

## **CREEKSIDE GOLF CLUB**

### **RULES AND REGULATIONS**

This document sets forth the terms and privileges of Membership in the Club and the policies and procedures under which the Club is operated. The obligation of enforcing these Rules lies primarily in the hands of carefully trained staff whose principal responsibility is to assure members of all the courtesies, comforts and services to which they are entitled. It is the duty of the membership to know its Rules and to cooperate with Club Management and staff in the enforcement of these Rules.

These Rules are effective April 22<sup>st</sup> 2017 and are subject to change from time to time at the sole election of Club Management.

## **CONTENTS**

### **ARTICLE I**

#### DEFINITIONS AND APPLICATION

- 1.1 THE CLUB
- 1.2 CLUB MANAGEMENT
- 1.3 ADVISORY COMMITTEE
- 1.4 MEMBERSHIP

### **ARTICLE II**

#### PRIVILEGES AND CLASSIFICATIONS OF MEMBERSHIPS

- 2.1 FAMILY
- 2.2 INDIVIDUAL
- 2.3 JUNIOR
- 2.4 INTERMEDIATE
- 2.5 CORPORATE

### **ARTICLE III**

#### MEMBERSHIP POLICIES

- 3.1 ELIGIBILITY
- 3.2 LEAVES OF ABSENCE
- 3.3 RESIGNATION
- 3.4 TRANSFERS

### **ARTICLE IV**

#### PAYMENT OF DUES AND CHARGES

- 4.1 STATEMENTS AND PAYMENTS
- 4.2 PAST DUE, DELINQUENCY AND REVOCATION
- 4.3 RETURNED CHECKS
- 4.4 CREDITING OF ACCOUNT

### **ARTICLE V**

#### INFRACTIONS AND DISCIPLINE

- 5.1 VIOLATIONS
- 5.2 SUSPENSION
- 5.3 NOTIFICATION OF VIOLATIONS
- 5.4 HEARING FOLLOWING SUSPENSION

### **ARTICLE VI**

#### HOUSE AND GROUNDS RULES

- 6.1 HOURS OF OPERATION
- 6.2 SPECIAL FUNCTIONS
- 6.3 CHARGING PRIVILEGES
- 6.4 GUESTS
- 6.5 MINORS
- 6.6 PROPER CONDUCT
- 6.7 REPORTING INJURIES
- 6.8 DRESS CODE
- 6.9 LOCKER ROOMS
- 6.10 GRATUITIES
- 6.11 COMPLAINTS
- 6.12 PARKING

6.13 ANIMALS

**ARTICLE VII**

GOLF

7.1 GENERAL

7.2 STARTING

7.3 WEEKDAY TEE RESERVATIONS

7.4 WEEKEND AND HOLIDAY RESERVATIONS

7.5 DESIGNATED TEE TIMES

7.6 PRACTICE

**ARTICLE VIII**

EXERCISE ROOM

8.1 GENERAL

8.2 USE OF FACILITIES

8.3 ILLNESS, MEDICAL CONDITIONS

8.4 PROHIBITED ACTIVITIES

8.5 DRESS CODE

**ARTICLE IX**

SWIMMING POOL

9.1 DRESS CODE

**ARTICLE X**

FOOD AND BEVERAGE

10.1 SERVICE HOURS

10.2 MEMBER RESTRICTIONS

10.3 BANQUETS AND SPECIAL FUNCTIONS

10.4 LIQUOR

10.5 CANCELLATION POLICY

**ARTICLE XI**

MISCELLANEOUS

11.1 BINDING EFFECT; INDEMNIFICATION

11.2 RELEASE AND DISCLAIMER

11.3 PERSONAL PROPERTY

11.4 LIABILITY FOR DAMAGE OR INJURY

**ARTICLE I**  
**DEFINITIONS AND APPLICATION**

**1.1 THE CLUB**

The "Club" refers to the facilities provided at Creekside Golf Club located at 6250 Clubhouse Drive Southeast, Salem, Oregon, 97306. The "Owner" refers to the Owner of Creekside Golf Operations, LLC.

**1.2 CLUB MANAGEMENT**

"Club Management" refers to the unit holders, which manages the Club and its successors in interest. "Manager" refers to the General Manager of the Club. Club Management has authority over the affairs of the Club.

