

# **NEW RULES AND REGULATIONS**

## **MIMOSA GOLF RULES AND REGULATIONS**

**June 2016**

## **AUTHORITY**

Clark Development Corporation (“**CDC**”), in its capacity as the manager and operator of the [former] Mimosa Leisure Estate (the “**Estate**”) and by virtue of Republic Act No. 7227, as amended, Executive Order No. 62 and Executive Order No. 80, series of 1993, approved the privatization of the Estate through public bidding. In response thereto, Filinvest Land, Inc. (“**FLI**”) and Filinvest Development Corporation (“**FDC**”) submitted a bid which was rated as the Single Calculated and Complying Bid and qualified for post-qualification.

Following the successful privatization of the Estate, CDC and Filinvest Mimosa, Inc. (“**FMI**”), a wholly-owned subsidiary of FLI and FDC, entered into a 50-year Lease Agreement (the “**Lease Agreement**”) on 22 April 2016, whereby FMI was granted the right to lease, manage, develop and operate the Estate. FMI has, in turn, designated Mimosa Cityscapes, Inc. (“**MCI**”) to assume sole authority over the operations, maintenance and management of the golf course facilities located on the Estate (“**Mimosa Golf**”).

Among the obligations of FMI under its Lease Agreement with CDC is to recognize the playing privileges of the members of the former Mimosa Golf and Country Club previously administered by Mondragon Leisure and Resorts Corporation (the “**Playing Right Holders**” or “**PRH**”) who were formally endorsed by CDC to FMI on 01 June 2016, subject to their continued compliance with the Rules and Regulations (the “**Rules**”) as may be promulgated by MCI or the management of Mimosa Golf.

Save for the corporate accounts who shall be allowed to change their respective nominees, Mimosa’s obligation to honor playing privileges is limited to the individuals whose names are included in the official endorsement of CDC. Accordingly, no playing privilege shall be extended to their spouses or children. Nevertheless, the spouses and children may continue to access the facilities of Mimosa Golf upon payment of the applicable fees and charges.

MCI reserves all rights and is and shall be fully entitled to, at any time or from time to time, in its sole and absolute discretion, (1) alter, revoke or add to all or any of the Rules governing Mimosa Golf, (2) promulgate additional rules or any other issuance concerning any of the matters referred to in these Rules and shall form part of these Rules and (3) alter, revoke or add to all or any of such Rules. All Rules adopted and implemented by MCI, in its sole and absolute discretion, shall be binding on all Playing Right Holders as well as the nominees of the Corporate Playing Right Holders and all other persons at or within Mimosa Golf.

It is further hereby understood that the PRH shall not have any form of ownership or ownership rights whatsoever in Mimosa Golf, any of its assets, its operations, its buildings and its land.

## ***PRIVILEGES OF PLAYING RIGHT HOLDERS***

1. MCI shall provide for the use of the Playing Right Holders a 36-hole golf course, clubhouse and such other facilities as MCI may from time to time consider appropriate and subject to such terms and conditions as MCI may, in its sole and absolute discretion, determine.
2. Each Playing Right Holder is, subject to the obligations and liabilities on his part as a Playing Right Holder, entitled to use and enjoy in common with the other Playing Right Holders the facilities of Mimosa Golf in accordance with these Rules and other regulations as may be adopted and promulgated by MCI.
3. Subject to their continued compliance with these Rules, the Playing Right Holders may enjoy their playing privileges in Mimosa Golf until 27 February 2044.
4. No playing privileges shall extend to the spouse and/or children of the Playing Right Holders.
5. The recognition as a Playing Right Holder may not be construed as conferring upon a Playing Right Holder any ownership, rights, benefit, title or interest whatsoever to or in any property, assets or undertaking whatsoever at or within or otherwise relating to Mimosa Golf.

