



MEMBERSHIP PLAN



MEMBERSHIP PLAN

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I. IMPLEMENTATION OF MEMBERSHIP PLAN

The Stewart Creek Golf & Country Club is implementing this Membership Plan, together with the Membership Agreement and the Membership Rules and Regulations, pursuant to which Members, their families, guests and other persons will be permitted to use the Club Facilities, referred to below as the Club. The terms of Membership are described in the foregoing documents.

2. DEFINITIONS

In this Membership Plan, the Membership Rules and Regulations, the Membership Agreement and the Membership Application, the following words have the meanings set forth beside them:

- a. Club means Stewart Creek Golf & Country Club (being the name under which Stewart Creek Inc. carries on the business consisting of an 18-hole golf course, golf practice facilities, a Clubhouse and other facilities located at Stewart Creek Golf & Country Club in Canmore, Alberta).
- b. Club Facilities means the Stewart Creek Golf & Country Club 18-hole golf course, golf practice facilities, including driving range, putting greens and Clubhouse.
- c. Premier Member means an individual who is granted a Premier Membership in the Club and for which the club has received a fully paid Initiation Fee and Membership Deposit.
- d. Corporate Member means a Corporation or Partnership that is granted a Membership in the Club and for which the Club has received a fully paid Initiation Fee and Membership Deposit.
- e. Corporate Membership Designate means the individual Employee, Officer, Principal or Director who has been designated by the Corporate Member and approved by the Club to enjoy use of the Club Facilities. Corporate Member Designates are in effect provided a license to use the Club facilities.
- f. Initiation Fee means the amount paid by Premier and Corporate Member applicants as a condition of Membership. This fee is non-refundable.
- g. Member means a Premier or Corporate Member of the Club whose Membership is in good standing.
- h. Membership Deposit means the deposit paid by Premier and Corporate Member applicants as a condition of Membership. This Membership Deposit is refundable only in accordance with this Membership Plan.
- i. Membership Rules and Regulations means those rules and regulations established by the Club, as amended from time to time, for the use of the Club Facilities.
- j. Membership Plan means this document, which outlines the manner in which Members, their families, guests and other persons will be permitted to use the Club Facilities.
- k. Membership Agreement means the document Members will be required to execute as a condition of Membership.



- l. Membership Application means the Application Form which must be completed by all applicants who desire to purchase a Membership in the Club.
- m. Owner means Stewart Creek Inc. and its successors and assignees.
- n. Stewart Creek means Stewart Creek Golf & Country Club.
- o. Stewart Creek Golf Course means the 18-hole golf course that is part of Stewart Creek Golf & Country Club.

3. MEMBERSHIP CLASSIFICATIONS

The Club is offering Golf Membership in the following categories:

Premier Membership – A Premier Member and his or her immediate family will be entitled to use the Club Facilities in accordance with the Membership Rules and Regulations and this Membership Plan. Premier Members will not pay green fees. Premier Members and their immediate families are required to pay annual dues as are established by the Club from time to time for the use of the Club Facilities. To obtain a Premier Membership, the applicant shall pay an Initiation Fee and a Membership Deposit in an amount determined by the Club.

Corporate Membership – Corporate Members will be entitled to extend Membership privileges to use all of the Club Facilities, in accordance with this Membership Plan and the Membership Rules and Regulations, to a maximum of three (3) Corporate Membership Designates who are bona fide Employees, Principals, Directors or Officers of the Corporate Member.

In order to accommodate the dynamic nature of the business, Corporate Members may, upon written notice and payment of the transfer fee, change the Corporate Membership designate. Each Corporate Membership Designate must submit a Membership Application, which must be approved by the Club. The Club reserves the right to establish the rules governing the designation of individual(s) as the designated user of a Corporate Membership. If a Designate is cancelled as a Membership Designate other than for medical reasons, then this Membership Designate cannot be reinstated for a period of at least twelve (12) consecutive months.

To obtain a Corporate Membership, the Corporate Member shall pay an Initiation Fee and a Membership Deposit in an amount determined by the Club from time to time. The Corporate Member and the Corporate Membership Designate are jointly liable for the payment of such annual dues as are established by the Club from time to time for the use of the Club Facilities.

Corporate Membership does not entitle the immediate family of the Corporate Membership Designate to use the Club Facilities.

The use of the Club Facilities by the Corporate Membership Designate will terminate on the failure of the Corporate Member to pay dues for more than ninety (90) days, the written direction of the Corporate Member or the termination of the Corporate Members' Membership.



4. NUMBER OF MEMBERSHIPS

The intent of the Club is to sell 450 Premier Memberships and 50 Corporate Memberships. The Club reserves the right in its sole discretion to reconfigure the number of Premier and/or Corporate Members. The Club has also reserved twenty-five (25) flex Memberships which may be used for promotional purposes.

The Club intends to create a category of Social Memberships offering limited access to the Club Facilities during times that will not impede Members' access. Social Members will have limited golf privileges which will be based on availability. Golf privileges for Social Members will be reviewed annually. Clubhouse use shall be limited to use of dining facilities and Social Members shall not have access to 'Premier or Corporate Members Only' areas such as locker rooms and associated facilities.

