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# **CLUB POLICIES**

**February 2023**

**Club policies were revised and approved in January 2023 by the Board of Directors. All policies of the Club may be changed from time to time at the discretion of the Board. Such changes will be noted in the Mulligan or by other written communication. Failure to comply with the rules of the Club will subject the member to appropriate disciplinary action.**

“The Board of Directors shall establish and maintain a Club Policy Book for purposes of interpreting the intent of the bylaws.” (Bylaws - Article V, Section 6, Powers, Subsection 2)

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## **Personal Advertising**

Personal Advertising is not permitted on the golf course or in the Clubhouse without the approval of the Board of Directors.

## **Board Members:**

### **President's Authority**

The Club President directs the General Manager, makes decisions which require immediate attention, and has spending authority up to \$10,000. (1/18/2023)

### **Board Nominees Confidentiality**

In the interest of complying with state laws, candidates for Board positions are required to sign "Acknowledgment of Members of Board of Directors re: Confidentiality Obligations." (Minutes 11/1/99)

### **Meet the Candidate**

After the candidates have been selected, but before the election, the Board will sponsor one or more activities to allow members to become more acquainted with the candidates and their views on Club related subjects. (e.g. Candidates Night, forum, debate, etc.)

### **Resumes**

When the official ballots are mailed to the members for elections of members to the Board of Directors, resumes for each nominee may be included in the mailing.

### **Posting of Election Results**

The names of the winning candidates, along with the names of all candidates, shall be posted in descending order relative to the number of votes received. Numerical results shall be retained in the Club office.

## **Board Meetings**

### **Regular Board Meetings**

All Board meetings shall be held at the clubhouse, or such other place as may be designated by the Board. Regular Meetings will be held in March (Includes Installation of New Board Members), May, July, and November. An annual schedule will be posted. (November 2017 Ballot)

### **Working Board Meetings**

May be held as needed. Members may request to attend a Working Board Meeting to present a specific issue, problem, or suggestion to the Board.

### **Executive Board Meetings**

Held when the subject matter must be kept confidential (e.g., personnel matters, disciplinary

actions, etc.).

These meetings and minutes are closed to the membership. Board members shall not reveal or discuss any content matter considered, or decision made, at the Executive Board meeting with any other person not authorized to receive such information. Violation of this policy shall be grounds for immediate discipline and/or removal from the Board.

## **Board Meeting Minutes**

For all Board Meetings (with the exception of Executive Meetings) the Board President shall assign responsibility to an Individual to be designated as “Secretary”. This individual shall record meeting minutes and manage the process to approve those minutes.

Following the Board Meeting the Secretary shall publish the minutes (dated and marked “Draft”) to the Board Members for review. These individuals shall review the minutes and forward corrections or respond with their approval to the Secretary.

The Secretary shall incorporate the corrections and re-publish to the same group of reviewers who will respond with additional corrections or note their approval. This step shall be repeated until agreement has been reached.

Once agreement on the accuracy of the minutes is reached the Secretary will then mark the minutes “Approved”, date the document and publish to all Board Members as well as to the Club’s Office Manager.

The Office Manager will then post this document on the Club’s Website, in the Club House and store on the club’s server. In addition, the Office Manager shall keep an email distribution list for members wishing to receive copies of the Board Minutes and will forward the final minutes to these individuals.

For Board Meetings that are open to the membership a sign-in list will be kept of all individuals in attendance. This sign in list shall be attached to the “Approved” version of the meeting minutes. (June 2017)

## **Budget**

### **Capital Expenses**

The Board shall have a Five-Year Capital Expense Budget and Five Year High Level Operating Budget prepared along with the annual Operating Budget.

### **Operating Contingency Reserve**

The annual Operating Budget submitted by the Budget & Finance Committee shall have a separate line item for an Operating Contingency Reserve. The amount of this reserve shall be a minimum of one (1%) percent of the total proposed Operating Budget.

## **Buildings**

### **Construction and Planning of Buildings & Facilities**

To achieve continuity and accomplish objectives, the Board may appoint an architectural and planning committee to prepare recommendations of the needs, projecting and financing of

buildings and facilities. The Club shall require “as built drawings” for all construction and modernization projects.

### **Bid Requirement**

All building projects/repairs proposed to the Board for approval over \$15,000 may be accompanied by three bids (as needed) from licensed contractors. (Minutes 3/11/02)

### **Business Hours – Clubhouse & Pro Shop**

Closed Thanksgiving & Christmas

Operating hours of Bar/Kitchen, Office and Pro Shop will be posted on clubhouse bulletin boards. These hours may be adjusted without notice when deemed necessary by Club management.

Changes to non-business hours requires Board Approval.

Please see the monthly calendar for dinner service times, Dinner reservations are recommended.

### **Cart Fleet**

#### **Cart Fleet Operation**

The golf carts will be offered for rent to members and guests, and for tournament use. Rental rates will be established for daily or longer-term use. Members may contact the office to arrange the rental plan that best suits their needs. The Golf Professional oversees and manages the day-to-day operation of the cart fleet.

#### **Member Rental Plans**

- Unlimited plan
- 24 usages per year
- 50 usages per year (1/22/08)
- Daily rental

Prices are posted in the club’s business office. The fleet membership will automatically be renewed the first day of each subsequent calendar year, unless terminated by written notice of member or action of the Board of Directors.

“Unlimited” members are allowed 2 carts at the same time on the same membership (April 2016).

Due to safety and liability concerns, members may not bring a fleet cart from the fleet shed for their use. (Pro Shop staff will stage carts by #1 tee.) While renting a cart, members are responsible for any damage to the cart and such damage is to be reported to the pro shop staff when the cart is turned in.

