



FALMOUTH COUNTRY CLUB  
MEMBERSHIP PLAN



## **SECTION 1**

### *Membership Privileges*

#### **1.1 DESCRIPTION OF MEMBERSHIP PRIVILEGES**

This Membership Plan (the “Plan”) describes an opportunity for Members to acquire a non-refundable, non-equity membership at the private Falmouth Country Club (the “Club”). A description of the Club and the rights, duties and obligations of both the holders (the “Members”) of such revocable licenses (the “Memberships”) and the Club are set forth in the following pages. Each person or entity acquiring a membership will be entitled to use the Club Facilities in accordance with the terms and conditions of this Membership Plan and the Rules and Regulations of the Club.

## **SECTION 2**

### *Offering of Memberships*

#### **2.1 REVOCABLE LICENSE**

The Membership opportunities offered by the Club are, in each instance, a non-transferable, revocable license to use the Club’s Facilities in accordance with this Plan and the Rules and Regulations established by the Company from time to time. As such, each Membership is terminable for cause by Golf Traditions, Inc. at any time. Each Member (Individual, Family, Young Adult, Social or Corporate) shall be entitled to use of the Club’s Facilities in accordance with the privileges granted by his or her category of Membership. Members have no right to vote on any matters affecting the Club and are not obligated to pay any operating or capital assessments or losses of the Club, at any time. Accordingly, no Member has any legal, beneficial, proprietary or equitable interest in any assets or income associated with the Club, nor does a Member acquire any right to use any of the Club’s Facilities, which are not set forth in this Plan or in schedules published by the Company from time to time. Membership in the Club is subject to advance payment of the required dues and fees and compliance with the Club’s Rules and Regulations. Except for lifetime or ten-year memberships, a Membership must be renewed on an annual basis by the payment of applicable annual membership dues.

#### **2.2 MEMBERSHIP CATEGORIES**

##### **2.2.1 INDIVIDUAL GOLFING**

An Individual Membership entitles one individual use of the facilities of the Club as well as those same privileges at any Club owned and/or operated by Harris Golf, for a surcharge.

##### **2.2.2 FAMILY GOLFING**

A Member and that Member’s family- either a legally married husband and wife, or any two (2) unmarried adults residing in the same house, and their unmarried children age twenty-three (23) or younger (if residing at home, and attending school on a full time basis) shall be entitled to use the Club’s Facilities as well as those same privileges at any Club owned and/or operated by Harris Golf, for a surcharge. A child who has enjoyed continuous, uninterrupted privileges under a couple membership shall be eligible for a membership upgrade to his/her own membership at such time as he/she no longer enjoys privileges under the family’s membership, upon payment of the applicable dues.

##### **2.2.3 YOUNG ADULT GOLFING**

An Individual Membership entitles one individual age 18 to 35 use of the facilities of the Club as well as those same privileges at any Club owned and/or operated by Harris Golf, for a surcharge. A Young Adult Membership shall terminate upon reaching the age of 36. At that time, however, the Young Adult Member may upgrade to Individual Golfing upon payment of the applicable dues.



#### **2.2.4 YOUNG ADULT FAMILY GOLFING**

A Member and that Member's family- either a legally married husband and wife, or any two (2) unmarried adults age 18 to 35, residing in the same house, and their unmarried children age eighteen (18) or younger (if residing at home, and attending school on a full time basis) shall be entitled to use the Club's Facilities as well as those same privileges at any Club owned and/or operated by Harris Golf, for a surcharge. A child who has enjoyed continuous, uninterrupted privileges under a couple membership shall be eligible for a membership upgrade to his/her own membership at such time as he/she no longer enjoys privileges under the family's membership, upon payment of the applicable dues.

#### **2.2.5 INDIVIDUAL SOCIAL**

An Individual Social Membership entitles one individual to use the facilities of the Club, except for golf. Golf privileges will be available anytime in the "shoulder seasons" and after 12 noon from June 15<sup>th</sup> to September 15<sup>th</sup> at a reduced rate. Social Members will not be eligible for Club tournaments and league play.

#### **2.2.6 FAMILY SOCIAL**

A Member and that Member's family- either a legally married husband and wife, or any two (2) unmarried adults residing in the same house, and their unmarried children age twenty-three (23) or younger (if residing at home, and attending school on a full time basis) to use the facilities of the Club, except for golf. Golf privileges will be available anytime in the "shoulder seasons" and after 12 noon from June 15<sup>th</sup> to September 15<sup>th</sup> at a reduced rate. Social Members will not be eligible for Club tournaments and league play.

