



*Banyan Creek  
Golf Club*

**2023 - 2024  
GOLF MEMBERSHIP  
RULES AND REGULATIONS**

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These Rules and Regulations are intended to be a guide for the use of The Club Facilities. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by Banyan Creek Golf Club (which in this document will be referred to as “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 experience. Capitalized terms not otherwise defined in these Rules and Regulations are defined in the Banyan Creek Membership Agreement.

## **GENERAL CLUB RULES**

1. Members and their guests shall abide by all rules and regulations of The Club. The Club reserves the right to amend or modify these Rules and Regulations, when necessary, without notice.

2. Members shall not use the roster list of The Club Members for solicitation or commercial purposes. It is designed for the personal use of the Members only.

3. The Club employees are under the supervision of Club Management and no Member or guest shall reprimand or discipline any employee of The Club for any reason. Members and their guests shall not abuse or harass any Club employees, verbally or physically or in any other manner. Any employee not rendering courteous and prompt service should be reported to The Club Management immediately.

4. The Club privileges are subject to the prompt payment of fees. A legible signature will be required on all checks. Members may not rely on other Family Members, guests or The Club employees to sign for them. Members can charge their member account for golf fees, merchandise or services.

5. The Club shall be open on the days and hours established by The Club Management and posted for general notice. The Club reserves the absolute and unlimited right to close the Clubhouse, Golf Course or Practice Facilities to facilitate promotional events, tournaments, maintenance, repairs, and other events.

6. No Member or guest shall take any article belonging to The Club from The Club Property. Members are liable for property damage of any kind by themselves or their guests. Members are responsible for the behavior and actions of their guests at all times.

7. Saving seats at the bar will not be allowed.

8. Proper language should be used in the clubhouse. Excessive loudness, screaming, and yelling, will not be allowed. Profanity will not be allowed.

9. Members are not allowed in restricted areas of the clubhouse, i.e. offices, kitchen, behind the bar, or behind the ProShop counter.

10. Any encounters on the golf course with any members or guests should only be addressed to the Pro Shop. Violation of this will be deemed improper conduct.

11. Alcoholic beverages shall not be served or sold, nor permitted to be consumed on The Club Property in any manner prohibited by law. Alcoholic beverages shall not be sold or served to any person not permitted to purchase under the laws of the State of Florida, or for off-premise consumption. All alcoholic beverages consumed or otherwise possessed on The Club Property must be purchased at The Club, with the exception of alcoholic beverages donated for charity events. The Club reserves the right, in its sole discretion, to refuse service to a Member or guest when that Member or guest appears to be intoxicated. Minors are not permitted in the bar or cocktail lounges unless accompanied by an adult.

12. All food and beverages consumed on The Club Property must be furnished by The Club.

13. Proper dress shall consist of "Country Club Casual" attire during the day and occasionally more formal dress during the evening hours, as determined by The Club Management, when applicable. The dress code for special events will be announced by The Club in advance of the function. Bare feet are not allowed in clubhouse or on patio area.

14. Frequent tee time reservation cancellations, as determined by The Club, by a member will result in loss of reservation privileges.

15. Dogs and other pets (leashed or unleashed) are not permitted on The Club property at any time.

16. Power bikes, minibikes, skateboards, scooters, or any type of bicycle are not permitted on The Club Property.

17. Members are not allowed to park in The Club areas designated "No Parking" or "Emergency Traffic Only." Violators are subject to fines and or towing. If towed it will be the responsibility of the owner of the cart to pay for all towing fees and The Club will not be responsible for any damages to the cart or items in the cart.

18. Only Members who have provided valid Certificate of Insurance are allowed to use their personal/private golf carts on The Club Property. The Club Property includes but is not limited to the parking areas. Use of private golf carts as transportation to clubhouse must use streets to access The Club. Driving carts on the course to use clubhouse facilities will not be permitted.