#### **Rider Fee**

There will be a rider fee (amount included in Fee Schedule maintained in Business Office) to individuals who are neither members of the Cart Fleet nor Private Cart owners for riding in the Club’s Fleet Carts, as well rides in other members private carts. Members of the Fleet 26 or 52 ride programs will have rides deducted from their balance. This policy will go into effect on March 1, 2023.



Riding in:	Club Owned Fleet Cart	Privately Owned Cart
Member with unlimited rides	No charge	No Charge
Member with limited # of rides	Counts as Ride	Counts as Ride
Member with Privately Owned Cart	No Charge	No Charge
Member Not in Cart Program	Charged for Single Ride	Charged for Single Ride

### **Cart Stall Lease**

If cart stalls are available, Members may lease stalls. If all stalls are leased a waiting list will be created, and as stalls become available the person who has been on the list the longest shall receive the offer to lease a cart stall.

Memberships that are transferred to a family member may pass along their stall lease to the new membership. Cart stall transfer fees must be paid, and lease agreement signed. (Minutes 10/04/04) Only one cart stall per Family Membership will be permitted.

Cart stalls are the property of the Club and shall not be transferred directly from member to member. Each lessee of a cart stall will sign a lease agreement which sets forth the responsibilities of the Club and the Lessee.

### **Cart Stall/Registration Fees**

All fees are established by the Board of Directors. Fees will be posted in the Office. All Cart Stall lessees will pay a onetime stall registration fee. In addition, all cart owners, whether occupying a stall or housing their cart off the club premises, will pay a one-time cart registration fee. The registration fee is cart specific for each cart owner. (Minutes 8/29/07).

### **Unauthorized carts shall be removed from the premises**

### **Shared Cart Stalls**

The practice of sharing cart stalls is discontinued effective with the publication of these policies (09/05.) Those members presently registered as "sharing" a stall may continue to do so until such time as either member vacates the stall.

### **Golf Cart Insurance**

Effective 10/01/05, all members who operate privately owned golf carts on club premises must maintain and provide proof of liability and property damage insurance. Policy must also cover injuries that might result from their private cart use and must name Cold Springs as additional insured.

### **THE CART SHED AREA IS A NO SMOKING AREA**

### **Golf Cart Safety**

The Club shall not be held responsible for the safety of the member's cart while it is being operated on the course or stored in a cart stall on the premises.

### **Accessing Course from Private Property**

Permission to access the course from private property is subject to Board approval.

### **Course Rules**

The following rules apply to the operation of motorized golf carts on the Course. The primary purpose of these rules is to minimize damage to the fairways, tee areas and greens. Only authorized carts are permitted on course.

- Golf carts should not be driven closer than 25 yards from the green.
- At tees and greens, carts shall be parked on the cart path.
- Carts should enter the fairway at 90 degrees to the first ball and continue on the fairway until the last ball is hit.
- Motorized carts are not permitted on Par 3's.
- Carts with blue flags will be permitted within 30 feet of the greens. Blue flags will be issued to golfers with verifiable conditions warranting the need for this assistance.

### **Minimum Age**

The minimum age for the operation of a golf cart on the course shall be sixteen (16) years and the operator shall possess a valid driver's license or a learner's permit.

Club members are responsible to instruct their guests on the proper use of carts on the course.

### **Decals / Numbers**

All member owned golf carts driven on the golf course shall have a decal -provided by the office. The decal issued will be placed on the driver's side near the middle of the cart and must be clearly visible.

### **Handicapped Cart Rules**

If a member possesses a Handicap placard issued by the State, they may request a "Handicap Flag" from the Pro-Shop. These members are required to keep carts 30 feet from all greens, tees and traps, while remaining in the rough areas only. (Minutes 11/27/07)

### **Golf Carts Restricted Use**

The Golf Course Superintendent and Golf Professional shall collaborate on any decision to restrict the use of golf carts to cart paths. Any exception requires prior Board approval. A permanent sign, stating the conditions of the course and directions for the operation of carts shall be posted at the Pro-Shop.

### **Charge System**

The Club encourages the membership to charge their Pro Shop, Kitchen and Bar purchases to their CLUB ACCOUNT. This is more economical for the Club, and more convenient for the member than using their credit card. However, Club purchases may also be paid by cash, or paid by Visa or Master Charge.

### **Child Supervision**

Children not playing golf, under the age 14 shall not be left without adult supervision in the Clubhouse or on Cold Springs Grounds. (Minutes 7/20/99). Exception: Club Supervised Junior Tournament & events; Golf Coach supervised events,

## **Club Roster**

The Club Roster is for use of members and employees only. Members and employees shall not provide the Club Roster to any unauthorized persons, and it may not be used for commercial purposes. The Club Roster shall be updated and available upon request.

Request for uses or the acquisition of the Club Roster not covered by this policy, shall be referred to the Board of Directors.

Roster information shall generally include:

- Names, addresses, email address, and phone numbers of all members
- Listing of Board members, Club Officers & Management
- Club phone listings
- A notation that distribution of roster is covered by Club Policies.

## **Clubhouse**

### **Clubhouse Utilization**

The Clubhouse may be used by its members for small personal functions that are made up of members and non-members (e.g., bridge group). However, these activities must be coordinated with the Food & Beverage Manager. Use of the Club during non-business hours requires prior Board approval.

### **Clubhouse Rental**

To arrange for a member function, the member should contact the Food and Beverage Manager to make reservations and to determine availability of the time and date of function.

Members or outside groups renting the Clubhouse shall sign a Rental of Facilities agreement. "Member Sponsored" functions receive a discount on room rental.

Clubhouse rental fees will be waived for organizations holding tournaments which include food/beverage service.

Seminars and business meetings must be of an informational or social nature with no overt sales or marketing.

### **Posting of Notices**

Posting sheets, notices of coming events, including tournament or personal communications may be displayed on bulletin boards, not interior or exterior clubhouse walls, doors, windows or equipment without prior General Manager Approval.