#### **2.2.7 CORPORATE GOLFING**

A Corporate Membership shall be available to any bona fide ongoing business entity (partnership, company, trust, or other entity) that has been in legal existence for more than one year. A business that is formed for the purpose of purchasing a Corporate Membership shall not qualify for this Plan. The holder of a Corporate Membership may designate in writing up to three (3) bona fide principal, partner, director, officer, shareholder or employee, OR a beneficiary or settlor (if the membership is held in the name of a trust), as Designee and spouse, each of whom shall complete an informational application and be above the age of eighteen (18). Each Designee shall be responsible for payment in full of their particular annual Dues. A Corporate Member may designate a new Designee under the membership at any time; however, such designation must be made in writing and may only be requested once before April 1<sup>st</sup> of each year. The Designee, or any substitute Designee, shall be subject to approval of the Company. Each Designee and the Corporate Member business entity shall be jointly and severally liable for all fees and other charges incurred by said Designee and any of their guests. Designee may bring guests to use the Club facilities. Each Corporate Member may sponsor up to four (4) unaccompanied guests per day, subject to tee time availability and the discretion of the Company.

#### **2.2.8 DINING MEMBERSHIP**

A dining membership shall allow access to the Clubhouse's Dining Room and "Club Room" (bar) area. The annual dues shall include the primary member as well as any immediate family member living in the same household.

### **2.3 MEMBERSHIP APPLICATION**

#### **2.3.1 Application Process**

An applicant shall submit a completed membership application, together with any required Initiation Fee and the requisite annual dues in such amount as is applicable for the particular category of membership sought at the time of application. The application shall be submitted for approval by Golf Traditions, Inc.

#### **2.3.2 Acceptance of Membership**

The application shall be reviewed by the Board of Directors of Golf Traditions, Inc. and voted upon within two (2) weeks after submission. If accepted, the Member shall be promptly notified in writing. If the application is rejected, any fee paid with the application shall be returned to the applicant, without any interest.



#### **2.3.4 Waiting List**

If an application is accepted, but no memberships are available in the particular membership category requested, the applicant shall be notified in writing. The applicant will then have the opportunity to join the Club as a member of a Social category of their choosing. The Social membership will entitle the applicant to use of the Club facilities with the exception of golf privileges, which will be made available to the Social Member for the current Member's guest rate. The Company will notify members on the waiting list when the opportunity becomes available for full golf membership status. The applicant shall be so notified, and the applicant shall have (15) days to confirm his/hers/its memberships in writing, and to pay dues for the Membership year on a prorated basis. If the applicant fails to make such confirmation within the (15) day period, the applicant will remain at Social Membership status and be removed from the waiting list.

BY SUBMITTING AN APPLICATION FOR MEMBERSHIP, THE APPLICANT ACKNOWLEDGES AND AGREES THAT THE MEMBERSHIP IS A REVOCABLE LICENSE AND THAT ALL RIGHTS IN AND USE OF THE CLUB FACILITIES ARE ACQUIRED IN ACCORDANCE WITH AND LIMITED BY THIS PLAN.

#### **2.5 TAX CONSEQUENCES OF ACQUIRING A MEMBERSHIP**

Golf Traditions, Inc. makes no representations and expresses no opinions regarding the federal, state or local tax consequences of acquiring a Membership. All persons acquire their Membership subject to all applicable tax laws, as the same may be amended from time to time.

### **SECTION 3**

#### *Resignation or Termination of Membership*

#### **3.1 RESIGNATION**

Members are not permitted to transfer their Memberships. Memberships are non-transferable and non-proprietary revocable licenses and as such, a Member may only resign his or her Membership by giving the Company written notice of the Member's desire to resign. Resignation is effective as of the end of the Club Membership Year in which notice of resignation is given. The resigned Member shall remain liable for any unpaid balance on his or her Club account and all dues through the end of the Club Membership Year of resignation.

#### **3.2 LEAVE OF ABSENCE**

Requests for Leaves of Absence shall be submitted to the Company. Such requests may be granted in the sole discretion of the Company as it may determine from time to time, and upon payment by the member of a \$500 Administrative Fee. In no event shall a leave be granted for more than one Club Membership Year, or for a portion of a Club Membership Year.

#### **3.3 DEATH OF A MEMBER**

Upon the death of a Member, the Membership will automatically pass to the surviving spouse. If the surviving spouse renounces the Membership, the Membership will be treated as resigned. If the deceased Member is not survived by a spouse, the devisee or heir of the deceased Member, shall have the right to apply for Membership and, if eligible and approved, become a Member, provided such successor Member assumes and agrees to pay any unpaid balance on the Club account of the deceased Member, together with an amount equal to the difference between the Initiation Fee paid by the deceased Member and the Initiation Fee then in effect. If the deceased Member's devisee or heir chooses not to apply for Membership or is not approved for Membership, the Membership shall be treated as resigned. Application must be made no later than thirty (30) days after the death of the deceased Member by the devisee or heir of the deceased Member. Failure to apply for Membership within the time period provided will permit the Company to treat Membership as resigned. Memberships will not be reserved during the pendency of probate proceedings or will contests.

