



PRIVATE GOLF CART AGREEMENT

This Private Golf Cart Agreement (this “**Agreement**”) is entered into and made effective as of the last date set forth below by the parties hereto (the “**Effective Date**”), by and between Astor Creek Club, LLC (“**Club Owner**”) and the undersigned member (“**Member**”).

A. Club Owner is the owner and operator of the real property and facilities comprising Astor Creek Golf & Country Club in the City of Port St. Lucie, Florida (the “**Club**”), including without limitation, the golf clubhouse, golf course and practice facilities, and other associated amenities (collectively, the “**Club Facilities**”).

B. Club Owner retained Hampton Golf, Inc. (“**Hampton Golf**”) to manage and operate the Club, and Hampton Golf is Club Owner’s agent with the authority to act on behalf of Club Owner for all purposes of this Agreement.

C. Member is a resident of the community of Astor Creek (the “**Community**”), and an owner of a private golf cart with serial number _____ (“**Private Golf Cart**”). Member desires to participate in the Club’s Private Golf Cart Program (the “**Program**”) in order to utilize the Private Golf Cart on the Club Facilities, and Club Owner shall permit Member to use said Private Golf Cart on the Club Facilities, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall commence either as of the first day of Member’s membership at the Club or as of the Effective Date (the “**Commencement Date**”) and shall continue until December 31, 20____ (“**Initial Term**”), unless terminated earlier in accordance with Section 11 below.

2. Trail Fee. The Trail Fee is due and payable at the time this Agreement is executed. If applicable, the Trail Fee will be pro-rated to reflect the days remaining in the current calendar month. Upon payment of the Trail Fee, plus all applicable sales tax, Club Owner shall permit Member to operate the Private Golf Cart on the Club Facilities, subject to the terms and conditions of this Agreement and the Club Documents (as defined below), as may be amended by Club Owner from time to time, in Club Owner’s sole discretion. All Trail Fees in effect as of the Commencement Date are subject to adjustment by Club Owner, in Club Owner’s sole discretion. Member acknowledges and agrees that payment of Trail Fees does not guarantee the availability of Club Facilities or tee times. Member agrees and acknowledges that any and all practice and/or play shall be subject to availability of space, availability of tee times, weather, scheduling, events, maintenance and improvements, and other considerations of Club Owner, in Club Owner’s sole discretion.

None of the Trail Fees are refundable under any circumstances or for any reason whatsoever, except as provided in Section 11 of this Agreement. Trail Fees, regardless of the plan option selected, will not cease or be paused, credited or refunded, in whole or in part.

3. Authorized Users. Club Owner shall permit Member and Member’s Authorized Users (as defined below) to operate the Private Golf Cart on the Club Facilities, subject to the terms of this Agreement and the Club Documents, and payment of all applicable fees. For the purposes of this Agreement, “**Authorized Users**” are herein defined as the Member’s spouse or Significant Other and their unmarried children, who are under the age of twenty-one (21) and are serving in the United States military or attending school on a full-time basis. The driver of the Private Golf Cart, including, but not limited to the Authorized Users, must be at least sixteen (16) years old and possess a valid driver’s license. All other persons must pay a cart fee as established by the Club.

4. Club Documents & Compliance. Member's use of the Private Golf Cart is subject to all of the governing documents of the Club, which include this Agreement, the Club Plan, the Rules and Regulations, and the Membership Application and Agreement, and any other documents, agreements or instruments so designated by Club Owner or Hampton Golf (collectively, the "**Club Documents**"), which are incorporated herein by this reference, as adopted, amended and supplemented from time to time by Club Owner, in Club Owner's sole discretion, with or without notice to Member. Member, by execution of this Agreement, acknowledges receipt of the Club Documents in effect as of the Effective Date and agrees to use the Private Golf Cart in accordance with the terms and conditions contained therein.