**1.3 ADVISORY COMMITTEE**

An Advisory Committee may be established the act in an advisory capacity only with regard to certain aspects of the operation of the Club. Such committee shall serve at the pleasure of the Club Management and exercise only such powers and authority as Club Management may grant to it from time to time. The number and term of office of members of the Advisory Committee shall be determined in the sole and absolute discretion of Club Management.

**1.4 MEMBERSHIP**

- (a) A "Membership" is the contractual privilege by which designated persons enter onto the Club for the exclusive purpose of using and enjoying the available facilities at the times and in the manner set forth in these Rules. A "Member" is the person obligated for the payment of all fees, dues, fines, and charges. Members agree to be bound by these Rules as presently enacted or hereafter amended. Amendments to the Rules as presently enacted or hereafter amended. Amendments to the Rules may be announced by publication or by posting at the Club. The Rules as amended or supplemented will be maintained on the Club website.
  
- (b) Creekside Golf Club is not an equity club. Membership is non-equity and non-participatory. Membership does not imply any right or privilege to participate in or to administer the Club business policies and does not create any vested or proprietary right of any kind in land, the Club, Club Management or the assets of Club Management or the Club. Membership does not create any presumption that the facilities or services that are now or hereafter available will continue to be available. Membership privileges should not be viewed as an investment and no person obtaining membership privileges should expect to derive any economic benefits from membership to the Club. These Rules and Regulations, Application for Membership and other membership documents have not been reviewed nor endorsed by any federal or state authority.

- (c) Membership may be subject to disciplinary action, including fines, suspension, or revocations, in accordance with these Rules.
- (d) Club Management shall have the right to discontinue offering any categories of membership, to create additional categories or classes of membership from time to time conferring such rights and privileges and imposing such obligations as it deems appropriate, and to prescribe the qualifications and requirements for membership in any such class or category.

**ARTICLE II**  
**PRIVILEGES AND CLASSIFICATIONS OF MEMBERSHIPS**

**2.1 FAMILY**

This membership entitles the Primary Member and his or her family, as specified in Section 1.4 to all privileges of the golf course and driving range, exercise center, pool and clubhouse. The Primary Member's spouse and family may not have golf privileges at the primary times as may be designated by Club Management. At Club Management's election, for an additional charge to be determined by Club Management, both spouses may be designated as primary Members.

**2.2 INDIVIDUAL**

This membership entitles One Member as specified in Section 1.4 to all privileges of the golf course and driving range, exercise center, pool and clubhouse.

**2.2 JUNIOR**

This membership is designed to encourage application from young business and professional people 18 to 29 years of age. The Junior Executive Member will have the same privileges of a Family or Individual Golf Membership as specified in section 2.1 and 2.2.

**2.3 INTERMEDIATE**

This membership is designed to encourage application from young business and professional people 30-39 years of age. The Intermediate Member will have the same privileges of a Family or Individual Golf Membership as specified in section 2.1 and 2.2.

**2.4 CORPORATE**

- (a) Memberships may be issued to a corporation or other business entity at the discretion of Club Management. Certain criteria may be established that a corporation or other business entity must satisfy in order to acquire and maintain a Corporate Membership, including proof of a legitimate business in which the corporation or such other business entity is actively engaged, the requirement that the corporation or such other business entity must employ a minimum number of individuals, and proof of active status and good standing in the state(s) where the corporation or such other business entity is formed and/or conducting business. If a corporation or such other business entity is not able to continue to satisfy the criteria for maintaining a Corporate Membership, then the Corporate Membership shall be deemed signed and the person(s) having membership privileges under such Corporate Membership shall be given the right to acquire the most similar membership available, subject to such terms and conditions as may be established by Club Management including the payment of a Membership Deposit.

