

The Golf Club at Wescott Plantation



Patron's Program Rules & Regulations

**The Golf Club
At
Wescott Plantation**

RULES AND REGULATIONS

This document sets forth the terms and privileges of participation 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 a carefully trained staff whose principal responsibility is to assure patrons of all the courtesies, comforts and services to which they are entitled. It is the duty of the patron to know its Rules and to cooperate with the Club Management and staff in the enforcement of these Rules.

These Rules are effective March 1, 2008 and are subject to change from time to time at the sole election of Club Management.

ARTICLE I
DEFINITIONS AND APPLICATION

1.1 THE CLUB

The “Club” refers to the facilities provided at The Golf Club at Wescott Plantation located 5000 Wescott Club Drive, Summerville, South Carolina 29485. The “Owner” refers to the Owner of The Golf Club at Wescott Plantation.

1.2 CLUB MANAGEMENT

“Club Management” refers to Classic Golf Management, Inc. which manages the Club and its successors in interest. “Manager” refers to the General Manager of the Club. Club Manager has authority over the affairs of the Club.

1.3 PATRON PROGRAM

- (a) A “Patron” 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 “Patron” is the person obligated for the payment of all fees, dues, fines and charges. Patrons agree to be bound by these Rules as presently enacted or hereafter amended. Amendments to the Rules may be announced either by publication in the Club’s newsletter or by posting at the Club. The Rules as amended or supplemented will be maintained in the Manager’s office and are available for review upon request.
- (b) The Golf Club at Wescott Plantation is not an equity club. Patron Program participants are non-equity and non-participatory. Patron participation 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. Participation does not create any presumption that the facilities or services that are now or hereafter available will continue to be available. Patron privileges should not be viewed as an investment and no person obtaining patron privileges should expect to derive any economic benefits from participation in the Club. These Rules and Regulations, Application for the Patron’s Program and other patron documents have not been reviewed nor endorsed by any federal or state authority.
- (c) Participants may be subject to disciplinary action, including fines, suspension or revocation, in accordance with these Rules.
- (d) Club Management shall have the right to discontinue offering any categories of participation, to create additional categories or classes of participation 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 participation in any such class or category.

1.4 FEES, DUES, AND CHARGES

All initiation fees, dues, fines, and miscellaneous charges and fees, whether paid annually, monthly or otherwise, shall be determined solely by Club Management. Club Management reserves the right to modify, change and add to these fees, deposits, dues, fines and charges in its sole discretion. Participation in good standing is always conditioned upon prompt payment in full of all fees, deposits, dues, fines, and charges. A Patron may be subject to disciplinary action, including forfeiture of participation, for failure to meet his or her financial obligations to the Club as set forth in Article IV. The schedule of fees, deposits, dues, fines, and charges in effect at any given time is available for review at the business office.

1.5 PROGRAM INITIATION FEE

- (a) At Club Managements election with respect to any or all participants (which election shall be stated on the Patron's application for participation), the Patron shall pay a "Non Refundable Initiation Fee". Each Patron shall be responsible for the full and prompt payment of such dues and charges.
- (b) The Program Initiation Fee shall not be refundable in whole or part should the participant be terminated as a result of any violation of the Rules.
- (c) If a Patron voluntarily elects to terminate his or her participation, Management shall not be obligated to refund all or any portion of the Initiation Fee at any time.

1.6 PATRON USE

For Family participants, participation entitles a Patron, his or her spouse and any unmarried dependant child under the age of nineteen (19) or any unmarried dependant child between the age of nineteen to twenty-three (19-23) years and who is a full-time student, to use of the Club, provided all applicable fees, deposits, dues, fines and charges are timely paid.

1.7 APPLICABILITY OF RULES

These Rules apply to all Patrons, Patron's families, business designees, and guests.

1.8 NON-PATRON USE OF CLUB

Club Management shall have the right to allow non-patrons to use the golf course and driving range, clubhouse, and other facilities located at the Club at any time at the discretion of management, including non-patron tournaments, banquets, weddings, private parties, and other functions. Except during times of contracting for special and/or private events, the entire facility is open on a daily basis to the public.

**ARTICLE II
PRIVILEGES AND CLASSIFICATIONS**

2.1 SINGLE GOLF PARTICIPATION

This program entitles the Patron to all privileges of the golf course, driving range, and clubhouse.

