

# **MOUNT KIPIPIRI GOLF & RESORT**

## **RULES AND REGULATIONS**

**12/03/2025**



## **RULES AND REGULATIONS**

### **1. Introduction**

- 1.1. These rules and regulations (“Rules and Regulations”), are intended to be a guide to the use and enjoyment of at [Club Name] (the “Club”), including but not limited to the golf course, clubhouse, pro-shop locker rooms, dining areas, accommodation, parking, and other amenities (“ the Club Facilities”) and are They are not intended to address all conceivable issues that may be presented for governance
- 1.2. These Rules and Regulations apply to both Members and Designees their Immediate Family, Extended Family or Guests and non-members, including guests, event attendees, and visitors and all other users using the Club Facilities ( “ Users”).
- 1.3. These Rules & Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the Club Facilities by the Users.
- 1.4. The Club is committed to providing the Users, with an enjoyable club experience. To uphold these standards, Users are expected to act in a consistent manner with good taste and respect for others.
- 1.5. Where these Rules and Regulations refer to the Club taking action or having certain rights, the General Manager or such other person(s) or entities appointed by the Club, will have the right to take such action and will have such rights.
- 1.6. The Club has the unilateral right at any time, and from time to time, to delegate to any person(s) or entity(ies) any of the rights, powers or duties of Club set forth in these Rules and Regulations, including, but not limited to, the delegation to a management company of any of such rights, powers or duties of Club.
- 1.7. The Club reserves the right to modify these rules at any time. Any changes shall be communicated to Members and posted at the Club Facilities.

### **2. Definitions and Interpretations**

Unless otherwise stated or the context requires otherwise, the definitions and rules of interpretation set out in the First Schedule shall apply to these rules and any related club policies or regulations.

### **3. General Club Rules**

The Users shall abide by these Rules and Regulations as they may be amended from time to time.

- 3.1. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club Facilities may also be closed from time to time for maintenance and repairs and/or for special events.
- 3.2. Performance by entertainers will be permitted on or about the Club Facilities only with the prior written approval of the Club.
- 3.3. Members may reserve the clubhouse facilities for banquets and private parties, subject to availability, provided such use does not interfere with the normal operation of the Club or with

the services regularly available to the Members. Reservations for banquets should be made at least three weeks in advance. A non-refundable deposit may be required for a banquet reservation.

- 3.4. Alcoholic beverages will not be served or sold, nor permitted to be consumed, on or about the Club Facilities in any manner prohibited by the applicable laws. The Club reserves the right to refuse service to anyone.
- 3.5. All food and beverage consumed at the Club Facilities must be furnished by the Club, unless otherwise approved by the Club.
- 3.6. The Club Facilities shall not be used for functions or fundraising efforts for the benefit of a political cause, except as approved in writing by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities, except as may be approved in writing by the Club.
- 3.7. The Users shall not request special personal services from employees of the Club or use of the Club's furnishings or equipment for personal purposes. No person will remove from the room in which it is placed by the Club or from the Club Facilities any property or furniture belonging to the Club without written authorization by the Club.
- 3.8. Dogs or other pets (with the exception of those designated as service animals) are not permitted on or about the Club Facilities, except with the written permission of the Club. Where dogs are permitted on the grounds, they MUST be on a leash at all times. Members are responsible for any damage caused by any animal owned by or under the control of the Member or owned by or under the control of the User(s).
- 3.9. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club Facilities or its employees must be in writing, signed and addressed to the General Manager.
- 3.10. Users, may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the direct supervision of the Club and no Users, shall reprimand or discipline any employees, nor shall any Users, request any employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the Club's General Manager immediately.
- 3.11. The Club is a non-smoking environment. Smoking may only permitted in designated outdoor areas. Certain outdoor areas of the Club may permit cigar smoking based on specific event attendance and set-up.
- 3.12. The use of cell phones is discouraged, and the Club reserves the right to prohibit or restrict the usage of cell phones on or about the Club Facilities. Regardless, Users, are asked to be courteous of others and restrict conversation in all dining areas and in all golf practice facilities.
- 3.13. No fireworks are permitted anywhere on or about the Club Facilities or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
- 3.14. Firearms and all other weapons of any kind are not permitted on or about the Club Facilities at any time.
- 3.15. The Club shall have the right to prohibit any games, sports or other activities that may, in the determination of the Club, be considered harmful to the interests of the general membership

and/or the Club. All non-golf activities on the golf course and cart paths including, but not limited to, recreational walking, jogging, bicycling, skating, rollerblading, skateboarding and walking of dogs, are prohibited. Swimming in the Club's ponds and lakes is prohibited. Use of marijuana on or about the Club Facilities is prohibited.

