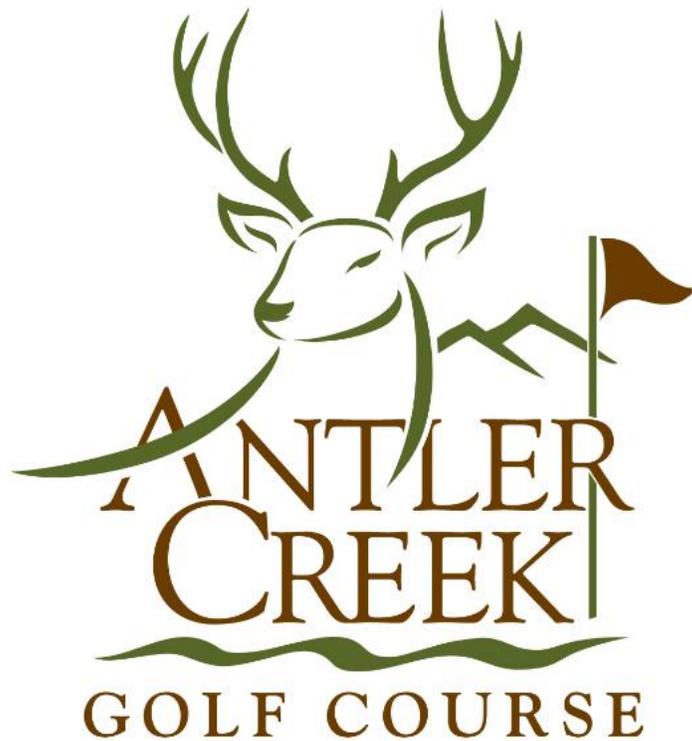


# *Antler Creek Golf Course*



*2022 A-List Pass Holder  
Contract*

July 27, 2022

# 2022 Antler Creek A-List Pass Holder

## **A. Golf**

A-list pass holders will receive unlimited golf each day available per designation.

Non-Prime pass holders will only be permitted to play on Non-Prime days. (Monday-Friday, Excluding Holidays)

## **B. Cart Fees**

A-list pass-holders will receive a shared cart benefit each time the pass holder is playing at the facility. Cart fees will not be waived for any non-pass holders golfing with A-list members.

## **C. Range Usage**

A-list pass-holders will receive one range token per day. Benefits are for the exclusive use of the A-list members only and not for non-pass holders. Penalty for failure to abide to these restrictions may result in the revocation of range privileges.

## **D. Golf Reservations**

Pass holders may make only one tee time per pass on prime days.

## **E. Merchandise**

A-list pass-holders will receive a 25% discount on Antler Creek logo merchandise in the Antler Creek pro shop. If merchandise is "on sale", the member will receive either the "sale price" or the discount price depending on which price is most beneficial to the member. Pro shop discounts will be available only for A-list members and will not be extendable to any person not named on the contract.

## **F. Maintenance and Renewal**

The A-list pass will renew automatically unless the pass-holder requests cancellation 1 month prior to contract sign date. The A-list pass may be transferred or suspended as a result of a relocation of residency or other leaves of absence; all appeals for suspension or transfer as a result of relocation of residency or leaves of absence by the Pass holder must be presented to the management of the facility in written form and will be dealt with on a case-by-case basis.

(i). Management reserves the right to deny renewal of an A-list contract or to suspend or terminate entirely the A-list membership and/or rights to be on Course property to any member based on any breach of contract, breach or violation of the Rules and Regulations (a copy of which is attached and incorporated herein), and/or any unsatisfactory conduct or for any other reasons at the sole discretion of management. Unlike a suspension based on relocation of residency or other leaves of absence referenced above, management's non-renewal, suspension or termination decisions for the reasons stated in this subparagraph (i) are not appealable.