5. MEMBER USE PRIVILEGES

Upon approval of the Membership Application, payment of the Initiation Fee, Membership Deposit and Dues and execution of a Membership Agreement, Premier Members and Corporate Membership Designates will have access to the Club Facilities in accordance with the Membership Rules and Regulations.

6. IMMEDIATE FAMILY PRIVILEGES OF A PREMIER MEMBER

A Premier Member who elects to pay family dues shall be entitled to have his or her immediate family use the Club Facilities in accordance with the Membership Rules and Regulations and this Membership Plan. A Premier Member's immediate family will include the Member's spouse and the children of either spouse who are under the age of twenty-three (23) and living at home.

If a Premier Member elects to pay individual dues, the Member's immediate family may only use the Club Facilities as a guest of a Member in accordance with the Membership Rules and Regulations.

Once a child of a Premier Member turns twenty-three (23) years of age they will no longer be eligible for immediate family privileges at the Club. However, in the event that a son or daughter of a Premier Member wishes to purchase their own Premier Membership, they will be able to purchase the first available Premier Membership. This process has been established to encourage a tradition or family legacy, which the Club believes is in the best interest of all Members.

7. GUEST PRIVILEGES

Members' guests may use the Club Facilities in accordance with the Member's category of Membership and the Membership Rules and Regulations. The Club may limit the number of guests and the number of times a particular guest may use the Club Facilities during each Membership year. The Member will be responsible for the payment of charges incurred but not paid by his or her guest(s), including any applicable daily guest fees established by the Club. Members must accompany their guest while at the facility and will be responsible for their conduct.



8. MEMBERSHIP RULES AND REGULATIONS

In order to provide the utmost pleasure for all users of the Club Facilities, the Club reserves the right to establish Membership Rules and Regulations and to amend or modify those Membership Rules and Regulations from time to time as the Club deems appropriate.

9. ELIGIBILITY

Memberships will only be issued to persons or Corporations who are approved by the Club for Membership. A Corporate Membership will only be issued in the name of a legitimate Corporation or a Partnership. Corporate Member applicants may be required to provide the necessary documents to indicate that the Corporate Member is a legal business entity and to complete forms provided by the Club as a condition of Membership.

Licenses to use the Club Facilities will only be issued to Corporate Membership Designates who are approved by the Club.

10. MEMBERSHIP DEPOSITS

Each person who desires to become a Premier Member or a Corporate Member must pay a Membership Deposit to the Club. The amount of the Membership Deposit will be determined by the Club from time to time.

11. REFUND OF MEMBERSHIP DEPOSITS

Each person or Corporation that acquires a Premier or Corporate Golf Membership will be entitled to receive a full refund of the Membership Deposit, without interest, in accordance with the following provisions:

- a. On December 31st of the Thirtieth (30th) year following the year during which Stewart Creek becomes fully private, the Club shall refund the Membership Deposit of each Member.
- b. Upon the receipt of a Member's resignation letter in accordance with this Membership Plan and the Membership Rules and Regulations, the Club shall place each Member upon a waiting list ("Refund List");
- c. As and when each new Membership is subsequently sold, the Club shall repay the Membership Deposit of the first Member on the Refund List; provided however (i) in the case of a Premier Membership Deposit being repaid, the Club must receive a new Premier Member to the Club and (ii) in the case of a Corporate Membership Deposit being repaid, the Club must receive a new Corporate Member to the Club; and,
- d. In all cases, the Club's obligation to repay a Membership Deposit shall be subject to set-off for any amounts owing by the Premier Member, Corporate Member or Corporate Member Designate to the Club as the case may be.



12. TERMINATION OF MEMBERSHIP

Should a Member desire to terminate their Membership, the Member will be required to give written notice of their intention to resign. Once this written notice has been received and accepted by the Club, the resigned Membership will be processed as follows:

- a. Prior to the issuance of all original Memberships, resigned Memberships will be processed by the Club and the Membership Deposit will be returned in accordance with Section 11 of the Membership Plan.
- b. After the initial issuance of all Memberships, each new Membership issued will be a resigned Membership issued to the next approved Member for that class of Membership on the waiting list.
- c. If a Member has paid their annual dues for the ensuing year on an annual rather than a monthly basis, then their annual dues will be refunded on a pro-rated basis.
- d. The Owner, at its sole and absolute discretion, shall retain the right to refund all Membership Deposits and Initiation Fees to all Members at any time without penalty or premium and without interest upon notice given to all Members prior to June 30th each Membership year. In such event upon refund of each Membership Deposit and Initiation Fee (without interest), all Memberships shall be terminated at midnight on December 31st of such year. Members and their Designates shall have no further rights to the Club Facilities.

13. TRANSFER OF PREMIER MEMBERSHIP OR CORPORATE MEMBERSHIP

Memberships are not transferable, without the consent of the Club upon such terms and conditions as the Club may determine in its sole discretion. The Club is the sole agent for Membership sales unless otherwise agreed to in writing.

14. DEATH OF A PREMIER OR CORPORATE MEMBER DESIGNATE

Upon the death of a Premier Member, the surviving spouse, if any, may elect, within six (6) months of the date of the death of the Premier Member, one of the following:

- a. Maintain the Membership Deposit of the Premier Member and make application to the Club to become a Premier Member; or
- b. Terminate the Membership of the Premier Member.

