acknowledges that Management, at its sole discretion, may make reasonable changes to the operating procedures set forth in the Agreement, if and when it deems such is necessary.

Member-Lessee does hereby agree to utilize the cart for the intent of which it was designed.

Member-Lessee does hereby agree to pay for damage to said cart while in their possession, and agrees to be solely responsible for any bodily, personal and/or property damage while in their possession.

Member-Lessee does hereby acknowledge that they understand how to operate the cart, and that they are in possession of a valid drivers license.

**VIOLATIONS OF RULES AND REGULATIONS**

Any member of the Club or Golf Professional may report any violation of the Rules or the Agreement in writing to Management.

Any Member-Lessee who is accused of violating any of the Rules or the Agreement shall have his or her rights under the Agreement terminated, at the option of Management. In such event, Member-Lessee shall not be entitled to any rebate of the Membership Fee.

In the event any violation results in actual physical damage to the course, the damage shall be repaired by Management, which shall then bill to Member-Lessee the cost of such damage and Member-Lessee, shall be obligated for such payment. In addition to any other remedies available to Management, nonpayment will result in Member-Lessee's expulsion from membership in the Club.

**ENTIRE AGREEMENT**

The Agreement and this Exhibit embodies the entire agreement and understanding of the parties hereto relating to the subject matter thereof and supersedes all prior representations, agreements, and understandings, oral or written, relating to such subject matter, neither the Agreement nor any provision hereof may be amended, enlarged, modified, waived, discharged, or terminated orally, but only as expressly provided herein or by an instrument signed by the parties hereto.