

EAST HAMPTON GOLF CLUB

RULES AND REGULATIONS

EAST HAMPTON GOLF CLUB

Preamble	1
General Club Rules.....	1
Member Dues and Charges.....	2
Mailing Addresses	3
Membership Correspondence	3
Club Services.....	3
Resignation of Membership.....	4
Discipline.....	4
Loss or Destruction of Property or Instances of Personal Injury.....	5
Gratuities	6
Children	6
Attire.....	6
Guest Privileges.....	6
General Golf Rules	7
Hours of Play.....	9
Golf Starting Times	9
Registration.....	9
Practice Range	10
Caddies	10
Handicaps	10

PREAMBLE

These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion.

GENERAL CLUB RULES

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.

2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. The Club Facilities or portions thereof may be closed during the off-season. Areas of the Club may also be closed for scheduled maintenance and repairs. The Club reserves the right to close the golf course and clubhouse to hold promotional events, outings and tournaments.

3. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.

4. The Club must furnish all food and beverages consumed on the Club Facilities unless otherwise permitted.

5. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.

6. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes.

7. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.

8. Dogs or other pets (with the exception of seeing eye dogs) are not permitted on the Club Facilities, except with the permission of the Club. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the member or guest or under the member's or guest's control.

9. It is contrary to the Club's policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

10. Any complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the Club Manager.

11. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.

12. "No Parking" signs must be observed. Violators may be towed at the owner's expense.

13. Smoking is permitted in designated areas only.

14. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.

15. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.

16. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

17. Cellular phones are not permitted to be used on Club property, except in the following designated areas or in the case of an emergency. The designated areas are the telephone alcove located on the second floor and the men's and women's lounges within their respective locker rooms.

MEMBER DUES AND CHARGES

1. Members' dues will be payable in advance on a semi-annual basis on or before February 1st and July 1st of each year, unless otherwise determined by the Club.

2. A member is entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments are not permitted by the Club.

3. All food, beverage, merchandise and services of the Club charged to the member's Club account will be billed monthly and each member's Club account shall be due and payable upon receipt of the monthly statement. The Club may require clubhouse minimums, in its discretion.

4. Club accounts shall be deemed delinquent from the date first billed if payment is not received within thirty days after the date of the monthly statement. Past due bills will be subject to a late payment charge equal to the maximum amount permitted by law per month from the date of the monthly statement until paid in full. Members having past due bills may

be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.

5. If a member fails to pay any Club account within thirty days of when it is first billed, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of ninety days from the date a Club account is first billed or repeated incidents of delinquency by a member may result in termination of membership in the Club.

6. If payment in full, including any reinstatement fees owed by a member, is received prior to the Club's terminating a membership, the member making payment shall be reinstated as a member in good standing.

7. If the Club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

MAILING ADDRESSES

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Club. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.

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

MEMBERSHIP CORRESPONDENCE

Any complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to the Club Manager. Errors in billing charges should be directed to the attention of the Accounting Department.

CLUB SERVICES

1. The Club will make available the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with Club personnel as designated by the Club for available dates and arrangements.

2. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.

3. Special events and functions may be scheduled by the Club from time to time at the Club Facilities and access by members to the Club Facilities may be restricted in connection therewith.

RESIGNATION OF MEMBERSHIP

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned thirty days after the date the Club receives written notice of the member's resignation.

2. A resigned member will be obligated to continue to pay dues, fees and other charges associated with his or her resigned membership until the resigned membership is reissued by the Club. A resigned member shall be permitted to use the Club Facilities as long as the dues, fees and other charges continue to be paid. A resigned member shall remain liable for any amounts unpaid on the member's Club account.

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to endanger the welfare, safety, harmony or good reputation of the Club or its members or otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failure to meet eligibility for membership, (ii) submitting false information on the Membership Agreement or Prospective Member Information Statement, (iii) failing to pay any amount owed to the Club in a proper and timely manner, (iv) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (v) abusing Club personnel, employees or other members, or (vi) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.

2. Any member accused of improper conduct shall be notified in writing of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, he or she shall give written notice to the Club to such effect, and the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership, and/or after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.

3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. No member may on account of any restriction or suspension be entitled to any refund of any membership deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

4. Any membership, which has been terminated hereunder, shall be treated as a resigned membership and the member's membership deposit shall be returned to the member in the same manner as in the case of any other resigned membership.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.

3. Every member or guest of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, his or her guest or family member or by a guest of the Club. The cost of such damage shall be charged to the responsible member's Club account.

4. Any member, family 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, the use of 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 the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold Hampton Golf Club, LLC, a New York limited liability company (the "Company"), its affiliates, their successors and assigns and their respective shareholders, members, partners, directors, officers, employees, representatives, agents and members of the Club's advisory board or committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

5. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

GRATUITIES

Cash tipping is not permitted anywhere on Club premises at any time except for caddies after services rendered.

CHILDREN

1. Unless permitted by the Club, children under thirteen years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.
2. For their own safety, children 5 years and younger may not use the practice facility unless there is a scheduled event and/or clinic. Children between the ages of 5 and 13 years of age when using the practice facility, must be positioned in front of their adult supervisor.
3. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.
3. Members are responsible for the conduct and safety of their children when at the Club Facilities.

ATTIRE

1. It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time.

2. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion.

3. Shirts and shoes must be worn at all times when on Club Facilities. Men are not permitted to wear hats in the clubhouse.

