



APES HILL

BARBADOS

# Rules and Regulations

Dated as of 7 Dec 2022

# Table of Contents

3	Preamble
3	General Club Rules
5	Membership Cards
5	Annual Dues and Charges
6	Gratuities
6	Contact Information
6	Membership Correspondence
7	Club Services and Activities
7	Discipline
8	Loss or Destruction of Property or Instances of Personal Injury
9	Children
9	Dress Code
9	Rental Rules
9	Guest Privileges
10	General Guest Rules
10	Expelled or Suspended Members
11	General Golf Rules
13	Handicaps
13	Caddies
13	Golf Cart Rules
14	Guest Golf Privileges
14	Hours of Play
15	Golf Starting Times
15	Practice Range
15	Tennis Rules
15	Fitness Centre Rules
16	Walking Trails Rules
16	General Pool Rules
17	Anti-Harassment Policy

These Rules and Regulations for Apes Hill Club (the “**Club**”) are intended to be a guide for the use of the Club Facilities described in the Membership Plan.

They are not intended to deal with every conceivable issue that may arise. These Rules and Regulations are established by Apes Hill Resort Inc. (the “**Manager**”) as general guidelines to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and any other individuals using the Club Facilities. Unless otherwise provided, these Rules and Regulations shall apply to all members, their Immediate Family members, guests and all other individuals permitted to use the Club Facilities.

The Manager is committed to providing all individuals that are permitted to use the Club Facilities with an enjoyable club and community experience. To uphold these standards, individuals permitted to use the Club Facilities are expected to act in a manner consistent with proper etiquette. The Manager may amend these Rules and Regulations from time to time in its sole discretion.

Capitalized terms used but not defined in these Rules and Regulations shall have the same meaning set forth in the Membership Plan. Where these Rules and Regulations refer to the Manager taking action or having certain rights, the Manager and/or its designees, including the management of the Manager, shall have the right to take such action and shall have such rights.

### **General Club Rules**

1. Members, their immediate families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. Each and every member of the Club may call any infraction of a rule to the attention of another member in a courteous manner but shall have no right to enforce or discipline the member whom the member believes is violating a rule. No further action may be taken by such member at that time. The incident or infraction, however, should be reported by the member to the General Manager so that a record may be maintained of any repeating violators. The Manager shall determine when a violation or repeated violations require further action.
3. Violations of the rules may initiate a reprimand and, if required, further action. Repeated violations may result in suspension of privileges or termination of membership.
4. The foregoing procedures applying to infractions of rules shall not affect any other action by the Manager pursuant to the Membership Plan.
5. The Club Facilities shall be open on the days and during the hours as may be established by the Manager. Areas of the Club may also be closed from time to time for scheduled maintenance and repairs. The Manager reserves the right to close the golf courses and clubhouses to hold promotional events and tournaments in accordance with the provisions of the Membership Plan.
6. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Manager.
7. Dining room activities for groups will be permitted only with the permission of the Manager.
8. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by Barbados law. The Manager reserves the right, in its sole discretion, to refuse service to any person who appears to be intoxicated.



9. All food and beverages consumed on the Club Facilities must be furnished by the Manager, unless otherwise permitted by the Manager.
10. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Manager. Other than as permitted in writing by the Manager, no petition shall be originated, solicited, circulated or posted on Club property.
11. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.
12. Golf shoes with "soft spikes" or spike less shoes are permitted in the clubhouse.
13. Members may not request special personal services from employees of the Club who are on duty which are not generally provided to all members or the personal use of Club furnishings or equipment which are not ordinarily available for use by members. Members of the Club are not permitted to dismiss Club personnel from a work area for any reason.
14. Dogs are only permitted on the course on a leash with a player. Members must clean up any mess created by their dog and are responsible for damage caused by an animal owned by the member or under the member's control.
15. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the General Manager.
16. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the General Manager and no member or guest shall reprimand or discipline any employee.
17. Smoking is not permitted indoors in any of the Club Facilities.
18. Proper cell phone etiquette is required so as not to interfere with another member's use and enjoyment of the Club Facilities. Members are requested to silence (or place on vibrate) cell phones when in the dining room and on the golf course. If a call must be taken, members are requested to find a private location to take the call so as not to disrupt others.
19. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted or arranged by the Manager.
20. Use of the Club Facilities may be restricted or reserved from time to time by the Manager.
21. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Sponsor in accordance with these Rules and Regulations.
22. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.
23. In no event shall the Manager discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.



