



# **RULES AND REGULATIONS**

Dated: January 1, 2013

## TABLE OF CONTENTS

	<u>Page</u>
I. <u>PREAMBLE</u>	
1. Preamble .....	1
II. <u>GENERAL</u>	
1. Hours of Operation .....	1
2. Conduct .....	1
3. Members' Club Accounts .....	2
4. Club Equipment .....	2
5. Unauthorized Entry .....	2
6. Policy Regarding Alcohol Service .....	3
7. Traffic and Parking .....	3
8. Solicitation .....	4
9. Pets .....	4
10. Prohibited Activities .....	4
11. Personal Property .....	4
12. Guest Privileges .....	4
13. Family Privileges .....	5
14. Parties/Reservations .....	5
15. Liability .....	5
16. Attire .....	6
17. Club Services and Activities .....	6
18. Interpretation/Amendments .....	7
19. Club Management .....	7
III. <u>GOLF RULES</u>	
1. Registration .....	7
2. Reservations .....	7
3. Local Golf Course Rules .....	8
4. Tournaments and Clinics .....	8
5. Equipment and Attire .....	9
6. Golf Cart Use .....	9
7. Driving Range .....	10
8. Handicaps .....	10
9. Golf Course Play .....	10
10. Guest Playing Privileges .....	12
IV. <u>SWIMMING POOL RULES</u>	
1. Registration .....	12
2. Hours of Operation .....	12
3. Pool Rules .....	13
4. Illness, Medical Conditions .....	14
5. Attire .....	14
6. Guest Pool Privileges .....	14

V. FOOD AND BEVERAGE

1. Service Hours .....	14
2. Banquets and Special Functions.....	14
3. Cancellation Policy .....	15
4. Member Restrictions .....	15
5. Liquor .....	15
6. Monthly Usage Minimum .....	15
7. Service Charge .....	15
8. Holiday Bonus .....	15

VI. INFRACTIONS AND DISCIPLINE

1. Violations .....	16
2. Suspension .....	16
3. Procedure for Infractions and Discipline .....	16
4. Revocation .....	16
5. Grounds for Revocation .....	16
6. Procedure for Revocation .....	17
7. Hearing Following Suspension or Revocation .....	17
8. Reinstatement .....	17

## I.

### PREAMBLE

#### 1. *PREAMBLE*

Oxford Golf, LLC (the "Owner"), the owner of The Country Club of Oxford (the "Club") has established these Rules and Regulations to protect the variety of exceptional amenities located at the Club (the "Club Facilities"), and to promote the health, safety, welfare and enjoyment of the Members, their Family members and guests, and all other persons using the Club Facilities. The Club may amend these Rules and Regulations from time to time in its discretion.

## II.

### GENERAL

#### 1. *HOURS OF OPERATION*

The Club reserves the right to establish, amend, or modify the hours of operation of the Club, and any of its components or individual facilities. The Club's hours of operation will be established and published by the Club considering the season of the year and other circumstances.

#### 2. *CONDUCT*

- All Members, Family members and guests shall abide by all of provisions of the Membership Plan and these Rules and Regulations.
- The General Manager, and the Club personnel he or she designates, will have full authority to enforce these Rules and Regulations and any infractions will be reported to the Club Manager.
- Any Member, Family member or guest who conducts himself or herself in an unbecoming manner or who knowingly violates any Club policy or rule may be denied service by the Club and/or be sanctioned as provided in the Membership Plan and these Rules and Regulations.
- Due consideration of the rights and comforts of others shall be given at all times by all Members, Family members and guests while on the Club premises or using the Club Facilities.
- Members and their respective Family members and guests shall not reprimand or discipline any employee or send any employee off the Club premises for any reason. Harassment, sexual or otherwise, of employees of the Club, is not permitted and will not be tolerated. Sexual harassment includes, without limitation, unwelcome sexual advances, verbal or physical conduct of a sexual or similarly offensive nature, offensive comments, jokes, innuendoes and other sexually oriented statements, and/or any other conduct, statements or action which creates a hostile environment.
- 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 and addressed to the General Manager.
- All food and beverages consumed at the Club must be furnished by the Club and may be consumed only in areas designated by the Club.

- Cigarette, cigar or pipe smoking is not permitted in the clubhouse at any time, except in designated areas, if any.
- No firearms or other weapons of any kind are permitted on or about the Club premises or Club Facilities at any time.
- Absolutely no fireworks are permitted at the Club Facilities or adjacent areas unless part of a fireworks exhibit organized and conducted or sanctioned by the Club.
- No Member shall use or furnish to non-Members, the membership roster or list of Member addresses for the purposes of solicitations or any other commercial purpose.