2.2 FAMILY GOLF PARTICIPATION

This program entitles the Patron, the Patron's spouse and family, as specified in Section 1.6, to all privileges of the golf course, driving range, and clubhouse.

2.4 SENIOR GOLF PARTICIPATION (Minimum age 62 years)

This program entitles the Senior Patron to all privileges of the golf course and driving range (Monday-Friday), and clubhouse.

2.5 SENIOR FAMILY GOLF PARTICIPATION (Minimum age 62 years)

This program entitles the Senior Patron and the Patron's spouse to all privileges of the golf course and driving range (Monday-Friday) and the clubhouse

2.3 CORPORATE PARTICIPATION

- (a) Program participation 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 program, 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 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 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 Corporate participation, then the Corporate program shall be deemed resigned and the person(s) having privileges under such Corporate program shall be given the right to acquire the most similar program available, subject to such terms and conditions as may be established by Club Management including the payment of a Program Deposit.
- (b) The corporation or such other business entity may designate up to three (3) individuals ("Designees") who shall be entitled to program privileges under the Corporate program, subject to such terms and conditions as may be established by Management. The Designees must complete a program application, meet all of the eligibility requirements for participation, and must be approved for participation in the same manner as all other Patrons. The Designees must at all times be bona fide employees of 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 redesignation 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 program privileges under the Corporate Program shall be jointly, severally, and legally responsible for all debts and charges incurred by such person(s), and person(s) having privileges under the Corporate program shall acknowledge said responsibility in writing prior to receiving the privileges of program.
- (d) The purchase of Corporate participation, the initial designation of persons entitled to program privileges and any subsequent change of Designees or program 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 PATRON'S PROGRAM POLICIES

3.1 ELIGIBILITY

- (a) Participation in the Club is open to the public. Participation is being offered to financially qualified individuals of good character, over the age of eighteen (18) shall be considered for participation without regard to race, color, national origin, sex, religious preference, sexual orientation or creed.
- (b) A person qualified for participation shall become a Patron 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 any period of provisional status that may be established; (III) formal approval of the application by Club Management; and (IV) payment of, or satisfactory arrangement to pay, the Program Initiation Fee and any other initial fees and dues related to participation.

3.2 LEAVES OF ABSENCE

Leaves of absence are not permitted. There is no policy permitting inactive status. All absences will be considered a resignation and subject to the resignation policy established below.

3.3 RESIGNATION

A patron may resign at any time upon providing Club Management with sixty (60) days prior written notice, but no resignation shall be effective until the date (the "Effective Date") that the Patron's financial obligations to the Club have been settled. No refund or proration of any deposits, fees or dues will be made to any Patron resigning from the Club. Resigning Patrons remain liable for all dues and charges accrued up to the Effective Date of their resignation. Resignation for the sole purpose of enjoying seasonal participation is not permitted. All applicable charges/fees/dues will be incurred to anyone reapplying for program participation.

3.4 TRANSFERS

- (a) With respect to a family program, upon the death of the primary Patron, the participation shall upon written request of an alternate Patron who is the descendants spouse (but not child) within six (6) months of the death, continue and said spouse shall become the primary Patron. In the event the spouse elects not to become the primary Patron and retain the program participation, the spouse shall not be required to pay dues, fees and assessments accruing after the primary Patron's death. Upon the expiration of the six (6) month period, or sooner upon receipt of notice not to retain the program from the spouse, the descendant's participation shall terminate and shall thereafter be subject to sale by Club management in accordance with these Rules. Upon the death of both the primary Patron and the spouse of the primary Patron, the participation 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 program.
- (b) In the event of a dissolution of the marriage of a patron, only one spouse shall retain program privileges unless the other spouse purchases a new program at the then prevailing Initiation Fee, dues, and fees for the category of participation purchased and subject to the availability of a program in that category. The determination of which spouse will retain privileges shall be made by either personal agreement between spouses or judicial determination. Until such determination is made, both spouses shall retain their existing respective rights to use the Club provided that both shall continue to be jointly and severally liable for dues, fees and assessments during said time period. Absent a valid court order, Club management will not under any circumstances become involved in any domestic dispute regarding the ownership or privileges. All primary and alternate Patrons agree to hold the Owner of the Club, the Club Management, Manager, and their employees and agents harmless from any and all liability arising out of disposition of participation pursuant to a court order believed in good faith to be valid and enforceable.