- 3.16. Use of the Club Facilities may be restricted or reserved from time to time by the Club.
- 3.17. Violation of any of these Rules and Regulations will subject the person in violation (or in the case of the Immediate Family, Extended Family or Guests of the applicable Member or Designee), to disciplinary action by the Club. Such action may include suspension of Membership Privileges and/or termination of the Membership.
- 3.18. The personnel of the Club will have full authority to enforce these Rules & Regulations and any infractions will be reported to the Club.
- 3.19. Subject to availability, lockers in the clubhouse may be rented by Members and Designees on a periodic basis, unless otherwise determined by the Club. Lockers, if available, are obtained by arrangement with the Club and are billed on the Member's or Designee's statement.
- 3.20. Changing shoes and clothes must take place in the locker rooms only. Changing of shoes or clothes in the parking lot is prohibited.
- 3.21. Members and Designees specifically agree that the Indemnified Parties (defined below) are hereby released and held harmless against, and are not responsible for, any losses, damage or claims which may arise from the Member's or Designee's use of said lockers. The lockers are property of the Club and while Members and Designees may rent such lockers, Members and Designees should have no expectation of privacy with respect to the contents of the lockers. The Club shall have the right to inspect any locker at any time, as determined by the Club.

#### **4. MEMBERSHIP**

- 4.1. The Club offers membership (Membership) of various categories of membership (Membership Category(ies) with various rights, privileges and obligations attaching to such Membership Category ("Membership Plans") as further set forth herein .
- 4.2. Membership in the Club shall be issued in the name of the individual or entity designated as the Member in the application for membership.
- 4.3. A non -refundable Membership Fee shall be payable to qualifying Members.
- 4.4. The Members are allowed to use the facilities in the Club in accordance with the Membership Plan and these Rules and Regulations.
- 4.5. By obtaining a Membership at the Club, Members acquire a non-equity, non-propriety, non-voting, non-transferable, non-assessable and revocable license to use the Club Facilities in accordance with the applicable Membership Plan. Members do not obtain an equity or ownership interest in the Club or the Club Facilities, have no right to become involved in the management or operation of the Club or the Club Facilities and are not subject to any assessments.
- 4.6. Complaints or suggestions concerning the management, service or operation of the Club Facilities should be in writing, signed by the Member or Designee, and addressed to the General Manager of the Club. Errors in billing charges should be first directed to the appropriate

department providing the service and subsequently directed to the attention of the accounting department at the Club.

- 4.7. The Club shall have full discretion over Club Rules and Regulations, fees, and membership regulations. Members acknowledge and agree that their rights are limited to the usage of facilities as per the prevailing terms set by the Board.
- 4.8. Membership Plans, including access and fees, may be reviewed periodically by the Club. Any changes shall be communicated to Members through official channels.
- 4.9. Memberships may not be pledged or hypothecated by any Member or Designee as collateral for any loan or other form of indebtedness.
- 4.10. Membership in the Club are non-transferable. Furthermore, no Member or Designee may transfer or otherwise assign their Membership .
- 4.11. No Member is entitled to receive a refund, any compensation or other payments in connection with any termination or surrender of a Membership unless approved by the Club.
- 4.12. **Membership Administration**
  - 4.12.1. Any queries with respect to the Membership shall be made to the Club's Management as shall be availed.
  - 4.12.2. Persons desiring to acquire Membership shall comply with the requirements as shall be availed by the Club and the Club shall vet the applicants/applications.
  - 4.12.3. The Club reserves the right to determine the criteria for Membership, including the assessment of applications.
- 4.13. **Membership Cards and Automobile Identification**
  - 4.13.1. The Club may issue a Membership Card to each Member and Designee and each Member's and Designee's Immediate Family and Extended Family who are eligible for Membership Privileges. Membership Cards will include the Member's or Designee's name, club account number and category of Membership. Membership Cards are valid for use only upon full and timely payment of all dues, fees, charges and other amounts incurred. Membership Cards will not be issued to children of a Member or Designee who are under the age of ten (10) or otherwise not eligible to use the Club Facilities. Members and Designees and their respective Immediate Family and Extended Family must have their Membership Cards with them at all times while using the Club Facilities.
  - 4.13.2. Membership Cards are not transferable. A Membership Card, if issued, may not be used by any person other than the person to whom it is issued. Failure to comply with this rule may result in suspension or termination of membership privileges.
  - 4.13.3. Membership Cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of Membership Cards is required prior to placing any order.
  - 4.13.4. In the event of a lost or stolen Membership Card, the Club must be notified immediately. In the event the Membership Card is lost or stolen, the Member's or Designee's existing Club account will be canceled, and the Club will issue a new Membership Card number and open a new Club account. Until the notification of the Membership loss or theft is

