



VANDERBILT COUNTRY CLUB
2024 Trail Fee Indemnification Agreement for Private Cart Owners

WHEREAS, THE VANDERBILT COMMUNITY ASSOCIATION, INC., and the VANDERBILT COMMUNITY INC., Florida not-for-profit corporations (the “Club”), wish to accommodate residents of Vanderbilt Country Club, a residential community (the “Community”) by permitting the use of private golf carts on the Club’s property; and

WHEREAS the Club does not wish to incur liability for the use, operation, or any other issue, which may arise from or relate to the use of private golf carts; and

NOW THEREFORE, for and in consideration of the sum of the trail decal fee and other consideration, the receipt and sufficiency of which are hereby acknowledged, and for an in consideration of permission to operate a private golf cart on the Club’s and the Association’s property, the undersigned does hereby covenant and agree as follows:

1. The undersigned does hereby agree to indemnify and hold harmless the Club, Vanderbilt COMMUNITY ASSOCIATION Inc. a Florida corporation and the Operator of the Club, and their Successors and assigns and their respective affiliates, officers, directors, agents, representatives, managers, and employees, from all claims of personal injury or property damage which may result from the use or operation of my private golf cart. This obligation to indemnify includes, without limitation, deductibles or retained limits and attorney fees which the Club, the Association or their successors and assigns may incur. The under-sign’s obligation to indemnify does not include claims to the extent that those claims result from the negligence of the Club.
2. The undersigned will keep in effect, always, liability insurance coverage for any injury or damage resulting from the operation of the owner’s golf cart.
Proof of insurance must be provided to the Club annually to receive a Trail Fee sticker.
The following minimum limits apply:
A. Personal Injury Coverage: \$100,000 per person & \$300,000 per occurrence
AND Property Damage Coverage: \$100,000:
OR
B. Combined Single Limit Coverage of \$300,000 per occurrence
3. The Association and the Club will be included, as named insured under such liability coverage and such coverage will be primary whether the Association or the Club has other valid collectible liability insurance. The undersigned does hereby agree to indemnify and hold harmless the Club, the Association and their Successors and assigns and their respective affiliates, officers, directors, agents, representatives, managers, and employees, from all claims that may result from my failure to maintain the required liability insurance coverage.
4. The undersigned will not permit the use or operation of my golf cart by any other person or in any manner, which would invalidate the liability insurance coverage from my golf cart. The

undersigned does hereby agree to indemnify and hold harmless the Club, Vanderbilt Country Club, Inc., the Association, and their Successors and assigns and their respective affiliates, officers, directors, agents, representatives, managers, and employees, from all claims that may result from operation of my golf cart without proper insurance coverage.

5. No battery powered golf cart may be operated on any of the common areas unless the golf cart is equipped with a device approved by the Board of Director's agents to mitigate the discharge of battery fluids, and the undersigned agrees to permit the Club, its employees, agents and assigns, to inspect the golf cart to verify compliance with this requirement.
6. The undersigned grants to the Club, its agents, employees and assigns, reasonable access to the golf cart to remove club property, including but not limited to towels, ashtrays, and range balls.

The undersigned acknowledges that the individuals operating private carts must have a valid driver's license, while operating on all areas of Vanderbilt Country Club and in the Vanderbilt Community. [] [Owner's Initials]

PC Trail Fee \$2,100 + tax Billed semi-annually on 12/31/23 and 6/30/24

OWNER SIGNATURE: _____

Print Full Name: _____ Date: _____

VCC Address: _____ Naples, FL | Member Number: _____

Private Cart Make: _____ Color: _____

- Golf Department Verification-

Batteries Inspected By: _____

Copy of Cart Insurance/Name of Provider: _____

2024 Trail Fee Decal Number: _____

Staff Member: _____ Date: _____