## Membership Cards

1. The Club will issue a membership card printed and digital to the member and the other members of his or her Immediate Family who are eligible for membership privileges. Membership cards will include the member's name, club account number and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children under the age of sixteen (16). Members and their families must have an image of the membership card with them at all times while using the Club Facilities.
2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.
3. In order to protect members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of membership cards is required prior to placing any order.
4. Membership cards will be held for pick-up at the Membership Office or Golf Pro Shop as determined by the Manager.
5. In the event of a lost or stolen membership card, the Club must be notified immediately. The member's club account will be canceled, and the Club will issue a new membership card number. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be charged for lost or stolen membership cards or in any situation where the club account number is changed.
6. Each member may receive such identification decals and other insignia as the Club may from time to time designate and shall display such insignia as required by the Club.

## Annual Dues and Charges

1. Annual dues will be billed annually unless otherwise determined by the Manager.
2. The Manager reserves the right to establish a food and beverage minimum, and if established, the amount of such minimum may vary based on the category of membership and may be changed by the Manager from time to time.
3. All members shall keep a valid approved credit card on file with the Manager to which the member authorizes the Manager to charge all dues, fees and charges which are not timely paid by the member. The member shall substitute such credit card with another credit card when it expires or is cancelled.
4. An invoice of the member's monthly dues and any incurred fees or incidental charges will be sent to the member by the tenth (10th) day of each month and will be payable upon receipt. The amount due will be automatically charged against the member's credit card on file if not paid in full within thirty (30) days of the invoice date.
5. If a member fails to pay any amounts within thirty (30) days after written notice from the Manager, the Manager shall have the right, at any time thereafter, to suspend membership privileges at the Club until the delinquent account is paid in full. Continued delinquency for a period of ninety (90) days or longer from the date of the written notice from the Manager, or repeated incidents of delinquency by the member, may result in termination of membership in the Club. Interest will be payable from the due date at 5% per annum, compounded annually; The member may also be charged a late fee in an amount determined by the Manager from time to time.



6. The Manager may also, at its option, take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. If the Manager incurs any expense in order to collect any amount owed by any member or to enforce any other liability of any member to the Manager, the member shall also be liable for all costs and expenses of such enforcement actions including administrative, legal and attorneys' fees.
7. Members will be entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments may be permitted in the discretion of the Manager from time to time.
8. A member's spouse or Significant Other shall be jointly and severally liable for all annual dues, fees and other charges and liabilities associated with the membership.

### **Gratuities**

1. The Club reserves the right to add a gratuity percentage as determined from time to time by the Manager, to all food and beverage sales, including private parties or to charge a monthly service charge.

### **Contact Information**

1. Each member shall be responsible for updating the Membership Office of his or her mailing address, e-mail address and telephone number and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Manager ten (10) days after they have been mailed/emailed to the mailing address/email address on file at the Membership Office. In the absence of a mailing address on file at the Membership Office, any Club related mailing may, with the same effect described above, be addressed as the Manager determines is most likely to cause its prompt delivery.
2. The Manager must be notified in writing of any change of email address, physical address or telephone numbers of a member. Failure to do so shall constitute a waiver of the right to receive Club related notices, bulletins and any other communications, and a violation of these Rules and Regulations.
3. The Sponsor will not provide members' contact information to vendors or marketing firms.

### **Membership Correspondence**

1. Complaints or suggestions concerning the management, service or operation of the Club shall be emailed and addressed to the General Manager.



## Club Services and Activities

1. A variety of social, cultural and recreational events may be offered at the Club and all members are encouraged to participate in such activities..
2. The Manager desires to encourage the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
3. Private functions are permitted at the Club only with prior permission of the General Manager. The individual managing the function shall assume full responsibility for the conduct of guests and the removal of any decor. The Manager of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.
4. Special events and functions may be scheduled from time to time at the discretion of the General Manager.

