



# The Boca Raton Club

SINCE 1926

## RULES AND REGULATIONS

As of October 2025

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**October 2025**

## **PREAMBLE**

These Rules and Regulations for The Boca Raton Club (the "Club") are intended to be a guide to the use of the Club Facilities referenced in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good deportment. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole and absolute discretion. Where these Rules and Regulations refer to the Club taking action or having certain rights, Boca Resort Management Company, LLC, a Delaware limited liability company (the "Company"), doing business as the Club, shall have the right to take such action and shall have such rights. Capitalized terms not otherwise defined in these Rules and Regulations are defined in the Membership Plan.

All Rules and Regulations are subject to change from time to time without notice.

## **GENERAL CLUB RULES**

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended and restated from time to time.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club Facilities may be closed for scheduled maintenance and repairs. The Club reserves the right to close the golf course and other facilities to hold events and tournaments. Certain areas of the Club may be designated from time to time as "member only" facilities.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law including during hours prohibited by law. The Club reserves the right, in its sole and absolute discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
5. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted. No personal beverage coolers are permitted.
6. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the restaurants, bars, lounges or other designated areas of the Club only with the permission of the Club.
7. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the President & CEO, no solicitations or petitions or other appeals to members or staff shall be originated, solicited, circulated or posted on Club property.

8. Members shall not use the roster or list of members of the Club for solicitations or petitions or appeals or for commercial purposes or distribute the roster to anyone other than a member. The roster or list of members of the Club is strictly confidential.

9. Members, their families and guests may not use any audio or video recording or photograph taken on Club property for any commercial purpose without the prior written consent of the Club.

10. It is contrary to the Club's policy to have its facilities used for functions or fund-raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club. Neither the Club nor the Resort are responsible for the content or messaging of any organization or individual that hosts or participates in an event at the Club or Resort.

11. Dogs or other pets (with the exception of those assisting persons with disabilities as service animals) are not permitted on the Club Facilities, except with the permission of the Club. Where dogs are permitted on the grounds, they must be on a leash and on good behavior, defined as not barking, otherwise being unruly, as well as answering the call of nature inside or on the Club Facilities. Members are responsible for damage and cleanup caused by an animal owned by the member or under the member's control.

12. Members shall refrain from making complaints or criticisms of any kind relating to any of the operations of the Club or its employees unless made in writing, signed and addressed to the Membership Director.

13. Members may not make any negative comments about the Club, Club members, Club and Resort staff, or Resort and Club Guests in a public forum, including but not limited to social media or email communications including mass email communications regardless of how the email list originated.

14. Members and their guests may not mistreat any of the Club's personnel, verbally or otherwise. Members may not dismiss Club personnel from a work area on any pretext or request special personal services from Club personnel who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members. All Club personnel are under the supervision of the Membership Director who reports to the President & CEO 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 Club Management immediately.

15. Profanity is not allowed.

16. The Club has designated on a non-permanent basis an area of the Harborside South Garage for self-parking for members. Self-parking is available daily in the hours posted in the Schedule of Operations published by the Club. To participate, members must park in designated areas of the garage and display a valid club car decal on their vehicle. During high usage periods, members may be directed to park in specific areas by an attendant or signage.

17. Due to the limited parking facilities at the Beach Club, unaccompanied guests must park at Harborside during busy periods as determined from time to time by the Club. The

Club reserves the right to close parking to both members and their guests and to impose additional limitations as it deems necessary. Shuttle service between the Beach Club and Harborside is provided by the Club as often as possible.

18. Smoking is not permitted indoors in any of the Club Facilities, and the Club may, but is not required to designate outdoor smoking areas.

19. Proper cell phone etiquette is expected so as not to interfere with the harmony and enjoyment of the Club Facilities by other members and guests. Cell phones must be kept on silent mode while on the Club's premises.

20. No fireworks are permitted anywhere on Club property unless organized and approved by the Club.

21. Firearms and weapons of any kind are not permitted on Club property at any time.

22. Use of the Club Facilities may be restricted or reserved from time to time by the Club.

23. Professional photographers and videographers are not permitted to take photographs or video on Club property, inclusive of aerial photography/videography, unless prior written approval is obtained from the Marketing Department.

