



PALMETTO HALL PLANTATION

A GOLF & COUNTRY CLUB COMMUNITY

REQUIREMENTS/RULES FOR PRIVATELY OWNED GOLF CARTS WITHIN THE PALMETTO HALL PLANTATION SECURITY GATES

1. The right to use a privately-owned golf cart is a non-transferable and non-assignable personal right to residents of Palmetto Hall Plantation. All applicable agreements (see reverse side)/permits/decals are required before the cart is permitted within the Palmetto Hall Plantation Security Gates.
 - a. Carts are subject to the rules and regulations of the South Carolina Highway Department, where applicable. A permit must be obtained from the S.C. Department of Highways and Public Transportation for a fee and proof of a valid driver's license and Motor Vehicle Insurance (see Section 3). This S.C. Golf Cart Permit Registration form can be obtained from *HERITAGE* or at the State Office located off the island.
 - b. A Palmetto Hall Plantation Permit must then be obtained and can be issued at the *Club* upon submission of a copy of the completed State approved permit and a fully executed privately owned golf cart agreement which includes an insurance certificate attached hereto and a written inspection noting approval of the cart's appearance/condition.
 - c. A trail fee decal must be obtained from the Greenwood Security Office prior to use on the golf course (see Section 4).
 - d. When a privately owned golf cart is no longer used in the private golf cart program, all stickers and decals must be removed.
2. The Palmetto Hall Plantation Association (the "Association") together with the Palmetto Hall Club (the "Club") will establish from time to time the specifications of all privately-owned golf carts. Privately-owned golf carts (whether used on the golf course or just on the roads behind the Palmetto Hall Plantation Security gate) must be annually approved by the Association/Club as complying with the appearance and other standards set forth herein and as may be determined from time to time by the Association/Club. The Association/Club may require routine maintenance to be performed on privately-owned golf carts.
 - a. Carts must be electrically operated. Gas operated golf carts are not permitted unless specifically permitted from time to time.
 - b. Carts are to be similar in appearance/specifications and are to be the same color as the Palmetto Hall Club carts.
 - c. Carts are to be maintained in good operating condition and like new appearance. Additional equipment must be approved in advance.
 - d. Carts with a seating capacity of four persons (two front, two rear) are permitted provided their appearance/specifications are very similar to the Palmetto Hall Club golf carts. When used on the golf course, these carts are required to have the standard two-bag attachment on the rear and seating capacity is limited to two persons up front.
3. All private golf cart owners shall be required to sign a release of liability agreeing to hold the Palmetto Hall Plantation Owners' Association and the Palmetto Hall Club and their operators and affiliates harmless as a result of any loss or damage relating to owner's operation of the golf cart and, each year, shall provide the Association/Club with proof that the operation of the golf cart is covered by a liability insurance policy of the property owner with policy limits in such amounts as determined from time to time by the Association/Club. The cart owner shall name as an additional insured on such policy those parties requested by the Association/Club from time to time and shall require that such policy provide that it can only be cancelled upon thirty days prior written notice to the Association/Club.
 - a. Property owners using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the property owners, their family members and their guests. The property owners shall reimburse the Palmetto Hall Plantation Owners' Association and/or the Palmetto Hall Club for any and all damages they may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of the Association and/or Club.
 - b. Property owners with private golf carts are required to ensure that the operation of their private carts is restricted to themselves, family members, and guests who are licensed drivers and that operation of the cart will be in a safe, prudent manner and in accordance with all governmental regulations.
 - c. Carts are to be operated during daylight hours only.
 - d. Carts can only be used on the streets and golf cart paths within Leamington and behind the security gates and are not allowed on the bike paths.
4. A trail fee agreement, proof of liability insurance (see Section 3) and payment to the Palmetto Hall Club all must be completed before the cart is permitted on the golf course. An identification number and a yearly decal will then be issued for the cart. The identification number and yearly decal should be placed on the front of the golf cart in clear view. Private golf carts without a trail fee decal will not be allowed access to the golf course. An annual trail fee for privately-owned golf carts will be established from time to time by the Palmetto Hall Club and will be billed in advance and with the golf license fees, if applicable.
 - a. Carts will not be allowed on the golf course and trail fee decals will not be issued without current State and Plantation permits (see Section 1).
 - b. The annual trail fee must be paid prior to issuance of the trail fee decal and use on the golf course.
 - c. Privately-owned golf carts shall be driven on the golf course only when the golf course is open for play. Members with a private golf cart must check in at the Pro Shop prior to beginning play. Carts are allowed on golf cart paths only when registered to play.
 - d. The annual trail fee is non-refundable and shall not be prorated, except for the first year a member applies for private cart privileges.
 - e. The annual family trail fee includes only the property owner, spouse and the property owner's unmarried children twenty-three years of age and under living at home or attending school full time (with a valid driver's license if driving the cart). The annual single trail fee includes only one designated member (with valid driver's license).
 - f. Property owners with private carts and trail fee agreements may ride with each other but may not loan their cart to other property owners or to guests for use on the golf course.
 - g. Additional Riders (property owners without trail fee agreements and non-property owners) will be charged the applicable fees.
5. Violations of these rules and regulations may result in the revocation of private cart privileges, playing privileges and/or a suspension or termination of golf license privileges.
 - a. Property owners with private golf carts must comply with all general golf cart rules of the Palmetto Hall Plantation Owners' Association/Palmetto Hall Club as adopted from time to time.