In the event that the spouse does not elect one of the above options within six (6) months of the date of death of the Premier Member, or there is no surviving spouse, the Premier Membership will be terminated and the Membership Deposit shall be refunded in the same manner as a resigned Membership.

Upon the death of a Corporate Member Designate, the Corporate Member will be able to appoint a new Corporate Member Designate upon payment of a transfer fee as determined by the Club.



15. SEPARATION OR DIVORCE

A Premier Member is entitled to extend playing privileges to his or her spouse subject to the payment of annual dues. A Premier Member shall have the sole discretion to designate his or her spouse, married or common law. The spousal playing privileges shall be terminated upon the separation of the Member from the spouse as notified to the Club in writing by the Premier Member or upon termination of the Premier Membership.

16. DUES AND CHARGES

The Club will determine the amount of dues, fees and charges payable by Premier Members, immediate family members of Premier Members or Corporate Member Designates. Payment of such amounts shall be subject to the terms determined by the Club. Such amounts shall include fees for items such as green fees, carts, lockers, club storage, practice facilities and food and beverage minimum (if applicable). Payment of dues by Members is a continuing obligation of Membership which is not suspended due to closure disasters, the need to replace turf due to disease or other unanticipated causes or any events beyond the reasonable control of the Club.

The Membership year shall be determined by the Club.

All dues paid to the Club are non-refundable except in accordance with section 11 and 12 of this Membership Plan.

The Club may establish partial dues payable by new Members if the Membership is approved part way through the golf season.

17. MEMBERSHIP APPLICATIONS

An applicant must mail or deliver to the Club, a fully completed acknowledged and signed Membership Application. The Club must approve all applicants for Membership. After receiving a duly signed Membership Application, the Club in its sole discretion will determine whether the applicant has satisfied the relevant conditions of Membership.

Every person who desires to obtain a Membership should carefully review the Membership Application, Membership Agreement, this Membership Plan and the Membership Rules and Regulations and, if necessary, seek professional advice to evaluate these documents.

If approved for Membership, the Applicant agrees to be bound by the terms and conditions of the Membership Application, this Membership Plan and the Membership Rules and Regulations as amended from time to time.

Further, the applicant agrees to complete a Membership Agreement and pay the initiation Fee and Membership Deposit.



18. NOTICES

The Club shall provide written notice to the Members of all amendments to this Membership Plan and the Membership Rules and Regulations by mail and/or posting in a prominent location at the Club for a period of not less than thirty (30) days.

19. CLUB OPERATIONS

The Owner owns the Club Facilities and the Owner or its agents will manage and operate them. As a result, the Owner is responsible for the governance and administration of the Club Facilities and will have the exclusive authority to accept Members, set dues, establish Membership Rules and Regulations and control the management and affairs of the Club Facilities. The Owner also reserves the right to engage a professional Management Company to operate the Club Facilities.

20. ADVISORY BOARD OF GOVERNORS

It is the intent of the Club to establish an appointed advisory board of governors (the "Board"), composed of up to nine (9) Members including and chaired by the Club's General Manager, to offer their opinions, advice and input into the Club's Management. The Board will meet on a regular basis to help foster good relations between the Members and the management of the Club, and provide Member input on programs, plans and activities of the Club Facilities. Members will be appointed to serve on the Board by the Club for fixed and staggered terms to be determined by the Club. The Board will have no duty or power to negotiate or otherwise act on behalf of the Club, its Management, Servants, Agents and Employees, and will serve in an advisory capacity to the Club.

21. ADDITIONAL CLUB FACILITIES

The Club may, in its sole discretion, expand the Club Facilities, including adding an additional Golf Course and a Golf Academy as it determines appropriate. If additional golf facilities are added to the Club Facilities, the number of Memberships issued in the Club may be revised.

If additional golf facilities are added, all Members or specific categories of Members may have the option to use the additional Club Facilities upon the payment of additional fees or dues to be determined in conjunction with the Board.

22. OUTSIDE PLAY

The Club may also allow outside golf play on such terms and conditions as the Club determines appropriate. "Outside play" is defined as any round of golf that is not played by a Member, a Member's immediate or extended family or guest of a Member. The Club plans to eliminate outside play (except for specific designated corporate events) when ninety (90%) percent of the total number of Memberships have been issued.

23. RECIPROCAL PLAY

The Club may, in its sole discretion, enter into reciprocal use privileges and access agreements with other clubs and resorts, as the Club determines appropriate from time to time.



24. SALE OF THE CLUB FACILITIES

In the event the Owner determines to sell the Club Facilities, the Club shall give written notice of the sale to the Members. Before entertaining an offer from an outside party, the Owner shall provide the Members of the Club with the first right to offer to purchase the Club within a period of thirty (30) days. The Board will establish a procedure to manage this process. In the event that the Members do not entertain this opportunity, the Owner shall be at liberty to negotiate a sale transaction of the Club Facilities. If the Owner negotiates a sale of the Club Facilities to a third party then the Owner may at its option provide notice to all Members prior to June 30th in that Membership year of its desire to cancel all Memberships effective December 31st of such year. In such event, upon refund of each Member's Membership Deposit and Initiation Fee (without interest) all Memberships shall be terminated at midnight on December 31st of such year and Members and their designates shall have no further rights to use the Club Facilities.

