



## 2021 Policies & Rules

### Members and Member Guests

#### Length & Terms of Membership

- Summer Season is an outdoor golf membership valid April 1<sup>st</sup> through October 31<sup>st</sup>.
- Winter Season is an indoor all-sport simulator and putting green membership valid November 1<sup>st</sup> through March 31<sup>st</sup>.
- Year-Round is an indoor all-sport simulator and putting green membership valid January 1<sup>st</sup> through December 31<sup>st</sup>.
- Members do not receive an equity stake in the facility or any other privileges not identified in this member contract.
- Sugarbush Golf Club membership is non-transferable. A valid membership is conditioned upon completion and acceptance of this membership contract and receipt of all applicable fees.
- Privileges shall cease and terminate upon the death of the member.
- All memberships include the following:
  - Access to U.S.G.A. Handicapping
  - 1 Free league play
    - 1 Summer AND 1 Winter league participation included if Summer Season purchased with Winter or Year-Round options
    - Age 18+ for league participation
    - No cost reduction for league opt-out
  - 10% Food and merchandise discount
- Member Guest Guidelines
  - Up to three guests per tee time
  - Member Guest Rates
    - Weekday: \$20.00 per guest
    - Weekend: \$25.00 per guest
  - Guests cannot play at guest rate without the member present
- Corporate Memberships
  - Four Primary membership holders assigned to the Corporate Membership
  - Each Primary is allowed three complementary guests per visit

#### Golf Course Rules of Use

- Members must identify themselves prior to making a reservation. All members Must check in with the Sugarbush Pro Shop staff before using the facility or services. Members are allowed to make tee reservations up to 14 days in advance.

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- Members are prohibited from **“SHARING”** driving range E-Pass with other parties. The use of the range and cost of the E-Pass included in the membership is restricted to only the parties denoted in the membership agreement.
- A receipt for golf, cart, range and any other service is required and must be available upon request.
- Cart usage: Single cart usage is only allowed when playing alone or as the third player in a group of three. Consolidation of carts will be required upon the request of any Sugarbush Golf Club Staff or be subject to a \$10.00 additional cart charge.
- **NO OUTSIDE FOOD OR BEVERAGES** are allowed on the Sugarbush Golf Club premises. **NO EXCEPTIONS.**
- Members are not permitted to take a cart on the property and look for and or hunt golf balls. All players found not using the property for its intended purpose will be asked to head to the tee box and begin play or asked to take the cart back to the staging area. Any further incidents will be looked at as breach of these policies and rules and could result in a termination or suspension of the membership.
- A membership is not valid for any outing, event or tournament unless otherwise specified. Management reserves the right to sell, advertise and market Sugarbush Golf Club in any manner. Management also reserves the right to schedule golf events, special outings and tournaments. During events and tournaments, members may not be able to use Sugarbush Golf Clubs’ facilities.
- Sugarbush Golf Club may be closed at any time due to weather or other scheduled events. The opening and closing dates for the golf course is up to the sole discretion of Management.
- Minors under the age of 18 are welcomed on the golf course and in the clubhouse when accompanied by an adult.
- All players must be 18 years or older with a valid driver’s license to operate golf carts.

### **Simulator Rules of Use**

- Golf balls provided by Sugarbush are the only balls allowed for use with the simulators.
- Golf clubs must be cleaned of all dirt or debris prior to simulator use.
  - Any dirt or debris collected on golf balls or clubs can damage the simulator screen and adversely affect the performance of the technology.
- No more than 4 people using one simulator at a time.
- Simulators will be scheduled with a maximum use of 2 hours per day.
- Spike golf shoes not allowed during simulator use.

### **Member Conduct and Behavior**

- The following are not allowed and will not be tolerated on Sugarbush Golf Club premises:
  1. Use of abusive or offensive language to other members, patrons, guest or Sugarbush Golf Club staff.
  2. Lewd or illegal behavior.
  3. Use of discounted guest rates without the member present.
- The member and/or member guest will be held responsible for any and all damages incurred on Sugarbush Golf Club property.

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- Each member agrees to abide by all policies and rules established by the Management relating to the conduct of members and the member guests of Sugarbush Golf Club. Policies may include without limitation, rules regarding proper conduct, dress code and golf etiquette.
- Sugarbush Golf Club requires that all members and guest wear collared shirts to be worn at all times. Metal spikes, work boots and any other footwear deemed unacceptable golf attire are prohibited. Cut-offs, t-shirts, tank tops, tube tops and bathing suits are prohibited.
- Members and / or guests are not allowed to use Sugarbush Golf Club property without proper authorization.

### **Termination or Suspension of Memberships**

- All Sugarbush Golf Club memberships may be revoked, suspended or removed without refund for any of the following reasons: (**NOTE:** Certain privileges may be revoked without revoking all privileges).
  - 1. Physical or verbal abuse of other members, guests, patrons or Sugarbush Golf Club staff.**
  2. Drinking in excess on Sugarbush Golf Club property.
  3. Willful destruction of club, staff or customer property.
  4. Commission of a felony, misdemeanor theft or other activity on Sugarbush Golf Club property.
  5. Violation of Sugarbush Golf Club policies and rules.
  - 6. Any conduct that detracts from managements rights to manage Sugarbush Golf Club and preserve its integrity.**
- Any member who violates the policies and rules contained in this contract shall be subject to suspension and / or immediate revocation of their membership without refund or fees. Members found to be in violation of the policies and rules may be denied all club privileges. The denial of privileges may apply to one or more family members at managements sole and absolute discretion.

### **Conversion / Upgrade Policy**

- Members have a 30-day period to convert the membership contract and upgrade the membership classification. All previous payments will be applied towards the converted or upgraded memberships.

### **Change of Address**

- All members must notify Sugarbush Golf Club staff of any changes to their address or name change.

### **Media Release**

- From time to time, Sugarbush Golf Club may publish photographs on its website or marketing materials. You hereby give Sugarbush Golf Club, its successors and assigns the right and permission to publish or post, for art, advertising trade or any lawful purpose whatsoever, your name, photograph and / or likeness. You release, discharge and agree to save Sugarbush Golf Club, its successors, officers, directors, employees and agents from liability in connection with the publication of any photograph or information pertaining to members. The member

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waives any right to inspect and / or approve the finished product and printed matter that may be used in connection therewith or use to which it may be applied.

**Miscellaneous**

- The policies set forth in this contract replace all prior rules and regulations and all other membership agreements implemented in the past. Prior agreements are no longer valid and are not binding to the management.
- Management reserves the right to refuse the sale of a membership to any person or party.

**Limited Liability**

- In no event shall Sugarbush Golf Club, its officers, employees or agents be liable for loss of any kind of for indirect, special or consequential damages of any kind, even if Sugarbush Golf Club has been advised of the possibility of such damages arising from any defect or error. Member shall indemnify Sugarbush Golf Club, its officers, employees and agents and protect and held Sugarbush Golf Club, its officers, employees and agents harmless from and against any and all claims, liabilities, losses, cost, damages, expense, including consultants and attorney fees court costs, demands, causes of action or judgement directly or indirectly arising out of or related to membership or members use of member privileges.

**By signing below, I understand and accept the terms and conditions of the  
Sugarbush Golf Club Policies and Rules.**

NAME (PLEASE PRINT): \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SUGARBUSH STAFF (PLEASE PRINT): \_\_\_\_\_ DATE: \_\_\_\_\_

SUGARBUSH STAFF SIGNATURE: \_\_\_\_\_

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