## **TRANSACTIONS RELATING TO THE PLAYING RIGHTS**

### **A. Non-transferability of Playing Rights**

No transfer, conveyance, sale or assignment of the playing rights shall be allowed. Except as permitted pursuant to a lease of playing rights or change of corporate nominee approved by MCI, the enjoyment of the playing privileges shall be strictly exclusive and available to the individuals identified in the official endorsement provided by CDC on 01 June 2016. As such, the playing privileges shall not be extended to the spouses and/or children of the Playing Right Holders.

In any case, persons who want to play in Mimosa Golf may do so through online booking channels and upon payment of the applicable playing fees.

### **B. Lease of Playing Rights**

An Individual Playing Right Holder may apply to MCI for the lease of his/her playing rights for **one (1)** year to another individual at or over the age 21 years.

Approval of such application for the lease of playing rights may be granted by MCI upon the submission of the following requirements:

1. Letter of Intent to Lease Playing Rights (Mimosa Golf Form L-1)
2. Duly accomplished Application Form for Lease of Playing Rights (Mimosa Golf Form L-2)
3. Duly accomplished Golfer Information Sheet of the Playing Rights Lessee (Mimosa Golf Form A-1)
4. Five (5) original copies of the duly notarized Lease Agreement
5. One (1) piece 1"x1" photo of the Playing Right Lessee
6. Photocopy of passport and/or any valid government-issued ID with photo of the Playing Right Lessee

MCI reserves the right to give or withhold its approval of such application for change in corporate nominee, in its sole and absolute discretion, without giving any reasons or justifications therefore.

The Playing Right Lessee, regardless of citizenship or residence, shall pay to MCI a leasing fee in the amount of **Php150,000.00** and the **equivalent of the monthly dues for twelve (12) months** for the effectivity of the lease of playing rights.

Upon approval by MCI of the application for lease of playing rights, MCI shall issue a corresponding Certification of Lease of Playing Rights (Mimosa Golf Form L-3). The Playing Right Lessee shall be entitled to enjoy and use the playing rights in Mimosa Golf from the date of the said certification.

During the life of the lease, the Playing Right Lessee shall be permitted to use the facilities in Mimosa Golf as if he/she were an Individual Playing Right Holder, provided that the Individual Playing Right Holder has not ceased to be a Playing Right Holder for whatever cause.

The rights of the Playing Right Lessee shall not extend to his/her spouse and children.

The lease of playing rights shall be valid for a period of **one (1)** year and the renewal thereof shall be subject to approval of MCI. No refund shall be effected in case of pre-termination of the lease agreement between the Playing Right Holder and the Playing Right Lessee.

The Playing Right Lessee shall be subject to all the rules and regulations that MCI may, in its sole and absolute discretion, from time to time, determine. In case of any breach of such rules by the Playing Right Lessee, MCI shall have the right to terminate the Lease Agreement, through the Playing Right Holder, at any given time. The pre-termination for breach of conditions by the Playing Right Lessee shall not entitle him to any refund of the lease payment or the unused portion of the monthly dues that was paid in advance.

It is hereby understood by the Playing Right Holder and the Playing Right Lessee that it shall hold MCI free and harmless from any liens or dispute that may arise between the Playing Right Holder and the Playing Right Lessee.

### **C. Change or Replacement of a Corporate Nominee**

A Corporate Playing Right Holder may apply to MCI for the change of its corporate nominee/s to any of its Directors or Officers at or over 21 years.