### 3. ***MEMBERS' CLUB ACCOUNTS***

- Food and beverage charges, purchases, equipment rentals, and other charges incurred by a Member, Family member or guest may be billed to the responsible Member's Club Account as determined by the Club.
- All expenses, including costs and attorneys' fees, incurred by the Club for checks returned by the Member's bank or a guest's bank shall be borne by the responsible Member.
- Any Member desiring cancellation of any service must do so by written notice to the Club. The Member shall continue to be charged and shall be obligated to pay for any service provided prior to receipt of written notice of cancellation. No cancellation of service shall be retroactive.
- The Club Account of each Member shall be due and payable upon receipt of the monthly statement. The Club may assess a late fee or suspend charging privileges in accordance with the provisions of the Membership Plan. Please refer to the Membership Plan for the Club's full policy regarding Members' Club Accounts.

### 4. ***CLUB EQUIPMENT***

- No property or furniture of the Club shall be removed from the room or other area in which it is placed without the prior approval of the Club.
- No property of the Club shall be loaned or removed from the Club Facilities without prior written permission from the Club.
- A Member shall be responsible for damage to Club property caused by the Member, his or her Family or their guests. All repair or replacement costs may be charged to the responsible Member.

### 5. ***UNAUTHORIZED ENTRY***

Maintenance and equipment buildings and other service areas are off limits to Members, Family members and guests, unless accompanied by an authorized employee of the Club.

## **6. POLICY REGARDING ALCOHOL SERVICE**

Appropriate alcohol service is a matter of interest to all Members of the Club who share a mutual desire that such service be consistent with proper decorum and the law. Therefore, this policy has been established by the Club to benefit Members and staff, and to outline their respective responsibilities.

- The Club's policy is to comply with the laws of the State of Mississippi, as they pertain to the purchase, service and consumption of alcohol. Further, the Club's policy is not to serve alcoholic beverages to anyone who appears to be intoxicated. This determination shall be made in the Club's discretion. This policy applies to guests as well as to Members. Alcoholic beverages will not be served in excessive quantities to any person.
- No alcoholic beverage will be sold or consumed on the premises by persons under the age of twenty-one (21). Identification will be requested of any person who appears to be under the age of twenty—one (21).
- The Club will not serve any alcoholic beverage in an open container for offsite consumption. Any complaint with respect to this regulation shall be directed to the General Manager and not to service personnel of the Club.
- No alcoholic beverages shall be brought onto or removed from the Club Facilities by Members, Family members or guests.
- It is the Club's policy to support its staff in the implementation of this policy regarding alcohol service. It is the Club's policy that each Member must assume responsibility not only for himself or herself, but also for his or her Family Members and guests. Further, each Member is encouraged to comply with the spirit of this policy by assisting in its implementation insofar as fellow Members are concerned.
- Members should not reprimand or abuse staff under circumstances where the staff's judgment indicates alcohol service to an individual should cease.
- Any disciplinary action taken against a Member which arises as a result of the implementation of the Club's policy on alcohol service shall be at the discretion of Club management.

## **7. TRAFFIC AND PARKING**

- Vehicles shall be parked only in appropriate parking spaces and in strict observance of any traffic regulations that may be established by the Club. Vehicles which are parked in reserved, restricted, or unmarked areas may be removed at the expense of the responsible Member.
- Recreational vehicles ("RVs"), and mopeds, mini-bikes, all-terrain vehicles, and other motorized vehicles are not permitted at the Club Facilities without the permission of the Club. Motorcycles and bicycles shall be restricted to parking areas only and are subject to the same rules and regulations as other vehicles. Only golf carts and golf course maintenance vehicles shall be permitted on the golf courses.

## 8. ***SOLICITATION***

- No advertisement, solicitation, petition, or notice shall be posted at the Club Facilities without prior approval of the Club.
- No business activity or solicitation of any kind shall be conducted at the Club Facilities without prior approval of the Club.

## 9. ***PETS***

No dogs or other pets (with the exception of seeing eye dogs) are allowed at the Club Facilities, except under special circumstances with prior authorization of the Club. A Member is responsible for any damage or injury caused by an animal owned by, or brought upon the Club Facilities by, such Member, his or her Family or their guests. Any animal which is brought onto the Club Facilities shall be kept on a leash or otherwise under control at all times.