### **Service Area Access**

Members and guests are not permitted in the service areas of the Clubhouse (behind bar, kitchen etc.), except members of the Board and members of those committees whose functions involve the service departments.

### **Committees Term of Office**

The term of office for committees will be one year, commencing May 1<sup>st</sup> and ending April 30<sup>th</sup>,

except for the tournament committees which term shall commence on the first day of November and end on the following October 31<sup>st</sup>.

### **Complaints & Suggestions**

Complaints or suggestions relating to policy, management or personnel relationships by members are to be made to the Board of Directors in writing and shall not be discussed with employees of the Club. Written complaints shall remain on file for a period of 3 years.

### **Course Closure**

**Monday 9-hole Closure Policy** – The course will be closed on Mondays: The golf course superintendent (in coordination with the Club Professional and the General Manager) has full authority to close the golf course or any portion of the golf course, for any reason related to golf course maintenance and/or the safety of members or employees.

Maintenance which requires full course closure shall be scheduled well in advance, and the membership so notified via the Mulligan and/or the monthly calendar, whenever possible. The superintendent has the authority to direct the closure of any particular hole at any time and for any duration for reasons related to work efficiency and/or employee or member safety.

The superintendent's decision to temporarily close a particular hole(s) does not require advance notice to the membership. When the superintendent makes the decision to close a hole(s), he shall notify the Pro Shop and cause a sign to be prominently placed on the T-Box(s) of the hole which has been closed which clearly states, "HOLE CLOSED".

The superintendent shall try to schedule course closures and hole closures on Mondays; however, he is not prohibited from directing closures on any other day of the week when that is necessary to accomplish his maintenance responsibilities safely and efficiently. If a hole is going to be closed for more than two days, the Superintendent shall consider the installation of a temporary T-Box or a temporary green. The superintendent may, at his discretion, open the entire course or any part thereof. – (Minutes 10/03 -- Ballot 12/03)

### **Donation Requests**

Donations requested of the Club must be submitted in writing to the General Manager. Charitable organization requests will be granted in rounds of golf only (two or foursome), shall include cart usage, and shall be restricted to play after 1pm. The General Manager may approve those requests from charitable organizations which reside within an approximate twenty-five-mile range. Requests not in our locality shall be denied.

### **Dress Code**

The dress code shall apply to all members and guests of the Club while on Course Property. Members are responsible for the acceptability of their guest's attire. Pro Shop and Clubhouse personnel shall inform members and guests if they are improperly attired.

#### **Women**

Slacks, traditional golf shorts or skirts of appropriate length consistent with current fashion (Fingertip length of individual). Denim or blue jeans in good condition are allowed.

**Women's attire not considered appropriate.**

Short shorts, cut-offs, tennis shorts or skirts, tank tops, halter tops or small straps (Spaghetti style). Rain gear is allowed any time of the year.

**Men**

Collared, mock collared and collarless golf shirts, mock turtlenecks, slacks or traditional golf shorts of appropriate length, consistent with current fashion. Denim (blue jeans) in good condition is allowed.

**Men's attire not considered appropriate:**

Short shorts, cutoffs, overalls, tank tops or tee shirts. Rain gear is allowed at any time of the year.

Shoes shall be worn at all times. A neat and clean appearance is required.

**Driving Range**

Driving range passes will be available. Members may use the driving range by purchasing individual buckets at the current member price. (Minutes 1/02)

**Dues**

Effective 1.1.18, the monthly membership dues shall be posted in the office for public review. Delinquent accounts will be assessed \$25 (per month). Dues and processing fees may be paid by credit card.

**EFT**

Members will have the ability to pay their monthly dues by Electronic Fund Transfer (EFT) by completing the application form in the business office. Invoices will still be sent by email for the members information.

**Employees****Employee Bonus**

The Board may approve a Thanksgiving and Christmas bonus for regular full and part-time employees having a minimum of six (6) months employment and recommendations for approval from their supervisor. Members may donate to the Holiday Bonus during the months of November & December.

**Nepotism, Assignment of Related Personnel**

To best serve the entire Club and avoid any possible conflict of interest among management personnel and employees, this policy shall be utilized in the employment and assignment of employees.

At no time shall a person be employed or assigned to a position which requires that supervision and/or evaluation of performance be the responsibility of a relative. (The definition of a relative shall be any member of the immediate family or other relative such as aunt, uncle, cousin, etc. regardless of whether it is by birth or marriage).

Employees assigned to perform intermittent or temporary services, which are supervised by a

relative, shall not be subject to the conditions/intents of this policy.

### **Employee Handbook**

The employee handbook is to be reviewed annually (Minutes 4/7/98)

### **Employee Privileges**

Club employees, their spouse, and their children under 26, may play golf up to four times per month as a complimentary guest of the Club. Afternoon play is recommended. Advanced reservations shall be made at the discretion of the Pro Shop. Employees may bring a guest one time per month, after 1pm, current green fees will be charged. If invited by a member to play as their guest, green fees shall be charged if the employee has reached the maximum 4 rounds for the current month. Family members using this privilege must be accompanied by the employee. No non-member employee play during tournaments. Pro Shop staff privileges shall be at the discretion of the Golf Professional. (Minutes 8/28/96, Rev. 9/29/98, 9/30/02, 5/03)

### **Senior Staff Privileges**

This section is specifically limited to include the General Manager, Golf Professional, Golf Course Superintendent, Office Manager and Restaurant / Bar Manager. These personnel are granted the following privileges:

- They shall be excluded from Club Invitational play unless they are also a club member. (5/02)
- They are permitted to play and to offer complimentary golfing privileges to their guests when such does not interfere with regular member play and when they accompany their guests. Guest play must be approved by the General Manager.
- They are authorized complimentary use of fleet vehicles during play. (Minutes 10/6/98)
- They and their spouses are invited to all major Club social events as guests of the Club. (Minutes 1/19/99, Minutes 5/22/01)

### **Employees, Alcohol & Illegal Drugs**

There will be no consumption of alcohol while on duty except by salaried personnel pursuant to their normal course of duties. There will be no consumption of illegal drugs while on duty. Violators are subject to disciplinary actions.