19. Smoking and Vaping is permitted in designated areas only.

20. Firearms and other weapons of any kind are not permitted on The Club Property at any time.

21. Club Management shall have the authority to suppress disorderly conduct; games or other activities which they consider are not in the best interests of The Club.

22. Commercial advertisements, posters, petitions, promotional materials or solicitations shall not be posted or circulated on The Club Property without the prior written approval of The Club Management.

23. **Member's children that are under the age of twenty-three (23) that live in the same household shall have the same privileges under the Family Membership and applied to the householder's name only. This does not apply to Single Memberships.**

24. Please be courteous to our patrons. The use of cellular telephones and other communication devices are permitted inside the Banyan Creek Locker Room and the Golf Pro Shop only. Cellular telephones and other communication devices are not allowed to be used in the restaurant or bar area. If you receive a call, please put the person on hold until you reach one

of the other designated areas. While emergency use of cellular phones may be necessary, calls may not be initiated or continued in the restaurant or bar area. As a courtesy to others, please be respectful of using your phone in the Locker Room and the Golf Pro Shop.

25. No fireworks are permitted anywhere on The Club Property or adjacent areas unless part of a fireworks exhibit is organized and conducted by The Club.

26. Violation of any of these Rules and Regulations or conduct in a manner prejudicial to the best interests of The Club shall subject the person(s) involved in the violation to disciplinary action.

## **MEMBERSHIP DUES AND CHARGES**

1. The Club must be provided with either one valid credit card or banking information (ACH) to which the Member authorizes The Club to keep on file for Member's purchases, guest fees, etc. Any Credit card usage in the club will be subject to a 3% fee. Members will receive an invoice once a month for the open balance. On the 15<sup>th</sup> of each month, Member's credit card on file will be applied to the invoice. It is the Member's responsibility to update all credit card information and substitute a valid credit card when the credit card on file expires.

1. The payment of dues may be in the form of a check. Fees for a returned check or invalid check will be assessed to the Member. Dues can be paid by credit card for a 3.0% service fee.

2. In the event that amounts owed are not paid by the credit card company provided by the Member, the account shall be considered delinquent if not paid within 30 days after the date of the monthly statement. Past due bills may be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. Any such late payment charge shall accrue 30 days from the date of the monthly statement or notice to the Member until the account is paid in full. Past due bills may be charged a reinstatement fee at the discretion of The Club to reactivate the account once it is deemed delinquent.

3. If a Member is delinquent The Club may, at its discretion, take whatever action it deems necessary to effect collection including without limitation; suspension or termination of a Membership (subject to the "Discipline" section below), legal action, imposition of a lien (if permitted under the applicable Declaration) on the Member's property in the Community if the Member is subject to the Mandatory Membership Requirement. If The Club commences any legal action to collect any amount owed by any Member or to enforce any other liability of any Member to The Club, the Member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees. This includes any fees required in connection with appellate proceedings. The Club may suspend or terminate a Membership, as appropriate for non-payment of dues, fees or charges in accordance with the "Discipline" section of these Rules and Regulations.

4. Any Member who wishes to dispute a charge on any statement must notify the Accounting Department in writing within fifteen (15) days of the date of the statement. Any charges not disputed within this 15-day period shall no longer be subject to dispute by the

Member. The existence of a disputed charge shall not be grounds for non-payment of the undisputed amount.

## **MAILING ADDRESSES**

1. Improper address or email address will prevent mail or messages from being delivered or received. It is the Member's responsibility to notify and update The Club any change of address, or any other form of communication link to The Club. Primary home address, secondary home address, Email Account, and Phone Numbers. The Club shall deem each Member to receive emails from The Club unless notified properly.

## **MEMBERSHIP CORRESPONDENCE**

Questions, suggestions, or complaints that directly affect the service or operation of The Club must be in writing and sent to Club Management. Improper charges, questions or errors on Member's statements must be directed to the attention of the Accounting Department only.

