

STONEGATE
GOLF CLUB
AT SOLIVITA

PRIVATE GOLF CART AGREEMENT

HamptonGolf
www.hampton.golf

This Private Golf Cart Agreement (this "**Agreement**") is entered into and made effective as of the last date set forth below by the parties hereto (the "**Effective Date**"), by and between Taylor Morrison of Florida, Inc. ("**Club Owner**") and the undersigned member ("**Member**").

A. Club Owner is the owner of real property and facilities comprising the Stonegate Golf Club in the City of Kissimmee, Florida (the "**Club**"), including without limitation, the golf clubhouse, golf course, golf practice facilities, and other associated facilities and amenities (collectively, the "**Club Facilities**").

B. Club Owner retained Hampton Golf, Inc. ("**Hampton Golf**") to manage and operate the Club, and Hampton Golf is Club Owner's agent with the authority to act on behalf of Club Owner for all purposes of this Agreement.

C. Member is an active golf member of the Club, a resident of the community of Solivita (the "**Community**") and the owner of a private golf cart with serial number _____ (the "**Private Golf Cart**").

D. Member desires to participate in the Club's Private Golf Cart Program (the "**Program**") in order to utilize the Private Golf Cart on the Club Facilities, and Club Owner shall permit such use and allow Member to participate in the Program, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall commence either as of the first day of Member's membership at the Club or as of the Effective Date (the "**Commencement Date**"), and shall continue until December 31st of the same year (the "**Initial Term**"), unless terminated earlier in accordance with Section 11 below. This Agreement automatically expires at the end of the Initial Term. If Member desires to renew this Agreement and extend the Initial Term, Member must sign a Private Golf Cart Renewal Agreement (as provided by the Club) and pay the applicable Trail Fee (defined in Section 2 below) then in-effect. At any time, whether following the Initial Term or any subsequent renewal thereafter, Club Owner reserves the right to not renew this Agreement with Member, for any reason or no reason. For purposes of this Agreement, the Initial Term and any subsequent renewal(s) are hereafter known collectively as the "**Term**."

2. Trail Fee. A fee is charged pursuant to Member's use of the Private Golf Cart on the Club Facilities (the "**Trail Fee**"), and the Club offers the following options in accordance therewith (each, a "**Trail Plan**"):

☐ **Single Trail Plan**
Member's Guests (defined in Section 10 below) will be responsible for payment of the Club's cart fee when riding in the Private Golf Cart with Member for each round of golf played on the golf course (in addition to any other fees and charges for golf as set by the Club).

☐ **Couples Trail Plan**
Member's spouse or significant other is permitted to utilize the Private Golf Cart. All other Member's Guests will be responsible for payment of the Club's cart fee when riding in the Private Golf Cart with Member for each round of golf played on the golf course (in addition to any other fees and charges for golf as set by the Club).

Trail Fee amounts for each Trail Plan shall be provided by the Club. All Trail Fees are subject to applicable tax. All Trail Fee amounts (whether the annual rate, per round rate, or otherwise) are subject to change from time to time, in Club Owner's sole discretion.

The Trail Fee is due at the time this Agreement is signed by Member, and payable in a manner and frequency determined by Club Owner. If applicable, the Trail Fee will be pro-rated accordingly (either to reflect the days remaining in the current calendar month or the months remaining in the Initial Term). Upon mutual execution of this Agreement and payment of the Trail Fee, Club Owner shall permit Member and Member's Authorized Users to operate the Private Golf Cart on the Club Facilities, subject to the terms and conditions of this Agreement and the Club Documents (defined in Section 4 below) at all times, as may be amended by Club Owner and/or Hampton Golf from time to time, in its sole discretion. Member acknowledges and agrees that payment of the Trail Fee does not guarantee the availability of the Club Facilities (including, but not limited to, the Club's golf course or golf practice facilities) or tee times. Member acknowledges and agrees that any and all practice and/or play shall be subject to availability of space, availability of tee times, weather, scheduling, events, maintenance, renovation(s), construction, and improvements, and other considerations of the Club, in Club Owner's sole discretion. Member hereby acknowledges and understands that under no circumstances does payment of the Trail Fee constitute as payment for, or authorization of, Member to utilize any Club-owned golf cart. Member further acknowledges and understands that Member must pay the applicable cart fee in effect at the time to utilize a Club-owned golf cart.