## 10. ***PROHIBITED ACTIVITIES***

The Club shall have the right and power to prohibit any games, sports, or other activities which it may, in its determination, consider harmful to the interests of the general membership and/or the Club. Prohibited activities include, without limitation, skating, rollerblading, and skateboarding.

## 11. ***PERSONAL PROPERTY***

Each Member, Family member or guest is responsible for his or her own personal property. The Club is not responsible for lost property or articles stolen from anywhere on the Club premises and specifically disclaims any such responsibility. Personal property left by any person on the Club premises and not claimed within thirty (30) days may be disposed of by the Club without notice. No bailment is intended, nor created, by the preceding sentence.

## 12. ***GUEST PRIVILEGES***

All Members shall be entitled to limited guest privileges, subject to the provisions hereof, payment of applicable guest fees and charges, and subject to such additional rules and regulations as are established from time to time by the Club. Members and Family members with golfing privileges shall be required to register their guests for golf; prior to using the Club Facilities. Guests must check in upon arrival at the Club. A Member shall be responsible for the conduct of his or her guests and his or her Family's guests at all times while the guests are at the Club Facilities. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient in the discretion of the Club. As membership levels increase, guests may be prohibited from golfing at certain peak playing times, and a limit may be placed on the number of times a particular guest may use the Club each year.

Except as otherwise provided herein or permitted by the Club, in its discretion, no guest shall use the Club Facilities unless accompanied by the Member or Family member of whom he or she is a guest. Guest fees and other charges incurred by the guest which are not paid by such guest shall be billed to the sponsoring Member's Club Account. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the category of membership held by the sponsoring Member.

### **13. FAMILY PRIVILEGES**

- The Club reserves the right to cancel the privileges of any Family member for failing to abide by the terms and conditions of the Membership Plan and these Rules and Regulations, as may be amended from time to time.
- Persons under fourteen (14) years of age must be accompanied by a parent, designated child care person or other adult who will assume responsibility for the former's safety and behavior while at the Club Facilities, unless otherwise approved by the General Manager.
- Persons under the applicable drinking ages are not allowed in any bar area unless accompanied by a parent.
- A Member shall be responsible for the conduct of his or her Family members at all times while at the Club Facilities.

### **14. PARTIES/RESERVATIONS**

- For all functions of the Club held in the dining rooms, tables will be assigned on a first-call, first-choice basis.
- Certain facilities of the Club may be available for private parties from time to time.
- Arrangements for private parties or special parties for Members, or Member-sponsored groups should be made through the appropriate Club employee, in advance.
- If an unusual number of people are involved and/or whenever special service of any kind is desired, the Club shall establish guidelines regarding notice, operations, additional services, and hours.
- No performance by entertainers will be permitted at the Club Facilities without the permission of the Club.
- Reservations are normally requested, but not required.
- Failure to cancel reservations for special events may result in a cancellation charge in accordance with the posted cancellation policy.
- Club special events may be reserved for "Members Only."

### **15. LIABILITY**

Members, Family members and guests shall use the Club Facilities at their own risk and shall assume sole responsibility for their personal property. The Club and Club management, and the Owner, its owners, officers, employees, representatives, and agents shall not be held liable for personal injury to any Person, nor for loss or damage to personal property used or stored at the Club Facilities, whether in lockers or elsewhere. Each Member shall be legally and financially responsible for his or her acts or omissions, as well as those of his or her Family and guests. Each Member shall indemnify and hold the Club and Club management, and the Owner, and its owners, officers, employees, representatives, and agents harmless



from any loss, cost claim, injury, or damage incurred by the Member, his or her Family and their guests, or arising out of the conduct of the Member, his or her Family and their guests.

#### **16. ATTIRE**

It is expected that Members and their Family members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that Members and their Family members will advise their guests of the dress requirements. The provisions regarding proper golf attire set forth in Article 3, Section 5 of these Rules and Regulations shall be applicable at all Club Facilities. The Club reserves the right to add additional requirements regarding attire for certain events or certain areas of the Club in the future. From time to time, exceptions to the dress rules may be made, as published by the Club.