25. GENERAL MEMBERSHIP GUIDELINES

Any rights or privileges granted to a Premier Member, Premier Member's immediate family, Corporate Member, Corporate Member Designate and Guests are subject to compliance with this Membership Plan and the Membership Rules and Regulations as established by the Club from time to time.

Management shall use its reasonable efforts to have the Club Facilities available to Members during golfing season. The closure of all or any portion of the Club Facilities for repair, maintenance, improvement or expansion and the use of all or any portion of the Club Facilities for the purpose of Private Functions, Corporate Events or otherwise, shall be permitted at the sole discretion of the Club management, acting reasonably, and the Members shall have no right to reduce or suspend accounts payable to the Club with respect to any time when the Club Facilities, in whole or in part, are not available.

Management shall have sole discretion, right and obligation to carry out all such actions as are considered by Management to be necessary or desirable to maintain the Club Facilities as first class. The discretion provided for hereunder shall extend to and include the discretion to amend, vary, increase, decrease and otherwise deal with the fees, dues and accounts to be paid hereunder, the modification, closure or expansion of any aspect of the Club Facilities, the provision of services to the Members and structure of the Membership. The discretion granted to Management shall not exceed to retroactive amendment of fees, dues and accounts.



26. ACKNOWLEDGEMENT OF TERMS

By completing a Membership Application, the applicant acknowledges that he or she has fully read, understands and agrees to the terms of the application and the rules, including without limitation, all terms, conditions, rules and regulations set forth therein. The applicant further acknowledges and agrees that:

- a. The Membership Application, Membership Agreement, this Membership Plan and the Membership Rules and Regulations set forth the full and complete agreement between the applicant and the Owner concerning the Membership, and supersede any and all contemporaneous agreements and understandings, oral or written;
- b. No oral or written representations or agreements were made to or relied upon by the applicant regarding the Membership other than what is expressly set forth in this Membership Application, Membership Agreement, Membership Rules and Regulations and this Membership Plan;
- c. The Membership Rules and Regulations and the conditions and regulations contained therein, may be amended, modified or altered by the Club and all such amendments, modifications or alterations shall be binding upon the applicant.

27. NON-EQUITY

The Membership applied for in the Membership Application is a non-equity Membership and the applicant does not acquire an interest of any kind in any assets of the Club. The Membership is being offered for the purpose of permitting Members the recreational use of the Club Facilities and certain other privileges in accordance with this Membership Plan and the Membership Rules and Regulations as the same may be amended, modified or altered from time to time. The Club reserves the right to terminate or modify this Membership Plan and the Membership Rules and Regulations. A Membership is not an investment and no Member should expect to derive any economic benefit from the Membership. No government agency or authority of any type has reviewed, agreed or endorsed the Membership applied for in the Membership Application.

28. WAIVER

In applying for the Membership, the applicant acknowledges that the use of the Club Facilities is voluntary and that any use or acceptance of any Membership right or service incidental to the Membership and the Membership Application is undertaken with knowledge of the risk of possible injury. The applicant, for itself, its guests, family members, agents and employees, accepts any and all possible risk of injury. In accepting all risk of injury, the applicant acknowledges and agrees that he or she releases and forever discharges the Club and the Owner, and their respective employees, servants and agents, from any and all (loss, cost, claims, damages, actions, causes of actions, negligence or suits of whatever kind or nature. Further, the applicant agrees to hold harmless the Club and the Owner, and their respective employees, servants and agents, from any and all such claims which may be brought against the Club or the Owner, and their respective employees, servants or agents for any such injuries or claims.



29. ACKNOWLEDGEMENT OF MEMBERSHIP RIGHTS

The Club makes no representations or expresses no opinion regarding the federal or provincial income tax consequences of obtaining Membership privileges and refunding the Membership deposit and possibly the initiation fee without interest. All Members obtain their Membership privileges subject to all applicable tax laws as they may exist from time to time. Members should consult with their own tax advisers with respect to any tax consequences of paying the Membership deposit to the Club.

Membership permits the Member to use the Club Facilities but does not give a Member a vested or prescriptive right or easement to use the Club Facilities. A Member only acquires a recallable license to use the Club Facilities. The Club reserves the right in its sole and absolute discretion to modify or amend the Membership application, to discontinue operation of any or all of the Club Facilities, to issue or terminate any type of Membership, to convert the Club Facilities into a Member-Owned Club Facility, and to make any other changes in the terms and conditions of the Membership or the Club Facilities available for use by Members.

The Membership Application, Membership Plan, Membership Rules and Regulations and Membership Agreement are subject to revision from time to time and determined by the Club.

All references to age limits are determined as of January 1st of each year.

30. MEMBERSHIP MANAGER AVAILABLE TO ANSWER INQUIRIES

Should you have any questions concerning this Membership Plan or the Membership opportunities available at the Club, please contact the Club's General Manager or his/her agent.