### **Employee Contact**

Employees of the Club shall not be confronted or reprimanded by members or guests. Any employee's misconduct or a complaint about any employee should be reported to the General Manager in writing.

### **Employee Cash Control**

All monies in both the Clubhouse and Pro Shop are to be kept in a safe. Persons collecting and handling monies on behalf of the Club are totally responsible for its safe custody.

### **Equipment**

No Club owned equipment, furniture or tools will be loaned to any person without the approval from the General Manager.

### **Files & Computer Access**

As of 9/1/95, no non-Board member without prior Board approval will have access to Club files and/or computer terminals. Any member may request information from the Club in writing. Requests will require Board approval of each separate request unless prior Board approval is given to the Club General Manager.

### **Food & Beverages**

Food or beverages are not to be brought onto Club premises without prior Board approval. Only beverages provided by the Club shall be consumed on the Club premises. The Club's liquor license allows for on-premises consumption only. No alcoholic beverage served at the Club may be carried off premises.

The Club reserves the right to refuse to serve alcoholic beverages to anyone at the discretion of the bartender or member of Club management. No alcoholic beverage shall be served to any member or guest who, in the sole discretion of the Club bartender or member of Club management, appears intoxicated.

Under no circumstances shall the Club serve an alcoholic beverage to a person less than twenty-one (21) years of age. No member or guest shall be permitted to purchase or otherwise furnish alcohol to a minor for consumption. Any member, who is habitually intoxicated on club premises shall, at the discretion of the Board, be suspended for such period as the Board may deem proper or may be expelled.

All charge tickets must be signed when presented. Members are not allowed to sign the name or number of other members to charge tickets.

### **Frost Delay Policy**

First Phase: Beginning with the first day of frost, a recorded message at the club Pro Shop will inform callers if a frost delay is in effect and will state the time at which play will be permitted.

Second Phase:

The second phase of this policy will be an AUTOMATIC frost delay EVERY DAY until the beginning of February, this date will be announced annually by the Pro Shop. Golf play will not be permitted until 10:00 A.M. at the earliest (or later if required). There are to be no exceptions to this policy (even if there is no frost).

Play will commence in a standing shotgun start for all players. It is encouraged that all players who wish to play in the morning, contact the golf shop to ensure they have a reservation booked. This will allow the Golf Shop Staff to accurately pair groups together and assign starting holes. Approximately one half-hour prior to the shotgun starting time, a tee sheet with assigned starting holes will be posted in the golf shop.

Every effort will be made to accommodate members who wish to play at other times. However, the Pro Shop is directed to limit additional players to avoid congestion. Please contact the golf shop for more detailed information about occupancy and afternoon tee time availability.

February 16 (approximately) through the end of the frost season, Tee Times will resume and the frost delay policy will revert to the "First Phase" as described above.

## **Green Fees & Reciprocal Fees**

### **Green Fees**

All Guest Green Fees are the responsibility of the sponsoring member.

### **Reciprocal Players**

Must be members of a private club that allows reciprocal play with Cold Springs. They are allowed to bring guests and may play any day. Tee times should be arranged between the two Club Golf Professionals. Our Pro will have control over the amount of reciprocal play.

### **Outside Tournaments**

All participants (members and non-members) shall pay the current green fees in outside tournaments.

### **Exempt From Greens Fees**

Green fees will not be charged to participants in the Ladies Invitational, Ladies fundraiser (1 per year), WGANC/NCGA Women's Golf Tournament, WGANC/NCGA Women's Open Day (1 per year), Cold Springs Invitational, Sierra Senior League, or the Men's Hangtown Invitational. The week before the Cold Springs Men's Invitational, and Ladies Invitational, practice rounds are allowed, and regular green fees are to be paid.

### **Guest Play**

A guest of a member may have unlimited play on the day he is playing as a guest. Monday through Friday a member may sponsor up to four (4) guests without playing with them. Saturday, Sunday and Holidays the guest must play with a member.

No guest (excepting "bona fide non-local guest") may play more than one time per month, except for tournaments or Guest Day. A non-local guest is a guest of a Club member who resides seventy-five (75) miles or more from Placerville. (Minutes 8/28/96)

### **Men's Guest Day**

Men's guest day is the first Thursday of each month. Guests will be charged a fee of \$45. This is an all-inclusive fee that includes their round of golf, golf cart, and range balls.

### **Ladies Guest Day**

Ladies guest day will be the third Thursday of each month. Guests will be charged a fee of \$45. This is an all-inclusive fee that includes their round of golf, golf cart, and range balls.

### **Guest Conduct**

It shall be the responsibility of all members to inform their guests and conduct themselves in accordance with the procedures for the appropriate use and care of the Club's buildings and facilities.

### **Out of Town House Guest**

A bona fide, non-local house guest of a Club member may pay daily green fees or may purchase a one-week unlimited family (husband/wife & children under 21) golfing privileges pass. The price is included in the Fee Schedule posted in the Business Office) (Limit - two per year). A one-month family pass is also available (Limit - one per year).



**Junior Guests**

Under the age of 18 yrs. are allowed to play once a week. The start time will be after 1:00 P.M., or at the discretion of the Pro Shop. They must play with an adult member.

**Disabled children**

Families who are in good standing with the club and have "Dependent" adult children who are diagnosed with a developmental disability as determined by a qualified physician or psychologist upon submission of a certified document to the club, will be reviewed on a case-by-case basis to determine continued eligibility under the Family Membership packet and be allowed to golf regardless of chronological age until otherwise notified.

