



## **RULES AND REGULATIONS**

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## PREAMBLE

These Rules and Regulations are intended to be a guide to the use of The Club at Spurwing ("The Club") facilities ("Club Facilities"). They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by The Club to protect 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 is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion. Where the Rules and Regulations refer to The Club taking action or having rights, The Club at Spurwing may take such action and have such rights.

## GENERAL CLUB RULES

**Members, their families and their guests are expected to abide by all rules and regulations of The Club as they may be amended from time to time.**

1. The Club facilities shall be open on the days and during the hours as may be established by The Club.
2. Areas of The Club may also be closed for scheduled maintenance and repairs.
3. The Club reserves the right to close the golf course and clubhouse to hold promotional events and tournaments subject to the provisions of the Membership Plan.
4. Performance by entertainers will be permitted on The Club Facilities only with the permission of The Club.
5. Dining room activities for groups will be permitted only with the permission of The Club.
6. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at The Club in any manner prohibited by law.
7. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
8. All food and beverages consumed on The Club Facilities must be furnished by The Club unless otherwise permitted.
9. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of The Club only with the permission of The Club.
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 Club. Other than as permitted in writing by The Club, 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. It is contrary to The Club's policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by The Club.

13. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by The Club.

14. Members should not request special personal services from employees of The Club who are on duty or the personal use of The Club's furnishings or equipment which are not ordinarily available for use by members.

15. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on The Club Facilities. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the member or under the member's control.

16. 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 Club Manager.

17. 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 Club Manager. No member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave The Club Facilities for any reason.

18. Any employee not rendering courteous and prompt service should be reported to the management of The Club immediately.

19. Self parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.

20. Smoking is not permitted in the clubhouses (and patios), the training facilities, the gated pool area, tennis courts and comfort stations of the tennis courts, and holes 9 and 15 of the golf course.

21. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by The Club.

22. Firearms and all other weapons of any kind are not permitted on Club property except in the sole discretion of The Club.

23. Use of The Club Facilities may be restricted or reserved from time to time by The Club.

24. 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 Club in accordance with these Rules and Regulations.

25. 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.

26. In no event shall The Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, disability or marital status.

27. Use of cellular telephones: Cell phones must be switched to "silent" mode in the clubhouse and pool area, on the tennis courts, driving range, practice putting green and golf course. A member may text or email in all areas of The Club but calls may be received or made only in the clubhouse men's and women's card rooms, outside the doors of the clubhouse, outside the gates of the pool area and at the comfort stations of the tennis facility, on holes 9, 15 and the driving range. If all members of a golf group concur that cell phone usage is agreeable while playing, cell phones may be used on the golf course.

## **MEMBERSHIP CARDS**

1. The Club will issue a membership card to the member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's name, 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 fourteen or over the age of 25. Members and their families must have their membership cards 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. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as determined by The Club.

4. 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.

## **MEMBER DUES AND CHARGES**

1. Members' dues will be billed on a monthly, semi-annual or annual basis as determined by the membership agreement and membership summary

2. All food, beverage, merchandise and services of The Club charged to the member's club account will be billed monthly and each member's club account shall be due and payable upon receipt of the monthly statement.

3. Club accounts shall be deemed delinquent from the date first billed if payment is not received within thirty (30) days after the date of the monthly statement. Past due bills will be subject to a one and one-half percent late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue thirty (30) days from the date of the monthly statement until the account is paid in full.

4. If a member fails to pay any club account within 30 days of when it is first billed, The Club shall have the right to suspend membership privileges in The Club at any time until the delinquent account is paid in full. In the event that there are any amounts owing to The Club by a member which are in excess of sixty (60) days past due, the member's membership privileges shall be suspended and then terminated after thirty (30) days written notice, provided the member does not pay the delinquent amount during the thirty (30) day period. The member shall not be entitled to any reissuance payment with respect to the membership or refund of the Membership Fee paid by the member. Members having past due bills may be charged a reinstatement fee at the discretion of The Club to reactivate an account once it is deemed delinquent.

