



OLD TRAIL GOLF CLUB Rules & Regulations

The Rules and Regulations (the “Rules”) are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules from time to time.

GOLF DRESS CODE & PLAY ETIQUETTE

1. Proper golf attire is required at all times when on course.
2. Collared shirts are required (Women may wear collarless shirts as long as the shirt is intended for golf use), Denim is Strictly prohibited. Those not adhering to the dress code policy will not be allowed to play.
3. The suggested pace of play for our golf course is 4 hours & 15 minutes. Members should keep up with the group in front of them, and may be asked to pick up the pace or skip a hole if they should fall behind.
4. In order to preserve course conditions for our fellow members, guests, and other persons playing the course, members should repair all ball marks on the greens, as well as rake all bunkers, and leave the rake in the bunker. Strive to leave the course in better condition than what you found it.

TEE TIME RESERVATION

1. Tee times may be arranged by calling the Golf Shop at 434-823-8101, or online at www.oldtrailgolf.com.
2. Members will be given precedence over tee times with a 14-day advance booking period. Daily Fee play will be given a 7-day advance booking period. Large groups of 24 or more players will be given a 1-year advance booking period. Please call for more information. We encourage making a tee time to ensure that each member and guest receive their preferred starting time.

GOLF CART AND BEVERAGE POLICIES

1. Each operator of a golf cart must be at least 16 years of age with a valid driver’s license. There is a maximum of two riders per golf cart.
2. The golf cart paths are intended for golf cart use only. When driving a golf cart please follow all directional signs. Walking, bike riding or the use of motor vehicles are prohibited.
3. Daily cart path rules for the use of golf carts (90 degrees from the cart path or cart path only) will be determined by the superintendent and posted on the website and in the golf shop prior to the start of tee times. All carts regardless of 90 degrees or cart path only must remain on the cart path on all Par 3’s. Please observe all cart signs and roped areas.
4. Per Virginia ABC laws, ALL alcoholic beverages must be purchased through the golf course. This policy will be enforced and failing to abide by the policy may result in asking you to leave.

CHECK-IN & CANCELLATION POLICIES

1. All members are required to present the Membership Card and valid ID at time of check in. Old Trail Golf is not responsible for lost or stolen cards; a \$5.00 replacement fee will be assessed for a new card.
2. Driving Range & Practice Facility: All players (regardless of member or guest) must check into the golf shop before proceeding to the driving range or practice facility. Driving range and practice facility hours are posted with the facility’s hours of operation.

3. No-show and non-cancellation of a reservation within the 24-hour cancellation period is subject to a \$25 charge to the credit card number on file. Should there not be an active credit card on file; the membership will be suspended until the fees are paid in full.

WALKING & RAIN CHECK POLICIES

1. Walking is permitted for members anytime Monday – Thursday and after 11am Friday – Sunday during the Summer Season period. Daily Fee players may walk after 2pm during the Summer Season period. Walking is permitted for everyone, anytime Monday – Sunday during the Spring and Winter Seasons.
2. Rainchecks will be issued to Flex Golf Members in the case of weather-related instances on the golf course. 18-hole rain checks will be issued if less than 6 holes have been played. If more than 6 holes in an 18-hole round have been played, it will be deemed that 9 holes have been played, and a 9-hole raincheck will be issued. If 13 or more holes have been played, no raincheck will be issued as it is deemed that the member has played 18 holes. When playing only 9 holes, less than 6 holes must have been played in order to receive a 9-hole raincheck. No cash will be issued for greens or cart fees.

HANDICAP FLAGS

1. Handicap flags will only be issued once the member / guest has presented documentation of his/her ailment from a doctor. The professional staff will have full discretion on the decision to allow an individual to use a handicap flag regardless of whether a doctor's note has been presented.
2. Handicap flags are for the sole use of helping an individual whose physical ailments inhibit them to from being able to walk normally required distances while playing golf. In order to take these exceptions into consideration as well as ensure we keep the best conditions possible for all players, we ask that carts may not be driven within 30 feet of greens or approaches.
3. Additionally, carts must stay on the path when parked at tee boxes and on all Par 3's.
4. Handicapped cart privileges are extended only to players who are physically challenged and not to the additional rider.

GENERAL CLUB RULES

1. Members are afforded a non-exclusive revocable license to use the facilities with benefits in accordance with their classification of membership. Members are not entitled to any equity or assets of the Club, ownership rights, voting rights, or any other form of ownership or control of the Club or its owners.
2. Members, their families and their guests shall abide by all Rules of the Club as they may be amended from time to time.
3. The Club Facilities shall be open on the day and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs. Use of the Club Facilities may be restricted or reserved from time to time by the Club.
4. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed or landscaped areas, unless permitted by Club Management during designated events. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.
5. Smoking is not permitted indoors at the Club or on outside terraces while people are dining outside. Designated smoking areas are available. Please consult staff members.
6. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
7. The personnel of the Club will have full authority to enforce these Rules and any infractions will be reported to the Management of the Club.
8. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap, or marital status.