RULES AND REGULATIONS



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SECTION I

1. General Club Rules
2. Environmental Sensitivity
3. Membership Identification
4. Dues, Fees and Charges
5. Mailing Addresses
6. Club Services and Activities
7. Resignation, Suspension and Termination of Membership
8. Loss or Destruction of Property or Instances of Personal Injury
9. Gratuities
10. Children
11. Attire
12. Guest Privileges
13. Leave of Absence

SECTION II

14. General Golf Rules
15. Tournaments
16. Promotional Use
17. Hours of Play
18. Booking Policy
19. Golf Starting Times
20. Cancellation Policy
21. Registration
22. Practice Range
23. General Golf Cart Rules
24. Handicaps
25. Golf Course Etiquette
26. General Fitness Rules

These Rules and Regulations 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 for other persons using the Club Facilities. The Club is committed to providing all Members and their guests with an enjoyable experience.



SECTION I

I. GENERAL CLUB RULES

- a. Members and their guests shall abide by all of the Rules and Regulations of the Club now and as they may be amended.
- b. The Club's Facilities shall be open on the days and during the hours as may be established by management. Areas of the Club may be closed from time to time for scheduled maintenance, expansion, repairs, prior reservations and environmental reasons.
- c. The Club must furnish all food and beverages consumed on the Club Facilities unless otherwise permitted by the general manager. Outside catering is not permitted except by the Club.
- d. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area only with the permission of the general manager.
- e. Commercial advertisements shall not be posted or circulated in the Club, nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationary without the prior approval of management.
- f. Other than as permitted by management, no petition shall be originated, solicited, circulated or posted on any of the Club Facilities.
- g. It is contrary to the Club's policy to have facilities used for functions which are in any way related to past, present or future fund raising efforts for the benefit of a political cause, except as specifically permitted by management. The Club Facilities shall not be used in connection with organized religious services unless otherwise determined by management.
- h. Members should not request special services from employees of the Club who are on duty, or the personal use of the Club's furnishings or equipment, which are not ordinarily available for Members' use.
- i. Dogs or other pets (with the exception of seeing eye dogs or dogs to assist the Hearing Impaired) are not permitted on the Club Facilities, except under special circumstances or with permission of the general manager. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by animal(s) owned by the Member or under the Member's control.
- j. All official complaints, criticisms, or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the general manager.
- k. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the general manager and no Member or guest shall reprimand or discipline any employee, nor shall a Member request an employee to leave the Club Facilities for any purpose whatsoever. Any employee not rendering courteous and prompt service should be reported to the general manager immediately.



- l. No unlicensed vehicles are permitted on the Club Facilities, with the exception of maintenance vehicles and the Club's golf carts.
- m. The Facility is considered a non-smoking facility. Smoking will only be permitted on the outside patios.
- n. No Member is allowed in the service or restricted areas of the Club.
- o. No performance by entertainers will be permitted on the Club Facilities without the permission of the general manager.
- p. Dining room activities for groups will be permitted only with the permission of the general manager.
- q. Alcoholic beverages will not be sold, served nor permitted to be consumed at the Club during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of Alberta, or any applicable ordinances or regulations. All alcoholic beverages consumed or otherwise possessed on the Club Facilities must be sold by and purchased at the Club.
- r. The Club reserves the right in its sole discretion, to refuse service to a Member, designate, family member or guest when in the opinion of the Club, that Member, designate or guest appears intoxicated. In the event that a Member, designate, family member or guest appears intoxicated and presents a danger to themselves or other patrons of the Club, then Management reserves the right to take any action they deem appropriate to resolve the situation. Responsibility for the conduct of each Member and guest with respect to the consumption of alcoholic beverages on the Club's premises and the operation of motor vehicles following that consumption lies with the individual Member.
- s. The roster or Member List is the private property of the Club and may not be used or given to anyone by a Member or the Club for any reason whatsoever. Members may not use the Membership List for solicitation purposes. A violation of this paragraph may be grounds for discipline of the Member.
- t. Violation of these Rules and Regulations or conduct in as manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action in accordance with the Membership Plan and Rules and Regulations of the Club.
- u. Management of the Club reserves the right to amend or modify these Rules and Regulations as it determines appropriate and will notify the Membership of any change.
- v. The personnel of the Club have full authority to enforce these Rules and Regulations and any infractions will be reported to the general manager.



2. ENVIRONMENTAL SENSITIVITY

In 2004, Stewart Creek Golf & Country Club became fully Audubon Certified. Certain areas within Stewart Creek Golf Course are designated wildlife corridors. These corridors connect major habitat patches in the Bow Valley and facilitate the movement of bighorn sheep, elk, deer, bear, cougars and wolves. Due to this shared function and areas of environmental sensitivity, portions of the Course may be restricted from use and specific local rules must be adhered to. Stewart Creek Golf & Country Club takes its stewardship of the environment and the animals that depend on the land very seriously and any violation of rules set by the Club with respect to environmental protection will be dealt with in a manner determined by management.

3. MEMBERSHIP IDENTIFICATION

Each Member shall receive such identification cards, decals and other insignias designated by the Club, and shall produce and/or display such insignias as required by the Club. The Membership card may not be used by any person other than the person to whom it is issued. In the event of a lost or stolen Membership card, the Club must be notified immediately.