5. Exercising of any one of the remedies available to The Club shall not preclude The Club from exercising any of its other rights or remedies available at law or in equity. If The Club account of any member is delinquent, The Club may 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 Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to The Club, and if judgment is obtained by The Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings, so long as the indemnified party is not the sole party in fault.

## **MAILING ADDRESSES**

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by The Club, his or her mailing address 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 Club ten days after they have been mailed to the address on file with The Club. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as The Club Manager may think is most likely to cause its prompt delivery.

2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

3. The Club will maintain records of the Membership Fee repayment obligation with respect to Charter Members, Junior Executive Members and Full Members. If after the member's resignation and reissuance of his or her membership, the Charter Member, Junior

Members or Full Member has an obligation to advise of any change of address where The Club should send the member's Membership Fee when due to the member. The representative of the estate of the member shall provide a written notice setting forth the name(s) of the heir(s) who is entitled to receive the repayment of the balance of the member's Membership Fee when due to the member and the address to where a check for the balance of the member's Membership Fee should be sent, along with evidence satisfactory of the representative's authority to act on behalf of the member's estate. The Club shall be entitled to rely exclusively (without any duty to verify), on the address provided by the member and, if The Club has received notice from the representative of the member's estate, on the notice from the representative of the name(s) of the heir(s) and the address of such persons(s).

## **MEMBERSHIP CORRESPONDENCE**

Complaints or suggestions concerning the management, service or operation of The Club should be in writing, signed by the member and addressed to The Club Manager. Errors in billing charges should be directed to the attention of the Accounting Department.

## **CLUB SERVICES AND ACTIVITIES**

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.

2. The Club 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 Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor 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 Club.

## **RESIGNATION OF MEMBERSHIP**

1. A member may resign membership in The Club by delivering to The Club's Membership Office written notice of resignation at least ninety (90) days prior to the end of the membership year. A resigned member shall be obligated to continue to pay dues, fees and other charges associated with the resigned membership until the earlier of: (a) the reissuance of the membership by The Club; or (b) the end of the membership year in which resignation occurs. A resigned member shall be permitted to use The Club and the Facilities as long as the dues, fees, and other charges continue to be paid, on a current basis, by the resigned member.



2. If the resigned member desires to have the membership placed on the resigned membership waiting list, notice of resignation must include a check for the fee, refundable at reissuance, in an amount established by The Club from time to time. A membership shall be deemed to have been resigned as of the date The Club receives written notice of the member's resignation.

3. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account.

## DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by The Club 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 Club. The Club 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 Agreement, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to The Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by The Club from time to time, (vi) abusing Club personnel or employees, 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 or The Club.

2. Any member accused of improper conduct shall be notified of The Club's proposed disciplinary action and shall be given an opportunity to be heard by The Club to show cause why he or she should not be disciplined. If such member desires to be heard, The Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by The Club, the member shall enjoy the privileges of The Club. Notwithstanding the foregoing, The Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay, in a proper and timely manner, dues, fees or any other amounts owed to The Club.

3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. If The Club determines that a member's conduct or the conduct of his or her family or guest is improper, The Club may terminate the membership, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any Membership Fee, dues or any other fees. 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.

4. Any Charter, Junior Executive or Full Membership which has been terminated hereunder shall be placed on the waiting list for reissuance and the member's Membership Fee shall be returned to the member upon reissuance of the membership in the same manner as in

the case of any resigned membership. All membership privileges shall cease upon termination of membership. A person whose membership has been terminated shall be obligated to continue to pay dues until the membership is reissued or at the end of the membership year, whichever is earlier, and the amount refunded to the person will be reduced by the amount of any unpaid dues, fees and charges.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

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 Club shall not be responsible for any loss or damage to any personal property used or stored on The Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by The Club, 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 Club.

2. No person shall remove from the room in which it is placed or from The Club's premises any property or furniture belonging to The Club without proper written authorization. Each member of The Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's club account.

3. Any member, 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 Club, 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 sponsored by The Club, either on or off The Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold the Company, its affiliates, and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom or arising out of or incident to membership in The Club and/or from any act or omission of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

4. 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 Club 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, said 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, so long as the indemnified party is not the sole party at fault.