#### **17. CLUB SERVICES AND ACTIVITIES**

- The Club may sponsor various social, cultural, and recreational events in which all Members and their Family members may be invited to participate. Activities will be publicized in a monthly bulletin of the Club, or by email.
- Reservations are required for most social events of the Club and are taken on a first-come, first-served basis by preregistering with the appropriate personnel of the Club. Cancellation of reservations after any published deadline for cancellation may result in the Member being charged a fee as determined by the Club.
- Members are encouraged to use the Club's Facilities for private parties. A Member must make a reservation with the appropriate Club employee for available dates and arrangements and must assume full responsibility for the party and for the conduct of such Member's guests in accordance with the Membership Plan and these Rules and Regulations.
- The Club may require the advance payment of a security deposit by the Member who assumes responsibility for a private party. The Member sponsoring the party shall be responsible for any damage caused in connection with the party or event.
- The Club reserves the right to sponsor various social, cultural, and recreational events at which time use by Members and their Family members may be restricted.

#### **18. INTERPRETATION/AMENDMENTS**

The Owner and its successors or assigns, in their discretion at any time may establish additional Rules and Regulations and may modify or rescind existing Rules and Regulations set forth herein. Decisions made by the Owner regarding the interpretation and application of these Rules and Regulations shall be final and binding on all persons using the Club Facilities. The words used herein shall have the same meaning as set forth in the Membership Plan for the Club (the "Membership Plan"), as same may be amended from time to time, unless the context shall require otherwise.

#### **19. CLUB MANAGEMENT**

The Owner may designate a different management entity to serve as operator of the Club at any time, in Owner's sole discretion. Where applicable, references to the "Club" shall mean the Owner and/or any management entity appointed by Owner to manage and operate the Club.

### III.

#### GOLF RULES

##### 1. **REGISTRATION**

All golfers must register at the golf shop and pay all applicable greens fees, guest fees and cart fees before beginning play. Members are responsible for the payment of fees incurred on account of their Family members and guests.

##### 2. **RESERVATIONS**

- The hours of golf course play, practice range hours, and golf shop hours will be posted in the golf shop and are subject to change, as determined at the discretion of the Club, and depending on golf course and weather conditions. Double starting times may be in effect. The Golf Course Superintendent, in consultation with the Golf Professional, shall determine when the golf course is playable and such decision shall be final and binding on all Persons using the golf course. No golf course play shall be permitted during any period that the course is closed.
- Members may reserve starting times in advance by calling the Club during golf shop hours in accordance with the terms set forth below for particular Member's membership category. Names of all players are required for starting time reservations. All starting times shall be assigned on a first-come, first-served basis.

##### Membership Category

##### Tee Time Reservation Rights

Founder Golf

30 days in advance, 7 days per week

Full Golf

30 days in advance, 7 days per week

- Failure to check in and register at least ten (10) minutes prior to a reserved starting time may result in revocation of the starting time. Players late for their starting time will lose their right to the starting time and shall begin play only at the discretion of the Golf Professional.
- Please notify the golf shop of all cancellations as promptly as possible. At least twenty-four (24) hours' notice is requested.
- No more than one (1) starting time may be reserved by the same Member, or the same member of his or her Family per day. No more than two (2) starting times may be reserved on behalf of the same membership per day. In addition, the Club reserves the right to implement the "Primary Member" policy set forth in Article IV, Section 10 of the Membership Plan.
- No group of five (5) or more Persons shall be permitted to play without permission from the golf staff. Twosomes and singles will be grouped with other players, if available, and, if necessary, at the times determined by the golf staff. Singles may not reserve starting times.
- The Club may designate certain playing times for players eighteen (18) years old or younger. Children under fourteen (14) must be accompanied by a parent or designated child care person, and may be excluded from certain peak playing times such as weekends and holiday mornings.
- The Golf Professional, in his discretion, may allow players under the age of eighteen (18) to play at any time.

- United States Golf Association ("USGA") rules govern play, subject to the local rules. Local rules may be amended or superseded at any time by the Golf Professional or the appropriate committee.

### **3. LOCAL GOLF COURSE RULES**

Local golf course rules shall be posted in the golf shop. Members are responsible for familiarizing themselves with said rules. Compliance with local rules is mandatory for all players.

### **4. TOURNAMENTS AND CLINICS**

- The Club reserves the right to make the golf course and practice range available for tournaments and clinics, at which time use by nonparticipants may be restricted.
- Except during special events, only members of the golf professional staff are permitted to render golf instruction at the Club. Lessons should be scheduled through the golf professional. Lessons not canceled at least twenty-four (24) hours in advance may be subject to charge.
- No golf tournaments of any kind shall be permitted unless approved in advance by the Club.

