

Auburn University Club at Yarbrough Farms

Rules and Regulations

Auburn University Club at Yarbrough Farms ("The Club") hereby declares that the following Rules and Regulations under which the operations and Membership of The Club will be governed are now in full force and effect, subject to modification, amendment, change, or supplement hereto which may be hereafter adopted by The Club.

The following Rules and Regulations have been established by the Owners of The Club to ensure the enjoyment, safety, Membership-status and protection of the Members of The Club.

Membership in The Club provides a privilege to use The Club facilities and is not an investment or Ownership interest in The Club, nor does it provide equity or Ownership interest in The Club's facilities, personalty, equipment or any other asset. It does not confer upon any Member a vested or prescriptive right or easement to use the facilities operated by The Club. The payment of Membership dues and fees to The Club and applicable taxes provides each individual Member a license to use The Club facilities in accordance with the category of Membership acquired and these Rules and Regulations. Such license may be revoked by The Club at any time and for any reason deemed appropriate by Ownership. Any Membership or privilege which is revoked for any reason does not entitle any Member to a refund of any dues or other monies previously paid to The Club. Furthermore, all monies due at the time of revocation of Membership or privileges remain due and payable by any such Member to The Club.

Article I - Definition of Terms

Club. Shall mean and refer to The Auburn University Club, located in Auburn, Alabama, and including all of its facilities as same may exist from time to time.

Management. Shall mean and refer to the Management of The Club as determined by the Owners.

Members. Shall mean and refer to the Members of The Club who have submitted applications, been accepted for Membership, remitted any and all initiation fees in accordance with their terms of Membership, paid all required dues and fees in accordance with their Membership requirements, and who are in good standing.

Good Standing. A Member is deemed in good standing when such Member is current in all of his Club obligations, including but not limited to: payment of dues, fees, expenses, and his Membership is active and not subject to termination or suspension.

Article II - Governing Body

Governing Body. The management, policy and operation of The Club shall be formulated and controlled by and at the sole discretion of the Owners. Notwithstanding anything to the contrary contained herein, the Owners reserve the right, from time to time, in their sole and absolute discretion, to amend the terms of Membership including but not limited to increasing or decreasing or otherwise adjusting Membership dues, changing the categories of Membership as well as the amount of Members in each category, selling ships, waiving or modifying these Rules and Regulations, terminating Memberships in The Club, discontinuing operation of any or all of the facilities operated by The Club or making any other changes in terms and conditions of Membership or the facilities available for use by Members.

The Owners shall have the right to form an Advisory Board consisting of a number (to be determined) of individuals who have agreed to serve from time to time. The Advisory Board shall consult with and advise the Owners on such matters as the Owners shall request, including but not limited to, initiation fees, dues, Membership classifications, golf course condition, operating and capital budgets and relationships with the Members and Auburn University.

Article III Membership Classifications

Membership. Membership is available, subject to application and acceptance and payment of Membership dues. Only the Member, his/her spouse and dependants 19 or under (or dependant children between the ages of 19-23) will have Club privileges. Members are responsible for any and all charges to their accounts made by spouses or dependants. Initially there will be eight categories of Memberships - Local, Regional - I, Regional - II, Regional - III, National, Junior, Corporate Members and Students. The Member's primary residence, which shall mean the residence reflected on an individual's federal income tax return and/or driver's license, shall determine the Membership classification.

- **Local**- This Membership is for individuals residing within Lee County, Alabama.
- **Regional I**- This Membership is for individuals residing in the areas outlined in orange on the regional Membership map.
- **Regional II**-This Membership is for individuals residing in the areas outlined in blue on the regional Membership map.
- **Regional III**- This Membership is for individuals residing in the areas outlined in green on the regional Membership map.
- **National** - This Membership is for individuals residing in the United States but outside of the Local, Regional I, Regional II and Regional III classifications.
- **Corporate Member** - Up to 20 corporations or 120 individuals may be categorized as corporate Members.
- **Student**- Up to fifty (50) Memberships available only to full-time students enrolled at Auburn University, campus located in Auburn, Alabama, USA.

Article IV - Admission

Eligibility for Membership- The criteria for eligibility for Membership in The Club shall

be set by the Owners and will be subject to change at any time without further notice to the Membership. All Membership decisions are final and not subject to appeal.

Application - Applicants for Membership in The Club shall complete and sign the Membership Application truthfully and completely. The application shall be presented to The Club together with all applicable Membership fees. Any omission, inaccuracy, or misrepresentations by the Applicant shall render the application void or shall be grounds for immediate rejection of the application or, if discovered later, dismissal from the Membership of The Club.