Approval of such application for change of corporate nominee/s may be granted by MCI upon the submission of the following requirements:

1. Duly accomplished Corporate Nominee Replacement Form (Mimosa Golf Form N-1) signed by the authorized corporate signatory
2. Duly accomplished Golfer Information Sheet of the new corporate nominee (Mimosa Golf Form A-1)
3. One (1) piece 1"x1" photo of the new corporate nominee
4. Corporate Secretary's certification of the Board Resolution authorizing the change of nominee and designating the authorized corporate signatory (For documents executed abroad, must be authenticated by the appropriate Philippine Consulate)
5. Photocopy of passport and/or any valid government-issued ID with photo of the new corporate nominee
6. For domestic corporations, copy of the latest General Information Sheet of the Corporate Playing Right Holder filed with the Securities and Exchange Commission, as applicable

7. Latest Employment Contract with the corporation with playing rights of the new corporate nominee and Certificate of Employment
8. Playing Right Holder cards issued to the previous nominee and his/her declared dependents (as applicable)

MCI reserves the right to give or withhold its approval of such application for change in corporate nominee, in its sole and absolute discretion, without giving any reasons or justifications therefore.

The new corporate nominee, regardless of citizenship or residence, shall pay to MCI the re-nomination fee in the amount of **Php75,000.00** for the effectivity of the nomination.

Upon approval by MCI of the application for change of corporate nominee, MCI shall issue a corresponding Certification of Change of Corporate Nominee (Mimosa Golf Form N-2). The new corporate nominee shall be entitled to enjoy and use the playing rights in Mimosa Golf from the date of the said certification.

Each corporate nominee shall be permitted to use the facilities of Mimosa Golf as if he/she were an Individual Playing Right Holder, provided his/her nomination has not been withdrawn by the Corporate Playing Right Holder concerned and provided further that such Corporate Playing Right Holder has not ceased to be a Corporate Playing Right Holder for whatever cause.

The playing privileges of the corporate nominee in Mimosa Golf shall not extend to his/her spouse and children.

As a condition for his/her nomination being approved, each corporate nominee will be required by MCI to abide by these Rules and other regulations whatsoever of Mimosa Golf and to undertake to pay Mimosa Golf accounts in accordance with these Rules.

Each Corporate Playing Right Holder shall be liable to pay its accounts in accordance with these Rules, whether or not it has any corporate nominees.

## **LIABILITIES OF PLAYING RIGHT HOLDERS**

A Corporate Playing Right Holder and its corporate nominee (together with the spouse of such nominee, if any) or, in case of an Individual Playing Right Holder, the Individual Playing Right Holder, shall be jointly and severally liable for all acts and omissions by any of them or their children or guests (as applicable) and all other obligations and liabilities whatsoever arising out of, whether directly or indirectly, or otherwise relating to the playing rights of such Corporate Playing Right Holder or Individual Playing Right Holder, as the case may be, or the use by them respectively of Mimosa Golf facilities.

There are no signing privileges and credit lines that will be afforded to playing right holds. All transactions should be settled through cash or credit card prior to departure.

## **DELINQUENCY, SUSPENSION AND TERMINATION OF PLAYING RIGHTS**

### **A. Delinquent Status**

Failure to pay the monthly dues within **thirty (30)** days from receipt of the statement of account for the relevant month shall result in placement of the Playing Right Holder in delinquent status. During the period of delinquency, the Playing Right Holder may continue to enjoy his playing privileges. However, the amount of monthly dues shall incur a delinquency interest of **ten percent (10%)** per month, calculated monthly on a compound basis.

### **B. Suspension**

The playing privileges of a Playing Right Holder who accumulates more than **three (3)** months of arrears in applicable monthly dues and fees at any given time shall be suspended.

An Individual Playing Right Holder or any corporate nominee of a Corporate Playing Right Holder who has been placed in suspended status may apply to MCI for the reinstatement of his/her playing rights upon the submission of the following requirements:

1. Duly accomplished Application Form for Reinstatement (Mimosa Golf Form R-1)
2. Payment of the following amounts:
  - a) Full amount of applicable dues and fees in arrears plus the corresponding compounded delinquency interest
  - b) Reinstatement Fee in the amount of **Php25,000.00**.

Upon approval by MCI of the application for reinstatement, MCI shall issue a corresponding Certification of Reinstatement (Mimosa Golf Form R-2). The reinstated Playing Right Holder (or the corporate nominee, in case of Corporate Playing Right Holders) shall again be permitted to enjoy and use the facilities in Mimosa Golf from the date of the said certification.

