



RULES AND REGULATIONS

AMENDED JUNE 2022

WILD HORSE GOLF CLUB

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Wild Horse Golf Club

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PREAMBLE

These Rules and Regulations (“**Rules and Regulations**”) effective June 1, 2022 are established by the Gothenburg Links, INC an Nebraska Company (the “**Company**”), the shareholders of the Wild Horse Golf Club (the “**Club**”) which is located in Gothenburg, Nebraska to protect the Club Facilities (the “**Club Facilities**”) and to promote the health, safety, welfare and enjoyment of the members of the Club (individually a “**Member**” and collectively, the “**Members**”), their families and guests and all other persons using the Club Facilities. The Club is committed to providing all Members with an enjoyable Club experience. To uphold these expectations, Members, their families, and guests are encouraged to act in a manner consistent with good taste. All rights, duties, and obligations hereinafter set forth in favor of or on the part of the Club may be exercised or performed, at any time, and from time to time, by the Company or any designee or designees of the Company.

General Club Rules

1. All players and guests shall abide by all rules and regulations of the Club as they may be amended from time to time at the sole and absolute discretion of the Company.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Company. Areas of the Club, including the golf course, may also be closed for scheduled maintenance and repairs. The Company reserves the right to close the golf course and clubhouse to hold promotional events and tournaments.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Dining room activities within the Club (the “**Clubhouse**”) and any other dining areas of the Club for groups will be permitted only with the permission of the Company.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club or any of the Club premises in any manner prohibited by law. The Company reserves the right, in its sole discretion, to refuse service to anyone who appears to be intoxicated.
6. All food and beverages consumed on the Club Facilities, or any portion thereof, must be furnished by the Club unless otherwise permitted. No alcoholic beverages may be brought from non-Club premises to the Club premises.
7. Club Employees are permitted to deliver food and/or alcoholic beverages only in the Clubhouse or on Club premises.
8. Commercial advertisements shall not be posted or circulated on/in the Club Facilities, nor shall solicitations of any kind be made on/in the Club Facilities or upon the Club's stationery without the prior approval of the Company. Other than as permitted in writing by the Company, no protest or petition shall be originated, solicited, circulated, or posted on Club property.
9. Members are prohibited from using the roster or list of Members of the Club for solicitation or commercial purposes of any type or nature.
10. It is contrary to the Club's policy to have Club Facilities, or any portion thereof, used for functions or fund-raising efforts for the benefit of a political cause, except as specifically permitted in writing in advance by the Company. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be permitted in writing in advance by the Company.

11. 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.
12. Dogs or other pets (with the exception of Guide dogs) are not permitted on/in the Club Facilities and Golf Course except with the prior permission of the Company. Members are strictly responsible for damages and injury caused by an animal owned by the Member or under the Member's control.
13. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club, or its employees must be in writing, signed, addressed, and delivered to the Director of Guests Services, Head Golf Professional, Golf Course Superintendent, Food & Beverage Manager and/or Director of Golf.
14. 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 Director of Golf 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.
15. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. Lodging parking is only for those patrons using club lodging. "No Parking" signs must be observed. Violators may be towed at the owner's expense.
16. Smoking is not permitted inside any of the Club Facilities.
17. Use of the Club Facilities or any portion thereof, may be restricted or reserved from time to time by the Company, at the Company's sole and absolute discretion.
18. 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.
19. In no event shall the Company discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap, or marital status.
20. Littering of or on the Club Facilities, or any portion thereof, is strictly prohibited. This includes, water bottles, cigarettes, beer cans, cigars, and any and all other items that customarily would be placed in a garbage can or other waste receptacle.
21. All altercations ending in physical contact and/or bodily harm will not be acceptable and will be punishable with an automatic suspension and up to expulsion from the club.
22. Sexual misconduct will not be tolerated and will be punishable with an automatic suspension and up to expulsion from the club.
23. Violation of any of these Rules and Regulations or conduct in a manner prejudicial to the best interests of the Club, as determined by the Company, at the Company's sole and absolute discretion, will subject the person or persons in violation to disciplinary action by the Company in accordance with these Rules and Regulations.

