

Auburn Valley Golf Club

PRIVATE GOLF CART TRAIL FEE AGREEMENT

Private golf carts may be used by persons who own property in Auburn Valley Property Owners Association, who acquire and maintain a current membership and who are in good standing at Auburn Valley Golf Club (the "Club").

The right to use private golf carts on the Club'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 December 31, 2010. This right is non-transferable and non-assignable and may be cancelled at any time at the discretion of the Club. 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 Club as complying with the appearance and other standards as stated in this Agreement and the Rules and Regulations of the Club, as the same may be amended from time to time.

THE CLUB DOES NOT ALLOW A MEMBER TO PAY FOR USE OF A PRIVATE GOLF CART ON A PER ROUND BASIS.

Upon payment of the annual or monthly trail fee, referred to below, and the execution and delivery hereof to the Club, those individuals being a member in good standing with the Club 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 Auburn Valley Golf Club Rules and Regulations.

As a private golf cart owner, the undersigned member hereby makes application to the Club's private golf cart trail fee program and submits with this Agreement the sum of \$840.00 as the current annual trail fee, plus applicable taxes, if any. A Member may choose to make monthly installments of \$70.00 per month. However, if the Member chooses to pay the full amount, they will receive a 10% discount.

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 Club, the Member further understands and agrees:

1. Neither the Club nor Lone Star Golf, LLC, a California limited liability company, and/or its affiliates (collectively, the "Owner") nor Empire Golf, Inc., a California Corporation, and/or its affiliates (collectively, the "Operator") 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 Club. 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 Club property.

2. The Member agrees to indemnify, defend and hold the Club and the Owner and the Operator and the governors, partners, directors, officers, employees, affiliates and agents of the Club and the Owner and the Operator 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, the Operator or the Club.

3. The Member agrees to be held fully responsible for any and all damages caused by the operation of the golf cart of Auburn Valley Golf Club property.

4. The Member agrees to reimburse the Club for any and all damages the Club may sustain by reason of the operation, including without limitation, damage to other golf carts or personal private property of the Club and/or any personal injury suffered by any person.

5. The Member agrees 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 Club, the Owner and the Operator 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 Club each year. Such insurance coverage shall also provide that at least thirty (30) days written notice of cancellation will be provided to the Club. 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. The Member agrees to maintain a membership in the Club in good standing for the full term of this Agreement.

7. The Member agrees that maintenance of the private golf cart is the responsibility of the Member.

8. The Member agrees 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 Member agrees that the failure or delay of the Club 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 Club 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 Club 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 California courts will have the exclusive jurisdiction over the matter.

SIGNATURE OF MEMBER: _____

DATE: _____

Member's Name: _____

Spouse's Name: _____

Membership #: _____

Insurance Company: _____

(Attach Proof of Insurance)