None of the Trail Fees are refundable under any circumstances or for any reason whatsoever, except as provided in Section 11 of this Agreement. For the avoidance of doubt, even if Member applies for medical leave or inactive status in regards to Member's membership at the Club and is approved to take such leave and/or become inactive, the Trail Fee, regardless of the plan option, payment manner or frequency, will not cease or be paused, credited or refunded, in whole or in part.

3. Authorized Users. For purposes of this Agreement, "**Authorized Users**" are permitted to operate the Private Golf Cart on the Club Facilities and are herein defined as Member's spouse or significant other and Member's children. The driver of the Private Golf Cart, including, but not limited to the Authorized Users, must be at least sixteen (16) years old and possess a valid driver's license. Authorized Users, as applicable, must pay a cart fee as established by the Club.

4. Club Documents & Compliance. Member's use of the Private Golf Cart is subject to all of the governing documents of the Club, which include this Agreement, the Membership Plan, Rules & Regulations, Membership Application & Agreement, and any other documents, agreements, instruments, policies, or procedures established or designated by the Club (collectively, the "**Club Documents**"), which are incorporated herein by this reference, as adopted, amended and supplemented from time to time by Club Owner and/or Hampton Golf, in its sole discretion, with or without notice to Member. Except as otherwise defined herein, capitalized terms, as used in this Agreement, shall have the meanings ascribed thereto in the Club Documents. Member, by execution of this Agreement, hereby acknowledges receipt of the Club Documents in effect as of the Effective Date and agrees to use the Private Golf Cart in accordance with the terms and conditions contained therein and ensure Authorized Users do the same.

Furthermore, Member shall be responsible for ensuring that Member and Authorized Users operate the Private Golf Cart in compliance with the Club Documents and all federal, state and local laws, regulations, ordinances, and any other operating criteria, and any failure to do so shall be the sole responsibility and liability of Member. Nothing herein shall grant Member any right, privilege or immunity from any such laws, regulations, ordinances, or other operating criteria, and Member shall be solely responsible (financial and otherwise) for any such violation(s). Neither Club Owner nor Hampton Golf assume any responsibility for advising Member or Authorized Users of any such laws, regulations, ordinances and/or other operating criteria, nor enforcing the same, nor does Club Owner or Hampton Golf represent or warrant that the Private

Golf Cart may be used on any public streets or roadways.

5. Additional Private Golf Cart Policies. Additionally, Member and the Authorized Users must comply with the following private golf cart policies while on the Club Facilities:

(a) The Private Golf Cart may only be used on the Club Facilities when Member is one of the occupants.

(b) Members with private golf carts may ride with each other, but shall not loan their private golf carts to other Club members or guests.

(c) Unless otherwise directed by the Club, a maximum of only two (2) golf carts can be used per foursome, which reduces unnecessary turf stress on the Club's golf course.

(d) Owners of private golf carts may be required to share their private golf cart with a member or guest player as designated by the Club. The other member or guest player will be required to pay the Club the applicable cart fee for such usage. The owner of the private golf cart will not be entitled to any compensation from the Club, the other member or the guest player.

(e) If Member has selected and paid for a Couples Trail Plan, in the event the Private Golf Cart is used by one spouse or significant other, the other spouse or significant other will be provided with a Club-owned golf cart. Any guest in said Club-owned golf cart will pay the Club the then-applicable guest cart fee.

(f) Privately owned golf carts shall only be parked in areas specifically designated and marked for private golf cart parking. Parking in any other area or location (including, but not limited to, regular vehicle spaces, sidewalks, grassy areas, or unauthorized zones) is strictly prohibited. Violation of the foregoing parking policy may result in monetary fines, towing of the private golf cart at Member's sole cost and expense, removal of Member from the Program and termination of this Agreement, and/or other penalties determined by the Club, in the Club's sole discretion.

(g) Privately owned golf carts must follow all directional signs, keep all four (4) wheels of the private golf cart on the cart paths, and use a 90-degree angle from the cart path or at the designated entry/exit locations to get to any golf ball.

(h) When using the Club's golf course, owners of private golf carts must pay attention to properly fixing ball marks on the greens, sanding divots and raking sand traps.

(i) Members with private golf carts may only access the Club via designated access points. By way of example, and not limitation, Members with private golf carts are not permitted to access the Club's golf course directly from any residential home.

6. Registration Decals. The Private Golf Cart must bear a registration decal issued by the Club ("**Registration Decal**"). The Registration Decal must be placed on an area of the Private Golf Cart as directed by the Club and must remain thereon at all times during the Term. The Registration Decal must be updated each calendar year by December 31st. The Private Golf Cart will not be permitted on the Club Facilities without a current Registration Decal. Upon expiration or termination of this Agreement, or upon the sale of the Private Golf Cart, Member shall remove any Registration Decal(s) affixed to the Private Golf Cart.