DUES, FEES, & RATES

1. Daily fee rates will be published each year on the company webpage and be listed with on-line tee reservations.

2. We offer discounted green fees for military and juniors with appropriate identification. We honor active, retired, and reserve military ID's. Juniors must be under the age of 18 to receive the junior green fee discount.
3. Members' dues will be approved yearly by the board of directors and billed annually January 1st and be due April 1st unless otherwise determined by the Company.
4. Membership Categories:
 - a. Family Membership-Includes husband, wife, and children who are under the age of 24 and living at home or a full-time student.
 - b. Single Membership: Includes only one individual person.
 - c. College Student: Includes a person who is under the age of 24 and is a full-time college student. *Full time is considered 12 credit hours or more.
 - d. High School Student: Includes a person who is a full-time high school student or younger.
5. A capital investment fee may be applied to all new memberships. The fee may be payable all up front or over a five-year window.
6. Club Storage fees are for golf bags only. Shoes, clothes, and other golf equipment are not permitted. Pull/ push carts may be added for an additional charge. Club storage is on a first come first serve basis and bag retrieval by Wild Horse employees is a courtesy. Please call ahead or make sure everyone's names are on the tee sheet for us to retrieve it ahead of your tee time.
7. If you paid your dues in full and decide to leave the club before April 1st then you may receive a full refund. If you decide to leave the club before June 1st then you will receive half of your membership dues back. No cart, club storage, or capital investment will be returned.
8. Members of the club will receive discounts in the club house. Guest of members will not receive such discounts unless the member is purchasing items.
9. Members & Lodgers with credit cards on file are entitled to charging privileges at the Club so long as he or she is in good standing and all fees, dues and charges are current.
10. All food, beverage, merchandise, and services of the Club charged to the Club account will be billed monthly and each Club account shall be due by the date indicated on the monthly statement.
11. Club accounts shall be deemed delinquent from the date first billed if payment is not received before the end of the month the monthly statement is issued. Past due bills will accrue a \$25.00 service charge per month from the date of the monthly statement until paid in full.
12. If a Club account within is greater than 30 days past due, the club may suspend playing and practicing privileges and/or expel the player from the club.
13. When a Club membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.
14. If the Club account of any Member is delinquent, the Company may at its option take whatever action it deems necessary to effect collection, including but not limited to charging the credit card of the member on file. If the Company commences any legal action to collect any amount owed by any Member or guest to enforce any other liability of any Member to the Club, and if judgment is obtained by the Company, 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.

CLUB SERVICES AND ACTIVITIES

1. The Club provides a variety of social, cultural and recreational events in which all Members are encouraged to participate.
2. Special events and functions may be scheduled from time to time at the sole and absolute discretion of the Company.
3. The Club House will be closed when the golf course is closed. Weather permitting the golf course will be open from March 15 to November 15 each year.
4. During months the course is open the clubhouse will be open ½ hour before the first tee time and close at dark. The clubhouse may stay open later for special occasions i.e. league nights and special parties. Closing time on those nights is left to the discretion of the bartender that evening but will never be later than 12:00 A.M.
5. If you are on a Stay & Play package at Wild Horse, you may leave your golf bag on your golf cart overnight and our employees will pull it into and out of the barn each day.

RESIGNATION OF MEMBERSHIP

1. A Member may resign membership in the Club by delivering written notice or email of resignation to the Director of Golf. A membership shall be deemed to have been resigned 30 days after the Club receives written notice of the Member's resignation.
2. Notwithstanding any resignation, the Member and his or her spouse shall remain jointly and severally liable for any amounts unpaid on the Member's Club account.
3. Anyone resigning must stay out at least one year before rejoining unless they pay all back dues that would have been charged during resignation period. Those rejoining after one year would be considered a new member and be subject to any prevailing dues and fees at that time.