**GM Spending Authority**

The General Manager has spending authority up to \$10,000. (1/18/2023)

**Grandchildren of Members**

Under the age of 18 yrs. are permitted complimentary play with grandparents or with an adult member or may play without adult supervision if they have a "Junior Card". The start time will be after 1:00 P.M., or at the discretion of the Pro Shop (Minutes 9/30/02)

**High School Golf Teams**

It is the intent of Cold Springs to support local high school golf. Approved high schools may use Cold Springs for varsity golf matches. Any high school using Cold Springs for practice or match play must adhere to "High School Golf Teams Conditions of Play" or be subject to losing access to the course.

**Hazard Stake Removal**

Stakes marking the hazards on the course may not be moved or changed without the approval of the Tournament Committee and/or Course Superintendent.

**Hole in One Program**

Members may sign up for the "Hole-in-One Program" in the office. Each member in the program will be assessed \$1 to their account each time a hole-in-one is made by a participating member at Cold Springs. For the member making the hole-in-one, the total dollars in the fund (\$1 X number of current members in the program) will be credited to their account and may be used for Pro Shop, Bar or Restaurant purchases.

The hole-in-one program is a one-year commitment. A list of participating members will be maintained in the office. (Minutes 3/20/01)

Any member who makes a hole-in-one at Cold Springs will have his/her name and date engraved on a perpetual trophy. A hole-in-one must be attested to by at least one witness.

**Job Descriptions**

All Board members, Committee Chair and Employees shall have a job description. The Office Manager shall retain the originals in the office. The President and Vice President shall have a copy.

## **Junior Members Orientation**

As of 10/1/98, member's children 16 years of age and under, who wish to use the course without parental supervision must obtain a valid "Junior Card" from the Pro Shop. They will be required to pass a basic rule test and complete a short orientation by the Pro Shop staff. Cards may be revoked for misuse of course. (Minutes 9/11/98)

## **Lockers**

A limited number of lockers are available in the men's & ladies locker room. Name plates are furnished by the Club. (Minutes 9/30/02)

## **Memberships**

### **Membership Sale & Transfer**

Members are permitted to sell their membership through the Club, and set their own sale price by complying with the following Policy requirements

- The price each member sets will be kept confidential by the Club.
- A copy of the Membership Seller's list will be available for members who request to see it. This list will have no sales prices shown.
- Prices may only be changed monthly. (Minutes 7/22/08)
- Members who have listed their membership for sale, and based on special circumstances, decide they don't want to sell must submit a letter to the Board requesting removal from the waiting to sell list. This letter must provide the following information:

- a. The reason they listed their membership for sale
- b. The reason they are requesting to be allowed to remove it

Once a member has been removed from the list and wants to get onto the list again they will be placed on the bottom of the list.

- Members who are on the Sell List will be allowed to bring in their own buyer. By doing so, they immediately can sell their membership to that buyer.
- The oldest lowest priced membership on the list will be sold first. In the event there are several memberships listed for sale at the same price, then the membership which has been on the list the longest at that price will be sold first. To clarify, if the sales price of a membership is changed, that membership will then move to the bottom of the list of memberships selling at that price.

### **Buyout of Family Membership**

Proprietary Members may buyout their Family Membership. Buyout costs are equal to current monthly dues and assessments with no transfer fees, corresponding to the number of years and months as listed below:

- 1 - 5 years of membership: 12 months dues and assessments
- 6 - 10 years of membership: 10 months dues and assessments
- 11 - 15 years of membership: 8 months dues and assessments
- 16 - 20 years of membership: 6 months dues and assessments
- 21 - 25 years of membership: 4 months dues and assessments
- 26 plus years of membership: 2 months dues and assessments

A buyout list will be established when needed.

**Privileges When Selling**

Dues are due and payable on the first day of each month. However, if the membership is sold between the 1<sup>st</sup> and the 5<sup>th</sup> of the month, the new member is liable for that month's dues. If the sale of the membership is finalized after the fifth day of the month, the member selling the membership shall be liable for the payment of that month's dues and will continue to have all privileges of membership for the month.

**Family Transfer**

A membership may be transferred at once to an immediate member of the same family upon payment of the transfer fee, without going through the Seller's or Buyer's' List procedures. (Minutes 9/10/04)

**Waiting to Buy List**

If a Cold Springs membership is not available immediately, a "Club Membership Buyers Waiting List" will be maintained. Persons wanting to become a member must complete a Membership application and pay an application fee of \$1,000. This application fee is Non-Refundable.

A divorced spouse who does not retain the former family golf membership may remain at the top of the buyer's waiting list for one (1) year after the divorce. During this year they may purchase the next available membership after notifying the office of their readiness to buy.

**Member in Good Standing**

A Member in Good Standing is defined as a membership that is current on their financial obligations to the club and is not currently suspended for any reason. (July 19, 2018). If the membership financial obligations are not paid by the 25<sup>th</sup> of each month, the membership is considered to be delinquent. If the delinquent balance is greater than \$600, membership playing privileges and charging ability will be revoked until the financial obligations are paid in full. You will be notified immediately if your playing privileges and charging ability are revoked. (July 17, 2020)

**Non-Proprietary Membership Categories**

The following are the Board approved non-proprietary membership categories. All non-proprietary memberships shall be non-transferable, non-voting and may not serve on the Board of Directors. Except as noted below, each membership type shall be subject to dues and assessment increases, including increases in cart stall rentals, cart fleet rentals, trail fees and the Mill River Plan. The dues and related fees will be posted in the Clubhouse office.