received in writing by the Club, the Member or Designee will be responsible for all charges incurred on the account. A Membership 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.

- 4.13.5. Each Member and Designee may issue automobile identification decals and other insignia (“Automobile identification”) as the Club may from time to time designate, in which event each Member and designee will display in each such automobile entering on Club premises such decals and insignia as required by the Club for entry on Club property and use of Club parking from time to time.
- 4.14. **Membership Categories and Membership Plans:** The Club shall offer three Membership Categories with specific Membership Plans as set forth herein:
- 4.14.1. **Golf Family Membership:** Golf Family Membership is open to individuals and their Immediate Family Members. Junior Members shall be included under Golf Family Membership. Details of this Membership Plan under this Membership Category shall be availed upon request.
- 4.14.2. **Expatriate Membership:** Expatriate Membership is available to non-residents who are in the country for a limited duration for business or employment purposes. Details of this Membership Plan under this Membership Category shall be availed upon request.
- 4.14.3. **Corporate Membership:** Corporate Membership is available to corporations, firms, or organizations that wish to designate specific individuals as members. Details of this Membership Plan under this Membership Category shall be availed upon request.
- 4.15. The Club may authorize other categories of Membership from time to time as well as discontinue one or more categories of Membership from time to time without limitations to the fees as well as the Membership Plans.
- 4.16. Members in Good Standing have the opportunity to upgrade to a higher category of Membership subject to approval of the Club and payment of the necessary upgrade fees as may be determined by the Club.
- 4.17. **Termination, Resignation and Suspension of Membership**
- 4.17.1. A Member in Good Standing may voluntarily resign his, her or its Membership in the Club by giving prior written notice to the Club, resignation timelines for each category of Membership shall be included in the application documents for Membership.
- 4.17.2. A Membership in the Club, or the status as a Designee shall be deemed to terminate upon the death of the Member
- 4.17.3. Membership in the Club for a Corporate Member shall terminate upon dissolution of the Corporate Member or Insolvency of the Corporate Member.
- 4.17.4. Upon the termination of a Membership or the termination of the status as a Designee pursuant to Rule 4.17.1- 4.17.4, the Member and all applicable Designees shall remain obligated to pay to the Club all unpaid dues, fees, minimums, charges and other amounts owed to the Club to the extent incurred or accrued prior to the Effective Date of such Termination. Following any such termination, such Member (or such Member’s

