



Member Club Handicap License Agreement

By virtue of this Letter of Agreement, the Picton Golf & Country Club (hereinafter, "Member Club") is hereby authorized by the Royal Canadian Golf Association – Association Royale De Golf Du Canada, operating as Golf Canada™ (hereinafter "Golf Canada") and the Provincial Golf Association ("the authorized provincial golf association") to use the World Handicap System™ and issue Handicap Indexes® in accordance with the procedures set forth in the *Rules of Handicapping*™, a copy of which is available at www.golfcanada.ca/handicapping. Member Club is also hereby authorized to use and promote the official Golf Canada Course and Slope Ratings™ as issued to Member Club by the authorized provincial golf association.

For purposes of this Agreement, the Member Club certifies that it is a "golf club" defined as follows: an organization of at least ten individual members (for administrative purposes, the authorized provincial golf association may require a higher minimum number of members) that operates under bylaws with a Handicap Committee and other committees as required to supervise golf activities, provide peer review, and maintain the integrity of the World Handicap System™. Further, members of a golf club must have a reasonable and regular opportunity to play golf with each other. They must be able to return scores personally, and these scores must be readily available for inspection by others, including but not limited to fellow members and members of the golf club's Handicap Committee.

In consideration of these mutual rights and obligations the parties agree as follows:

1. This Agreement shall commence when executed by Golf Canada™ (the "Effective Date") and shall be effective through 4 years after signage (the "Term") provided the Member Club remains a member in good standing of the authorized provincial golf association and Golf Canada™ during the Term. Thereafter, this Agreement may be renewed only upon written agreement of the parties hereto.
2. Upon the Effective Date of this Agreement and throughout the Term, Member Club shall comply with all provisions of the Rules of Handicapping™ including, but not limited to, those items in Rule 1.3, Rule 7 and Appendix A.
3. Member Club shall ensure that all Handicap Indexes® issued under the terms of this Agreement are issued pursuant to the requirements established by the World Handicap System™, as set forth in the current Rules of Handicapping™, including any amendments thereto that may be from time to time adopted.
4. Within the Term of this Agreement, Member Club must have a minimum of one representative to complete a Handicap Certification seminar (conducted by the authorized provincial golf association or Golf Canada™) and pass a test exhibiting knowledge of World Handicap System™ and its policies. Certification can be achieved online or in person.
5. Member Club acknowledges that, with the exception of the terms "Golf Canada" and "Golf Canada Score Centre", the trademarks and service marks used in the Rules of Handicapping™ are the property of the World Handicap Authority ("WHA") and are used in Canada by Golf Canada™ under a head license between Golf Canada and





the WHA (hereinafter referred to as the “Marks”). As the owner of the Golf Canada Trademarks and as head licensee in Canada of the Marks and of the World Handicap System (hereinafter referred to collectively as the “World Handicap System” or “WHS” and individually as the “Rules of Handicapping” and the “Course Rating System”), Golf Canada™ has the sole right to authorize the use of the Golf Canada Trademarks, the Marks, and the World Handicap System to Member Club within Canada, and has the corresponding duty to ensure that those who are authorized by it to use the WHS do so in a manner which preserves the integrity and reliability which the public associates with Golf Canada™, the WHA and the WHS. Subject to the terms and conditions set forth in this Agreement, Golf Canada™ grants Member Club the non-exclusive, non-transferable right to use the Golf Canada Trademarks, the Marks and the World Handicap System during the Term of this Agreement. Member Club agrees that:

- (a) Nothing herein shall give Member Club any right, title, or interest in the Golf Canada Trademarks, the Marks or the World Handicap System (except the limited rights granted to Member Club pursuant to and in accordance with this Agreement);
 - (b) It will use the Marks and the WHS, including any Course Rating™ obtained under the Course Rating System, only in the manner prescribed from time to time by Golf Canada and only during the Term of this Agreement; and
 - (c) It will permit Golf Canada™, or the authorized provincial golf association, upon reasonable notice, to inspect Member Club and its operations for the purpose of controlling the quality of the Member Club's use of the World Handicap System, the Golf Canada Trademarks and the Marks.
6. The Member Club shall refer to any and all handicaps issued by it as the “Handicap Index”, “Index” or “Indexes.” In addition, during the Term of this Agreement, only, all references by Member Club to the World Handicap System shall use the term “World Handicap System” and all references by Member Club to course ratings and/or the Course Rating System shall use the terms “Course Rating,” “Slope Rating”, and “Course Rating System”, as appropriate.
 7. With respect to World Handicap System-related functions which Member Club may not perform itself, including but not limited to the posting of scores, (e.g. third party software service; postings by an individual member), Member Club agrees to meet the responsibilities of the club as set out in the Rules of Handicapping, including supervision of members in meeting the golfer responsibilities, including any amendments thereto that may be from time to time adopted.
 8. Without an official Handicap Index, players are ineligible to enter national or provincial amateur competitions. A Handicap Index is only “official” when it has been issued in accordance with the authorized handicapping body holding jurisdiction where primary membership is held.
 9. Golf Canada™ or the authorized provincial golf association may terminate this Agreement upon written notice, effective immediately, if: a) Member Club ceases to be a Member Club in good standing of Golf Canada™ and the authorized provincial golf association; b) Golf Canada™ determines in its discretion that the requirements of the World Handicap System are not being followed by Member Club; or c) Golf Canada™ determines in its discretion that Member Club is in breach of any term or condition of this Agreement. Notwithstanding the





foregoing, this agreement shall terminate automatically upon notice by Golf Canada that its agreement with the World Handicap Authority has terminated.

10. All information requested under this Agreement should be sent to the authorized provincial golf association.

11. This Agreement supersedes all previous agreements and authorizations to use of the World Handicap System (including the Rules of Handicapping and Course Rating System), the Golf Canada Trademarks and the Marks.

If these conditions are acceptable to Member Club, please have the Handicap Committee Chairman or delegate indicate agreement by signing this Letter of Agreement and returning it to the authorized provincial golf association.

ACKNOWLEDGED AND AGREED TO:

By: Judi Edwards & Debbie Rankin
Printed Name of Handicap Committee Chairman
judiedwards@hotmail.com
Email address of Handicap Chairman
Picton Golf & Country Club
(Name of) Member Golf Club
Address: 734 County Rd 49, Box 6170
City: Picton Province: ON Postal Code: K0K 2T0

Reviewed by:

Golf Ontario Craig Louhry
Name of Authorized Golf Association Signature of Authorized Golf Association Representative

Approved by:

Golf Canada Shaun Hall
Name of Golf Canada Representative Signature of Golf Canada Representative

Date Authorized: 07/03/2024

