

## **GUIDELINES, RULES & REGULATIONS ALL CLUB FACILITIES – TALAMORE & APPLECROSS (“THE CLUB”)**

### **GENERAL**

- It is each member’s responsibility to remain aware of all rules and regulations at all times.
- The Club reserves the right to refuse admission or eject any person violating the facility rules; local, state or federal law; or whose conduct is deemed illegal, disorderly or offensive by management.
- Bicycles, skateboards and walking (by non-golfers) are not permitted on the golf course, cart paths or practice facilities at any time.
- Automobiles are restricted to the designated parking areas.
- No articles may be exhibited for sale by any Member on club property.
- The Club may take disciplinary action against a Member (including, without limitation, suspension or termination of Membership) for violations of the Property Owners' Association Declaration, Community Charter or Community rules and/or the Architectural Review Board or Committee rules or standards.

### **FOOD & BEVERAGE**

- All food and beverage consumed on the club premises must be purchased from the club. Bringing food, coolers, and the like onto club property is prohibited. The exception to this guideline is for parents with infant or baby formula/food, or special dietary needs.

### **DRESS CODE**

- The Club’s Dress Code varies by facility and activity being Golf, Pool, Tennis, Fitness, Clubhouse, and the Spa. Club dress codes may be relaxed, deemed to be a “golf attire,” or amplified to be more formal for Club events or other special circumstances at the discretion of management.

### **Clubhouse Attire**

- “Sport Casual” and “Golf Attire” is the general dress code for the Clubhouse.
- Patio Dining is designed to be more casual with summer attire welcome.
- Jeans may be worn in the clubhouse as long as there are no rips, holes, or paint on them.
- Men’s Cutoff sleeves are generally prohibited at the Clubhouse. Swim attire, provided it is worn “covered up” is acceptable.
- Hats may be worn in the clubhouse. Hats should be worn as they were intended and may not be worn backwards at any point while on club property.
- Management reserves the right to request members to correct any apparel item or items that may be deemed offensive by other members, or deemed inappropriate by Management. Failure to correct violations may result in refusal of service by the club and other disciplinary actions.

### **Golf Facilities Attire**

- Proper attire is required for all golf activities at the club in all areas of the golf course which includes, but is not limited to, the putting green; chipping green; golf course; driving range; and the short game areas. The Golf Facilities dress code is mandatory for all players and their guests. Improperly dressed Members and/or their guests will be required to change or will be refused play.
- Men (Acceptable): long pants or shorts; collared shirts; turtlenecks; mock turtlenecks. Men (Not acceptable): jeans; cutoffs; tight shorts; T-shirts; sweatshirts; tank tops; sweat suits; cargo shorts/pants; workout/exercise pants; any type of non-traditional golf apparel.
- Women (Acceptable): skirts or shorts that are not deemed too high/tight to be offensive; collared shirts; blouses; collared sleeveless shirts; collarless shirts (w/sleeves); turtlenecks. Collarless/sleeveless shirts may be allowed provided they are in good taste. Women (Not Acceptable): tank tops; short shorts; T-shirts; jeans; sweat suits; cutoffs; sweatshirts; tight fitting clothing; any type of non-traditional golf apparel.

### **Pool, Tennis & Fitness Attire**

- Please see the Amenity Rules & Regulations for information on appropriate attire for these Club Facilities.

### **BEHAVIOR, RISK & INJURY**

- Use of all facilities is at the Members' own risk. Any legal action brought forth by a member (social or full) against the club or its officers/employees may result in immediate termination of membership and a forfeiture of membership deposits.
- The club reserves the right to suspend/expel any member whose behavior is deemed to be unfit. Applecross & Talamore have sole discretion to determine what constitutes such behavior.
- Examples of unfit behavior include fighting; using loud and abusive language; failure to pay for fees and services in a timely manner; berating or abusing in any way other Members or Club staff; cheating; public drunkenness; and the like.
- The Club may restrict or suspend some or all of a Member's, family Member's and/or guest's Club privileges.
- If the Club determines that a Member's conduct or the conduct of his or her family or guest is improper, the Club may expel the Member, suspend or restrict the Member's Membership privileges, or restrict the use privileges of the Member's family or guest whose conduct was improper.

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

Each Member as a condition of Membership and each guest as a condition of invitation to the Club Facilities assume sole responsibility for their property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a

public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.

Every Member of the Club shall be liable for any property damage caused by the Member, any guest or any family Member. The cost of such damage shall be charged to the responsible Member.

### **DISCIPLINE**

Members are responsible for their own conduct and for the conduct of their family Members and guests. Any Member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members or is otherwise improper, may be reprimanded, suspended or expelled from the Club and have all privileges associated with the Membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for Membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her Membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, or (vii) acting in a manner incompatible with the standard of conduct of the existing Membership or which would likely injure the reputation of the Members or the Club.

The Club may restrict or suspend some or all of a Member's, family Member's and/or guest's Club privileges. If the Club determines that a Member's conduct or the conduct of his or her family or guest is improper, the Club may expel the Member, suspend or restrict the Member's Membership privileges, or restrict the use privileges of the Member's family or guest whose conduct was improper. No Member is entitled, on account of any restriction, suspension or termination, to any refund of any Membership Deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.

In the event of an expulsion hereunder, the Club in its sole and absolute discretion may:

Place the Membership on the waiting list for reissuance and the Member's Membership Deposit shall be returned to the Member upon reissuance of the Membership in the same manner as in the case of any resigned Membership. The amount refunded to the person will be reduced by the amount of any unpaid dues, fees and charges.

**OR**

Declare any portion thereof of, including the full amount of refundable portion of the Membership Deposit, as non-refundable.

All Membership privileges shall cease upon expulsion from the Club.

### **RISK / PERSONAL INJURY**

Any Member, family Member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The Member and his or her family Members and guests shall hold the Club their affiliates, successors and assigns and their respective shareholders, partners, directors, officers, Members, employees, representatives, agents and Members of the Club's committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spike-less shoes, or otherwise, arising out of or incident to Membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any Member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family Member.

Should any Member or party bound by the Club's Plan for Offering, Rules and Regulations and other Club guidelines bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with Membership in the Club or use of the Club's facilities, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

Should any Member or party bound by the Club's Plan for Offering, Rules & Regulations and other Club guidelines bring suit against any of the Indemnified Parties as described herein, the Club reserves the right, in its sole and absolute discretion, to suspend Membership Privileges during the period in which suit is brought; in the event of a failure to obtain judgment as described herein, the Club shall have the right, in addition to damages noted herein, to terminate the Membership Privileges of the party that initiated suit and the Club shall not be liable for the refund of any applicable portion of the Membership Deposit or unused portion of annual dues or other annual fees.

### **AMERICANS WITH DISABILITIES ACT**

The Club recognizes and complies with the Pennsylvania Human Relations Commission's Public Accommodation policies. The Club provides reasonable accommodations to all golfers and guests with disabilities who use the golf course or Club facilities. Any Member or guest who requires special assistance to use any of the Club's facilities must notify the Club in advance so that proper arrangements may be made to provide for any special accommodations.

If the use of a handicap flag is required, the Pro Shop must be notified prior to play. For the safety of all golfers and to protect the condition of the golf course, there may be times when carts are restricted to the cart paths for all players on any or all of the golf holes based on weather, agronomic conditions including wet or moist soil, seeding, fertilization, or golf course repairs. The decision to restrict cart traffic on any or all of the golf holes shall be made by the Director of Golf and Golf Course Superintendent.