- Designees, if a Corporate Membership), or such Member's or Designee's spouse may rejoin the Club upon the submission of a new application and agreement, payment of the required Membership Fee, as applicable, and approval by Club; provided, however, that a terminated Member (or such terminated Member's Designees, if a Corporate Membership, or such Member's or Designee's Spouse), may not rejoin the Club, unless such person shall pay to the Club an amount equal to all accrued and unpaid dues, fees, minimums, charges and other amounts owing as of the Effective Date of Termination.
- 4.17.5. Notwithstanding, any such termination, Corporate Members remain jointly and severally responsible with each Designee for the payment of all dues, fees, minimums, charges and other amounts owed to the Club by its Designees.
- 4.17.6. In addition to any other rights and remedies, Club may at its discretion suspend any and all the Membership Privileges of a Member or Designee upon the occurrence of one or more of the following events:
- (a) The failure of the Member or Designee to pay any fees, minimums, dues, charges or other amounts owing to the Club when the same becomes due and owing; and
  - (b) The performance in, on or about the Club Facilities by a User or any of them, of conduct which Club determines to be detrimental to the welfare, safety, harmony or good reputation of the Club or its employees, staff, or to the Member or Designees or their respective Immediate Family, Extended Family and Guests
- 4.17.7. In the event Club suspends a Member or Designee, the suspension may or may not include the suspension of the Immediate Family and/or Extended Family of such Member or Designee, as applicable, as determined by the Club. During any period of suspension, dues shall continue to accrue and suspended Members and Designees shall continue to be liable for the payment of all fees, dues, minimums, charges and other amounts accruing and owing with respect to the applicable Membership.
- 4.17.8. In addition to any other rights and remedies, the Club may determine to seek expulsion, or such other lesser sanctions as it deems appropriate, against any Member or Designee for Cause. The Club may elect to expel a Designee without expelling the applicable Corporate Member. For purposes hereof, the term "Cause" shall mean the occurrence of any one or more of the following events:
- (a) Furnishing inaccurate, incomplete and/or misleading information on the Member's application for Membership;
  - (b) The failure of a Member or Designee to pay to the Club any fees, dues, minimums, charges or other amounts owing to the Club on or before the last day of the month following the month in which the Club issues a statement to the Member or Designee itemizing such amounts;
  - (c) The failure of a Member or Designee to timely pay to the Club any fees, dues, minimums, charges or other amounts owing on two (2) or more occasions in any twelve (12) month period or on three (3) or more occasions in any twenty-four (24) month period;

- (d) The conviction of any felony by a Member or Designee;
  - (e) The commission of any act of fraud by a Corporate Member (or by a Designee of the Corporate Member) in the course of conducting the business enterprises of the Corporate Member or any material acts of a Corporate Member (or a Designee of the Corporate Member) outside the Club that are unprofessional, unethical or otherwise bring embarrassment to the Club and/or its Members; or
  - (f) The performance in or about the Club Facilities by a Member or Designee, or their respective Immediate Family, Extended Family or Guests, or any of them, of acts which Club determines to be detrimental to the welfare, safety, harmony or good reputation of the Club or its employees or staff, or to the Members or Designees or their respective Immediate Family, Extended Family and Guests.
- 4.17.9. In the event of the expulsion of a Member pursuant to Clause 4.33 above, the expelled Member's Membership shall automatically be deemed terminated effective as of the date of expulsion.

## **5. GENERAL GOLF RULES**

- 5.1. 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 any other rules herein.
- 5.2. Cutting-in" is not permitted at any time without prior approval from the Pro-shop. All players must check in with the reception or the Pro-shop as designated by the Club and play must commence at the time and place designated by the starter or the Pro-shop. Under no circumstances are players permitted to start play from residences.
- 5.3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.
- 5.4. **Speed of play:**
- 5.4.1. All players should complete their round in 4-1/2 hours or less. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The player assistants have the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the golf course.
- 5.4.2. If a player is 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.
- 5.5. **Etiquette and Conduct**
- 5.5.1. All players who stop after nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the starter to resume play.

- 5.5.2. All tournament play must be approved in advance by the Pro-shop.
- 5.5.3. Enter and leave the bunkers at the lowest and flattest point of the bunker, please rake the affected sand upon leaving the bunker.
- 5.5.4. Repair all ball marks on the greens.
- 5.5.5. Repair all divots.
- 5.5.6. No more than five (5) minutes may be used to search for lost golf balls. Searching for balls other than those played by members of the group is not allowed on the golf course at any time.
- 5.5.7. Each player must have his or her own set of golf clubs.
- 5.5.8. Proper golf attire is required by all players, as previously described.
- 5.5.9. If lightning is in the area, all play shall cease. Although the Pro-shop may warn players about lightning in the area, the Club does not assume any duty to monitor or detect lightning and warn players. If Club personnel warn players about potential lightning in the area, players must stop golfing immediately and find safety.