### **5. EQUIPMENT AND ATTIRE**

- Every player must have a set of golf clubs and a golf bag. No sharing of golf clubs shall be permitted.
- Proper attire is required for all players. Tee shirts, tank tops, halter tops, jeans, cutoffs, sweat pants, tennis or other athletic shorts, and bathing suits are not permitted. For men, shirts with collars and sleeves, slacks, and golf shorts with a minimum six inch (6") inseam are considered proper attire. For women, dresses, blouses, slacks and golf shorts with a minimum six inch (6") inseam are considered proper attire.
- No metal spikes may be worn on the golf course and practice areas. Only soft spike or spike-less golf shoes or other approved shoes shall be worn on the golf course and practice areas. Any shoes other than golf shoes must be approved by the golf professional staff.
- The Club is not responsible for lost or stolen property.
- All food and beverages must be purchased from the Club. Club coolers are available; no personal coolers are permitted.

### **6. GOLF CART USE**

- Golf carts shall be assigned at the golf shop at the time of registration. Players may be allowed to walk and carry their clubs at certain times in the discretion of the Club. Cart use may be required at peak times.
- No vehicles other than golf course maintenance vehicles and golf carts provided by the Club shall be permitted on the golf course.

- Golf carts are restricted to use on the golf course and practice areas. No golf carts owned by the Club shall be removed from the Club Facilities at any time.
- Persons sixteen (16) years and seventeen (17) years of age may operate golf carts provided they hold a valid driver's license and written parental approval. Persons eighteen (18) years of age or older may operate a golf cart provided they have a valid automobile driver's license.
- No more than two (2) Persons and two (2) sets of golf clubs are permitted on golf carts.
- Golf cart paths are to be used where provided, especially near tees and greens. The Club reserves the right to impose restrictions on the use of golf carts on the golf course from time to time, including restricting golf carts to the golf cart paths only or imposing the 90—degree rule. When the "cart path only" sign or any other golf cart directional signs are posted, they must be strictly followed.
- Except on golf cart paths, a golf cart is not to be operated within thirty (30) feet of a green, a tee or a bunker, and shall never be driven through a hazard.
- Soft areas on fairways should be avoided, especially after rains. Use the golf cart paths or the rough whenever possible.
- Golf carts are operated at the risk of the operator. Cost of repairs to a golf cart which is damaged by a Member or by their respective Family members or guests, shall be charged to the Member. Members using a golf cart shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the Member or their respective Family members or guests, and the Member shall reimburse the Club for any and all damages the Club may sustain by reason of misuse.
- A Member using a golf cart accepts and assumes all responsibility connected with the operation of the golf cart. Each Member also expressly agrees to indemnify, defend and hold harmless the Club, and its employees, affiliates, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the use and operation of a golf cart by the Member or their respective Family members or guests.
- Golf carts are to be returned to the staging area.
- Violation of these golf cart rules may result in loss of golf cart privileges and/or playing privileges.

## 7. ***DRIVING RANGE***

- Range balls are for use on the driving range only and are not permitted to be used on the golf course.
- Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the driving range.
- Proper golf attire is required at all times on the driving range.
- When practicing, golfers are to use the driving range only. Under no circumstances are the regular tees, greens, or fairways to be used as practice areas.

- The driving range hours will be posted at the golf pro shop.

## 8. **HANDICAPS**

Handicaps are computed under the supervision of the Golf Professional in accordance with current USGA recommendations. Handicaps are monitored and matters resolved through the Golf Professional, or the golf committee, if such a committee is established.

## 9. **GOLF COURSE PLAY**

- All non-golf activities on the golf course and cart paths are prohibited, including, but not limited to, jogging, bicycling, skating, rollerblading, and walking of dogs. No fishing is permitted from the golf course or adjacent areas unless approved in advance by the Club. The cost of repairing any damage to the golf course resulting from such prohibited activity shall be charged to the responsible Member's Club Account.
- Notwithstanding the above, certain non-golf activities in specific areas or facilities of the Club may be allowed as approved by the Club.
- All play shall start at the number one tee unless permission to start elsewhere is obtained in advance from the golf staff. All players must check in with the starter. Under no circumstances shall players start play from residences.
- No wading into water hazards shall be permitted. Balls may be retrieved only from banks of water hazards.
- No player shall have more than one (1) ball in play at any time.
- All players shall repair ball marks on greens, replace divots, and smooth sand traps before moving to the next tee.
- All players shall maintain a reasonable rate of play. The Club encourages a pace of play by its Members so that, under normal circumstances, a round of golf may be completed in four (4) hours or less, including any time stopping between nines. If a foursome or other group of players fails to keep their place on the golf course, the group may be asked to skip one or more holes. If a foursome or other group is searching for a lost ball, the group should allow the following group to play through. No more than five (5) minutes may be used to search for lost balls. The Club may monitor the pace of play through the efforts of a marshal during the hours of play.
- Slow players, whether they are Members, Family members or guests, may be restricted from playing during Prime Times, as established by the Club.
- Golf carts should not be parked in front of the green or in other areas that will impede the rate of play.
- When play of a hole is completed, Members shall leave the green promptly, and proceed to the next tee without delay. Members shall do the scoring for the completed hole while the others in the group are playing from the next tee.