## **RESERVATIONS AND CANCELLATIONS**

1. Dinner reservations may be required as determined by The Club. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties of more than ten persons will be accommodated on an "as available" basis. A 24 hour notice is requested for parties of more than ten persons and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.

2. Reservations are required for most activities of The Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of The Club.

3. For all functions of The Club held in the dining rooms of The Club, tables will be assigned on a first-call, first-choice basis.

4. No member or committee shall plan or set dates for dining room activities without prior approval of The Club.

## **GRATUITIES**

1. For the convenience of all members, a gratuity percentage, as determined from time to time by The Club, may be added to all food and beverage sales. A member may increase the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity, as the member deems appropriate.

2. Cash tipping of Caddies, Cart Caddies, and Servers is permitted by members of The Club.

3. It is customary for The Club to send a letter providing an opportunity for members to contribute a suggested contribution to a Season Ending Fund for all Club employees. Payment of such contribution will be voluntary and will be included on the contributing member's October bill. Club management shall be responsible for the distribution of these funds. The General Manager, Head Golf Professional and Golf Course Superintendent are excluded from this Fund.

## **CHILDREN**

1. Unless permitted by The Club, children under fourteen years of age are not allowed at The Club Facilities (including the Restaurant and Lounge) unless accompanied and supervised by an adult.

2. Members fourteen years of age and older and their guests may dine in the Restaurant and Lounge unaccompanied by an adult.

3. Members are responsible for the conduct and safety of their children when enjoying The Club Facilities.

## ATTIRE

**General Attire** - It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of The Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. For example, blue jeans may be worn in the clubhouse lounge but not in the formal dining room or at other social functions unless otherwise indicated. Members and guests may be dressed in the activity in which they are participating in the Lounge only (for example: Tennis attire is appropriate before and after tennis play or golf attire before or after playing) with the exception of Pool attire (see information regarding pool attire below). Frayed or cutoff jeans are not permitted, nor are tee shirts, tank tops, halter-tops and other abbreviated attire. Shirts and shoes must be worn at all times when on Club Facilities.

**Golf Attire** - Proper golf attire is required for all players. Proper attire shall mean the following:

- Men: Shirts with collars and sleeves and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, blue jeans, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not permitted attire for the golf course.
- Women: Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, blue jeans, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted on the golf course.
- Golf Shoes: Appropriate golf shoes are required for all golfers. Soft spikes or spikeless golf shoes are required. Tennis shoes or other soft sole shoes are subject to the approval of the Golf Professional on duty.

This dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the Golf Shop before starting play.

**Tennis Attire** - Proper tennis attire as determined by the Golf Shop is required at all times. Colors are permitted. Examples of attire not permitted are: T-shirts with inappropriate graphic designs, undershirts, fishnet shirts, cut-offs, blue jeans, bathing suits, gym shorts, slacks and walking shorts. Regulation tennis shoes are required.

**Pool Attire** - Proper pool attire as determined by Management is required at all times in the pool area. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.

## **GUEST PRIVILEGES**

1. Guest privileges may be extended under the rules established by The Club from time to time. Although it is the intention of The Club to accommodate guests without inconvenience to the members, The Club reserves the right to limit the number of guests that are invited by a member and the number of times a particular guest may use The Club Facilities in any given membership year.

2. The Club 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.

3. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by The Club, in its sole and absolute discretion.

## **GUESTS**

1. The Club reserves the right to determine from time to time the maximum number of times a particular guest may use The Club Facilities as a guest of a member during each membership year.

2. All guests must be accompanied by the sponsoring member while using The Club Facilities unless The Club determines otherwise. A particular individual using The Club Facilities as a guest must be registered by the sponsoring member with The Club. The Club reserves the right to require identification by each guest.

3. Guests will be charged guest fees for use of The Club Facilities as determined from time to time by The Club.

4. Guests will be entitled to use The Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees.

5. Guest charges for any services not paid for by credit card will be charged against the sponsoring member's club account.

6. Guest privileges may be limited by The Club, from time to time, in the sole and absolute discretion of The Club. Notice of such limitation will be given by The Club.