Requirements - All Members shall be bound by these Rules and Regulations. The Owners may from time to time amend, modify or supplement these Rules and Regulations in any manner they choose. Any act, omission, behavior, damage, or other action deemed inappropriate by the Owners and not previously addressed in these Rules and Regulations will constitute grounds for dismissal from the Membership of The Club.

The failure of these Rules and Regulations to address any act or omission not contemplated by The Owners will not constitute a waiver of The Owners right to terminate, suspend, cancel, revoke or remove The Club privileges or any portion thereof from any Member. **Any and All Criminal Acts or Omissions will be immediate grounds for revocation, cancellation or suspension of all Club privileges and/or Membership.**

Payment of Dues, Charges to Account, Fees and Taxes All initiation fees and/or application fees are non-refundable. All initiation and/or application fees shall be payable in advance. Upon notice of acceptance by The Club and payment of appropriate initiation fees, the Member shall then be entitled to the benefits and privileges of the Membership and such Member shall be bound by the Rules and Regulations of The Club. Should the Membership application not be approved, any dues (but not the application fee) paid by applicant shall be returned to the Applicant.

Non-Transferable Membership - Club Memberships may not be transferred without prior approval, in writing with notarized signatures of each shareholder of The Club.

Inactive Status - Upon disability or other extenuating circumstance affecting a Member, such Member may request that the Owners change his Membership status to "inactive". No Member will receive an inactive status unless such designation is made to the Member by the Owners in writing. During any such inactive period, dues and all Club privileges shall be suspended. The Members charge account will be frozen until such time as the Member becomes active again.

No Member will be allowed to receive an inactive status until all of the due and payable dues, fees, charges, taxes and any other monies have been paid in full. The Owners shall have the sole discretion to approve or disapprove any such request. Approval or denial of any such request for any one or several Members will have no bearing on approval or denial for the request of any other Member.

Article V - Termination of Membership

The Owners may cancel any Membership for any reason whatsoever or for no reason at any time. If the Owners elect to terminate or not to renew the Membership of a Member, said Member shall be notified in writing by ordinary mail addressed to the address provided on the Members last

billing statement and/or the address provided on the Membership Application. All Members hereby acknowledge receipt and acceptance of such termination letter **when mailed**. The date of such termination shall be the date such notice is mailed.

A Member may terminate Membership ONLY by providing *written* notice to The Club at its proper mailing address. Such notice shall be effective upon receipt by The Club. Members will be liable for all charges made to their account up until the date of cancellation (receipt by The Club of written cancellation) plus any and all attorney's fees, collection costs, interest, court costs, expenses or other charges incurred in having to collect such monies from Member.

Article VI - Dues, Fees, Charges, Taxes, Expenses, Supplements and Assessments

Dues- All dues, initiation fees (if applicable), guest fees, cart rental fees, merchandise purchases, Club services rendered, greens fees, pool fees, supplements, assessments, taxes and any other fees or dues to a Members account are due and payable at such time as the fee was incurred. The Owners or Management at its sole discretion will set all dues, fees, prices, supplements and/or assessments as they deem necessary from time to time.

Gratuities - The Club will provide its Members and their guests all services free of gratuities with the sole exception being food and beverage charges, on which a Service Charge will be added. Service charges are for The Club and should not be considered gratuity for servers. Bestowing a gratuity to any Club personnel shall be at the individual discretion of any Member.

Article VII - Payment of Accounts

Each Member will be responsible for all charges, debts and other obligations incurred by themselves, their family/dependents or their guests at The Club. Monthly charges are due immediately upon receipt of a bill or statement from The Club.

Article VIII - Termination and Suspension

Management or The Owners shall have the absolute right, in its sole discretion to suspend or terminate the Membership of any Member(s), whenever:

- a) Any Member is delinquent in payment of any obligation owing to The Club; or
- b) Any Member, his visitors, guests or family/dependants violate the Rules and Regulations governing the use of The Club.
- c) For any other reason deemed appropriate by the Owners or for no reason at all.

Upon request of Management or the Owners, any Member whose Membership is terminated or suspended shall forthwith peacefully leave The Club. Any Member whose Membership is terminated will have no rights whatsoever to re-enter The Club's property, for any reason, including but not limited to, as a guest of any active Member and any re-entry on to The Club's property by such Member or his spouse, family or dependants shall constitute an intentional and unlawful trespass. Any Member, whose Membership privileges are suspended, for any reason, will have no right to re-enter The Club's property at any time during the suspension. Any such re-entry by a

suspended Member or his spouse, family or dependants shall constitute an intentional and illegal trespass.