## **CLUB SERVICES AND ACTIVITIES**

The Club Facilities shall be open on the days and hours established by Club Management and posted for general notice. The Club reserves the right to close the Clubhouse, to hold promotional events, banquets, any other type of party or function, scheduled maintenance, repairs, and other events. The amount of times The Club may close for any of these events is unlimited.

## **RESIGNATION OF MEMBERSHIP**

1. A Member who is eligible to resign his or her Membership may resign their Membership at The Club by delivering written notice of resignation to The Club. Member charging and membership privileges shall cease upon receipt of such notice.

2. In the event of resignation, all prepaid dues and payment plans, subscriptions and services are Non-Refundable. The Club will not refund or pro-rate any portion of the paid dues and fees or release any payment plan obligation.

3. Notwithstanding any resignation, the Member and his or her spouse shall remain liable for any amounts unpaid on the Member's Club Account.

## **CONDUCT**

1. Members are responsible for their own conduct and for the conduct and charges incurred by their Family Members and Guests. Any Member whose conduct or whose family's or guest's conduct is deemed by The Club likely to endanger the welfare, safety, harmony or good reputation of The Club or its Members or is otherwise improper, may be reprimanded, fined, 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 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 The Club personnel or employees, (vii) engaging in conduct which in the opinion of The Club endangers the welfare interest or character of The Club, the Company, any operator of The Club Facilities or any of their affiliates, or (viii) 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.

2. Any Member accused of improper conduct shall be notified with a verbal warning. The second warning will be a letter to the Member. The third warning will be disciplinary action.

3. 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 terminate The Membership, suspend or restrict The Member's Membership privileges, or restrict the privileges of The Member's family or guest whose conduct was improper. No Member is entitled, on account of any restriction or suspension, to any refund of any 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.

## **GRATUITIES**

1. For the convenience of all Members, a 20% gratuity will be added to all food and beverage sales. A Member may increase the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the Member deems appropriate.

2. Gratuities for the outside golf staff are encouraged.

## **CHILDREN**

1. Unless permitted by The Club, children under 16 years of age are not allowed at The Club Golf Course, Practice Facility or Clubhouse unless accompanied and supervised by an adult.

2. Members are responsible at all times for the conduct of their children when using The Club.

3. Children must wear proper golf attire at all times as described in the rules for adult golfers.

4. Children of Members may not under any circumstances operate golf carts, privately owned or otherwise, unless they are sixteen (16) years of age and have a valid driver's license on file with The Club.

5. Children of Individual Membership Members are subject to fees, or any other miscellaneous charges, as determined by Club Management, whether accompanied or unaccompanied by an adult, as described by the Club Guest Policy.

## ATTIRE

Dress code policies apply to all adults, children, and guests. Members are responsible for the attire of their children and guests. Members are responsible for informing their guests of the dress code requirements prior to their arrival at The Club. Dress codes will be specified for all Club Functions, which may include deviations from these policies. If there is ever a doubt concerning attire for a specific event, please contact The Club to verify.

Hats are only allowed to be worn while checking in the pro shop and locker rooms; otherwise, hats are NOT permitted to be worn indoors at any time. All hats worn on The Club premises must be worn bill forward. **Golf shoes must be cleaned prior to entering Clubhouse.**

The Club Management reserves the right to declare any article of clothing inappropriate for The Club, at any time, and without notice. Individuals not in compliance with The Club's dress code may be asked to leave the premises and may return only when authorized. This shall be done at the discretion of Club Management and their staff.

Proper attire shall mean the following:

**Men:** Golf shirts with sleeves and slacks or Bermuda shorts of mid length are considered appropriate attire. All Gentlemen must wear their Golf shirts tucked in. Articles of clothing considered inappropriate are tank tops, tee shirts, mesh shirts, sweatpants, warm-up suits, denim jeans, swim wear, short shorts, cargo shorts or cargo pants, cut-offs, gym shorts, tennis outfits or other athletic shorts.

**Women:** Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat/yoga pants, warm-up suits, swim wear, short shorts, or other athletic shorts are not permitted.