7. Club Members may bring up to three (3) guests per day to use the golf course. Any additional golf guests must be approved by The Club Head Golf Professional.

8. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at The Club. If the manner, demeanor or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of The Club, cause such guest to leave the premises of The Club.

## **GOLF COURSE AND PRACTICE FACILITY**

The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of The Club, except when in conflict with local rules or with any of the rules herein.

### **CARE OF THE COURSE**

1. Players assume the fundamental responsibilities required by the game of golf while they are on the course. Respect for the condition of the course is demanded by the game.
2. Before leaving the bunker rake it in such a manner as to leave it in better condition than when you arrived.
3. Walk into and out of the bunkers at the lowest point. Rakes should be adjacent the bunker after you have finished raking your tracks.
4. Replace all divots and repair all ball marks. Replace your divot and use the sand supplied on the golf cart to fill the divot edges.
5. Jogging, bicycling, fishing or recreational walking is not permitted on the golf course without the permission of The Club, unless specifically permitted.
6. No private beverage coolers or beverages are permitted on the golf course.

### **GOLF COURSE ETIQUETTE**

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone.

1. Anticipate The Club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly. Play "ready golf" and hit when ready.
2. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee in order to save significant time. Never leave the golf cart in front of the green where you will have to go back while the following players wait for you to move on.
3. When play of a hole is complete leave the green promptly and proceed to the next tee without delay. Record the score for the completed hole on the next tee.
4. If you are not holding your place on the course (see Pace of Play), allow the players behind to play through. Do the same if you stop to search for a lost ball.
5. Slow play and all breaches of golf etiquette will be reported by the Golf Shop and appropriate action will be taken.

## **PACE OF PLAY**

1. The Club reserves the right to keep play moving at the proper pace for all players' enjoyment.
2. It is the responsibility of each group to keep pace with the group ahead. If a group falls one complete hole behind the group ahead they are required to allow the following group to play through.
3. It is each group's responsibility to be observant of its position on the course and keep pace.
4. It is "suggested" that each group wait on the #1 and on #10 tees until each player of the prior group is on the green.
5. If a player or players are repeatedly warned for slow play, The Club 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.
6. All players who stop after playing nine holes must occupy the next tee before the following players arrive or they shall lose their position on the golf course and must check in the Golf Shop or with a starter to start again.
7. Practice is not permitted on the golf course. Please use the practice facilities.
8. Singles and twosomes may be paired at the discretion of the Golf Shop.

## **ERRANT GOLF SHOTS**

If a ball is hit into adjacent residences The Club recommends the following procedures:

1. Please attempt to notify the resident of the home if you suspect any damage either in person or by leaving a note or business card.
2. Please inform the Golf Shop staff upon completion of play.
3. The Club is not responsible for the results of errant golf shots. Members are reminded to be courteous and respectful when searching for a ball that may have gone out of bounds.
4. Golf balls may not be retrieved from residential property.

## **MEMBER TOURNAMENTS AND EVENTS**

1. The tournament schedule will be established each fall for the upcoming year.
2. Players wishing to participate in an event may be required to have a valid, verifiable USGA index.

3. Tournament sign-up and other information is distributed through special mailings, emails, or on The Club at Spurwing web site.

4. Committees may be established to assist in the administration of events with the Golf Professional Staff.

5. Cancellation policies will apply to certain events that require special prizes purchased by the committee.

6. Cancellation fees may vary based on the extent of prize purchases. Please note these policies for each event to help avoid any undue charges.

## **HANDICAPS, GHIN & IGA**

1. The information needed to establish a GHIN (USGA handicap system) handicap is available in the Golf Shop.

2. There is an annual fee for handicapping which provides full membership into the IGA (Idaho Golf Association).

3. Handicaps are computed under the supervision of the Golf Shop in accordance with the current USGA handicap systems.

4. All members and their guests may be required to have a USGA approved handicap to participate in Club tournaments. All handicaps submitted may be reviewed and adjusted by the Golf Shop.