#### **3.4 LEGAL SEPARATION OR DIVORCE**

If married persons, with a Couple Membership or Family Membership, are legally separated or divorced, the Membership shall vest in the spouse awarded the Membership by court decree or by separation agreement. In the absence of an agreement between separated spouses allocating the Membership to one of them, both spouses may continue utilizing the Club unless the Company is otherwise directed in writing, signed by both spouses. Upon divorce, the ex-spouses shall deliver to the Company a court decree or their joint written agreement allocating the



Membership to one (1) of them, or their Membership privileges may be suspended (although dues will continue to accrue) upon notice from the Company until compliance with these rules. Both spouses (or ex-spouses, as the case may be) shall remain jointly and severally liable for all dues and other charges on the Company account until notification to the Company, or resignation in accordance with this Plan.

### **3.5 TERMINATIONS AND SUSPENSION OF MEMBERSHIP**

Golf Traditions, Inc. shall have the absolute right, in its sole discretion, to censure, suspend, or terminate the Membership of any Member for "Cause" if the Member or the Member's family or guests conduct shall be deemed by the Company to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members or that is otherwise improper, including, without limitation if the Member, the Member's family or guest has:

- (a) Submitted false information on the application for Membership or for guest privileges;
- (b) Allowed his or her Membership card to be used by another other than the designated holder;
- (c) Exhibited unsatisfactory behavior, deportment or appearance;
- (d) Failed to pay any amount owed to the Company (including dues) in a proper and timely manner; or
- (e) Failed to abide by the terms and conditions of this Plan or by the Rules and Regulations established from time to time by the Company.

Members shall be afforded an opportunity to be heard before the Board of Directors of Golf Traditions Inc. prior to any final determination on suspension or termination. Upon request of the Company, any Member whose Membership is terminated or suspended shall forthwith peacefully leave the Club property and surrender his or her Membership card(s). While any Member is terminated or suspended from the Club, the Member shall not have the privilege of using the Club's facilities for any purpose (whether as a guest or otherwise).

#### **3.5.1 TERMINATION**

Any Membership that is terminated for "Cause" will be treated as a resigned Membership.

#### **3.5.2 SUSPENSION**

Golf Traditions may at any time restrict, censure or suspend for such a period of time as it determines, in its sole discretion, for any one or more of the Causes described above, any Member's rights to use any or all of the Club's Facilities. The Company may also establish any such reasonable requirements deemed appropriate as a condition to the reinstatement of any Member. No such Member on account of any such restriction or suspension shall be entitled to any Refund or abatement of any Initiation Fee, Membership dues or other fees or charges. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing. The Company may state conditions to reinstate the Member to good standing.

### **3.6 CONTINUING OBLIGATION FOR CLUB CHARGES AND DUES**

Notwithstanding any termination or suspension of Membership, the terminated or suspended Member shall remain liable for any unpaid balance on his or her Club account, including dues and other charges.

## **SECTION 4**

### *Member and Non-Member Privileges*

#### **4.1 USE OF THE CLUB FACILITY BY A MEMBER**

Members in good standing as defined in *Section 2* will have full use of the Club during the normal hours and days of the operating season. Membership benefits will include: no green fees (for Golfing Members), preferred guest rates for Golfing and Social Members, access to Club tennis courts, access to Club pool, reciprocity at other Golf Clubs with whom the Club has an arrangement, locker rooms, GHIN handicapping services and invitation to golf and social events offered by the Club.

#### **4.2 USE OF THE CLUB FACILITIES BY A GUEST OF A MEMBER**

Members may have guests use the Club Facilities in accordance with the Rules and Regulations of the Club. The Company may limit the number of guests and the number of times a particular guest may use the Club Facilities during each membership year. The Member will be responsible for the payment of charges incurred but not paid by



his or her guests within the customary billing procedures of the Club, including any applicable daily guest fees established by the Company from time to time. Members will be responsible for the behavior and actions of their guests.