### **C. Delisted Status**

A Playing Right Holder shall cease to be a Playing Right Holder, in case of the occurrence of any of the following events:

1. The Playing Right Holder tenders to MCI a letter expressing his intent to terminate his playing rights;
2. The Playing Right Holder has been expelled in accordance with these Rules;
3. The Playing Right Holder has passed away;
4. The Playing Right Holder has accumulated arrears in the applicable fees and dues of more than six (6) months;
5. Expiration of the term of the playing privileges extended to the Playing Right Holders on 27 February 2044;
6. MCI ceases to be the operator and manager of the Golf Course due to the expiry or termination of the Lease Agreement between FMI and CDC, for whatever cause.

Upon a person ceasing to be a corporate nominee of a Corporate Playing Right Holder, he/she shall no longer have any rights or playing privileges with regard to Mimosa Golf.

### ***INACTIVE STATUS***

MCI shall no longer accommodate new applications for placement in inactive status. Nevertheless, Playing Right Holders who are identified as "Inactive" at the time of CDC's endorsement will be recognized until the expiration of its inactive status. Thereafter, the inactive status shall be considered automatically reactivated and the respective Playing Right Holders shall again be liable to pay the monthly dues in order to maintain their playing privileges in Mimosa Golf.

### ***EXPULSION OF PLAYING RIGHT HOLDERS***

MCI may expel or suspend any Individual Playing Right Holder or any corporate nominee of a Corporate Playing Right Holder who has conducted himself/herself in any way injurious to Mimosa Golf or contrary to the interest of MCI or has committed any breach of these Rules or any other regulation implemented by MCI with respect to Mimosa Golf.



A Playing Right Holder who has been expelled under this provision shall cease to be entitled to any rights or privileges attaching to his playing rights and shall, upon demand by MCI, surrender to MCI his Playing Right Holder Card.

### ***DEATH OF A PLAYING RIGHT HOLDER***

The playing privilege shall cease upon the death of an Individual Playing Right Holder. No right may be transmitted to his heirs through succession.

Upon the death of a corporate nominee of a Corporate Playing Right Holder, the Corporate Playing Right Holder shall be entitled to appoint a replacement nominee, subject to payment of applicable fees and submission of other documentary requirements under these Rules.

### ***FEES***

Any fees or other charges whatsoever payable for the use of any of the facilities in Mimosa Golf shall be in such sums as MCI may, in its sole and absolute discretion, determine from time to time. The details of such fees and charges shall be published or provided to the Playing Right Holders in such manner as MCI may consider appropriate.

The new rates fees of applicable fees are as stated in Annex "A" hereof.

### ***MONTHLY DUES***

Each Playing Right Holder shall pay monthly dues applicable to his class of playing rights in respect of each month during which he is a Playing Right Holder. The payment of such monthly dues shall entitle the Playing Right Holder to enjoy the golf course facilities for the month concerned.

MCI reserves all rights to amend the rates of the monthly dues, at any time and from time to time as MCI may, in its sole and absolute discretion, determine. Any changes in the applicable fees and rates shall be provided to the Playing Right Holders through such means as MCI may consider appropriate.

For Corporate Playing Right Holders, the payment of the monthly dues shall be for the account of the corporate nominee. However, the Corporate Playing Right Holder shall be entitled to receive notification of delinquency in case of failure of its corporate nominees to pay the monthly dues.

All other amounts arising from the use of the facilities in the Estate, such as consumable food and beverage charges, by a Playing Right Holder, a corporate nominee of a Corporate Playing Right Holder shall be settled on the day the charges are incurred in cash or credit card.

The new rates of monthly dues are as stated in Annex "A" hereof.