## **G. Cancellation**

This is a binding contract. If at any point, prior to completion of one year (365 days), the Pass holder wishes to dissolve their agreement stated in this contract, they will be deemed in breach of the contract and liable to pay any cancellation fees established by management. If the Pass holder wishes to reinstate their contract, the person will be required to pay any past due monthly fees in order to bring their contract into good standing with the management and to meet any other conditions established by management.

## **H. Hours of Operation**

The facility's hours and days of operation will be established by the facility on a seasonal basis. Management reserves the right to modify hours and days of operation. Hours may be adjusted for weather, maintenance, or special events.

## **I. Tournaments**

Pass holders do not receive discounts on cart or green fees for outside events held at Antler Creek.

## **J. Billing**

A-list members that have not paid in full will be billed the first day of every month

## **K. Term**

The contract will run at total of 365 days from date of sign up.

## **L. Designations**

**Couple** - 2 people Married or living in the same residence as a couple that identify themselves as partners or significant others.

**Family** - Couple as defined above with any dependent children living in the residence, under the age of 18.

# Contact Information

The Club will not discriminate against any person based on the information completed on this application.

Primary Pass Holder Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

E-mail Address \_\_\_\_\_

Residence Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Residence Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Secondary Pass Holder Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

E-mail Address \_\_\_\_\_

**Dependent Children:** (Under age 18) Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Male/Female \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

I, \_\_\_\_\_ hereby acknowledge that I have read this contract and understand the terms and agree to all terms and conditions contained therein, including the Rules and Regulations of Antler Creek Golf Course which are incorporated as terms of this contract. I also understand that by signing this document I have entered into a binding contract for the 2022 golf season that runs a consecutive 365 days. I am responsible for maintaining the status of this contract financially, and that any breach of this contract could result with the incurrance of penalty fees and/or dismissal from the Course and all related facilities, suspension and/or termination of all membership and rights to be on Antler Creek Golf Course property. The owners of the Antler Creek Golf Course retains all rights to this contract and may revoke this contract without any warning or due process.

Pass Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

General Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ **Prime Single \$200** \_\_\_\_\_ **Prime Couple \$275** \_\_\_\_\_ **Prime Family \$310** \_\_\_\_\_  
\_\_\_\_\_ **Non-Prime Single \$155** \_\_\_\_\_ **Non-Prime Couple \$215** \_\_\_\_\_ **Non-Prime Family \$245**

## Payment Information

Credit Card: **Visa** **MasterCard** **Discover**

Credit Card #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_

Card Holder Name (Printed) \_\_\_\_\_

Card Holder Signature: \_\_\_\_\_

# **Antler Creek Golf Course**

## **RULES AND REGULATIONS**

These Rules and Regulations (these “**Rules**”), in conjunction with the A-list Pass Holder Plan (“the A-list”) for The Antler Creek Golf Course (the “Course”) are designed to protect the rights and privileges of pass holders of the course (“Pass holders”) and the enjoyment of the Course by Pass holders and their guests. The obligation of enforcing these Rules lies primarily with the management and staff whose principal responsibility is to assure Pass holders of all the courtesies, comforts and services to which they are entitled. It is also the duty of the Pass holders to know the Rules and to abide by them, as well as cooperate with the management and staff in the enforcement of these Rules. The Meridian Ranch Golf Course LLC, (“Owner”) may at any time establish additional Rules and Regulations and may modify or rescind the existing Rules and Regulations set forth herein. Decisions made by Owner regarding the interpretation and application of these Rules are final and binding upon all persons using the Course or its Facilities.

