

# **ELBOW SPRINGS GOLF CLUB**

# MEMBERSHIP HANDBOOK

September 2024

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# 1. Welcome to the Elbow Springs Golf Club (the "Club")

Welcome to the Elbow Springs Golf Club ("the Club") —a community where the love of golf unites us all. As a valued member, you are at the heart of our Club life, and we are delighted to guide you through the wealth of benefits and opportunities that your membership brings.

This handbook contains important information about your membership, its benefits, your obligations, payment of fees and due dates, our governing agreements and how our Club operates within the semi-private arrangements.

Our <u>Members' Portal</u> provides you with a comprehensive suite of documents designed to ensure a seamless integration into our Club's culture and governance. Upon joining the Club, your membership information should have included three documents: Letter of Agreement (which is unsigned), Co-Ownership Agreement and By-Laws (which were amended in 1996-97, 2017, 2021 and 2023). Over the 2021-2024 period, the Board negotiated an Amending Agreement with several amendments and additions to these agreements.

Our governing documents have evolved alongside our Club to reflect our growth and the collective voice of our members and Co-Owners. This ongoing dialogue between the Board, our members and our managing Partners, encapsulates our commitment to a shared vision for the Elbow Springs Golf Course.

We invite you to explore the details of our Co-Ownership structure (as set out on the next page) and should you need copies of any documents noted above, they are available through the <u>Members' Portal</u> on our website.

This handbook is intended as your membership reference guide. For any inquiries or clarifications regarding your membership, your rights, your fees or the By-Laws and Agreements, please contact your Board which is just an email away at <u>boardofdirectors@elbowsprings.com</u>.

Should you have questions about the operations of the golf course feel free to contact the Board or reach out to the ProShop staff or to <u>Colin Presley</u>, our General Manager.

Your engagement is what shapes our Club, and we look forward to your participation in the continued success of Elbow Springs Golf Club.

Warm regards,

The Board of Directors Elbow Springs Golf Club

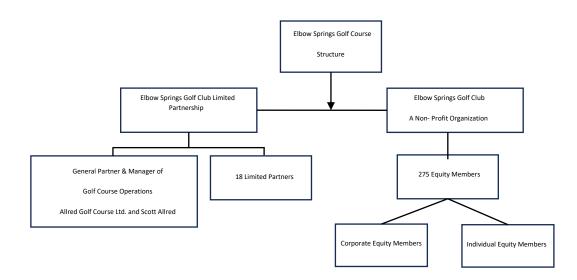
# 2. Elbow Springs Golf Course – Ownership Structure

Elbow Springs Golf Course opened with 18 holes in 1990 and expanded to 27 holes in 1996-97. The course, lands, and facilities, as detailed in Schedule A of the Co-Ownership Agreement, are co-owned by two entities:

- 1. 25% by a Limited Partnership consisting of 18 Limited Partners and a General Partner represented by Scott Allred (Allred's Golf Courses Ltd.).
- 2. 75% by the Club, a non-profit organization incorporated under the Societies Act of Alberta.

The golf course lands and facilities are 100% managed and fully operated by the Elbow Springs Golf Club Limited Partnership, represented by the Manager, Scott Allred. In accordance with our Agreements, they are responsible for all operational and future capital costs, such that the Club cannot be requested to pay any extraordinary costs or surcharges related to the golf course or facilities in the years to come.

The ownership structure is set out below.



In the event of a dissolution, all assets, after liabilities, will be distributed to the Co-Owners based on the value of the undivided beneficial interests.

# 3. Board of Directors

The Club is governed by a Board of Directors, consisting of three to seven members elected at the Club's Annual General Meeting (AGM) generally held each spring. Members vote for board officers, and once elected, the Board members decide on their specific positions and roles. The Board oversees all affairs of the Club, including Club Code of Conduct violations, collecting overdue Club fees, members' leagues and programmes, tournaments, sales of equity memberships and coordinates arranging for Annual Players when needed.

The AGM reviews the Club's past and upcoming activities, Club finances, men's and women's programs, (that are largely determined by the groups themselves), member tournaments, course updates, and changes to fees and regulations.

Club revenues come from Club Annual Membership Dues and other Club fees. The Club's funds are used primarily to support Club activities, the Club's various men's and women's programs, member tournaments and other general costs as required. Members are encouraged to volunteer for positions to support and keep the Club active.

# 4. Membership Equity Benefits and Playing Privileges

### Membership Equity Benefits

We take pride in offering our members an array of exclusive privileges that enhance their club experience. Principal Members are afforded the opportunity to extend their membership benefits to family members by sponsoring them as Associate Members.

Unlike some clubs, a spouse of a Principal Member, when playing as Associate Member, is granted equal booking privileges. This inclusive approach allows Associate Members to enjoy a range of similar benefits.

The true value of our equity memberships is deeply rooted in our history—our members not only contributed to the construction of the golf course but also hold title to 75% ownership in the golf course lands and facilities. This arrangement differs from many semi-private golf courses.

