



**2022 MAGNOLIA POINT  
GOLF AND COUNTRY CLUB**

**MEMBER HANDBOOK**

## Preface

Welcome to Magnolia Point Golf and Country Club! Whether you reside inside the gate or out, we value your patronage and hope you come to think of your Club as your home away from home. We would be happy to give you and your family a tour of the facilities!

Our friendly, professional staff is here to serve and assist you in any way we can. We can help with everything from a special dinner for two to a banquet for a hundred or more. Please contact our Special Events Coordinator for information or to book the use of our facilities for your special celebration, group or event.

If you are a Magnolia Point resident or property owner, you already have access to the clubhouse and amenities including the restaurant, pool and tennis courts. By completing a short membership application, you can maximize your club experience by adding these valuable membership benefits:

- 1) An account at the Club with charging privileges for you and your family.
- 2) Discounts on select food, house wine, well drinks and domestic beer.
- 3) Special member-only discount pricing on select pro shop merchandise.

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## **SECTION I -- CONTACT INFORMATION**

**Clubhouse Phone - (904) 269-9276**

**Tee Times/ Pro Shop** Ext. 1

**Director of Golf** Ext. 1

**General Manager** Ext. 2

**The Pub** Ext. 3

**Director of Food & Beverage** Ext. 3

**Special Events Coordinator** Ext. 4

**Membership Account Director** Ext. 6

**Tennis Pro Shop** Ext. 8

**Mailing address:**

**Magnolia Point Golf & Country Club**

**3670 Clubhouse Drive, Green Cove Springs, FL 32043**

**Please visit our website, [www.magnoliapointgolfclub.com](http://www.magnoliapointgolfclub.com) or follow us on Facebook: Magnolia Point Golf and Country Club, and Instagram: @MagnoliaPointGolfClub.**

## STANDING RULES AND REGULATIONS

### SECTION II -- GENERAL CLUBHOUSE RULES

1. **HOURS:** The Club's hours of operation will be established and published by the Club considering the season of the year and the specific location (Golf Shop, Crystal Dining Room, The Pub, pool etc.).
2. **DRESS CODE:** Appropriate and tasteful golf and tennis attire is recommended in the Clubhouse. Casual attire is acceptable for all dinners and social functions in the Crystal Dining Room unless special occasions specify otherwise. Hats are to be removed in the Crystal Dining Room for all evening events. Hats and jeans are permitted in The Pub at all times unless otherwise specified for a special event.
3. **SMOKING:** Smoking and the use of e-cigarettes is not permitted in the buildings at any time.
4. **ALCOHOLIC BEVERAGES:** Alcoholic beverages may not be brought into the premises by members, guests or outside groups. If prior arrangements have been made with management to bring in wine for a special event, corkage fees will be charged on any alcohol brought into the Club property. Alcoholic beverages will not be served to any person deemed to be inebriated, or who fails to have proof of age in accordance with Florida law. We reserve the right to refuse alcohol service at any time.
5. **SALES TAX AND SERVICE FEES:** The Club will automatically add the applicable State Sales Tax. A service fee may be added to event food and beverages purchases. Service fees are calculated on the pre-discount, pre-tax subtotal.
6. **CALENDAR:** The monthly calendar of upcoming activities is sent via email each month and available on the club's website. The Club may require reservations for these activities and availability is on a first come, first served basis.
7. **CANCELLATIONS:** Members that cancel their reservations 24 hours or less for "special events" will be charged 50% of the event fee if the reservation cannot be filled..
8. **PARKING:** Golf carts and cars are encouraged not to park in or adjacent to the main entrance to the club or the curved Club driveway leading to the Club. The drive is a designated fire lane and the lower cart parking lot is across from The Pub side entrance. Parking on the grass and walkways to The Pub is prohibited.
9. **INTERACTION WITH CLUB EMPLOYEES:** While compliments to Club employees are welcome, it is unbecoming for any member or guests to abuse or harass employees verbally or in any other way. Members shall not discipline or reprimand an employee, nor ask an employee to leave the Club's premises for any reason whatsoever. Members should speak to a Club manager regarding employees who did not render prompt and courteous service.
10. **SERVICE AREAS:** Members, guests and visitors are not permitted in the service areas of the Club, e.g., kitchen, storage rooms, behind the bars.
11. **RESTRICTED USE:** Use of the Club's facilities may be restricted or reserved from time to time for outside activities.
12. **LANGUAGE:** Courteous and appropriate language is expected at all times on Club property.