Furthermore, Member shall be responsible to ensure that Member and Member's Guests (as defined below) operate the Private Golf Cart in compliance with the Club Documents and all federal, state and local laws, regulations, ordinances, and other operating criteria, and any failure to do so shall be the sole responsibility and liability of Member. Nothing herein shall grant Member any right, privilege or immunity from any such laws, regulations, ordinances, or other operating criteria, and Member shall be solely responsible for any such violations. Neither Club Owner nor Hampton Golf assume any responsibility for advising Member of any such laws, regulations or ordinances, nor enforcing the same, nor does Club Owner or Hampton Golf represent or warrant that the Private Golf Cart may be used on any public streets or roadways.

5. Additional Private Golf Cart Policies. Additionally, Member and the Authorized Users must comply with the following private golf cart policies:

- (a) Private golf carts may only be used on the Club Facilities when Member is one of the occupants.
- (b) Members with private golf carts may ride with each other, but shall not loan their private golf carts to other Club members or guests.
- (c) Unless otherwise directed by the Club, a maximum of only two (2) golf carts can be used per foursome, which reduces unnecessary turf stress on the golf course.
- (d) Owners of private golf carts may be required to share their private golf cart with a member or guest player as designated by the Club. The other member or guest player will be required to pay the Club the applicable cart fee. The owner of the private golf cart will not be entitled to any compensation from the Club, the other member or the guest player.
- (e) In the event the Private Golf Cart is used by one family member, the other family member will be provided a Club-owned golf cart and will pay the then-applicable Trail Fee for use of the Club-owned golf cart. Any guest in the Club-owned golf cart will pay the Club the normal guest cart fee.
- (f) Privately owned golf carts must follow all directional signs, keep all four (4) wheels of the private golf cart on the cart path and use a 90-degree angle from the cart path to get to any golf ball.
- (g) When using the Club's golf course, owners of private golf carts must pay attention to properly fixing ball marks on the greens, sanding divots and raking sand traps.

6. Registration; Decals. The Private Golf Cart must bear a registration decal issued by the Club ("**Registration Decal**") that must be placed on an area of the Private Golf Cart as directed by the Club and must remain thereon at all times during the Term. The Private Golf Cart will not be permitted on the Club Facilities without a current Registration Decal. The Registration Decal must be updated each calendar year

by December 31st. Upon expiration or termination of this Agreement or sale of the Private Golf Cart, Member must remove any Registration Decal(s) affixed to the Private Golf Cart.

7. Standards & Specifications. Club Owner has established minimum standards and specifications for all private golf carts used on the Club Facilities, as set forth in Exhibit A (the “**Standards & Specifications**”), attached hereto and incorporated herein. Private golf carts are subject to review by Club Owner for compliance with the Standards & Specifications, and such other standards as may be established from time to time by Club Owner, in Club Owner’s sole discretion. Private golf carts that fail to meet the Standards & Specifications, as may be modified and supplemented, will not be permitted on the Club Facilities, and Club Owner shall have no liability to Member if the Private Golf Cart does not meet such Standards & Specifications. Club Owner reserves the right, in its sole discretion, to amend the Standards & Specifications from time to time.

8. Maintenance. Member is solely responsible, financial and otherwise, for the repair and maintenance of the Private Golf Cart. Club Owner may, in Club Owner’s sole discretion, require Member to perform routine maintenance and safety inspections on the Private Golf Cart. Club Owner may, in Club Owner’s sole discretion, charge a fee for towing or other assistance provided to Member if the Private Golf Cart becomes disabled or inoperable while on the Club Facilities. Club Owner shall not store, electrically charge, or otherwise maintain the Private Golf Cart. Member shall be solely responsible for storing, electrically charging and properly maintaining the Private Golf Cart. Privately owned golf carts may only be stored indoors at the Community residence of the owner. In the event Member obtains a new golf cart, the requirements and benefits provided to Member under the Program shall continue for the Term with respect to the new golf cart, provided Member notifies Club Owner in writing and complies with the obligations and requirements set forth herein. All costs and expenses related to this Section 8 shall be paid for by Member.

