



# Palmer Golf Management, LLC / dba: Quail Ridge Country Club

## USE AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Palmer Golf Management, LLC dba: Quail Ridge Country Club, a Massachusetts limited liability company (hereinafter the "Owner") and \_\_\_\_\_, having an address of \_\_\_\_\_ (hereinafter the "User") (hereinafter collectively referred to as the "Parties").

WHEREAS, Owner is the Manager of that certain country club known as Quail Ridge Country Club in Acton, Massachusetts (hereinafter the "Club").

WHEREAS, User desires to obtain certain rights to use the Club and the Club's Facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Owner hereby grants to User the right to use the Club upon the following terms and conditions:

1. Term. User shall have a right to use the Club for the 2020 season. Memberships automatically renew for one year terms, at the going rate, unless member notifies club 30 days before renewal date.

2. Classes of User and Single Season User Fee. User shall elect one of the following categories:

- \_\_\_\_\_ Full Family Membership
- \_\_\_\_\_ Individual Golf Only Membership
- \_\_\_\_\_ Limited Golf Only Membership
- \_\_\_\_\_ Junior Golf Only Membership
- \_\_\_\_\_ Social Family Membership (pool & fitness)
- \_\_\_\_\_ Family Pool Only Membership      \_\_\_\_\_ Fitness Membership

3. Representation & Warranties. User hereby represents warrants and agrees that:

- a. The undersigned is acquiring the rights set forth herein for the purpose of obtaining a recreational opportunity.
- b. The undersigned hereby acknowledges and agrees that the undersigned will adhere to the rules and regulations of the Club. The undersigned agrees on his

or her behalf and on the behalf of any spouse, immediate family members, or guests who use the Club's Facilities to observe, be bound by, and comply with this Agreement, the Club Rules, and that violation of any Club Rules by any of the foregoing may result in termination of the undersigned's rights to use the Club.

- c. The undersigned hereby acknowledges and agrees to pay all dues, fees, charges, or other amounts described in the Club Rules and properly chargeable to the undersigned pursuant to the Club Rules as amended and in effect from time to time, including without limitations charges levied as a result of any damage or injury caused by the undersigned or his or her spouse, immediate family members, or guest while using the Club Facilities.
4. Entire Agreement; Amendment. This Agreement (including those portions thereof incorporated by reference) constitutes the full and entire understanding and agreement between the parties with regard to the subject hereof. The undersigned acknowledges that he or she has not relied on any information or representations not contained in this Agreement. The undersigned acknowledges that the Club Rules may be amended from time to time in the Owner's sole discretion.
5. Liability for Injuries. In consideration of the privileges herein described, each Primary Member, each immediate family member, each guest and any other person using or entering onto the Club's Facilities expressly acknowledges and agrees that: (i) there are substantial risks of injury in connection with the use and enjoyment of the Club's Facilities including, without limitation being hit by a golf ball, golf cart or golf club; (ii) all use of the Club's Facilities and all Club equipment and amenities and entrance upon the Club's Facilities is undertaken at the sole risk of the user, and neither Owner, nor Owner's members, managers, officers, directors, employees, agents, affiliates, representatives, partners, shareholders, attorneys, the Manager or any of the foregoing's agents, representatives, attorneys, predecessors, successors, assigns, heirs, and affiliates (collectively, including Owner, "Owner's Related Parties") shall be liable for any injuries or damages to any Primary Member, immediate family member, their guests or any other persons irrespective of the cause thereof; and (iii) Owner's Related Parties shall not be subject to and are hereby expressly released and forever discharged from any claims or demands whatsoever, including, without any limitation, those claims or demands resulting from acts or omissions of active or passive negligence on the part of Owner or any one or more of the other Owner's Related Parties.
6. Personal Property. Due to the number of guests and other persons granted access to the Club, Owner cannot, does not have and expressly disclaims any liability for the security of the personal property of any Members, their immediate family members or their guests. Therefore, it is the rule of the Club that each Member, their immediate family members and their guests using the Club's Facilities, equipment and amenities of the Club take precautions against theft and not encourage theft by failing to properly secure all articles of

personal property. In consideration of the privileges herein described, each Member, each immediate family member, each guest and each person using or entering onto the Club's Facilities, equipment and amenities agrees that Owner is not responsible or liable for articles damaged, lost or stolen in or about the Club's Facilities or Club premises, or left in lockers, or for loss or damage to any property, including, but not limited to, automobiles and the contents thereof. Any storage facilities or lockers provided at the Club are offered as a convenience to Members, their immediate family members and their guests, and Owner does not represent or warrant that the lockers or storage facilities are safe and secure, nor does Owner guarantee that any items placed therein are or will be secure. Personal property left by any person at the Club's Facilities and not claimed within thirty (30) days shall be considered abandoned and may be disposed of by the Owner without notice. No bailment is intended, nor created, by the preceding sentence.

7. Indemnification. Each Primary Member hereby agrees to indemnify, defend and hold harmless Owner's Related Parties from and against any and all claims, losses, damages, costs and expenses (including attorneys' fees and costs) suffered or caused by those using or gaining access to any of the Club's Facilities or the Club through such Primary Member's membership (whether as an immediate family member, guest or otherwise). Further, in no event shall Owner or Manager be liable for any special, consequential, indirect or punitive damages.
8. Financial Responsibility. Each Primary Member shall be legally and financially responsible for the Primary Member's acts and omissions as well as those of such Primary Member's immediate family members and all of their guests. Further, each Primary Member is expressly financially responsible for the prompt payment of all charges or other indebtedness incurred by the Primary Member, the Primary Member's immediate family members and guests of the immediate family members and the Primary Member. In addition to but not in lieu of the foregoing, with regard to a Corporate Membership each Corporate Entity shall be jointly and severally liable for all deposits, dues, amounts, liabilities and charges payable or incurred by each of the Primary Member(s)/Designee(s) of such Corporate Membership and their immediate family members and their guests.
9. Other Charges. Members will also be charged separately for various items relating to the use of the Club's Facilities including without limitation, (i) cart rental fees, (ii) greens fees, court fees, and pool usage fees for guests, (iii) handicap maintenance fees, (iv) instruction, (v) tournament entry fees, (vi) special event charges, (vii) equipment purchase, rental and repair charges, and (viii) charges and fees for other goods or services designated by the Club from time to time

10. Governing Law. This Agreement shall be governed by, and construed under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement the day and year first written above.

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THE FOREGOING AGREEMENT IS  
ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

By: \_\_\_\_\_  
It's Manager