#### **4.3 USE OF THE CLUB FACILITIES BY OTHER NON-MEMBERS**

Unaccompanied guests, members of reciprocal clubs and/or employees of the Club may enjoy limited privileges from time to time which shall not include use of recreational amenities such as pool complex, tennis courts and fitness room, unless accompanied by a Member. As well, the Company reserves the right to host golf tournaments, golf outings and other special events. All such non-member uses and privileges shall be upon such terms and conditions as may be determined by Golf Traditions, Inc. in its sole discretion.

#### **4.4 RECIPROCAL PRIVILEGES**

The Company will negotiate reciprocal membership benefits for FCC Members at other Maine courses. FCC members may play other courses owned and/or operated by Harris Golf, for a surcharge. Additionally, FCC Members may play in all Club tournaments and events at other courses owned and/or operated by Harris Golf.

### **SECTION 5**

#### *Club Operations*

#### **5.1 MANAGEMENT AND CONTROL OF CLUB FACILITIES AND OPERATION OF CLUB**

The Club and all Club facilities are operated by Golf Traditions, Inc., a Maine corporation (the "Company.") The Company shall establish the guidelines and fees for use of the Club Facilities, determine which facilities will be available to Members of the Club and their guests, and upon what terms and conditions, and shall reserve the right except as otherwise qualified in this Plan, to change the same from time to time. The Company will be hiring experienced golf professionals and golf industry personnel to manage all Club operations. The Company is solely responsible for the governance and administration of the Club Facilities and the Club, and will have the exclusive authority to accept members, set dues and charges, establish rules and regulations and control the management and affairs of the Club Facilities and the Club.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY OR RELATED ENTITIES MAY, AT ANY TIME: (A) SELL THE CLUB FACILITIES, OR ANY PART THEREOF, TO A THIRD PARTY, AND/OR (B) CONTRACT FOR THE MANAGEMENT OF THE FACILITIES, OR ANY PART THEREOF, BY A THIRD PARTY. THE LISTING OF THESE OPTIONS IS NOT INTENDED TO, NOR DOES IT, LIMIT THE RIGHTS OF THE COMPANY TO CHANGE OR MODIFY ITS OPERATIONAL AND/OR LEGAL STRUCTURE.

#### **5.2 CLUB FACILITIES**

The Club Facilities include one Brian Silva-designed 18 hole private golf course, clubhouse featuring dining facilities and lounge, pro shop, function space, locker rooms, pool complex and snack bar, golf practice facility and tennis courts. Falmouth Country Club is an 18-hole, private country club catering to its members in all ways possible.

#### **5.3 ADDITIONAL CLUB FACILITIES**

THE COMPANY MAY IN ITS SOLE AND ABSOLUTE DISCRETION ALTER, ADD TO OR SUBTRACT FROM THE AMENITIES OR FACILITIES OF THE CLUB AT ANY TIME, IN ANY MANNER AND TO ANY EXTENT.



## **SECTION 6**

### *Dues and Charges*

#### **6.1 DUES**

The Company will determine the amount of dues, fees and charges to be payable by Members each year. Members must pay the annual Membership dues each year by January 1<sup>st</sup>, annually in advance. Members, who resign or are terminated for cause during a Membership year, are not eligible for a refund of dues paid. Dues are not transferable. Dues may also vary according to category and type of Membership.

##### **6.1.1 NON-PAYMENT OF DUES**

Members not paid by March 21st shall no longer be considered "in good standing" and their membership privileges will be suspended. If the member's privileges are suspended, the member will have a 60 day period beginning March 21st in which they may apply for Membership. Upon board approval, the membership will be reinstated after payment of dues in full, plus a \$500 Reinstatement Fee. Failure to reinstate the membership by May 21st will result in termination of that membership. If termination occurs, the member may not reapply to the Club until or after May 21st, of the following year.

##### **6.2 FOOD MINIMUM**

Members of the Club must spend a minimum of \$75 in the restaurant each month. At the end of each month the difference between food charges, if any will be billed to the members card on file. The food minimum does not include purchases of food or beverage made in the golf shop, or beverage cart. Annually expiring minimums are only available during promotions and at the time of purchase are \$1152 and expire at the 12 month anniversary of the membership. The annual minimum accounts for an additional 28% tax and gratuity on top of the F&B subtotal of \$900. The annual F&B minimum can be used in any proportion of the food, beverage, tax and gratuity. Any other prepayments of F&B minimums are still responsible for the \$75 monthly expiring minimum.