## Discipline

1. Members are responsible for their own conduct and for the conduct of their Immediate Family members and guests.  
Any member whose conduct or whose Immediate Family's or guest's conduct shall be deemed by the Manager to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Manager. The Manager shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Candidate Profile or Membership Agreement, (iii) failing to pay any amount owed to the Manager in a proper and timely manner, (iv) failing to abide by the rules and regulations as set forth herein and as established by the Manager from time to time, (v) abusing Club personnel or employees, (vi) conviction of a felony (member or spouse), or (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members, the Club or the Manager.
2. Any member accused of improper conduct shall be notified of the proposed disciplinary action and shall be given an opportunity to be heard by the Manager to show cause why he or she should not be disciplined. If such member desires to be heard, the Manager shall set a time and date (not less than ten (10) days thereafter) for a hearing. While such complaint is being considered by the Manager, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Manager may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate or expel a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Manager as set forth herein.
3. The Manager may restrict or suspend some or all of a member's, Immediate Family member's and/or guest's Club privileges. If the Manager determines that a member's conduct or the conduct of his or her Immediate Family or guest is improper, the Manager may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's Immediate Family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any Initiation Fee, annual dues, fees or other charges. During the restriction or suspension, annual dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.



4. The membership of any member who has been expelled hereunder shall terminate. All membership privileges shall cease upon expulsion from the Club and the member shall not receive any refund of Initiation Fee or dues.

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

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Manager shall not be responsible for any loss or damage to any personal property used or stored on Club premises, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six (6) months or more may be sold by the Manager, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Manager.
2. No person shall remove from the room in which it is placed or from Club premises any property or furniture belonging to the Manager without proper written authorization.
3. Every member of the Club shall be liable for any property damage caused by the member, any guest or any Immediate Family member. The cost of such damage shall be charged to the responsible member's club account.
4. Every person accessing or using the Club Facilities shall comply with all applicable health related governmental requirements and applicable guidelines such as social distancing, face coverings and use of hand sanitizer. Notwithstanding the foregoing, no person shall access or make use of the Club Facilities during any period of time such person has been diagnosed with, or has symptoms of, any contagious disease or illness.
5. Any member, Immediate Family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Manager, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or managed by the Manager, either on or off Club premises, shall do so at his or her own risk. The member and his or her Immediate Family members and guests shall release and hold harmless the Manager, any manager of the Club Facilities, their affiliates, their successors and assigns, and their respective shareholders, partners, directors, officers, members, employees, representatives, agents, successors and assigns, and the members of the Club's Advisory Board and any Club committee (collectively, the "Indemnified Parties") from any and all loss, cost, claim, injury, illness, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities and/or from any act or omission of any of the Indemnified Parties. Each member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, illness, damage or liability sustained or incurred by any Immediate Family member, Significant Other or guest.
6. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Manager or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, such party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.





## Children

1. Unless permitted by the Manager, children under twelve (12) years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult who shall be responsible for their proper behavior and conduct or, unless approved by the Manager and parents.
2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult, but in no event may they sit at the bar in the cocktail lounge or order, buy or drink alcoholic beverages
3. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.
4. Until such time as the applicable Golf, Tennis, or Fitness Professional certifies the eligibility of a child to play or use the facility, such children are not allowed on the 18-hole course, Par 3 course, chipping green, putting green, fitness center or tennis/paddle courts, as applicable. Requests for certification should be obtained from the professional overseeing use of such facility.

## Dress Code

1. Members are required to dress in attire appropriate for the surroundings, atmosphere and occasion when using any of the Club Facilities. It is also expected that members will advise their guests of the dress code requirements. The Manager may publish more specific dress code requirements from time to time. Shirts and shoes must be worn at all times when at the Club Facilities other than the swimming pool and any other swim areas or related amenities that may be designated by the Manager.
2. Golfers playing on the 18-hole course are required to be dressed in attire specifically intended for golf. Golfers playing on the Par 3 course may wear attire that is more casual, provided no tank tops, mesh shirts, halter tops, sweat pants, warm-up suits, blue jeans, swim wear, short shorts, cut-offs or gym shorts are permitted.

## Guest Privileges

1. For purposes of these Rules and Regulations, "Regular Guests" are people playing the Championship Course on an occasional basis. Their Club privileges may be limited as determined by the Manager from time to time even though the guest may have different hosts; and "House Guests" are persons, other than a member's Immediate Family, visiting and residing with a member for a short consecutive period of time. Their Club privileges are unlimited subject to payment of such fees as determined by the Manager from time to time.



