

BY – LAWS
OF
OLDE STONEWALL GOLF CLUB

Established January 2010

TERMS AND CONDITIONS FOR PARTICIPATION IN THE OLDE STONEWALL INDIVIDUAL MEMBERSHIP PROGRAM

These Terms and Conditions apply to your participation in the Individual Membership Program offered by Olde Stonewall. The words *we*, *our*, and *Olde Stonewall* mean Olde Stonewall Golf Club LP doing business as Olde Stonewall. *You* and *your* mean the Individual Membership Program Participant(s) that signed the Application for an Olde Stonewall Individual Membership. The Applicant, together with the Terms and Conditions, is the *Agreement*. The Agreement is the entire agreement with respect to the subject matter hereof and supersedes any previous agreement with respect to the subject matter hereof.

By signing the Agreement and obtaining an Olde Stonewall Individual Membership, you agree to be bound by this Agreement. If you do not wish to accept the terms of this Agreement, you must not accept the rights and privileges as Olde Stonewall Individual Membership Program Participant(s) and must notify Olde Stonewall immediately.

NAME AND ADDRESS

The name of the Club is Olde Stonewall Golf Club and is sometimes hereinafter referred to as the "Club". The address of the Club is 1495 Mercer Road, Ellwood City, PA 16117.

PURPOSE

The objects of this Club are:

- (a) General. To establish or operate grounds and buildings for use as a golf club with related amenities for the recreation, pleasure and benefit of its members, guests, and public patrons.
- (b) Golf Play. To foster, encourage, promote, advance and create interest in the enjoyment of the game of golf. Such objective shall include enhancing respect for the Rules of Golf and encouraging fast play, as slow play needlessly limits the enjoyment of the game by fellow golfers.

GENERAL

Membership shall consist of persons who are invited by and duly approved by the Club. Membership in the Club shall not be transferable, assignable or convertible by any member, nor shall any rights, privileges or powers of the members be transferable, assignable or convertible, except as expressly provided in these By-Laws. The membership of any member who attempts to transfer his membership to any such estate, corporation, partnership, limited liability company, limited liability partnership, agent, family member or other person or entity other than the Club shall have no liability to reimburse such member for said membership. The Club in its sole discretion, without reason or cause, may deny membership to any applicant for membership and, in such event any sums prepaid shall be refunded to the applicant.

NUMBER OF MEMBERSHIPS

The Club shall issue a maximum of one hundred (125) individual memberships in 2017.

MEMBERSHIP FEES AND OTHER CHARGES TO ACCOUNT

Membership fees are \$4,000.00 per calendar year with only a one year commitment. Fees will be paid in one of the following ways:

- Monthly payment plan through October 2016 (March – October \$500.00 per month).
- Pay in 4 installments of \$ 1,000.00 each.
- Pay in Full by March 31st and receive a \$500.00 credit towards guest fees to use at your discretion.

Monthly statements will be sent out the 1st of each month. Any and all charges to the account will be due by the 15th of the month. Any member failing to pay such member's indebtedness to the Club within thirty (30) days from the date of such statement shall be subject to such action as to be determined appropriate by the PGA Professional. The failure of any member to pay membership fees within the prescribed period shall constitute grounds for forfeiture of such member's membership at the Club.

REISSUANCE OF MEMBERSHIPS

The Club is the sole and only authorized entity to accept a surrender of a membership from a resigning, expelled or deceased member. Members may surrender their membership by notifying the Club, in writing, of their "Intent to Surrender" their membership.

NOTICES

Unless otherwise notified, the Individual Membership Program will send all notices to:

Olde Stonewall Golf Club
Attn: Membership
1495 Mercer Road
Ellwood City, PA 16117

CONDITIONS OF ACCEPTING AN OLDE STONEWALL INDIVIDUAL MEMBERSHIP PROGRAM

You shall abide by all Terms and Conditions of this Agreement; abide by all rules and policies pertaining to the use of an Olde Stonewall Individual Membership Program. These shall include, but not be limited to:

- The Olde Stonewall Reservation Policy and Cancellation Policy
- The Olde Stonewall Dress Code

The requirements to initiate an Olde Stonewall Individual Membership, including the minimum initial payment.

PERFORMANCE OF THE PARTIES

By executing this Agreement, the parties agree to assume the following rights, duties and responsibilities:

- (a) Golf - Olde Stonewall Golf Club agrees to allow all participants of the Individual Membership Program access to available tee-time reservations on an unrestricted basis. Members may reserve tee-times 60 days in advance and book groups of 16 or more up to 6 months in advance. This membership runs from January 1 – December 31st. Course will be open with carts a minimum of April 1 – November 30 (weather pending).
- (b) Guest Fees
Primetime - May 1 – October 2, \$100.00 per player, \$75.00 Twilight.
Off season – April 1 – April 30 and October 6 – November 23, \$75.00.
Spouse or Children (under 25) – half price of applicable fee.
- (c) Purchases
Olde Stonewall agrees to extend a discount of 10% off the listed price on merchandise in the Olde Stonewall Golf Shoppe. This discount is non-inclusive of sale items. Items must be purchased by the Individual Member to receive the discount.

Olde Stonewall agrees to extend a discount of 10% off the listed price on all food and beverage (excluding alcohol & banquet) purchases. Only items purchased by the Individual Member or guests charging to member's account are eligible to receive the discount.

(d) Locker Room

Member will receive a personalized locker with key and guests will have locker room privileges at no charge. The Club shall not be responsible for lost or stolen property.

(e) Rain Check Policy

Olde Stonewall agrees to provide rain checks at the discretion of the Olde Stonewall Golf Club Professional Staff in accordance to the Olde Stonewall Rain Check Policy. The existence of *inclement weather* and *uncontrollable circumstances* shall be determined solely by the Olde Stonewall Golf Club Professional Staff.