Suspension of Membership shall be for such a period of time as Management may designate, and Management may establish any such requirements as it determines as a conditions precedent to reinstatement of any Membership. During any suspension, the Member shall remain liable for all dues, fees, taxes, purchases, charges and any other monies due and payable to The Club until such a time as the Membership is reinstated.

Article IX - Guests

Guests of a Member- A guest shall mean a person invited by a Member for the purpose of enjoying facilities of The Club. Such guest(s) ***must be accompanied by the Member at all times***, unless otherwise specifically permitted by Management or the Owners, in writing. Unaccompanied play by guests of a Member must be approved by Management or the Owners and will be approved on a space available basis. All guests of a Member must be registered at the Clubhouse by such Member prior to using any Club facilities.

Guests may be admitted to The Club for such privileges and upon such terms and conditions, as may be prescribed from time to time by Management. The number of guests who may be invited by a Member at any one time may be limited and shall be subject to the discretion of Management or the Owners. In addition, the number of times any individual may be a guest may be limited.

Management or the Owners, in its discretion, may cancel Club privileges of a guest at any time. In the event that Management or the Owners prohibit the admission of a guest, all privileges and rights of the guest shall thereupon absolutely cease and terminate.

Guests may pay for their services and merchandise with cash or by authorized personal check or credit card. **The sponsoring Member shall be personally responsible for the conduct and behavior of his/her guest, and shall be personally liable for any unpaid charges for services and merchandise incurred by the guest.**

Guests shall not be allowed to enter The Club facilities unless the sponsoring Member is on the premises to receive his/her guest or other arrangements have been approved by Management or the Owners prior to the guest(s)'s arrival.

Guests of the Owners- The Owners reserve the right to invite guests to use The Club's facilities at any time.

Article X - General Golf Rules

U.S.G.A. Rules will apply except where amended by local rules.

Members and their guests are expected to conduct themselves in a civil manner which will reflect the highest standards of the game of golf. Serious breaches of etiquette or displays of poor sportsmanship will result in prompt and appropriate disciplinary action which may include suspension or expulsion, and in the case of guests, withdrawal of future guest privileges. Courtesy must always be exhibited towards other players.

Complaints, comments, and suggestions from Members are always welcome and should be directed to The Club's Management. All guests must be registered for greens fees and cart charges.

****A fine of two times the Guest Fee (2x) will be assessed to any Member who fails to register a guest and pay his guests greens fee BEFORE beginning the round*..***

Members shall turn in all scores for handicaps to be computed and posted in the Golf Pro Shop.

Rain Policy - When rains prevail and cause termination of play, a credit for that day's greens and/or cart fees will be granted as determined by The Club's Pro Shop. It is the responsibility of the Member to apply for a rain check at the Golf Pro Shop immediately after his or her play has been terminated by rain conditions. All decisions with regard to the rain policy of The Club's Pro Shop are final.

Article XI - Golf Starting Times

The policy for reserving tee times may vary from time to time at the discretion of the Owners and will be implemented under the advice of The Club's Golf Professional. Tee times may be allocated during Auburn home football week-ends in order to accommodate the maximum number of Members. ***Failure to cancel tee times during this time frame will result in payment of greens fees and cart fees.***

- All players must have a tee time.
- All tee times are subject to availability.
- No blue jeans of any kind will be allowed on the golf course, in the Pro Shop or at the practice facility. Anyone wearing blue jeans or any inappropriate attire may be asked to leave or to purchase appropriate attire from the Pro Shop.
- All golfers are required to report to the starter ten minutes prior to assigned tee time. Any

group not on the tee and ready to play on time will lose its tee time. The starter has the authority to maintain order on the course.

Cancellations of tee times are requested by 12:00 p.m. one (1) day prior to the scheduled tee time. Frequent "No Shows" or late cancellations may result in later tee assignments or request for payment in advance for any cart fees and guest fees through an acceptable credit card.

Dependents of a Member who are students at Auburn are eligible to use The Club. Provided, that The Club reserves the right to limit golf play by dependent students on a space available basis to ensure that access to The Club is maximized to the general Membership.

