

## **ANGEL FIRE RESORT PRIVATE GOLF CART TRAIL FEE AGREEMENT**

Private golf carts may be used by persons who own property in Angel Fire Resort, who acquire and maintain a current membership, who are in good standing at Angel Fire Resort (the "Resort"). The right to use private golf carts on the Resort's golf facilities may also be obtained on an annual basis in accordance with the terms of this Agreement. All trail privileges shall expire on October 31, 2005. This right is non-transferable and non-assignable and may be cancelled at any time at the discretion of the Resort. Trail fee privileges are granted only for the benefit of the undersigned member (the "Member"), the Member's spouse, and children of Members aged 16 and over, but under the age of 23, living at home or attending school on a full-time basis, and having a valid driver's license. Private golf carts must be approved each year by the Resort as complying with the appearance and other standards as stated in this Agreement and the Rules and Regulations of the Resort, as the same may be amended from time to time. Only golf carts displaying a current decal will be allowed access to the golf facilities. **THE RESORT DOES NOT ALLOW A MEMBER TO PAY FOR USE OF A PRIVATE GOLF CART ON A PER ROUND BASIS.**

Upon payment of the annual trail fee, referred to below, and the execution and delivery hereof to the Resort, those individuals being a member in good standing with the Resort will not be required to pay golf cart fees (if they use their privately owned cart and pay the fees below) in connection with the use of the golf facilities when playing fees are charged for such use as more particularly provided in the Summary for Angel Fire Resort and the Rules and Regulations.

As a private golf cart owner, the undersigned member hereby makes application to the Resort's private golf cart trail fee program and submits with this Agreement the sum of \$375.00 as the current annual trail fee, plus applicable taxes, if any. Upon submittal of the Agreement, the Member agrees to abide by all rules and regulations for private golf carts, including all applicable state, county and local regulations, as the same may be amended from time to time. As a participant in the private golf cart trail fee program at the Resort, the Member further understands and agrees:

1. Neither the Resort nor Angel Fire Resort Operations, L.L.C., a New Mexico limited liability company, and/or its affiliates (collectively, the "Owner") shall have any responsibility or liability to the Member or any other person involving or in any way related to the maintenance, use, or operation by the Member or any other person of the private golf cart at the Resort. The Member and any such other person shall use the private golf cart at his or her own risk. The Member is responsible at all times for the safe operation of the cart on Resort property.
2. The Member agrees to indemnify, defend and hold the Resort and the Owner and the governors, partners, directors, officers, employees, affiliates and agents of the Resort and the Owner 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 the Owner or the Resort.
3. To be held fully responsible for any and all damages caused by the operation of the golf cart of Angel Fire Resort property.
4. To reimburse the Resort for any and all damages the Resort may sustain by reason of the operation, including without limitation, damage to other golf carts or personal private property of the Resort and/or any personal injury suffered by any person.

5. To maintain for the current membership year liability insurance coverage on the operation of the private golf cart with policy limits at least equal to \$100,000 personal injury coverage per occurrence, and \$50,000 property damage coverage per occurrence naming the Resort and the Owner as additional insured's. Such coverage is presently provided by the insurance company and policy number set forth below. A certificate of insurance must be furnished to the Resort each year. Such insurance coverage shall also provide that at least thirty (30) days written notice of cancellation will be provided to the Resort. The Member further agrees that he/she will not permit the use or operation of his/her golf cart by any person or in any manner, which would invalidate the insurance coverage. The use of golf carts is prohibited if the owner does not have insurance or if the insurance expires.
6. To maintain a membership in the Resort in good standing for the full term of this Agreement.
7. That maintenance of the private golf cart is the responsibility of the Member.
8. That violations of the rules and regulations regulating use of private golf carts may result in the revocation of private golf cart privileges and/or a suspension or termination of membership privileges.
9. The failure or delay of the Resort at any time to require the Member's performance of any provision of this Agreement or the rules and regulations applicable to private golf carts, as the same may be amended from time to time, even if known, will not affect the right of the Resort to require the Member's performance of that provision or to exercise any right, power or remedy under this Agreement or the Rules and Regulations, and any waiver by the Resort of any breach of any provision of the 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 Member agrees that New Mexico courts will have the exclusive jurisdiction over the matter.

SIGNATURE OF MEMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

Member's Name: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_

Membership #: \_\_\_\_\_

Golf Cart Permit #: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

(Attach Proof of Insurance)

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**OFFICE USE ONLY**

Date agreement Received: \_\_\_\_\_ Initials: \_\_\_\_\_

Payment Recorded: \_\_\_\_\_ Initials: \_\_\_\_\_

Decal Number Issued: \_\_\_\_\_ Initials: \_\_\_\_\_