24. Violation of any of these rules or conduct in a manner prejudicial to the welfare, safety, harmony, good reputation, or best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.

25. Club Management has full authority to enforce these Rules and Regulations.

26. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, pregnancy, national origin, age above the age of 21, handicap or marital status.

## **CORRESPONDENCE**

1. Each member must keep his or her contact information updated with Member Relations, including a mailing and email address for all Club notices, a phone number, and an emergency contact and their contact information. The Club may require additional contact information.

2. A member shall be deemed to have received correspondence from the Club five days after mailing or emailing to the contact information on file. In the absence of a mailing or emailing address on file, any Club mailing may, with the same effect described above, be addressed as the Membership Director may think is most likely to cause its prompt delivery.

3. The Club must be notified in writing of any change of contact information. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

4. The Club will not provide members' contact information to vendors or marketing firms.

5. Members may update their contact information at any time by contacting Member Relations. Billing questions should also be directed to Member Relations. Member Relations may be contacted by calling (561) 447-3400 or emailing [clubmember@thebocaratonclub.com](mailto:clubmember@thebocaratonclub.com).

6. Complaints or suggestions or inquiries regarding the Club, including but not limited to the management, service or operation of the Club, must be in writing or email, signed by the member and addressed to the Membership Director. Complaints or suggestions or inquiries should not be sent to persons other than The Boca Raton Club Management, including third parties or other members.

## **MEMBERSHIP IDENTIFICATION**

1. The Club will issue a membership identification to the member and the other designated individuals eligible for membership privileges on that membership according to the criteria then in effect. Membership identification will only be issued upon payment of dues by the member. Membership identification will not be issued to children under the age of ten (10). The membership identification will be determined by the Club, and may be a physical card, an electronic card, or any other form. Members and Designated Users, as defined in the Membership Plan, must have their membership identification with them at all times while using the Club Facilities and must present it when requested by Club personnel.

2. A membership identification may not be used by any person other than the person to whom it is issued. Membership identifications are not transferable. An improperly used identification will be confiscated and the member to whom the identification was issued will be subject to disciplinary action.

3. In order to protect members from improper charges, the Club may require membership identification be presented before ordering or at the point of sale for transactions.

4. In the event of a lost or stolen membership identification, the Club must be notified immediately. Depending on the circumstances, the member's club account may be canceled and the Club may issue a new membership identification number. Until notification of identification loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A membership identification replacement fee as determined by the Club may be charged for lost or stolen membership identification or in any situation where the club account number is changed. In the event a member wishes to eliminate use by a particular Designated User, the account may be canceled and renumbered, however, the member shall be responsible for all charges placed on the account until all outstanding identifications are returned to the Club.

5. Vehicle RFID stickers for members' vehicles may be issued or reissued according to the rules then in effect. Vehicle RFID stickers are not transferable. The vehicle RFID sticker must be affixed to the car for which registration was submitted and will be confiscated if not affixed to that car; the Club may specify where the RFID sticker must be affixed.

## MEMBER DUES, FEES AND CHARGES

1. Membership dues are billed on an annual basis, but the Club reserves the right to allow monthly payment of dues in its sole and absolute discretion. The Schedule of Dues, Fees and Charges will set forth the dues, fees and charges as established, from time to time, by the Club in its sole and absolute discretion. By agreeing to pay dues each membership year, members agree to be bound by the Club Documents, as amended and restated from time to time by the Club in its sole and absolute discretion, and to pay all incurred dues, fees and charges, including credit card services charges.

2. A member is entitled to charge privileges at the Club so long as his or her membership remains current and in good standing. All purchases of services and merchandise, including food and beverage, will be charged to the member's club account and will be due and payable upon receipt of a monthly statement from the Club. The Club may refuse, in its sole and absolute discretion, point of sale cash and credit card payments. If the member's charge is eligible for a member discount as may be made available by the Club, the discount will only be applied to the member's charge if he or she makes the charge to their Club account.