DISCIPLINE

1. All people are responsible for their own conduct and for the conduct of their family members and guests on the Club Facilities or any portion thereof. Any person whose conduct or whose family's or guest's conduct shall be deemed by the Company, at the Company's sole and absolute discretion, to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its guests or is otherwise improper, may be reprimanded, fined, suspended, terminated or expelled from the Club and have all privileges suspended or terminated by the Company, at the Company's sole and absolute discretion. The Company, at the Company's sole and absolute discretion, 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 application for membership, (iii) allowing his or her Membership Card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the Rules and Regulations as set forth herein and any other policies or procedures as established and modified by the Company from time to time, (vi) abusing Club personnel or employees, (vii)

acting in a manner incompatible with the standard of conduct of the existing company or which would likely injure the reputation of the Club, (viii) engaging in conduct prejudicial to the best interests of the Club, the Members or the Company, (ix) interfere with the use or enjoyment of any of the Club Facilities by others.

2. In the event that the Company determines, in the Company's sole and absolute discretion, that a person has engaged in improper conduct or otherwise violated the provisions of Section 1 above, the Company shall notify the person in writing of the Company's disciplinary action. Such notice of disciplinary action may be included in or with the statement of account of the person. Upon termination or suspension of a Member's Club membership, such terminated or suspended Member and those formerly enjoying Club privileges through or under such Club membership: (i) will not be admitted to the Club or any Club facilities, (ii) will not be permitted to enter upon any portion of the Club Facilities, and (iii) will not be admitted to the Club, any Club Facilities or be permitted to enter upon any of the Club premises as a guest of any other Member of the Club.
3. Any player expelled from the club for non-payment of balance will not be allowed on the property as a guest or re-admittance to membership without total restitution of all owed plus fees. The expulsion of a Member, or the termination or suspension of a Member's membership does not entitle the Member to a hearing, review, appeal, or grievance of any kind, type or nature nor does it act as a release, waiver or forgiveness of any amounts owed by such person or persons to the Club.
4. The Company may, at the Company's sole and absolute discretion, 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, membership fees, 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 any reinstatement as a Member in good standing.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each person, as a condition of play, and each guest as a condition of invitation to the Club Facilities, assumes sole responsibility for his or her property. Neither the Club nor the Company shall 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 three (3) 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 or the Company without proper prior written authorization from the Club or Company. Every Member of the Club shall be liable for any property damage caused by the Member, any guest of such Member, and any family members of such Member. The cost of such damage shall be charged to the responsible Member's Club account.
3. 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 but without limitation to 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 the Company, its affiliates, and their respective shareholders, partners, directors, officers, members, employees, representatives, agents, consultants, and members of the Club's advisory board and 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.

4. 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

1. Gratuities are encouraged at the Club to let the employees know you appreciate their services and can be added to any sale at the register.
2. Typically, gratuities are split among employees working at the time of your service.

CHILDREN

1. Members are responsible for the conduct and safety of their children when on the Club Facilities.
2. Running and other hazardous activities are not permitted inside the Clubhouse.

DRESS CODE

1. We enjoy small town simple living at Wild Horse and want you to enjoy your round wearing your favorite attire. We do ask a couple small things are followed to better prevent issues on the course.
2. No hard spikes or cowboy boots allowed on the golf course.
3. Please no attire that has profanities or foul language attached.

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 contained herein.
2. "Cutting-in" is not permitted at any time. All players must check in with the Golf Shop. Players are not permitted to start play from residences unless approval has been given from the Golf Pro Staff. Starting from Hole 10 is prohibited unless approved by the Golf Pro Staff.