This co-ownership not only enhances the membership experience but also enriches the sense of belonging and investment in the Club's future.

### Membership Playing Privileges

Your membership unlocks privileges designed to elevate your golfing experience. The annual payment of your Club Membership Dues and Annual Use Fee includes these benefits:

- Unlimited Golf on 27 holes.
- Priority Bookings: A 10-day advanced booking window, giving you a head start over the public's 7-day access.
- Driving Range Access: Hone your skills with our driving range.
- Practice Facilities: Perfect your putt, chip, and bunker shots in our dedicated practice areas.
- Personal Locker: A private locker in our member locker room is available for adult members and can be obtained from the ProShop.

- Club Storage: Members can avail themselves of club storage after each round of play (includes cleaning of clubs). Clubs must be removed from storage and lockers emptied of contents in October of each year.
- Family Inclusion: Extend the joy of golfing to your family with our Associate Membership options.
- Leagues and Competition: Participate in club-sponsored programs, tournaments, and leagues for both men and women which includes special reserved tee times for events.
- ProShop Perks: Indulge in a 10% discount on apparel and a 5% saving on equipment, including special orders.
- Members' Portal: Stay Informed on all activities, leagues, tournaments, policies and procedures.
- Charge Account Privileges: Enjoy the convenience of a charge account for all club facilities.
- Dining Discounts: A 10%-member discount is provided when showing your membership card in the restaurant, snack shacks and beverage carts.
- Complimentary Pull Carts: Utilize our complimentary pull carts. Several styles are available.
- Power Cart Rental Savings: Avail of bulk discount tickets for power carts via our ProShop or online store on the Member Hub.
- Guest Benefits: Share the joy with reduced rates for your esteemed guests.
- Loyalty Rewards: Members can collect loyalty points by paying for guests to play 9 or 18 holes and by paying their Annual Use fees in cash or by cheque. Loyalty points are redeemable for free rounds of golf or restaurant gift certificates. Loyalty points expire at the termination of the membership or after 2 years.
- Handicap Tracking: Stay competitive by maintaining a handicap through Golf Canada. A handicap is an allowance to enable golfers of different abilities to compete on an equitable basis. The Club Directors believe the honour system is the best means of maintaining a handicap. Members are therefore expected to record all scores accurately in accordance with <u>Golf Canada Rules of Golf</u> so that handicaps may be established and fair play promoted amongst all golfers. It is the duty of individual members to post all their scores online with <u>Golf Canada</u>

Privileges and Courtesy Regarding Tee Time Bookings:

- To maintain the exclusivity of our member bookings, we kindly request that any tee time cancellations be made within the initial three days of the 10-day advanced booking period. This ensures that these coveted tee times remain available exclusively for our members prior to being released to the public on day 7.
- After the initial three days, cancelled member tee times fall into the seven-day booking window for the public and become available to both members and the public

Membership Recognition:

- Your personalized photo ID Member Card grants you access to the full spectrum of member privileges. It's your key to a seamless experience when charging items to your account at the Pro Shop, dining areas, kiosks, and beverage carts. Additionally, it allows you to obtain free balls at the driving range and enjoy member-exclusive discounts. Scan this card at the starter area to quickly sign in for your tee times instead of going into the ProShop and present it at all the areas to receive our discounts.
- Hold on to this card as it is used year after year. A fee will be charged for replacement cards. See the Assistants in the ProShop to take advantage of these services.

Account Management:

• Monthly statements are emailed to you, detailing your charge account activity and accumulated Loyalty Points. Your account is accessible through *TEE-ON*. Log into your *TEE-ON* account online and manage your account and payments. For a convenient automatic payment and withdrawal from your credit card, complete the Auto Account Pay Authorization found on the Members Portal.

### 5. Dress Code

Elbow Springs Golf Club requires all golfers to wear in appropriate golf course attire.

- Denim jeans, overly casual dress, clothing with excessive writing and/or insignias are not permitted.
- Proper attire for men includes slacks, tailored shorts with pockets and a minimum 5inch inseam, shirts with sleeves and collars.
- Proper attire for ladies includes slacks, capris, shorts with a minimum 5-inch inseam, skirts, skorts, culottes or dresses. Collarless shirts must have sleeves; sleeveless shirts must have a collar.
- Metal spikes are not permitted, shoes must have alternative spikes.
- The dress code in the clubhouse is business casual.
- The dress code applies at all practice facilities.

### 6. Booking Tee Times

- All tee times are booked on line via *TEE-ON* or by calling the ProShop directly.
- Members may reserve tee times up to ten (10) days in advance online or in person and by phone with the ProShop (i.e. book on Thursday for Sunday). Members can book a maximum of 1 tee time per day in advance. If a member needs to book a second (2nd) tee time on the same day, please call the Pro Shop directly at 403-246-2800 for assistance. Members may also "walk-on" if they wish to play again on the same day, assuming a tee time is available on the day of play
- Tee times are available to the public for booking seven (7) days in advance.
- In the early spring and late fall there is risk of frost on the course. If there is a frost delay, the ProShop will attempt to accommodate everyone. However, if the tee times are heavily booked, players may be placed on the course at the hole that they would have been on had there been no delay.