9. Insurance. Member shall obtain a policy of liability insurance for bodily injury or death and property damage, with minimum limits of One Hundred Thousand Dollars (\$100,000.00) for injury to or death to any one person, Three Hundred Thousand Dollars (\$300,000.00) for injury to or death of more than one person in any one accident, and One Hundred Thousand Dollars (\$100,000.00) for property damage. Member may obtain the required insurance through a homeowners’ endorsement, auto policy or other form of insurance policy. All premiums shall be paid by Member, and the coverage shall be continually maintained during the Term. Prior to operating Member’s Private Golf Cart on the Club Facilities, Member shall provide the General Manager of the Club (the “**General Manager**”) with a certificate from the insurance company certifying the minimum coverage required herein, and naming Club Owner and Hampton Golf as additional insureds. The policy must provide that it shall not be modified or canceled without at least thirty (30) days prior written notice to Club Owner. Prior to each successive insurance renewal thereafter, Member must provide an updated certificate of insurance to the General Manager. Club Owner may prohibit Member from using Member’s Private Golf Cart on the Club Facilities until the required insurance is obtained and evidence thereof is delivered to the General Manager, notwithstanding Member’s payment of the applicable Trail Fee and full compliance with this Agreement. No portion of the Trail Fee (if any) will be refunded to Member on account of Member’s delay in providing such insurance.

10. Indemnification. By executing this Agreement, Member, for himself or herself, and for Member’s family, invitees, tenants, guests, and Authorized Users (collectively, “**Member’s Guests**”), hereby releases Club Owner and Hampton Golf, and Club Owner’s and Hampton Golf’s respective officers, directors, shareholders/members (as applicable), employees, managers, representatives, agents, partners, parents, subsidiaries, and affiliates (collectively, the “**Indemnified Parties**”), and agrees to indemnify, defend and hold the Indemnified Parties harmless from and against any and all liability, loss, cost, damage to, or claims by, Member, or Member’s Guests, or any third-party, arising from the use of the Private Golf Cart by Member, or Member’s Guests, whether on the Club Facilities or any other property. Neither Club Owner nor Hampton Golf represent or warrant the condition of the trails, roads or property on which Member or Member’s Guests may use the Private Golf Cart, nor the safety thereof. Member acknowledges and agrees

that Member and Member's Guests will use the Private Golf Cart at their own risk, and Member hereby assumes such risk for itself and Member's Guests. Furthermore, any damage caused to any portion of the Club Facilities or any property of the Club by Member or Member's Guests is the sole responsibility of Member, and Member shall promptly pay for any necessary repair(s) or replacement(s) upon notification by the Club. The terms and conditions of this Section 10 shall survive the expiration or termination of this Agreement.

11. Termination. Club Owner may immediately terminate this Agreement, without fee or penalty if: (a) Member is in breach or violation of this Agreement or the Club Documents; or (b) Member is no longer a member of the Club for any reason or no reason. In the event this Agreement is terminated on account of this Section 11(a) or Section 11(b), then Member shall not be entitled to any refund of any portion of the Trail Fee. Notwithstanding the foregoing, Club Owner reserves the right to terminate this Agreement at any time if Club Owner elects to terminate the privilege of members to use private golf carts on the Club Facilities, in which event Club Owner shall refund to Member a prorated portion of the Trail Fee, if applicable.

12. Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing. All notices concerning default or termination of this Agreement shall be sent via FedEx or comparable next day delivery service, addressed to Member at its address on file at the Club or to such other address as Member may subsequently have furnished in writing to the General Manager. All other notices may be sent via email with delivery and read receipt to the email address set forth below Member's signature to this Agreement. All notices from Member to Club Owner shall be addressed and delivered to the General Manager as follows:

Astor Creek Golf & Country Club
Attn: General Manager
9138 SW Shinnecock Drive
Port St. Lucie, FL 34986

13. Arbitration; Governing Law. Any dispute arising out of this Agreement shall be submitted first to mediation before submitting the dispute to arbitration or a court of law. In the event mediation is unable to settle the dispute at issue, the parties shall enter into binding arbitration as their sole method of resolving disputes between the parties. The dispute shall be governed and conducted in accordance with the rules of the American Arbitration Association as may be in effect at such time, with the arbitration panel to consist of persons knowledgeable and experienced in the business of golf course operation. Costs and expenses, including reasonable attorneys' fees, related to mediation, arbitration or other forum shall be borne by each party hereto; however, the parties shall equally split the costs and fees charged by the mediator and/or arbitrator. In no event shall Member be entitled to seek damages other than actual damages incurred by Member, including without limitation, consequential damages, speculative damages, or punitive damages. Except as otherwise stated herein, under no circumstances shall Club Owner's or Hampton Golf's total liability of any kind arising out of or related to this Agreement exceed the total amount of Trail Fees paid by Member to Club Owner. This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for any dispute between the parties arising in connection with this Agreement shall lie exclusively within St. Lucie County, Florida.