13. **SIGNS/FLYERS:** Except as permitted by the Club, no commercial advertisements shall be posted or circulated at the club facilities, nor solicitations of any kind be made on the Club premises.
14. **LIABILITY FOR DAMAGE:** Each Member is liable for any damage to any of the Facilities or any person caused by the Member and his or her family or guests. Persons playing on the golf course are expected to respect the rights of persons owning property adjacent to the golf course. Personal injury or property damage caused by a golf ball is the sole responsibility of the golfer striking the ball. The Club is not responsible for such damage. In the event of such damage, the golfer should attempt to contact the homeowner at the time of the incident. If this is not possible, the golfer should report the incident to the golf shop upon completion of play. Failure to do so will constitute a violation of the Club's Standing Rules and Regulations and may be grounds for disciplinary action.

### SECTION III -- GOLF COURSE RULES

1. **REGISTRATION:** All members and guests must register with the Golf Shop to play golf. All golfers are required to present proof of purchase to the starter, including being checked in via the club provided IPAD.
2. **STARTING TIMES:** Golfers may not play the course unless they have an assigned starting time. Members can obtain a starting time from the Golf Shop in advance either in person, telephone, or through the website: [www.magnoliapointgolfclub.com](http://www.magnoliapointgolfclub.com), or select third-party online portals. Reserved tee times that go unused may be subject to a no-show fee. Please cancel reserved tee times 24 hours in advance to avoid any no-show charges.
3. **RULES OF PLAY:** U.S. Golf Association (USGA) rules govern all rules of play unless modified by local rules or the Men's or Ladies Golf Associations for a specific event. All golfers are required to start their round on the first hole, unless they have been otherwise directed by the Golf Shop. Fivesomes are not permitted unless approved by Golf Shop staff. The Golf Shop will reserve the right to pair up golfers on any busy day.
4. **DURATION:** Players are encouraged to complete their round in 4 hours and 15 minutes or less.
5. **ATTIRE:** Appropriate golf attire is required on the golf course and practice facilities. No T-shirts, cut-offs, tank-tops, denim shorts or denim slacks are permitted. Shorts are to be of modest length. Members are responsible for their guests. The Golf Shop staff may revoke playing privileges for violations.
6. **PLAYING THROUGH:** Groups of less than four players should not expect to play through groups that are playing at the expected 4 hour and 15 minute pace of play.
7. **SHOES:** We are a spikeless facility.
8. **WALKERS:** Use of a golf cart is required at all times. Walking is permitted for Juniors 15 years and under after 3PM.
9. **GOLF CARTS:** The Club provides an annual contract (see p. 13-14) for resident cart owners. Only registered golf carts with a copy of valid insurance on file at the club, are permitted on the course. A current sticker must be displayed on the lower panels below the seats, on both sides of the cart. Three types of stickers are currently available, Full-Trail, Partial-Trail, and Resident stickers. The Resident

sticker is for residents, members or non-members who want to use their personal cart instead of one of the rental fleet, without a prepaid trail plan.

Proof of liability insurance coverage for the operation and ownership of the private cart with policy limits equal to at least \$100,000.00 personal injury per occurrence and \$100,000.00 property damage coverage is required in order to obtain or renew any type of cart sticker. Members and guests are responsible for all damage caused by any driver of a personal cart or one of the fleet carts, and are subject to charges being assessed for such damage. The Club has the same golf cart operator policy as the community association.

A valid driver's license is necessary for operation of club-owned golf carts. Youngsters (no license) are specifically prohibited from driving club owned golf carts.