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 pro shop before starting play.

## GENERAL GOLF RULES

1. The Rules of Golf adopted by the USGA shall govern all play along with the posted Local Rules. Proper golf etiquette must be shown at all times.
2. All play shall be started on the first tee unless otherwise directed by golf management. "Cutting-in" is not permitted at any time. **Players are never permitted to start play from their residences.**
3. Golf Rangers and Starters have full authority to enforce speed of play and course rules will be strictly enforced. If a foursome or other group of players (including tournament matches)



fail to keep their pace on the course, they may be asked to skip ahead to allow the pace of play for the course to be corrected. No more than three (3) minutes may be used to search for a lost ball.

4. It is the goal of The Club to ensure all players have an enjoyable round. This includes playing at a completion pace of 4 hours. Golf Professionals, Starters and Rangers may force groups to skip ahead to another hole to finish their round within the 4 hours of their start time. Members and Guests will have the ability to go back and play the holes they had to skip if the tee sheet allows it.

5. Anyone stopping between nines for lunch must check with the starter or golf staff prior to continuing on to the back nine.

6. No practicing on the golf course. Practice is limited to the Practice Facility only.

7. Fairways, greens and sand bunkers may not be used for practice. Use only the designated practice areas.

8. Each player must have his/her own set of golf clubs and bag.

9. Fivesomes may be allowed, however, must be approved by golf management. In the event golf management is unavailable, playing as a five-some is not permitted.

10. Social Members with Golf may play once a month during season (Winter), and four (4) times a month during off-season (Summer). Must pay \$25 cart fee per person.

11. **Social Members with Golf cannot increase their number of plays by being a Guest of another Member and is limited to 6 times per season.**

11. The Golf Course and parts thereof may be closed from time to time for maintenance purposes, adverse weather conditions, or whenever the grounds could be damaged by play, at the discretion of the Golf Course Superintendent, Golf Management or Club Management.

12. Players must repair ball marks, fill divots with sand and rake bunkers. All Members must rake footprints out of the sand trap after entering the bunker. Rakes are supplied on each Banyan Creek Golf Cart. All privately owned carts are required to carry a rake and sand bucket.

13. Alligators, snakes and other wildlife may be present on Banyan Creek Golf Course and the surrounding waterways. It is unsafe and illegal to feed wildlife. I understand there are inherent risks of golf associated with water hazards, weather, lightning, environmental or wildlife exposure, errant balls, golf club use, and other golfer acts or omissions (including negligent ones).

14. In the event of rain or other weather-related circumstances, The Club holds the right to close the course at any time. Once the course is closed, it is closed for the remainder of the day.

15. In order to be eligible to win prizes in Tournaments at Banyan Creek, players must have an established Handicap, preferably GHIN. If scores are not posted at Banyan Creek, a Handicap Card, and GHIN or otherwise, may be presented in order to secure tournament eligibility. If any member of a team does not have the required scores posted, the entire team shall be ineligible to win prizes. It is each player's responsibility to ensure they meet these eligibility requirements. Players who do not have the required scores posted may not participate in any Club Golf Tournament.

16. Members who do not abide by Daily Course or Cart Restrictions may be subject to disciplinary actions as determined by The Club. At all times, please keep the cart on the entire cart paths on all par 3's, and around all Tees and Greens.

17. ALL Golfers, (Members, Guests, Employees) are playing at their own risk. It is the golfer's responsibility to leave the course in the event of lightning or other hazardous weather conditions.

18. The following cart restrictions shall be in place for all cart usage:

- Carts may not be driven between greens and sand traps.
- Carts may not be driven within 30 yards of greens and or approaches.
- Carts must stay on paths when parked at tees.
- Carts may not be driven into roped areas.
- See back of scorecard for local rules

## ACCOMPANIED GUESTS

Guest Fee rates, charges, and the Rules and Regulations for use of The Club are established by The Club and updated from time to time. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by The Club, in its sole and absolute discretion.