## ***PAYMENT OF ACCOUNTS***

Each Playing Right Holder shall receive a statement of account from MCI in each calendar month. Each account shall contain a statement of the monthly dues payable in respect of the current calendar month and statement of the amount payable by such Playing Right Holder in respect of the use by him/her (or, in the case of a Corporate Playing Right Holder, its Corporate Nominee) of the facilities of Mimosa Golf during the previous month.

Each Playing Right Holder shall pay his account in full within **thirty (30)** days from the date of receipt of such statement of account.

If after the lapse of such 30-day period, the Playing Right Holder has failed to settle the amount in the Statement of Account pertaining to the monthly dues and other charges, a delinquency interest of **ten percent (10%)** per month computed from the day following the last day of the 30-day period will be charged on the outstanding amount until full payment thereof.

All monthly dues and other charges payable by a Playing Right Holder to MCI shall constitute an independent and separate liability of such Playing Right Holder to MCI and shall not, unless MCI shall determine otherwise in respect of particular Playing Right Holder, be set off against any amount payable by MCI to such Playing Right Holder.

The rights of the MCI hereunder shall be without prejudice to any other rights and remedies available to MCI against such defaulting Playing Right Holder.

Payments of the monthly dues and other charges may be paid in cash, credit card or check payable to Mimosa Cityscapes, Inc. Cash and credit payments may be received through the MCI through the Golf Relations Office located at Villa 1099.

## ***NOTICES AND MEMBERSHIP INFORMATION UPDATE***

Any and all notices and correspondences required or permitted hereunder shall be in writing and shall be sufficiently given if (1) delivered in person to the Golf Relations Office of the Golf Course or (2) sent by certified or registered mail, return receipt requested, postage prepaid.

It shall also be the obligation of the Playing Right Holder to promptly notify MCI through the Golf Relations Office of any change in his/her respective billing information.

# ETIQUETTE ON THE GOLF COURSE

## CODE OF CONDUCT

To ensure enjoyment of all at Mimosa Golf, we require that all Golfers behave in a manner which reflects sportsmanship, integrity, courtesy and respect. It is expected that this behavior will extend not only to fellow golfers but to all the staff - caddies, grounds keepers, waiters, etc. - that operate the golf course.

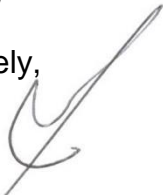
Mimosa Golf discourages conduct which reflects badly on the game of golf, including but not limited to:

- Bad temper, club throwing, foul and abusive language
- Failure to adhere to the rules and etiquette of the game of golf
- Unsportsmanlike conduct and unnecessary gamesmanship
- Physical violence and threatening behavior

Any person engaging in any behavior that is in breach of the code of conduct may be expelled from Mimosa Golf. Mimosa Golf reserves the right to bar future entry to the golf course. It is the duty of every golfer to report such behavior.

Let's work together to make golfing at Mimosa Golf the best possible experience. Happy Golfing!

Sincerely,



James Montenegro  
Interim-General Manager

## **BEHAVIOUR**

- All golfers and guests to Mimosa Golf should behave in a respectful manner towards each other and the staff.
- Threats against the well-being of any individual will be taken seriously which can result from an individual being banned from Mimosa Golf.
- It is a responsibility for everyone to know and conform to the all the house rules.

## **DRESS CODE**

- Mimosa Golf expects all golfers to conform to dress standard within the premises at all times.
- The course prefers neat casual attire which includes collared shirt/polo, tailored trousers/shorts and soft spike golf shoes or running shoes are acceptable. However, other relaxed dress attire like dress pants and capris, golf-style and walking shorts, dresses, skirts and blouses, Round-collared, recognized golf tops, and such other attire that are equally appropriate.
- No person will be allowed on the course wearing jeans, football/rugby type shirts and shorts, vest-type tops or collarless t-shirts, tracksuits or shell suits. Shorts must be tailored and smart.
- Playing Right Holders are responsible for informing their guests about the dress code.
- Players must wear golf shoes, unless they are under the age of 18 years old or have some form of disability preventing them from doing so.