1. **Hours/Days of Operation.** The Course’s hours and days of operation will be established and published by the Course on a seasonal basis. Owner reserves the right to modify the hours and days of operation, as Owner deems appropriate from time to time.
2. **Conduct.** Pass holders are to conduct themselves in a manner that does not interfere with the enjoyment of the course by other Pass holders or guests, and is respectful to Course employees at all times. Anyone on Course premises acting in a disorderly, disruptive manner will be asked to leave. Pass holders are responsible for the conduct and dress of their family Pass holders and guests and will be held accountable for their actions. The Course’s Manager (the “Manager”) may take appropriate action for unbecoming/inappropriate behavior and for behavior which may result in the disturbance of or damage to property of the Course. Pass holders guilty of conduct prejudicial to the welfare of the Course or other Pass holders, or in violation of these Rules, policies or the A-list Plan may be subject to disciplinary action in the sole discretion of management as specified in the A-list Plan including suspension and termination of membership/rights to use or be on Course property.
3. **Dress Code.** Pass holders are expected to choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Course and will advise their guest accordingly. Dress throughout the Course is casual attire in good taste. Bathing attire and other inappropriate dress such as tank tops, cutoffs, running shorts, or like, shall not be permitted. From time to time, exceptions to the dress rules may be made for certain special events.
4. **Minors.** Pass holders are directly responsible for the actions of their children and children of their guests. Minors under the age of twelve (12) must be accompanied on Course property at all times by an adult, except when participating in a specific program or activity designated for their use. In the event of a violation of Course rules or policies by a minor, restrictions may be imposed on the minor’s use of the Course facilities. Owner reserves the right to limit the use of certain Course facilities by the minor. Minors are not permitted at the bar.
5. **Policies.** Owner may adopt and publish Course policies from time to time relating to various Course matters. Some policies are incorporated into the Rules; others are published on the Course’s website or posted on the course bulletin board. Each Pass holder has a duty to keep informed of and abide by Course policies as published.

6. **Charge Privileges.** A Pass holder shall pay all money owing to Owner as and when it falls due. Each Pass holder must furnish Owner with at least one valid credit card number. Should collection of money owed by Pass holder become necessary, the Pass holder agrees to pay all reasonable cost of collection, including but not limited to, collection agency fees, attorney's fees and administrative costs incurred by the Course. Pass holders are required to provide Owner with credit card renewal information annually or prior to the expiration date of the credit card furnished.
7. **Late Charges.** Money owing but unpaid by a Pass holder will incur a late fee of one and one-half percent (1.5%) per month for the outstanding amount due, but in no event more than the maximum amount allowed by law.
8. **Parties/Special Functions.** Certain facilities of the Course may be available for private parties or special functions and Course employees will be available to assist Pass holders in planning events. Owner, in its sole discretion may use certain Course facilities for private parties, weddings, and special functions and may conduct outside tournaments on the golf course.
9. **Alcoholic Beverages.** Owner intends to comply with all applicable laws pertaining to the sale and service of alcoholic beverages. Violations may result in the loss of the liquor license for the premises. No food or alcoholic beverage shall be brought onto or removed from the Course's premises. Instance of intoxication on the Course's property may be forwarded to the Course's Manager for disciplinary action, including suspension or termination of membership/rights to use or be on Course property. Any individual that employees, agents or other operators at the Course feel is intoxicated or on the verge of becoming intoxicated may be refused the service of alcoholic beverages. Pass holder should not attempt to leave the Course and operate a motor vehicle in an intoxicated condition.
10. **Pets.** No dogs or other pets, except for seeing-eye dogs and other qualified service dogs, are permitted on Course's property (including the golf course) at any time, unless special policies or certain exceptions are adopted for the Course.
11. **Parking/Traffic.** Parking in the Course's parking areas is undertaken at the driver's own risk. Owner is not responsible for personal injury, property theft or damage. Vehicles parked in reserved, restricted or unmarked areas may be removed at the expense of the vehicle owner or user. Bicycles, motorbikes and all-terrain or other wheeled personal mobility vehicles/devices (or the like), including but not limited to roller blades, scooters, skateboards and Segways, are not permitted on the golf course, cart paths, parking areas, driving range or anywhere else on golf property at any time.
12. **Prohibited Activities.** In addition to the prohibited conduct referenced in other sections of these Rules, the following shall also apply: (i) Owner shall have the right and power to prohibit any games, sports, or other activities, which it may, in its sole determination, consider harmful to the interests of the general Pass holder and /or the Course; (ii) illegal activities are prohibited; (iii) solicitation of other golfers or patrons of the Course, petitions and commercial advertisements posted or circulated on Course property are prohibited without prior approval of the Course; (iv) use of the Course's name, logo or stationery for any purpose is prohibited without prior approval of Owner.
13. **Pass Holder List.** The list of Pass holders shall not be used for commercial or charitable purposes or given to any non-Pass holder for any reason whatsoever.
14. **Damage to Course Property.** Pass holder will be responsible, and may be subject to disciplinary action including suspension or termination of membership/rights to use or be on Course property,