7. Standards & Specifications. Club Owner has established minimum standards and specifications for all private golf carts used on the Club Facilities, as set forth in Exhibit A (collectively, the "**Standards & Specifications**"), attached hereto and incorporated herein. The Private Golf Cart is subject to review by Club Owner for compliance with the Standards & Specifications, and such other standards as may be established from time to time by Club Owner, in Club Owner's sole discretion. Private golf carts that fail to meet the Standards & Specifications, as may be modified and supplemented, will not be permitted on the Club Facilities, and Club Owner shall have no liability to Member if the Private Golf Cart does not meet such Standards & Specifications. Club Owner reserves the right, in its sole discretion, to amend the Standards & Specifications from time to time.

8. Maintenance. Member is solely responsible, financial and otherwise, for the repair and maintenance of the Private Golf Cart. Member must maintain the Private Golf Cart in good working order to ensure safe and fully operable condition. Member must complete regular inspections, repairs and upkeep to ensure the Private Golf Cart meets safety standards (including, but not limited to, any mechanical issues and electrical systems). Club Owner may, in its sole discretion, require Member to perform routine maintenance and safety inspections on the Private Golf Cart. Failure to maintain the Private Golf Cart in safe and proper condition(s) may result in loss of the privileges pursuant to the Program and termination of this Agreement (without any refund, in whole or in part, of any Trail Fees).

Club Owner may, in Club Owner's sole discretion, charge a fee for towing or other assistance provided to Member if the Private Golf Cart becomes disabled or inoperable while on the Club Facilities. The Club, Club Owner and Hampton Golf will not store, electrically charge, or otherwise maintain the Private Golf Cart in any manner whatsoever. Member is solely responsible for storing (at a location outside of the Club Facilities), electrically charging and properly maintaining the Private Golf Cart. Privately owned golf carts may only be stored indoors at the Community residence of the owner. In the event Member obtains a new golf cart, the requirements and benefits provided to Member under the Program shall continue for the Term with respect to the new golf cart, provided Member notifies the Club in writing and complies with the obligations and requirements set forth herein. All costs and expenses related to this Section 8 shall be paid for by Member.

9. Insurance. Member shall obtain a policy of liability insurance for bodily injury or death and property damage, with minimum limits of One Hundred Thousand Dollars ($100,000.00) for injury to or death of any one person, Three Hundred Thousand Dollars ($300,000.00) for injury to or death of more than one person in any one accident, and One Hundred Thousand Dollars ($100,000.00) for property damage. Member may obtain the required insurance through a homeowners' endorsement, automobile policy or other form of insurance policy. Member shall pay all premiums associated with such insurance and shall maintain the coverage required hereunder throughout the Term. Prior to operating the Private Golf Cart on the Club Facilities, Member shall provide the General Manager of the Club (the "**General Manager**") with a certificate from the insurance company certifying the minimum coverage required herein, and including Club Owner and Hampton Golf as named additional insureds. The policy must provide that it shall not be modified or canceled without at least thirty (30) days' prior written notice to Club Owner and Hampton Golf. Prior to each successive insurance renewal thereafter, Member must provide an updated certificate of insurance to the General Manager. Club Owner may prohibit Member from using the Private Golf Cart on the Club Facilities until the required insurance is obtained and evidence thereof is delivered to the General Manager, notwithstanding Member's payment of the applicable Trail Fee and full compliance with this Agreement. No portion of the applicable Trail Fee (if any) will be refunded to Member on account of Member's delay in providing such insurance. If any claim, demand, suit, action, cause of action, or any other liability arises related to this Agreement and/or the Private Golf Cart, Member's insurance policies shall apply on a primary basis and shall not require engagement, assistance or contribution (whether financial or otherwise) from any insurance maintained by Club Owner and/or Hampton Golf.

10. Assumption of Risk; Indemnification. Member acknowledges that use, occupancy and operation of the Private Golf Cart is undertaken with knowledge of risk and exposure, both known and unanticipated, of possible loss, illness, harm, injury, and/or death. Member hereby accepts any and all risk of loss, illness, harm, injury, and/or death to Member and Member's family, invitees, tenants, guests, and Authorized Users (collectively, "**Member's Guests**") sustained while using, occupying and/or operating the Private Golf Cart.