GUEST PRIVILEGES

Guest privileges may be extended under the rules established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that accompany a member on any given day. The Club shall establish from time to time the rate of the daily guest

fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion.

1. The same individual cannot be a guest at the Club more than six times during a membership year. This restriction shall not apply to a member's immediate family. Immediate family consists of spouses and un-married children under the age of 23.

2. All guests must be accompanied by a member while using the Club Facilities. In order to accommodate our members, during certain off-peak times, unaccompanied guest play is permitted provided they are sponsored by a member.

3. Guests will not be permitted to play golf after 11:00 a.m. on Fridays or before 1:00 p.m. on Saturdays, Sundays and holidays, unless otherwise determined by the Club.

4. A particular individual using the Club Facilities as a guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club.

5. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees.

6. Guest fees and charges for any services will be charged against the sponsoring member's Club account.

7. The Club may limit guest privileges, from time to time, in the sole and absolute discretion of the Club. The Club will give notice of such limitation.

8. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

GENERAL GOLF RULES

1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.

2. "Cutting-in" is not permitted at any time. All players must check in with the starter.

3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.

4. Speed of play: It is the goal of all players to complete their round in less than four hours. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. If your group falls one complete hole behind the group ahead, you are required to allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. It is also the responsibility of all groups to freely advise less observant groups, if the pace of play is adversely affected by them. The Golf Staff has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the course.

5. If a player is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.

6. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the starter to resume play.

7. All tournament play must be approved in advance by the Golf Professional.

8. Players should enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.

9. Players should repair all ball marks on the green.

10. Players should repair all divots.

11. Searching for balls other than those played by members of the group is not allowed on the course at any time.

12. Each player must have his or her own set of golf clubs.

13. Proper golf attire is required for all players. Proper attire shall mean the following:

- Men: Shirts with collars and sleeves, slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, blue jeans, work jeans, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts are not permitted.
- Women: Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, blue jeans, swim wear, tennis dresses, short shorts, or other athletic shorts are not permitted.
- Shoes: Appropriate golf shoes are required for all golfers. Use of soft spikes of a type approved by the Club is mandatory. Football, soccer or other large knobby spike shoes are not allowed. Tennis shoes or other soft sole shoes are subject to the approval of the golf professional on duty.

This dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the golf shop before starting play.

14. If lightning is in the area, all play shall cease.
15. Jogging, bicycling, skate boarding, rollerblading, fishing or recreational walking is not permitted on the golf course at any time.
16. No beverage coolers are permitted on the course unless provided by the Club.
17. "Discontinued Play" Policy for Guests: less than three holes played - full eighteen-hole credit; less than twelve holes played - nine-hole credit.
18. Twosomes and singles shall be grouped with other players, if available, at the discretion of the pro shop manager.
19. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the pro shop manager.
20. In the spirit of preserving the finer traditions of the game and the natural beauty and uniqueness of the Club's property, the golf course has been designed as a walking course. Accordingly, walking is mandatory with a caddie unless otherwise approved by the Club. Use of golf carts is not permitted unless otherwise determined by the Club. When walking without a caddie is permitted, the Club may allow use of a pull cart in its discretion.

HOURS OF PLAY

The hours of play and pro shop hours shall be posted in the pro shop. The pro shop manager shall determine when the golf course is fit for play.

GOLF STARTING TIMES

It is the intention of the Club to have no tee time reservation policy. Members will be welcome to play without having to reserve a tee time in advance. We strongly suggest you call in advance to enable the golf staff to better manage the caddie inventory. However, in the event the Club finds it necessary in order to provide for the utmost playing pleasure for all our members, the Club reserves the right to establish tee time reservation policies from time to time.

REGISTRATION

All members and guests must register in the pro shop before beginning play.

PRACTICE RANGE

1. The practice range is open during normal operating hours as posted in the golf shop. The practice range may be closed for special events or general maintenance at the Club's discretion.
2. Range balls are for use on the practice range and may not be used on the golf course.
3. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.
4. Use of other than designated areas on the practice range is prohibited.
5. Proper golf attire is required at all times on the practice range.
6. Hand bag ball shaggers are not permitted.
7. Lessons by unauthorized professionals are not permitted.

CADDIES

One of the benefits of membership in East Hampton Golf Club is the Club's caddie program. The Club requires that all members, family members and guests use caddies. The following rules apply to the use of caddies:

1. All caddie arrangements should be made through the caddie master or golf shop.
2. Members will charge caddie fees to their Club account by signing a caddie chit. The amount shown on the chit will then be billed to the member's Club account.
3. Caddies carry the golf clubs for the golfers and tend to the following needs of the golfers:
 - Replace divots;
 - Rake sand traps after the play is finished, if the player does not;
 - Clean clubs as they are used; and
 - Tend the flag.
4. There will be a per hour charge for a caddie waiting during bad weather, if the members requests the caddie to wait.

HANDICAPS

1. Handicaps are computed under the supervision of the golf shop in accordance with the current USGA Handicap System.
2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the golf shop.
3. Members are responsible for turning in all their scorecards on a daily basis. Any member failing to turn in a scorecard shall result in a score being posted that is equal to their lowest score on record. The golf shop shall post all scores.
4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The golf shop shall determine if there are violations by members in turning in their scores.
5. The Club reserves the right to adjust handicaps for Club tournament play. The Club also reserves the right to deny any member entry into tournament play for handicap manipulation.