## General Guest Rules

1. The Manager reserves the right to limit the number of guests of a member on any given day. The Manager shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Manager, in its sole and absolute discretion. The Manager reserves the right, from time to time, to limit the availability of golf starting times for guests. Registered caregivers who accompany members or member's Immediate Family are exempt from the guest policies that follow.
2. Except for dining, all guests must be registered by the member at the Concierge Desk. Upon arrival, the guest must check-in with the Concierge Desk.
3. With the exception of member-guest events, guests are limited in the number of times they may participate in any activity including golf; tennis; or use of the fitness center, swimming pool and spa areas. Guests are not limited in the number of times they may use the dining facilities.
4. The member shall be responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the member shall, at the request of the Manager, cause such guest to leave the Club premises.
5. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the member upon payment of daily fees.
6. Payment for all charges incurred by the guest of a member is the responsibility of that member, which are not paid for by the guests by credit card.

## Expelled or Suspended Members

1. Expelled or suspended members and their spouses or Significant Others, after expulsion or while under suspension, are not welcome at the Club at any time, whether as individuals or as part of a group. Any member who brings such persons to the Club shall be deemed to have violated this rule.



## General Golf Rules

1. The Rules of Golf as adopted by the U.S.G. A. including the etiquette and behavior on the course as adopted by the U.S.G. A. shall be the rules of the Club, except when modified by any local rules or with any of the rules herein.
2. "Cutting-in" is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.
3. Speed of play: It is the goal of all players to complete their round in less than four hours. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. Club personnel will monitor the pace of play by the G.P.S. system. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The ranger has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the course.
4. If a player is repeatedly warned for slow play, Club personnel may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.
5. The Club is an alternative spikes facility; traditional metal spikes are prohibited. Please see the locker room attendant if an exchange is necessary..
6. Children under twelve (12) years of age are not permitted on the 18-hole course, Par 3 course, driving range or putting green without permission of the applicable Golf Professional and children under the age of sixteen (16) must be accompanied by an adult member.
7. Clubs and bags stored on the Club premises are stored at the owner's risk. A member may store only one (1) bag with clubs and a total of two (2) bags per Immediate Family. Guest's bags must be registered with the Pro Shop prior to play if they are to be stored temporarily in the Bag Storage Room and must be removed at the end of the applicable Guest's visit. The Manager is not responsible for the loss or mysterious disappearance of member's or Guest's golf clubs, bags, shoes, clothing, or other personal belongings.
8. No playing group of members or guests may be composed of more than four players. A fivesome is only permissible at the discretion of the Golf Professional.
9. General etiquette is that two balls followed by fourballs, followed by three balls followed by a one ball shall have the right of way 'to go through' if held up.
10. Players shall have their own set of clubs with which to play. No two (2) players may play from one (1) bag.
11. All players must register prior to starting play.



12. Players starting on the first tee and proceeding immediately from the ninth green to the tenth tee shall have right-of-way when reaching the tenth tee on an alternating basis.
13. Players stopping at the end of nine (9) holes for lunch or any other reason must notify the starter when they stop and may resume play on the tenth hole on an alternating basis when given permission by the starter. All players of that group shall be present on the tenth tee before they are considered on an alternating basis.
14. Players starting on the tenth tee (with permission from the starter) and proceeding immediately from the eighteenth green to the first tee shall have alternative privilege on the first tee.
15. Once play has commenced it shall proceed in proper sequence. Skipping of holes is not permitted.
16. Slow players must wave following players through when there is a complete hole open in front of them. Slow players who habitually delay play will be subject to disciplinary action.
17. Players must leave putting greens without delay after finishing the hole. Scorecards may not be marked, or practice putts taken while players wait to hit their approach shots.
18. No player shall hit any golf shot until those in front are safely out of range.
19. Divots must be sanded. Ball marks on greens must be repaired. Sand bunkers must be raked. Enter and leave sand bunker from the rear or side. Each player is responsible for these actions or for instructing the caddie to do so. Repetitive offenders will be subject to disciplinary action and/or suspension.
20. Tee markers must be observed at all times. When regular tees or greens are closed, temporary markers must be used.
21. Practice is permitted only on the driving range and practice putting and chipping greens.
22. Professional golf instruction at the Club is to be provided solely by the Club's Golf Professional staff. Neither visiting golf professionals nor caddies are permitted to provide instruction, whether or not a fee is being charged without permission of the Golf Professional.
23. All players are expected to comply with the Ranger's requests. No one can tee off the tenth tee without permission from the Starter or Golf Professional staff.
24. The closing of the golf course due to inclement weather, which could cause physical damage if played on, shall be decided by the golf course superintendent. Notices pertaining to closed areas or grounds under repair will be posted. When the course is closed, the practice range will be closed. Cart path only rules may be enforced due to inclement weather.
25. Scheduled tournaments have priority on the golf course.
26. All are responsible for their own safety and the Sponsor assumes no liability in this matter.
27. Searching for balls other than those played by members of the group is not allowed on the course at any time.
28. Recreational walking or jogging is only permitted on the cart paths through holes 10-18 of the golf course from daybreak until 8:30am each day. Walkers/joggers are doing so at their own risk and are asked to do so only in the direction of play.