- Members bringing guests are reminded that 9-hole play is restricted to certain times. These times may vary but are generally in the early morning and during twilight/evening. All other play is 18 holes only.
- Junior and Juvenile members may not reserve tee times before 2:00pm on weekends and holidays however they may play with members who have tee times booked during these hours.
- Elbow Springs reserves a set number of tee times per day for public players. Members who do book advanced public tee times are required to pay public rates. Members can only book a public tee time without any charge, if the tee time is booked on the same day of play. Member may "walk on" or call the ProShop directly on that day, and if a public tee time is available, the member can book that time at no additional cost. If a member is part of a pre-booked public group in a public time, they will have to pay the posted public rate or use their loyalty points to cover the green fee.
- Whenever possible, members should book in foursomes, however, members can book for less than four players. The member making the booking on behalf of other members is responsible for all players to be on time for their booking. Members must check-in at the ProShop or at the self check-in starter's kiosk by scanning their Member Card, at least 10 minutes prior to their tee time. The ProShop must be advised of any opening as soon as possible (24 hours' advance notice) in order to avoid no-show fees (see Cancellation Policy).
- Cancellations must be made with a minimum of 24 hours' notice. Members must cancel unused tee times either via the website (must be at least 24 hours prior) or by contacting the ProShop. A no-show will result in a fine of \$40 for each player booked and is charged directly to the individual member's account. Unidentified members or guests are charged to the booking member's account. This applies to full foursomes that do not show and individual players within a booked foursome that do not show (e.g. A member books for 4 players, but only 2 show). If there are two or more no-show incidents by a member, the loss of booking privileges for two weeks in addition to the applicable fines may apply.
- To contact the ProShop for bookings or cancellations call (403) 246-2800, otherwise use TEE-ON to book and cancel all tee times. (TEE-ON n can be accessed via the Elbow Springs <u>website.</u>)

# 7. Golf Carts and Pull Carts

- Pull carts are available from the ProShop at no charge to members. Guests and green fee players pay a rental fee.
- Power carts rentals are available to golfers with a driver's license. Members must agree to the facility rules of safe cart usage including but not limited to no more than 2 people in a golf cart and adherence to appropriate cart path restrictions. Members are responsible for damage sustained to a cart or course property/assets during usage by themselves, associates or their guests. Power carts are available on a first-come basis.
- Members who require a power cart rental for medical reasons are eligible for a discounted rate through the ProShop with a doctor's note.
- Bulk buy discount tickets for power cart rentals are available through the ProShop.

### 8. Facilities

### ProShop

- Our ProShop assistants are always eager to assist you in maximizing your member benefits.
- Our ProShop offers a wide array of clothing, equipment and accessories with prices competitive with local stores.
- Our Pro Shop organizes club fitting days throughout the season for major equipment brands such as Ping, Callaway, and others. Our CPGA Golf Professionals are available by appointment to provide expert assistance during these events
- Demo clubs and rental clubs are available. Individual special orders may be available for some equipment, please inquire with the ProShop.
- Staff also offer equipment services, such as grip replacement and soft spike replacement.

### Lessons:

- Our ProShop is staffed by several CPGA Golf Professionals who offer a variety of lesson formats and packages that are sure to suit your needs.
- Please feel free to reach out to any one of them in the ProShop to discuss and/or assess your golf needs.

### springsgrill Restaurant

- The springsgrill restaurant and patio provides services to members and public, offering breakfast, lunch, dinner and as to-go and curbside pickup.
- The banquet facilities accommodate member events, tournaments, meetings, weddings and special events for up to 225 people.
- Catering and events staff would be pleased to discuss your upcoming event and how to accommodate your group large or small.

### On-Course Food & Beverage Service

- Our team services the course from two kiosks located at the driving range and at the back of the clubhouse between Mountain 9 and Elbow 9, as well as on-course beverage carts.
- The Range Kiosk is open from dawn until dusk, and the Clubhouse Kiosk and Beverage Carts operate generally from 10am 7pm, weather/season dependant.
- No outside alcohol is permitted anywhere on the golf course or facilities.

### Indoor Golf

- In the off season, the ProShop offers an Indoor Golf experience on GCHawk Golf Simulators from Foresight Sports.
- With over 50 courses to choose from, it is the ultimate sim-golf experience with 4K resolution and true-to-life golf simulation using state-of-the-art object recognition and imaging technology.
- We offer individual or group play as well as lessons, practice and leagues. Hourly fees apply.
- Inquire with the ProShop staff for details.