10. **DRIVERS of GOLF CARTS:** Golf cart drivers must obey directional signage posted on the golf course. Drivers will not drive their carts within 30 feet of any tee box, green, or bunker.
11. **WHO MAY RIDE:** Authorized family members who own a private golf cart and have paid for an Annual Trail Fee sticker, may ride with another authorized private golf cart owner at no additional charge. Both golfers must have a cart plan; partial cart fees may apply.
12. **RIDING IN A CLUB FLEET CART:** All members and guests, including those who own an authorized private golf cart, must pay the required cart fee whenever they ride in a club-owned golf cart.
13. **GOLF CART CAPACITY:** One driver, one passenger, and two golf bags are the designated limitations.
14. **DISABLED MEMBER CART:** If a member needs towing of a private cart while on the golf course grounds, contact Golf Shop for available assistance.
15. **JUNIOR PLAY:** Access to the golf course for play by junior golfers (17 and under) is subject to the discretion of the Golf Shop. Juniors may not play the course before NOON unless they have an established handicap, are accompanied by a responsible adult, and obtain permission from the Golf Shop. All Junior golfers will be responsible for any applicable fees in association with Club fee scheduled policies.
16. **RANGERS:** Golfers must observe and obey all directions issued by course rangers. Club Management has the authority to terminate the round of any golfer for just cause. Rangers are instructed to observe the pace of play on the course and, if necessary, advise golfers who have slowed down to regain their position in relation to the group ahead of them.
17. **PRACTICE:** Practice on the golf course, other than permitted during play by USGA rules, is prohibited, unless in designated areas.
18. **DRIVING RANGE:** Range balls are available in the Pro Shop. Individual and Family range plans are available. Annual Plans may be pro-rated if purchased mid-year and are automatically renewed on January 1st unless canceled. Golf members may purchase *monthly* range plans, if desired.
19. **USE BY NON-GOLFERS:** All non-golf activities on the golf course and cart paths are prohibited, including, but not limited to, jogging, bicycling, skating, walking dogs, and non-golf related travel in golf carts. No fishing is permitted from the active golf course or adjacent areas.

20. **PETS:** Pets are not allowed on the Golf Course, or in the Clubhouse, unless assisting the disabled, or where authorized by Club Management. We do allow pets outside of The Pub while dining at the facility.
21. **LOST ARTICLES:** The Club is not responsible for articles, equipment, or golf carts left anywhere on golf course property.
22. **VIOLATION of RULES and REGULATIONS:** Members and Employees are requested to report any violation of rules and regulations to Management.
23. **TRESPASSING:** Club trespassing rules are in accordance with Florida Law.
24. **HAZARDOUS WEATHER CONDITIONS:** All players are responsible for their own safety during hazardous weather conditions and those who continue to play do so at their own risk. While the Club will attempt to warn users when conditions dictate, under no circumstances shall the Club, the owners, officers, employees, representatives or agents, be held liable for failing to warn users of hazardous weather conditions or the need to vacate the course.

#### SECTION IV -- TENNIS RULES

1. **COURT RESERVATIONS:** Will be made online at [MagnoliaTennis.TopDogLive.com](http://MagnoliaTennis.TopDogLive.com), for more information please contact the Tennis Director.
2. **PRIORITIES:** Tournaments, team events, and advertised Club events take priority over all court reservations. A tentative list of monthly events will be given out at the annual tennis meeting and relayed to all parties at the necessary time.
3. **TEAM PRACTICE:** Organized teams will be allotted a one and a half hour practice session on two courts each week. When there are no other reservations, teams may use all of the available courts. Team matches take priority over team practices.
4. **JUNIOR PLAYERS:** Junior players (17 and younger) are welcome to play. Adult players take priority over junior players. Team practices take priority over junior players.
5. **LESSONS:** Supplied by the Tennis Pros exclusively.
6. **ATTIRE:** Appropriate tennis attire is required. Shirts and Tennis shoes are required at all times.
7. **SHOES:** Soft soled tennis shoes are required. Running shoes are prohibited. Barefoot at any age is prohibited.
8. **USE OF COURTS:** Courts are closed daily from approximately 12:30 p.m. to 2:00 pm for watering and court maintenance. Courts may not be used when wet, while under repair, or when directed by the Tennis Pro or other club management.
9. **CLOSED COURTS:** When designated "Courts Closed" signs are placed on the courts, they are not to be used. Please heed posted notices.