- for any of the Course's property abused, removed, damaged or destroyed by a Pass holder, as well as for all property of the Course abused, damaged, or destroyed by a Pass holder's family member or guest.
15. **Liability.** Pass holder and guest shall use the Course's facilities at their own risk and shall assume sole responsibility for personal injury, personal property, and property damage. Owner, its officers, employees, representatives, and guest shall not be held liable for personal injury to any person while on the Course's premises, nor for loss or damage to personal property, brought onto, used, or stored on the Course's property, whether in bag storage, bag drop area or elsewhere.
  16. **Reporting Injuries and Property Damage.** Any injury to person or damage to property shall be reported immediately to the Manager or other responsible staff member. Personal injury or property damage caused by a golf ball is the sole responsibility of the golfer striking the errant ball.
  17. **Facility Employees.** Employees of the facility are to be treated in a courteous and considerate manner. A Pass holder or guest shall not reprimand an employee in any way. Any complaints regarding service, behavior, or inattention to duty by employees should be immediately brought to the attention of the Manager or the manager on duty. Pass holders may be requested to state the complaint in writing. Owner will take such disciplinary action, as it deems necessary in its sole discretion, including suspension or termination of membership/rights to use or be on Course property.
  18. **Complaints/Grievances.** Pass holder complaints/grievance concerning other Pass holders or the Course or its facilities shall be held in the strictest confidence, made in writing and submitted only to the Manager, who shall handle the complaint/grievance pursuant to the A-list Pass Holder Plan. The Manager shall investigate the complaint/grievance and determine the action, if any, to be taken by the Course.
  19. **Firearms/Fireworks.** Firearms, fireworks, lethal weapons and ammunition are not allowed on Course property.
  20. **Course Lakes.** No swimming, fishing, playing, or retrieving of golf balls (other than searching for one's own ball during the normal course of play) shall be allowed in or around the Course's lakes.
  21. **Smoking.** Smoking may be prohibited in certain areas. Smoking in the restaurant, golf shop, lobby, and restrooms is prohibited.
  22. **Supervision of Play.** The Course's staff, acting under the supervision of the Manager, will have the responsibility for supervision and control of all matters relating to play on the golf course. Golf course privileges may be refused to anyone who, in the judgement of the golf shop or the Manager, violates any of these Rules, the rules of play, etiquette and/or dress code. Responsibility for such supervision may be delegated to pros, starters, marshals, or other individuals designated by the Manager.
  23. **Personal Instruction.** Instruction in golf is offered under the supervision of the Course's staff. No Pass holder shall authorize anyone other than provided by the Course to train, teach or give golf lessons on Course property.

## **B. Golf Course Rules**

In setting these rules for use of the golf course, the Course management is in no way attempting to restrict the enjoyment obtained from playing the course. It is in fact, necessary to follow certain procedures to ensure maximum enjoyment of the golf course and grounds for all Pass holders.

Owner reserves the right, from time to time, to establish rules governing access to the golf course. All rules shall be applied on a fair and equitable basis. Pride in the Course, together with the thoughtfulness and consideration we afford our fellow golfers, will make the enforcement of any rules unnecessary.

