



## PLAYING RIGHTS CONTRACT

PLAYER:

FAMILY NAME \_\_\_\_\_

FIRST NAME \_\_\_\_\_

DATE OF BIRTH \_\_\_\_\_ GENDER:  FEMALE |  MALE  
(DD) . (MM). (YYYY)

PHONE NO \_\_\_\_\_

E-MAIL \_\_\_\_\_

ADDRESS STREET \_\_\_\_\_

ZIP CODE \_\_\_\_\_ TOWN \_\_\_\_\_

COUNTRY \_\_\_\_\_

DO YOU WANT TBILISI HILLS GOLF MANAGEMENT LLC TO BE YOUR HOME CLUB, TAKING CARE ABOUT YOUR HANDICAP?

YES |  NO > SEE BELOW:

**IF "YES"** PLEASE PROVIDE US WITH YOUR LAST HANDICAP RECORD SHEET / HANDICAP CERTIFICATE OR PLEASE PROVIDE YOUR CONFIRMATION OF SUCCESSFULLY PASSED GREEN CARD EDUCATION TO BE ENTERED WITH A CLUB HANDICAP OF 54.

**IF "NO"** PLEASE PROVIDE US WITH YOUR ACTUAL HANDICAP RECORD SHEET OF YOUR HOME CLUB:

NAME OF THE HOME CLUB: \_\_\_\_\_

### TYPE OF REQUESTED PLAYING RIGHT – RELATED TO APPENDIX 2

I HEREBY APPLY FOR (PLEASE TICK IN THE RELEVANT BOX):

INDIVIDUAL PLAYING RIGHT

COUPLE PLAYING RIGHT

JUNIOR PLAYING RIGHT

STUDENT PLAYING RIGHT

GREEN FEE PLAYING RIGHT



## STANDARD TERMS & CONDITIONS OF PLAYING RIGHTS AT TBILISI HILLS GOLF MANAGEMENT LLC

The undersigned Player further agrees to abide the regulations of Tbilisi Hills Golf Management LLC located in Gardabani, Village Teleti 1313, Georgia.

The following provisions will be applicable to the Playing Rights in Tbilisi Hills Golf Management LLC, including and limited to:

### 1. RIGHTS OF PLAYING RIGHT HOLDER

- 1.1. The Holder is entitled to use Tbilisi Hills Golf Course and the other Golf Resort facilities located on the territory managed by TBILISI HILLS GOLF MANGEMENT LLC (Gardabani, V.Teleti, Georgia) to perform the golf sport. Unlimited golf rounds on the Golf Course, use of practice facilities: putting, chipping and bunker area.
- 1.2. The usage will only be allowed following the regulations that Tbilisi Hills Golf Management LLC has released regarding their Course, Etiquette- and House rules. These rules form Tbilisi Hills Golf Management LLC (APPENDIX 1), and represent an inseparable part of this agreement. They may be amended by Tbilisi Hills Golf Management LLC sole discretion.
- 1.3. The Holders are entitled to receive information about the Resort programs available to the Holders.
- 1.4. The playing rights under this agreement are not transferrable and not inheritable.

### 2. AVAILABILITY OF THE GOLF FACILITIES

The golf facilities located on the territory of the Tbilisi Hills Golf Resort (Teleti, Georgia) shall be available in a proper and playable condition throughout the season from March to November subject to the weather conditions and to the regulations approved by Tbilisi Hills Golf Resort.

### 3. DURATION OF THE PLAYING RIGHT

- 3.1. This playing right is closed for an unlimited period and will end only through termination of the playing right under clause 3.2., 3.3. or through the dismissal of the Holder. This playing right shall be automatically terminated, without any notice whatsoever:
  - 3.1.1. for Junior playing right Holders: as of January 1st, of the year following the year during which the playing right Holder has reached the age of 18.
  - 3.1.2. For Student playing right Holders: as of January 1st, of the year following the year during which the playing right Holder has reached the age of 27 or in case that the student does not present a confirmation of education until January 1st of the year.
- 3.2. The playing right holder as well as Tbilisi Hills Golf Management LLC shall have the right to terminate this playing right annually. The notice of termination must be in writing (e-mail accepted). It must be handed or sent to the other party not later than 30th November of the respective year, so that termination can occur as of January 1st, of the following year. The termination is only valid if the playing right holder can approve that the termination of the contract has been received by Tbilisi Hills Golf Management LLC on time.
- 3.3. Tbilisi Hills Golf Management LLC may unilaterally terminate this playing right, not owing any compensation to the playing right Holder whatsoever, if the Holder is late with their payment(s) of the playing right fees for more than 3 months, or if the playing right holder violates the Course-, Etiquette- and House rules.
- 3.4. By termination of this playing right following clause 3.2. or 3.3. the playing right of the playing right Holder on the premises of Tbilisi Hills Golf Management LLC expires. Eventually outstanding claims from Tbilisi Hills Golf Management LLC against the playing right Holder stay in place.
- 3.5. Tbilisi Hills Golf Management LLC will address the termination notice to the address fixed in this application, if Tbilisi Hills Golf Management LLC has not received a different address from the playing right Holder in writing.