3. The Club may require minimum spending limits for food and beverage and/or other charges, in its sole and absolute discretion, which the Club may charge to the member's club account if the member does not charge such amount during each period.

4. The Club will charge a no show fee for reservations made and not utilized pursuant to the Schedule of Operations.

5. Club accounts shall be deemed delinquent from the date first billed if payment is not received within 30 days after the date of the monthly statement. Past due bills will be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue 30 days from the date of the monthly statement until the account is paid in full. A membership with an account balance outstanding 45 days from the statement date will have access and charging privileges suspended until payment in full including any service charge is received. A membership with an account balance outstanding 90 days from the statement date will be terminated. The member's statement evidencing the delinquent account balance constitutes notice of suspension or termination of the membership as applicable. Members having past due bills may be charged a reinstatement fee at the sole and absolute discretion of the Club to reactivate an account once it is deemed delinquent but in no case will a terminated member be allowed to pay a reinstatement fee to reactivate his or her membership.

6. In the event of a member's death, the heirs, successors, assigns and estate of the member shall be liable, to the extent permitted by law, for any dues accrued and charges incurred until the date of that member's death.

7. Each member and all Designated Users shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership and will be legally and financially responsible for his or her acts or omissions as well as those of his or her immediate family, guests, lessees and any other person using the Club through his or her membership.

8. The Club requires all members to keep an active major credit card and billing information on file together with an authorization for the Club to bill any amounts incurred in connection with the membership (including but not limited to dues, charges, fees and any service charges incurred by the Club for processing the transaction) which are outstanding 30 days or more from the due date on the monthly statement. In addition to the Club's ability to charge a member's credit card, if the club account of any member of the Club is delinquent or if the Membership Deposit or Membership Fee is not paid as required, the Club may at its option, take whatever action it deems necessary, including legal action, to effect collection and will, after the account balance has been outstanding for 90 days, terminate the membership. The member's statement evidencing the delinquent account balance constitutes notice of suspension or termination of the membership as applicable. The member shall be liable for any attorneys' fees and costs (including such fees required in connection with appeal proceedings) incurred in connection with the collection of such delinquent account(s) or the termination of the membership.

9. The Club, in its sole and absolute discretion, may abate the dues and fees of a member during an extended professional relocation or an extreme health disability. Such abatement will not be granted more than once during the ownership of a membership or for a duration of more than one year. Nor will such abatement be granted to more than 1% of the membership during a membership year.

10. A resigning member is required to pay dues until the end of the membership year during which the membership is resigned, and dues are non-refundable.

## **CLUB AND PRIVATE EVENTS**

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate. However, the Club may not have the same number or type of events each year.

2. The Club encourages the use of the Club Facilities by members for private functions provided the function has received prior permission, and it does not unduly interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

3. Special events and functions may be scheduled from time to time at the sole and absolute discretion of the Club.

## **GRATUITIES**

1. The Club will add a non-discretionary service charge to any food and beverage sale and members may add a discretionary gratuity to the food and beverage sale. A member may indicate the discretionary gratuity when signing the ticket invoice with the amount of the gratuity as the member deems appropriate. In certain areas of the Club a non-discretionary service charge may be added to the service ticket.

2. Any other gratuities including but not limited to valet parking, beach and pool, golf operation, locker room, front desk, bag drop, bag room and locker attendants are at the member's discretion.



3. It is customary for the Club to send a letter providing an opportunity for members to show their appreciation to Club employees by making a voluntary contribution to a Holiday Fund for all Club employees. The voluntary contribution amount, if any, will be included in November Club statements. Club management shall be responsible for the distribution of these funds.

## **RESERVATIONS AND CANCELLATIONS**

1. Reservations are required for most Club activities and restaurants, many services, and shall, in most cases, be accepted on a first-come, first-served basis.

2. Members are requested to make reservations and changes to reservations as far in advance as possible, especially for larger parties (nine or more).

