



## **Annual Pass Agreement**

### **Introduction to Rules and Regulations**

The following are the rules and regulations governing use of Tot Hill Farm Golf Club by Annual Pass holders and guests under the Club's Annual Pass Program. These rules and regulations replace and supersede all prior rules, regulations, and all other membership agreements that may have been implemented in the past. Such prior agreements are no longer valid, and they are not binding on Management.

### **Tot Hill Farm Management, Nature of Annual Pass**

Tot Hill Farm Golf Club is operated by Tot Hill Farm Golf LLC. An annual pass in Tot Hill Farm Golf Club is a special benefit being made available to Tot Hill Farm residents, and any individual chosen by Management.

As the operator of the Club, Management retains the right to decide all issues regarding operation and Management of the Club including but not limited to the booking of tee times and reservation of the golf course by groups and tournaments. Management also reserves discretion to implement, revise, restrict, or otherwise control all aspects of the sale and or benefits of the Annual Pass and the benefits that Annual Pass grants holders of those Annual Passes. Management may change, alter, or discontinue the sale of Annual Passes at its discretion. Management reserves the right to permit public play at Tot Hill Farm Golf Club.

The Annual Pass holder obtains a non-equity, non-participatory right to use Tot Hill Farm Golf Club, and obtains no rights, benefits, or responsibilities with regard to ownership or operation of Tot Hill Farm Golf Club or the Annual Pass program other than those expressly stated of all fees, monthly charges, and fines. Annual Pass program is non-transferable.

Management reserves the right to refuse the sale of the Annual Pass program to any person or party.

### **Annual Pass Benefits**

Each Annual Pass holder is entitled to certain benefits, depending upon the Annual Pass that is purchased as described in the Annual Pass benefits description, which is incorporated herein and made part of these rules and regulations. Annual Pass benefits are provided on a month-to-month basis commencing the date of the purchase of the Annual Pass, subject to Management's right to suspend or terminate Annual Passes as more specifically provided herein.

### **Annual Pass Use**

Only the individual Annual Pass holder (and designated Family Member(s) upon payment of the appropriate fee(s) is (are) entitled to the use of Tot Hill Farm Golf Club. Use of the Tot Hill Farm Golf Club under any Annual Pass program is conditioned upon the timely payment of all fees, deposits, monthly charges, and satisfaction of any other obligations owed by the Annual Pass holder to Tot Hill Farm Golf Club.

### **Credit Card Information**

Tot Hill Farm Golf Club will accept cash, check, and credit card payments for the monthly charges. All daily purchases by an Annual Pass holder will be paid at time of receipt of such services.

All monthly Annual Pass holder fees will be due and payable in full upon receipt of an invoice. Annual Pass holder agreements may be discontinued at any time, and may be denied to an Annual Pass holder and applicable partner and authorized dependents for failure to timely pay charges for monthly fees.

Any such Annual Pass holder who is delinquent may at Management's election have their Annual Pass benefits revoked and forfeited to Management. Such forfeiture shall not prejudice or affect in any manner the right of Management to collect such delinquent amount.

Following the applicant's signature at the end of this agreement is information for a major credit card issued to the applicant, which Tot Hill Farm Golf Club may charge upon default in the payment of Tot Hill Farm monthly fees and charges.

### **Tee Times**

The purchase of an Annual Pass program does not guarantee or reserve tee times on the golf course. The purchaser of an Annual Pass program is not entitled to or granted any rights with regard to access to the golf course other than the advance reservations outlined for the applicable Annual Pass program on a tee availability basis. Management also reserves the right to schedule, conduct and/or authorize golf tournaments, which include guests who are not Annual Pass holders. During such events, Annual Pass holders may not be able to use Tot Hill Farm Golf Club's facilities.

### **Death of Dissolution of Annual Pass Holder/ Transferability**

All of the benefits of an Annual Pass will terminate upon the death or dissolution of an Annual Pass holder. No person shall have rights to a deceased or dissolved individual's Annual Pass program. Under no circumstances shall any Annual Pass holder have the right to transfer his/her Annual Pass program. Each Annual Pass is personal to the individual whose name appears in this document.

### **Restriction, Suspension or Expulsion from Annual Pass Program**

Any Annual Pass holder who violates the rules and regulations contained in this document shall be subject to fine, suspension and/or immediate revocation of his/her Annual Pass. All Annual Pass holders found to be in violation of the rules and regulations may be denied all Annual Pass privileges. The denial of privileges may apply to one or more family members in Management's sole and absolute discretion.

### **Restriction or Suspension**

Management at all times has the absolute right to restrict or suspend for a definite or indefinite time the Annual Pass holder's privileges who Management finds has violated any rule, regulations, or policy established in the rules and regulations contained in this document (or otherwise established by Management for the operation of Tot Hill Farm Golf Club) or whose behavior is disruptive to the operation of Tot Hill Farm Golf Club. The prior imposition of a fine is not necessary prerequisite to restriction or suspension.

### **Termination and Resignation**

Annual pass programs may be terminated voluntarily by an Annual Pass holder. Any Annual Pass holder must resign by letter of resignation to the Tot Hill Farm Manager. The letter may be delivered via postage or via email. The Annual Pass holder is responsible for all dues and charges accumulated until the date the letter of resignation is accepted by Tot Hill Farm Golf Club. The Annual Pass holder is responsible for all monthly fees and charges accumulated until the date the letter of resignation is accepted by Tot Hill Farm Golf Club. If an Annual Pass holder resigns, the Annual Pass holder will not be reimbursed by Tot Hill Farm Golf Club for any monthly fees or charges previously paid.