1. **Rules and Etiquette of Play.** Pass holders are required to familiarize themselves, their family and their guests with the rules and etiquette of golf, as contained in the United States Golf Association (the 'USGA') handbook, such rules and etiquette shall apply at all times except when in conflict with any local rules or these Rules. The USGA handbook is available for review in the golf shop. Excessive noise, golf club throwing or profanity will not be permitted.
2. **Dress Code.** At all times on the golf course and practice areas, men and women (i) may wear shirts in keeping with current golf fashion trends, including turtle neck shirts; (ii) shorts must be of Bermuda – length or a style made for and designed for golf; (iii) slacks are acceptable, and (iv) denim is acceptable. The following types of clothing are prohibited on the golf course: short shorts, cut – offs, tennis shorts or running shorts, tee shirts, tank tops, sweatshirts and warm-up suits. If you are in doubt concerning your attire check with the golf shop.
3. **Golf Shoes.** To maximize the playing condition of our golf course and practice areas, all players must wear shoes without metal spikes or cleats (acceptable shoes are commonly known as soft spikes) subject to conditions. To minimize the risk of slipping or falling, be careful when walking in wet conditions or on hills or steep slopes, dormant grass, bridges, platforms, steps and railroad ties, or on hard smooth surfaces or in golf carts. Golf shoes must be worn on the golf course.
4. **Hours.** The hours and days of operation for the golf course, golf shop and practice range will be set seasonally and posted at the golf shop. Hours may need to be adjusted for weather, maintenance, and special events.
5. **Registration.** All Pass holders and all guests must register in the golf shop at least fifteen (15) minutes prior to tee time to maintain that time. Pass holders are responsible for registering their guest.
6. **Starting.** All play must start on the No 1 tee, unless directed to start elsewhere by the golf shop or the starter. "Cutting –in" is not permitted at any time. Under no circumstances are players permitted to start play from residences adjacent to or bordering the golf course.
7. **Tee Times.** Tee times will be required each day the golf course is open for Pass holder play and may be reserved through the golf shop. Starting times may be made by telephone during hours and on days posted in the golf shop. Pass holders will need to provide the names of players in their group at the time of reservation.
8. **Playing Schedule.** The Manager reserves the right to close the golf course on any day for tournaments or privately held functions or for maintenance purposes.
9. **Playing Groups.** Pass holders are encouraged to play in foursomes especially in peak times; however, there may be times when groups with less than four players may be filled with twosomes or singles. Single players and twosomes or threesomes may be permitted at the discretion of the golf shop. Single players using carts must pair up to minimize carts used in each group. Groups of more than four players are not permitted without permission from the Golf Professional or Manager.

- 10. Cancellation.** Please notify the golf shop of the cancellation of a tee time as early as possible. Cancellation should be at least one (1) hour before scheduled tee time so that someone else may be able to use the tee time. Repeated failure to timely cancel a tee time may result in suspension and /or loss of A-List Pass holder privileges.
- 11. Pace of Play.** All golfers are asked to maintain a reasonable pace and should play to complete the course within four and one-half (4 ½) hours. If your group falls behind by one clear hole, please speed up or let the group behind you play through. All players who stop for any reason after playing nine (9) holes must occupy the next tee before the following players arrive at the at the tee or they will lose their position on the golf course.
- 12. Ranger/Marshals.** Golf rangers or marshals may be on duty to help regulate play and enforce facility regulations. They have full authority on the golf course and will enforce all rules and speed of play. Your cooperation is appreciated.
- 13. Practice.** Pass holders are to use the designated areas, driving range and practice putting green. Under no circumstances are the regular tees, greens, or fairways to be used for practice.
- 14. General.** Each player must have his or her own set of golf clubs and bag. Pass holders are reminded that they are not to leave golf bags or personal belongings unattended on the Course's property. Owner is not responsible for lost, damaged, or stolen property.
- 15. Care of Course.** To help maintain turf conditions, and as a courtesy to other players, all golfers are responsible for picking up tees, repairing their golf ball marks on the green, filling divots made in the fairways and carefully raking sand bunkers after use.
- 16. Practice Range.** The hours of the practice range will be posted in the golf shop. The golf shop may close the practice range at any time to permit recovery of range balls or due to inclement weather or poor turf condition. Range balls are for use on the practice range only and are not permitted on the tee area. Parking of golf carts is allowed in designated areas only. For safety reasons, range balls must be hit from designated areas only; no hitting is permitted from the rough or sides of the range.
- 17. Lightning.** Players are expected to exercise reasonable prudence and common sense when severe weather (e.g., thunder or lightning) is reported or observed in the area requested to leave the golf course and seek appropriate shelter. Players expressly assume all risk of injury or death while on the golf course due to lightning or other adverse weather. Players should not rely on the accuracy, reliability or adequacy of any storm systems implemented by the course. The Course may suspend or cancel any tournament or scheduled play, if the sole judgement of its management, weather conditions creates a clear and present danger of personal injury or death.