## Handicaps

1. All members must have an official U.S.G. A. GHIN handicap in order to participate in any Club golf event. Until official scores have been established at the Club, your current home club handicap may be used. Verification of handicaps will be determined by the applicable Golf Professional.
2. Handicaps are computed under the supervision of the pro shop in accordance with the current U.S.G. A. GHIN Handicap System..
3. Members are responsible for turning in all their scores on a daily basis. Any member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The pro shop shall assist any members needing help with the posting procedures.
4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The pro shop shall determine if there are violations by members in turning in their scores.

## Caddies

1. The person in charge of caddies (Caddie Master) has sole responsibility in assigning caddies. Caddies are assigned for a match of one round or shorter duration.
2. Members are not required to have a caddie. However, unaccompanied guests of a Member are required to have at least one caddie per golf cart unless otherwise authorized by the applicable Golf Professional.
3. In the event of inclement weather where golf play is stopped, caddies shall be paid for no less than nine holes. If ten or more holes are played, the caddie shall be paid for the full round.
4. All complaints of any nature concerning caddies shall be reported to the person in charge of caddies or the applicable Golf Professional.

## Golf Cart Rules

1. It is compulsory to use the clubs cart fleet. Personal carts cannot be used.
2. The use of golf carts is mandatory for the 18-hole course but is not permitted for the Par 3 course unless authorized by the applicable Golf Professional.
3. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the pro shop.
4. All carts must follow designated routes. Carts must not be driven within thirty (30) feet of the apron of the green or on the tees, and direction signs must be followed. Carts must not be driven within the slope of the green unless otherwise designated by a cart path. Carts must never be any closer to the tees and greens than the existing cart path. Carts must be parked on the cart path when players are on the green. Any physically disabled players requesting special cart privileges on a permanent basis must present a written statement from their physicians for approval by Manager.
5. While putting out, carts must be left no less than pin high and, on the side, or rear towards the next hole to be played.
6. Golf carts may only be operated by persons at least sixteen (16) years of age having a valid automobile driver's license.



7. If, due to activity, it appears a shortage of golf carts may occur, players will be assigned a number for each twosome riding together when they sign up for play. Both players must be in attendance at that time. Carts will then be assigned in this order as they are returned from the course. This procedure is to be initiated only by the applicable Golf Professional.
8. Members upon their return from the course may not turn their cart over to anyone other than the person in charge of golf carts. Only two people are permitted in a cart at any time.
9. Privately owned golf carts are not permitted on the 18-hole course or the Par 3 course, but may be used on roadways and pathways within the Club Facilities except where specifically prohibited by Club management.
10. Obey all golf cart traffic signs.
11. Always use golf cart paths where provided.
12. Never drive a golf cart through a hazard, teeing ground or on or near a green. Carts should be kept at least ten (10) yards from such areas.
13. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by the member, a Immediate Family member or a guest of the member shall be charged to the member. Each member shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the member, his or her Immediate Family members or guests, and shall reimburse the Manager for any and all damages the Manager may sustain by reason of misuse.
14. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the member's, his or her Immediate Family members' or guests' use and operation of the golf cart.
15. Violations of the golf cart rules may result in suspension of or loss of golf cart privileges and/or playing privileges.

### **Guest Golf Privileges**

1. Guest Fees for golf shall be determined by the Manager from time to time, as set forth in the Schedule of Fees set out within the Membership Application & Agreement.

### **Hours of Play**

1. The hours of play and pro shop hours shall be posted in the pro shop. The pro shop staff shall determine when the golf course is fit for play.