5. Members are responsible for turning in 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.

6. The Golf Shop shall assist any members needing help with the posting procedures.

7. The Golf Shop shall determine if there are violations by members in turning in their scores.

## **PRACTICE RANGE**

1. The practice range tee will be open according to the season, weather conditions and maintenance.

2. Proper golf attire is required on the practice range (see Dress Code).

3. Practice range balls are complimentary for members and guests.

4. Range balls are for use on the practice range only and may not be used on the golf course. Members or their guests in possession of, or using The Club's PRACTICE balls is



strictly prohibited and will constitute a violation of The Club's Rules and Regulations. The member is subject to disciplinary action.

5. Balls must be hit from the designated areas. Hitting is not permitted from the rough or sides of the practice tee.

6. Repair ball marks on practice green, putting course and training facility as applicable.

7. Teaching areas are defined and are to be used only for lessons.

8. Personal "shag bags" are permitted on the putting and chipping green only. All range balls must remain at The Club.

### **GOLF INSTRUCTION**

1. Lessons are only available from The Club at Spurwing staff PGA Golf Professionals unless otherwise approved by The Club. Please contact a member of the staff for scheduling.

2. Individual, video, group, junior, and playing lessons are available. See the schedule of fees for rates.

3. Guest lessons will be allowed if accompanied by a member and based on availability.

### **TEE TIMES**

1. The Golf Professional staff will assist in the order of daily play. It is recommended that you call, or use the online reservation system, to schedule a tee time in advance.

2. Caddies are not required, and reservations for caddies are required one day in advance for play. Caddie fees will be established by The Club.

3. Day Guests awaiting their host member may use the range unaccompanied prior to their round only at the discretion of the Golf Shop and for a period of no longer than 30 minutes.

4. The first players of the day will be allowed to tee off no earlier than the opening of the first tee.

5. Groups of five shall only be permitted on the golf course with the permission of the Golf Shop and must keep up play. Groups that are not capable of maintaining an acceptable pace or that are inconsiderate of other groups will not be permitted to play in a five-some. A five-some must have at least 2 members in the group.

6. All members are required to register their guests in the Golf Shop prior to the beginning of play or using the range.

7. All play will commence from the #1 tee unless directed otherwise by the Golf Professional Staff. Starting on any hole other than #1 is not allowed without permission from the Golf Shop.

8. At the discretion of the Golf Professional Staff tee times may be required as necessary.

## **GOLF CARTS**

1. In the spirit of the game, walking is permitted at The Club at Spurwing.

2. Golf carts may be used anytime the course is open for play unless otherwise noted.

3. A Member or guest shall not use a golf cart on The Club premises without proper assignment, registration and keys from the Golf Shop.

4. In an effort to maximize The Club cart fleet, no single riders will be permitted unless there are an uneven number of players in the group.

5. In order to properly maintain carts, all carts must be returned to the cart barn by the end of day unless under a monthly or annual lease agreement.

6. Under normal circumstances a 90-degree cart rule will be in effect.

7. Carts must remain on the path on all par 3's.

8. Carts must remain on path within fifty (50) feet of the greens and whenever directed to paths.

9. There will be occasions related to weather or maintenance that will require carts to remain on cart paths on selected holes or all eighteen. Members are requested to adhere to these guidelines.

10. Private carts are permitted in the Community subject to rules, regulations and registration as outlined in The Club's Member documents.

11. Each operator of a golf cart must have a valid driver's license.

12. Golfers must obey all golf cart and traffic signs.

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.

14. 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 family members, or guest, and shall reimburse The Club and/or any operator of The Club for any and all damages The Club may sustain by reason of misuse.

15. Each member accepts and assumes all responsibility for liability connected with the operation of a golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damage, whether direct or consequentially arising from or related to the member or guest use and operation of golf cart.

16. "Course Closed" or "Hole Closed" signs are to be adhered to without exception.

17. Only two (2) persons are permitted on a golf cart excluding "cart caddies" performing their duties.

## **JUNIOR USAGE**

1. Juniors are defined as children under the age of 17 and may introduce guests only at the discretion of the Golf Shop. Young adults ages 17-25 may introduce guests only with the permission of a parent.