- Practice is not allowed on the golf course. The practice facilities should be used for all practice. The Club reserves the right to require instruction for the Members who are beginners or inexperienced, prior to allowing them to use the golf courses. The intent of the Club is to assist the Members in obtaining a level of skill and knowledge which will enhance the enjoyment of the game for them, as well as the other Members.
- “Course closed” and “hole closed” signs are to be adhered to without exception.
- The rules of golf adopted by the USGA shall govern all play, except as modified by the rules set forth herein. Violation of any golf rule will result in a disciplinary letter written to the player by the Club.
- Players shall observe the rules of golf etiquette as adopted by the USGA at all times.
- All players are responsible for their own safety during hazardous weather conditions and play at their own risk. Players who elect to continue to play during hazardous weather conditions do so at their sole election and at their own risk, and agree to indemnify the Owner and the Club, and their owners, officers, employees, representatives and agents, from any action as a result of their continued play. Under no circumstances shall the Owner or the Club or their owners, officers, employees, representatives or agents be held liable for failing to warn players of hazardous weather conditions or the need to cease play.

#### 10. ***GUEST PLAYING PRIVILEGES***

- Guest play will be subject to approval of the Club, No Person who has been expelled from membership in the Club, and no Member or Family member whose playing privileges have been suspended by the Club shall be permitted to play as the guest of a Member.
- All guests must register in the golf shop prior to play. All guests must be accompanied by a Member when playing on the golf course, unless the sponsoring Member has obtained prior approval from the Club. Guest play is subject to payment to the Club of the applicable guest fees.
- Guests may be prohibited from golfing at certain peak playing times, and a limit may be placed on the number of times a particular guest may use the Club each year.
- All “no shows” or cancellations not received within twenty—four (24) hours of play may be subject to a charge on the sponsoring Member’s Club Account equal to the fees charged for guest play and golf cart use.

### **IV.**

#### **SWIMMING POOL RULES**

##### 1. ***REGISTRATION***

All Members, Family members and guests must register at the pool desk before entering the pool area. The Members shall register their guests and shall be responsible for the payment of all appropriate charges. Failure to register or to pay guest fees may result in loss of pool privileges for the Member. All guests must complete a guest registration card.

##### 2. ***HOURS OF OPERATION***

- The pool hours shall be established and published by the Club, and shall be subject to change depending on utilization of the pool facilities by the Members. Absolutely no admission to the pool area and no swimming is allowed when the pool is closed.
- The pool and surrounding pool area will be closed during inclement weather. All users are responsible for their own safety in the pool and pool area during hazardous weather conditions. While the Club will attempt to warn users and close the pool when conditions dictate, under no circumstances shall the Club, the Owner, or their owners, officers, employees, representatives or agents, be held liable for failing to warn users of hazardous weather conditions or the need to vacate the pool area.
- During peak hours (afternoons and weekends) the Club may specify periods for adult swimming and diving and as a rest period for children, No one under the age of sixteen (16) will be allowed in the pool during this time.
- The Club reserves the right to set aside designated time during hours of normal pool operation for special events or programs, during which time use by the Members may be restricted.

### 3. ***POOL RULES***

- Persons under the age of ten (IO) and all minors who are unable to swim are not permitted in the swimming pool area unless accompanied by a parent, designated child care person or other Person fourteen (14) years of age or older who agrees to assume responsibility for the child's safety and behavior, unless otherwise approved by the Club. No child under the age of eighteen (18) years may use the pool unless a lifeguard is on duty.
- The diving area, if any, is for diving only; no recreational swimming will be allowed in the area. Only one person at a time is allowed on the diving board.
- Non-swimmers may use lifeguard—approved flotation devices, but must remain in the shallow end of the pool. No other flotation devices may be used in the pool, unless approved by the Pool Manager.
- Pool attendants shall have the authority to enforce all rules and regulations and to supervise the general conduct of all Persons in the pool area. Pool attendants shall have full authority to maintain order, reprimand, discipline, restrict and evict any individual not complying with the Rules and Regulations.
- Showers are required before entering the pool.
- Radios, televisions and similar electronic devices may be listened to if played at a volume which is not offensive to others.
- Snorkels, fins, masks, kick boards, weights and inflatable devices are not permitted in the pool unless permission is obtained from the Pool Manager or their use is required for a class.
- Glass bottles, drinking glasses, and sharp objects are not permitted in the pool area. Personal coolers are not allowed on Club property at any time. Food and beverage service is available at the Club.