3.5 UPGRADES/DOWNGRADES IN PROGRAM STATUS

Requests for upgrades in a Patron's program category, privileges or charges must be made in writing. The Manager shall have the absolute right to approve or disapprove such a request. Approval may be subject to conditions including payment of applicable increases in Program Initiation Fees and dues and the availability of participation in the requested category. Patron shall be permitted to downgrade his or her program.

3.6 DISPUTES

With regard to any claim or dispute regarding the ownership of a program, Club Management shall be entitled to rely on the patron application and may confirm ownership of that program in the name of the person listed on the application. Club Management will not become involved in any domestic or other dispute concerning ownership or issuance of a program and shall not have any liability or responsibility for the resolution of such disputes.

ARTICLE IV PAYMENT OF DUES AND CHARGES

4.1 STATEMENTS AND PAYMENTS

Monthly statements are prepared on the last day of each month and normally mailed within two (2) to three (3) working days thereafter. All Payments will be due by the 15th of the following month. Dues not paid by the due date may be charged to a Major credit card on file with the Club. In the event of a declined card, a one and one-half percent (1.5%) late charge will be added to all outstanding balances not timely paid each month. Notwithstanding the foregoing, Club Management may place any Patron on a cash basis for any or all services otherwise provided for credit, at any time. Management requires Patrons to keep an active major credit card number and billing information on file together with authorization for Management to bill to such credit card for purposes of collection of monthly dues/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 Patron's account becomes thirty (30) days past due, the Patron will be notified by certified mail and/or telephone that his or her charging privileges has been suspended.
- (b) **60-90 Days Past Due.** Any Patron whose account becomes sixty (60) days past due will be notified by certified mail and/or telephone that his or her privileges will be suspended if the payment is not received within 10 days. Once full payment is received, the patron's suspension is lifted. The fact of this delinquency may be posted at the Club. The Club Management may automatically bill any Patron's account which is more than sixty (60) days past due to any major credit card of said patron on file at Club.
- (c) **90 Days Past Due.** The privileges of any Patron whose account is more than ninety (90) days delinquent will be notified by certified mail and telephone that his or her privileges have been suspended and that his or her program participation will be revoked and forfeited to Club Management if payment is not received within 10 days. Such forfeiture shall not prejudice or affect in any manner the right of Club Management to collect such delinquent indebtedness. The Club Management may automatically bill any Patron's account which is more than ninety (90) days past due to any major credit card of said Patron on file at the Club
- (d) **Frequent Delinquency Revocation.** The privileges of any Patron whose account becomes more than sixty (60) days past due three (3) times in any twelve (12) month period either consecutive or nonconsecutive , 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.

4.3 RETURNED CHECKS

All Patrons shall be charged an additional fee equaling the maximum allowed by law for returned checks from the bank for insufficient funds or Club Management's actual cost of recovery, whichever is greater.

4.4 CREDITING OF ACCOUNT

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

4.5 FOOD CHARGES

All food and beverage charges are subject to applicable South Carolina sales tax. Management may, in its sole discretion, impose a minimum service charge at the Club.

ARTICLE V INFRACTIONS AND DISCIPLINE

5.1 VIOLATIONS

Any Patron who violates these Rules is subject to suspension and/or immediate revocation of privileges. All Patrons found to be in violation of the Rules may be denied all Club privileges, including the privilege of charging goods and services. This denial of privileges may apply to one or more family patrons 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 privileges of any Patron who has violated any rule, regulation or policy established by Club Management or whose behavior is disruptive to the operation of the Club. The patron shall have meaningful opportunity to be heard for any action taken against him/her.
- (b) A suspended Patron shall not be required to pay monthly dues during the period of suspension. However, no portion of any fee or monthly dues previously paid by a suspended Patron shall be refunded or prorated. 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. The patron shall have meaningful opportunity to be heard for any action taken against him/her.

5.3 NOTIFICATION OF VIOLATIONS

Club Management shall prepare 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 Patron and a copy of the notice shall be

places in the Patron's file. The patron shall have meaningful opportunity to be heard for any action taken against him/her.