- (b) The corporation or such other business entity may designate up to Three (3) individuals ("Designees") and must maintain a minimum of one (1) designees on the membership who shall be entitled to membership privileges under the Corporate Membership. Each designee is subject to such terms and conditions as may be established by Club Management. The Designees must complete a membership application, meet all of the eligibility requirements for membership, and must be approved for membership in the same manner as all other Members. The Designees must at all time be bona fide employees if the corporation or such other business entity. The corporation or such other business entity may designate new individuals to be the Designees, subject to Club Management's approval and such other terms and conditions as Club Management may establish. Including time limitations for changing Designees and re-designation fees to be paid by the corporation or such other business entity.
- (c) The corporation or such other business entity together with the person(s) having membership privileges under the Corporate Membership shall be jointly, severally, and legally responsible for all debts and charges incurred by such person(s), having privileges under the Corporate Membership. Each Designee shall acknowledge said responsibility in writing prior to receiving the privileges of membership.
- (d) The purchase of a Corporate Membership, the initial designation of persons entitled to membership privileges and any subsequent changes of Designees or membership status must be initiated by a resolution of the corporation's board of directors or by formal notice provided by a general partner or principal of such other business entity.

**ARTICLE III**  
**MEMBERSHIP POLICIES**

**3.1 ELIGIBILITY**

(a) Membership in the Club is by invitation only. Memberships are being offered to select persons who are invited to membership and are approved for membership. Financially qualified individuals of good character, over the age of eighteen (18) shall be considered for membership without regard to race, color, national origin, sex, religious preference, sexual orientation or creed.

(b) A person qualified for membership shall become a Member after (i) submitting a formal application, including an agreement to abide at all times by the Rules as then enacted or thereafter amended; (ii) satisfactory completion of the application by Club Management; and (iii) formal approval of the application by Club Management; and (iv) payment of, or satisfactory arrangements to pay, the Membership Deposit and any other initial fees and dues related to membership.

**3.2 LEAVE OF ABSENCE**

**Medical Leave of Absence:**

A member may request a medical leave of absence in writing to the General Manager if they are physically unable to play golf. The member would need verification from their doctor in writing. Medical leaves of absence will be for a minimum of 3 months.

There are two options available for your medical leave.

**Option 1:** Monthly dues will be half of the current dues and all golf privileges for the entire family will be eliminated during this period. The member and their family would still have access to other club facilities and still be required to meet the food minimums.

**Option 2:** You may designate a person to become a playing member on your membership during the period of your medical leave. The "Playing Member" will be responsible for monthly dues and any other amenities that they choose to use. The "Playing Member" will have access to all club facilities and will be responsible for the current food minimums along with any personal charges that they endure. The "Playing Member" must complete a membership application, meet all of the eligibility requirements for membership, and must be approved for membership in the same manner as all other Members. During the period of your medical leave your playing privileges will be suspended.

**NOTE: Medical Leaves of Absence are not rights of membership and are at the sole discretion of the General Manager.**



### **3.3 RESIGNATION**

A Member may resign at any time upon providing Club Management with a full calendar thirty (30) day prior written notice, but no resignation shall be effective until the date (the "Effective Date") that the Member's financial obligations to the Club have been settled. No refund or prorate of any deposits, fees or dues will be made to any Member resigning from the Club. Resigning Members remain liable for all dues and charges accrued up to the Effective Date of their resignation. Resigning Members holding Transferable Memberships shall forfeit their right to Reissuance Fees unless said Members strictly comply with the transfer provisions set forth in Section 2.5 above.

### **3.4 TRANSFERS**

- (a) With respect to the family membership, upon the death of the primary Member, the membership shall, upon the written request of the alternate Member who is the decedent's significant other (spouse) (but not child) within six (6) months of the death, continue and said spouse shall become the primary Member. (In the event the spouse elects not to become the primary Member and retain the membership,) an adult child may take over as Primary Member. In the event no one elects to become the primary member (the spouse shall not be required to pay the dues, fees and assessments accruing after the primary Member's death. Upon the expiration of the six (6) month period, or sooner upon receipt of notice not to retain the membership from the spouse, the decedent's membership shall terminate and shall thereafter be subject to sale by Club Management in accordance with these Rules. Upon the death of both the Primary Member and the spouse of the Primary Member, the membership shall terminate and may not be transferred to any heir or other person named in a will or bequest, and the estate shall have no interest in the membership.