## **Golf Starting Times**

1. All players must have a starting time reserved through the pro shop for the 18-hole course and the Par 3 course. Club personnel shall assign the starting time depending on availability.
2. Starting times may be made through member portal/app, email, in person or by phone during pro shop hours.
3. Players who fail to cancel their starting time one hour prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Club from time to time and may lose advance sign-up privileges for repeat offences.

## **Practice Range**

1. The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the Manager's discretion.
2. Range balls are for use on the practice range and may not be used on the golf course. You may not use your own golf balls on the driving range.
3. Golf carts are not permitted in the practice range area. Parking of golf carts is allowed in designated areas.
4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
5. Lessons by unauthorized golf professionals are prohibited.

## **Tennis Rules**

1. Members may sign up for the next day's play by member portal, email, calling the Tennis Professional Shop or stopping in. Play will be restricted to doubles play during busy periods, allowing 1 1/2 hours per time slot. No one will be allowed to play a second time before others play their first time.
2. Reserved courts will be held for only fifteen (15) minutes. (Please advise if running late.)

## **Fitness Centre Rules**

1. Exercise at your own risk. The Manager will not be responsible for any injuries.
2. Children under the age of sixteen (16) are not permitted in the Fitness Centre.
3. All members and their guests must present membership access identification upon entering the Centre.
4. Shirts and sneakers must be worn at all times.
5. There is a thirty (30) minute maximum time limit on all aerobic equipment during peak hours.



6. All members must turn OFF the treadmill they are using and return it to Incline Level-1 when finished.
7. All members are encouraged to have an initial orientation of the fitness equipment.
8. Equipment is for the use of all members. Please work together and return items to their proper places.
9. Music/television is available but will be monitored by the Fitness Director to ensure majority approval.
10. There may be a usage fee/temporary membership access fee for guests other than Immediate Family members as set forth in the Schedule of Dues, Fees and Charges.

### **Walking Trails Rules**

1. Use of the walking trails is at the walker's own risk. Any injuries or accidents should be reported to Club management immediately.
2. Common sense and personal awareness can help reduce the risk of injuries or accidents on the walking trails. Always show courtesy to others on the trails and move to one side when those walking faster desire to pass.
3. Use of the walking trails is permitted only during designated hours. The walking trails may not be used when a "CLOSED" sign is posted.

### **General Pool Rules**

1. Use of the pool facilities at any time is at the swimmer's own risk. Any injuries or accidents should be reported to Club management immediately.
2. Members must register their guests and are responsible for the payment of any appropriate charges as the Manager may determine from time to time.
3. Children sixteen (16) years of age and younger must be accompanied and supervised by an adult at all times. However, children of any age who cannot swim must be accompanied and supervised by a parent or guardian at all times while in the pool areas.
4. Children must be toilet trained to use the pool. Children wearing diapers other than swim diapers are not permitted in the pool.
5. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.
6. Showers are required before entering the pool.
7. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
8. Food is allowed only in designated pool areas.





9. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other members and guests.
10. Bicycles, skateboards, play balls of any type and coolers are not permitted in the pool areas.
11. Running, ball playing, and hazardous activities are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
12. Diving is not permitted unless otherwise indicated at the pool.
13. Fishing, spear fishing and snorkeling equipment, other than a mask, snorkel and fins, are not to be used in the pool area except as part of an organized course of instruction.
14. Club personnel have the authority to expel from the pool area anyone whose conduct is otherwise unbecoming of a member.
15. Swimming parties may be arranged through the Club in advance of the occasion.
16. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions.
17. All persons using the pool areas are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
18. Smoking is not permitted at the pool areas.
19. Flotation devices are permitted for non-swimming children up to five (5) years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.
20. Persons who leave the pool area for over thirty (30) minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.
21. Club towels are not to leave the pool areas. They should be placed in designated baskets after use.

### **Anti-Harassment Policy**

1. The Manager is committed to providing a friendly, supportive and productive environment for its members, guests and employees. Harassment of any kind by members, guests, employees (or anyone else doing business with the Manager) will not be tolerated. This includes sexual harassment as well as any harassment based upon an individual's race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability. The Manager will address any and all allegations of sexual misconduct and/or other types of harassment.

All Rules and Regulations are subject to change from time to time without notice.