##### **6.3 HOLE IN ONE INSURANCE**

All Corporate Golf, Individual Golf, Family Golf, Young Adult Individual Golf, Young Adult Family Golf, Lifetime, Ten Year, Harris Gold and International Golf Members will be automatically charged \$11 toward "Hole in One Insurance" upon a.) renewal of existing membership, b.) establishment of new membership or c.) January 1st ("c" applies to Lifetime and other non-annual but recurring memberships). This collective fund has been set up in the event of a member's hole in one, and is maintained to never fall below a minimum balance of \$500. When the balance is depleted (ie, falls below the minimum threshold) due to multiple "Hole in One" events, participating members as previously detailed in this section shall be charged an additional \$11 to replenish the fund. This replenishment may occur multiple times in a single season. Non-golfer Social Members shall not be responsible for participating in Hole in One Insurance unless they participate in golf. On the first playing of a round of golf at the Club, a Social Member will be charged the \$11 fee and made part of the insurance "plan".

##### **6.4 CHARGE PRIVILEGES**

Members of the Club in good standing shall be granted Club Charge Account privileges. As a condition of membership, The Company shall receive authorization to charge each Member's credit/debit card (information to be held on File by the Company) on an automatic basis each day in order to pay for that day's charges. Purchases not made on a Member's Charge Account may be paid for by check or credit/debit card at the time of purchase. Additionally, and not by way of limitation, the Company may, at its option, take whatever action it deems necessary to effect collection of delinquent accounts. If the Company commences any legal action to collect any Club accounts owed by any Member of the Club, or to enforce any other liability to the Company by a Member, and if judgment is obtained by the Company, such Member shall also be liable for all costs and expenses of such legal action, including attorneys' fees and costs (including such fees required in connection with appeal proceedings).

##### **6.5 JOINT AND SEVERAL LIABILITY**

When a Membership is issued to a married Member who indicates that the Member's spouse will enjoy the privileges of Membership, both the Member and spouse shall be jointly and severally liable for all dues, fees, charges and liabilities associated with such Membership. Each Corporate Member Designee shall be jointly and severally liable with the Corporate Member for all dues, fees, charges and liabilities charged or incurred on behalf of that Designee and guests of the Corporate Member. All such Members shall remain jointly and severally liable as stated, unless and until the Company receives notice terminating responsibility, coupled with the resignation of the





person that is no longer claiming responsibility for subsequent dues, fees and charges. Such notice and resignation shall not absolve or release the person or persons from responsibility for dues, fees and charges incurred prior to receipt by the Company of the notice and resignation.

## **SECTION 7**

### *Loss or Destruction of Property or Instances of Personal Injury*

#### **7.1 LOSS OR DAMAGE TO PERSONAL PROPERTY**

The Company shall not be responsible for any loss or damage to any personal property left or stored on the Club's property or in facilities provided by the Club. All such personal property shall be and remain the responsibility of the Member and the Member agrees, as a condition of Membership, to indemnify and hold the Company harmless from and against all damages, claims or losses (including attorneys' fees and costs) arising out of the use of the Club or its facilities for the storage of any Member's personal property left or stored at the Club or in facilities provided at the Club.

#### **7.2 MEMBER LIABILITY FOR PROPERTY OR PERSONAL INJURY**

No person shall remove from the Club facilities any property belonging to the Club or the Company without prior written authorization of the Company. A Member shall be liable for all property damage and personal injury which occurs at the Club or at any activity or function operated, organized, arranged, permitted or sponsored by the Club, when such property damage or personal injury is caused by the Member, or by any guest or lessee of the Member or by any member of the Member's family. Such Member, by accepting Membership, agrees to indemnify and hold the Company harmless from and against all injuries, damages, claims or losses (including reasonable attorneys' fees) caused directly or indirectly by Member, Member's guests or any person entitled to use Member's Membership privileges.

#### **7.3 ASSUMPTION OF RISKS**

Any person who, in any manner, (i) makes use of, (ii) accepts the use of, or (iii) permits family member to use, (a) any property owned, lease or operated by the Company, or (b) any privilege or service provided for at the Club, acknowledges that he or she is voluntarily using or accepting such property, privileges or services with knowledge of the risk of possible injury to himself or herself, or to a member of his or her family, and as such, agrees and does accept any and all risk of injury to himself or herself or to a member of his or her family, sustained while using or accepting such property, privilege or service at the Club. Any person who engages in any event, including, without limitation, any contest, tournament, game, league, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or removed from the Club Facilities, agrees that he or she is voluntarily participating in such event with knowledge of the risk of injury to himself or herself and as such, agrees to accept any and all risk of injury to himself or herself, sustained while participating in such events. In accepting the risk under this provision, each Member understands that he or she is relieving the Company and those employed by it or affiliated with the Club, from any and all loss, cost, claims, injury, damages or liability sustained or incurred by the Member, his or her guests, lessees and family members resulting from or arising out of any use, service, property, privilege, conduct or event described above in this provision and will indemnify and hold the Company harmless from and against all damages, claims or losses arising out of the same, including reasonable attorneys' fees and costs.