**ARTICLE IV**  
**PAYMENT OF DUES AND CHARGES**

**4.1 STATEMENTS AND PAYMENTS**

Monthly statements are prepared on the first day of each month and normally mailed within two (2) to three (3) working days thereafter. Payment is due and must be received (not merely postmarked) by the 15<sup>th</sup> of the following month. A \$25.00 late charge will be added to all outstanding balances not timely paid each month. Notwithstanding the foregoing, Club Management may place any Member on a cash basis for any or all services otherwise provided for credit, at any time. Club Management may, at its election, require all Members to keep an active major credit card number and billing information on file together with an authorization for Club Management to bill to such credit card for purposes of collection of delinquent amounts pursuant to the provisions of Section 4.2(b) below.

**4.2 PAST DUE, DELINQUENCY AND REVOCATION**

- (a) 30-Days Past Due: If a Member's account becomes thirty (30) days past due, the Member will be notified by mail and/or telephone that his or her charging privilege has been suspended.
- (b) 60-90 Days Past Due: Any Member whose account becomes sixty (60) days past due will be notified by certified mail and/or telephone that his or her membership privileges will be suspended if payment is not received within 10 days. The fact of this delinquency may be posted at the Club. The Club Management may automatically bill any Member's account which is more than sixty (60) days past due to any major credit card of said Member on file at the Club.
- (c) 90 Days Past Due: The membership of any Member whose account is more than ninety (90) days delinquent will be notified by certified mail and telephone that his or her membership privileges have been suspended and that his or her membership will be revoked and forfeited to Club Management if payment is not received within ten (10) days. Such forfeiture shall not prejudice or affect in any manner the right of the Club Management to collect such delinquent indebtedness. Member agrees to pay all cost of collection incurred, including but not limited to collection agency fee and attorney fees, whether or not any legal proceeding is initiated. In any action to collect indebtedness of member, the prevailing party shall be entitled to recover its costs, disbursements and attorney fees in connection with such action and appeal or review. Any Member whose membership has been revoked shall forfeit his or her right to a Reissuance Fee under Section 2.5(b) above. The Club Management may automatically bill any Member's account which is more than ninety (90) days past due to any credit card of said Member on file at the Club.

- (d) Frequent Delinquency Revocation: The membership of any Member whose account comes more than sixty (60) days past due three (3) times in any twelve (12) month period either consecutively or nonconsecutively, may, at Club Management's election, be revoked and forfeited. Such forfeiture shall not prejudice or affect in any manner the right of Club Management to collect such delinquent indebtedness. Any Member whose membership has been revoked shall forfeit his or her right to Reissuance Fees under Section 2.5(b) above.

#### **4.3 RETURNED CHECKS**

All Members shall be charged an additional twenty dollars (**\$20.00**) on their next statement for any checks returned from the bank for insufficient funds or Club Management's actual cost of recovery, whichever is greater.

#### **4.4 CREDITING OF ACCOUNT**

Members with any questions regarding charges on their statement should contact Club Management's accounting office. All bills must be paid in full, and any credits due to the Member will be credited on the following month's statement. Under no circumstances may a Member adjust his or her own account. A credit may never be taken against any initiation fee or deposit.

**ARTICLE V**  
**INFRACTIONS AND DISCIPLINE**

**5.1 VIOLATIONS**

Any Member who violates these Rules is subject to suspension and/or immediate revocation of membership. All members found to be in violation of the Rules may be denied all Club privileges, including the privileges of charging goods and services. This denial of privileges may apply to one or more family members in Club Management's sole discretion.

**5.2 SUSPENSION**

- (a) Club Management shall at all times have the absolute right to suspend for a definite or indefinite time the membership privileges of any Member who has violated any rule, regulation or policy established by Club Management or whose behavior is disruptive to the operation of the Club.
- (b) A suspended Member shall be required to pay monthly dues during the period of suspension. A suspension may be lifted by Club Management, in its sole discretion, upon receipt of evidence that any wrongs committed have been redressed and any offensive behavior will not be repeated.

**5.3 NOTIFICATION OF VIOLATIONS**

Club Management shall prepare a written notice within thirty (30) days of an infraction, describing the violation, noting all parties involved, and specifying the penalty established. This notice shall be mailed to the Member and a copy of the notice shall be placed in the Member's file.