5.4 REVOCATION

A program may be revoked and the rights of any person or persons entitled to privileges under that program may be terminated for the following reasons:

- (a) Commission of any felony or misdemeanor theft at the Club.
- (b) Ninety (90) day delinquency or frequent delinquency, as defined in Section 4.2.
- (c) Willful destruction of any property belonging to the Club, Staff, Patron, or Guest.
- (d) Physical or gross verbal abuse of Staff, Patron, or Guests.
- (e) Continued and repeated violations of these Rules.
- (f) Conduct injurious to the reputation of the Club or its Patrons.
- (g) Conduct which seriously detracts from Club Management's absolute right to manage the Club and preserve its financial integrity.
- (h) Following a suspension, if a Patron again violates the rule or policy that led to the previous suspension within twelve (12) months of the infraction, or if the Patron violates any other rule or policy that would result in suspension within twelve (12) months of the infraction.

The patron shall have meaningful opportunity to be heard for any action taken against him/her.

5.5 PROCEDURE FOR REVOCATION

Club Management will prepare a written notice of revocation which shall be delivered by certified mail to the terminated Patron. Upon revocation, all past Deposits and monthly dues paid by the Patron shall be forfeited to the Club and the Patron shall therefore have no rights or privileges. Revocation shall not prejudice or affect in any manner the right of Club Management to collect any delinquent indebtedness. The patron shall have meaningful opportunity to be heard for any action taken against him/her.

ARTICLE VI CLUB HOUSE AND GROUNDS RULES

6.1 HOURS OF OPERATION

The schedule of operation for the various facilities within the Club shall be published in the Club newsletter or posted at the Club, but is subject to change to accommodate special events. The clubhouse may be closed to patrons for outside events at the discretion of Club Management. The entire Club, including the golf course will be closed on December 25th and 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 Patron functions in the Club newsletter or to post such functions at the Club, including dinner dances, banquets and special social functions.

6.3 PATRON PARTICIPATION CARDS

- (a) Each primary Patron and alternate patron will be issued participation cards. A patron may also request that cards be issued to dependent children.
- (b) Presentation of the patron card may be required for purchases and activities at the Club. Each patron must carry his or her card while at the Club. Patrons are not permitted to lend or give their card to others for any reason. Violation of this rule may result in expulsion. Club Management may ask Patrons at any time for verification of identity.
- (c) Lost or stolen cards must be immediately reported to the program director at which time a new card will be issued for a charge of five dollars (\$5.00).

6.4 CHARGING PRIVILEGES

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

6.5 GUESTS

Patrons may bring guests to the Club at designated times and subject to such rules and policies as established by Club Management, including the payment of applicable guest fees. Every guest is limited to ten (10) visits per year. Patrons are responsible for the conduct of, all obligations and debts incurred by, and any damage caused by, their guests.

6.6 MINORS

- (a) Any unmarried dependent child under the age of nineteen (19) years or any unmarried dependent child between twenty and twenty-three (20-23) years who is a full time student is considered a minor for the purpose of these Rules. However, a person between nineteen (19) and twenty-three (23) years of age who participates in a program is not considered a minor.
- (b) Patron parents or guardians of minors are directly responsible for the actions of their minor children and guest's 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 will not be sold to any person under the age of twenty-one (21).
- (d) Minors under the age of fourteen (14) years entering the Club must be accompanied and supervised by an adult patron 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.

6.7 PROPER CONDUCT

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

6.8 REPORTING INJURIES

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

6.9 DRESS CODE

- (a) **GOLF**. Shirts must be worn at all times on the golf course and within the social area of the Club. Men's shirts must have collars. Shorts must be of Bermuda-length or a style designed for golf. Golf shoes which are in compliance with the Club's non-metal spike policy must be worn on the course. All the following types of clothing are prohibited on the golf course: denim pants/shorts ("jeans") of all types and designs; short shorts, cutoffs, running shorts; tennis-length skirts; t-shirts and tank tops.
- (b) **DINING ROOM**. Casual attire in good taste is the appropriate attire in the dining room of the clubhouse but at a minimum, patrons must meet the dress code set forth in the Section 6.9 (a) above. Dress restrictions in the dining room may be imposed or waived for specifically designated special events.
- (c) **GENERAL**. In general, attire and grooming shall not be offensive to other Patrons or their guests. Patrons are responsible for seeing that their guests conform to this dress code. Club Management reserves the right to refuse dining room privileges to anyone it determines to be in violation of the dress code.