4. DUES, FEES AND CHARGES

The annual Membership dues will be in such amount as management of Stewart Creek Golf & Country Club determines is necessary for the proper operation of the Club.

Premier Members, immediate family members of Premier Members and Corporate Members Designates are entitled to credit and charge privileges at the Club so long as his or her membership is in good standing.

Once the Club Accounts are in place, all food, beverage, merchandise and services of the Club charged to the Member's Club account will be billed monthly and will be due and payable in full upon receipt.

Any amount not paid to the Club within thirty (30) days of receiving the invoice will be considered delinquent and charged a twelve (12%) percent interest charge per annum until such time as the amount owing is paid in full. If the amount owing is not paid in full after a period of ninety (90) days the Club reserves the right to suspend or terminate the Membership in accordance with the Membership Plan and Rules and Regulations set by the Club.

5. MAILING ADDRESSES

Each Member shall be responsible for the filing with the Club, in writing, on a form provided by the Club, his or her mailing addresses and any changes thereto. The Member shall be deemed to have received mailings from the Club ten (10) days after they have been mailed to the address on file with the Club. In the absence of an address on file at the Club, any Club mailing may, with the same effect described above, be addressed as the general manager may think most likely to cause its prompt delivery.

The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of this rule.



6. CLUB SERVICES AND ACTIVITIES

The Club will provide certain social, cultural and recreational events in which all Members are encouraged to participate.

The Club desires to encourage use of the Club Facilities by Members for private parties on any day or evening that the Club Facilities are open, provided it does not interfere with the normal operations of the Club, or its services regularly available to Members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

Private parties are permitted at the Club only with prior permission of the general manager. Members utilizing the Club Facilities for private events may be charged a fee set by management. The Individual sponsoring the party shall assume full responsibility for the conduct of guests in accordance with these Rules. The individual sponsoring the private party shall be responsible for any damage caused by the installation of party décor or otherwise and shall be responsible for the removal of all party décor. The sponsor of the party shall be responsible for the payment of any charges not paid for by individuals attending the private party.

If a Member-sponsored event is cancelled less than seven (7) days prior to the function, the reservation will be charged fifty percent (50%) of the advertised price for the function.

Special Event functions will be scheduled from time to time at the discretion of management.

7. RESIGNATION, SUSPENSION AND TERMINATION OF MEMBERSHIP

A Member may resign their Membership in the Club by delivering written notice of resignation to the Club in accordance with the Membership Plan and Rules and Regulations. Notwithstanding any resignation, suspension or termination for Membership, Premier or Corporate Members shall remain liable for any amounts unpaid on the Member's Club Account or any other amounts owed to the Club, Membership dues, assessments and other fees until the resignation has been accepted by the Club and the Membership Deposit has been refunded by the Club.

A Membership may be suspended or terminated by the Club if, in the sole judgment of management the Member:

- a. Fails to meet eligibility for Membership;
- b. Submits false information on the application for Membership or for guest privileges;
- c. Permits his or her Membership Card or Club Account to be used by anyone other than the Member or Member Designate;
- d. Exhibits unsatisfactory behavior, deportment or appearance;
- e. Fails to pay any amount owed to the Club in a proper and timely manner;
- f. Fails to abide by the Rules and Regulations set forth for use of the Club Facilities;
- g. Engages in any other conduct or obligation determined by the Club as appropriate for suspension or termination of Membership; or



- h. Fails to prevent or control his or her guests and family members from engaging in conduct that would be cause for suspension or termination of a Member.

The Club may at any time restrict or suspend, for cause or causes described in the preceding paragraph, any Member's rights to use any or all of the Club Facilities. No such Member shall on account of any restriction or suspension be entitled to any refund of any Membership Deposit, annual 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.

A Member will be provided with written notice of any disciplinary action, and given an opportunity to show cause why club management should not discipline the Member according to these Rules. If the Member desires a hearing, a written request for a hearing must be made to the general manager within five (5) days after the date of the Club's notice to the Member of the proposed action. Upon receiving a written request for hearing, the Club will set the time and date, which will not be less than five (5) days after the request. While the Club considers the complaint, the Member will enjoy all Membership privileges to which they would be entitled prior to the complaint.

Notwithstanding suspension or termination of Membership, the Member will remain liable for any accounts unpaid or due to Stewart Creek Golf & Country Club. Such Member will also not be entitled to a refund of any part of the dues and fees paid by the Member or the Club.

Any Member of the Club who has had his or her Membership terminated for any reason, other than the failure to meet eligibility requirements for Membership, may not again be eligible for Membership nor admitted to use the Club Facilities under any circumstances.

8. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Member, as a condition of Membership, and each guest as a condition of invitation to the Club Facilities, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities.

To the extent permitted by Alberta Law, any such personal property which may be left in or on the Facilities for six (6) months or more without payment of storage thereon, if required, may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall belong to the Club.

No person shall remove 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 and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Member, or any guest or family member of the Member. The cost of such damage shall be charged to the Member's Club account who was responsible.