### **Rules**

Each Annual Pass holder agrees to abide by all rules and regulations established by Management relating to the conduct of Annual Pass holders and other customers of Tot Hill Farm Golf Club. Stated rules may include, without limitation, rules regarding proper conduct, dress code, and golf etiquette.

### **Revocation**

An Annual Pass may be revoked and the rights of any person or persons entitled to privileges under the Annual Pass may be terminated for the following reasons:

1. Sixty-day delinquency or frequent delinquency in required payments as described above
2. Commission of any felony or misdemeanor theft at Tot Hill Farm Golf Club
3. Willful destruction of Tot Hill Farm Golf Club, staff, or customer property
4. Physical or gross verbal abuse of staff or customers
5. Continued and repeated violations of any rules or policies
6. Conduct which seriously detracts from Management's absolute right to manage Tot Hill Farm Golf Club and preserve its financial integrity

### **Sale of Tot Hill Farm Golf Club**

The owner of the golf course retains the right to sell or otherwise transfer operations of Tot Hill Farm Golf Club and all of its facilities to another party at its sole discretion. The owner is not required to give notice of any such sale or transfer or to request or obtain approval of any such sale or transfer or to request or obtain approval of any such sale or transfer from Annual Pass holders or Management. Any

such sale or other transfer shall be subject to each Annual Pass holders continued use of their benefits for the period of time remaining on the Annual Pass.

**Terms and Conditions of the Annual Pass**

The use of Tot Hill Farm facilities and any privilege or service incident to the Annual Pass program is undertaken with knowledge of risk of possible injury. The undersigned applicant, for himself or herself and family members, hereby accepts any and all risk of injury to himself and/or herself, his and/or her guests and family sustained while using the Tot Hill Farm Golf Club facilities or involved in any event or activity incident to the Annual pass program. In accepting the risk of injury, the undersigned, for himself or herself and family members and guests, understand that he and/or she relieves Tot Hill Farm Golf LLC and its successors and assigns, and their members, directors, officers, partners, shareholders, management, employees, agents and affiliates and the members of any Advisory Board of Tot Hill Farm Golf Club from any and all loss, cost, claims, injury, damages, or liability sustained or incurred by him and/or her, his and/or her guests and family resulting from or arising out of any conduct or event connected with participation in the Annual Pass program and the use of any of Tot Hill Farm Golf Club’s facilities.

Note: No person is authorized to make any representations or purport to enlarge upon the information contained in this document. If you receive any representation other than what is written here, please notify Tot Hill Farm Golf Club’s Manager in writing.

The undersigned hereby agrees to be bound by the term of the rules and regulations contained in this document as they may be amended by Management in its sole discretion.

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Signature of Applicant	Print Name	Date
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Signature of Applicant	Print Name	Date
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Signature of Tot Hill Farm Manager	Print Name	Date
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**Annual Pass Holder Information**

Name \_\_\_\_\_

Spouse/Partner \_\_\_\_\_

Children Name \_\_\_\_\_

Home Address \_\_\_\_\_

Mobile \_\_\_\_\_

Email \_\_\_\_\_

Birthday \_\_\_\_\_

Employment \_\_\_\_\_

Title \_\_\_\_\_

GHIN Number \_\_\_\_\_

Emergency Name and Phone Number \_\_\_\_\_



## Annual Pass Benefits and Fees

### Benefits

Unlimited green fees

Reduced guest fees

Unlimited range privileges

GHIN handicap fee

Reduced rates at The Links at Stono Ferry (Charleston, SC) and The Plantation Course at Edisto (Edisto Beach, SC) when arranged through the Tot Hill Farm pro shop staff

Zero initiation fees

Zero opportunity for assessments

### Fees

Initiation Fee                                \$0

Monthly Fee                                \$250 Individual                                \$300 Family

Trail Fee                                \$1,500 (Only available to individuals who currently have the plan)

\$500 discount on trail fee for those who paid trail fee in 2023

Cart Fee                                \$25 for 18 per person                                \$14 per person for 9



### **Annual Pass Holder Guidelines**

1. Policies and procedures subject to change.
2. A tee time can be made one week in advance for Annual Pass holder and up to three guests.
3. Annual Pass holders can only book one tee time per day.
4. Permission must be given by pro shop for fivesomes to play.
5. Proper golf attire is required while playing.
6. Two carts per foursome. If there is a need for a third cart, Annual Pass holder agrees to pay for additional cart.
7. Must cancel tee time within twenty-four hours of tee time to avoid being charged a no-show fee.
8. All Annual Pass holders must check in at pro shop prior to play.
9. Pass holders must commit to paying for twelve consecutive months.



Dear Tot Hill Farm Homeowner:

Thank you for being a part of a beautiful neighborhood that features a Mike Strantz design golf course set adjacent to the Uwharrie Nation Forest. The beauty is breathtaking, and the peace and tranquility truly makes Tot Hill Farm a very special place to call home. As a homeowner, you have a unique opportunity to be a part of the Annual Pass program. The Annual Pass is being offered exclusively to Tot Hill Farm homeowners and select individuals by invitation. There are no initiation fees or assessments with the Annual Pass. The program features unlimited green fees, free range, free handicap fees, and reduced guest fees. It also allows you to play The Links at Stono Ferry and The Plantation Course at Edisto at a discounted rate. Both are located in the Charleston, SC area.





Tot Hill Farm Annual Pass Holder

Contract Addendum

I \_\_\_\_\_, understand that I am making a twelve month commitment to the Annual Pass program as of \_\_\_\_\_. I also agree to an automatic credit card payment that will be made on the second day of every month.

Authorization to Charge

(I authorize Tot Hill Farm to charge the card listed below on the second day of every month.)

Name: ----- Type of card: MC Amex Visa

Card Number: ----- Exp. Date: ----- V-code:-----

Billing Zip Code:----- Signature: -----