



2019  
Membership Agreement  
Terms, Rules & Regulations and Application Form

# Membership Overview

## Mission Statement

It is our ambition and intent to provide a golfing experience within a friendly and comfortable environment for a diverse Membership, Stockholders, Public Players and their Guests. Practices and policies will be established by RGA (“the Club”), an incorporated organization leased and operated by McConnell Golf, LLC (the “Company”).

## Membership Opportunity

The Membership Agreement and Terms describe the membership opportunities in the Club for those members who applied for either an Annual Associate Junior (Under 30 yrs.), Associate Single and Associate Family.

## Membership Privileges

The use privileges associated with memberships applied for are described herein.

## Disclosure Statement

No person has been authorized to give any information or make any representations not contained in this Membership Agreement and if given or made, such information must not be relied upon as having been authorized by the Club.

## Memberships are only offered for Recreational Purposes

Membership to the Annual Associate Memberships is perpetual with the membership being extended on a twelve (12) month basis from the application date listed. The Membership renews each year until written notice of non-renewal or resignation is submitted with a minimum of 30 days advanced notice.

The Membership in the Club permits the member to use the Club Facilities in accordance with his or her membership applied for and held. All referenced documents are governed by the management of the Company. Membership at the Club is not an investment in the Company or the Club Facilities, and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with equity or ownership interest or any other property interest in the Club or the Company. The members of the Club shall not be admitted as “members” to the Company or the Club for purposes of Chapter 57C of the North Carolina General Statutes. No Club member shall have any right to the profits or losses, no right to distribution, no right to vote and no right to participate in Management of the Company or the Club for any purpose, including but not limited to, purposes under Chapter 57C of the North Carolina General Statutes.

## Resignation of Membership

The Membership does not expire and a written resignation via letter or e-mail must be submitted with a minimum of 30 days advanced notice from the membership's expiration date.

## Application Procedure

Each person who desires to become a member shall be a financially qualified person of good character over the age of eighteen (18) and must mail or deliver to the Club's office a fully completed and signed Membership Agreement, along with payment for the either the required Annual Membership Fee as applicable in full at time of join **or** in four equal installments paid consecutively during the first four months of membership. Annual Membership Fees are non-refundable and cannot be pro-rated.

## Review of Membership Agreement

All applicants desiring a membership must be approved by Management. After receiving the Membership Application Form and Term Sheet, Management will determine whether the applicant has satisfied the relevant conditions of membership. In the event the Membership Application is not approved, the applicant will receive a refund of any amount previously paid, without interest.

## Rights Governed by Membership Agreement

All members of the Club agree to be bound by the terms of the Membership Agreement, Terms and the Rules and Regulations of the Club, as amended from time to time at the sole discretion of the Company. By accepting membership in the Club, each member irrevocably agrees to fully substitute the membership privileges acquired pursuant to this Membership Agreement and Rules and Regulations for any present or prior rights in or to use of the Club Facilities.

## Membership Coordinator Available to Answer Questions

All inquiries regarding membership in the Club and referenced documents should be directed to the Club's Business Office at 1527 Tryon Road, Raleigh, NC 27603, Phone (919) 722-6946 or to McConnell Golf, LLC at 400 Donald Ross Drive, Raleigh, NC. 27610, Phone (919) 231 - 5501.

## Membership Dues and Fees

The annual membership fees for the Annual Associate Memberships are to be paid in full at time of application **or** in four equal installments paid consecutively during the first four months of membership. Annual Membership Fees are non-refundable and cannot be pro-rated.