3. Practice is not allowed on the golf course. The Club's practice facilities should be used for all practice.
4. Speed of play will be strictly enforced. A four hour and twenty-minute round of golf is an acceptable pace of play. Groups failing to maintain this pace will be asked to maintain this established pace.
5. If a player or group 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 and/or skipping holes.
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 Golf Pro Staff to resume play.
7. All tournament play must be approved in advance by the Club's Golf Professionals.
8. Always enter bunkers from the low side nearest your ball. Never exit the high side. After raking, leave the rake inside the bunker near the spot where you found it with the handle parallel to the fairway and the head closest to the green.
9. Always repair ball marks on the green.
10. If lightning is in the area, all play shall cease. Please abide by any and all warnings given. Remember that play during inclement weather is at your own risk and may result in death.
11. Jogging, bicycling, fishing, recreational walking and all other non-golf activities are not permitted on the golf course at any time unless otherwise approved in advance by the Club's management.
12. No privately-owned golf carts or motorized vehicles are allowed on the golf course at any time unless otherwise approved in advance by Club management. Parking will be permitted in a designated area.
13. Personal beverage coolers are permitted on the course, but all products inside the cooler must be purchased from the Club.
14. Twosomes may play at the discretion of the Golf Pro Shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the Club Golf Shop.
15. Twosomes and singles shall be grouped with other players, if available, at the discretion of the Golf Shop.
16. Groups of five players shall only be permitted on the golf course during weekdays, weekends prior to Memorial Day or after Labor Day, and/or Sundays after 4:00pm.
17. Stockholders who are not members will receive \$5.00 off the regular Green Fee price. Stockholders who are paying for another person will also receive the discount. Green fee players playing with stockholders who are paying their own way will not receive the discount. Please remember to ask for your discount when paying.

GOLF STARTING TIMES

1. All players must have a starting time reserved through the Golf Shop. The Club staff shall assign the starting time depending on availability.

2. Starting times may be made in person, on-line, or by phone during Golf Shop hours in accordance with such policies and procedures which are established by the Company and are subject to modification and amendment at any time in the Company's sole and absolute discretion.
3. Starting time changes must be approved by the Club's Golf Shop.
4. Tee time reservations may be made 2 weeks in advance. Exceptions include Stay & Play packages & groups of 12 or more players with a credit card on file.
5. Cancellations must be made 48 hours in advance for individual tee times and 7 days from groups of 12 or more players. Failure to cancel in time may be subject to penalty up to full playing or staying fees.

REGISTRATION

1. All Members and guests must register in the Club's Golf Shop before beginning play.
2. Failure to check in and register in the Club's Golf Shop not less than ten (10) minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the golf shop.

PRACTICE AREAS

1. The practice area is open during normal operating hours. 30 minutes before the first tee time until sunset.
2. Range balls are for use on the Club's practice areas only and may not be used on the golf course.
3. Golf carts must remain on cart paths when using the practice areas.
4. Balls must only be hit from designated areas. No hitting is permitted from the rough or sides of the practice area.
5. Lessons by unauthorized coaches and personal instructors are prohibited.
6. To minimize damage to your practice area, place each practice ball closely behind your previous divot.
7. #9 green is not a practice area. We'd like to keep any and all traffic but those currently coming off #8 away from #9 green please.

GENERAL GOLF CART RULES

1. Golf carts shall not be used by a Member, Family Member or Guest on the Club Facilities without proper assignment and registration in the Golf Pro Shop.
2. Golf carts may only be used on the Club's golf course when the course is open for play.
3. Carts are to be driven by persons with valid drivers licenses only. People with school permits or other such permits may drive with a legal adult only.

4. Carts are due back at the Club House before dark and should only be left in designated areas. No carts parked next to lodging please.
5. Golf carts should remain on cart paths where available and in the fairways when no cart path is present. Carts should never enter the rough or native areas (WOOGA).
6. A cart membership entitles the person with the membership to ride free. All members must have a cart membership or pay the applicable cart fee to ride on a golf cart.
7. Guests of a member receive a discounted green fee in the golf shop equal to the applicable cart fee whether they ride or not.
8. Family memberships with a cart are entitled to a maximum of two carts. When two or more family members are present, one guest per family member playing golf may receive the discounted cart. (A maximum of two guests).
9. Golf Carts owned by the Club may not be removed from Club Facilities, unless otherwise approved in advance by Club management and driven by authorized Club personnel.
10. Only two persons and two sets of golf clubs are permitted per golf cart.
11. Do not drive carts closer to the green than the white line and always use golf cart paths where provided.
12. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart shall be charged to the Member or guest responsible.
13. Each cart operator accepts and assumes all responsibility for liability connected with operation of the golf cart. The operator also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the Member, his or her family members' or guests' use and operation of the golf cart.
14. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges at the sole and absolute discretion of the Company.