## **SECTION 8**

### *Miscellaneous*

#### **8.1 RELY ONLY ON INFORMATION IN THIS MEMBERSHIP PLAN**

No person is or has been authorized to give any information or make any representations with regard to the Club, the organization and operation of the Club, or the membership in the Club, which contradicts or purports to enlarge upon the information contained in the Club Documents. If you receive any representation other than what is written here, such information must not be relied upon as having been authorized by the Company, and please notify the Company in writing.





## **8.2 MISCELLANEOUS**

Each person desiring to obtain a membership should carefully read the “Club Documents”. Each Member is responsible for complying with the Club’s Rules and Regulations and this Plan. Only the Directors of the Company can answer questions concerning the Memberships available at the Club, or this Plan. The Company has implemented this Membership Plan, and the Rules and Regulations, under which Members, their families and guests will be permitted to use the Club Facilities. The terms of membership are described in this Membership Plan, the Rules and Regulations and the Membership Application (the “Club Documents”). The Company reserves the right to amend this Membership Plan and the Club Documents from time to time in its sole discretion.



## **SECTION 9**

### *Rules and Regulations*

#### **9.1 PREAMBLE**

These Rules and Regulations have been established for the Falmouth Country Club (the “Club”) to protect the Club’s golf course and other facilities and amenities (the “Club Facilities”) and to promote the health, safety, welfare and enjoyment of the Members, their families and guests and all other persons using the Club Facilities. The Club and all Club facilities are operated by Golf Traditions, Inc., a Maine corporation (the “Company.”). The Company may amend these Rules and Regulations from time to time at its discretion.

#### **9.2 GENERAL**

- a. Members, their families and their guests shall abide by all of the Rules and Regulations of the Club, as the same may be amended from time to time.
- b. The Club Facilities shall be open on the days and during the hours as may be established by the Company; said hours of operations may be changed from time-to-time, depending upon the season of the year and such other circumstances as are deemed appropriate by the Company. Areas of the Club may also be closed periodically for scheduled maintenance and repairs and to host promotional events, golf outings and tournaments.
- c. Alcoholic beverages shall not be served, sold, or consumed in or on any portion of the Club facilities unless in full compliance with applicable law. The Company reserves the right, in its sole discretion, to deny service of alcoholic beverages to any Member or guest if such Member or guest appears to be intoxicated.
- d. Members and guests are prohibited from bringing any food and beverage items onto the Club Facilities unless such items are purchased at the Club.
- e. Private functions are permitted at the Club only with prior permission of the Company. The host sponsoring the function shall assume full responsibility for the conduct of the guests. The host of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges.
- f. Dogs, cats and other pets (with the exception of seeing eye dogs) are not permitted on the Club Facilities.
- g. Members and their guests shall treat all other Members, guests and Club employees with courtesy and respect.
- h. Parking is permitted only in designated parking areas.
- i. Recreational walking, jogging, and bicycling on the golf course or cart paths is prohibited without prior written permission by the Company. Exceptions may be made for Falmouth on the Green Homeowners.
- j. No commercial advertisements shall be posted or circulated in the Club, nor shall solicitations of any kind be made on the Club Facilities, unless otherwise permitted on a case-by-case basis by the Company.
- k. No petition shall be originated, solicited, circulated or posted within the Club Facilities, unless otherwise permitted on a case-by-case basis by the Company.
- l. Fireworks and open fires are not permitted anywhere on the Club Facilities or adjacent areas, except in the case of Club Sanctioned Events, and only when arranged by the Club.
- m. Smoking is permitted only in designated areas of the Club Facilities or on the golf course itself.



- n. Members and guests are prohibited from all Club service areas.
- p. Firearms and all other weapons of any kind are not permitted in or on Club Facilities.
- q. Reservations are required for golf outings and other special functions and event, and are taken on a first-come, first-served basis by appropriate Club personnel.