## Schedule of Dues, Fees and Charges

### **Non-Refundable Annual Membership Fees**

Associate Junior Golf           \$ 1,600 payable in 4 equal consecutive monthly installments  
(Only for those under the age of thirty (30) years. Married couples, the age of the older spouse will be used to determine eligibility)

Associate Single Golf           \$ 2,000 payable in 4 equal consecutive monthly installments

Associate Family Golf           \$ 2,400 payable in 4 equal consecutive monthly installments

**10% cash incentive savings for those Membership Fees paid in full at time of join**

### **Other Fees & Charges**

**Cart Rental Fee**                   \$10.00/18-holes, \$5.00/9-holes

**Guest Green Fees**                As posted

**Family Guest Fee**                \$25.00 Weekday

\$30.00 Weekend per person/includes cart

**Handicap Fee**                    \$25.00 annually, optional

All incidental charges must be paid at point of sale.

## Membership Agreement & Application Form

I, the undersigned, hereby make application for a special access membership with RGA subject to all terms, conditions and restrictions relating to membership in the Club as outlined in the Membership Agreement, Terms and the Club's Rules and Regulations. It is understood that this application is subject to the approval of Management. I hereby attach a check for the amount in full for my annual access membership privileges or authorize McConnell Golf, LLC to charge my credit card as presented in the amount of the required Annual Membership Fee for the membership applied for at RGA, in accordance with the terms of the Membership Agreement Terms, Rules & Regulations and Application Form. I understand that any false information provided on application regarding acceptance into any membership classification could result in immediate revocation of membership and access privileges. By submission of my application, I acknowledge that I am eighteen years of age or older and hereby authorize the McConnell Golf, LLC to charge my credit card as presented for purchases at point of sale.

I understand that a current and valid credit card must be on file at the Club's office at all times. Membership shall not be denied on account of race, religion, gender or national origin.

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Applicant Full Name

Applicant Signature

Date

### Membership Information of Applicant

Mr.  Mrs.  Ms.  Miss  Dr.  M.D.  Other: \_\_\_\_\_

PLEASE PRINT NAME \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ HOME PHONE \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_

COMPANY NAME \_\_\_\_\_ TITLE \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_ FAX \_\_\_\_\_

McConnell Golf is committed to using the latest technology in order to enhance the membership experience and minimize our paper use, so it is very important that we have a correct primary e-mail address.

E-MAIL ADDRESS \_\_\_\_\_

## Spouse & Dependent Information

SPOUSE'S NAME\* \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

SPOUSE'S E-MAIL \_\_\_\_\_ ANNIVERSARY MO/DAY \_\_\_\_\_

DEPENDENT\* \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

DEPENDENT\* \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

DEPENDENT\* \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

DEPENDENT\* \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

*To be completed if Applicant applies for an Associate Family Membership. Dependents must be 21 or under to qualify for the privileges.*

## Membership Category Applying For

I am applying for membership in the following category

ASSOCIATE JUNIOR     ASSOCIATE SINGLE     ASSOCIATE FAMILY

ANNUAL FEE \$ \_\_\_\_\_ PAID IN FULL WITH APPLICATION ON \_\_\_\_\_

ANNUAL FEE \$ \_\_\_\_\_ TO BE CHARGED IN 4 EQUAL INSTALLMENTS ON

\_\_\_\_\_ DATE OF JOIN \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ ON THE 10<sup>TH</sup> OF FOLLOWING

3 CALENDAR MONTHS

## Indemnification and Acknowledgement of General Provision and Rights

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 and/or the Company, 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, with or without written permission, 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 McConnell Golf Leasing, LLC, dba RGA, Raleigh Golf Association, Inc., McConnell Golf LLC, their affiliates, and their respective owners, managers, directors, executives, general managers, officers, members, employees, representatives, heirs, agents and members of the Board of Raleigh Golf Association, Inc. and club 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, arising out of or incident to membership in the Club not caused by negligence on the part 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 party bound by the Membership Agreement, Terms and Rules and Regulations 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, 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.

All members of the Club agree to be bound by the terms of the Membership Agreement, Terms and the Rules and Regulations of the Club, as amended from time to time at the sole discretion of the Company. By accepting membership in the Club, each member irrevocably agrees to fully substitute the membership privileges acquired pursuant to this Membership Agreement and Rules and Regulations for any present or prior rights in or to use of the Club Facilities.