**5.6. Use of Facilities**

- 5.6.1. Jogging, bicycling, fishing or recreational walking is not permitted on the golf course at any time. All other use of the golf course must first be approved in writing by the Club.
- 5.6.2. The use of cellular telephones is discouraged on the golf course. The Club reserves the right to prohibit or restrict the use of cellular phones on or about the Club Facilities.
- 5.6.3. No beverage coolers are permitted on the golf course unless provided by the Club.

**5.7. Playing Format and Grouping**

- 5.7.1. Twosomes may play at the discretion of the Pro-shop. Twosomes should not expect to play through foursomes playing at a reasonable pace of play and should not exert any pressure on the groups ahead so long as pace of play is reasonable for such group given its size and the goals expressed in these Rules and Regulations.
- 5.7.2. Twosomes and singles shall be grouped with other players, if available, at the discretion of the Pro-shop.
- 5.7.3. Singles shall have no priority of the golf course and shall be permitted to play only at the discretion of the Pro-shop. Singles should not expect to play through other groups and should not exert any pressure on the groups ahead.
- 5.7.4. Groups of five or more players shall only be permitted on the golf course with permission of the Pro-shop.
- 5.7.5. At times the Pro-shop may require that singles within the same group, pair up utilizing a single cart. This determination is at the sole discretion of the Pro-shop.
- 5.7.6. Walking is permitted while golfing only during times designated by the Pro-shop.

**5.8. Junior Play and Tee Reservations**

- 5.8.1. No child under fourteen (14) years of age is permitted to play the golf course unless accompanied by an adult Member or Designee parent or guardian, unless prior approval has been obtained from the Pro-shop.

5.8.2. Tee reservations for golf may be made in advance. Priority will be granted according to the Membership Categories. Guest play will be limited pursuant to Club's policy on Guest play available at the Club, unless prior approval has been obtained from the Pro-shop.

**5.9. Safety and Responsibility**

5.10. 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 is the sole responsibility of the golfer striking the ball. The Club is not responsible for such damage. In the event of such damage, the Member should attempt to contact the homeowner at the time of the incident. If this is not possible, the golfer should report the matter to the Pro-shop upon completion of play. Failure to do so will constitute a violation of these Rules and Regulations and may be grounds for disciplinary action.

5.11. Persons playing golf and/or using carts on the golf course are responsible for any injury which may result from his or her conduct. The Club is not responsible for injuries which may result from errant balls or cart accidents. In the event a Member, Designee, Immediate Family, Extended Family or Guest causes such injury, they should contact the injured party and take responsibility for the incident and report the matter to the Pro-shop immediately. Failure to do so will constitute a violation of these Rules and Regulations and may be grounds for disciplinary action.

**5.12. Hours of Play and Starting Times**

5.12.1. The Club may, from time to time, designate certain tee times as "peak playing times." During such "peak playing times," the Club reserves the right to adopt and institute reasonable restrictions and controls including, without limitation, providing that only one golf starting time may be reserved by the Member or Designee, providing that only one golf starting time may be reserved per Membership and/or restricting access by Immediate Family, Extended Family and Guests.

5.12.2. The hours of play and Pro-shop hours shall be posted in the Pro-shop. The Pro-shop shall determine when the golf course is fit for play.

5.12.3. All players must have a starting time reserved through the Pro-shop. The golf staff shall assign the starting time depending on availability.

5.12.4. Starting times may be made in person, by phone during Pro-shop hours, or via the online registration system.

5.12.5. Starting time changes must be approved by the Pro-shop.

5.12.6. Players who fail to cancel their starting time one hour prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Club from time to time.

5.12.7. The Pro-shop should be notified of any cancellation as soon as possible.

5.12.8. All Members and Designees, and their Immediate Family, Extended Family and Guests, shall register in the Pro-shop before beginning play and all such persons should be prepared to provide their Membership Card at the time of registration.

5.12.9. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

**5.13. Practice Facility:**

5.13.1. The practice facilities are open during normal operating hours as posted in the Pro-shop. The practice facilities may be closed for general maintenance at the Club's discretion.

5.13.2. Range balls are for use on the practice range and may not be used on the golf course or removed from the Club Facilities. Personal golf balls may not be used on the driving range.

5.13.3. Golf carts other than carts meeting the requirements for an accessible golf cart and being used by a person with a disability are not permitted on the practice facilities, other than the designated parking areas for the practice facilities. Golf carts not then being used by a person with a disability may not be parked in spaces designated for accessible cart parking.