**Guest privileges are limited.** Members who have Guests, can play no more three (6) times In-Season (11/1/23 to 4/30/24) and three (6) times Off-Season (5/1/2023 to 10/31/2024), regardless of whom you are a guest of. Guest rates apply. **Social Members with Golf cannot increase their number of plays by being a Guest of another member.**

**Visiting Family:** Members who have Guests, can play no more than six (6) times during the In-Season (November 1<sup>st</sup> to April 30<sup>th</sup>) and six (6) times during Off-Season (May 1<sup>st</sup> to October 31<sup>st</sup>). Family guest rates apply.

**Social Members with Golf Guest privileges are limited.** Social Members with Golf who have Guests, on the day of play only, can play no more three (6) times In-Season (11/1/23 to 4/30/24) and three (6) times Off-Season (5/1/2022 to 10/31/2022), regardless of whom you are a guest of. Guest rates apply.

1. Guests may pay for Golf fees, pro shop merchandise, or food and beverage, using a major credit card. All guest purchases that are not paid by the guest will be charged against the sponsoring Member's Club account.

2. Guest privileges may be further limited by The Club, from time to time, at the sole and absolute discretion of The Club. Notice of changes to the Guest policies will be provided to the Members. If there are extenuating circumstances related to the guest limitations that a member wished to have considered, the Member must address such matters with Golf Management. Any changes or exceptions shall be at the sole discretion of the Club management.

## UNACCOMPANIED GUESTS

1. Unaccompanied Guests must have prior authorization by Golf Management before they are allowed to play Banyan Creek. Guests must check in at the Pro Shop prior to playing. Unaccompanied Guests must be advised of and follow all Rules and Regulations of The Club at all times. Unaccompanied guest rates apply.
2. All fees, golf shop merchandise, and food and beverage purchases will be allowed to be paid by the guest using a major credit card.
3. Unaccompanied Guest privileges are limited. Member may have an Unaccompanied Guest three (6) times In-Season (11/1/23 to 4/30/24) and three (6) times Off-Season (5/1/2023 to 10/31/2024). All others at the discretion of golf management.
4. Members shall be responsible for all guest charges should their guest neglect to leave payment accompanied or non-accompanied.

## HOURS OF PLAY

The pro shop hours and hours of operation shall be posted in the pro shop. Golf management shall determine when the golf course is fit for play.

## STARTING TIMES

1. All Members and Guests must check in and register at the Pro Shop prior to play.
2. All players must register at the Pro Shop at least 15 minutes prior to playing. Once registered, please be ready to be on the tee box 10 minutes prior to your tee time. The definition of a Tee Time is a player in your group must have his/her tee shot in the air before your established tee time. Members and Guests failing to register prior to their tee time will lose their tee time and have to wait until the next available tee time, as determined by the tee sheet.
3. All Members may call the Golf Pro Shop to make starting times 14 days in advance of the date of play.
4. It is the Member's responsibility to reserve tee times.

## **PRACTICE FACILITIES**

1. The hours of operation for the Practice Facility will be at The Club's discretion. There is no after-hours use of any kind.
2. The designated hitting area (North/South) can be changed at any time, at the discretion of Club Management.
3. The Club dress code shall be enforced, at all times, when using the Practice Facility.
4. No pets permitted on the Practice Facility.
5. The Practice Facility is for Golf Practice Only. No other activities are permitted.
6. Social Members with Golf may use Practice Facility on day of play only.
7. All children under the age of 16 must have adult supervision at all times.
8. Practice shots only permitted from inside the designated area.
9. Range Balls are to be used on the Range and Practice areas Only. Violation of this will result in revoked golf privileges.
10. Only Club employees are permitted to gather range balls.
11. Please rake bunkers after sand practice.
12. Only Club staff professionals are authorized to give lessons.
13. The Practice Facility is for the use of Members, Guests of Members who are accompanied by the Member.
14. All Practice Facility Rules and Regulations must be followed. Failure to follow the written and posted rules may result in loss of membership privileges.

