**Resident Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Nº: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Yearly Fee (Financial Year 2021/2022):** $160.00

Clublinks Management Pty Ltd T/A Bingara Gorge Golf ABN: 41 099 690 031 manages the use of motorised golf carts (“Cart”) on the Golf Course (“Course”). The Resident wishes to use their own Cart. Bingara Golf Course has agreed to let Resident owned carts on the course and the Resident agrees to accept the terms and conditions of this agreement. It is agreed as follows:

**1. The Resident agreement**

1. Bingara Gorge Golf agrees to let Resident owned Carts on the Course in accordance with the terms and conditions of this agreement.
2. The Resident agrees to use their Cart for the purpose of transport around the Course and for no other purpose.
3. Bingara Gorge Golf reserves the right to refuse any application to use their Cart without stating any reason for the refusal.
4. The Resident asserts that he/she is aged over 18 years and holds a valid driver’s license (Golf Cart).
5. The Resident asserts that he/she is not affected by any medical condition which might impair his/her ability to control the Cart. The Resident agrees that Bingara will continue to rely upon this assertion as evidence of the Residents fitness to use their own Cart.
6. The Resident agrees to pay for any damages to the Golf Course sustained and will be charged accordingly.

**2. Residents obligations**

The Resident shall:

1. Comply with all requirements, policies, procedures and directions of Bingara Gorge Golf from time to time in respect of the use of the Cart and Course;
2. control their Cart in a responsible way at all times;
3. Not exceed 18kph on the golf course.
4. Not exceed 10kph in the carpark and shared pedestrian zones.
5. Obey safety and speed zone signs around the pulse administration and car park areas
6. Not behave inappropriately at the Course.
7. Drive the Cart on the purpose made paths and fairways areas only.
8. Not drive the Cart through signed and marked protected bushland areas, the roughs, on tees or within 20 meters of the green.
9. Not, by any act or omission, damage the Course or other facilities of Bingara Gorge Golf.
10. Not be affected by drugs or alcohol whilst in control of their Cart on the Course.
11. Pay to Bingara on demand the cost of repairing or making good any damage to the Golf Course or other facilities of Bingara Gorge Golf.
12. Accept that any misuse or failure to abide by this agreement will result in the Resident being unable to use their own cart on course.
13. Not use a mobile phone or similar device while driving the golf cart.

**3. Insurance and indemnity**

1. The Resident occupies and uses their Cart at their own risk. The Resident shall maintain his/her own insurance to the extent they deem it necessary.
2. The Resident forever releases, discharges, indemnifies and holds harmless Bingara and its directors, officers, employees, servants and agents from any and all loss, damage, expenses, claims, demands, actions and causes whatsoever arising from the actions or omissions of the Driver/Hirer, and/or any other persons associated with the Driver/Hirer, during the use of the Cart under this agreement, and in all activities in connection therewith, due to any cause (including the breach of this agreement).

**4. Assignment**

This agreement is personal to the Resident and takes full responsibility for the exercise of the obligations herein. They shall not expressly or by implication assign any or all of its rights and obligations under this agreement. They agree to be responsible for the control of their Cart at all times while on the golf course and agrees to stick to the cart paths and obey the signage and directions on the course. The resident will not allow any other person to control their Cart while on the course.

**5. Governing law and jurisdiction**

The parties acknowledge that this agreement is legally binding and shall be governed by the laws of New South Wales. The parties unconditionally submit in connection with the agreement to the jurisdiction of the Courts of New South Wales. EXECUTED as an agreement.

**Note:** Bingara Golf Course reserves the right to terminate this agreement at any time in its sole discretion.

Please provide copies of the following documents if in possession:

* Cart Registration
* Insurance Policy

**Resident Signature**

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**Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bingara Golf Course Representative**

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**Date**

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