14. Jury Trial Waiver. Without diminishing the parties' agreement to binding arbitration as set forth in Section 13 above, in the event the parties are required to litigate any dispute arising hereunder in a court of law, the parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Agreement.

15. Miscellaneous. No third-party, including without limitation, Member's Guests, shall have any right to enforce the terms of this Agreement against Club Owner or Hampton Golf. No amendment to this Agreement shall be effective unless in writing and executed by both Club Owner and Member. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original. No waiver by Club Owner and/or Hampton Golf of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach or violation. Club Owner shall be entitled to transfer or assign this Agreement or any of its rights or obligations hereunder, whether in whole or in part, to third-parties, including without limitation, third-party affiliates, and such third-party shall thereby assume Club Owner's obligations hereunder and Club Owner shall be released from any liability associated therewith. Member shall not assign or transfer this Agreement, or its rights and obligations hereunder. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, and their permitted successors and/or assigns. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Entire Agreement. This Agreement, together with the attached Exhibit A, and the Club Documents, constitute the entire agreement between Club Owner and Member with regard to the matters set forth in this Agreement, and all prior agreements and understandings, whether verbal or written, with respect to the subject matter of this Agreement and any such other agreements or understandings are hereby revoked. No oral or other written agreement shall be binding upon Club Owner unless set forth in this Agreement, or the documents referenced herein. This Agreement shall not be binding on Club Owner until signed by Club Owner below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

MEMBER:

By: _____
Signature _____ Member Number _____

Print Name _____ Member Email Address _____

CLUB OWNER:

ASTOR CREEK CLUB LLC,
a Florida limited liability company

By: Hampton Golf, Inc.,
a Florida corporation

Its: Authorized Representative

By: _____ Title: _____
Print: _____ Date: _____

EXHIBIT A

STANDARDS & SPECIFICATIONS

1. All privately owned golf carts must be designed to transport two (2) golfers and two (2) golf bags with four (4) wheels in contact with the ground.
2. All privately owned golf carts must have a windshield and a hard canopy top.
3. All privately owned golf carts must have lightweight, low-profile tires with a flat tread design so the tires do not damage the turf on the golf course.
4. Privately owned golf carts must be electric powered only.
5. While on the Club Facilities, all privately owned golf carts must travel at a safe speed, the standard electric golf cart speed of which is 12-14 miles per hour.
6. Personal coolers, other than a standard 6-pack cooler, are not allowed on any of the Club Facilities.
7. Sound emitting musical devices are permitted on privately owned golf carts so long as the use of such devices does not interfere with or disrupt the enjoyment of the Club by other patrons.
8. Privately owned golf carts must have two (2) sand containers.
9. Privately owned golf carts must have front and rear bumpers. Members may place their names on the front bumper of their private golf cart with a font and color approved, in writing, by the General Manager.
10. Privately owned golf carts may have rake kits.
11. No other attachments or adornments are permitted without prior written approval of Club Owner, which may be withheld in Club Owner's and/or Hampton Golf's sole discretion.
12. Accessories or decals that are inappropriate, offensive, unsightly, cause discomfort to other members or embarrassment to the Club, or otherwise are deemed improper and do not align with Club standards or are inconsistent with the rules, policies and Club Documents are strictly prohibited. Any accessory or decal subject to the foregoing must be removed immediately upon notice by the General Manager. If the respective member does not comply with the General Manager's request in a timely manner, said member shall forfeit the privileges afforded in this Agreement and, effective immediately, will not be permitted to utilize a private golf cart on Club property or at any of the Club Facilities. In such instance, said member will not receive a refund of the Trail Fee, in whole or in part.