**5.4 HEARING FOLLOWING SUSPENSION**

- (a) A Member whose membership is suspended may request a review hearing to be held before the Manager or, if the Member does not wish the hearing to be held before the Manager, he or she may so advise the Club Management, at which point the hearing will be conducted in front of a committee made up of the membership advisory board. The Member's request for a hearing must be delivered to Club Management not more than fifteen (15) days following the date upon which the Member receives the notice of suspension.
- (b) The review hearing will be conducted within thirty (30) days from the date that the Member's request for hearing is delivered to Club Management. The Member may attend in person or by representative. Following the hearing, the Manager or designated representative of the Club will make a decision, which shall be final and binding.

**ARTICLE VI**  
**HOUSE AND GROUNDS RULES**

**6.1 HOURS OF OPERATION**

The schedule of operation for the various facilities within the Club shall be published or posted at the Club, but is subject to change to accommodate special events. The clubhouse Pub may be closed to Members every Monday, except on holidays which fall on Monday and except for special events. The entire Club, including the golf course, will be closed on December 25<sup>th</sup>. The schedule of operation is also subject to change due to weather conditions.

**6.2 SPECIAL FUNCTIONS**

Club Management shall endeavor to publish all special Member functions in the Club or post such functions at the Club, including dinner dances, banquets and special social functions.

**6.3 CHARGING PRIVILEGES**

Members have the option of paying for the purchase of merchandise, food and beverages, and services in cash or by a charge to their membership billing account. Club Management reserves the right to suspend or place limits upon a Member's charging privileges or require a deposit from a Member.

**6.4 GUESTS**

Members may bring guests to the Club at designated times and subject to such rules and policies established by Club Management, including the payment of applicable guest fees. Every guest is limited to twelve (12) visits per year, with a maximum of one (1) visit per month. Members are responsible for the conduct of, all obligations and debts incurred by, and any damage caused by, their guests. Guests playing golf must be in the company of their host Member at all times unless otherwise approved by Manager, in its sole discretion. Club Management, in its sole discretion, may deny guest privileges to any individual.

**6.5 MINORS**

- a) Any unmarried dependent child under the age of twenty-four (24) years who is a full-time student is considered a minor for the purpose of these Rules. However, a person between (18) and twenty-four (24) years of age owns a membership is not considered a minor.
- b) Member parents or guardians of minors are directly responsible for the actions of their minor children and guests' children. In the event of violations of these Rules or other policies by minors, restrictions may be imposed on family use of the club.
- c) Alcoholic beverages may not be sold to any person under the age of twenty-one (21). Minors are not permitted in any bar lounges or card rooms.
- d) Minors under the age of fourteen (14) years entering the Club must be accompanied by and supervised by an adult Member at all times, except when properly qualified and enrolled in any junior golf program.
- e) Use of the Club by minors may be limited or restricted.

## **6.6 PROPER CONDUCT**

Members are to conduct themselves in a manner which will not interfere with other Members' or their guests' enjoyment of the Club. Obnoxious or abusive language and rude or boisterous behavior is prohibited.

## **6.7 REPORTING INJURIES**

Any injury in persons or damage to property should be reported immediately to the General Manager or to other responsible staff member.

## **6.8 DRESS CODE**

### **Golf**

Acceptable: Shirts with collars (gentlemen), mock turtle necks (gentlemen), Shoes, blouses/shirts with shoulder straps of at least 2" in width (women) and shorts and skirts no shorter than mid-thigh.

Not Acceptable: Blue jeans (pants, shirts or skirts), tank tops with straps of less than 2", halter tops, spaghetti straps, spandex pants/shorts, sweat pants, collarless t-shirts, cut-offs, football or sports jerseys, bathing suits, running shorts, etc. No ripped, torn, or excessively soiled clothing will be allowed.

Exceptions: Any exceptions to the above policy may be made by Management staff if deemed to be appropriate golf attire.

### **Clubhouse**

Before 6:00pm – For the Pub, Dining Room, Deck and Adjacent areas:

**ARTICLE VII**  
**GOLF**

**7.1 GENERAL**

- (a) Golf rules, regulations, procedures, and policies may be established from time to time by Club Management and will be available in then pro shop. Such rules, regulations, procedures, and policies shall supplement these Rules.
- (b) Every player must adhere to the Club's posted policy with respect to shoe wear, as the Club is a spikeless facility. Every player must also have a set of golf clubs and a golf bag. Golfers must carry their membership cards or guest identification while playing and must provide the same for inspection if requested.
- (c) Members are required to familiarize themselves, their family and their guests with the rules and etiquette of golf as outlined in United States Golf Association (USGA) handbook. Failure to abide by USGA rules is considered a violation of these Rules.