*Lightning Safety Tips:*

Avoid: Open areas, water, metal wire fences, overhead wires and power lines, isolated trees, elevated ground, machinery and golf carts (golf carts are NOT lightning proof)

Seek: The clubhouse, maintenance building, automobiles and on-course buildings.

Note: Raising golf clubs or umbrellas above the head increases the risk when lightning is near.

18. **Junior Play.** The course wishes to encourage junior play, but reserves the right to establish additional policies relative to junior play, as it may deem necessary. Juniors are defined as sons or daughters of a Pass holder entitled to pass holder privileges. Unless the Golf Professional has granted golfing privileges to the junior golfer, junior golfers must play with an adult Pass holder and should be at least twelve (12) years old. Juniors are expected to follow the rules and etiquette of golf and conduct themselves in an appropriate manner.
19. **Violations.** Violation of any golf rule, including continued violation, may result in fines or suspension of golfing privileges or termination of Pass holder's membership/rights to use the Course.

### **C. RULES FOR OPERATION OF GOLF CARTS**

1. **Purpose.** The Course maintains a fleet of golf carts for rental by Pass holders and their guests for use only on the course and practice areas while playing.
2. **Responsibility.** Pass holders are strictly responsible for their guests, their families, and their own safe operation of the golf carts so as not to interfere with fellow player's enjoyment of the game, and at all times guard against injury to persons or damage to property, especially the playing surface of the golf course. Owner assumes no responsibility for accidents or damage caused by golf carts.
3. **Misuse.** Pass holders shall be responsible for any damage, including misuse, to their assigned golf cart or golf cart assigned to their guests and damage to any equipment on the golf carts or damage to the Courses property caused by themselves, their family or their guests while operating a golf cart.
4. **Violations.** Reckless driving or violation of golf course rules may result in forfeiture or suspension of the privilege of golf cart usage, the privilege of playing on the course, and/or suspension or termination of Pass holder's membership.
5. **Driver's License.** Operators must have a valid driver's license, be at least 18 years old, and operate the golf cart at their own risk. Operating instructions on each golf cart should be read prior to usage.
6. **Procedures.** Golf cart operators shall observe safe driving procedures at all times and must observe and obey signs, stakes and other markers used to guide golf carts, and shall stay on golf cart paths and without exception, on par 3 holes.
7. **Two Occupants.** No more than two players and two bags shall be permitted on any golf cart.
8. **No Cart Areas.** Do not operate or park a golf cart within thirty (30) feet of any tee, green, bunker (or their shoulders), or beyond designated markers. Golf Carts should not be parked on property owned by homeowners.
9. **Ground Under Repair and Hazards.** Every effort should be made to avoid bare spots, wet or soft areas and areas under repair. Never drive through a hazard or native area.
10. **Staging Area.** Golf carts must be returned to the staging area and any malfunctions and needed repairs reported to the golf shop.

**RECEIVED, ACKNOWLEDGED AND AGREED TO** this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Print Pass holder name: \_\_\_\_\_