



Jonathan's Landing Condominium & Yacht Club Association

Golf Cart Waiver Form (rev 2018)

INSTRUCTIONS:

Save this form to your computer's desktop.
Then, open the form and fill it out on your computer.
Sign the form by typing in your name
(this will be your electronic signature).
Save the completed form to your computer's desktop.
Then, email the completed form and any relevant
materials as attachments to Kdodge@evergreenharvardgroup.com

-or-

Print and fill out the form by hand and mail to:
Katie Dodge
The Evergreen Harvard Group
14 Country Club Road
Gilford, NH 03249

By submitting this form electronically or by mail, I hereby acknowledge and agree to all terms set forth in this form.

Owner's golf carts at Jonathan's Landing must be registered with management. This privilege is non-transferable and non-assignable, and may be cancelled at any time at the discretion of the Association. Owners must submit this golf cart waiver form annually to the Association Manager at EHG by June 1 in order to operate a golf cart on Jonathan's Landing property.

Upon submittal of this waiver, the Owner agrees to abide by all rules and regulations for golf carts, including all applicable state, county and local regulations, as the same may be amended from time to time.

As a member in the Association, the Owner understands and agrees:

1. The Jonathan's Landing Association shall have no responsibility or liability to the Owner or any other person involving or in any way related to the maintenance, use, or operation by the Owner or any other person of the golf cart at the Association. The Owner and any such other person shall use the golf cart at his or her own risk and must be a licensed driver. The Owner is responsible at all times for the safe operation of the cart on Association property.
2. The Owner agrees to indemnify, defend and hold free the Association and the directors, officers, employees, affiliates and agents of the Association from and against all loss, cost, liability or expense arising out of the operation of the golf cart(s), 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 Association.
3. The Owner agrees to be held fully responsible for any and all damages caused by the operation of the golf cart on Association property.
4. The Owner agrees to reimburse the Association for any and all damages the Association may sustain by reason of the operation, including without limitation, damage to other golf carts or personal and private property of the Association and/or any personal injury suffered by any person.
5. The Owner agrees that violations of the rules and regulations about use of golf carts may result in the revocation of golf cart privileges and/or fines. The Owner also understands that repeat offenses may result in the golf cart being towed or 'booted'.

SIGNATURE OF OWNER:

(Note: By signing this document the Owner agrees that they have read the Association Rules & Regulations pertaining to golf carts and that the Owner is fully responsible regardless of whomever he/she allows to operate the vehicle.)

DATE:

Owner's Name:

Jonathans Landing Address:

Registered Golf Cart Information

The Evergreen Harvard Group ~ 14 Country Club Road #6 Gilford, NH 03249

P: 603.528.1988 F: 603.528.0018 <http://jonathanslandingnh.org>

Association Manager: Katie Dodge KDodge@evergreenharvardgroup.com

JL Registration #	Mfg/Model	Color	# seats

* Registration numbers will be assigned for new carts once waiver form is submitted.

GOLF CART RULES AND REGULATIONS

- a. The Owner of the golf cart is responsible for their golf cart. This includes whomever you allow to operate your cart. Please make all operators aware of our Rules and Regulations. **Golf carts are to be insured** by the Owner of the golf cart.
- b. **Drivers of golf carts must be licensed to operate a motor vehicle. If unlicensed individuals operate your golf cart, you may be subject to fines and loss of privileges.** Golf cars must comply with all traffic rules and regulations, and must reduce speed when approaching pedestrians, who always have the right of way. Drivers may not wear headphones, use cell phones, or use/operate any other device that may cause a distraction.
- c. Parking of golf carts on the grass at the marina and pools is permitted only for loading and unloading, after which **golf carts must be parked on pavement in the parking areas.** Driving golf carts on lawns is prohibited except for traveling to and from the marina and pools.
- d. All **golf carts must have operational head and tail lights** when driving after dark.
- e. The towing of any person or object is not permitted. Reckless driving of golf carts to endanger is prohibited. **Anyone caught driving in an unsafe manner will lose the privilege to have a golf cart on the property.**
- f. All **accidents are to be reported** to Management.
- g. Golf carts shall **not be operated with more passengers than there are seats** on the golf cart. All passengers must remain seated while the cart is moving.
- h. All **golf carts must display a JL identifying sticker** issued by Management.