3. Additional Rules and Regulations, at the sole and absolute discretion of the Club, may be provided in the Schedule of Club Operations or individual reservation confirmations from the Club. This may include, but not be limited to, cancellation fees.

## **ATTIRE**

1. The Club may publish specific attire requirements from time to time, which will be included in the Club's Schedule of Operations. The Club reserves the right, in its sole and absolute discretion, to require a member, Designated User or member guest to change their attire for any reason before being provided access to the Club Facilities.

2. It is expected that members and their guests will dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club.

3. Proper golf attire is required for all players utilizing the Club's Golf Facilities. If a member is in doubt concerning their attire, please check with the Golf Shop before starting play.

4. Proper tennis attire is required at all times for all players utilizing the Club's Racquet Club Facilities.

## **CHILDREN**

1. Unless permitted by the Club, children under sixteen (16) years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult over seventeen (17) years of age, and the Club may require the guardians of the child to sign a waiver in advance.

2. Children, who cannot swim, must be accompanied by a parent or guardian at all times while in the pool areas. Children must be three (3) years of age and toilet trained to use an adult pool. Children wearing diapers other than swim diapers are not permitted in any pool.

3. Children under the lawful drinking age are not permitted in any lounge or bar unless accompanied by an adult. Notwithstanding anything contained herein to the contrary, no one under the age of twenty-one (21) will be permitted to access or enter upon the property without being accompanied by their parent or legal guardian after the closing of the other retail outlets and Club activities, which typically occurs at 10:00 P.M.

4. Members are responsible for the conduct and safety of their children when

enjoying the Club Facilities. If children of members, and their guests, are observed breaking rules or regulations regarding the use of the Club Facilities, or otherwise conducting themselves in a disorderly manner, such conduct will be reported to their parents and Club Management. If the conduct continues after such notification, the offender and possibly all the members and Designated Users of the membership may be denied use of the Club for a period to be established by Club Management.

5. The Club may establish additional areas, times or other regulations for use the Club Facilities by children, which will be included in the Schedule of Operations.

## **TEEN CENTER**

1. The Club may have an area designated for children from the age of thirteen (13) through seventeen (17) ("Teen Center"), which will be open during the hours posted and included in the Club's Schedule of Operations.

2. The Teen Center may operate on a first-come, first-served basis with specific child/staff ratios based on the number and ages of the children in attendance.

3. The Club may charge a fee per child for use of the Teen Center as determined by the Club from time to time.

4. Food and beverage may only be purchased from or made available by the Club.

5. Teen Center management is authorized to report any child to his or her parents whose conduct is not in compliance with the rules and regulations of the Club and Teen Center, cause the parents to remove the child and suspend Teen Center privileges for the child for any period determined by the Teen Center management on account thereof.

6. Horseplay, profanity, disruptive conduct and indiscreet behavior at the Teen Center are strictly prohibited.

7. Private parties may be permitted at the Teen Center, provided they are approved in advance by the Club.

8. Alcoholic beverages and smoking are not permitted in the Teen Center.

9. The Teen Center may sponsor programs, events and activities from time to time. Registration may be required, and participation may be based on a first-come, first-served basis.

10. The Club is not responsible for items left at the Teen Center.

11. Parents are responsible for the conduct of their children and shall indemnify and hold the Indemnified Parties harmless from any and all loss, cost, claim, injury, damage or liability arising out of use of the Teen Center by the member's child(ren).

12. The Club's Schedule of Operations will cover other rules and regulations, including but not limited to pre-registration, member guest use, and drop off and pick up.