6.10 GRATUITIES

Tipping of Club personnel is permitted at the discretion of the Patron.

6.11 COMPLAINTS

Employees are to be treated in a courteous and considerate manner. No employee shall be reprimanded in any way by a patron. Any complaints regarding service rendered by Club personnel must be made to the Manager. Depending upon the severity of the complaint, Club management may require the Patron to make the complaint in writing along with the complaining Patron's signature. Patrons are requested to report misbehavior or violations

of rules or laws committed by employees, other Patrons or guests to the Manager, and all violations will be subject to appropriate disciplinary action.

6.12 PARKING

All Patrons must drive and park motor vehicles in accordance with applicable laws and posted regulations. Patrons drive and park their motor vehicles at their own risk. The Owner of the Club, Club management and their employees and agents are hereby held harmless against and are not responsible for, any loss or damage to Patron motor vehicles or any contents thereof while being driven or parked at the Club. Parking is permitted only in designated areas. Overnight parking is prohibited.

6.13 ANIMALS

With the exception of seeing-eye dogs, pets or other animals are not permitted anywhere at the Club at any time, regardless of whether they are on a leash or are attended.

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 the Golf 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 non-metal spike facility. Every player must also have a set of clubs and a golf bag. Patrons must carry their program cards while playing and must produce the same for inspection if requested.

(c) Patrons are required to familiarize themselves, their families and their guests with the rules and etiquette of golf as outlined in the United States Golf Association (USGA) handbook. Failure to abide by USGA rules is considered a violation of these Rules. USGA Rules will be enforced at all Club Sanctioned Golf Events (Tournament, Leagues), which will protect the integrity of the field.

(d) The enforcement of the USGA Rules of Golf during a daily, entertainment round of golf among Patrons is suggested, but will be at the discretion of the players involved.

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 or third nine holes and thereafter play the appropriate second 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 similar type of start.

(c) All players that begin on a hole other than the first hole must check in with the pro shop before continuing on to the first tee of the first nine holes, so that the starter may control traffic on the course.

(d) All players must register with the golf shop at least ten (10) minutes before commencing play, so that the starter may control traffic on the course.

7.3 WEEKDAY TEE TIME RESERVATIONS

Patron tee time reservations for golf on weekdays may be made up to fourteen (14) days in advance.

7.4 WEEKEND AND HOLIDAY TEE TIME RESERVATIONS

Patron tee time reservations for golf on weekdays may be made up to fourteen (14) days in advance. Guest play may be limited pursuant to the Club's posted policy on guest play unless the Patron has obtained prior approval from Manager.

7.5 DESIGNATED TEE TIMES

Club Management may from time to time designate Patron only tee times. Patron's may or may not wish to invite family or guests.

7.6 PRACTICE

When practicing, patrons are to use designated practice facilities only. Under no circumstances is the golf course open for use 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 of Golf, a provisional ball is to be played.

7.7 PLAYING GROUPS

(a) No more than four (4) players per group are permitted, unless prior approval has been obtained from the Golf Shop.

(b) In the case of groups with less than four (4) players, the starter, at his discretion, may fill the group with waiting players.

7.8 SLOW PLAY

The goal at the Golf Club at Wescott Plantation is to provide every customer with the most enjoyable golf experience possible. In order to do this, we ask that all patrons complete their round in 4½ hours or less. The following guidelines should be followed:

(a) Keep up with the group in front of you. (The group behind has no bearing on your pace of play.) If your group falls more than ½ a hole behind, you will be asked to pick up the pace of play and catch up with the group in front.

(b) After a second request to catch up and your group fails to do so, you will be asked to pick up your ball and move forward to your proper position.

(c) Allowing groups to play through will not be permitted without the permission of the starter or ranger.

7.9 ENFORCEMENT

Play on the course is governed by USGA Rules, with the exception of any local rules which take precedence when printed on the scorecard or posted. The golf professional or the course marshal is empowered to enforce all golf course rules. Violation of any golf rule may result in a fine and/or a disciplinary letter being written to the player by the Manager. Three such violation letters in the Patron's file is grounds for immediate suspension of golfing privileges.