1. Honorary Membership
2. Social Membership
3. Senior Membership
4. Annual Membership
5. 2 Year Sunset Membership
6. Trial Membership
7. Young Adult Golfing Membership
8. Corporate Membership
9. Active Military Membership

**Honorary Membership**

There shall be a limit of one (1) honorary membership issued to a direct descendant of Jerry Brown, and who shall bear the surname of Brown. This shall be a non-proprietary Family Membership with all rights and privileges accorded to a regular membership with the exception that there will be no payment of dues, assessments or green fees.

**Social Membership**

There shall be a maximum of 50 memberships. This membership has no golfing privileges. Social members shall have a monthly kitchen/bar minimum.

**Senior Membership**

There shall be a maximum of 35 Senior memberships (July 2011). A Senior Membership shall entitle the member and spouse/significant other to enjoy the privileges of the clubhouse, grounds and all facilities including the playing of golf. Senior Members are not subject to dues increases. Members cannot buy out of Family Membership and then buy a Senior Membership.

In order to qualify to purchase Senior Membership, the applicant must currently own a Family Membership for a minimum of 10 years and must be at least 65 years of age. The Senior member may resign their membership at any time.

**Annual Membership**

The Annual Membership shall entitle the family (spouse/significant other and minor children) to enjoy the privileges of the clubhouse, grounds and all facilities, including the playing of golf. This membership is valid for 12 months and a contract//deposit is required.

At the end of the contract the member has the option to renew the contract for another year (assuming that memberships are available), purchase a Proprietary Membership or have the deposit returned (assuming that the member is current in their financial obligations). At any point during the contract period the member has the option of converting to a Proprietary Membership so long as there are membership available.

**2 Year Sunset Membership**

The Sunset Membership shall entitle the family (spouse/significant other and minor children) to enjoy the privileges of the clubhouse, grounds and all facilities including the playing of golf.

All two (2) year Sunset Membership transactions will be processed through the Club as there are no private sales or purchases of this Membership.

There is a minimum buy-in of twice the current transfer fee where 50% goes for transfer fees and the remainder in an escrow account. The escrow will be credited to their account should they become a Family Membership or forfeited if they decide not to join.

At the end of the two (2) years, the Sunset Member shall inform the Club of their intention to convert to a Family Membership or surrender their membership with all charges paid. The Sunset Members may decide at any time during the two (2) year membership to convert to a Family Membership if one is available. If none are available, they may sign the Club maintained buyer's list.

**Trial Membership**

A Trial Membership shall entitle the family to enjoy the privileges of the clubhouse, grounds and all facilities including the playing of golf.

The maximum time is 3 months when this membership must convert to a Family Golfing Membership or purchase price (Deposit) will be forfeited. An individual/family may only own the membership category one time.

**Young Adult Golfing Membership**

There shall be a maximum of 10 Young Adult Golfing Memberships. A Young Adult Golfing Membership shall entitle the member to enjoy the privileges of the clubhouse grounds and all facilities including the playing of golf.

No other family members may play under this membership including children, regardless of custody status. In order to qualify to purchase a Young Adult Membership, the applicant must be between the ages of twenty-one (21) and thirty (30) years of age. Should single status change, or after reaching the age of 30, they shall have the right to apply for a Family Membership. Young Adult Golfing Members may resign their membership at any time.

Initiation fees are 50% of current market rate and monthly dues are equal to 65% of current Family Golfing Membership dues. Junior Single Golfing Members may resign their membership at any time.

**Corporate Membership**

There shall be a maximum of 10 Corporate Memberships. A Corporate Golfing Membership shall entitle the members to enjoy the privileges of the clubhouse grounds and all facilities including the playing of golf.

In order to qualify to purchase a Corporate Membership, the applicant must represent a business that has a unique Tax ID Number. Each Corporate membership will have a minimum of 4 designated employees of that business. Proof of employment is required for each designee. Corporate Members and Designees may resign their membership at any time.

**Active Military Membership**

The Active Military must show proof of Active Military status (A current military ID or copy "orders"). There is a limit of 10 memberships. Initiation fees are required, and monthly dues are equal to 65% of current Family Golfing Membership Dues.

Active Military Members have the following options:

- Suspend their membership in whole month increments when deployed out of state or country. Must provide proof of deployment. "Orders" may be used for proof.
- Resign their membership at any time.

**New Member Orientation**

All new members shall receive a thorough orientation by the General Manager or designee (Board Approved Ambassador). Members shall sign a document attesting that they have received all documents, tours, and information as required by the Board of Directors, on the "Board Approved Checklist."

### **Memorial Plaques**

Memorial plaques or similar recognition will be permitted with Green Committee approval.

### **Mill River Plan**

Participation in this program will require a \$5 monthly fee to be included in the Club billing. Members joining Cold Springs will automatically be enrolled. Changes in participation; either enrollment or withdrawal in the plan must be done during the month of December for the following calendar year. No Prorated adjustments are allowed.

A significant discount for participating members will apply to Pro Shop credit, charge or cash purchases. Only participating members will have the benefit of the discount in our member-owned Pro Shop. All proceeds from the "Mill River Plan" will be applied to Pro Shop revenues.

### **Personal Property**

The Club will not be responsible for property of members, guests or other persons, which is brought onto Club premises for any purpose whatsoever. The Club assumes no responsibility for automobiles, damage thereto or property left therein.

### **Petitions**

Any petition delivered to the Board, (pursuant to Corporation Code Section 7510 and/or Article X, Section 2), that contains less than 50 member signatures (referred to in this section as "petition"), shall be accompanied by a deposit check in the amount of \$600 to compensate the Club for the cost of mailing the required notices, conducting the special meeting, and/or processing a special ballot.

In the event the subject matter of the petition is approved by the membership at the special meeting conducted or the special ballot submitted in connection with the petition, the deposit shall be returned to the party that submitted the deposit. In the event the petition is not approved by the membership at the special meeting conducted or the special ballot submitted in connection with the petition, the deposit shall be retained by the Club to offset the costs incurred as result of the petition. (Minutes 6/28/99)

### **Referral Bonus**

Members who refer individuals that purchase a Proprietary Membership shall receive a pass for a round of golf for 4 including golf carts. The referring members name must be included on the new member's application in the "Referred By" Section."