## **GOLF CART RULES**

Only Member's authorized private carts are allowed on The Club Property. Residents or Guests who do not have a Membership are not allowed to have their private golf cart on The Club Property which includes the Golf Course(s), Practice Facilities and parking areas. Use of private golf cart as transportation to clubhouse must use streets to access The Club.

1. Golf carts may only be used on the golf course when the course is open for play.
2. All persons operating a Golf Cart must be at least sixteen (16) years of age and have a valid automobile driver's license on file with The Club.

3. There is a maximum of two (2) carts per group allowed unless approved by the golf management. Members may be asked to double up in carts based on availability.
4. Social Members with Golf must use The Club golf cart when playing golf, unless they have a cart registered with the Club. Cart fees apply.
5. Carts must remain on designated Cart Paths for all Par Three (3) holes at all times.
5. Carts are not permitted to drive through Wast Areas to reach the other side of greens or fairways.
7. Only two individuals and two sets of golf clubs are permitted per golf cart.
8. Members or guests are not to use Club owned carts for transportation to private residences, or other Club Facilities, other than the Practice Facility.
9. The Club will not be liable for any accidents caused by a Member or their Guests.
10. The Club is not responsible for lost or stolen privately owned carts or golf clubs.
11. Never drive into a hazard.
12. Obey all golf cart traffic signs. Course closed or hole closed signs are to be adhered to without exception.
13. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be 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 shall be held fully responsible for any and all damages that are caused by the misuse of the golf cart by the Member, his or her Family Member or Guests, including but not limited to damages to the golf cart and course. The member shall be held responsible and shall promptly reimburse The Club and/or any operator of The Club for any and all damages The Club may sustain by reason of misuse.
14. Carts are to remain on the Cart Paths by tees and Greens AT ALL TIMES
15. Carts **are not allowed** to leave the golf course property at any time. The driver will assume all responsibility.
16. **Violations of these Rules and Regulations may result in the revocation of privately owned golf cart privileges, playing privileges and/or a suspension or termination of the Membership.**

## PRIVATE GOLF CART RULES

1. Private golf carts purchased through outside companies are permitted in the Martin Downs Golf Club residential community to the extent permitted by applicable laws, subject to these Rules and Regulations established by The Club from time to time and applicable laws. The right to use a private golf cart is a non-transferable and non-assignable personal right. Private golf carts may be used only by persons who own a home in the Martin Downs residential community.

2. Private golf carts must be approved by The Club as complying with the appearance and other standards set forth herein and may be determined from time to time by The Club. The Club may require routine maintenance to be performed on privately-owned golf carts.

3. The Club will establish from time to time the safety specifications that all privately-owned golf carts must meet.

4. The personalization of private golf carts, such as names or logos, must be approved by The Club. All private golf carts shall be four wheeled, electrically powered, newer than 2010, and must conform with The Club's specifications, including:

- Manufacture – Club Car, EZ Go, ICON, Yamaha
- No mud tires or off-road tires.
- Golf Course Turf Tires Only

5. All golf cart owners agree to comply with the Rules and Regulations established by The Club, as they may be amended from time to time.

6. Golf cart owners, when playing together or with a guest, must abide by the rules of one golf cart for every two players.

7. The Club Management may set fees for Club owned carts and trail fees for privately owned and approved carts.

8. All golf cart owners shall be required to sign a release of liability agreeing to hold the Company, the Club, the Martin Downs Property Owners Association, Inc. and their affiliates harmless as a result of any loss or damage relating to the operation of the golf cart.

9. Each Member using a private golf cart shall be required to provide a “Certificate of Insurance” showing golf cart is insured with policy limits in such amounts determined by The Club. The Member shall name Banyan Creek Golf Club as an “additional insured” on such policy and/or any additional parties requested by The Club from time to time and shall require that such policy provide that it can only be cancelled upon 30 days prior written notice to The Club.