### 9. Practice Facilities

- Elbow Springs has a driving range, three putting greens, one with a short game practice area including a sand bunker (located north of the clubhouse, just off Elbow 9<sup>th</sup> fairway).
- These facilities are available for use for members, guests and public players.
- The dress code applies at all practice facilities.

#### Practice Greens:

- There are two practice greens, one located near Springs #1 and one located near Elbow #1 for practicing prior to teeing off.
- Chipping is not permitted on or around the putting greens.

### Short Game Practice Area:

• Utilization requires members to obtain a basket of balls from the ball machine, bring them to the area, and return them to the range when finished.

#### Driving Range:

- The driving range hours of operation are 30 minutes prior to the first tee time to dusk.
- These hours are flexible based on season, inclement and conditions.
- The range is closed for maintenance on Sundays at 6:00pm and holiday Mondays and Tuesdays following until 7:30am.

#### Ball Dispenser:

- Members must use their Member Card to operate the ball dispenser the range.
- A complimentary basket is provided to all guests and public players with a paid green fee. They also receive a one-use code to operate the ball dispenser.

# 10. Member Charge Accounts

- Members with the privilege may charge purchases to their account by showing their Member Card in the ProShop, restaurant or on course (carts & kiosks).
- Members participating in events and tournaments have these fees charged to their member accounts.
- Annual Players, Intermediate and Junior Members are required to submit a credit card authorization form for account activation and booking privileges.
- Members are liable for all charges to their account made by themselves, associates, designates, dependents or guests.
- Members are required to sign for all charges made to their accounts. Members who do not sign their food/beverage bill will be automatically charged 18% gratuity.
- Accounts are due by the end of the following month. Accounts not paid by this date will be charged 2% interest per month (24% per annum).
- Statements and account balances are emailed at the end of each month (for previous month's charges) or can be viewed online via the Member Login.
- Payment is accepted by credit card online through your Member Login, by cheque, or in person by cash, debit or credit card. Accounts in arrears (unpaid after 30 days of statement date) will have booking and playing privileges suspended.

### 11. Club Programs

Our Junior, Ladies' and Men's sections are active with multiple leagues to accommodate different preferences. Details on all the sections and activities can be found on the website under the <u>Members Portal</u>. Please note that the Club sponsored Ladies' and Men's Leagues have reserved tee times to enable members to play with others.

A brief overview:

- The Men's Section includes several leagues such as the Monday Senior Men's League, Men's Wednesday Night Play, Men's Match Play, Saturday Morning Men's Snips, Calgary & District Senior Men's Interclub, and Monday Night Men's Beer League. Full details and registration information can be located on the Members Portal under the Men's Section.
- The Ladies Section includes several leagues including the Tuesday and Thursday morning Leagues, Thursday Evening 9 & Dine, Saturday Morning Business Ladies, and two interclub leagues – the Calgary Hospitality and Match Play Section as well as the morning Ladies Interclub. You can find full details and registration information on the Members Portal under the Ladies Section.
- Tournaments and Club Championship events are organized by the Club each year. In addition to the Club Championships, three main tournaments are organized for the members a spring event, a stampede tournament, and a fall windup.
- The Senior Club Championships are held in late July and the Club Championship is held in early August. It is played over two or three days and includes various men's and women's flights by age and skill groupings with awards for both low gross and low net scores. Full details, including guidelines, are available on the Members Portal.

All programs, leagues, and tournaments for the upcoming season are updated in early spring on the website and are provided to members at the Club's Annual General Meeting (AGM) held in the spring. Information and updates on activities are also provided throughout the year via the monthly Elbow Newsletter, postings on the bulletin boards located outside the members' locker rooms and included on the Members' Portal on the Elbow Springs website.

Please note: Club programs generally are run with the assistance of the ProShop.

### 12. Member Hole-In-One Award

A Club member's crowning achievement of making a hole-in-one is recognized by the Club with a \$100 restaurant certificate for the member to celebrate with playing partners (and others in the restaurant, if desired) upon completion of the round. Upon finishing, a team member attests (signs) the score card confirming the hole-in-one and the card is presented to the pro shop staff.

The ProShop records your name, date, hole # and course played. This information will be published in the local newspaper and engraved on the Club's Hole-In-One plaque, located in the lobby of the Club House.

The ProShop will issue a certificate to the member, which is for the springsgrill valued at \$100 including GST, plus the Club will pay an 18% gratuity. As an example, a \$95 beverage and/or food charge + \$5 GST + \$18 gratuity = \$118 maximum value. The certificate must be used the same day and is valid until 8:00 p.m., or later should the hole-in-one occur in the evening. The certificate must be presented to the server before ordering.

The ProShop also provides a token award, which changes from year to year, and has included a desk top ball holder, Elbow Springs flagstick flag, etc.

All members who made a hole-in-one at Elbow Springs during the season will have their meal paid for at the Club members' fall celebration, wind-up event held at the end of September.