INDEMNIFICATION

The Individual Member agrees to indemnify and hold harmless Olde Stonewall, its parent, subsidiaries, affiliates, licensees, successors and assigns from and against all damages, losses and expenses including, but not limited to, reasonable attorney's fees and costs, arising from any suit or claim arising or alleged to have arisen of: 1) any goods, services or facilities sold to or used by the Individual Member while on the premises of Olde Stonewall; 2) the negligent or wrongful performance of, or failure to perform, by the Individual Membership, the Individual Membership Program's agents and/or employees, and duties or obligations under this Agreement; 3) the violation or alleged violation by the Individual Membership Program, the Individual Membership Program's agents and/or employees of any laws, regulations or rulings applicable to the Individual Membership Program; and 4) the Individual Membership Program's breach of this Agreement.

TERMINATION OF MEMBERSHIP

The membership of any member of the Club may be terminated by (a) death, (b) resignation, (c) expulsion, or (d) pursuant to other provisions of these By-Laws. Termination of membership shall operate as an "Intent to Surrender" and a release of all right, title and interest, if any, of the member in the privileges, properties and assets of the Club.

In case of termination by death, such death shall not serve, in any way, to relieve the estate of such deceased member for liability for indebtedness incurred by such member prior to, and outstanding at the time of, said member's death, but shall relieve the estate from any future dues, assessments or obligations. Notwithstanding surrender or termination for any reason other than death of a member, members are obligated to pay

all fees with respect to such membership for a minimum of one year from the original date of issuance of such membership to such member.

GUEST PRIVILEGES

Guests of members may be extended guest privileges subject to applicable guest fees, charges and the General Club Rules. Members are responsible for their guests and for all charges made by their guests. No person is permitted to play as a guest from any member more than a combined eight times per month.

FULL RECOURSE

Full recourse means that Olde Stonewall is entitled to payment from the member for amounts due. Olde Stonewall may recoup, deduct and offset such amount from payments to the Program Participant and the Program Participant shall promptly pay Olde Stonewall upon receipt of the invoice. Olde Stonewall shall have the right of Full Recourse if the Program Participant does not comply with the Terms and Conditions of this Agreement.

DISPUTED CHARGES

Any claims, complaints or questions regarding any Charge (*Disputed Charge*) listed on the Corporate Program monthly statement provided by Olde Stonewall must be made in writing to Olde Stonewall Golf Club within 10 days of receipt of the monthly statement. After this time, Olde Stonewall Golf Club will assume that all charges are correct and any debts are valid, and will have Full Recourse to collect those debts.

LIENS

The Club shall have a lien against each membership for any unpaid annual membership and the other charges made by any member of the Club, which lien shall also accrue reasonable attorneys' fees incurred by the club incident to the collection of such annual dues, fees or other charges, or the enforcement of such lien, whether or not legal proceedings are initiated. The said lien may, but need not be, recorded among the public records of the member's county residence, by filing a claim therein which states the name of the member, the number of the membership and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien, shall have been paid. Upon full payment, the member making payment shall be entitled to be reinstated as a member in good standing of the Club and shall be entitled to a satisfaction of the lien to be prepared and recorded at the member's expense. All such liens may be foreclosed by the Club, in any action at law or in equity, or without legal proceedings upon five (5) days prior written notice of intended foreclosure, as may be deemed appropriate by the Club. The Club

may also, at its option, sue to recover a money judgment for unpaid annual dues, fees, or the charges, without thereby waiving the lien securing the same.

No member shall be permitted to create, incur, assume or suffer to exist upon such member's membership any liens whatsoever except to the extent such lien represents a purchase money lien incurred as a result of acquiring the membership.

DISCIPLINE

Any member or any family member or guest of such member whose conduct shall be deemed by the Club to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club, or its members, may be reprimanded, fined, suspended or expelled from the Club. The Club shall be the sole judge of what constitutes improper conduct or conduct likely to endanger the welfare, safety, harmony or good reputation of the Club, or its members.

EXPULSION

Any member of the Club who has been expelled shall not again be eligible for membership nor admitted to the Club's property under any circumstances. An expelled member shall be notified by registered mail and shall forfeit all rights and privileges of membership.

LIMITATION OF LIABILITY

In no event shall Olde Stonewall be liable for any special or consequential damages suffered by the Individual Member, including but not limited to lost profits, resulting from circumstances beyond the control of Olde Stonewall, including an act of God.

TRADEMARK AND SERVICE MARK

This Agreement does not give either party any rights in the other party's name, logo, service marks, trademarks, trade names, taglines or any other proprietary designation (*Marks*) except as specified below, no use may be made of either party's Marks without the prior written permission of that party.

COMPLIANCE WITH LAWS

The Individual Membership Program agrees to comply with all laws, ordinances, statutes, regulations and rules applicable to you.

GOVERNING LAWS

This Agreement will be governed in accordance with the laws of the Commonwealth of Pennsylvania and Olde Stonewall applicable to agreements negotiated, executed and performed entirely in the Commonwealth of Pennsylvania

ASSIGNMENT

The Individual Membership Program may not assign this Agreement at any time.

NO WAIVER

Failure to enforce any Term of Condition of this Agreement shall not be a waiver of the right to later enforce such condition or any other Term of Condition of this Agreement.

CHANGING THIS AGREEMENT

Olde Stonewall has the right to change this Agreement at any time. We will notify you of any change in writing at least 30 days in advance.

CONSTRUCTION

These By-Laws shall be construed under and consistent with Pennsylvania law.

REPEALER

These By-Laws are intended to provide for the entire and complete regulation of Olde Stonewall Golf Club and supersede any by-laws and/or amendments heretofore enacted.

Signature

Date

Signature

Date