Membership in the Club does not provide a member with equity or ownership interest or any other property interest in the Club or the Company. A member only acquires or holds a revocable non-exclusive, limited right to use the Club Facilities in accordance with the terms and conditions of the Membership Agreement, Terms and Rules and Regulations, as the same may be amended from time to time, and the Membership Agreement entered into.

The Company reserves the right, in its sole discretion, to terminate or modify this Membership Agreement, its Terms and the Rules and Regulations, and other membership documents; and to reserve memberships in any manner whatsoever and to any person whatsoever, to add, issue, modify or terminate any type of category or class of membership and to make any and other changes in the terms and conditions of membership.

### Minimum Commitment

I hereby acknowledge that dues and access privileges are annual in nature and that I am committed to pay such access dues for a minimum of 12 months from the date listed below and that the membership does not expire unless 30 days advanced written notice is delivered to the club prior to each renewal date. Dues are not pro-rated and are non-refundable.

SIGNATURE OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_

# Credit Card Authorization Form

**A current credit card must be on file at all times.**

NAME OF CARDHOLDER \_\_\_\_\_ INTL. \_\_\_\_\_

CREDIT CARD NUMBER \_\_\_\_\_

Security Code \_\_\_\_\_ Zip Code \_\_\_\_\_

TYPE CARD \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_ TODAY'S DATE \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize McConnell Golf, LLC and its affiliate RGA to charge my credit card account for my annual membership dues and incidental charges as elected.

SIGNATURE OF CARDHOLDER \_\_\_\_\_ DATE \_\_\_\_\_

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## Office Use

APPLICATION REVIEWED AND ACCEPTED ON \_\_\_\_\_ BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_ QUALIFYING MEMBER\* \_\_\_ YES \_\_\_ NO

MEMBERSHIP NUMBER\* \_\_\_\_\_ ISSUED ON \_\_\_\_\_ BY \_\_\_\_\_

COMMENTS \_\_\_\_\_



# Membership Classes and Privileges

## Classes of Membership

The Club is currently offering access memberships for following categories; Associate Junior Golf, Associate Single and Associate Family Golf Membership. In addition, the Club may offer different categories as it sees fit from time to time. Members are not entitled to vote on any matter. Members have no equity interest or other interest in the Club, except for the access to the Club Facilities as set forth and as limited by this Membership Agreement.

## Associate Memberships

This annual membership allows authorization to play at Raleigh Golf Association golf course at any time between opening and closing times on Monday-Friday and on Saturdays, Sundays and holidays. This privilege allows for unlimited green fees only. Golf cart fees are additional costs to be paid at the time rented. This privilege DOES NOT include the absolute privilege to play the restricted Stockholders nine-hole course. This annual Associate Membership is issued for twelve months and automatically renews on its anniversary date for the then Membership Fee in place.

- 12-Month Membership Fee required.
- Any incidental charges must be paid by credit card at point of sale – Member does not have charging privileges.
- Member will receive unlimited access to Raleigh Golf Association for cart fees only.
- Junior Associate Membership available only to those under the age of thirty (30) years. For married couples, the age of the older spouse will be used to determine eligibility.

## Rules and Regulations

To enhance the recreational and social pleasure of members and their guests, the Club reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Club Facilities. The Company reserves the right to establish and modify Membership Categories, Privileges, tee time reservation privileges and any policies in its discretion.

### Attire

**Golf Attire** – proper golf attire is required for all players. Proper attire shall mean the following:

1. Men: Shirts with collar and sleeves and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, blue jeans, swimwear, short shorts, cut-offs, gym-shorts or other athletic shorts are not permitted.
2. Ladies: Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, blue jeans, swim wear, tennis dresses, short-shorts or other athletic wear is not permitted
3. Golf Shoes: Appropriate golf shoes are required for all golfers. Shoes with metal spikes are prohibited. Golfers must wear shoes with soft spikes. Football, soccer or other knobby spike shoes are not allowed. Tennis shoes or other soft sole shoes are subject to the approval of the golf professional on duty. Changing shoes in the parking lot is discouraged with preference being in the clubhouse.
4. This dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the golf professional on duty.
5. Appropriate attire must be worn in a tasteful manner on Club premises at all times.