Any Member, designate, family member of a 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, or who engages in any contest,



game, function, exercise, competition or any 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, his or her family Members and guests shall hold Stewart Creek Golf & Country Club and its Members, directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability of a Member, from any act or omission, whether due to negligence or otherwise.

9. GRATUITIES

For all food and beverage services at the club, it is up to the individual Member to decide whether a gratuity should be considered as part of the bill following outstanding service. A "No Tipping" policy for Members' club cleaning is in place at the Club, this is a complimentary service provided for Members and their guests following each round of golf.

It is customary for the Club to send a letter providing an opportunity for all Members to contribute a suggested contribution to a holiday fund for all Club employees. Payment of such contribution will be voluntary and will be included with the Members November account statement. This holiday fund provides the Members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for distribution of these funds.

10. CHILDREN

Children under twelve (12) years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult, unless otherwise permitted by management. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult as per the Liquor and Gaming laws of the Province of Alberta.

11. ATTIRE

It is expected that Members will choose to dress in fashion befitting the surroundings and atmosphere provided in the environment of the Club. It is also expected that Members will advise their guests of the dress requirements. Gentlemen and Ladies are requested to dress in a fashion compatible with the appropriate occasion. Casual attire (appropriate for golf) is permitted in the Clubhouse. Proper golf attire includes:

GENTLEMEN/BOYS

Collared golf shirts, turtle necks or mock turtle neck shirts worn with tailored shorts. Shorts must fall between the mid-thigh and the kneecap and are required to be accompanied by properly worn golf socks, sockettes or knee highs. Golf shoes with soft spikes are recommended but runners are acceptable if clean and in good repair.



LADIES/GIRLS

Tailored blouses or golf shirts may be worn with tailored slacks, golf skirts or tailored shorts, tucked in where applicable. Shorts must fall between the mid-thigh and the kneecap and are required to be accompanied by properly worn golf socks, sockettes or knee-highs. Golf shoes with soft spikes are recommended but runners are acceptable if clean and in good repair.

Unacceptable golf attire includes: metal golf spikes, and denim fabric, cargo pants/shorts, caps worn sideways or backwards, apparel that leaves the midriff exposed, apparel displaying non-golf related promotional material or wording, clothing deliberately designed to be oversized (grunge clothes) and/or sloppy.

This dress code is mandatory for all play. Improperly dressed golfers will be asked to change before playing. If you are in doubt concerning your attire, please check with the Golf Shop.

The dress standards of the Club may be changed or waived by Club Management for special activities and functions.

12. GUEST PRIVILEGES

Guest privileges may be extended to guests of Members subject to applicable guest fees, charges, and Rules and Regulations established by management. Although it is the intention of the Club to accommodate guests without inconvenience to the Members, the Club reserves the right to limit the number of guests that accompany a Member on any given day. Guest privileges may be denied, withdrawn or revoked at any time for any reason considered sufficient by management in its sole discretion.

Management may establish Rules restricting the number of times a particular guest may use the Golf Course in its sole discretion.

Guests will be entitled to use the Club Facilities only in accordance with the privileges of the category of Membership of the sponsoring Member upon payment of daily fees where applicable.

All guests must be accompanied by the sponsoring Member when using the golf facilities or any other Club Facilities. Guests may only receive the Members' guest rate when accompanied by the Member unless otherwise determined by management.

The Club may limit guest privileges in its sole and absolute discretion. The Club will give notice of such limitation.

13. LEAVE OF ABSENCE

The intent of the Leave of Absence policy is to allow someone who is temporarily unable to use the Club, due to injury or illness, the opportunity to get back into the Club without losing his or her status as a Member in good standing.

A leave of absence is granted for a minimum of one year for doctor-supported health reasons. All health leaves must be supported by a written letter from the Member's physician.



Leaves of absence are not considered for more than two years. After two one-year leaves have expired, the Membership must be reactivated or it will be terminated. If the Member wishes to be activated within the leave of absence time prior to a year being up, he or she must pay back dues before activation.

All Membership privileges (Club services, range, tournament play, etc.) are suspended when the leave of absence becomes effective. In order to maintain their Membership in good standing, Members on a leave of absence must pay a monthly maintenance fee for each month of the leave of absence that is to be determined by the Club management at its sole discretion from time to time.

During a leave of absence, the Club may consider passing on the Member privileges to a third party for payment of the applicable annual dues and fees.

SECTION II

14. GENERAL GOLF RULES

- a. The Rules of Golf as adopted by the R.C.G.A., together with the Rules of Etiquette as adopted by the R.C.G.A. shall be the Rules of the Club, except when in conflict with Local Rules or with any of the Rules and Regulations herein.
- b. All players must check in with the golf shop. "Cutting-in" is not permitted at any time without the approval of the golf shop.
- c. Practice is not allowed on the Golf Course. The practice range and practice putting green should be used for all practice.
- d. "Speed of Play": If a foursome or other group of players fails to keep their place on the course and loses more than one (1) clear hole on the players ahead, the group must allow the following group to play through. The same must be done when searching for a lost ball. No more than five (5) minutes should be used to search for lost balls.
- e. All players who stop after playing nine (9) holes for any reason must obtain permission from the starter of the Golf Shop to resume play.
- f. Management must approve all tournament play in advance.
- g. Enter and leave bunkers at the nearest level point to the fairway. Smooth sand over with a rake upon leaving.
- h. Repair all ball marks on the green.
- i. Repair all divots.
- j. Ball hawking is not allowed on the course at any time.
- k. Each player must have his or her own set of golf clubs.
- l. If lighting is in the area, a siren will be sounded and all play shall cease and players should head to the nearest shelter or clubhouse.
- m. "Discontinued Play Policy": If the golf course is deemed to be unplayable, a rain check or refund will be issued to the customer. The rain check or refund amount will be prorated based on the number of holes played before the course became unplayable.