5.13.4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.

5.13.5. Proper golf attire is required at all times on the practice range.

5.13.6. Ball shaggers are not permitted on the practice range.

5.13.7. Lessons by unauthorized professionals are prohibited.

**5.14. General Golf Cart and Golf Bike Rules**

5.14.1. The use of golf carts or golf bike is mandatory except as otherwise allowed by these Rules and Regulations. Walking while golfing is permitted during times designated by the Pro-shop.

5.14.2. Golf carts and golf bikes shall not be used by a Member or Designee, or by their Immediate Family, Extended Family or Guests, without proper assignment and registration in the Pro-shop.

5.14.3. Golf carts and golf bikes may only be used on the golf course when it is open for play. They are not permitted on the greens and should be used only on designated golf paths.

5.14.4. Golf carts and golf bikes may only be operated by persons at least 18 years of age having a valid automobile driver's license.

5.14.5. Only two persons and two sets of clubs are permitted per golf cart while for golf bikes on one person and one set of clubs is permitted per golf bike.

5.14.6. Pull carts are not permitted. Motorized caddy carts are permitted through the Pro-shop and the payment of appropriate fees.

5.14.7. All golf path traffic signs must be followed and obeyed.

5.14.8. Golf paths shall be used where provided, unless otherwise permitted by the Pro-shop.

5.14.9. The Club strives to make the Club Facilities accessible and enjoyable for all Members and guests without regard to disability. Golf carts should not be parked nor equipment or bags placed so as to obstruct any accessible route serving the Clubhouse entrances, Pro-shop entrances, teeing grounds, putting greens, practice grounds, course weather shelter and toilet rooms, cart pick-up and return areas, bag drop areas and parking facilities.

- 5.14.10. Soft areas on fairways, especially after rains, should be avoided. All direction signage, poles and markers should be followed. High traffic or wet areas should be avoided when proceeding through the golf course.
- 5.14.11. Golf carts and gold bikes may never be driven through a hazard. Golf carts may not be driven into any native areas or native grasslands at any time.
- 5.14.12. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by a Member or Designee, or by their Immediate Family, Extended Family or Guests, shall be charged to the applicable Member's or Designee's account. Each Member and Designee 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 or Designee, or by their Immediate Family, Extended Family or Guests, and shall reimburse the Club for any and all damages the Club may sustain by reason of misuse.
- 5.14.13. Each Member or Designee, on behalf of themselves and their Immediate Family, Extended Family or Guests, accepts and assumes all responsibility for liability connected with operation of the golf cart. Each Member and Designee also hereby expressly indemnifies, defends and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the use and operation of a golf cart by such Member or Designee, or by their Immediate Family, Extended Family or Guests.
- 5.14.14. "Course closed" or "hole closed" signs are to be adhered to without exception.
- 5.14.15. Violations of the golf cart rules may result in loss of playing privileges.
- 5.14.16. Private Golf Carts are Prohibited

## **6. MANAGEMENT**

- 6.1. The Club, either directly and/or through its agents and representatives, will manage and operate the Club and the Club Facilities as the Club deems appropriate. As a result, the Club shall be solely responsible for the administration of the Club and the Club Facilities and will have the exclusive authority to accept or decline prospective Members and Designees, set all dues, fees, minimums and other charges, establish this Rules and Regulations and control the management and affairs of the Club and the Club Facilities. The shall in no way be obligated to satisfy or underwrite deficits and shall be entitled to operate the Club Facilities in any manner deemed appropriate by the Club
- 6.2. All revenues and operating profits, if any, resulting from or relating to the Club and the Club Facilities shall belong to the Club. The Club reserves the right to retain a professional management firm to manage and operate the day-to-day affairs of the Club Facilities.
- 6.3. The Club may establish an advisory board whose purpose includes fostering good relations between the Members and Designees and management of the Club Facilities and providing Member and Designee input on programs and activities provided at the Club. The advisory board shall be composed of Members and Designees selected by the Club (the "Advisory Board").