**7.2 STARTING**

- (a) Subject to Subparagraph (b) below, golf play is to begin on the first tee of the first nine holes and then proceed to the second nine holes to complete eighteen holes.
- (b) Club Management may direct players to begin play on the second nine holes and thereafter play the first nine holes. Players may also be directed to start on a hole other than the first or tenth hole in order to accommodate a "shotgun start" or a similar type of start.
- (c) All players must register with the pro shop at least ten (10) minutes before commencing play, so that the starter may control traffic on the course.

**7.3 WEEKDAY TEE RESERVATIONS**

Tee reservations for golf on weekdays may be made according to the Club Management's posted or published policies.

**7.4 WEEKEND AND HOLIDAY RESERVATIONS**

Tee reservations for golf on weekend days and holidays may be made according to Club Management's posted or published policies. Guest play will be limited pursuant to the Club's posted policy on guest play unless the Member has obtained prior approval from the Manager of the Club's Head Golf Professional.

**7.5 DESIGNATED TEE TIMES**

Club Management may, from time to time, designate tee times only for primary Members. These designated tee times will be published in the Club newsletter and posted at the Club.

**7.6 PRACTICE**

When practicing, members are to use the driving range and practice range only. Under no circumstances are the regular tees, greens or fairways to be used as practice areas. When playing the course, each player may have only one ball in play at all times, except when, pursuant to USGA Rules; a provisional ball is to be played.

**ARTICLE VIII**  
**EXERCISE ROOM**

**8.1 GENERAL**

If Club Management deems it in the best interest of the Club, it may reserve the use of the exercise room or any part of the exercise room for special functions or other appropriate purposes.

**8.2 USE OF FACILITES**

- (a) A fitness director will not be on duty. All questions regarding use of the equipment should be referred to Club Management.
- (b) Exercise equipment must be used in accordance with any posted instructions and in accordance with any instructions of the Club personnel.
- (c) No one under the age of 14 may be in the fitness room without being accompanied by an adult.

**8.3 ILLNESS, MEDICAL CONDITIONS**

Persons with a physical or neurological disabilities, or a responsible adult accompanying that person, must advise the club personnel of such conditions

**8.4 PROHIBITED ACTIVITIES**

- (a) Horseplay, profanity, disruptive conduct, smoking, and eating are strictly prohibited in the fitness room.
- (b) Alcoholic beverages are not permitted in the exercise room except in areas designated by Club Management.
- (c) All jewelry and watches must be removed prior to exercising.

**8.5 DRESS CODE**

Appropriate exercise attire must be worn at all times in the exercise room, as may be determined from time to time by Club Management. Shirts and shoes must be worn at all times in the exercise areas.



**Article IX**  
**SWIMMING POOL**

**9.1 DRESS CODE**

Acceptable apparel will include swimsuits, cover-ups, and tank tops. T-Shirts, cut offs and thong type swimsuits are not acceptable. Adult members and their guests may use the clubhouse locker rooms. All persons attired in bathing suits must remain in the pool and patio area only.

**ARTICLE X**  
**FOOD AND BEVERAGE**

**10.1 SERVICE HOURS**

The service hours of the different food and beverage departments will be published at the Club's front entrance or posted at the Club.

**10.2 MEMBER RESTRICTIONS**

- (a) Members are not permitted in the kitchens or other "back of the house" areas.
- (b) Members may not bring food or beverages onto the Club that are not purchased at the Club unless the Member has obtained prior permission of the General Manager.