2. Juniors may play only at the discretion of the Golf Shop. "Junior Golf Evaluations" are required for juniors unaccompanied or accompanied, under the age of 14 to play the golf course or use the range. The "Junior Golf Evaluation" is performed by the professional staff and will require that a measure of competency and an understanding of the rules/etiquette is observed. The "Junior Golf Evaluation" must be completed prior to play/usage or the junior must have a scheduled evaluation upcoming. See the schedule of fees for rate.

3. Adult members will have priority over unaccompanied juniors at all times on the golf course.

4. Regulations regarding junior access and privileges are subject to review on a periodic basis.

## **GUEST POLICIES**

1. It is important that all members notify the Golf Shop staff of guest names prior to their arrival to insure smooth entrance to The Club.

2. Guest play will be allowed on a limited basis. An individual guest may play either golf course six times (combined) during the calendar year.

3. A member's "family guest" is defined as the adult child, grandchild, parent, grandparent, brother, sister, and spouses of the same. They may play either golf course twelve times (combined) per calendar year and will receive a reduced green fee.

4. Guest play will be monitored and may be adjusted to accommodated member needs.

## **ACCESSIBILITY**

The Club will attempt to make reasonable accommodations for handicapped individuals in order to provide access to those in need.

## **RAIN CHECKS**

If rain or inclement weather conditions causes termination of play, a full or pro-rata credit for that day's guest fee may be granted at the discretion of The Club.

## **CADDIES**

1. Caddies are not required for guests or members.
2. Reservations for caddies are required one day in advance for play.
3. Caddie fees will be established by The Club. Due to the unique nature of the caddie position and the "value added services" that they offer caddies may accept gratuities.
4. If a player reserves a caddie and fails to show the player will be billed for the entire caddie fee. The caddie will be held for one hour from the time the caddie was reserved in order to allow flexibility in starting time.
5. If a group arrives and requires but does not call to reserve a caddie, the member will be charged the regular caddie fee.

## **CELL PHONES**

Cell phones and/or pagers must be switched to "silent" mode in the Clubhouse and pool area, on the tennis courts, Fitness Facility, driving range, practice green and golf course. A member may text or email in all areas of The Club but calls may be received or made only in the clubhouse men's and women's card rooms, outside the doors of the clubhouse, outside the gates of the pool area and at the comfort stations of the tennis facility, on holes 9, 15 and the driving range. If all members of a golf group concur that cell phone usage is agreeable while playing, cell phones may be used on the golf course but must be in silent mode at all times.

## **DRESS CODE**

There is a dress code policy for the Golf Course and Practice areas. Please advise all guests of The Club's policy. The dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. (See Attire section)

## **SMOKING ON THE COURSE**

1. Smoking, while permitted on the course, is discouraged to protect the nature of the course. Cigarette filters are unsightly and compromise the beauty of the course.

2. Cigar smokers are requested to not leave piles of ashes on the greens or tees. There will be no smoking inside the Clubhouse facilities, however it will be allowed in designated areas.

## **HOURS OF PLAY**

1. The hours of play and Golf Shop hours shall be posted in the Golf Shop. The Golf Shop shall determine when the golf course is fit for play.

2. The Club maintains the right to utilize an automated tee time reservation system for tee time reservations.

## **REGISTRATION**

All members must register their guests in the Golf Shop before beginning play or using the range.

## **GENERAL TENNIS RULES**

1. The Rules of Tennis of the USTA shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

2. Court reservations may be made by phoning or visiting the Golf Shop. No standing reservations will be accepted.

3. All players must check in and register at the Golf Shop ten minutes prior to their court time or the court will be released to the first name on the waiting list.

4. At the end of their playing period, players must promptly relinquish their court to the next players. Once a member is off the Court, the member may sign up for the next available court time.

5. Play will be limited on a court to an hour and a half, except for certain times designated by the Golf Shop.

6. Proper tennis attire is required as previously described.

7. Upon completion of play, tennis courts must be returned to an acceptable condition in preparation for the next member.

8. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts.

9. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time. Trash and other litter must be placed in the proper receptacles, and water must be contained in spill proof containers.