## **PLAYING RIGHT CARDS**

- Playing Right Holders must carry their Playing Right Cards while inside the Club premises.
- Spouses of Playing Right Holders and their children below 21 years old are not entitled to use the Playing Right Cards of their husband/parent. Should they want to use the facilities they may do so at the published public rates.
- Playing Right Holders must present their membership cards upon registration to get a passport.
- Playing Right Holders shall present their Playing Right Cards for all their transactions at the Club.
- Playing Right Cards are non-transferable and shall remain the property of Mimosa Golf and must be surrendered to the Client Relations Office when the Playing Right Holder resigns or his/her Playing Rights are terminated.
- Lost Playing Right Cards shall be replaced at a cost of P500.00 per card plus other documentary requirements as set by Mimosa Golf.

## **PHONES**

- Mobile phones, if carried on the course, must be switched off or to silent mode.
- Phone calls while on course is highly discouraged. If necessary due to emergency, please move to the side and conduct the call in a quiet respectful manner.

- If there will be a prolonged conversation wave through the golfers behind you or leave the golf course.
- Mobile phones should not be used within the Veranda and/or lounge area. They should be switched to silent and, if answered, calls should be taken outside the Veranda area.

## **GALLERIES/SPECTATORS**

- Galleries/Spectators are not allowed.
- Only paying golfers are allowed on the golf course.
- Regular rates are applied for those who wish to be a spectator.

## **CADDIES**

- All golfers are required to have at least one caddy.
- Golfers are also required to pay the caddy fees at the registration before the start of the game.

## **GOLF CARTS**

- Caddies will be allowed to drive the golf carts with the permission of the renter of the golf cart.
- A maximum of three (3) persons are allowed to ride the golf cart.

## **SLOW PLAY AND BEHAVIOUR**

- Players should play at a good pace. The Golf Director/Marshalls may establish pace of play guidelines that all players should follow.
- It is a group's responsibility to keep up with the group in front. If it loses a clear hole and it is delaying the group behind, it should invite the group behind to play through, irrespective of the number of players in that group. Where a group has not lost a clear hole, but it is apparent that the group behind can play faster, they should invite the faster moving group to play through.
- A 4 ball should aim to complete a round within 4 hours and 45 minutes (285 minutes); each player in the group is responsible for its pace. In a competition, the Tournament Director reserves the right to penalize each player, in any group, that they consider guilty of slow play. If a player or group consistently disregards the requirements to observe the etiquette of the game during a round, or over a period of time, the Tournament Committee may impose disciplinary action against that group or player.
- Players should be ready to play as soon as it is their turn to play.
- All players should conduct themselves in a disciplined manner, demonstrating courtesy and sportsmanship at all times, irrespective of how competitive they may be.

## LOST BALLS

- If it is likely that a ball may be lost, unplayable or out of bounds, a provisional ball should be played before going forward.
- Players searching for a ball should, as soon as they realize the ball will not be quickly found, signal the group behind to play up; they should not wait until the ball has been declared lost (5 minutes).
- Play should not continue until it is safe to do so.

## PITCH MARKS AND DIVOTS

- Pitch marks should always be repaired before leaving the green and divots replaced with care elsewhere on the course.
- Golf bags should always be left at the side of the green and caddy cars/buggies must not encroach on the apron of the green.
- All direction signs on the course must be obeyed.

## SCORE CARDS

- The Starter in the Golf Course will control all play and operates the starting sheet. In competitions/tournaments, the tournament director and starter has the authority to move players' tee times forward or back to aid the management of competitions. Players failing to co-operate with the starter could be disqualified from the competition.