- n. The Club may close the Golf Course to general play during adverse weather conditions, when necessary maintenance of the Golf Facilities is required, when the course could be damaged by play, when it is deemed necessary by management due to wildlife or environmental concerns, when golf tournaments and promotional events, if any, are held at the Club.
- o. Jogging or recreational walking is not permitted on the Golf Course while the course is open without the permission of the general manager.
- p. The use of cellular telephones should be kept to a minimum both on the golf course and in the clubhouse area.
- q. No beverage coolers are permitted on the course unless provided by the Club.
- r. Twosomes may play at the discretion of the golf shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way, but shall let twosomes play through at the first convenient opportunity.
- s. Twosomes and singles may be grouped together with other players, if available, at the discretion of the golf shop.
- t. Groups of five (5) or more players shall only be permitted on the Golf Course with the permission of the golf shop.
- u. Junior golf play will be at the discretion of the golf shop, subject to playing ability and play conditions.
- v. Only soft spike golf shoes are permitted.
- w. Members are expected to insure that their family Members and guests adhere to such rules.
- x. Stewart Creek Golf & Country Club enforces “ready golf”.

15. TOURNAMENTS

The Club reserves the right to close the course to host outside tournaments at the discretion of the general manager.

Member sponsored tournaments will be allowed at the discretion of management.

16. PROMOTIONAL USE

Management reserves the right to designate other persons, including without limitation, persons who are employees of management and prospective Members to use the Club Facilities upon such terms and conditions as may be determined by management.

17. HOURS OF PLAY

The hours of play and golf shop hours shall be posted in the golf shop. The golf shop shall determine when the Stewart Creek Golf Course is fit for play.



18. BOOKING POLICY

Members are able to book golf tee times for the season beginning February 15th of each calendar year. While the course is in transition from a public to a private facility, management will continue to reserve blocks of tee times for Members and will hold these blocks of tee times open for Members until forty-eight (48) hours in advance of the tee times.

19. GOLF STARTING TIMES

All players must have a starting time reserved through the golf shop. The staff shall assign the starting time depending on availability. The golf shop must approve starting time changes.

20. CANCELLATION POLICY

All tee time cancellations must be made not less than forty-eight (48) hours prior to starting time or Members will be invoiced for the round at the guest rate set by management in the sole discretion of management.

21. REGISTRATION

All Members and guests must register in the golf shop before beginning play and all Members shall present their Member identification at registration. Players late for their starting time may lose their right to the starting time and shall begin play only at the discretion of the starter or the golf shop.

22. PRACTICE RANGE

- a. The practice range is open during normal operating hours as posted in the golf shop. The practice range may be closed for general maintenance from time to time at the Club's discretion.
- b. Range balls are for use on the practice range. Range balls may not be used on the golf course.
- c. Balls must be hit from designated areas.
- d. Proper golf attire is required at all times on the practice range.

23. GENERAL GOLF CART RULES

- a. A Member or guest on the Club Facilities without proper assignment and registration in the Golf Shop shall not use golf carts.
- b. Golf carts may only be used on the golf course when the course is open for play.
- c. Each operator of a golf cart must be at least sixteen (16) years of age and have a valid automobile driver's license.
- d. Obey all golf cart traffic signs.
- e. Stewart Creek Golf & Country Club will employ the "90° rule" or "scatter rule" for golf cart traffic as course conditions permit.
- f. Never drive a golf cart through a hazard.



- g. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged shall be charged to the person who is responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the person or his or her guests and shall reimburse the Club and or any operator of the Club for any and all damages the Club may sustain by reason of misuse.
- h. Each person using a golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart. The person also expressly indemnifies and agrees to hold harmless the Club and its affiliates, employees, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the person's use and operation of the golf cart.
- i. "Course Closed" or "Hole Closed" signs are to be adhered to without exception.
- j. No private golf carts will be allowed on the course.
- k. Violations of golf cart rules may result in loss of playing privileges.

24. HANDICAPS

Handicaps are computed under the supervision of the golf shop in accordance with the current R.C.G.A. Handicap System.

All Members and their guests with an R.C.G.A. approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed and modified by the golf shop.

25. GOLF COURSE ETIQUETTE

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the club. Consult the Rules of Golf handbook or ask the golf shop staff for ideas to promote proper etiquette.

26. GENERAL FITNESS RULES

All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's facilities as determined from time to time.

It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical and psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the Member from using the fitness facilities, equipment or amenities or engaging in exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not or continue to be true.

Regular operating hours will be posted in the locker rooms and on the website.