## CHILDREN'S CENTER

1. The Club may have an area designated for children under thirteen (13) years of age ("Children's Center"), which will be open during the hours posted and included in the Club's Schedule of Operations.
2. The Children's Center may operate on a first-come, first-served basis with specific child/staff ratios based on the number and ages of the children in attendance.
3. The Club may charge a fee per child for use of the Children's Center as determined by the Club from time to time.
4. Food and beverage may only be purchased from or made available by the Club, though the Club may make exceptions given the age of the children.
5. Parents are responsible for bringing or packing baby wipes, diapers, etc. All diaper bags and personal belongings must be marked with the child's first and last name. The Club is not responsible for items left at the Children's Center.
6. Personal toys, games, dolls, etc. should not be brought to the Children's Center unless they have been approved for the Membership Director or his or her assistant.
7. Children's Center management has the discretion to refuse any child who appears to be ill. Parents will be notified, should their child become ill while at the Children's Center.
8. Children's Center management may call a parent to remove a child due to illness or disruptive behavior. If a child continues to misbehave after a warning, he or she may not be permitted to return that day and/or in the future.
9. Private parties may be permitted at the Children's Center, provided they are approved in advance by the Club.
10. The Children's Center may sponsor programs, events and activities from time to time. Registration may be required, and participation may be based on a first-come, first-served basis.
11. The Club is not responsible for items left at the Children's Center.
12. Parents must be on the Club premises at all times, while their children are at the Children's Center.
13. Parents are responsible for the conduct of their children and shall indemnify and hold the Indemnified Parties harmless from any and all loss, cost, claim, injury, damage or liability arising out of use of the Children's Corner by the member's child(ren).
14. The Club's Schedule of Operations will cover other rules and regulations, including but not limited to pre-registration, member guest use, and drop off and pick up.

## MEMBER GUESTS

Guests of members may be entitled to use the Club Facilities upon the payment of guest fees as determined from time to time by the Club and will be subject to the following rules.

1. The Club reserves the right to restrict or disallow guest use from time to time and to require reservations for member guests as set forth in the Club's Schedule of Operations.

2. All guests shall be designated as either accompanied or unaccompanied guests. An unaccompanied guest is defined as a guest sponsored by the member but using the facilities of the Club without the member. The current Schedule of Operations uses a color-coded calendar to designate whether reservations are required, whether accompanied guests are permitted and whether fees are charged for member accompanied guest access. The current Schedule of Operations also provides whether unaccompanied guests are permitted. The Schedule of Dues, Fees and Charges sets the fees charged for accompanied and unaccompanied guests.

3. Each membership may accompany a maximum of four (4) guests per day unless dining, utilizing the Spa or with the prior approval of the Club Member Relations Office.

4. A particular guest may not use the Club Facilities more than six (6) days per year regardless of the number of sponsoring members.

5. The Club in its sole and absolute discretion may allow unaccompanied guests access to the Club Facilities through a temporary guest identification upon the payment of the applicable guest fee as discussed below and set forth in the Schedule of Dues, Fees and Charges.

6. Club approval and registration of each individual guest are required prior to each issuance of a guest identification and prior to the guest's arrival at the Club. Unregistered guests may be refused access and service. If more than one guest is sponsored at a particular time, each guest aged eight (8) and over must have a separate guest identification issued. Guests must have their guest identification and photo ID with them at all times while using the facilities of the Club.

7. Purchases of services and merchandise including food and beverage may be charged to the member's club account or may be charged to the guest's credit card or temporary guest account if created by the Club. If charged to the guest's credit card or temporary guest account if created by the Club, no member discount will be applied. All guest fees will be charged to the member's club account, and the Club may determine if guest service fees (such as green fees, court fees) may be charged only to member account or guests may pay these fees directly. Cash payments are not accepted at the Club.

8. The sponsoring member shall be ultimately responsible for all amounts incurred by their guests. The sponsoring member is also responsible for the conduct of their guests.

9. Guests will be required to present their identification and photo ID, including when making charges. In addition to any fee for the guest identification, guest use may be subject to other fees as determined by the Club from time to time including but not limited to fees for access to the Beach Club, the Harborside Pool Club and the fitness facilities as set forth in the Schedule of Dues, Fees and Charges.

10. The Club may take any action it deems appropriate to curb abuse of the guest policy.

## **GOLF CLUB**

### **GENERAL**

1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA are endorsed by the Club, and are expected to be adhered to by all golfers. The USGA Rules of Golf will govern all play, except when modified by a local rule or in conflict with any of the rules herein.