7.10 GOLF CARS

- (a) Golf Cars may be operated by anyone sixteen (16) years of age and older, providing that person has a valid driver's license.
- (b) Privately owned cars are not permitted on the Club premises.
- (c) Patrons are liable for any personal injury or property damage that results from the use of a car owned or checked out in their name. Patrons are further liable for any damage to or loss of cars and must pay all repair costs necessitated by their use of a car.

7.11 GOLF CAR OPERATION

- (a) Golf Cars are to carry no more than two (2) riders and two (2) golf bags at any time.
- (b) Drivers must read the operating instructions on the golf car prior to usage and obey such instructions. No one is to operate a golf car with a flat tire, or any other mechanical failure that is apparent or observed.
- (c) Golf Cars are to be returned to the staging area. The Patron who rents a golf car will be fined if a golf car is left in the parking lot or any other non-designated area.

7.12 GOLF CAR ROUTES

Golf Cars are always to be driven on paths unless otherwise directed. Drivers must observe and obey all signs, stakes, roped areas and other markers used to guide cars.

7.13 MINOR PLAY

Minors must be certified by the Professional staff in order to play without being accompanied by a Patron parent or guardian.

7.14 GUEST PLAY

- (a) No more than three (3) guests per Patron are permitted at any time unless approved in advance by Club Management.
- (b) All other rules governing guest's attendance and participation in Club activities apply to golf guest play.

7.15 SUPERVISION OF PLAY

The Golf Professional, acting under the supervision of the Manager, has responsibility for supervision and control of all matters relating to play on the golf course. The golf professional may refuse privileges to anyone who, in his or her judgment, violates the rules of play, etiquette or dress code. Responsibility for such supervision may be delegated to starters and marshals.

7.16 REGISTRATION FOR PLAY

All Patrons and their guests must register with the golf shop prior to using the golf course.

7.17 GOLF INSTRUCTION

Instruction in golf is offered under the supervision of the Club's Director of Instruction and/or Golf Professional. No charges will be assessed if a scheduled lesson is cancelled twenty-four (24) hours or more in advance. If a Patron cancels a lesson less than twenty-four (24) hours before the scheduled time of the lesson, or fails to appear for a scheduled lesson, the Patron may be charged the lesson rate then in effect.

ARTICLE VIII FOOD AND BEVERAGE

8.1 SERVICE HOURS

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

8.2 PATRON RESTRICTIONS

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

8.3 BANQUETS AND SPECIAL EVENTS

- (a) The food and beverage manager 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 date.
- (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 Patron is required to pay the cost for 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 not be charged to a Patron's account.

8.4 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 Patron or guest who appears to be intoxicated. Minors may not purchase or consume alcoholic beverages anywhere at the Club.

8.5 CANCELLATION POLICY

- (a) If necessary, 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 cancellation, one hundred percent (100%) of the room reservation deposit will be refunded.
- (b) Any Patron who cancels a reservation more than ninety (90) days before the function date will receive 100% refund of the room reservation deposit. Any Patron who cancels a reservation less than ninety (90) days before the function date shall forfeit all of his or her room reservation deposit. A Patron must give notice of cancellation in writing and no partial refunds are given for any reservations cancelled after 90 day cancellation deadline described above.
- (c) A Patron 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.

8.6 SUPERVISION OF FOOD AND BEVERAGE AREAS

The food and beverage Manager, acting under the supervision of the Manager, has the responsibility for supervision and control of all matters relating to the food and beverage department. The food and beverage Manager may refuse privileges to anyone who, in his or her judgment, violates the applicable Rules, etiquette or dress code. Responsibility for such supervision may be delegated.

ARTICLE IX MISCELLANEOUS

9.1 BINDING EFFECT; INDEMNIFICATION

In consideration of the rights and privileges of program participation, each Patron 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 Patron 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 Patron or his or her family or guests, any use of the Club by the Patron

or his or her family or guests, or any dispute arising in any manner from program participation.

9.2 RELEASE AND DISCLAIMER

While using the Club or participating in Club events, whether at or off the Club, patrons and their family and guests are charged with the responsibility of using proper judgment 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 Patron or his or her family or guests or for damage to or loss of property resulting from the use of the Club. Consequently, any Patron, guest or other person who uses or accepts the use of the Club or service, or engages in any athletic contest, exercise 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 patron 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 Patron, or anyone claiming by, or through said Patron might now or hereafter have against said parties due to any injuries caused to or occurred by any Patron or his or her family or guests or for damage to or loss of property resulting from their use of the Club.