### 13. Loss or Damage & Insurance

The Club shall not be held responsible for loss, theft or damage to golf clubs, equipment, or personal items stored at the club facilities, including lockers. We recommend that members confirm that their property is covered by their personal insurance.

# 14. Members' Code of Conduct

The Club has had relatively few conduct-related issues arise. However, the Club does have a Code of Conduct that it expects all members, their guests and the public to follow. Furthermore, infractions are considered serious and will result in follow-up action by the Board of Directors and/or Management.

The Club's Code of Conduct is summarized in the Club's locker rooms and a complete and detailed policy including potential penalties is included on <u>the Members' Portal</u>. The Code of Conduct applies to all areas of the Elbow Springs Golf Course, including: the course, all practice areas, the clubhouse, and the parking areas.

Players are expected to:

- Conduct themselves in a sportsmanlike and courteous manner.
- Not hit into the group playing in front of them.
- Not harass, threaten, physically or verbally abuse other players or staff.
- Not use inappropriate, foul or abusive language.
- Not willfully damage the golf course playing area, facilities, or equipment.
- Check-in with the ProShop and/or the Starter prior to each round of golf.
- Obey all signs posted on the golf course.
- Not bring outside alcohol onto Club premises.
- Maintain a pace of play consistent with a four (4) hour, fifteen (15) minute round.
- Follow directions given by ProShop staff, the Starter and Course Marshals.

The General Manager, at the request of the Board of Directors, has been directed to ensure all players at Elbow Springs Golf Course abide by the requirements set out in this Code of Conduct.

Members may advise or remind other players of the Code of Conduct in situations where a player appears unfamiliar with or is not following the rules. However, under no circumstances shall a member attempt to discipline other players with respect to infractions of the Code.

Members are encouraged to report infractions to the ProShop to the General Manager and/or a Director of the Board.

### Process to Deal with Infractions

- Complaints may be made by any person including Principal Members, Associate Members, guests, staff, and green fee players.
- Infractions should be reported the same day to the ProShop, which will provide an incident report form to record the matter for the Board and Management.
- The complaint will be reviewed/investigated including potentially by a Club Discipline Committee or panel to determine if suspensions are warranted.
- Severe or repeat offences may result in suspensions and/or cancellation of the member's annual playing privileges. Extreme violations may result in the termination of the member's equity membership, as per the Club By-Law 3.03. Guests and non-member green fee players could have their playing privileges revoked by Management and be banned from future play at Elbow Springs Golf Course.

# 15. Alcohol, Tabacco and Cannabis Policy

Members should be aware that bringing their own alcohol to the facility is in violation of Alberta Liquor Control Act ("AGLC") regulations. All provisions of the Alberta Liquor Control Act and the Liquor Licensing Act must be strictly followed by the Club. Signage is posted around the property and we ask that you do not bring your own alcohol. All alcohol consumed at Elbow Springs **must be** purchased from Elbow Springs as per AGLC legislation. Infractions put The Golf Course liquor licence at risk.

Cannabis is not permitted on property.

Smoking is permitted outside the clubhouse in smoking areas. Cigarette butts must be snuffed out completely and put in the trash.

Non-compliance will be reported to the Board for disciplinary action.

# 16. Agreements Governing the Club

The Club is governed by a series of documents that include the Letter of Agreement, the Co-Ownership Agreement ("COA"), Amending Agreement and By-Laws—governing documents that have evolved and now provide the broad parameters for the operation of the golf course and the rights of each Co-Owner within the operations. The original COA also appoints Allred's Golf Courses Ltd. as the Manager to manage and operate the golf course. The Manager receives all golf course revenues and, in return, is 100% responsible for all operating costs, maintenance, future capital expenditures, etc., on behalf of the Co-Owners.

#### Key areas of our governing Agreements are:

- During the peak season between about 6:30 a.m. and 5:30 p.m. there are typically 128 total 18-hole tee times per day, of which 36 are allotted to public and 92 for Club members. The agreement notes how the public tee times are allocated throughout the day, subject to some flexibility to incorporate our Club's men's and women's programs, maintenance, etc.
- ii. Club memberships have been capped at 275 Principal members made up of about 235 individual members and 40 corporate memberships. There is no current cap on associate family members. On average the Club has around 40-50 spousal associate members. Corporate memberships vary in that the member may elect to receive 50 passes rather than unlimited tee time booking throughout the season.
- iii. Prior to 2022 the Club had 325 members, as per the sale of initial memberships with the expansion to 27 holes in 1996-97. The cap was reduced in 2022 to 275 memberships as a way to provide improved access to tee times for the reduced membership.
- iv. The Amending Agreement commits the Club to try and have 275 active members who pay the Annual Use Fees. In the event the Club has fewer than 275 active golfers the Manager is allowed to book additional public tee times in lieu of the shortfall based on a formula of one-eighth public tee time for each active member below 275.
- v. Should the Club not have 275 active members, the Board (together with Management) endeavours to sell the non-playing members' playing rights for the upcoming season as Annual memberships, whereby the fees collected from the Annual memberships offset the active member fee shortfall below 275 players. For more details refer to Section 18 Members Not Playing for the Season.
- vi. Club By-Laws govern how the Club operates, as well as the Board's responsibilities and authority in areas such as approving the purchase of an equity membership, terminating a membership, obtaining/approving Annual members to play on an inactive playing status member's playing rights and Club fees.
- vii. The COA also specifies that the green fees or the fee to golf: "shall not ever exceed those generally charged in the city of Calgary by golf courses of a similar quality."