## TEE TIME and BOOKING

- Players may book tee times online via [www.mimosagolf.com](http://www.mimosagolf.com). On the day of play the Pro-shop will also accept bookings. Call-ins will not be accepted, but a Golfer may present himself to the registration desk and a tee time. Only paid tee time will be guaranteed.
- Tee Times are first come first serve and Golf Playing Rights Holders are only allowed to book tee times for the current month.
- All cancellations have to be done 72 hours prior to his tee time. Cancellations after 72 hours will be **fully charged** and payment will have to be made to access another tee time.
- Certain tee times will be made available for playing rights holders. These tees will appear online once you have entered your Golfer Player Rights number.
- The players should be at the designated tee ground 5 minutes before their tee time or they will be bumped off to the next possible available tee time.

## **USE OF DIFFERENT TEE AREAS**

The tees should be used as follows:

- Red Markers – used for Club competitions unless otherwise authorized by the tournament committee and Senior Golfers.
- Blue Markers – used by Lower Handicapped Golfers
- Gold Markers – used by Single-digit handicapped Golfers and Professional Golfers.
- All golfers should use their respective Tees.

## **BAG TAGS**

- Porters at the bag drop area will issue the bag tag to the golfer after getting information such as: name, Playing Right Holder or guest, number of golf clubs & cover in the bag.
- The golfer will sign the bag tag after all information is confirmed.
- The golfer will then present his Bag Tag to the porter at the Bag Drop area to claim his/her Golf Clubs after all dues are paid.
- Porters are free of charge.

## **SUSPENSION OF PLAY**

- The signal for the suspension of play will be 2 loud blasts on a horn. When play is suspended by the Golf Marshalls, the players in a match or group may, if they wish and without delay, finish the hole they are playing. Players cannot continue to play a hole, other than the one they were in the process of playing, once play has been suspended.
- Play can only re-commence after the Marshalls have ordered a resumption of play. This will be signaled by 3 loud blasts on a horn.
- The Management will not issue rain check.
- All Members are expected to follow the instructions of the Golf Marshalls.

## **PRACTICE**

- Practice play is restricted to the Driving Range and is strictly forbidden on the course.
- Players using the Driving Range must follow the restrictions listed at the range area.
- Pitching or chipping to or from the practice putting green is forbidden.

## **SAFETY**

- Safety on the course and practice ground is paramount.
- Golfers should read the course risk assessment document posted on Clubhouse notice boards, or at [www.mimosagolf.com](http://www.mimosagolf.com) , and should always be courteous to non-golfers.
- Individuals behaving in an unsafe manner will be asked to leave Mimosa Golf.

## **GREENS STAFF**

- Players should at all times cooperate with Greens staff to facilitate course maintenance.
- If the flagstick is removed from a hole, players must not play to that green until the flagstick has been returned to the hole by Greens staff.

## **LIABILITY**

- Players are reminded that they are solely responsible for the security of their own possessions and valuables. Players, guests and visitors are advised that Mimosa Golf does have Public Liability insurance. Members may, however, wish to take out additional insurance cover.

## **PETS**

- All types of animals are not allowed on the course.

## **ACCESS TO THE COURSE**

- Course is accessible Monday through Sunday, but Mimosa Golf reserves the right to close the course for maintenance or tournaments by giving players 5 day notice period.

## **COMPETITIONS AND HANDICAPS**

- Please note that more detailed information regarding the rules and arrangements for handicaps and competitions are available on the website and in the veranda for Ladies, Gents and Juniors.

## **HANDICAPS**

- Mimosa Golf will not be responsible of keeping track of golfers' handicaps but will provide the UNHS platform for golfers' handicaps. Joining this platform will be paid by each individual golfer annually.



## **COMPETITIONS**

- All tournaments organized by Mimosa Golf shall be governed by the Rules of Golf as approved by the USGA and R&A Rules Limited and Local Rules of Mimosa Golf. The tournament committee shall exercise exclusive authority over the conduct of the tournament and its decision shall be absolute and conclusive.