10. **GUEST FEES:** Apply to all guests with a member present. Guests without a member present will pay a non-member-non-guest fee. If the Tennis Pro is not available for fee collection, please remit payment in the Golf Pro Shop.
11. **HAZARDOUS WEATHER CONDITIONS:** The tennis courts and surrounding area will be closed during inclement weather. All users are responsible for their own safety during hazardous weather conditions. While the Club will attempt to warn users when conditions dictate, under no circumstances shall the Club, the owners, officers, employees, representatives or agents, be held liable for failing to warn users of hazardous weather conditions or the need to vacate the tennis courts.
12. **HIGH SCHOOL TENNIS:** Magnolia Point donates use of our tennis courts to the Clay High School Tennis Team each year beginning in mid-January through May. Courts are reserved from 2-4 p.m. Monday through Friday and there are usually matches on Monday, Wednesday, and Friday. During team practices, there will be two courts available for member and/or Club Pro use.

## **SECTION V -- POOL RULES**

1. **GUESTS and GUEST FEES:** All Members and guests must check in at The Pub before entering the pool area. Out-of-town/overnight guests are exempt from guest fees. Members must accompany their guests, and must pay guest fees for their outside guests using the pool or pool deck.
2. **DRESS:** Swimmers and sunbathers must wear appropriate bathing attire. Restrooms in the lower area of the clubhouse are available for complete bathing suit changes. Men and women are required to wear shoes, cover-up or shirt when entering the clubhouse from the pool area.
3. **CHILDREN:** Adults must accompany children under the age of 14 at all times. All infants and toddlers are required to wear swim diapers in the splash pad area.
4. **CONDUCT:** Running and rough play in and around the pool area is prohibited. Bikes and skateboards are also prohibited. Refrain from foul or undesirable language.
5. **DECK CHAIRS:** Deck chairs are reserved for adults during the busy pool hours. Adults have priority during busy pool hours.
6. **LITTER:** Members and guests are requested to help keep the pool free of litter.
7. **FOOD AND DRINKS:** The Pub, Crystal Dining Room and the Pro Shop snack bar are available for drinks or carry out food. All outside food, beverages, and personal coolers and drink containers are prohibited.
8. **GLASS CONTAINERS:** Glass and other breakable containers are not permitted in the pool area.
9. **PETS:** Pets are not permitted in the swimming pool area.
10. **LARGE GROUPS:** The pool is available for private group pool parties. Please see our Special Event Coordinator for details.
11. **FLOTATION DEVICES:** Currently flotation devices are allowed in the non deep area of the pool. Footballs and balls in general will be discouraged as the pool receives more use by members.

12. **LIFEGUARDS:** No lifeguard is on duty. Children under age 14 cannot be at the pool without an adult. Members and guests use the pool facilities at their own risk.
13. **ILLNESS:** Persons are not permitted in the pool if they have a cold, cough, fever, infection of any kind, skin rash, inflamed eye(s), or are wearing bandages.
14. **HAZARDOUS WEATHER CONDITIONS:** The pool and surrounding pool area will be closed during inclement weather. All users are responsible for their own safety in the pool and pool area during hazardous weather conditions. While the Club will attempt to warn users when conditions dictate, under no circumstances shall the Club, the owners, officers, employees, representatives or agents, be held liable for failing to warn users of hazardous weather conditions or the need to vacate the pool area.

