

WHITEFISH LAKE GOLF CLUB

CART STORAGE RULES

Careful regulation of golf cart storage spaces at the club is required because of the high demand for cart barn spaces and the limited number of cart barn spaces available. The following provisions, therefore, are necessary and will be incorporated in and enforced as terms of all leases by the club of cart barn storage spaces.

1. Parties;
Lessee and space limitations.

Whitefish Lake Golf Club, Inc. (hereafter “the club”) is the owner of cart barn spaces in a cart barn on club premises. Each space now is and may in the future be leased by the club in a signed written contract to an adult person who must be a playing member of the club in possession of a motorized golf cart intended to be stored in the barn.

The lease for each space shall be to just one person, and no person shall rent more than one space.

2. Term of lease;
Successor lessee.

Each lease shall be for a period of one year commencing May 1 of each year, renewable for each succeeding year by the lessee upon timely payment of the cart space rental fee.

If the lessee is unable or unwilling to renew the lease term, or no longer is a playing member in possession of a motorized cart, his or her spouse may renew the lease provided that he or she is a playing member with a motorized cart and enters into a new lease with the club. No other person can succeed to the leased cart space, except from the club’s wait list for cart storage spaces.

3. Amount and time of payment of lease charges.

The club shall determine and give notice of the rental fee for each rental year. The fee shall be payable no later than May 1 of each year. New rentals made after August 1 of any year shall be charged at one-half the annual fee for the remainder of the rental year ending on April 30.

4. Default in payment.

Failure by the lessee or by the spouse of the lessee to make full and timely payment of the rental fee may, in the club’s discretion, result in termination of the lessee’s cart storage lease and passage of the rental space to the next eligible club member on the club’s wait list.

5. Assignability;
Storage by others.

The leased golf cart storage space shall not be sold, transferred, assigned, sublet, or encumbered and any attempt to do so shall be null and void.

The lessee's cart storage space shall be used exclusively for the lessee's cart and not for the cart of any other person.

6. Initial deposit.

In addition to the annual rental fee there shall be payable by the lessee to the club an initial, one-time deposit in an amount (currently \$100) determined by the club. Upon written notice to the club of relinquishment of the lessee's cart storage lease rights, the deposit, without interest, shall be refunded in full, subject only to deduction for cost of repair of damage to the cart space or cart barn caused by the lessee or by operation of the lessee's cart.

7. Lessee's retirement from active play or loss of golf cart;
Cart abandonment.

If neither the lessee nor his or her spouse wish to continue to rent the space or to continue as a playing member, or if they no longer possess a motorized golf cart, notice thereof shall immediately be given to the club. If such notice is not given the club may, nevertheless, determine that the lessee or spouse no longer is a playing member, does not possess a motorized golf cart, or has not entered into a current lease. If any of those circumstances are found to exist the club may terminate the lessee's storage privilege by giving written notice to that effect to the lessee or spouse at his or her last known address. Assignment of the cart space may then be made to the next eligible club member on the wait list.

Within ten days of the lessee's relinquishment notice or of the club's notice of termination of the rental agreement, the lessee shall remove his or her cart from the cart barn. If it is not removed within that period, the cart will be deemed abandoned and the club may remove and dispose of the cart as the club sees fit.

8. Lessee's obligation to allow only licensed drivers to operate the stored cart.

The lessee must ensure that only licensed drivers operate the golf cart stored under his or her storage lease with the club.

9. Liability insurance;
Liability for personal injury and property damage from cart operation;
Hold harmless.

The lessee shall have and maintain, and produce proof upon club request, personal injury and casualty insurance for damages to any person or property caused by negligent operation of lessee's cart on club premises, through homeowner, renter, or other liability insurance. Lessee shall personally be liable for any uninsured portion of said damages, and shall hold the club and its employees harmless from damage claims of any kind based on conduct of the lessee or on operation of the lessee's cart.

10. Termination for cause.

The club reserves the right to terminate for cause any lease for cart storage space based on acts or omissions of the lessee that are in violation of these provisions or the lease agreement, or on conduct of the lessee that is actually or potentially harmful to persons or property or to the orderly operation of the club's golf and restaurant facilities.

11. Suspension of cart privilege for repairs or renovation.

If in the discretion of the club it is necessary or desirable to repair or renovate all or a portion of the cart barn, the club may require some or all of the lessees to remove their carts from the cart barn and return them only when authorized by the club. Carts not removed by the lessees may be removed by the club and stored at the lessees' expense. Rental charges for affected lessees shall be pro-rated for the period of cart removal from the cart barn, payable either as a partial refund of the current year's rental fee or as a credit against the following year's rental fee, as the lessee elects.

12. Maintenance of rental space.

Lessee shall maintain his or her rental space in the condition in which it was received, free from debris, excessive dirt, and ignitable materials. In particular, gasoline and other flammable liquids shall not be stored in the rental space or in the cart barn.

Board of Directors
Whitefish Lake Golf Club, Inc.

April, 2007.