2. Practice (playing more than one ball by a player) is not allowed if the players are unable to keep up with the standard pace of play.

3. All tournament and other organized play such as leagues must be organized and approved in advance by the Director of Golf.

4. All member and member guests are requested to:

- a. Enter and leave bunkers at their lowest elevation;
- b. Carefully rake sand bunkers after play;
- c. Repair all ball marks on the green;
- d. Repair all tee and fairway divots with the sand provided;
- e. Only search for balls played by members of their group/tee time; and
- f. Have his or her own set of golf clubs.

5. Players assumes all risk and danger intrinsic to the game of golf, including being struck by errant or misdirected golf balls, and releases the Club and all employees and agents thereof from any and all liabilities resulting from such causes as more fully described in the section hereof entitled "Loss or Destruction of Property or Instances of Personal Injury."

6. Players should be observant of ant hills, insects and other naturally occurring hazards which may be harmful or cause injury to players. In equity (USGA Rule 1-4), the player is permitted, without penalty, to drop a ball in the nearest spot not nearer the hole which is not dangerous. Member acknowledges and agrees that the Club accepts no liability for such occurrences.

7. When inclement/dangerous weather moves into the area, golfers are advised to take precautions and seek shelter. Players who do not take precautions and remain on the course during inclement or dangerous weather do so at their own peril.

8. During inclement weather or unplayable conditions, the Director of Golf will afford "time credit" if the course is closed. Unpleasant conditions (i.e, rain, cold, wind, heat) do not create unplayable conditions. Unplayable conditions may include lightning in the area, or certain conditions, designated by the USGA or conditions which pose a risk of personal injury.

Credit will only be issued on the day of play, and it is the sole responsibility of the player to inquire about credit in the Pro Shop.

9. Jogging, walking, bicycling, fishing and other pedestrian traffic is not permitted on the golf cart paths, unless approved by the Club.

10. The golf facility operating hours are included in the Club's Schedule of Operations. The golf facilities may be closed for general maintenance or any other reason at the Club's sole and absolute discretion.

## **TEE TIMES**

1. The name, membership number if applicable, and contact and identification information of all players, members and member guests, are required to make a golf tee time reservation. Contact information includes but may not be limited to email and phone. The identification information may include driver's license state and number, or other personally identifiable information as requested by the Club.

2. The criteria and processes for reserving, changing, cancelling, and using tee times may change in the sole and absolute discretion of the Club and will be detailed in the Club's Schedule of Operations.

3. The applicable fees may change in the sole and absolute discretion of the Club and will be detailed in the Club's Schedule of Dues, Fees and Charges.

4. If any player information is incorrect or changes, the Starter must be made aware and provided enough time to review each change prior to the start of play. The Starter may postpone and cancel a tee time if he or she is unable to validate the player information and confirm each for play.

5. All players must register at the Golf Shop and sign for any golf cart, demo clubs, green fees, and guest fees before beginning play. Each member and member guest must present his or her membership or guest identification when registering. Guests who do not have a guest identification must be accompanied by and play with the sponsoring member.

6. Starter approval is required to begin play. "Cutting-in" is not permitted at any time.

## **PRACTICE AREAS**

1. Posted practice area rules must be adhered to at all times. Practice balls are for use on the practice areas and may not be used on the golf course. Members may not use their own golf balls in the practice areas with the exception of practice putting greens.