## **SECTION VI -- CLUB POLICIES**

1. Membership is not an investment in the club, nor does it provide an equity or ownership interest in the Club Facilities which are owned solely by the Club. Membership does not confer any member a vested right or easement to use the club facilities.
2. The Club reserves the right, in its sole and absolute discretion to terminate all or any memberships with or without cause, to modify the Rules and Regulations, to discontinue operation of any or all of the Club's facilities, to sell or otherwise dispose of any or all of the Club Facilities in any manner whatsoever and to any person whomsoever, to convert the Club to a member-owned club and make any other changes in the terms and conditions of membership or the clubs facilities available for use by members. A member only acquires a revocable license to use the Club Facilities.
3. The Club reserves the right, in its sole and absolute discretion, to restrict or to otherwise close or reserve the Club Facilities for maintenance, tournament play and other special events from time to time.
4. No person shall remove any items from the room in which it is placed, or from the Club Facilities, any property or furniture belonging to the Club without proper authorization. Every member shall be liable for any property damage and/or personal injury occurring on the Club facilities, 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 such members. The cost of damage shall be charged to the member's club account.
5. Any member, guest or other person who in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club including, without limitation, golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off Club Facilities, shall do so at their own risk, and shall release and hold the Club, or its management company and their directors, officers, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by such person, resulting therefrom and/or from any act or omission of the Club employees, representatives or agents (except as allowed by Florida Law). Any member shall have, owe, and perform the same obligation to the Club and the management company and their directors, officers, employees, representatives and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of the member.

6. SUSPENSION or TERMINATION (Including but not limited to the following): A MEMBER/PERSON...

Submitted false information on the Application for membership.

Permitted an account to be used by anyone other than the member, without prior Club Management approval.

Exhibits unsatisfactory behavior, conduct or appearance.

Fails to pay any amount owed to the club in a timely manner.

Exhibits a negative attitude and/or makes comments deemed to be detrimental to the positive environment of the Club.

Fails to abide by the Rules and Regulations.

Treats employees or members of the Club in an unreasonable or abusive manner.

The Club may at any time, restrict, suspend, or terminate for cause or causes described in the preceding paragraph, and Standing Rules and Regulations, any member's rights to use any and all of the Club Facilities. 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.

Notwithstanding termination or suspension of a membership, a member shall remain liable for any and all amounts owed to the club and will not be entitled to a refund of any initiation fee, membership deposit, dues or fees previously paid to the Club and will not be relieved of any obligations to the Club.

Any member whose membership has been terminated for any reason shall not again be eligible for membership for the period of one year. They are also no longer entitled to be a guest of another member. Re-applications may be submitted and subjected to current fees and dues.

7. The Club Owners reserve the right to refuse business to any person at any time for any reason.

## SECTION VII - MEMBERSHIP CATEGORIES

A family is defined as two adults living under the same roof and any unmarried children, under the age of 25, who reside at home or attend school on a full time basis. Individual memberships are restricted to one person, with the exception of dining privileges. NOTE: Magnolia Point Residents have unlimited access to the pool & tennis courts. All Memberships include 10% off Pro-Shop Merchandise. Well Drinks, House Wine, Domestic Beer and Food. Excluding Events.