9.3 PERSONAL PROPERTY

Each Patron and his or her family or 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.

9.4 LIABILITY FOR DAMAGE OR INJURY

- (a) Each Patron is responsible for any damage to the Club or property caused by the Patron, his or her family, or guests, and such patron shall promptly reimburse 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 an 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 Patron shall attempt to contact the land owner or resident at the time of the incident and also report the incident to the golf shop upon completion of 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.
- (c) Persons playing golf and/or using golf cars on the golf course are responsible for any injury which may result from their conduct. Neither the Owner of the Club or Club management shall be responsible for injuries which may result

from errant balls or golf car accidents or other conduct of persons using the golf course. In the event a Patron causes such injury, the Patron shall immediately contact the injured party and take responsibility for the incident and shall report the matter to the golf shop upon completion of 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.

(d) Caution must be exercised at all times while wearing golf shoes.

9.5 RECOVERY OF DAMAGES OR DUES

If it is required to turn a Patron's account over to collection or institute legal action to collect any dues or charges owed by a Patron, or to enforce any provision of these Rules against a Patron, the Patron agrees he or she shall be responsible for all costs of collection, including without limitation reasonable attorneys fees incurred and court costs.

9.6 NO AGENCY

No Patron or any other person participating in the activities of any association or committee shall have the authority, expressed or implied, to act on behalf of or as an agent for the Owner of the Club, Club Management or Manager.

9.7 ENTIRE AGREEMENT; AMENDMENT

Each program participant acknowledges and incorporates these Rules. The program application form signed by each Patron and these Rules, as presently enacted or hereafter amended, constitute the entire agreement between each Patron and Club Management. These Rules may be modified, amended, changed, altered or repealed at any time at Club Management's sole discretion, and may be supplemented by the publication of appropriate information in the Club's newsletter or by posting at the Club.

9.8 NOTICE

- (a) Any notice to be given by Club management to a Patron may be mailed or otherwise delivered to that Patron at the address which the Patron lists on the application for participation, unless that address has subsequently been changed by written notice delivered to Club Management as provided for in this Section. Notice to a Patron is effective at the time of personal delivery or, if mailed, on the first regular mail delivery day at least three (3) days after the notice is mailed, postage-prepaid, whether accepted or not.
- (b) Any notice to be given by a Patron to the Club may be mailed or otherwise delivered at that address listed in Section 1.1, or such other address designated by notice delivered to the participants as provided for in this Section. Any notice to be effective upon its receipt.

9.9 WAIVER

No obligation of a Patron shall be deemed to have been waived unless such waiver has been given in writing by Club Management. Club Management's failure to strictly enforce these Rules or to fail to act in the event of a breach by a Patron of its obligations under these Rules shall not be construed as a waiver of a subsequent breach of the same or different obligation.

9.10 CUMULATIVE REMEDIES

All remedies shall be cumulative and no one of them will be exclusive of the other. Club Management shall have the right to pursue any one or all such remedies or any other remedy or relief which may be provided by law or equity, whether or not stated in these Rules.

9.11 CONVEYANCE OF OWNERS OR MANAGER'S INTEREST

Owner and Manager shall have the absolute right to assign, transfer, sell or convey their respective interests in the Club and these Rules. Upon the conveyance, whether by assignment, sale or other form of transfer of Owner's or Club management's interest in the Club and the operations thereof, the party conveying its interest shall be relieved of all of its covenants and obligations contained in these Rules and any liability arising out of any act, or occurrence or omission occurring after the date of such conveyance.

**THE GOLF CLUB AT WESCOTT PLANTATION
RECEIPT OF RULES AND REGULATIONS**

No person is authorized at any time to make any representations or to provide any information with regard to the Club, its organization and operation or the program which is not contained in these Rules and Regulations or the Application for Patron Program participation. If you receive any representation or information other than what is written in these documents it must be relied upon as having been authorized by the Club. Please notify the Manager should you receive any such representations.

The undersigned acknowledges having received, read, and understood the March 1, 2002 Rules and Regulations of the Golf Club at Wescott Plantation. The undersigned hereby agrees to be bound by the terms of these Rules and Regulations as they may be amended by Club Management from time to time.

Date: _____

Patron's Signature: _____

Witness to Signature: _____

Print Witness Name: _____