

# Terms & Conditions

The following Terms and Conditions apply to the use of this Web site as well as all transactions conducted through the site.

## 2018 New Era Golf

### MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between NEW ERA GOLF OHIO, an Ohio Corporation ("Club Operator"), and \_\_\_\_\_ ("Member").

#### PURPOSE AND INTENT

Club Operator owns, operates, and manages certain real property and facilities known as Glenross GC, Bent Tree GC, Royal American Links GC, New Albany Links GC, Golf Club of Dublin, and Shamrock GC ("Club") located in Delaware County, Ohio. The facilities of the Club presently consist of 4 – 18 hole golf courses; golf practice areas; clubhouses; parking lots; nurseries; a golf shop; food and beverage facilities; (collectively, "Club Facilities").

Member wishes to acquire and Club Operator desires to grant to Member a non-exclusive license to use all or a portion of the Club Facilities as a member of the Club upon payment of such membership fees as Club Operator may establish from time to time. Such license shall be subject to the terms and conditions set forth in this Agreement, the Member's Application for Membership in Glenross, Bent Tree, Royal American Links, and Shamrock Golf Clubs ("Application"), and the Membership Policies of the Clubs, as in effect from time to time ("Membership Policies").

For and in consideration of Member's payment to Club Operator of an initiation fee, and in further consideration of the mutual covenants set forth in this Agreement, Club Operator hereby grants to Member, and Member hereby accepts from Club Operator, membership in the Club on the following terms and conditions:

#### TERMS AND CONDITIONS

- **Class of Membership.** Club Operator hereby grants to Member a/an \_\_\_\_\_ Membership, constituting a license to use all or a portion of the Club Facilities in accordance with the privileges of such a class of membership.
- **Terms of Membership.** The Membership shall commence on the later of the date set forth above or the date on which the Club operator approves to accept Member's Application, as

set forth below, and shall continue in effect until terminated as provided in the Membership Policies.

- **Membership Fees.** Member acknowledges and agrees that the annual fee for the membership is \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Member agrees to pay this amount in full to Club Operator on the date of this Agreement set forth above. Upon Member's resignation of membership, Member shall not be entitled to any refund of Membership Fees (as defined herein) paid.
- **Member understands that the membership is subject to payment of the Annual Membership Fee set forth above, Association Fee, and Handicap Fee and Future Daily Tab Charges as the Club Operator may establish pursuant to the Membership Policies (collectively, "Membership Fees"), all of which are subject to change from time to time. Member agrees to be responsible for all charges incurred by Member's authorized users, Secondary Members, and guests in their use of Club Facilities.**

**Member agrees to pay all Membership fees on or before the due date thereof. Member understands that delinquency in paying any amounts due may result in late charges, interest on the amount past due until paid at a rate determined by Club Operator (not to exceed 18% per annum), Club Operator charging all amounts due to the Club to Member's credit card that may be on file with the Club, suspension or termination of membership privileges, and expulsion from membership in the Club. Member further agrees that if Member is delinquent in paying any amounts due, Club Operator shall be entitled to recover from Member late charges, interest and all costs and expenses which Club Operator reasonably incurs in attempting to collect the past due amounts, including, without limitation, attorney's fees and court costs, whether or not suit is filed.**

- **Receipt of Club Documents.** By executing below or clicking I agree, Member acknowledges receipt of the Membership Policies and agrees to be bound by and comply fully with the terms and provisions of such documents, as they may be amended, and to be responsible for all compliance by Member's family members and guests.
- **Assumption of Risks and Indemnification.**
- **In consideration of the membership and as a condition of using the Club Facilities, Member agrees to all risks associated with the use of Club Facilities, including risks associated with use of or proximity to the golf course (i.e.: being hit by a golf ball or struck by lightning, falling), and agrees to release and indemnify Club Operator from and against any and all losses expenses, liens, claims, demands, and causes of action of every kind and character for death, personal injury, property damage, and other liability, damages, fines, or penalties, including but not without limitation, costs, attorney fees and settlements, whether or not based on the acts or omissions of Club Operator, resulting from, or arising out of or in any way connected to the use of the Club Facilities by Member, Member's Family members, guests, approved designees, and their family members and guests. As used in this paragraph, "Club Operator" shall include Glenross, Bent Tree, Royal American Links, New**

**Albany Links, and Golf Club of Dublin Golf Clubs and their respective directors, officers, shareholders, partners, members, agents, related companies, affiliates, predecessors, successors, assigns and employees, and all persons, corporations, partnerships, and other entities with which they are or may in the future become affiliated. This paragraph shall survive the termination of the Agreement and Member's membership in the Club with respect to any property damage, personal injury or death occurring prior to such termination.**