### Type of Membership

<b>Family Unlimited Golf</b>	A family membership with unlimited golf and clubhouse privileges. Golf Cart Fees are NOT included.
<b>Individual Unlimited Golf</b>	An individual membership with unlimited golf and clubhouse privileges. A spouse or child is subject to all guest fees. Golf Cart Fees are NOT included.
<b>Blue Tee Golf</b>	Membership with fifteen, 18-Hole rounds of golf per month and clubhouse privileges. Rounds may be used by one or two adults living at the same address and any round may be split into two 9-round greens fees. Golf Cart Fees are NOT included. Rounds played in excess of fifteen are subject to additional fees.
<b>White Tee Golf</b>	Membership with nine, 18-Hole rounds of golf per month and clubhouse privileges. Rounds may be used by one or two adults living at the same address and any round may be split into two 9-round greens fees. Golf Cart Fees are NOT included. Rounds played in excess of nine are subject to additional fees.
<b>Corporate Unlimited Golf</b>	A corporate membership with unlimited golf and clubhouse privileges for up to five members who work in a verifiable business. List of authorized members may be revised once per quarter. Golf Cart Fees are NOT included. Tennis and Pool access may be included for an additional fee.
<b>International Unlimited Golf</b>	This membership is for six months per year, not necessarily in succession. To qualify, your primary residence must be outside the United States. Includes unlimited golf and clubhouse privileges for an individual or family. Golf Cart Fees are NOT included.
<b>Snowbird Golf</b>	Your primary residence must be outside the state of Florida. This membership is dues-free during your "away" months and you will be billed for whichever golf membership you choose for your months "here" at Magnolia Point.
<b>Non-Resident Out-of-Town Golf Membership</b>	Required Annual Fee. When here, pay only guest fee rates for golf, pool, and tennis. Also includes unlimited use of the clubhouse with no food minimum. Must live outside of a 50 mile radius from Magnolia Point.
<b>Non-Resident Social Family</b>	A family membership with unlimited tennis, pool, and clubhouse privileges. Optional Annual Golf Range and Practice Facilities Plan available. Pool and tennis guest fees apply to non-members. No food minimum at this time. Memberships are for 6-month or 1-year terms, early cancellation will be subject to a \$100 reinstatement fee.
<b>Non-Resident Social Individual</b>	An individual membership with unlimited tennis, pool, and clubhouse privileges. Optional Annual Golf Range and Practice Facilities Plan available. Pool and tennis guest fees apply to non-members. No food minimum at this time. Memberships are for 6-month or 1-year terms, early cancellation will be subject to a \$100 reinstatement fee.

## Additional Member Account Policies

Categories	The Club reserves the right to add/delete or modify the categories of membership at its discretion.
Food Minimums	Some memberships are subject to a food minimum which will be determined by Club management. Sales Tax and Gratuity are not applied towards food minimums.
Changes/ Cancellations	All changes to or cancellation of any Membership must be received in writing at least 30 days prior to the effective date of the change or cancellation. Monthly charges will not be “prorated” for canceled memberships. \$450 Reinstatement fee may apply for Golf Memberships
Renewal	Memberships are automatically renewed by the Club at the beginning of each New Year unless a member submits a 30-day resignation letter. The Club reserves the right to terminate/not renew any membership.
Golf Upgrades/ Downgrades	Family Golf Members have the opportunity to downgrade their membership to an Individual Golf Membership one time without any additional fees or charges. \$100 per further adjustment going forward.
Social to Golf Upgrades	To upgrade from Social to Golf Membership the first time is no charge. \$100 per further adjustment going forward.
Payment of Dues and Charges	Monthly statements are closed on the last day of each month and are sent electronically via email at the beginning of the following month. If requested, a printed copy may be picked up at the clubhouse after the 1 <sup>st</sup> . Payment is due and must be received at the Club by the 12 <sup>th</sup> of the current month. Late fees/finance charges will be applied to past due balances. Notwithstanding the foregoing, the Club may deny charging privileges and request cash payment at time of service. Payment for special events/private parties etc. is due on or before the date of service.
Frequent Delinquency	Any membership which becomes frequently delinquent (more than 55 days past due) TWICE in any 12-month period shall be revoked and or suspended; however, such revocation or suspension shall not prejudice or affect in any manner the right of the Club to use all legal remedies necessary to collect such delinquent indebtedness. Any costs or fees associated with the collection of delinquent accounts including fees resulting from returned checks etc. will be charged to the member.