#### 4. PLAYING RIGHT FEES

- 4.1. The playing right Holder agrees to pay to Tbilisi Hills Golf Management LLC an annual playing right fee as per the TABLE OF PLAYING RIGHT FEES attached as APPENDIX 2 of this contract. All the playing right fees and privileges in relation to the relevant playing right are unilaterally determined by Tbilisi Hills Golf Management LLC and are announced at the reception of the Proshop Reception located on the territory of Golf Resort (Gardabani, V.Teleti, Georgia).
- 4.2. In addition to those fees the playing right Holder must pay to Tbilisi Hills Golf Management LLC the association fees for the Georgian Golf Federation (GGF). Those will be invoiced annually together with the playing right fees.
- 4.3. All fees due as per clause 4.1. have to be paid straight in 15 days after submitting this contract.
- 4.4. Additional allowances in kind (golf lessons, usage of F&B departments, driving range balls, rental fees, trolleys, buggies etc.) are not included in the playing right. They have to be paid for at the ProShop Reception.
- 4.5. Tbilisi Hills Golf Management LLC has the right to ban the rights of the Holder until the entitlement of the payment of the playing right fees has been fulfilled by the Holder.

#### 5. ADJUSTMENT OF PLAYING RIGHT FEES

- 5.1. Tbilisi Hills Golf Management LLC is entitled to adjust all the amounts of playing right fees due for respective type of playing right. In case that these adjustments turn out in some increase of the fees, the Holders shall be informed about this increase by 31st October of the previous year in writing via e-mail.
- 5.2. In the event of an increase of applicable public fees or taxes and/or federation fees, those can be adjusted anytime with a notice to the Holders.

#### 6. PLAYING RIGHT CARD

After the payments of all playing right fees due, the Holders shall receive a Playing Right Card which proves the Playing Right on Tbilisi Hills Golf Management LLC / Golf Resort.

#### 7. NOTICES

The Holders shall notify the Tbilisi Hills Golf Management LLC, in writing, of any change to its contact details recorded above. Such changes will be effective 5 days from the day notice is deemed to have been received by the other party.

#### 8. TYPES OF PLAYING RIGHTS

The below define the types of playing rights under the Rules and the Regulations of Tbilisi Hills Golf Management LLC:

- 8.1. Individual Playing Right includes unlimited golf 7 days a week
- 8.2. Couple Playing Right includes unlimited golf 7 days a week for the principal Holder and these playing rights and privileges might be exercised together with his/her spouse
- 8.3. Junior Playing Right includes unlimited golf 7 days a week and it is valid for juniors under 18 years old as per clause 3.1. above
- 8.4. Student Playing Right includes unlimited golf 7 days a week and it is valid for students under 27 years old as per clause 3.1. above
- 8.5. Green Fee Playing Right includes a preferential rate for green fee 7 days a week of 50% of the actual green fee rate, written in the official price list of Tbilisi Hills Golf Resort



The playing right is governed by the laws of Georgia and the parties further agree to submit to the jurisdiction of the Courts of Georgia.

\_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature of Player

\_\_\_\_\_  
Print Name

\_\_\_\_\_.\_\_\_\_\_.\_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature of Director  
Tbilisi Hills Golf Management LLC

\_\_\_\_\_  
Print Name



## APPENDIX 1 TO TBILISI HILLS GOLF MANAGEMENT LLC PLAYING RIGHT CONTRACT

### Golf Resort RULES & REGULATIONS

These rules and regulations are received for the mutual benefit and enjoyment of golfers at Tbilisi Hills Golf Management LLC (hereinafter "Golf Resort")

The resort staffs are primarily responsible to ensure that all Playing Right Holders and Guests are provided with a level of courtesy, comfort and service appropriation to Golf Resort.

However, players shall familiarise with these rules and regulations and shall cooperate in and facilitate their enforcement.