 **PALMETTO HALL PLANTATION**
PRIVATELY OWNED GOLF CART AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between The Palmetto Hall Plantation Owners' Association and/or the Palmetto Hall Club (herein after referred to as "Management"), and _____ (hereinafter referred to "Owner-Licensee") and shall be in effect until _____.

RULES/REQUIREMENTS

Management has determined to allow the use of privately-owned golf carts (hereinafter referred to as "carts") within the Palmetto Hall Plantation Security Gates, subject to conformance with the current Requirements/Rules for privately-owned golf carts within the Palmetto Hall Plantation Security Gates as established by Management, as set forth in the Exhibit attached hereto on the reverse side, and as may be amended from time to time.

Carts are to be similar in appearance/specifications and are to be the same color as the Palmetto Hall Club carts.

The Cart must be new or in approved condition at the time of licensing and must be maintained in good condition. The Cart must be inspected and its condition approved by Management at the time of licensing and annually thereafter during the term of this Agreement. If the Cart is not in good condition and cannot pass the requirements as a licensed cart, or if the Cart has been damaged by accident and has not been repaired, it may not be operated on the golf course and/or roads. Should the Cart not pass inspection, the Owner-Licensee must stop operating the Cart on the golf course and/or roads until such time as the Cart is repaired to meet the standards set forth herein.

ANNUAL TRAIL FEE

An annual trail fee decal for the licensed Cart to be used on the golf course will be issued by HERITAGE upon presentation of this fully executed agreement (with insurance certificate attached) and a receipt indicating the trail fee has been paid in full to the Palmetto Hall Club. Owner-Licensee is obligated for payment of the total annual trail fee in advance for each year in which the Cart is licensed. The annual trail fee is non-refundable except as listed below and shall not be prorated, except for the first year an Owner-Licensee applies for private cart privileges on the golf course.

Notwithstanding anything contained herein to the contrary, Management may at any time, without cause, terminate all usage of privately-owned carts on the Palmetto Hall Club golf courses by giving Owner-Licensee not less than thirty (30) days written notice prior to date of termination.

In the event the use of privately-owned carts on the golf course is terminated pursuant to the provisions of this annual trail fee section, the trail fee will be prorated to the actual number of months of the year during which the Cart is licensed. Any partial month shall be deemed to be a full month. In no other event, except as stated in this annual trail fee section, shall the trail fee be prorated or refundable in whole or in part.

CART RESPONSIBILITY

Management shall assume no responsibility for the Cart at any time. The Cart shall be kept in good repair and shall be given such periodic maintenance as shall be necessary to maintain same in a first-class condition. Such shall be the sole responsibility and be done at the sole cost of Owner-Licensee. Management shall not be required or obligated to perform any maintenance, service, or repairs of any nature whatsoever to the Cart. No less often than every three (3) years, the Cart shall either be refurbished to first-class standards or replaced by a new Cart, which will need to be approved by Management.