10. Use of the tennis courts shall be subject to the control of the Golf Shop at all times. The Golf Shop shall determine the suitability of the courts for play. Courts will be closed

when necessary for maintenance operations, when dictated by safety considerations and/or when under adverse or anticipated adverse weather conditions. The Golf Shop may reserve the courts for special events.

11. Private tennis lessons may only be given on The Club tennis courts with prior arrangements through the Golf Shop and payment of any appropriate fees.

12. In accordance with the general rules and regulations, the use of cellular telephones is prohibited in the tennis court area.

## **GENERAL TENNIS FACILITY RULES**

1. The Tennis facilities shall be open on the days and during the hours as may be established by The Club.

2. Areas of the Tennis Facility may also be closed for scheduled maintenance and repairs.

3. The Club reserves the right to close the Tennis Facilities to hold promotional events and tournaments subject to the provisions of the Membership Plan.

4. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Tennis Facilities in any manner prohibited by law.

5. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.

6. All food and beverages consumed on the Tennis Facilities must be furnished by The Club unless otherwise permitted.

7. Employees are permitted to deliver food or alcoholic beverages to the Tennis Facilities only with the permission of The Club.

8. Commercial advertisements shall not be posted or circulated in the Tennis Facilities nor shall solicitations of any kind be made on the Tennis Facilities or upon The Club's stationery without the prior approval of The Club. Other than as permitted in writing by The Club, no petition shall be originated, solicited, circulated or posted on Club property.

9. Use of the Tennis Facilities may be restricted or reserved from time to time by The Club.

10. 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 Club in accordance with these Rules and Regulations.

11. 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.

12. In no event shall The Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, disability or marital status.

## **GENERAL POOL RULES**

1. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to The Club immediately.

2. Members may be requested to register guests and pay guest fees, if appropriate and as determined by The Club.

3. Children fourteen (14) years of age and younger must be accompanied and supervised by an adult at all times.

4. Children who cannot swim must be accompanied by a parent or guardian at all times while in any of the pool areas.

5. Children must be three (3) years of age and toilet trained to use the adult pool. Children wearing diapers are not permitted in any pool.

6. Swimming is permitted only during designated hours.

7. Showers are required before entering the pool.

8. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area.

9. Food is allowed only in designated areas of the pool facilities. All food and beverages consumed on The Club facilities must be furnished by The Club unless otherwise permitted.

10. All swimmers must wear bona fide swimming attire. Cut-offs, jeans and Bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the Clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.

11. Radios and other electronic devices are permitted only when played with headphones and at a sound level not offensive to other members and guests.

12. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.

13. Playing activities at the pool are permitted only if not intrusive to other guests.

14. Diving is not permitted unless otherwise indicated at the pool.

15. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions.

16. Smoking is permitted only outside of the pool area (beyond the gates)
17. Flotation devices are permitted for non-swimming children up to five (5) years of age and accompanied by an adult. Other flotation devices may be used only if not intrusive to other guests in the pool. Tire inner tubes are not permitted at any time.
18. In accordance with the general rules and regulations, the use of cellular telephones is permitted only outside of the pool area (beyond the gates).

## **GENERAL FITNESS RULES**

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing The Club from liability for their use of The Club's facilities as determined from time to time.
2. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.
3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.
4. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.
5. Regular operating hours for the fitness facilities will be posted by The Club and may be changed from time to time.
6. A completed and signed health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.
7. All members and their guests must sign in at the fitness center desk.
8. Guest fees may be charged for use of the fitness facilities. If fees are established, the member's account will be billed.
9. All weights and pieces of equipment must be returned to their proper places at the completion of use.
10. Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the fitness facility and in the aerobics studio. No black-soled shoes shall be permitted at the fitness facility.



11. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises.

12. Members, family members and guests assume full risk of loss and responsibility for damage to their health.

13. No clothing or personal articles may be stored under benches or in the common areas.

14. Children under 14 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.

15. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities are strictly prohibited.

16. Stereos, televisions and tapes should be enjoyed with the use of headphones and at a volume so as not to disturb fellow members.

17. Cell phones must be switched off or in "silent" mode while in the Fitness Facility. All phone conversations are to be made outside the Facility doors.

**MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH.**