#### 1. GENERAL RULES

- 1.1. The Management shall always have full and complete charge and control of the golf facilities.
- 1.2. Private functions and entertainer's performance at the Golf Resort premises and areas may be allowed only by prior written approval from the Management.
- 1.3. Dropping cigarette butts or any other waste on the golf course is strictly prohibited.

#### 2. GENERAL GOLF RULES

- 2.1. The rules of golf including the rules of etiquette shall be the rules of the Golf Resort. In addition to this, local rules apply. Please ask the Pro Shop for such rules.
- 2.2. All players must register with the Pro Shop reception before commencing play.
- 2.3. All players must commence play from 1<sup>st</sup>hole. Players may not "join-in" and may not commence play other than from 1<sup>st</sup>hole.
- 2.4. Players must use the Golf Resort practice facilities for all practice. Practice is not allowed at the golf course.
- 2.5. If a group of players fails to keep their place on the course and loses more than one clear hole on the players ahead, they must allow the following group of players to play through.
- 2.6. Players must:
  - 2.6.1. Enter and exit bunkers at the nearest level point to the green;
  - 2.6.2. Smooth sand over with a rake upon bunker exit;
  - 2.6.3. Repair all ball marks on the green;
  - 2.6.4. Replace all divots;
  - 2.6.5. Each have their own set of golf clubs.
- 2.7. All and each player must wear appropriate golf attire at all times. The dress code is mandatory for all players. Improperly dressed players will be requested to change before play commencement. The Management, Starter and other Golf staff may refuse entry to the golf course and practicing facilities to inappropriately dressed players. Guests should consult the Pro Shop staff before play commencement if unsure about their attire.
- 2.8. The Management may engage Rangers to assist regulate play and enforce the rules and the golf cart regulations. Such Rangers have complete authority to enforce the rules and speed of play.
- 2.9. The golf course may not be used for any activity of purpose except golf.
- 2.10. Children under the age of sixteen must be accompanied by an adult while at the golf facilities and course, unless playing in a tournament.
- 2.11. The Management may, at its sole discretion, close the golf course for play whenever:
  - 2.11.1. The golf course may be damaged if played upon, or
  - 2.11.2. Maintenance of the golf course is required, or
  - 2.11.3. Special golfing events or tournaments are/have been organized at the golf course, or
  - 2.11.3.1.1. There is reasonable probability of Players being exposed to harm or danger (for example storms, lightning, etc.) while at the golf course.
- 2.12. In the event of lightning, all players must immediately seek appropriate shelter.



- 2.13. Twosome(s) group players and single players may not play through foursome group players and shall not exert any pressure on the player groups ahead. Larger groups of players have right-of-way over smaller groups of players.
- 2.14. Twosome group players and single players will be grouped with other players or group of players, if available, at the sole discretion of the Management or the Starter. Single players have not priority at all at the golf course.

### 3. RESERVATIONS

- 3.1. All players must have a prior starting time reservation at the Pro Shop. Starting times will be allocated in accordance with the rules availability.
- 3.2. Starting time reservations may be arranged by phone and through Managements nominated staff.
- 3.3. Players who fail to cancel their starting time 24 hours prior to their scheduled starting time or who do not register 15 minutes prior to their scheduled starting time will lose their reservation and will be charged a no-show fee stabled by the Management.

### 4. REGISTRATION

- 4.1. All players must register at the Pro Shop on their arrival and at least 15 minutes before their scheduled starting time.
- 4.2. Failure to check-in and register in accordance with rule 4.1 above will result in cancellation of the reservation and allocation of new starting time in accordance with these rules.
- 4.3. Players who are late for their starting time at hole 1 tee may begin play only at the discretion of the Pro Shop.

### 5. PRACTICE RANGE

- 5.1. The practice range operating hours will be identical with the golf course hours of play.
- 5.2. At the discretion of the Management, the practice range may, from time to time, be closed for general maintenance.
- 5.3. It is strictly forbidden to use practice range balls for play on the golf course.
- 5.4. Golf buggies are not permitted at the practice range, except on designated golf cart carts parking ports near the practice range.
- 5.5. Balls must be hit at the practice range from designated areas only. No hitting is permitted from the rough or sides of the practice range.
- 5.6. All players using the practice range must comply with rule 2.7 above relating to appropriate golf attire.

