

**Members are required to comply with the Club Rules, as the same rules may be amended from time to time. The management of the Golf Club reserves the right to revoke any membership in the event that Member violates any Club Rules.**

**EXHIBIT B**  
**Morongo Golf Club at Tukwet Canyon**  
**RULES AND REGULATIONS**

In order to enhance the golf experience and safety of all persons and guests at the Morongo Golf Club at Tukwet Canyon (the “Golf Club”), the following rules and regulations (“Club Rules”) shall govern the actions and conduct of all members and their guests at the Golf Club.

**Use of Facilities**

Member is entitled to the use and enjoyment of the Golf Club, subject to the terms and restrictions of the applicable membership plan, these Club Rules, and such other restrictions or limitations as may be imposed from time to time by management. All modifications to rules will be appropriately distributed to members in writing.

Member must check-in with the Golf Shop at all times and sign for a golf cart at all times a golf cart is used. Failure to check-in with the golf shop may result in a loss of membership.

The Golf Club reserves the right to host special events and golf tournaments. Such events may partially or completely restrict the availability of golf course starting times and any or all Golf Club facilities, including, but not limited to use of the clubhouse, snack bar, practice range, and the golf course itself. The Golf Club shall have no liability for the temporary suspension of any privilege due to maintenance, repair, construction, improvements, acts of God, inclement weather, utility disruptions, or any and all other matters beyond the control of the Golf Club.

The management of the Golf Club shall be free to modify the features of the facilities, including but not limited to the relocation of operations, the implementation or cessation of services, the privatization of 18 holes, or such other adjustments or changes as management, in its discretion, deems appropriate.

**Reservation Policies**

The Member shall make prior reservations for tee times according to the applicable Member’s plan. Starting times that are not cancelled at least 48 hours in advance of play will be addressed as follows and will lead to charges for unused tee times:

- 1<sup>st</sup> Offense: Member warned, and notation placed in file.
- 2<sup>nd</sup> Offense: Member will be responsible to pay for entire reservation.
- 3<sup>rd</sup> Offense: Member will be terminated from membership with facility.

All players must check in at the golf shop at least twenty (15) minutes prior to a reserved starting time. Failure to do so may result in a cancellation or delay of the tee time if other parties are prepared to play or on standby.

Member is responsible for all the players in the reservation and will pay for any unused Greens Fees that were reserved and not used at the full public rate.

### **Pace of Play**

Players are required to keep pace with the group in front of them at all times and/or to complete 18 holes in four hours and thirty minutes, whichever is less.

### **Use of Golf Carts**

Golf carts are to be driven in accordance with applicable cart restrictions at all times, and otherwise in a safe and controlled manner. Golf carts are allowed on the fairways of all par 4s and 5s at a 90° angle from the ball to the cart path. However, inclement weather or other conditions may evoke further cart restrictions. The staff will notify players of any temporary restrictions, but players are expected to refrain from driving golf carts where it may damage the golf course. Privately owned golf carts are not allowed. No more than two carts per foursome are allowed. No more than two riders and two golf bags per cart.

### **Dress Code**

All players must wear soft spikes. Proper golf attire is required. Denim, cut-off shorts, gym shorts, tank tops, halter-tops, swimwear, and shorts more than 4" above the knee are not allowed on the golf course or in the clubhouse at any time.

### **Transfers and Revocations**

Membership privileges are personal to the Member and may not be sold, transferred, or otherwise assigned in any manner. The management of the Golf Club may revoke any membership without notice if a member violates any terms of the membership plan, general policies of the Golf Club and/or these Club Rules, as the same may be hereafter modified. No portion of any fees paid is refundable upon revocation. Club Rules may change from time to time at the discretion of management. All memberships expire as of the end of their stated term and the Golf Club is not obligated to continue any membership programs beyond such stated term. A new application for membership must be completed and approved for continued membership beyond the stated term.

In the event of a sale or other transfer of the Golf Club, all memberships shall, at the buyer's or successor's election, either (a) be terminated, in which case Member would receive back his or her prorata share of Member's membership fee as of the effective date of sale or transfer, or (b) continue in place without regard to such sale or transfer. Member shall provide his or her reasonable cooperation in connection with any such matters.

### **Payment of Fees and Charges**

Membership fees are due and payable at the time the membership term begins as specified in the Membership Application and/or the first of every month for twelve

months, whichever comes first. All membership fees are non-refundable, requests to put a membership on hold must be submitted in writing or Email to (mlamb@tukwetcanyon.com) where the Golf Course may grant or deny any requests based off of information provided.

**Indemnification for Damage**

Member shall be responsible for all damages and costs associated with damage as well as personal injury caused by the Member, the Member's family, or any guest of the Member and the Member shall indemnify, defend, and hold harmless the Golf Club against any claims.

**General Limitations.** The Golf Club shall have no liability for the physical damage, theft, or loss of any personal property of Member or Member's guests in any way arising from the use of the Golf Club facilities to the greatest extent allowed by law.

**General Code of Conduct.** While at the Golf Club facilities, the Member shall conduct himself or herself in a manner that is not abusive, combative or disruptive to other players or staff.

**Golf Club Management**

The Golf Club is administered by the management of the Golf Club. The management is free to run the club in accordance with its discretion. Membership at the Golf Club provides the Member with certain privileges to use but does not grant the Member any ownership interest in the Golf Club, or any input into the management of the Golf Club.

\* Course Recognized Holidays are as follows:

- January - Martin Luther King Day
- February - President's Day
- May - Memorial Day
- June - Juneteenth
- July - Independence Day
- September – Labor Day
- November – Veterans Day
- November - Week of Thanksgiving
- December - Friday before Christmas through New Years Day