### **Regulation of Play**

Members may call for tee times up to seven days in advance. All members must check in the Pro Shop before starting play. It is the member's responsibility to be on their starting tee, ready to play, at their assigned starting time. All fees must be paid before beginning play. If the Pro Shop is not open when play is started, members must check in at the end of their first nine holes. Course assignment is the responsibility of the Starter.

Groups requesting to play more than a foursome shall require approval of the Pro Shop.

Players are required to use sand bottles in repairing divots, to rake bunkers, to enter and leave bunkers from the low side, to repair ball marks on greens, and refrain from littering.

Range balls are not to be used on the course.

### **Domestic Animals**

Domestic animals are not allowed on the course or premises. The General Manager may occasionally authorize member's or employee's dogs to disburse geese during play. (Minutes March 2021)

### **Member Code of Conduct**

The Code of Conduct has been developed to ensure a safe, friendly and respectful place for members, visitors and staff to gather in the spirit of cooperation, relaxation, good will, fun and friendly competition. The Code of Conduct differs from rules in that it addresses acceptable/unacceptable behavior.

All members, visitors and staff of Cold Springs Golf & Country Club are expected to conduct themselves in a manner that:

- Creates an environment and culture that is reflective of the personal integrity and respect taught in the rules of golf where it is written that we are capable of enforcing rules upon ourselves with honesty, integrity, and good sportsmanship. This same integrity, honesty and good will are expected whether on the golf course or in the Clubhouse.
- Is free of discrimination or any form of harassing behavior including sexual harassment. Acknowledges Cold Springs Golf & Country Club (CSGCC) as a family friendly environment and, therefore, refrains from using obscenities and loud boisterous behavior inappropriate for children and respectable taste.
- Observes proper etiquette on and off the course and Clubhouse.
- Is reflective of being an Ambassador for CSGCC when out in the community, at other clubs and/or at CSGCC. We are all representatives of Cold Springs Golf & Country Club.
- Shows the utmost respect and dignity to fellow members, staff and visitors.
- Does not damage the character, integrity, good will, property, and community view (local and/or the broader community) of CSGCC and/or staff.
- Is reflective of an adherence to ALL club rules (including, but not limited to):
- Check-in procedures in the Pro Shop with Starter.
- Rental and safe operation of carts in designated areas ONLY.
- Obeying guidelines concerning the areas on which carts are not allowed off the cart paths.
- Seeking staff approval for starting on hole 10 (or any out of sequence start).
- Use and proper care of putting green.
- Pride in the physical appearance of CSGCC as it is reflective of you the member.
- Demonstrates an understanding that members and visitors have no authority to instruct staff in job performance and duties.
- Understands that the Club Management is responsible for instructing the staff in the performance of their duties.
- Is vigilant in reporting real or perceived safety hazards to staff and/or Club Management. Understands that the membership may make suggestions to the Club Management regarding the operation of the club for the betterment of the Club.

- Does not denigrate, talk down to, scream at staff members, general membership and/or guests and does not create unnecessary strife and divisiveness through any manner.
- Does not misrepresent their position and/or authority to others.
- Proper attire is requested of Members, Guests and Visitors in accordance with the CSGCC dress code policy.

Escalation Protocol for Member Code of Conduct Violation: Any Member of Cold Springs Golf & Country Club found to be in violation of the Member Code of Conduct will be addressed in accordance with the club bylaws.

### **Prohibited Activities**

Bicycle riding, walking, jogging, fishing and all other non-golf related activities are prohibited.

### **Pace of Play**

This policy applies to all daily and recreational play. The pace of play for 18 holes is 4 hours. Groups are encouraged to keep up with the group in front. If your group falls behind the suggested pace of play, you may be issued a warning and asked to keep up with the group in front. If your group falls behind the suggested pace of play, you may be issued a warning and asked to speed up. If you are unable to meet this request after the warning, your group may be asked to pick up and move to the next hole or allow the group's behind to play through.

### **Expense Reimbursement**

Expenses shall be paid by the Club for representation to meetings and other functions on behalf of the Club when approved by the Board.

### **Restaurant & Bar Services**

To serve the best interest of the Club and its membership, the Club shall maintain a restaurant and bar to be operated within the Clubhouse facilities. The major purpose of the restaurant and bar operations shall be to serve members and guests and to support the social and golfing activities sponsored by the Club.

### **Children in Bar**

No one under the age of 21 may sit at the bar. Young people between the ages of 14 and 20 may sit in the bar, but only at the tables. Children under the age of 14 must be accompanied by an adult (18 or older) and may only sit at the tables in the bar area.

### **Safety**

The Club maintains an AED defibrillator and first-aid kits as a courtesy for members and guests. The Club assumes no responsibility for the acts or omissions of any personnel of the Club, member or guest, in the use or administration of such equipment or supplies.

The acceptance by a guest of the hospitality of the Club under the sponsorship of a member or under any circumstances constitutes an assumption of all risks of being on Club property and an agreement to be bound by all Club Rules. A guest's failure to gain knowledge of Club's rules and regulations shall not be deemed an excuse for lack of knowledge or understanding of the risks and obligations assumed as such guest.



## **Sand & Seed Bottles**

As of 6/1/00, a sand and seed bottle is mandatory for ALL PLAYERS. (Minutes 2/9/00)

## **Sexual Harassment**

The Club has taken an unequivocal stance that sexual harassment is unacceptable, illegal and will not be tolerated. Disciplinary action up to and including dismissal and expulsion will be taken against those individuals determined to be in violation of this policy.

