

THOUSAND ISLAND PARK CORPORATION

GOLF CART AGREEMENT – 2020

This agreement is made and entered into as of the (TODAY'S DATE): _____, among:

The Thousand Island Park Corporation, a domestic corporation existing under the laws of the State of New York, having a postal address at 42822 St. Lawrence Ave. Unit #1103, Thousand Island Park, N.Y., 13692, herein known as "The Corporation", and

(PRINT NAME): _____ (LOT #): _____, herein known as "The Licensee"

1. License: The Corporation grants a license to the Licensee and the Licensee accepts a license for the term, at the fee, and upon all of the conditions set forth herein for the operation of a golf cart upon the private roadways owned by the Corporation, situated in the Town of Orleans, Jefferson County, New York.

2. Term: The term of this license shall commence on the date of this Agreement and terminate on the 31st day of December, thereafter, but shall be renewable upon the endorsement of both the Corporation and Licensee for a successive term of one year, subject to the rights of cancellation set forth below. If both parties agree to renew this license, the parties shall execute endorsements for each respective renewal and annex the said endorsements to this license which endorsements shall include any additional or different terms.

3. Fee: During the term of this license, Licensee shall pay to the Corporation an annual fee in the amount of \$40.00.

4. Indemnity: The Licensee hereby agrees to defend, hold harmless and indemnify the Corporation from and against any and all claims, causes of action, suits, losses, costs, liabilities, damages and expenses, including attorney's fee, for personal injury, death or property damage arising out of or connected to the use of golf carts on the above-described premises by Licensee, its agents, visitors, guests or invitees specifically including all such claims, causes of action, etc., occasioned entirely or in part by the negligence of the Corporation to the highest extent the law permits.

5. Insurance: As a condition of granting the license herein described, the Licensee, at its own cost, shall secure and maintain for the entire term of this license, including any renewals thereof, a personal liability insurance policy (including contractual liability covering the indemnification in paragraph 4), covering bodily injury and property damage, with a New York State admitted insurance carrier, with \$500,000 on a combined single limit basis, insuring against any liability out of or in connection with the use of a golf cart on the premises of the Corporation by the Licensee, its employees, agents, visitors, guests and invitees. Such policy shall be primary. The Licensee shall cause the Corporation to be named as an additional insured therein. Before this license shall be effective, Licensee shall provide the Corporation with proof of insurance as required herein. Such insurance shall not be canceled, modified or not renewed except upon thirty (30) days written notice to the Corporation. This license shall automatically terminate at such time as the aforesaid insurance coverage is no longer in effect.

6. Construction with Other Laws: This license, and all rights of the Licensee hereunder, shall be subject and subordinate to any other laws of this State, including but not limited to the Vehicle and Traffic laws of the State of New York.

7. Miscellaneous Provisions:

- (i) Licensee may not assign or transfer the license granted by this Agreement.



- (ii) This license only applies to use of golf carts on the private roads of the Corporation, which are normally traveled by automobile. This license does not permit Licensee to operate a golf cart on other lands owned by the Corporation. Golf carts shall not be driven on County Route 100, except to cross at a 90-degree angle. Operation of a golf cart on County Route 100 is in violation of New York State Regulations covering vehicles operating on public highways and roads.
- (iii) This Agreement may not be modified, or any obligation waived, except by written instrument signed by the parties to be charged.
- (iv) No waiver of any provisions shall constitute a waiver of any other provision. This Agreement constitutes the entire Agreement of the parties with respect to this matter.
- (v) **Licensee agrees that only the following driver(s), all at least sixteen (16) years of age and in possession of a valid Motor Vehicle Drivers License, will be permitted to drive on the property of the Corporation as detailed herein.**

- (vi) Licensee agrees that no more than four (4) persons (men, women & children) shall be allowed to ride in a golf cart.
- (vii) Golf cart lights are required. Licensee agrees that headlights and taillights shall always be operational and in use during non-daylight hours and no golf cart shall be operated between the hours of midnight and sunrise, nor without an adequate quiet muffler system.

The second time that a golf cart is in violation and depending upon the severity of the violation the first time, the cottage owner will be fined, and permission will be revoked to drive that golf cart on our roads.

LICENSEE SIGNATURE: _____