In accepting the risk of loss, illness, harm, injury, and/or death, and by executing this Agreement, Member, for himself or herself, and for Member's Guests hereby releases Club Owner and Hampton Golf, and each of their respective officers, directors, shareholders/members (as applicable), employees, managers, representatives, agents, partners, and all of the aforementioned persons and entities' respective affiliates, parent companies, subsidiaries, successors and assigns (collectively, the "**Released Parties**"), and agrees to protect, indemnify, defend, and hold the Released Parties harmless for, from and against any and all liability, losses, costs, expenses, actions, causes of action, demands, suits, injuries, damages, or claims whatsoever by Member or Member's Guests, or any third-party, arising from or related to this Agreement and/or arising from or related to the Private Golf Cart (whether by Member, Member's Guests or otherwise), whether on the Club Facilities or any other property. Neither Club Owner nor Hampton Golf represent or warrant the condition of the trails, paths, roads, or property on which Member or Member's Guests may use the Private Golf Cart, nor the safety thereof. Member acknowledges and agrees that Member and Member's Guests will use the Private Golf Cart at their own risk, and Member hereby assumes such risk for himself or herself and Member's Guests. Furthermore, any damage caused to any portion of the Club Facilities or any property of the Club by Member or Member's Guests is the sole responsibility (financial and otherwise) of Member, and Member shall pay for any necessary repair(s) and/or replacement(s) within three (3) days of notification from the Club. The terms and conditions of this Section 10 shall survive the expiration or termination of this Agreement.

11. Termination. Club Owner may immediately terminate this Agreement, without fee or penalty, if: (a) Member is in breach or violation of this Agreement or the Club Documents; (b) Member is no longer a full golf member of the Club, for any reason or no reason; or (c) Member remains a golf member of the Club but is no longer a resident of the Community. In the event this Agreement is terminated on account of this Section 11(a), Section 11(b) or Section 11(c), then Member shall not be entitled to any refund of any portion of the Trail Fee paid to the Club hereunder. Notwithstanding the foregoing, Club Owner reserves the right to terminate this Agreement at any time if Club Owner elects to terminate the privilege of members to use private golf carts on the Club's golf course or the Club Facilities; whereupon, this Agreement shall terminate automatically upon delivery of Club Owner's notice of termination and Club Owner shall refund to Member a prorated portion of the Trail Fee, if applicable.

12. Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing. All notices to Member shall be sent via email to the email address set forth below Member's signature to this Agreement. All notices from Member to Club Owner, Hampton Golf and/or the Club as it relates to this Agreement and/or the Private Golf Cart shall be addressed and delivered to the General Manager as follows:

Stonegate Golf Club
Attn: General Manager
404 Village Drive
Kissimmee, Florida 34759

13. Dispute Resolution; Governing Law. Any dispute arising out of this Agreement shall be submitted first to mediation before submitting the dispute to arbitration. In the event mediation is unable to settle the dispute at issue, the parties shall enter into binding arbitration as their sole method of resolving

disputes between the parties. The dispute shall be governed and conducted in accordance with the rules of the American Arbitration Association ("**AAA**") as may be in effect at such time, to be heard by a single arbitrator, who is knowledgeable and experienced in the business of golf course operation. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. Costs and expenses, including reasonable attorneys' fees, related to mediation, arbitration or other forum shall be borne by each party hereto; however, the parties shall equally split the costs and fees charged by the mediator, arbitrator and AAA. In no event shall Member be entitled to seek damages other than actual damages incurred by Member, including without limitation, consequential damages, speculative damages, or punitive damages. Except as otherwise stated herein, under no circumstances shall Club Owner's or Hampton Golf's total liability of any kind arising out of or related to this Agreement exceed the total amount of Trail Fees paid by Member hereunder. This Agreement shall be construed by and controlled under the laws of the State of Florida, without regard to any conflict of laws provisions. Venue for any dispute between the parties arising in connection with this Agreement shall lie exclusively within Osceola County, Florida.

14. JURY TRIAL WAIVER. WITHOUT DIMINISHING THE PARTIES' AGREEMENT TO THE DISPUTE RESOLUTION PROCEDURE SET FORTH IN SECTION 13 ABOVE, IN THE EVENT THE PARTIES ARE REQUIRED TO LITIGATE ANY DISPUTE ARISING HEREUNDER IN A COURT OF LAW, THE PARTIES EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH EITHER OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING BASED UPON OR ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS AGREEMENT INCLUDING, BY WAY OF EXAMPLE BUT NOT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENTS, NEGLIGENCE, OR ACTS OR OMISSIONS OF EITHER PARTY WHICH IN ANY WAY RELATE TO THIS AGREEMENT.