- Animals, bicycles, and skateboards are restricted from the pool area.
- Running, wrestling, pushing, dunking, ball playing and noisy or other hazardous activity will not be permitted in the pool areas, including the locker rooms.
- Lifesaving and pool cleaning equipment should be used only for the purposes intended.
- Please do not talk to the lifeguards unnecessarily. The lifeguards are for your protection and should not be distracted.
- Notwithstanding the presence of pool attendants, all Persons using the pool or pool area shall be responsible for their own safety and shall be deemed to have assumed the risk of using the pool or pool area, and agree, by their presence in the pool area, that the Owner, the Club and their owners, officers, employees, representatives and agents shall not be held liable for any loss, injury, or death arising out of the use of the pool or pool area.
- Smoking is only permitted in designated areas.

#### 4. ***ILLNESS, MEDICAL CONDITIONS***

- Persons are not permitted in the pool if they have a cold, cough, fever, infection of any kind, skin rash, inflamed eye(s), or are wearing bandages.
- Persons with physical or neurological disabilities, or a responsible adult accompanying that Person, must advise the lifeguard of such conditions.

#### 5. ***ATTIRE***

All Persons must wear suitable bathing attire while swimming; no cutoffs, jeans or shorts will be permitted.

#### 6. ***GUEST POOL PRIVILEGES***

- Guests of the Members are entitled to use the pool facilities upon registration with the pool attendant and payment of a guest fee. All guests must complete a Guest Registration Card. The host Members will be billed for all charges incurred by their guests, including, without limitation, daily fees, food and beverage, and pro shop fees.
- Guest privileges may be limited as determined in the sole discretion of the Club.
- All guests must be accompanied by a host Member.



## V.

### **FOOD AND BEVERAGE**

#### 1. ***SERVICE HOURS***

The service hours of the different food and beverage departments, shall be published in the Club newsletter and may be changed, as determined in the discretion of the Club.

#### 2. ***BANQUETS AND SPECIAL FUNCTIONS***

- The Director of Food and Beverage should be contacted for information and reservations regarding banquets and special functions.
- All reservations for banquets and special functions require a deposit payment.
- The number of guests attending must be guaranteed in accordance with the terms and provisions contained in the contract for the banquet or special event.
- The food and beverage staff will prepare five percent (5%) more than the guaranteed quantity in case of extra attendance. The hosting Member is required to pay the guaranteed quantity cost as well as the cost of any additional service rendered above this quantity guarantee. Payment must be made in full in cash, by check, or by credit card on the day of or first business day following the function. Any direct billing to the hosting Member's Club Account must be approved in advance by the Club General Manager.
- All food and beverage charges are subject to a service charge and to applicable sales tax.

#### 3. ***CANCELLATION POLICY***

A Member who cancels a reservation for a scheduled event will be obligated to pay the cancellation fee set forth in the Banquet Agreement.

#### 4. ***MEMBER RESTRICTIONS***

- Members are not permitted in the kitchen or behind the bar.
- No food or beverage is to be consumed at the Club Facilities unless purchased from the Club, unless approved in advance by the General Manager.

#### 5. ***LIQUOR***

Liquor law violations are not permitted at the Club Facilities. It is illegal for any Person to bring alcoholic beverages onto the Club Facilities for the purpose of consumption or storage. It is also illegal to remove alcoholic beverages from the Club Facilities. The Club, in its discretion, may refuse to serve alcoholic beverages to any Member, Family member or guest for any reason. Minors may not purchase or consume alcoholic beverages anywhere at the Club Facilities. Please refer to Article II, Section 6, Policy Regarding Alcohol Service, for the Club's full policy on alcoholic beverage service.

## **6. MONTHLY USAGE MINIMUM**

All Members are subject to a monthly usage minimum. The amount of the usage minimum shall be determined by the Owner and is subject to change.