HANDICAPS

1. Golf handicaps are computed under the supervision of the Golf Pro 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 Pro Shop.
3. Members are responsible for turning in all their scores on a daily basis. The Golf Pro Shop shall assist any players needing help with the posting procedures.
4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Club Golf Shop shall determine if there are violations by Members in turning in their scores.
5. Recommended tees based on handicaps.

Men:

Gold: 0-5

Black: 5-15

Women:

Silver: 0-10

Green: 11+

Hybrid: 16-25

Silver: 25+

GOLF COURSE ETIQUETTE

People using the Club's golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Here are some suggestions:

1. Do not waste time. Anticipate the club or clubs you may need and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed as playing out of turn.
2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
3. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can save significant time. Never leave the golf cart in front of the green where you will have to go back and get it while the following players wait for you to get out of the way.
4. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
5. Always keep up with the group in front of you and/or keep pace with the USGA pace of play listed on our scorecards.
6. If slow play, or any breaches of golf etiquette is reported to the Golf Pro Shop. The Golf Shop may take the appropriate actions.

FOOD & BEVERAGE

1. Tabs in the clubhouse or on the golf course can be arranged with an applicable credit card on file. All walked tabs will have an automatic 20% gratuity added at the end of each night.
2. Staff only behind the bar or pro shop counter please.
3. All food & beverage should be purchased at Wild Horse Golf Club unless consumed in lodging facilities.

LODGING

1. Alcoholic beverages brought into lodging from off premise must remain in your room. You may also bring alcoholic beverages purchased from the Club into your lodging areas.
2. Check-In time is: 3:00pm or after; Check-Out time: prior to 10:00am.
3. Common area: you can only reserve the common area if you have rented all four rooms in our Bobby Jones & Ben Hogan cabins.

4. Emergency: In case of an emergency, call 911. The address of the cabin is 40950 Rd 768, Gothenburg, NE.
5. Fire pit: the use of the fire pit is for registered guests and members only. To turn on there are keys in the common areas of each cabin or in the Club House. The operation of the fire pit will be until 11:00pm only. Please turn off the fire pit when you are done using it. Fees for the fire pit left on may be assessed. Please use extreme caution when using the fire pit and know that use of the fire pit will be at your own risk.
6. Grills: You may use the grills at your own risk located to the south of the Club House. We have grilling tools located in your cabin or in the bar. Please remember to turn the grill off when finished.
7. Golf Carts: you may keep your clubs on a cart, and we will store them in our locked cart barn. Your cart must be back to the club house before dark. We will bring your cart up in the morning and have it ready for you.
8. Severe Weather: In the event of severe weather, please go to the storm shelter located below the Ben Hogan cabin (cabin closest to the club house). The entrance is on the north side.
9. Smoking: Smoking is strictly prohibited in the club house and all lodging facilities. If it is determined that someone has smoked inside a cabin, you will be charged a cleaning and repainting fee of \$500.
10. WIFI: Free wifi is available using WHGC Lodge. You will not need a password for this network.
11. Pets: Pets are allowed with applicable pet fees. Please contact our Director of Guest services for those prices.
12. #9 green is not a practice area. We'd like to keep all traffic except those currently coming off #8 away from #9 green please.

Amended 6/1/22

These Rules and Regulations of Wild Horse Golf Club may be amended or modified at any time, and from time to time by the Club or the Company, in their sole and absolute discretion. Any such amendment or modification of these Rules and Regulations shall be effective immediately upon the date that the Company or the Club make such amendment or modification available for inspection by the Members at any one or more of the following methods: (a) by posting such amendment or modification on the Club website, (b) by posting such amendment or modification in a Member accessible area in each of the Clubhouses, or (c) by sending such amendment or modification to the Members by United States mail to the address for each Member then currently listed in the membership records of the Club.