- **Member, as a condition of the membership, and each Member's authorized users and guests, as a condition of the invitation to use the Club Facilities, assume sole responsibility for their personal property. Member acknowledges and understands that the Club Operator shall not be held responsible for any loss or damage to any personal property which Member, Member's family members, guests, approved designees, or their family members or guests may cause. If Member arranges or sponsors an activity or function on the Club premises, Member shall be responsible for any such damage or injury even if such damage or injury was not caused by the Member. Member agrees that Club Operator may charge the cost of any damages to the Member's card on file or request another form of payment.**
- **No Vested Interest. Member acknowledges that in acquiring a membership, Member acquires only a non-exclusive license to use all or a portion of the Club Facilities, in accordance with this Agreement and the Membership Policies and in common with such other persons, including, without limitation, the general public, as Club Operator may authorize from time to time. Member acknowledges (a) that there shall be use of the Club Facilities by persons other than members of the Club and (b) that Club Operator or control of the Club Operator or the Club Facilities.**
- **Transfer and Assignment of Membership. Member acknowledges that the membership conferred hereunder may not be pledged or assigned and is not transferrable, unless and accept as otherwise specifically set forth in the Membership Policies.**

**MEMBER ACKNOWLEDGES THAT MEMBER IS ACQUIRING A MEMBERSHIP FOR THE SOLE PURPOSE OF OBTAINING SOCIAL BENEFITS AND RECREATIONAL USE OF THE CLUB FACILITIES AND IS NOT AN INVESTMENT OR WITH ANY EXPECTATION OF MAKING A PROFIT FROM THE OWNERSHIP OR FUTURE TRANSFER OF THE MEMBERSHIP.**

- **Starting Time Cancellation. Starting time reservations may be cancelled without penalty or action 24 hours in advance. Members who do not abide by the cancellation policy will be billed for 4 Non-member cart fees.**
- **Member Termination. The Member can terminate this agreement at any time with written notice. The Member will still be liable for and unpaid charges due to Club. No refund of fees will be due to the Member upon termination of the Membership.**

**The Club reserves the right to membership programs, bylaws, etc.**

- **Pace of Play Practices.** To ensure that all Members have will have the most enjoyable round of golf possible, all golfers should consider the following: Have patience; Play basic ready golf, play the correct tees for your ability, play through or allow others to play through when it is appropriate, and pair up and make new friends on busy days.
- **Playing with Patience.** Everyone was a beginner at one point, even the Touring Pros, so we should have patience for people who may be playing slow because they are new to the game and still learning how to play. Or perhaps they are not very good. Green fee players and beginners bring money in to keep the greens nice for you. We want them to have an enjoyable experience and come back.
- **Playing Ready Golf.** There is an official group of golfers that make up the Ready Golf Association, but when we refer to ready golf we are referring to a more simplified version. You should just be ready when it is your turn. In some circumstances, playing ready golf means ignoring some of the traditional rules, like tee honors. Some basic rules to follow are (a) Be at your ball with your club while the other person is hitting (b) Line up your shot while the other person is hitting (c) Hit your shot as soon as it is your turn (d) First one to their ball on the green putts (e) Putt out instead of marking your ball.
- **Playing the Correct Tees.** There are really no such things as ladies tees. The front tees have been commonly called ladies tees, but the shorter tees are simply for people who for one reason or another just don't hit the ball as far as golfers that hit from the back tees. You should always tee off from a distance that matches your ability.
- **Playing Through.** Knowing how and when to let someone play through or how to play through another group can be difficult for a new and sometimes even experienced golfers. First of all, if you keep pace with the group in front of you, you will never have to worry about playing through.
- **Keeping Pace.** Keeping up with the group in front of you means that you are coming up to a green to putt and the group in front of you will be hitting their tee shots on the next hole. As you reach the tee box, the group in front of you should be clearing out to enable you to hit your tee shot. They may be hitting their second shots on a par 4 or par 5. As long as the next hole is occupied by another group while you are on the putting green you are keeping pace.
- **When to Let Another Group Play Through.** Let the group behind you play through if any of the following circumstances occur: (a) you fall behind the group in front of you (b) the entire hole in front of you is empty (c) the group behind you is waiting on you to finish.
- **How to Let a Group Play Through.** Many golfers, experienced and beginners, think that the best way to let players play through is on the tee box, but when you find that you need to let a group play through, the best thing to do is stop wherever you are, and pull off to a safe

**place on the side of a fairway or green and wave the group behind you through. In the fairway, just leave the ball where it is. On the green, pick up and mark your ball.**