# 17. Membership Types

The members' roster is available to all members through *TEE-ON*. Just sign into your member account on *TEE-ON* and view the roster under "My accounts/Member Roster." Due to our privacy laws, not all information is accessible however, you can contact other members directly via email.

### Principal Member

The Principal Member is the individual registered on the Membership Certificate. They are entitled to full golf-related privileges and benefits, as well as the ability to serve as a Club officer and the right to vote on Club business matters.

### Corporate Memberships:

Corporate Memberships have a Corporate Designee who enjoys similar privileges as a Principal member. However, they are not eligible to be a Club officer or hold office. Corporations also have an option to receive 50 golf passes that can be used by others in the corporation or their clients.

### Associate Member

- a) Associate Members under a Principal membership are limited to immediate family, including spouses and children. They have full privileges subject to Board guidelines, except for voting rights and the ability to hold office. There are some booking restrictions for junior players.
- b) Extended Associate Members are sponsored by a Principal Member and are not restricted to being a family member, but are limited to one player. They have full privileges subject to Board guidelines, except for voting rights and the ability to hold office. The Board is currently not approving extended associate memberships.
  - Note: As at 2022, the Club discontinued offering this membership option.

### Sponsored Intermediate and Junior Members

On a limited basis, sponsored Junior and Intermediate memberships are available annually to youth who are not family members of existing members. Some age restrictions apply. Junior Members have certain restrictions on booking times. For more details, please refer to the Members Portal.

### Annual Player

When a member wishes to sell their playing rights for the season, on a best-efforts basis, the Board and Management will try to sell the member's playing rights to a non-member, known as an Annual Player.

Annual Players:

- are charged a Non-Equity Player Fee in addition to the Annual Use Fee (refer to <u>Summary Member Fees and Due Dates</u> below).
- assume the member's privileges and playing rights, allowing them to book as a member and participate in Club programs.

- may choose to pay for an Associate membership for their spouse and/or children (junior or intermediate).
- While Annual Players cannot hold office or vote, they are welcome to attend Club meetings.

# 18. Club Annual Membership Dues and Club Fees

Club members are required to annually pay the Club Annual Membership Dues (previously referred to as a "social fee"). These are set annually by the Club Board. The dues have remained at \$30 since 2008 and help fund Club operations and programs. These dues are collected in January each year, along with the Annual Use Fees charged by Management for playing privileges. For convenience, members make one combined payment to Management, which then reimburses the Club for the collected dues. If a member is not playing and therefore not paying the Annual Use Fee, they must pay the Club Membership Dues directly to the Club. In such cases, the member will receive an invoice from the Club in January.

The Club also charges various fees, including those for Associate Members (spouses and/ or children) and Annual Players (spouses and/or children) to be members of the Club for one season. Additionally, there are fees for members who are not playing golf for a season, as detailed in <u>Section 20: Principal Members Not Playing for the Season</u>.

# 19. Management's Annual Use Fee

To obtain golf-related privileges for the upcoming season, Club members pay an Annual Use Fee to Management, as outlined in Section 8.03 of the Co-Ownership Agreement. In the fall, Management sends Principal members a registration form to update, along with information on the Annual Use Fees for the upcoming season. This information also includes details on other fees, such as Associate Memberships Use Fees, Golf Canada Fees, and the Club's Membership Dues. Following this, a year-end invoice is sent to Principal members for payment of these fees, which are **due January 31**.

Management offers several payment options, including cheque or cash transfer, credit cards, and monthly payments, though the latter incur interest-related surcharges. To encourage payment by cheque or cash, members receive 1,000 Loyalty Points, which can be used to pay for guest green fees or food and beverages in the restaurant. A late fee is charged for payments made after January 31.

# 20. Principal Members Not Playing for the Season

The Board, together with Management makes every effort to assist members in finding an Annual Player to use their membership if they are unable to play in a given season due to medical, work, or other circumstances.

These members fall into one of two categories:

1. *Inactive Playing Status:* Assigned to members who have received Club approval to sell their playing rights for the season due to circumstances beyond their control, such as medical issues or temporary work assignments at distant locations. These members are expected to return to active status the following season.

2. **Non-Playing Status:** Assigned to members wishing to take a season off from golfing but are not eligible for Inactive Playing Status and have an Annual Player using their membership playing rights.