15. Miscellaneous. No third party, including without limitation, Member's Guests, shall have any right to enforce the terms of this Agreement against Club Owner or Hampton Golf. No amendment to this Agreement shall be effective, unless in writing and executed by the parties hereto. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed an original. No waiver by Club Owner and/or Hampton Golf of any breach or violation of this Agreement shall be held to constitute a waiver of any other or subsequent breach or violation. Club Owner shall be entitled to transfer or assign this Agreement or any of its rights or obligations hereunder, whether in whole or in part, to any third-party, including without limitation, third-party affiliates, and such third-party shall thereby assume Club Owner's obligations hereunder and Club Owner shall be released from any liability associated therewith. Member shall not assign or transfer this Agreement, or Member's rights and obligations hereunder. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, and their permitted successors and/or assigns. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Entire Agreement. This Agreement, together with the attached Exhibit A and the Club Documents, constitute the entire agreement between the parties with regard to the matters set forth herein, and all other prior agreements and understandings, whether verbal or written, with respect to the subject matter of this Agreement are hereby revoked and are of no force or effect. No oral or other written agreement shall be binding upon Club Owner unless set forth in this Agreement, or the documents referenced herein. This Agreement shall not be binding on Club Owner until signed by Club Owner below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

MEMBER:

By: _____ _____
Signature Member Number

_____ _____
Print Name Member Email Address

_____ _____
Date Member Phone Number

_____ _____
Spouse / Significant Other Signature Spouse / Significant Other Print Name

CLUB OWNER:

Taylor Morrison of Florida, Inc.,
a Florida corporation

By: Hampton Golf, Inc.,
a Florida corporation

Its: Authorized Representative

By: _____ Title: _____

Print: _____ Date: _____

EXHIBIT A

Standards & Specifications

1. While on the Club Facilities, all privately owned golf carts must be operated and travel at a safe speed, the standard electric golf cart speed of which is 12-14 miles per hour.

2. All privately owned golf carts must be designed to transport two (2) golfers and two (2) golf bags with four (4) wheels in contact with the ground. Four (4) passenger golf carts must have golf course mode engaged at all times while on the Club Facilities.

3. All privately owned golf carts must have a windshield and a hard canopy top.

4. Privately owned golf carts must be electric powered only.

5. To lessen the impact of golf carts on the Club's golf course and prevent unnecessary damage to the turf, all privately owned golf carts must have lightweight, low-profile tires with a flat tread design. More specifically:

(i) The manufacturer of the tires must refer to the tires as "golf course tires;"
(ii) The tires must have a rounded vertical tread with a maximum depth of $^1/_4$ inch;
(iii) The total width must be a minimum of eight (8) inches; and
(iv) The tire pressure must not exceed twenty-eight (28) psi.

6. Front and rear bumpers are recommended for all privately owned golf carts.

7. All privately owned golf carts must have two (2) sand containers, with one (1) on each side of the Private Golf Cart.

8. Privately owned golf carts may have a weather enclosure / sunbrella package and information holders.

9. Headlights, taillights and turn signals are recommended for all privately owned golf carts.

10. A rearview mirror and red reflector warning device are recommended on both the front and rear of all privately owned golf carts.

11. Personal coolers, other than a standard 6-pack cooler, are not allowed on the Private Golf Cart, on the golf course or any other property of the Club.

12. Sound emitting musical devices are permitted on privately owned golf carts, so long as the use of such devices does not interfere with or disrupt the enjoyment of the Club (whether on the golf course or otherwise) and Community by other patrons or residents.

13. Golf ball washers and golf club cleaners are acceptable, and may be in combination with or substituted for coolers.

14. Electric heaters, air conditioners, fans, and windshield wind-stoppers are permitted.

15. Accessories or decals that are inappropriate, offensive, unsightly, cause discomfort to other members or embarrassment to the Club, or otherwise are deemed improper and do not align with Club standards or are inconsistent with the rules, policies and Club Documents are strictly prohibited. Any

accessory or decal subject to the foregoing must be removed immediately upon notice by the General Manager. If the respective member does not comply with the General Manager's request in a timely manner, said member shall forfeit the privileges afforded in this Agreement and, effective immediately, will not be permitted to utilize a private golf cart on the Club Facilities (including the golf course or any other property of the Club). In such instance, said member will not receive a refund of the Trail Fee, in whole or in part.