Article XII - Course Regulations

The following Rules and Regulations are set forth to assure orderly and enjoyable play on the golf course. It is the duty of all Members to familiarize themselves with these rules:

- All players must register at the Golf Pro Shop before starting play.
- All players must start play from the first tee unless otherwise permitted by the Golf Professional.
- All golfers must have and use their own set of golf clubs and golf shoes on the golf course. Soft spikes are required. Keep pace with the group ahead of you.
- All players should play in a reasonable amount of time, generally four (4) hours. Course Marshals will enforce the speed of play when necessary. Members who are unable to play in a reasonable amount of time may be required to tee off in the afternoon.
- Children 12 years of age and younger are not permitted on the course except when accompanied by an adult or as otherwise permitted by Management.
- Use of a golf cart is not generally required; however, The Club reserves the right to require use of a cart at certain times, e.g. peak play periods, tournaments etc.
- Members or Guests may be required to show a valid driver's license in order to drive a golf cart on the course.
- Club golf carts must be returned to the Clubhouse upon completion of play and should never be driven into the parking lot.
- Golfers should always exercise caution when parking carts near lakes and waterways. Damages to any golf cart will be the responsibility of the Member to whom such cart is assigned; or the Member responsible for his guest.
- A maximum of two people are allowed to ride in a golf cart.
- There will be no practicing on any part of the golf course except the practice range or practice green.
- Removal of range balls from the range is prohibited.

- Practice shots and playing more than one ball is not permitted.
 - Replace or sand all divots and repair ball marks on greens.
 - Enter and leave bunkers at lowest level point. Smooth sand bunkers over with rake upon leaving bunker.
 - Avoid replaying putts and lingering on the greens. Scoring for the completed hole should be done at the next tee.
 - Players must be allowed to play through when there is a clear hole ahead, or in case of delay caused by a lost ball, when the green ahead is clear.
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- No group of golfers exceeding four players is permitted on the golf course except when approved by the Golf Professional.
 - Players are forbidden to "cut in" from one hole to another.
 - No food containers or coolers are permitted on the golf course except when provided by The Club.

Article XIII - Golf and Clubhouse Attire

All Members and their guests must be dressed in appropriate golfing attire at all times while on the premises. No "blue jean" material is allowed. Collared shirts must be worn inside the Clubhouse and on the Golf Course. The following items are considered inappropriate and will not be permitted on the golf course or in the Clubhouse or any part of the premises, exception, the Tennis and Pool Facility; tank tops and T-shirts, tennis length skirts and tennis length shorts and jogging attire. No blue jeans, cut offs, muscle shirts, tattered clothing or lewd logos on attire allowed anywhere on the premises.

Article XIV - General Clubhouse Rules and Policies

Hours of Operation - All operating hours of The Club will be determined by the Owners and will be set with the sole purpose of serving the Membership in mind. Generally, the Clubhouse and Golf Course and range will be closed Monday mornings and will open no earlier than 11:30 A.M.

Sale of Goods - No articles of any kind shall be exposed for sale on Club property and no subscription papers shall be circulated nor advertisements displayed, except those pertaining to items available to the Members in the Clubhouse and Pro Shop, unless written permission of the Owners is obtained.

Children - Except as otherwise stated herein, children under the age of 12 must be accompanied by an adult at all times while on the premises. There shall be no loitering on or about The Club Property. Children under 21 years of age are not permitted in the Cocktail lounge unless accompanied by an adult Member. Adult shall mean a person 21 years of age or older.

Conduct - Good conduct must be observed by Members and guests at all times at The Club.

All Members are responsible for the conduct of their family and guests. Conduct which is prohibited or otherwise deemed to be inappropriate by the Owners or employees with management authority will be acted upon swiftly and strictly.

Club Functions - The Club reserves the right to conduct private tournaments and other functions at The Club from which Members may be excluded, specifically tournaments which may be held from time to time to enhance the reputation of The Club or for the benefit of Auburn University. The Owners reserve the right to hold any event at any time as they see fit, whether such even conflicts with any Member(s) use of The Club.

Enforcement - It is anticipated that these rules will be self-enforcing by a Membership wholly aware of their necessity. Otherwise, enforcement will be had by the Owners or their assigns in any manner they deem fit. The Manager, golf professional and other designated employees are charged with enforcing these rules and the Membership will respect their positions in this regard. Law Enforcement authorities will be utilized when necessary and the violation of any Municipal, County, State or Federal law will constitute a violation of these rules and result in appropriate measures being taken against the offending Member(s) or guest(s) or other(s).

Employees - No Member shall reprimand or in any way punish any employee of The Club, but shall report all instances of misconduct or other complaints to the Golf Professional, a Manager, or the Owners. Employees are not permitted to leave their stations, and Members are requested not to send employees on errands without consulting the appropriate supervisor.