Members electing not to play for a season can either:

- 1. find a prospective Annual Player on their own to play on their membership or,
- 2. engage the help of the Board and Management to find a prospective Annual Player on their behalf.
  - a. **NO GUARANTEE:** Please note that whether or not a member falls under the Inactive Playing Status or the Non-Playing Status, there is *no guarantee* that the Board or Management will be able to secure a prospective Annual Player for every member applying for these options. Should an Annual Player not be found, the Principal Member will be required to find a player on their own or pay the Annual Use Fee for the golf season.

Members applying for Inactive Playing Status indicate the reasons in their application to potentially receive a waiver of the Annual Player Application Fees charged by the Club.

### Club Policy for Members Not Playing for the Season

Members selling their playing rights for the year give up all playing-related rights for that season but retain the rights to attend meetings and participate on the Board during such time.

The Board and Management process applications to arrange for an Annual Player to use members' playing rights for the upcoming season, charging the equity member an Annual Player Application Fee. However, securing an Annual Player for every applicant is not guaranteed.

### Annual Player Application Process and Requirements

- All members must complete an application form when selling playing rights.
- A link to the application form is sent to the membership each fall via email and is updated annually on the Members Portal as required.
- The current Annual Player Application Fee, payable to the Club, is \$250, reduced to \$125 if a member designates a prospective Annual Player who has been approved by the Club.
- All applications are due **December 15**, or sooner, if possible.
- Late applications may result in no available Annual Players by January 31.
- There is **NO GUARANTEE** that the Club or Management will be able to secure a prospective Annual Player for every member applying for these options. Should an Annual Player not be found, the Principal Member will be required to find a player on their own or pay the Annual Use Fee for the golf season.
- Applications are filled in the following order:
  - 1. Applications submitted with an acceptable proposed buyer (Annual Player),
  - 2. Applications with approved waivers,
  - 3. Other applications filled in order of date received.
- Waivers are granted based on the principle that a member is facing <u>temporary</u> circumstances not under their control that prevent them from golfing in the upcoming

season. It is expected that the next season the member will be able to play and will resume being an active playing member. Waivers are granted for a maximum of three (3) successive years, subject to the completion of an annual player application and approval of the waiver each year.

- Members who apply for an Annual Player (without receiving a waiver) after two successive years, must provide a prospective Annual Player, who agrees to use their playing rights, in their application in year three.
- A member may not use the same prospective Annual Player for more than two successive years.
- A Corporate Company membership cannot request an Annual Player—companies have the option to appoint an alternative designate. This excludes incorporated individuals who do not hold a Corporate Membership.
- Invoicing:
  - In January, invoices are issued by the Club for the Annual Player Application Fees and the Club's Annual Membership Dues. Payment due within 30 days of date invoiced.
  - Members with a waiver need only pay the Club's Annual Membership Dues, subject to an Annual Player being available to play on their membership.
  - These fees are paid by the equity member.
  - Fees may be remitted by cheque or eTransfer payable to Elbow Springs Golf Club (<u>clubtreasurer@ElbowSprings.com</u>).
- Members who do not have an Annual Player assigned to use their playing rights and have not paid Annual Use Fees by February 1, are assessed a *Non-Playing Fee* effective February 15 as noted below. Of note, Club By-Law clauses 3.01 and 3.02 specify potential consequences for lack of payment of Club fees, which include termination of membership.

### 21. Summary Member Fees and Due Dates

### i) <u>Annual Use Fee</u>

- Fee assessed annually by ESGC Limited Partnership that members pay to obtain their golf privileges associated with green fees; facility usage (short game, driving range, club storage, lockers etc.) and Golf Canada Fee plus applicable GST.
- Published annually by the ESGC Limited Partnership in the fall of each year.
- In the fall, equity members are notified via email of the upcoming golf season's Annual Use Fees.
- Fees are collected annually by ESGC Limited Partnership and are due January 31.

### ii) <u>Club's Annual Membership Dues</u>

- Club's Annual Membership Dues (previously also referred to as a social fee) is set annually by the Club and paid annually by all equity members.
- For active members, the Club's Annual Membership Dues are collected on behalf of the Club by the Partnership concurrent with the payment of the Annual Use Fees.
- The Partnership consolidates the member information and these dues and remits them to the Club by the end of May each year.
- Club Membership Dues for Inactive Playing Status and Non-Playing Status Members are invoiced separately by the Club in January of each year. These payments are made directly to the Club and are due within 30 days of invoice date.
- Club Annual Membership Dues have been set at \$30.00.
- Lack of payment of Annual Memberships Dues can lead to the termination of a membership, as per By-Law 3.01, (amended May 2023):
- If any Member should in any year fail to pay the Annual Membership Dues in relation to a membership as required by Section 2.14 above, then if such Annual Membership Dues have not been paid by 12:00 o'clock at the end of the day on March 31st of that year, the membership in question shall be terminated and at an end, such that the Member shall thereafter have no rights thereunder. The Club shall have no obligation whatever to notify a Member prior to any such termination of a membership for failure to pay Annual Membership Dues.