IMMEDIATE FAMILY MEMBERS & PARENTAL/GUARDIAN RESPONSIBILITY

1. If electing for a family membership, the spouse, as well as any unmarried children under the age of 21 and either living in the primary member's household, attending school on a full-time basis, or enlisted in the military will have membership privileges at the Club Facilities.
2. Members are responsible for the conduct and safety of their children when utilizing the Club Facilities. Unless with express permission by Club Management, or when participating in a supervised Club sponsored event, children under fourteen (14) years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.

LOSS/DESTRUCTION OF PERSONAL/CLUB PROPERTY, OR INSTANCES OF PERSONAL INJURY

1. The Club shall not be responsible for any loss of or damage to any personal property used or stored on the Club Facilities. Any such personal property which may have been left in or on the facilities for six months or more without payment or notice may be offered for public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.
2. Any property or furniture belonging to the Club shall not be removed from the room in which it is placed, or from the Club's premises, without proper written authorization. Each Member of the Club shall be liable for any property damage and/or personal injury at the Club caused by the Member, any guest or any family member.
3. 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 but not limited to 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 Old Trail Golf Club, LLC, its affiliates, and their respective shareholders, partners, directors, officers, Members, employees, representatives, agents and the members of the Club's or committees (collectively the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by the individual, resulting there from and/or from any act of omission of any of the Indemnified Parties. Any Member shall have, owe, and perform the same obligation to the Club and its Directors, officers, employees, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of the Member.
4. Should any party bound by these Rules 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 attorney's fees and expenses through all appellate proceedings.

PHOTOGRAPHY RELEASE AND UNDERSTANDING

1. All members, their families, and guests consent and authorize Old Trail Golf Club (and their respective owners, directors, partners, officers, operators, employees and other agents) to copyright, use and publish any images in any format taken while utilizing club facilities or attending club events. Members understand these images may be used for a variety of purposes and may appear on the Club website, newsletter, for promotional materials or any other media now known or to be developed. Members also understand that Old Trail Golf Club or any entity authorized by Old Trail Golf Club will use the images exclusively for Club-related purposes and not for any other commercial gain. Because anyone can download an image from the Internet or make copies from printed materials, Members also agree that Old Trail Golf Club is not responsible for unauthorized use of the images, and are aware that they are not entitled to any compensation and that the images may appear with/without their name.

DISCIPLINE

1. 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 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, but is not limited to:

- a. Failing to pay any amount owed to the Club in a proper and timely manner
 - b. Exhibiting unsatisfactory behavior, conduct or appearance
 - c. Treating the personnel/employees of the Club in an unreasonable, inappropriate, or abusive manner
 - d. Failing to abide by the Rules as set forth herein and as established by the Club from time to time for use of the facilities of the Club
 - e. Acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the Club
 - f. Failing to refrain from any other conduct determined from time to time by the Club as grounds for suspension or termination of membership.
 - g. Intentionally destroying, damaging or removing Club property
2. Any Member deemed guilty of improper conduct shall be notified of the Club and be given an opportunity to meet with Management Team to discuss the offense and discipline. Notwithstanding the foregoing, the Management Team may, without notice and without a meeting, immediately suspend some or all privileges associated with a membership, if in the sole discretion of Management, the Member's continued presence at the Club presents a safety or liability risk.

LEGAL SEPARATION OR DIVORCE OF MARRIED MEMBERS

1. If married Members with a family membership are legally separated or divorced, the membership may be converted to two individual memberships, or downgraded to one individual membership by giving written notice, signed by both parties of the requested change.

DELINQUENT ACCOUNT

1. Membership privileges and dues obligations begin from the date of agreement. Monthly dues will be charged on the first day of each month and the dues will be for the month in which the charge occurs.
2. All offerings, prices and dues are subject to change without prior notice.
3. All members are obligated to keep a valid approved credit card on file with the Club at all times for monthly dues and are responsible for any amounts that are not paid by the credit card company. If at any time the member's dues and/or other charges are 60 days past due, the membership privileges will be suspended until the account is paid in full.
4. If the member's account is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a cardholder's playing privileges. If the Club commences any legal action to collect any amount owed by the member or to enforce any other liability of the member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

RESIGNATION OF A MEMBERSHIP

1. Unless otherwise provided in a Member's agreements with the Club, a Member may resign membership in the Club by delivering written notice of resignation and paying the Member's Account current
2. A membership shall be deemed to have been resigned at the end of the month following receipt of written notice of the Member's resignation, or by the termination date indicated in the resignation notice.
3. Notwithstanding any resignation, the Member & his/her spouse shall remain liable for any amounts unpaid.
4. A Resigned Member will not be eligible for acceptance into active membership within a 12-month period following resignation. A Resigned Member may resubmit application for membership on the 365th day following the date of termination of their membership agreement.