## **7. SERVICE CHARGE**

For the convenience of Members, in lieu of tipping, a service charge percentage will be added to all food, beverages and services purchased.

## **8. HOLIDAY BONUS**

In November, it is customary to send a letter from the Club providing an opportunity for Members to contribute to a voluntary Holiday Fund for all employees of the Club, along with a suggested contribution which shall be added to each Member's bill. This Holiday Fund provides the membership with the opportunity to show appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

# **VI.**

## **INFRACTIONS AND DISCIPLINE**

### **1. VIOLATIONS**

The Club may suspend, expel or otherwise discipline any Member, or one or more of the Member's Family, for committing any violation of the Membership Plan or these Rules and Regulations, for conduct unbecoming a Member (including, but not limited to sexual harassment of another Member, a guest of the Club or of a Member, a Family member or an employee of the Club), for any offense against the best interests of the Club or for other good and sufficient cause as determined by the Club in its sole discretion.

### **2. SUSPENSION**

A Member who has been suspended pursuant to the Membership Plan or these Rules and Regulations shall be required to pay monthly dues following the effective date of suspension. However, no portion of any fee or monthly dues previously paid by a suspended Member shall be refunded or prorated. During the period of suspension, the Member and his or her Family shall have no right or privileges to use the Club Facilities. A suspension may be lifted at such time as the Club obtains assurance any violations will not be repeated.

### **3. PROCEDURE FOR INFRACTIONS AND DISCIPLINE**

A written notice shall be prepared and mailed to the Member within ten (10) business days of the violation, describing the violation, noting all parties involved, and specifying the action taken by the Club. A copy of the notice will be placed in the Member's file.

### **4. REVOCATION**

A membership may be revoked and the rights of any person or persons entitled to use the Club may be terminated for conduct unbecoming a Member, for any offense against the best interests of the Club, for

committing certain infractions as specified in these Rules and Regulations, or for other good and sufficient cause.

#### **5. *GROUNDS FOR REVOCATION***

A membership may be revoked and the rights of any Person or Persons entitled to use the Club may be terminated in accordance with the Membership Plan and these Rules and Regulations for any of the following reasons:

- Commission of any felony or misdemeanor theft at the Club Facilities
- Ninety-day delinquency
- Frequent delinquency as defined in the Membership Plan
- Willful destruction of the Owner's or a staff's, Member's, or Family member's or guest's property
- Physical or gross verbal abuse of staff, Members, Family members, or guests
- Continued and repeated violations of these Rules and Regulations
- Following suspension, if a Member or Family member again violates the rule that led to the previous suspension within twelve (12) months of the infraction, or if the Member or Family member violates any other rule that would result in suspension within twelve (12) months of the infraction

#### **6. *PROCEDURE FOR REVOCATION***

A written notice of revocation shall be delivered by mail or in person to the terminated Member. Upon revocation, the Member shall thereafter have no rights or privileges to use the Club. Revocation does not prejudice or affect in any manner the Club's right to use all legal remedies available to collect any delinquent indebtedness. A period of three (3) years must elapse before reapplying for membership.

#### **7. *HEARING FOLLOWING SUSPENSION OR REVOCATION***

The following procedures shall be made available by the Club in order that suspended Members or Members who have had their membership revoked may be afforded an opportunity to have their situation reviewed by more than one (1) individual and all circumstances taken into account:

- The Member may request a review hearing, which will be held before the General Manager. If the Member does not wish the hearing to be held before the General Manager, he or she may so advise the Club in his or her request for a hearing, in which case, a designated representative of the Owner may serve as the hearing officer. The Member's request for a hearing must be delivered to the Club within fifteen (15) days following the date upon which the Club mails the notice of suspension or revocation to the Member; and
- The review hearing will be conducted within thirty (30) days from the date that Member's request for the hearing is delivered to the Club. The Member may attend in person or by representation. Following such hearing, the General Manager or designated representative of the Club will make every effort to reach a mutually acceptable resolution. In the event such a resolution is not

reached, the decision of the General Manager or the Owner's designated representative is final and binding.

8. ***REINSTATEMENT***

A request for reinstatement may be honored, at the Club's discretion, subject to membership classification and category availability and upon payment of the difference between the original Membership Initiation Fee paid by the Member (provided the Membership Initiation Fee has not previously been refunded to the Member) and the then current Membership Initiation Fee for that membership category, or any back dues or charges owed to the Club, or both of the foregoing, at the Club's discretion.

Approved by the Owner this 1<sup>st</sup> day of January, 2013.