#### iii) Associate Membership Fee

- When a Principal member elects to have their spouse and/or children play on their membership, the following fees are collected along with the Annual Use Fee and remitted to the Club:
  - Associate Membership Fee (spousal): \$30.00.
  - Intermediate Membership Fee: \$00.00.
  - Junior Members Fee: \$00.00.

### iv) Application to Request an Annual Player

- Published annually in the Fall by the Club and forwarded to the membership via email. When available, application forms are updated annually on the Members Portal.
- All applications are due **December 15,** or sooner, if possible.
- Late applications may result in no available Annual Players by January 31.
- There is **NO GUARANTEE** that the Club or Management will be able to secure a prospective Annual Player for every member applying for these options. Should an Annual Player not be found, the Principal member will be required to find a player on their own or pay the Annual Use Fee for the golf season.

### v) <u>Annual Player Application Fees</u>

- Members are charged an Annual Player Application Fee of \$250 to have the Club (which together with the Partnership), find an Annual Player to use their playing rights so they can take a year off, reduced to \$125 if a member designates a prospective Annual Player who has been approved by the Club.
- The application fee is waived for Inactive Status Members.
- Both Inactive and Non-Playing status members are required to pay the Annual Club Memberships Dues directly to the Club (\$30.00).
- Fees and Dues are invoiced by the Club in January with payment due within 30 days of invoice date.
- These fees must be paid by the equity member.
- Fees may be remitted by cheque or eTransfer payable to Elbow Springs Golf Club (clubtreasurer@ElbowSprings.com)
- **NOTE**: The Club provides **NO GUARANTEES** to members that Annual Players can be found for those members who have not designated a prospective Annual Player. Any Inactive Status Member and Non-Playing Status Member, where an Annual Player cannot be found, will be required to play and pay their Annual Use Fee.

### vi) <u>Non-Playing Fee- Members Without an Annual Player</u>

- Charged by the Club to a non-playing member who has not arranged for an Annual Player to use their playing rights through the Club's application process for the upcoming season.
- The fee is assessed on February 1<sup>st</sup>.
- The Non-Playing Fee is equal to the **Annual Use Fee** (as defined above).
- Mid-February (effective February 15) the Club invoices members with payment due within 30 days from date of invoice.

#### vii) <u>Annual Player Non-Equity Fee</u>

- Annual Player Non-Equity Fee: \$500.00.
- Collected from the Annual Player by the Partnership who then remits \$250.00 to the Club.
- Annual Player Spousal Fee: \$30.00, paid to the Club and falls under "other fees and charges".
- Intermediate Membership Fee: \$00.00.
- Junior Members Fee: \$00.00.
- The fee is collected the Club and then remitted to the Partnership as per Clause 8.08 of the Co-Ownership Agreement. For convenience, the Partnership collects the fee directly from the Annual Player.

#### viii) Redemption Fee – Applicable When Selling Your Equity Membership

- The Club charges Members a fee to redeem their membership at the time of sale.
- The Redemption Fee is \$1,000 for individual equity memberships and \$1,500 for corporate memberships.
- The fee is paid to the Partnership on behalf of the Club and covers the costs associated with the transfer administered by the Partnership.

• NOTE: Selling member may make the redemption fee part of the financial arrangement negotiated with the buyer, i.e. either paid by the seller, paid by the buyer, or shared. The selling equity member is fully responsible for remitting the payment prior to the transfer of ownership, regardless of the source of the funds.

# 22. Selling Your Equity Membership

Historically, the Club has allowed members to sell their equity memberships privately, using platforms like Kijiji, where the member sets the price with the potential buyer. All sales require Board approval, and the Board will not approve the sponsorship of Elbow Management, its staff, or the Limited Partnership to acquire a Club membership.

When the member and buyer are ready to complete the transaction, they finalize it at the Elbow golf course office. The member completes and signs a "Redemption of Membership" form and sponsors a "New Member Application" for the buyer, which also requires Board approval. After a few days, once the transaction is complete and payments are finalized, a new Membership Certificate is prepared and signed by the President and Secretary of the Club.

The Club charges a \$1,000 Redemption Fee for individual equity members and \$1,500 for corporate memberships. The selling member may negotiate who pays this fee, but it is ultimately the selling member's responsibility to remit the payment before the transfer of ownership. The fee is paid directly to ESGC Limited Partnership, who processes the transaction on behalf of the Club.

The Board generally has little direct involvement in membership sales but may maintain a list of members wishing to sell and pass this information to potential buyers. The Board is open to assisting members by exchanging information to facilitate sales. Additionally, the Board has held successful online auctions to sell multiple memberships simultaneously and may do so again if needed.