



PRIVATE GOLF CART TRAIL PASS AGREEMENT 2021 Season

Private golf carts may be used only by registered Passholders who acquire and maintain a current Cart Trail Pass at Tiara Rado Golf Course. The right to use private golf carts on Tiara Rado Golf Course grounds may be obtained on an annual basis, in accordance with the terms of this Agreement, in addition to the rules and regulations set forth by Tiara Rado Golf Course and the Director of Golf:

- **All Cart Trail Passes are valid for electric carts only.** No gas carts will be allowed.
- **All Cart Trail Passes are annual agreements,** and valid on a twelve-month cycle from January 1 to December 31.
- **The Cart Trail Pass is non-refundable,** This right is non-transferable and non-assignable and may be canceled at any time at the discretion of Tiara Rado Golf Course and the Director of Golf. Any grandfather clause associated with the Cart Trail Pass is also non-transferable and non-assignable.
- **Cart Trail Passes are granted only to the undersigned Passholder, the Passholder's spouse, and the Passholder's dependents, living at home or attending school on a full-time basis, and all operators must have a valid driver's license.**
- **The Cart Trail Pass decal must be displayed on the private golf cart to be allowed access to the golf facility. Individuals who are not members of the Passholder's immediate family are required to pay regular golf cart fees.** The decal should be placed in clear view on the driver's-side front windshield, and will be issued when the signed Agreement, including proof of insurance and payment are received.
- **Private golf carts must be inspected and approved each year by the Director of Golf as complying with the appearance and other standards as stated in this Agreement, and the rules and regulations of Tiara Rado Golf Course.**

Upon payment of the annual Private Cart Trail Pass, referred to below, and the execution and delivery hereof to Tiara Rado Golf Course, those Passholders in good standing with Tiara Rado Golf Course will not be required to pay golf cart fees upon use of their private golf cart, in connection with the use of the golf facilities when fees are charged for such use.

As a private golf cart owner, the undersigned Passholder hereby makes application to the Tiara Rado Golf Course private golf cart trail program and promptly submits this Agreement and the sum outlined below as the current annual trail fee, plus applicable taxes, if any.

Please remember the safety of others depends upon your actions and responsible behavior. Golf has always been a great outdoor recreational experience to be enjoyed with family and friends. As everyone appreciates, golf is fundamentally built on players conducting themselves honestly with integrity while following the rules and regulations of the game at the facilities they play.

PRIVATE CART TRAIL FEE

\$600.00 PAID ANNUALLY

Upon submittal of this Agreement, the Passholder agrees to abide by all rules and regulations for private golf carts, including all applicable federal, state, county and local regulations, as they may be amended from time to time. No trailers are allowed on premises unless you are transporting your cart from home. As a participant in the private golf cart trail fee program at Tiara Rado Golf Course, the Passholder further understands and agrees:

1. Tiara Rado Golf Course, and/or its affiliates (collectively, the City of Grand Junction) shall assume no responsibility or liability to the Passholder, or any other person involved or in any way related, to the maintenance, use, or operation by the Passholder or any other person of the private golf cart at Tiara Rado Golf Course. The Passholder and any such other person shall use the private golf cart at his or her own risk. The Passholder is responsible for the safe operation of the cart on the Tiara Rado Golf Course property.

2. The Passholder agrees to indemnify, defend and hold the Tiara Rado Golf Course, employees of Tiara Rado Golf Course and the City of Grand Junction, harmless from and against all loss, cost, liability or expense arising out of the operation of the golf cart, including, but not limited to and without limitation, deductibles, retained limits, any property or personal injury, causes of actions and any attorneys' fees and expenses that may be incurred by Tiara Rado Golf Course.

3. **The Passholder agrees to be held fully responsible for any, and all, damages caused by the operation of the golf cart on Tiara Rado Golf Course property.** The Passholder agrees to reimburse Tiara Rado Golf Course for any, and all, damages the golf course may sustain, by reason of the operation, including without limitation, damage to other golf carts or personal private property of the golf course, or any personal injury suffered therein.