In case of breakdown, the Cart should be moved out of the way immediately and removed from the golf course or roads by Owner-Licensee within a 2-hour period. In the event the Cart is not removed by Owner-Licensee within said 2-hour period, Management shall tow the Cart to the storage facility at the sole cost of Owner-Licensee. Management shall not be liable for any damage to Owner-Licensee's Cart caused by towing, and Owner-Licensee hereby indemnifies and holds Management harmless from any claim resulting therefrom. Owner-Licensee shall be responsible for removing the Cart from the Management's premises as soon as reasonably possible thereafter.

The Palmetto Hall Club will, but shall be under no obligation to, tow (at Owner-Licensee's sole risk), maintain, service or repair a Cart when requested to do so by Owner-Licensee at Owner-Licensee's sole cost.

INSURANCE AND INDEMNIFICATION

Owner-Licensee shall obtain and, at all times hereafter, keep in force Comprehensive General Liability Insurance in amounts of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each claim with respect to any one death or bodily injury, FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) with respect to any one occurrence, and TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for all claims for property damage with respect to any one occurrence or a combined single limit of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) which includes bodily injury and property damage protection. Management shall be named as an additional named insured on said policy. Owner-Licensee shall submit with this agreement a Certificate of Insurance to Management evidencing such insurance is in effect.

Owner-Licensee does hereby accept and assume all responsibility for liability connected with ownership and/or operation of his/her Cart. Owner-Licensee hereby expressly indemnifies and agrees to hold harmless the Management (the Palmetto Hall Plantation Owners' Association and the Palmetto Hall Club), their respective parent and affiliated companies, their officers, directors, agents, and employees (collectively the "Proprietor"), from all liability of any kind or nature arising, directly or indirectly, from the operation, use, or storage of the Cart, and Owner-Licensee hereby assumes full responsibility for and risk of bodily injury, death, or property damage that may be sustained by Owner-Licensee, any other person using the Cart, and by any person who may be struck or otherwise come into contact with the Cart incident to the operation, use, or storage of the Cart. Owner-Licensee also agrees to indemnify and hold harmless the Proprietor from any and all claims, liabilities, demands, causes of action, or expenses, including attorneys' fees and litigation costs, arising by, through, or under Owner-Licensee's storage or use by any other person of the Cart, whether same arises in whole or in part from the negligence of the Proprietor or the ordinary negligence, gross negligence, and willful misconduct of any third party, and whether such is the sole or concurring cause of the bodily injury, death, or property damage.

OWNER-LICENSEE HEREBY DECLARES THAT HE/SHE HAS READ THIS RELEASE AND WAIVER OF LIABILITY. OWNER-LICENSEE UNDERSTANDS IT IS A RELEASE OF ALL CLAIMS THAT MAY BE RAISED BY, THROUGH, OR UNDER OWNER-LICENSEE BY OTHERS. OWNER-LICENSEE HAS READ THE COVENANT OF INDEMNITY AND UNDERSTANDS THAT IN THE EVENT OF ANY CLAIM AGAINST THE PROPRIETOR, OWNER-LICENSEE MAY BE RESPONSIBLE FOR DAMAGES, ATTORNEYS' FEES, AND COURT COSTS INCURRED BY THE PROPRIETOR. OWNER-LICENSEE UNDERSTANDS AND ASSUMES ALL RISK, TO THE EXTENT THERE IS ANY SUCH RISK, INHERENT IN THE STORAGE, OPERATION, OR USE OF THE CART.

ENTIRE AGREEMENT

This Agreement embodies the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes all prior representations, agreements, and understandings, oral or written, relating to such subject matter. Neither this 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. Any provision that applies to Owner-Licensee shall apply equally to Authorized Licensee.

By executing this Agreement, Owner-Licensee and members of Owner-Licensee's immediate family who are herein named, if any, who have use of the private cart ("Authorized Licensee") agree to abide by and comply with the terms of this Agreement and with such rules and regulations of the Golf Course/Association, as are from time to time established by Management, and acknowledges that this Agreement incorporates an indemnification and hold harmless provision.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

WITNESS

OWNER-LICENSEE

ADDRESS _____

WITNESS

MANAGEMENT:

By: _____
 Palmetto Hall Plantation Association/Palmetto Hall Club

INSURANCE CERTIFICATE ATTACHED _____

TRAIL FEE (if applicable):

Family \$ _____

Single \$ _____

CART INSPECTION APPROVED:

By: _____

Palmetto Hall Club - Cart Maintenance Supervisor