### **9.3 GOLF COURSE**

- a. Members must register at the Golf Pro Shop before commencing play. All players in the same group must be present before registration.
- b. Guests must be accompanied by a Member when registering, except for unaccompanied guests of Corporate Members or for Members of reciprocal clubs, for whom prior arrangements must be made.
- c. Advance tee times are required.
- d. Twosomes and singles will be grouped with other players at the discretion of the Head Golf Professional.
- e. No more than four players are permitted in any single group.
- f. Each player must have his or her own set of clubs.
- g. Members and guests must conduct themselves according to the traditions of golf and abide by the Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA, which shall be the rules of the Club, except when in conflict with local rules or with any of the other rules of the Club.
- h. The golf ranger has full authority on the golf course to enforce all rules and speed of play.
- i. If a match fails to keep its place on the course and loses more than one (1) clear hole on the players ahead, it must allow the following match to play through.
- j. Players who stop after any hole, for any reason, may not delay the following foursome and are expected to give way in order to maintain continuity of play.
- k. Play must only be commenced at the first hole and, when expressly allowed by the Pro Shop, the tenth hole.
- l. Practice is not allowed on the golf course. Practice shall be confined to the practice range and the practice putting green.
- m. Players are individually responsible for the results of their errant golf shots.
- n. All players shall (a) repair ball marks on greens; (b) repair or replace all divots; and (c) rake sand traps after use.
- o. The Pro Shop shall determine when play must be halted or delayed for any reason including frost, rain or lightning.
- p. Handicaps shall be computed under the supervision of the Head Golf Professional, the Golf Professional's Designee or other form of Peer Review in accordance with current USGA guidelines and recommendations for GHIN Network.



#### **9.4 GOLF CARS**

- a. Golf cars shall not be used by a Member or guest unless the Member has properly registered the car in the Pro Shop.
- b. No more than two (2) people are permitted on one golf cart.
- c. No Member or guest may operate a golf car unless he/she (a) is at least 16 years of age, and (b) has a valid driver's license.
- d. All Players shall strictly adhere to signs directing car use. The golf course superintendent will determine, from time to time, whether golf car use is limited to the car paths or other areas.
- e. Members or guests operating or utilizing a golf car do so at their own risk.
- f. Members are responsible for any damages or injuries resulting from any golf car accident. Cost of repairs to a golf car damaged by a Member will be charged to such Member, or in the case of damage by a guest, to the sponsoring Member.
- g. In addition to the above provisions of Section 9.4 on use of Golf Cars at the Club, the following rules shall apply to the use of private golf cars by Club Members who are also members of Falmouth On the Green Owners Association ("Car Owners"):
  - The annual trail fees must be paid by the annual deadline of January 1.
  - Car Owners may use Yamaha, Easy-Go or Club Car brand golf cars. Car Owners may request that another model in use during 2009 be "Grandfathered."
  - The car will be kept in good working condition, comply with OEM standards and use only original equipment (no non-original modifications to the car.)
  - The use of private cars on the golf course will also be suspended whenever Club golf car rentals are suspended because of inclement weather or course conditions.
  - The Trail Fee covers the Car Owner as a rider, as well as any family member who is a Club Member. The privileges are not transferable. Other riders in the golf car who are guests of the Member are required to pay the customary golf car fee, and may not use the private car unless the Car Owner, or another family member who is a Club Member, is present. As a Member, the Car Owner is responsible for seeing that the guest fee is paid.
  - Car Owners will sign a release under which they agree to indemnify the Company the Club, and all associated Employees from claims for personal or property damage, as a result of any accident in which such Car Owner may be involved while riding, using or operating a private golf car while at the Club.
  - Violation of any of these rules will result in the permanent loss of the Car Owner's private car privileges without refund.

#### **9.5 PRACTICE FACILITY**

- a. Range balls will be provided at the driving range and are complementary to Members. The use of personal practice balls is not permitted.
- b. Range balls are for use on the practice facilities only. Range balls are not permitted to be used on the golf course.
- c. Range balls must be hit from designated tee areas only.
- d. The practice range closes one (1) hour before dark.



## 9.6 GUESTS

- a. Guests shall be accompanied by the Member at all times for use of any Club Facility, except for up to four (4) Unaccompanied Guests per day of Corporate Members.
- b. Guests shall use the Club Facilities in accordance with the guidelines established herein. Guests using the Club Facilities must be registered with the Club, and the Company reserves the right to require identification of each guest.
- c. The Company intends to accommodate guests at the Club without inconvenience to the Members. Therefore, the Company reserves the right to limit the number of guests that may accompany a Member on any given day. The Company also reserves the right to limit guest privileges, from time to time. Notice of such limitation shall be given by the Company.
- d. The Company shall establish guest fees and charges for use of the Club Facilities and services. All charges of all guests shall be the responsibility of the Member.
- e. The Company may deny, withdraw or revoke a guest's privileges at any time for reasons considered sufficient by the Company.
- f. Daily Guests "Golf" shall not be allowed to use the Club Facility more than two times in any calendar month and not more than eight times per calendar year. Daily Guests must be accompanied by a member. Exception to the calendar month rule: **Men's three day Member Guest.**
- g. Daily Guests "Tennis" shall not be allowed to use the Club Facility more than two times in any calendar month and not more than eight times per calendar year. Daily Guests must be accompanied by a member.
- h. Daily Guests "Pool" shall not be allowed to use the Club Facility more than one time in any calendar month and not more than four times per calendar year. Daily Guests must be accompanied by a member. Exception to the calendar month/calendar year rule: **Full time Au Pair/Nanny for Family full Golf or Family Social members.**
- i. House Guests "Pool, Tennis and Fitness" are allowed privileges for one week in any calendar year.
- j. Unaccompanied Guests of a Corporate Member and reciprocal club members have access to the Clubhouse and Golf Course Facilities, excepting recreational amenities such as Pool, Tennis and Fitness Areas.