10. Members using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the Member, his or her family or guests, and the Member shall reimburse The Club for any and all damages The Club may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of The Club.

11. In the event a golf cart operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify the relevant homeowners and the appropriate law enforcement agency.

12. Private Golf Carts are only permitted to be used on or in The Club's golf course property or Club Property upon the execution of a Private Golf Cart Agreement with The Club.

13. A decal will be issued to private golf cart owners upon joining and approval of said cart, providing a certificate of insurance and payment of the Membership Fee to The Club. Decals should be placed on the side of the golf cart in clear view. Club Staff are the only authorized individuals to place said decal on the privately-owned cart, and at that time, The Member shall hold The Club, Club Staff, Affiliates, and any Ambassadors harmless from any damage sustained during the installation of said decal.

14. Members using a private golf cart are required to ensure that their private carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations.

15. These Private Golf Cart Rules may be amended or expanded, from time to time, at the sole discretion of The Club.

16. Violations of these Rules and Regulations may result in the revocation of private golf cart privileges.

17. Coolers are permitted on private golf carts. All alcoholic beverages are to be purchased from the Club. The Club has the right to inspect all coolers including golf bags that have built-in coolers.

#### **Disciplinary Actions for improper private cart usage**

Two (2) Verbal warnings will be issued for conduct unbecoming before One (1) written warning will be issued. Should another infraction occur after that, the members cart privileges will be revoked for first 14 days, then 30 days. A subsequent infraction will result in indefinite suspension of Private Cart privileges.

#### **WALKING**

1. Walking is allowed at Banyan Creek Golf Club when approved; however, you may be denied walking privileges if you violate the Pace of Play Policy or if instructed by the Golf Staff.

2. There are some events that require the use of a golf cart; in these events walking is prohibited.

## **HANDICAPS**

1. Handicaps are computed under the supervision of the Pro Shop in accordance with the current 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 Club.
3. Members are responsible for posting all their daily scores on each day of play into the GHIN System. Any Member failing to post score in a timely manner shall result in a penalty prescribed by The Club. The Pro Shop shall assist any Members needing help with the posting procedures.
4. Accurate scoring records are to be kept for all full rounds played (9 or 18 holes). The Pro Shop shall determine if there are violations by Members in establishing a handicap.
5. The Club reserves the right to adjust handicaps for Club Tournament Play. The Club also reserves the right to deny any Member entry into tournament play for handicap manipulation.
6. Players without a Ghin # will go in as a scratch golfer for all tournaments.

## **LOCKER ROOM FACILITIES**

We recommend you not store valuables in the lockers. We are not responsible for anything stolen or damaged to any and all items stored in lockers. Food, of any kind, and beverages are not allowed in lockers.

1. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the Locker Room and not under benches or in the common areas.
2. Lockers are only available to members with full memberships with a \$25 key deposit. Lockers are not available to social members.

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

1. Each Member, as a condition of Membership, and each Family Member and Guest, as a condition of invitation to The Club Facilities, assume sole responsibility for his or her



person and 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 lost and found property or left in or on The Club Facilities for six months or more without payment of storage thereon, shall be deemed abandoned property and may be sold by The Club, with or without notice, at any public or private sale or otherwise disposed of including but not limited to gifting or destroying such items. The Club shall be entitled to retain any and all proceeds received from any sale of property.

2. 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's Club Account.

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 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 Banyan Creek Golf Club, a Florida limited liability company (the "Company"), any manager or operator of any Club facility, their affiliates, their successors and assigns their respective shareholders, partners, directors, officers, members, employees, representatives and agents (collectively, the "Released 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 or any facilities of clubs or resorts with which The Club has reciprocal or access arrangements, 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 Released Parties. Any Member shall have, owe and perform the same obligation to the Released Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Family Member.

4. Should any party bound by these Rules and Regulations bring suit against any of the Released 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 prevail against any said party, then the prevailing party shall be liable to the Released 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 and the party's Membership privileges shall be automatically suspended.