## **RULES IN THE CLUBHOUSE AREA**

### **BEHAVIOUR**

- All golfers and guests to Mimosa Golf should behave in a respectful manner towards each other and the staff.
- Threats against the well-being of any individual will be taken seriously which can result from an individual being banned from Mimosa Golf.
- It is a responsibility for everyone to know and conform to the all the house rules.

### **GENERAL**

- The restaurant, lounges and function rooms are open to the public.
- All guests are expected to follow the rules and regulations of Mimosa Golf.
- All golfers or guests using the F&B facilities are required to have a passport to charge his/her consumption.

### **SECURITY PERSONNEL**

- All security personnel or body guards are not allowed to enter the Veranda area and should remain at the driver's kiosk area.

### **SMOKING**

- Smoking, including the smoking of E-cigarettes, is not permitted in the Veranda or at the entrance.
- There is a designated smoking area at the side of the building.

### **EQUIPMENT**

- Mimosa Golf, including any property loaned or hired to the Golf Course, must not be abused or tampered with in any way.
- Golfers should not interfere with any switches, thermostats or electrical controls within the Facility.
- In case of difficulty an associate of Mimosa Golf should be approached for assistance.

## **NOTICEBOARDS**

- Mimosa Golf notice boards may only be used on the authority of the Golf Director

## **LOCKERS**

- Lockers are for the use of playing golfers. Lockers always remain the property of the Mimosa Golf and should be vacated by 7:00PM of each day.
- Locker Rentals are available at the Pro-shop and a golfer should sign a rental agreement prior to the assignment of lockers. Daily, monthly and annual rentals are available. The rentals of lockers are not transferrable and Mimosa Golf will not be responsible for any loss.
- The locker master key will be kept by the security staff of Mimosa Golf and may only be obtained after sending an email request to the Golf Director.

## **PARKING**

- All Parking is first come, first served
- No reserved parking.
- Vehicles are not allowed to park in any area of hatched lines, reserved bays or in the vicinity of the bag drop areas. The road to the course must be kept clear and unobstructed.

## **PETS**

- Animals, other than guide dogs with proper identification, are not permitted within the Veranda area and golf course.

**COOPERATION IN MAINTAINING MIMOSA GOLF STANDARDS IS THE RESPONSIBILITY OF EVERY GOLFER.**

## ANNEX “A” SCHEDULE OF NEW FEES AND CHARGES

The new fees and charges effective June 1, 2016 shall be as follows:

<b>Golf Playing Right Fees</b>		<b>Bag Storage</b>	
Individual	PHP 4000	Daily	PHP 100
Corporate 1 (C1)	PHP 4000	Weekly	PHP 300
Corporate 2 (C2)	PHP 8000	Mothly	PHP 800
Corporate 3 (C3)	PHP 12000	Annually	PHP 3000
<b>Green Fees</b>		<b>Caddy Fee</b>	
Walk In	PHP 2000 - 4500	9 Holes	PHP 375
Group	PHP 1800 - 4000	18 Holes	PHP575
Tournament	PHP 2000 - 3000	27 Holes	PHP 850
		36 Holes	PHP 1100
<b>Golf Cart</b>		<b>Driving Range</b>	
9 Holes	PHP 650		PHP 300/Hour
18 Holes	PHP 950		
<b>Golf Cart Storage Fee</b>	PHP 1500/Month	<b>Other Charges</b>	
<b>Recharging Fee</b>	PHP 100/Hour	Lost Locker Key	PHP 500
		Locker Rental	PHP 1000/Month
<b>Pull Carts</b>	PHP 30	Lost Passport	PHP 5000

### Green Fees

- Green fees will change based on the occupancy in the Golf rates stated below are the minimum rates available per period.
- Green fees are for 18 holes only and exclusive of buggy, push cart charges
- Policy on tournaments need to be worked out. If so we need to remove the 9, holes costs.
- Please refer to the booking cancellation policy in *“time and booking portion of the rules and regulations”* or the cancellation policy in the booking page at [www.mimosagolf.com](http://www.mimosagolf.com).