Members of the Advisory Board shall serve staggered terms established by The Club. The Advisory Board has no duty or power to negotiate or otherwise act on behalf of the Club, the Club or its management or the Members or Designees and such Advisory Board of serves only in an advisory capacity as a liaison between Members and Designees of the Club and management of the Club Facilities.

- 6.4. The Club may establish such other committees (“Committees”), as the Club deems appropriate and shall appoint Members and Designees designated by the Club. Designated members of the management team shall meet with these Committees on a regular basis to discuss the operation of the Club Facilities and the formulation of programs for Members and Designees. Each of the Committees shall submit their recommendations to the Club for review and approval.
- 6.5. All Committees shall act as advisory committees only. The chairperson of each Committee may appoint from the members of the Committees such sub-committees as they deem desirable. All sub-committees shall report directly to the Committee as a whole, which shall approve, amend or disapprove the report of the sub-committee.

## **7. MANDATORY DISPUTE RESOLUTION**

- 7.1. Any controversy, dispute or claim (collectively “Dispute”) regarding, resulting from, arising out of or in any way related to the Club, the Memberships, the Membership Privileges, use of Club Facilities, Club operations, this Membership Plan, the Rules and Regulations, any Application and Agreement, any Designee Application and Agreement or The Club’s decision as to any Disciplinary Hearing and the disciplinary action taken, shall be governed by the mandatory dispute resolution procedures set forth below.
- 7.2. In the event that the Club or a Member or Designee has a Dispute (the “Claimant”), the Claimant shall notify the applicable party (the “Notified Party”) in writing of the claim, describing the nature of the claim and any proposed remedy (the “Dispute Notice”). Within a reasonable period after receipt of the Dispute Notice, which period shall not exceed sixty (60) calendar days, the Notified Party shall contact the Claimant to set up a meeting and shall meet at the Club Facilities to discuss the Dispute.
- 7.3. In the event that the same is not resolved in accordance with clause 7.1 and 7.2 above the dispute shall upon application by either Party be referred for Arbitration to a person mutually acceptable to the Parties or if the Parties cannot agree on the appointment of such person within a period of fourteen (14) days from the date of such application, then the dispute shall be dealt with a single arbitrator appointed by each Party’s aforesaid nominee/proposed arbitrator upon the written request of either Party. The appointment of the arbitrator shall be final and binding on the Parties. The Arbitration shall take place in Nairobi and the language of Arbitration shall be English. The Arbitration shall be conducted in accordance with the rules or procedures for Arbitration under the Arbitration Act, 1995 as amended by the Arbitration (Amendment) Act 2009 of the Laws of Kenya or any statutory modification or re-enactment for the time being in force. The decision of the arbitrator shall be final and binding on the Parties and may be made an order of a court of competent jurisdiction.

7.4. Notwithstanding the above, a party is entitled to seek preliminary injunctive relief or interim or conservatory orders from any Court of competent jurisdiction.

## **8. INDEMNIFICATION AND ASSUMPTION OF RISK**

Each Member and Designee hereby agrees to indemnify, defend and hold harmless The Club (and The Club's parent, subsidiaries and affiliates) and any management firm retained to operate and manage the Club Facilities on a day-to-day basis, and each of their respective members, managers, directors, officers, partners, shareholders, employees, agents, attorneys, successors and assigns, at all levels ("Indemnified Parties"), from and against any and all liabilities, costs (including reasonable attorneys' fees), judgments and damages, arising out of and/or related to all claims, demands and causes of action incident to or arising out of acts or omissions of such Member or Designee, or their respective Immediate Family, Extended Family and Guests. Each Member and Designee hereby voluntarily assumes all risks of accident or damage to such Member's or Designee's person or property, and the person or property of their respective Immediate Family, Extended Family and Guests, arising out of or relating to the use or occupancy of the Club Facilities and/or participating in any event or activity held by the Club either on or off the Club Facilities, by such Member or Designee, and their respective Immediate Family, Extended Family and Guests. The Club shall not be responsible or liable for any property damage, personal injury and/or theft caused by any Member or Designee or by the Immediate Family, Extended Family and/or Guests of any Member or Designee and/or caused to any Member or Designee or to the Immediate Family, Extended Family and/or Guests of any Member or Designee. Each Member and Designee hereby agrees to be responsible and liable for all property damage, personal injury and/or theft which he or she causes, or which is caused by his or her Immediate Family, Extended Family or Guests, at the Club Facilities or at any activity or function operated, organized, arranged or sponsored by The Club. In addition, a Member or Designee, or the Immediate Family or Extended Family of the Member or Designee, who arranges or sponsors any activity or function at the Club Facilities, shall be responsible for any such damage or injury even if such damage or injury was not caused by the Member, Designee or the Immediate Family or Extended Family of the Member or Designee. Without limiting the foregoing, the cost of repairing any such damage shall be charged to the Member's or Designee's account. The terms and provisions of this section shall survive termination of this Membership Plan and/or the Membership of any Member and/or Designee in the Club.