**10.3 BANQUETS AND SPECIAL FUNCTIONS**

- (a) The Catering Director should be contacted for information and reservations regarding banquets and special functions.
- (b) All reservations for banquets and special functions require a deposit payment.
- (c) Available dates must be reserved as soon as possible but no later than fourteen (14) working days prior to the available dates.
- (d) The number of guests attending must be guaranteed three (3) working days before the function date.
- (e) The food and beverage staff will prepare five percent (5%) more than the guaranteed quantity in case of extra attendance. The hosting member is required to pay the costs of the guaranteed quantity as well as the cost of any additional service rendered above this quantity. Payment must be made in full in cash or by check no later than the day of the function and may be charged to a Member's account.

**10.4 LIQUOR**

Liquor law violations are not permitted at the Club. It is illegal for any person to bring alcoholic beverages into the Club for the purpose of consumption or storage. It is also illegal to remove alcoholic beverages from the Club. Club Management employees may refuse to serve alcoholic beverages to any Member or guest who appears to be intoxicated. Minors may not purchase or consume alcoholic beverages anywhere at the Club.

**10.5 CANCELLATION POLICY**

- (a) If necessary, the Club Management reserves the right to cancel service or change reserved dates not less than thirty (30) days prior to the date of a reserved function. In the event of a cancellation, one hundred percent (100%) of the room reservation deposit will be refunded.

- (b) Any Member who cancels a reservation more than one hundred eighty (180) days before the function date will receive one hundred percent (100%) refund of the room deposit. Any Member who cancels a reservation less than one hundred eighty (180) days before the function date shall forfeit all of his or her room reservation deposit. A Member must give notice of a cancellation in writing and no partial refunds are given for any reservations cancelled after the one hundred eighty (180) day cancellation described above.
- (c) A Member who cancels a reservation less than three (3) days prior to the scheduled time of the event will be obligated to pay all costs of the event.

**ARTICLE XI**  
**MISCELLANEOUS**

**11.1 BINDING EFFECT; INDEMNIFICATION**

In consideration of the rights and privileges of membership, each Member agrees, on his or her own behalf and on behalf of his or her family and guests, to be bound by these Rules. Furthermore, each Member agrees to hold the Owner of the Club, Club Management, Manager, and their employees and agents harmless, to indemnify said parties, and to provide a defense by counsel of Club Management's choosing from any claim, liability, damage, or loss which results from or is connected with any violation of these Rules by the Member or his or her family and guests, any use of the Club by the member or his or her family or guests, or any dispute arising in any manner from membership.

**11.2 RELEASE AND DISCLAIMER**

While using the Club or participating in Club events, whether at or off the Club, Members and their family and guests are charged with the responsibility of using proper judgement and caution at all times. The Owner of the Club, Club Management, the Manager and their employees and agents do not assume any liability for injuries caused to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from the use of the Club. Consequently, any Member, guest or other person who uses or accepts the use of the Club or service, or engages in any athletic contest, exercising or other activity, either at or off the Club, does so at his or her own risk and shall defend, indemnify, and hold harmless the Owner of the Club, Club Management, the Manager and their employees and agents harmless from any injury, damage, claim, loss, or liability resulting from such use or engagement. Each Member agrees to release the Owner of the Club, Club Management, the Manager and their employees and agents and waives any cause of action which a Member, or anyone claiming by, or through said Member might now or hereafter have against said parties due to any injuries cause to or incurred by any Member or his or her family or guests or for damage to or loss of property resulting from their use of the Club.

**11.3 PERSONAL PROPERTY**

Each Member and his or her family and guests are responsible for their own personal property. Club Management is not responsible for lost property or articles stolen from anywhere at the Club and specifically disclaims any such responsibility. Property left by any person at the Club and not claimed within thirty (30) days may be disposed of without notice. No bailment is intended, nor created by the preceding sentence.

**11.4 LIABILITY FOR DAMAGE OR INJURY**

- (a) Each Member is responsible for any damage to the Club or property caused by the member, his or her family members, or guests, and such Member shall promptly reimburse the Club Management for all costs and expenses incurred to repair or replace such damaged facility or property.

- (b) Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball entering onto adjacent land is the sole responsibility of the golfer striking the ball. Neither the Owner of the Club or Club Management shall be responsible for such injury or damage. In the event of such injury or damage, the Member shall attempt to contact the land owner of resident at the time of the incident and also report the incident to the golf shop upon completion of the play or sooner as the situation may warrant. Failure to do so will constitute a violation of these Rules and may be grounds for disciplinary action.