### Family Use

Each membership must be in the name of one individual. A member's immediate family will be entitled to use the Club Facilities in accordance with the membership applied for and with these Rules and Regulations, as amended from time to time. Members, their spouses and their unmarried children, **under the age of 21**, who are living at home, attending school on a full-time basis or serving in the military, shall have access to all Club Facilities.

### General Golf Rules

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 with any of the rules herein.

2. "Cutting-in" is not permitted at any time. All players must register with the golf shop prior to teeing-off.
6. Practice is not allowed on the golf course. Mulligans are discouraged to assist with pace of play.
7. Speed of play. It is the goal of all players to complete their round of golf in less than four hours. 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 keep observant of its position on the course and keep pace. The designated course marshal has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to pick up their ball and skip any open hole(s) to get back in position on the golf course.
8. All players who stop after playing nine holes for any reasons 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 golf shop and/or starter to resume play. Any player stopping after nine holes and stays in the clubhouse for an extended period of time to eat or take a break should be considerate and allow golfers behind them to play through.
9. All tournament play must be approved by appropriate Club personnel in advance.
10. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.
11. Repair all divots, using the sand provided on the golf carts.
12. Repair all ball marks on the green.
13. Searching for balls other than those played by members of the group is not allowed on the course at any time.
14. Each player must have his or her own set of golf clubs. Sets of rental clubs are available in the golf shop.
15. Legal notices of regulating the movement of golf carts must be strictly observed.
16. Proper golf attire is required for all players at all times.
17. If lightning is in the area, all play shall cease. Although the golf shop staff may warn players about lightning in the area, of which it is aware, the Club does not assume any duty to detect lightning and warn them. If Club personnel warn players about potential lightning in the area either via an acoustical device or in any other form, players must stop play immediately.

18. Jogging, bicycling, fishing, sledding or recreational walking is not permitted on the golf course at any time.
19. No beverage coolers are permitted on the course unless provided by the Club. Outside coolers and beverages are prohibited.
20. Discontinued Play policy: less than five holes played – full 18 hole rain check; less than 13 holes played – nine hole rain check.
21. Twosomes may play at the discretion of the golf shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.
22. Twosomes and singles shall be grouped with other players, if available, at the discretion of the golf shop.
23. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the golf shop. Singles should not expect to play thorough other groups and should not exert any pressure on groups ahead.
24. Groups of five or more players shall only be permitted on the golf course with permission of the golf shop.
25. The golf shop staff is directed to carry out these Rules and Regulations affecting the conduct of play and report violations to the Company in writing.

## Hours of Play

The hours of play and golf shop hours shall be posted in the golf shop. The golf course superintendent will determine when the golf course is fit for play.

## Golf Starting Times

1. The staff shall assign the starting time depending on availability. All play must start from No. 1 (one) tee unless permission is granted from the Pro Shop.
2. Starting times may be made in person, through the online tee time system or by phone.
3. Tee times for weekday/weekend play can be arranged fourteen (14) days in advance.
4. Members should notify the golf shop of any cancellation as soon as possible.
5. All members will have equal access to weekday and weekend tee times.
6. The Club may designate times when the member and spouse may play golf with guests and/or children and may designate times when the primary golfer may play only with other members and spouses. Children who are immediate family members of an Associate Family membership will have the same golf privileges as the member and spouse during all times except primary playing times.

7. The Men's Golf Association and the Ladies Golf Association or other club recognized organized groups may, upon approval by the Club, reserve special tee times on certain days during the week.

