

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made by and among the undersigned golf cart owner who wishes to operate a golf cart within the Olde Beau community (“Owner”); Olde Beau Owners Association, Inc., a North Carolina non-profit corporation (“Association”); KPP Limited Partnership (“KPP”); and the Olde Beau Resort & Golf Club Limited Partnership, a North Carolina limited partnership (“Club”) (collectively, the “Parties”). In consideration of the mutual promises contained in this agreement, the Parties agree as follows:

The Association, KPP and the Club hereby grant to Owner a license to operate Owner’s private golf cart over and upon the streets and parking areas and paved common areas that are owned by the Association and the Club and generally open to use of owners within the community(the “Streets and Paved Areas”), but specifically excluding the golf course and all cart paths associated with the golf course, subject to the terms and conditions of this Agreement.

In consideration for the use of the Streets and Paved Areas for operation of a private golf cart, Owner agrees to the following terms and conditions:

1. Owner has received and reviewed a copy of the “Regulations Regarding the Use of Private Golf Carts Within Olde Beau” (“Regulations”) and agrees to abide by the same. The foregoing regulations are incorporated herein by reference as if fully set forth.
2. Upon the approval of the Association and Club, Owner will be granted a non-exclusive, revocable license for operation of a private golf cart over the Streets and Paved Areas. The license will be for a term of one (1) year unless otherwise terminated as set forth below. The license fee is \$25.00.
3. This Agreement and the license it conveys is revocable at any time by the Association and/or Club, provided the Association and/or Club gives at least thirty (30) days’ written notice prior to the effective date of any such revocation. However, if Owner fails to comply with any of the terms of this License Agreement or the Regulations, the Association and/or Club may immediately revoke or suspend the License Agreement without thirty (30) days’ written notice.
4. Owner will indemnify, defend, and hold the Association and Club harmless from and against any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with the operation of Owner’s private golf cart anywhere within the Olde Beau community, including on the Streets and Paved Areas, except liability for personal injuries, property damages, or loss of life or property caused solely by the negligence of the Association.
5. Use of a private golf cart upon the Streets and Paved Areas is at Owner’s own risk.
6. Owner must present proof of insurance at time of inspection.

This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

It is specifically agreed between the Association and Licensee that the license granted under and pursuant to this agreement is personal to Licensee and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the Association and Club, and that such license shall not inure to the successors or assigns of Owner.

Each party to this agreement has caused it to be executed on the date indicated below, with full authority to do so and to bind the party in question.

Owner Information:

Owner Signature

Printed Name of Owner

Date: _____

Address in Olde Beau

Golf Cart Make and Model

License Plate #: _____

LICENSE GRANTED:

YES **NO**

Date: _____

Approved by: _____

Olde Beau Owners Association, Inc.

Signature

Title

Date: _____

**Olde Beau Resort & Golf & Club
Limited Partnership**

Signature

Title

Date: _____

KPP Limited Partnership

Signature

Title

Date