### 6. GOLF BUGGY RULES

- 6.1. Golf buggies may be used by players who has registered at the Pro Shop in accordance with rule 4 above.
- 6.2. Use of golf carts other than golf carts supplied by Tbilisi Hills Golf Management LLC is strictly prohibited. Golf carts may not be used outside the golf course.
- 6.3. Use of Golf Buggies privately owned by Players Right Holders is allowed. This usage is regulated in a separate agreement with the related Players Right Holder.
- 6.4. Golf buggies may be operated only by a person who is over the age of sixteen.
- 6.5. Drivers of golf buggies must obey and comply with all golf buggy traffic signs. Two persons and two sets of golf clubs only are permitted on each golf buggy.
- 6.6. Golf buggy paths must be strictly followed and adhered to where provided.
- 6.7. Golf buggies must not be driven within thirty feet (ten meters) of a green, a tee or a bunker, except on golf cart paths. Drivers must never drive a golf cart through a hazard, the native areas or in a way which may cause harm or endanger the safety of the driver, the nature and of others.
- 6.8. Drivers must avoid soft areas on fairways, especially after rain and in wet conditions. Drivers must use the semi rough whenever possible.
- 6.9. Posted golf buggy signs must be strictly adhered to and followed without exception.
- 6.10. Golf buggies may be operated at the golf course only when the golf course is open for play and the use of golf buggies is expressively allowed.



## 7. BREACH OF RULES

- 7.1. Breach of rules by a player may, at the sole discretion of the Management, result in the immediate eviction of the player from the golf course, in addition to any other remedies and sanctions available to the Management.
- 7.2. In addition to the above, the Management may impose temporary or permanent golf course ban of players, depending on the magnitude of the breach.
- 7.3. The Management may immediately upon violation of the rules above, suspend the golf buggy driver at fault from play and may impose temporary and/or permanent ban of golf buggy privileges, in addition to the sanctions and measures referred to the rules 7.1 and 7.2 above.

## 8. ETIQUETTE

- 8.1. Playing Right Holders, Guests and all any other users of the golf facilities should contribute their best to make a round of golf a pleasant and memorable experience for everyone.
- 8.2. The following are some recommendations which will help achieve such experience:
  - 8.2.1. DO NOT WASTE TIME – prepare and anticipate the club or clubs you may require and go directly to your ball. Always stay near your ball to play promptly when your turn comes. If you are late making the shot, it is courteous to let another player to play.
  - 8.2.2. BE READY TO PUT – The main cause of slow play is the time taken to hole out, on and around the green. Study, prepare and clear the line of your putt while others are doing the same.
  - 8.2.3. PARK THE GOLF BUGGY CORRECTLY – Park your golf buggy on the path around the green on the best direct line to the next tee. Never park the golf cart in front of the green where to get it back will obstruct the following players and they should wait for you to collect it.
  - 8.2.4. LEAVE THE GREEN PROMPTLY – Leave the green promptly when play of a hole is completed. Proceed to the next tee without delay. Complete the scoring sheet while your player group is playing from the next tee.
  - 8.2.5. ALLOW PLAYERS THROUGH – Maintaining the original starting position of each player group on the golf course is the overriding interest of the golf club and each player. However, if you are not holding your place on the golf course, allow the players behind you to play through. It is expected to do the same if you search for lost ball.
  - 8.2.6. REPAIR BALL MARKS ON THE GREEN – repair your ball marks on the greens. Be courteous, if you come across unrepaired marks on the greens repair them also. You are welcome to remind your playing partners to observe this courtesy.
  - 8.2.7. RAKE BUNKERS – it is expected for you to carefully rake bunkers after play.

## 9. CONSTRUCTIVE COMPLAINTS, CRITICISMS OR SUGGESTIONS

The Management appreciates all and any constructive complaints, criticisms or suggestions regarding the management and operation of the golf facilities. All such complaints, criticisms and suggestions must be in writing, dated, signed and addressed to the Management.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Player

\_\_\_\_\_  
Print Name



**APPENDIX 2 TO TBILISI HILLS GOLF MANAGEMENT LLC CONTRACT**

<b>Playing Rights 2018</b>		<b>Homeowners</b>
Individual Playing Right per year	4.500,00 GEL	3.000,00 GEL
Couple Playing Right per year	7.500,00 GEL	4.500,00 GEL
Student Playing Right per year	750,00 GEL	
Junior Playing Right per year	450,00 GEL	
Green Fee Playing Right per year	1.800,00 GEL plus 50% per round of actual green fee rate	

Rates are related to the Players Right Contract and is ruled under point 4 and 5. Rates include the VAT of 18% of Georgia.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Player

\_\_\_\_\_  
Print Name