No Liability and Indemnification - Management assumes no liability for any injury or damage or occurrence, act or omission occurring on the golf course or any areas of The Club premises, including but not limited to the swimming pool, tennis courts, parking lot, surrounding roads, lawns common areas or other property owned by The Club. Members and guests use The Club facilities at their own risk, **INCLUDING THE SWIMMING POOL.**

All persons using or entering upon The Club premises assume the risk of personal injury and the loss of personal property and hereby release and indemnify The Auburn University Club and its affiliates, management, partners, shareholders, officers, agents, assigns and employees from any and all liability for such injury or losses, including attorneys fees, costs and expenses. **ALL MEMBERS HEREBY EXCULPATE AUBURN UNIVERSITY CLUB, YARBROUGH FARMS, LLC and any PARENT or SUBSIDIARY there of from any and all liability for any injury, damage or loss whatsoever occurring on the property. ALL MEMBERS herby ASSUME THE RISK of any injury, loss or damage by using all Club facilities, property and services AT THEIR OWN RISK!!!!**

Damage or Loss Caused by Members - Damage to or loss of property of The Club, or of its Members or guests, caused by any Member(s) or Dependant(s) or Guest(s) or Other(s), will be the responsibility of the Member responsible and/or responsible for the Dependant(s), Guest(s) or Other(s) and shall be charged to the Member. **MEMBERS HEREBY AGREE TO ACCEPT AND PAY THE AMOUNTS CHARGED TO THEIR ACCOUNTS FOR DAMAGES, INJURY OR LOSS DETERMINED TO BE THE FAULT OF THE MEMBER CHARGED.** Members will also be responsible for interest on any unpaid debts at the statutory rate provided for in the *Code of Alabama* (1975). The Club will not be responsible for any loss of or injury to, any property of

Members or guests. The Club will not be responsible for loss of valuables, clothing, or other property. Any Member causing loss, damage or injury to any other Member hereby agrees to indemnify The Club against any claim, suit or other action to recover any compensatory, nominal, punitive or other damages for such loss, damage or injury.

Equipment - Tampering with or adjusting any equipment, including but not limited to, air conditioning thermostats, light fixtures or control of lights is not permitted.

Parking - Parking will only be allowed in designated areas. Changing of clothes in the parking lots is not permitted. Parking in improper places or “reserved” spaces will result in towing and impound of the offending person’s automobile at his/her sole expense and may lead to suspension of further parking privileges on the premises.

The Club will not be responsible for loss of or damage to any automobile on Club property.

Private Functions - A Member may reserve the facilities of The Club for a private function with the Owner’s approval or with the approval of any employee designated with such authority. Such functions must be of a social nature only. No religious or political use of The Club shall be permitted. All decorations, address systems, and entertainment for private functions must have the approval of The Club’s Owners or other designated employees with such authority.

Alcoholic Beverages -No alcoholic beverages may be consumed on The Club premises, including the grounds, except those which are provided by The Club. Personal coolers and beverages purchased elsewhere are prohibited. The Club management, employees and staff has the absolute right to refuse service to any Member or guest based on the individual's apparent or perceived state of intoxication or for any other reason deemed appropriate by the party serving/providing the alcohol.

Advertising - No commercial advertising shall be posted or circulated on The Club’s property nor shall any business be solicited on The Club’s premises. No petitions shall be originated, solicited, circulated, posted or signed on The Club’s premises, unless specifically approved by the Owners.

Professionals - Only professionals employed by The Club may teach on The Club premises.

Swim and Tennis - Separate rules and regulations governing use of the Swimming and Tennis facility are posted at the facility. All of the rules contained herein have full application with any additional rules that are posted at the facility. All use of the pool is by and through a **SWIM AT YOUR OWN RISK** policy. Any Member found with unregistered guests at the pool will be fined or suspended or otherwise suffer disciplinary action.

No Member is allowed to have any food or beverage IN the pool. All food and beverage should be kept at the tables or chairs or other furniture provided by The Club. Members are responsible for cleaning up or removing their waste before leaving the pool area. Members **MUST ACCOMPANY GUESTS** at the pool at **ALL TIMES**. Members may not make copies of keys to the pool facility. Members may not have any glass containers of any sort or kind at the pool facility.

ADA - The Club will comply in all respects with pertinent applicable provisions of the Americans with Disabilities Act.

Notices - Only notices covering Club business shall be posted. Removal or defacement may be cause for suspension or termination of Membership.

Amendments - These rules and regulations may be amended, supplemented, or changed in any regard at any time by the Owners.

This Membership Rules and Regulations have been established to ensure that all of The Club's Members, Dependants and Guests have an enjoyable and memorable experience. Any suggestions to aid management in this effort are encouraged and appreciated. You may direct your comments and suggestions to:

**Auburn University Club at Yarbrough Farms
P.O. Box 1930
Auburn, Alabama 36831-1930**