## Section VIII

**2022 Schedule of Fees and Dues**  
**Applicable Sales Tax will be added to all Dues & Fees**  
**All Dues & Fees are Subject to Change at Any Time**

<b>Dues</b>			
	Family Unlimited Golf Membership	\$ 535	per month
	Individual Unlimited Golf Membership	\$ 400	per month
	Resident Blue Tee Golf Membership *	\$ 285	per month
	Resident White Tee Golf Membership *	\$ 225	per month
	Resident Red Tee Golf Membership	\$ 200	per month
	Non-Resident Blue Tee Golf Membership	\$ 185	per month
	Non-Resident White Tee Golf Membership	\$ 125	per month
	Non-Resident Red Tee Golf Membership	\$ 100	per month
	Club Member	\$ 150	per year
	***add tennis & pool privileges to Golf Membership	\$ 50	per month
	Non-Resident Social Membership - Family	\$ 70	per month
	Non-Resident Social Membership - Single	\$ 60	per month
<b>Golf Cart Fees</b>			
	18 Holes	\$ 21	
	9 Hole	\$ 10.50	
<b>Range Plan Fees</b>			
	Family Annual Plan	\$ 475	per year
	Family Monthly Plan	\$ 45	per month
	Individual Annual Range Plan	\$ 400	per year
	Individual Monthly Range Plan	\$ 40	per month
<b>Golfer Handicap Fees</b>			
	Golf Members	\$ 25	per year
	Residents	\$ 30	per year
	Non Members	\$ 50	per year
<b>Member Guest Fees (Tennis Court / Pool)</b>			
	Tennis Court or Pool Member Guest Fee (All ages)	\$ 5	Res / per day
	Tennis Courts and Pool Non-member fee	\$ 10	Res / per day

## SECTION IX

## MAGNOLIA POINT GOLF & COUNTRY CLUB PRIVATE CART CONTRACT

The right to use privately owned golf carts on the golf course is currently granted by Magnolia Point Investment, LLC (hereafter called Magnolia Point Golf & Country Club or "Club,") and may be limited or revoked at its own discretion at any time.

Privately owned carts must comply with the appearance and other standards as stated in this agreement.

### CONDITIONS OF THE CONTRACT

1. Resident memberships options are offered for private cart owners (\*):
2. Guests will pay appropriate guest cart fees and green fees.
3. Private cart owners must complete and sign this trail fee agreement and provide information on liability insurance before being permitted to use their cart on the golf course. Annual cart plan renewal implies continued agreement to comply with these rules and conditions.
4. Private trail fees will be billed on a calendar basis with January 1<sup>st</sup> being the effective date. The annual trail fee is non-refundable.
5. Private carts may be operated ONLY by the member, spouse, or eligible licensed dependents, which are at least 16 years of age with a valid driver's license.
6. Members with private carts may not loan their cart to another member and/or group for use on the golf course without the approval of the Club's General Manager or Golf Professional.
7. Members with private carts must check in with the Pro Shop prior to beginning play. Starting times must be scheduled through the Pro Shop. Golfers must always start play on the 1<sup>st</sup> tee of a designated nine holes as approved by the Pro Shop.
8. A maximum of two riders and two golf bags per cart.
9. Privately owned golf carts shall be driven on the golf course only when the golf course is open to play.
10. Privately owned golf carts must be electrically operated, have an approved roof, have four, turf-friendly wheels, have sand containers, and be the same general color as the carts that are owned by Magnolia Point Golf & Country Club. Cart color and tires are subject to Club approval. Any modifications to the carts must be approved by the Golf Professional in writing before they may be used on the course.
11. In the event that a private cart breaks down on the golf course, Magnolia Point Golf & Country Club reserves the right to tow said cart from the course and assess a nominal towing fee. In such cases, a replacement cart will be provided for the remainder of the golf round only, and the owner will be charged accordingly.
12. Damaged golf carts are not permitted on the course at any time.
13. The Pro Shop, at its discretion, may assign a rider to go with the private cart owner if two qualified golfers are not already using his or her cart.
14. Private cart members will be charged a cart fee when using a Magnolia Point Golf & Country Club rental cart.

\* Cart Stickers may be issued by the Club to Golfers who wish to use their private cart without a resident golf membership. All conditions contained herein apply and a signed cart contract with proof of insurance is required.