- They played through; now what? **After you let a group play through, you should once again try to keep pace with the group in front of you, but if you should fall behind again and have an empty hole between you and the group in front of you, let the group behind you play through once again if they are waiting for you to hit your shots.**
- It is just as important for you to play through! Sometimes a situation will develop where a *group says that's okay, we are not in a hurry; you don't need to let us play through.* When this happens, it slows down entire course and makes the round miserable for almost everyone. It is your duty as a Member to play through the group in front of you whenever you are asked. **(Even if the course is not busy, if someone asks you to play through they are probably nervous about having someone behind them)**
- Pairing up and Making New Friends. We understand that some people like to play by themselves or just with their regular partner, and we like to accommodate our Members and their guests whenever possible. However, when the course is busy, we may ask you to pair up with another group to make room for other golfers. When the course is not busy we welcome you to play alone or with another friend.
- **NO Sixsomes!!!! While you should pair up and make room, five in a group is the limit (with permission from the Professional Staff). You may not play with six or more golfers in your group. While there are some very fast golfers who can play with six golfers in a group and keep moving, there are several reasons why we do not allow the practice**
- **It looks slow, and other customers think large groups are slow.**
- **The Pro Shop gets complaints about large groups**
- **Players that don't complain leave the course (and some never come back) if they see large groups are allowed to dominate the course.**
- **Club Rules and Regulations**
- **All players MUST register in the Golf Shop before beginning play, whether riding or walking**
- **Dress Code. The following attire will not be allowed on the golf course: gym-type wear (gym shorts, tank tops, sweat pants, T-shirts, etc.), swim wear, blue jeans, athletic shoes other than golf shoes or smooth-shoes. Proper golf attire is required at all times, with appropriateness determined by the Professional Staff. Non-metal or soft spikes are approved. Metal spikes are forbidden.**

- **Golf Cars. Operators of golf carts must be at least 16 years of age and have a valid driver's license. (proof may be required) Any damage to any golf cart will be the financial responsibility of the operator. Golf carts are not to be used by more than two riders and two golf bags at one time.**

**All Golf carts MUST stay on paths around tees and green areas. Operators must abide by all directional signs when operating a golf cart. Please make note of the cart path conditions before play. Walking is a limited privilege of membership and will be regulated by Club policy at all times.**

- **Other Rules and Regulations**
- **Each player must have his / her own set of clubs. Rental clubs are available in the Golf Shop**
- **Priority of groups is foursomes, threesomes, twosomes, and singles. Groups of more than four have no standing and MUST be approved before starting. Fivesomes will not be permitted during peak play times.**
- **No food or beverage may be brought onto the grounds. Food and beverage service is available at the Club.**
- **No personal coolers are allowed on the course. Coolers are available at no extra charge in the Pub and can be taken onto the course. It is against the law to bring alcoholic beverages onto the course that are not purchased through the Club. Any Members or Guests in violation of the policy will be asked to leave in accordance with Ohio Law.**
- **Establishment of handicaps is strongly recommended and available in the Golf Shop. An established USGA handicap is required for participation in certain events and tournaments. All Members scheduled to play on a certain day are required to post a score in accordance with USGA policy. Members failing to post a score will have a score of even par posted. Peers are to review fellow Member scores. Events often result in prizes issued to winners or placers. No exceptions to the USGA Handicap Policy are permitted for obvious reasons.**
- **Do not take range balls onto the course. Stay behind the markers on the range tee at all times.**

**This Agreement shall not be binding unless and until the Member's Application is approved and accepted on behalf of the Club Operator as provided therein and this Agreement is executed by Club Operator or Director of Membership.**

**IN WITNESS WHEREOF, Club Operator and Member have caused this Agreement to be executed on their behalf**

## **NOTICE TO MEMBER**

*By clicking "I Agree" the Member acknowledges having read and understood the above policy concerning all collection and retention of personal information about me.*

Do not agree to the terms before you read it or leave any blank spaces. You are entitled to a copy of the Membership Agreement and may request one by emailing [Membership@NewEraStaff.com](mailto:Membership@NewEraStaff.com).

## **Privacy Policy**

New Era Golf Ohio and The Facilities is subject to the provisions of the Privacy Act 1988. The personal information provided by you on this application form and the attached documents will be used to process your membership application. Failure to provide all the requested information may result in your application being rejected. You have a right to access and correct any of the personal information the Club holds about you.

The Club does not usually disclose your personal information to any other person or organization unless there is a legal requirement to do so. The Club may disclose some personal information about you to third parties that provide services under contract to the Club. These contracts require the third party to keep your personal information confidential and secure. An example of a third party who may have access to your information is the company that runs the Member booking engine.

Your personal information may be used by the Club for marketing purposes to improve our services and to provide you with the latest information about those services and any new related services and promotions.

Notwithstanding anything else in this statement, you may, at any time, advise us that you do not wish to receive any direct marketing communication. You may do so in writing by emailing [Membership@NewEraStaff.com](mailto:Membership@NewEraStaff.com) or by visiting our Membership Office. The opt out request will apply to *all direct marketing material normally sent to you, except the Club's Newsletters that will contain prescribed notices of meetings and other notices of changes required by law or the Club's Constitution.*

*A copy of the Club's Privacy Policy is available upon request from the Club's Membership Office.*

*By clicking "I Agree" the Member acknowledges having read and understood the above policy concerning all collection and retention of personal information about me.*