## 9.7 CHILDREN

- a. The Head Golf Professional shall maintain a certification program pursuant to which children of an adult member under the age of 18 are eligible to be certified as being knowledgeable on both the Rules of Golf (including these Rules) and general golf course etiquette. The Head Golf Professional reserves the right to suspend or revoke any certificate issued if, in his/her discretion, the youth acts in disregard of these Rules or general golf course etiquette.
- b. Once certified, a youth may play with an adult member under the same conditions as that Member's particular Membership Category (see section 2) Such youth may also use the practice facilities without adult supervision; and with the permission of the Head Golf Professional, may play unescorted Monday and Tuesday until 11am or daily after 5pm, and at such other times as the Head Golf Professional determines depending on the season and level of use of the course.



- c. Youths who have not been certified by the Head Golf Professional must be accompanied by an adult member when using any of the golf facilities, including the practice range, putting green and golf course. Uncertified youths may, in the company of an adult member, play:
- Monday-Tuesday until 3pm and after 5:30pm
  - Wednesday after 5pm
  - Thursday until 3pm and after 5:30pm
  - Friday, Saturday and Sunday after 1pm.

## 9.8 ATTIRE

- a. Members and guests are expected to dress in a fashion befitting the surroundings and atmosphere of a country club:
- Men:** Shirts with collars and sleeves, slacks, golf shorts or walking shorts (15 1/2 inch outside seam and no more than 6 inches above the knee) are considered proper attire. Tank tops, tee shirts, fish net tops, cut-offs, sweat pants, blue jeans, bathing suits, gym shorts, tennis shorts are not permitted on the golf course or practice area.
- Women:** Dresses, skirts, slacks, mid-length shorts, golf shorts (15 1/2 inch outside seam or no more than 6 inches above the knee) and blouses are considered proper attire. Halter tops, tee shirts, fishnet tops, bathing suits, sweat pants, blue jeans, tennis dresses, gym or athletic shorts, and cut-offs are not permitted on the golf course or practice area.
- Shoes:** Soft spike shoes are mandatory for all members and guests on the golf course. Tennis shoes are permissible, but not high-top sneakers. Any other style of shoe must be approved by the Golf Professional. Shoes with metal spikes are prohibited.
- b. appropriate dress is required when leaving the pool area (Shoes and cover-up are required before entering the Clubhouse.)
- c. Tennis attire: Attire on the tennis courts shall be in good taste. Flat (non-corrugated) rubber-sole shoes, (no cross-trainers or running shoes), must be worn on the courts at all times. For men and boys, collared shirts or tennis tee shirts, above the knee sport shorts or tennis shorts. Suitable attire for ladies and girls include appropriate tennis tank tops or shirts/tops, tennis skirts, dresses or shorts. Tennis warm ups may be worn. Appropriate golf or tennis attire is required in the clubhouse, cafe or pro shops. Members are responsible for the attire of their guests.

## 9.9 DUES, FEES AND CHARGES

- a. All dues, fees and charges are set by the Company, and are subject to change from time to time at the sole discretion of the Company. An updated schedule of fees (including but not limited to: Member Guest Rates, Corporate Unaccompanied Guest Rates, Social Member playing times and Rates, pool and tennis guest fees, room rental rates) shall be posted on the Club website for download or available as hard copy in the Club office and will be revised annually.
- b. A Member is entitled to charge privileges at the Club so long as his or her membership is in good standing. All charges for purchases and services at the Club shall be charged to the Member's Club account. Charges will be billed directly to a valid, approved credit card which shall be kept on file at the club. All charges shall be paid by the Member's card on file daily. Online statements are available to monitor activity in the member portal.
- c. If a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the Membership.



- d. Rain checks for guest fees or cart fees may be issued at the discretion of the Head Golf Professional.
- e. Annual dues may be paid in full when due or may be broken into 12 monthly installments. Members who choose the monthly payment plans are contractually obligated to fulfill all 12 months of payments.