4. **The Passholder agrees to provide copies of a private golf cart permit and a certificate of liability insurance for the full term of the Cart Trail Pass Agreement.** The Grand Junction Police Department requires private golf carts driven on the road be inspected by them to obtain a permit, with a copy of an insurance certificate, as part of his or her homeowner's insurance, or other acceptable policy. Both the private golf cart permit and a copy of insurance must be provided to the Tiara Rado Golf Course to validate the Cart Trail Pass Agreement. The GJPD may be contacted at (970) 242-6707 to arrange an inspection. The Passholder further agrees that he or she will not permit the use or operation of his or her golf cart by any person, or in any manner, which would invalidate the insurance coverage. The use of private golf carts is prohibited if the owner does not have the proper permit or copy of the insurance certificate, or if the insurance expires.

5. **The Passholder agrees to the adherence of the Cart Trail Pass Agreement for the full term.** Passholders agree that violation of these rules, regulations and policies of the Tiara Rado Golf Course is unfair to other customers or Passholders following the rules, regulations, and policies. Any use of private golf carts without a valid sticker, or adherence to the Cart Trail Pass Agreement, will be subject to suspension and/or expulsion from the golf facility. Any changes to this Agreement may be made by the Director of Golf with at least thirty (30) days written notice and shall become binding thereafter.

6. **Maintenance of the private golf cart is the responsibility of the Passholder.** The appearance and condition of the private golf cart is critical to the overall visual quality of Tiara Rado Golf Course. To maintain a beautiful, attractive, and pleasing environment for the community, the Tiara Rado Golf Course reserves the right to strictly enforce the highest level of maintenance and appearance of private golf carts.

7. **Passholders agree that all food and beverages consumed at Tiara Rado Golf Course facilities must be purchased from Clubhouse 25 or its affiliates.** Failure to comply with these rules and regulations creates liability for the Tiara Rado Golf Course and Clubhouse 25, and jeopardizes the necessary insurance coverage, liquor and beer licenses needed to operate.

8. The failure or delay of the Tiara Rado Golf Course at any time to require the Passholder's performance of any provision of this Agreement, or the rules and regulations applicable to private golf carts, will not affect the right of Tiara Rado Golf Course to require the Passholder's performance of this provision, or to exercise any right, power or remedy under this Agreement or the Rules and Regulations; any waiver by the golf course of any breach of any provision of this Agreement or the Rules and Regulations should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement or the Rules and Regulations. Should any dispute arise from this Agreement, the Passholder agrees that Colorado courts will have the exclusive jurisdiction over the matter. The prevailing party shall be entitled to all legal fees, costs, and expenses associated with any dispute relating to this agreement.

9. **All Passholder owned golf carts must obtain a starting time before playing the golf course and must start on the holes assigned by the Tiara Rado Golf Course Staff. Starting play on any other hole on the course is strictly prohibited without permission to ensure that other customers are not inconvenienced.** To protect the course, private carts must be a minimum of 30 feet from putting green unless on the cart path. Private cart owners must observe all signs, markers, and instructions of Staff regarding using carts off the cart paths. Each golfer must have their own set of clubs to ensure proper speed of play. Private golf carts are not permitted on the golf courses for any reason other than golf after the Passholder has checked in with the Pro Shop. Site seeing on golf course property is strictly prohibited for everyone's safety.



SIGNATURE OF PASSHOLDER: _____ **DATE:** _____

Name: _____ **Driver's License #** _____ **Expiration** _____

Spouse's Name: _____ **DL#** _____ **Exp.** _____

Dependent's Name: _____ **DL#** _____ **Exp.** _____

PRIVATE CART REGISTRATION:

Serial Number: _____ **Make:** _____ **Model:** _____

Year: _____ **Color:** _____

Insurance Company: _____

Insurance Agent: _____ **Policy Number:** _____

Phone: _____

FOR OFFICE USE ONLY

Date Agreement Received: _____ **Initials:** _____

Payment Recorded: _____ **Initials:** _____

Decal Number: _____ **Initials:** _____

Proof of Insurance: Yes _____ No _____

Private Golf Cart Permit: Yes _____ No _____

Notes: _____