Harassment, sexual or otherwise, of or by Club staff will not be permitted. Sexual harassment includes, but is not limited to unwelcome sexual advances, verbal or physical conduct of a sexual or similarly offensive nature, offensive comments, jokes, innuendoes and other sexually oriented statements.

All employees shall receive the brochure "Sexual Harassment is Forbidden by Law" (provided by the State of CA, Dept. of Fair Employment and Housing) on or before their first day of employment. The office shall maintain records showing receipt of policy by employee.

Members should be aware that they are personally liable in the event a civil suit is filed by a victim of sexual harassment.

## **Spike Policy**

Effective 1/1/99, metallic spikes or any style projected spikes are prohibited. (Minutes 10/6/98)

## **Tee Time Booking**

Proprietary Members may book tee times 2 week prior to the requested tee time. All other membership categories may book tee times 1 week prior. No individual shall be permitted to book more than 2 tee times.

## **Tournaments**

All members may participate in Club sponsored tournaments with the exception of the Club Championship, Directors Cup, Presidents Cup, and Tournament of Champions, which are limited to Proprietary Members, Senior, Active Duty and Young Adult memberships only."

## **Tournament Eligibility**

Cold Springs strives to be as inclusive as possible for all members. For the purpose of deciding gender eligibility for "Men's" or "Women's" tournaments, CSGCC defers to the current USGA gender eligibility criteria in place at the time of the close of signup for each tournament.

## **Men's Tournaments**

All members who are in 'good standing' may participate in Club sponsored tournaments with the exception of the Club Championship, Directors Cup, Presidents Cup, and Players Championship, which are limited to Proprietary, Senior, Active Duty and Young Adult memberships.

There is no minimum age to play in the open flight of Men's Tournaments, though a valid USGA handicap (or recognized equivalent), is required, and potentially subject to a 'maximum' (as determined by the Tournament Committee), to play in all tournaments.

The minimum age for the senior flight of Men's Tournaments is 55 years old at the start of play. There is no minimum 'tournaments played' requirement to play in tournaments at Cold Springs, including the Club Championship, except for the Players Championship. Prize money for The Players Championship is funded by "rakes" from events throughout the year, and therefore the Tournament Committee will establish a minimum number of qualifying events that must be played to qualify to participate in the Players Championship.

All other tournament details and handicap standards, aside from eligibility, shall be at the discretion of the Men's Tournament and Handicap Committees and are available within 48 hours, upon request. It is the responsibility of participants to actively seek out tournament policy information. Club policy supersedes Tournament and Handicap Committee policy, and published Tournament and Handicap Committee policy supersedes any discrepancy with 'other postings', such as tournament sign-up sheets.

### **Women's Tournaments**

All members who are in 'good standing' may participate in Club sponsored tournaments except for the Women's Club Championships (Open & Sr), Mr. & Mrs. Club Championships (Open & Sr), Women's Member/Member, and Women's Players TOC, which are limited to Proprietary, Senior, Active Duty and Young Adult memberships.

There is no minimum age to play in the open flight of Women's Tournaments, though a valid USGA handicap (or recognized equivalent), is required, and potentially subject to a 'maximum' (as determined by the Tournament Committee), to play in all tournaments.

The minimum age for the senior flight of Women's Tournaments is 60 years old at the start of play.

There is no minimum 'tournaments played' requirement to play in tournaments at Cold Springs, including the Club Championship, except for the Players TOC Championship. Prize money for The Players TOC Championship is funded by "rakes" from events throughout the year, and therefore the Tournament Committee will establish a minimum number of qualifying events that must be played to qualify to participate in the Players TOC Championship.

All other tournament details and handicap standards, aside from eligibility, shall be at the discretion of the Women's Tournament and Handicap Committees and are available within 48 hours, upon request. It is the responsibility of participants to actively seek out tournament policy information. Club policy supersedes Tournament and Handicap Committee policy, and published Tournament and Handicap Committee policy supersedes any discrepancy with 'other postings', such as tournament sign-up sheets.

### **Tournament Fees**

All members' tournament fees can be charged to their account. Outside tournaments must be paid in cash/check. Cancellations must be made no later than 48 hours prior to the day of the tournament or fees will be forfeited. (Minutes 4/17/01)

### **Tournament Committee**

The Board hereby authorizes the formation and utilization of a Men's Tournament Committee and a Women's Tournament Committee, to respectively plan and conduct both Club and

outside tournaments and related activities. Aside from tournament eligibility standards that are described in the club policy document, all other tournament details (e.g. handicap standards, payouts, tee to be played, schedule, etc), shall be at the discretion of the Men's and Women's Tournament Committees. The Board reserves the right to monitor committee membership, activities, policies and procedures, and to intercede and override Tournament Committee directives.

### **Requests for Tournaments**

Requests for use of the golf course by groups must be submitted in writing to the Golf Professional or General Manager and approved by the Board. These tournaments shall be scheduled during non-peak hours, preferably Mondays.

### **Prizes & Credits**

100% of all men's and women's tournament prizes, including table and tee prizes for each and every tournament must be purchased through the Pro Shop. Any exceptions need Board approval. (Minutes 12/29/99, Minutes 1/19/00)

Gift certificates will be redeemed at face value.

### **Pro Shop Credit**

All Pro Shop credits incurred from November 1 through October 31 must be cleared by December 31 of each year, or they will be forfeited. Anything under \$100.00 can be carried over. Pro Shop credits/gift certificates may be redeemed for merchandise and club repair only.

### **Work Party**

When approved by the Board President or General Manager, the Restaurant/Bar is authorized to provide food and non-alcoholic beverages to organized work parties and working Board meetings

### **Daily Use Fees**

The decision for setting the price of daily use fees falls under the umbrella of day-to-day operations, and therefore, are set at the discretion of the General Manager. These fees include, but are not limited to guest fees, single use cart ride fees, range token fees, and bar and restaurant prices.