## **9. LIMITATION ON LIABILITY**

The Members and Designees acknowledge that the Club is a limited liability company that is solely responsible for the obligations and liabilities of the Club hereunder. The Members and Designees further acknowledge that no other person or entity, including: (a) The Club's members and managers; or (b) any entity affiliated with The Club, directly or indirectly, is in any manner liable or responsible for the liabilities and obligations of The Club under this Membership Plan and/or any of the other Membership Documents. Furthermore, each Member and Designee acknowledges and agrees that the

maximum liability for any breach by The Club of any provision of this Membership Plan and/or any of the other Membership Documents shall be the amount of the Membership Deposit and Membership Fee paid by such Member or Designee pursuant to the terms and conditions of this Membership Plan.

## FIRST SCHEDULE

### 1. Definitions and interpretations

#### 1.1. Definitions

- 1.1.1. **“Club Management”** means individuals or management company responsible for overseeing the operations and activities of the Club.
- 1.1.2. **“Designee”** means a person assigned by a corporate or other membership entity to use the membership privileges under the applicable membership category.
- 1.1.3. **“Effective Date”** means the date on which a membership termination takes effect, as determined by the Club’s rules or upon notice given by either the member or the Club.
- 1.1.4. **“Extended Family Members”** means relatives of a member beyond their immediate family, such as parents, siblings, or in-laws, who may be granted limited access to Club Facilities in accordance with the Rules and Regulations.
- 1.1.5. **“General Manager”** means the person responsible for the daily operations and administration of the Club.
- 1.1.6. **“Good Standing”** means the status where a member has fully complied with the club’s rules, including payment of dues and adherence to regulations, without any pending disciplinary actions.
- 1.1.7. **“Immediate Family”** means the spouse and dependent children of a Member who may enjoy membership privileges as specified by the Club.
- 1.1.8. **“Insolvency”** means the condition where a corporate member is unable to meet its financial obligations, such as failing to pay dues or other charges, or is declared bankrupt, liquidated, or placed under administration. In such cases, the Club reserves the right to terminate the corporate membership.
- 1.1.9. **“Member”** means an individual who has been approved for membership and has met all financial and other obligations to the Club.
- 1.1.10. **“Membership Application”** means the formal process through which an individual submits a request to join the Club, subject to approval and payment of applicable fees.
- 1.1.11. **“Membership Card”** means a card issued to a Member as proof of their membership, granting access to the Club’s facilities and services.
- 1.1.12. **“Membership Categories”** – Different types of membership offered by the Club to a Member each with specific benefits and fees.
- 1.1.13. **“Membership Plans”** means the payment structures or options available to members, such as annual, lifetime, or installment-based memberships.
- 1.1.14. **“Membership Privileges”** means the rights and benefits that come with membership, including access to club facilities, participation in club events, and use of club services.
- 1.1.15. **“Pro-Shop”** means the Club’s retail store that sells and rents golf equipment,



apparel, and accessories. It also serves as the golfing reception, handling all golf-related bookings and inquiries.

## **1.2. Interpretations**

Unless the context requires otherwise:

- 1.2.1. Words in the singular include the plural, and words in the plural include the singular.
- 1.2.2. References to any gender include all genders.
- 1.2.3. Headings are for convenience only and do not affect interpretation.
- 1.2.4. If there is any conflict between these Rules and Regulation and other Club policies, these rules shall prevail.
- 1.2.5. Any reference to a person includes individuals, corporate entities, and other legal entities.
- 1.2.6. References to laws and regulations include any amendments or replacements thereof.

