



## Member Club Handicap License Agreement

By virtue of this Letter of Agreement, the \_\_\_\_\_  
Is hereby authorized by Golf Canada and Golf Ontario to use the Golf Canada Handicap System and issue Handicap Factors® in accordance with the procedures set forth in the *Golf Canada Handicap Manual*. The club is also hereby authorized to use and promote the official Course and Slope ratings as issued to the club by the authorized provincial golf association.

For purposes of this Agreement, a "golf club" is defined as 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 Golf Canada Handicap System. 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 the club's Handicap Committee. The golf club must be a member in good standing of Golf Canada and the authorized provincial golf association.

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

1. This license shall commence when executed by Golf Canada and shall be effective through **4 years** after signage (the "Term") provided the golf 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, the club shall comply with all provisions of the Golf Canada Handicap Manual including, but not limited to, those items in the Compliance Checklist in Section 8 of the manual.
3. The club shall ensure that all Handicap Factors issued under the terms of this Agreement are issued pursuant to the requirements established by the Golf Canada Handicap System, as set forth in the current Golf Canada Handicap Manual, including any amendments thereto that may be from time to time adopted.
4. Within the term of this Agreement, the club must send a representative to attend a Handicap System seminar conducted by the authorized provincial golf association or Golf Canada and pass a test exhibiting knowledge of the Golf Canada Handicap System and its policies.
5. The club acknowledges that, with the exception of the terms "Golf Canada", "Golf Canada Handicap System", "Golf Canada Handicap Factor", "Handicap Factor", and "Factor", which are trademarks of Golf Canada, the trademarks and service marks used in the Golf Canada Handicap System Manual are the property of the United States Golf Association (USGA), used under license by Golf Canada (hereinafter referred to as the "Marks"). As the owner of the Golf Canada trademarks listed above and licensee of the USGA Handicap and Course Rating Systems and related trademarks, Golf Canada has the sole right to authorize the use of those marks within Canada and has the corresponding duty to ensure that those who are authorized to use such systems and trademarks do so in a manner which preserves the integrity and reliability which the public associates with these systems, Golf Canada and the USGA. Subject to the terms and conditions set forth in this agreement, Golf Canada grants the club the non-exclusive, non-transferable right to use the Marks and the Handicap System during the term of this Agreement. The club agrees that:

- (a) Nothing herein shall give the club any right, title, or interest in the Marks or Handicap and Course Rating systems (except the limited rights granted to the club pursuant to and in accordance with this Agreement);
  - (b) It will use the Marks only in the manner prescribed from time to time by the Golf Canada;
  - (c) It will permit Golf Canada, or authorized provincial golf association, upon reasonable notice, to inspect the club and its operations for the purpose of controlling the quality of the golf club's use of the Handicap System and related Marks.
6. The golf club shall refer to any and all handicaps issued by it as the Golf Canada "Handicap Factor", "Handicap Factors", "Factor" or "Factors." In addition, all references by the club to the Golf Canada Handicap System shall use the term "Golf Canada Handicap System" and all references by the club to course ratings shall use the terms "Course Rating" and "Slope Rating".
  7. With respect to Golf Canada Handicap-related functions which the 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), the club shall supervise the performance of those functions to ensure that each member uses the Golf Canada Handicap System in strict compliance with the Golf Canada-approved procedures set forth in the current Golf Canada Handicap Manual, including any amendments thereto that may be from time to time adopted.
  8. Golf Canada or authorized provincial golf association may terminate this Agreement upon written notice, effective immediately, if:
    - a) The club ceases to be a member club in good standing of Golf Canada and authorized provincial golf association;
    - b) Golf Canada determines in its discretion that the requirements of the Golf Canada Handicap System are not being followed by the club, or
    - c) Golf Canada determines that the club is in breach of any term or condition of this Agreement.
  9. All information requested under this Agreement should be sent to Golf Ontario
  10. This Agreement supersedes all previous agreements and authorizations to use the Golf Canada Handicap & Course Rating Systems and related Marks.

If these conditions are acceptable to the club, please have the Handicap Committee Chairman or delegate, indicate agreement by signing this Letter Agreement and returning it to Golf Ontario.

**ACKNOWLEDGED AND AGREED TO:**

By: \_\_\_\_\_  
 Printed Name of Handicap Committee Chairman      Signature of Handicap Committee Chair

(Name of) Golf Club: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Reviewed by:

\_\_\_\_\_  
 Name of Authorized Golf Association      Signature of Authorized Golf Association Representative

Approved by:

\_\_\_\_\_  
 Name of Golf Canada Representative      Signature of Golf Canada Representative

Date Authorized: \_\_\_\_\_