## Registration

All members and guests must register in the pro shop before beginning play. Members must present their membership card upon registration as requested by Club personnel. This will help in contacting them in the event of an emergency. 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 appropriate Club personnel.

## Practice Areas

1. The chipping and putting greens are open during normal operating hours as posted in the pro shop. These areas may be closed for general maintenance at the Club's discretion. These areas may also be closed for instructional clinics as scheduled by the pro shop.
2. Golf carts are not permitted on any tee area.
3. Proper golf attire is required at all times.
4. Lessons by unauthorized professionals are prohibited.

## General Golf Cart & Pull Cart Rules

1. The use of golf carts is not mandatory unless otherwise defined within these Rules and Regulations or posted.
2. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the pro shop.
3. Golf carts may only be used on the golf course when the course is open for play and as instructed by the golf course superintendent.
4. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.
5. Only two persons and two sets of golf clubs are permitted per golf cart. Walkers are not allowed to ride in between holes.
6. Privately owned golf carts are not permitted.
7. Pull carts are permitted as defined with these Rules and Regulations.

8. Always use golf cart paths where provided and in accordance with the daily access rule as provided by the golf course superintendent.
9. When riding carts are allowed on the fairways, carts should enter fairway where the fairway begins and exits approximately 30 yards in front of the green. Be careful to avoid soft areas on fairways, especially after rains.
10. Never drive a golf cart through a hazard.
11. Riding or pull carts should be parked on cart path between the green being played and the next tee to promote faster play. No pull carts are allowed within 30 feet of any green.
12. Violations of golf cart rules may result in suspension or loss of playing privileges.
13. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the member's, his or her family members' or guests' use and operation of the golf cart.
14. 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 the member, a family member or a guest of the member shall be charged to the member. Each member and guest of the Club 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, his or her family members or guests or guests of the Club, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reasons of misuse.

## Handicaps

1. Handicaps are computed under the supervision of the golf shop in accordance with the USGA Handicap System.
2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the golf shop.
3. 9 or 18-hole score cards, complete with name, score and account number, will be turned in at the golf shop upon completion of each round, and each player will, at that time, post his/her own score.
4. The golf shop personnel shall determine if there are violations by members in turning in their scores and report said matter to the appropriate handicap committee.
5. Any member failing to turn in a score shall result in a score being posted determined by the handicap committee.

6. Depending on the severity of the violation of the handicap policy, and individual's handicap may be adjusted by the handicap committee for tournament play.
7. Golfers who enter false scores will receive a notice from the handicap committee upon detection of the first occurrence, and will be suspended from all Club tournaments within the golfing membership year upon detection of a second occurrence.
8. All tournaments for club members shall be under the jurisdiction of the professional staff and participation is open to all members within the Golfing Class. All members are asked to sign up in accordance with the sign-up rules of the event prior to the posted deadline of the tournament. There are no refunds or credits of entry fees paid for cancellations after the provided tournament deadline or as provided in the sign-up rules.
9. The golf course will be re-opened for open play after tournament play except when otherwise restricted by the Club.

## Golf Course Etiquette

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Here are some suggestions:

1. Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.
2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
3. When approaching a green, park your golf cart or pull cart on the cart path on the best direct line to the next tee, in order to save significant time. Never leave the golf cart in front of the green where you will have to go back and get it while following players wait for you to move on.
4. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in your group are playing from the next tee.
5. If you are not holding your place on the course, allow the players behind to play through. Do the same if you stop to search for a lost ball.
6. Slow play and breaches of golf etiquette will be reported to the pro shop. Appropriate action will be taken by the appropriate pro shop personnel.
7. Rake all footprints from the bunkers.
8. Fill all divots on par 3 tees.

9. Observe and follow all direction signs on the course.
10. In landscaped areas, a free drop is accorded not closer to the hole.

### Limit on Number of Memberships

The Company may, in its sole discretion, limit the number of memberships available in any category of membership as the Company determines appropriate from time to time.