

CITY OF APALACHICOLA
GOLF CART OPERATION APPLICATION

Applicant information for license to operate by Applicant for golf cart within the City of Apalachicola pursuant to Ordinance 2009-05 and Ordinance 2010-01

Name: _____

Address: _____

Phone Number: _____

Date of Birth: _____

Description of Golf Cart owned by Applicant:

Identification Number and Make of Golf Cart:

Applicant warrants, stipulates and agrees as a condition of the issuance of this license by the City and use of the same by Applicant that the Applicant and the Golf Cart to be operated as specified above meet at the time of this application all of the specifications and requirements of City of Apalachicola Ordinances 2009-05 and 2010-01, a copy of which is acknowledged has been received by Applicant and read and understood by him/her and that the Applicant and the Golf Cart to be operated as licensed by the City of Apalachicola under these Ordinances shall continue to meet all of such specifications and requirements of the City as specified in said Ordinances at all times the golf cart is operated within the City of Apalachicola.

That in the event of violation of any one or more of these Items required by the Ordinances and/or this application and/or the contract, hold harmless agreement and release and Indemnity agreement at the request or demand of the City of Apalachicola, Applicant agrees to give up, surrender and acknowledge as cancelled any license and privilege granted by the City for the use of the subject golf cart in the City of Apalachicola or operation of same in the City.

Signed and Agreed by the Applicant and other Operator(s) as set forth below this _____ day of _____, 20_____.

Applicant Signature

HOLD HARMLESS AGREEMENT
RELEASE AND INDEMNITY AGREEMENT

In consideration for the permit and authorization for the use of his/her golf cart in the City of Apalachicola and other good and sufficient consideration, the receipt of which is acknowledged _____ hereafter known as the USER to operate a golf cart on specifically authorized City streets located in the City of Apalachicola, the User does hereby specifically agree to and does hereby release, hold harmless, defend and indemnify the City of Apalachicola, their employees, officers, agents or assigns of from and against any loss, damage, cost or expense or therefore for injury to persons and property incurred while the USER or anyone authorized by user is operating said golf cart on streets located in the City of Apalachicola, whether injury is claimed to be as a result of alleged negligence in the design, construction or maintenance of said streets, safety devices or signs or any other reason.

The USER specifically understands and agrees that this release, hold harmless, agreement to defend and indemnity agreement in favor of the City of Apalachicola includes and covers property damage, medical expenses, loss of wages or income, pain and suffering, loss of abilities and other past, present or future damage or claim for compensation or reimbursement whether tangible or intangible and all damages suffered or claimed to be suffered in connection with the operation or use of said golf cart on allowed streets within the City of Apalachicola.

And that the USER further specifically agrees to defend and indemnify and hold the City of Apalachicola harmless for any and all monies paid including legal fees and costs incurred, in the defense of any claim or suit brought against the City of Apalachicola as the result of operating said golf cart on streets located in the City of Apalachicola and the City shall have the right to choose and appoint its own legal counsel for this purpose.

FURTHERMORE, the USER verifies that they have received a copy of City Ordinances 2009-05 and 2010-01 providing for the use of golf carts under certain conditions and restrictions on certain specifically authorized City streets located in the City of Apalachicola and hereby further agrees to abide by said ordinances and specifically agrees that the golf cart shall only be operated by the owner of said golf cart or persons authorized as set forth below and the golf cart shall not be rented or hired out for use on City streets within Apalachicola or provided for persons for or in connection with commercial or business purposes who are not the owner of the golf cart unless it meets or complies with all requirements specified in Ordinance 2009-05 and 2010-01.

Signed this _____ day of _____, 20 _____.

Applicant Signature: _____

Printed Name: _____

Residential Address: _____

Mailing Address: _____

Telephone: _____

Witnessed: _____

AGE AND DRIVERS LICENSE VERIFICATION

PURSUANT TO ORDINANCE 2010-01 THE PRIVILEGE EXTENDED BY THE CITY OF APALACHICOLA TO OPERATE A GOLF CART IN ACCORDANCE WITH THE CONDITIONS, TERMS, AGREEMENTS AND RESTRICTIONS SET FORTH IN THIS ORDINANCE AND ANY LICENSE OR AUTHORIZATION ISSUED BY THE CITY PURSUANT THERETO SHALL NOT APPLY TO PERSONS WHO DO NOT HOLD A VALID, CURRENT DRIVER'S LICENSE AND SUCH PERSONS OPERATING A GOLF CART WITH THE CITY OF APALACHICOLA SHALL BE IN VIOLATION OF THIS ORDINANCE AND SUBJECT TO ITS PENALTIES UNLESS SAID DRIVER IS 18 YEARS OF AGE OR OLDER AND HAS NOT HAD HIS/HER DRIVER'S LICENSE SUSPENDED OR REVOKED.

I HAVE READ AND UNDERSTAND THE AGE AND DRIVERS LICENSE REQUIREMENT FOR OPERATING A GOLF CART WITHIN THE CITY OF APALACHICOLA.

APPLICANT SIGNATURE