Return this page to the Proshop or Admin Office at the clubhouse

### APPLICATION

As a private golf cart owner, I hereby make an application to the Magnolia Point Golf & Country Club Resident Golf Member Program. Upon such application, I agree to meet all the requirements and uphold all the rules stated on page 1, and I further agree:

1. As a participant in the golf trail program at Magnolia Point Golf & Country Club, I agree to hold the Club, its operator, owners, agents, employees, and affiliates harmless as a result of any loss or damage relating to the use of my golf cart.
2. To be held fully responsible for any and all damages caused by the misuse of the golf cart by myself, my dependents, and/or my guests.
3. To reimburse the Club for any and all damages the Club may sustain by misuse, including, without limitation, damage to other golf carts and any property of the Club.
4. To continuously maintain liability insurance coverage for the operation and ownership of the private cart with policy limits equal to at least \$100,000.00 personal injury per occurrence and \$100,000.00 property damage coverage. Such coverage is presently provided by the insurance company and policy listed below.
5. The violation of these rules and regulations may result in revocation of private cart privileges, playing privileges and/or suspension or termination of membership privileges all at the sole discretion of the club.
6. Cart owner/user shall indemnify and hold harmless Magnolia Point Golf & Country Club from and against any and all liability whatsoever from all claims, suits, damages, or the like, including reasonable attorney fees and costs for the defense of any action filed against it, for cart owners use of any golf private cart, including, but not limited to, those that have been modified or built to exceed the normal speed of golf carts rented by Magnolia Point Golf & Country Club.

PLEASE DETACH AND RETAIN PAGE 1 OF THIS CONTRACT FOR YOUR RECORDS. Return this page to the Club.

MEMBER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PRINT MEMBER NAME \_\_\_\_\_

SPOUSE \_\_\_\_\_

MEMBER NUMBER \_\_\_\_\_

DECAL NUMBER  
(Will be issued by Magnolia Point)

ELIGIBLE DEPENDENTS \_\_\_\_\_

\_\_\_\_\_ Date of Birth

\_\_\_\_\_

\_\_\_\_\_ Date of Birth

INSURANCE COMPANY \_\_\_\_\_

POLICY NUMBER \_\_\_\_\_



**Section X**

**APPLICATION FOR MEMBERSHIP**

NAME: \_\_\_\_\_ Birth Date: \_\_\_\_\_ Anniversary Date: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_

SPOUSE'S NAME: \_\_\_\_\_ Birth Date: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ Rent \_\_\_\_\_ Own \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

BILLING EMAIL ADDRESS: \_\_\_\_\_

PRESS RELEASE EMAIL ADDRESS: \_\_\_\_\_

BUSINESS AFFILIATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

ADDRESS & PHONE: \_\_\_\_\_

**UNMARRIED CHILDREN UNDER 25 WHO WILL USE CLUB FACILITIES:**

		Charging Privileges?
NAME: _____	DATE OF BIRTH: _____	YES / NO
NAME: _____	DATE OF BIRTH: _____	YES / NO
NAME: _____	DATE OF BIRTH: _____	YES / NO

OTHER CLUB AFFILIATIONS: \_\_\_\_\_

REFERRED BY: *Name, Address, and Telephone*  
\_\_\_\_\_

CLASSIFICATION / TYPE OF MEMBERSHIP: \_\_\_\_\_

*I/We accept the invitation to join Magnolia Point Golf & Country Club and agree to be governed by the Conditions of Membership as may be amended from time to time at the sole discretion of Club Management and Ownership. By signing below, I/we further acknowledge and understand that I/we assume all liabilities for dues and charges incurred by me, my family, and guests. I/we also agree that monthly statements are payable in full by the 12<sup>th</sup> of each month and understand that finance charges, collection fees, and legal costs may be incurred on past due balances. Changes to or cancellation of Membership must be received in writing at least 30 days prior to the effective date of the change or cancellation with no exceptions. Monthly charges will not be "prorated" for canceled memberships.*

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CHECK ENCLOSED/ATTACHED: YES \_\_\_\_\_ NO \_\_\_\_\_

Approved by: \_\_\_\_\_ DATE: \_\_\_\_\_

Title: \_\_\_\_\_ Member # \_\_\_\_\_