2. Practice balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice areas.

3. Proper golf attire is required at all times on the practice areas.

4. Ball shaggers are not permitted.

5. Lessons by unauthorized professionals are prohibited.

## **GOLF CARTS**

1. The Club may make the use of Club issued golf carts, including powered carts and pull carts/trolleys, mandatory in its sole and absolute discretion.
2. Golf carts must not be used by a member or member guest on the Club Facilities without proper assignment and registration and upon the signing of any and all releases and indemnifications as required by the Club from time to time.
3. Golf carts may only be used on the golf course when the course is open for play.
4. Powered golf carts may only be operated by persons over fifteen (15) years of age that have a valid driver's license.
5. Only two persons and two sets of golf clubs are permitted per golf cart.
6. Privately owned golf carts are not allowed to be used at or on the golf facilities.
7. Members and guests must:
  - a. Obey all golf cart directional and traffic signs. Signage and roped areas, including but not limited to areas around the greens, may be placed for the care of the course.
  - b. Use the cart paths, and areas designated for practice and private lessons, unless otherwise notified by the Starter.
  - c. Avoid soft areas on fairways, especially after rain.
  - d. Use roughs whenever possible.
  - e. Not drive golf carts under low hanging branches of trees.
  - f. Never drive through a hazard.
  - g. Never operate a golf cart on a tee box or green.
  - h. Return golf carts to the staging area. Anyone leaving a cart unattended in any other area will be held personally responsible.
  - i. Only park golf carts in designated areas.
8. Operation of a golf cart is at the risk of the operator. The Florida Supreme Court has stated that all carts shall be treated as automobiles.
9. Persons who appear to be legally intoxicated may not operate a golf cart.
10. Each member 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, his or her

family members or member guests, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.

11. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member 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's, his or her family members' or member's guests' use and operation of the golf cart.

12. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing and membership privileges.

## **HANDICAPS**

1. Handicaps are computed under the supervision of the Director of Golf in accordance with the current USGA recommendations.

2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the Director of Golf.

3. Members are responsible for turning in all their scores. The Golf Shop shall assist any members needing help with the posting procedures. If a member does not turn in a score, the Director of Golf will post a score for the member that is equal to their lowest score on record.

4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Director of Golf shall determine if there are violations by members in turning in their scores and will arbitrarily assign to the player a score two (2) strokes lower than the lowest score on the computer sheet and may continue to do so as long as these violations occur.

5. The Club reserves the right to deny any member entry into tournament play for handicap manipulation.

## **ETIQUETTE**

1. Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Below are some guidelines:

- a. 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 playing out of turn.
- b. 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.
- c. Be sociable, but reserve your extended conversations for the clubhouse.



- d. Players should complete their 18-hole round of golf in four (4) hours or less with a #1 tee or shotgun start, or four (4) hours and sixteen (16) minutes with a #1 & #10 start. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay.
- e. It is the responsibility of each player in a group to keep pace with the group ahead. If a group falls one (1) complete hole behind the group ahead, the lagging group is required to allow the group following to play through. If the group continues to lag one (1) complete hole behind, that group will be required to skip a hole to keep up pace with the group ahead. It is each group's responsibility to be observant of its position on the course and keep its pace. It is also the responsibility of all players (groups) to freely advise less observant players (groups) that their slow pace is adversely affecting an enjoyable pace of play.
- f. When approaching a green, return to the cart path and drive the golf cart around to the rear or side of the green. Park your golf cart on the cart path on the most direct path to the next tee, in order to save significant time. Never leave the golf cart in front of the green.
- g. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in your group are playing from the next tee.
- h. If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.

2. The golf rangers have the authority to keep play moving at an acceptable pace and enforce all rules for the enjoyment of all players. Repeated violations of slow play guidelines will result in a written notification of restrictive playing privileges.

## **RACQUET CLUB**

### **GENERAL**

1. The Rules of Tennis as adopted by the USTA and the Rules of Pickleball as adopted by the USAPA are endorsed by the Club and are expected to be adhered to by all players. The USTA and USAPA Rules will govern all play, except when modified by a local rule or in conflict with any of the rules herein.

2. All tournament and other organized play such as leagues must be organized and approved in advance by the Director of Racquet Sports.

3. Players assume all risk and danger intrinsic to the game of tennis and releases the Club and all employees and agents thereof from any and all liabilities resulting from such causes as more fully described in the section hereof entitled "Loss or Destruction of Property or Instances of Personal Injury."

4. When inclement/dangerous weather moves into the area, players are advised to take precautions and seek shelter. Players who do not take precautions and remain on the court during inclement or dangerous weather do so at their own peril.

5. During inclement weather or unplayable conditions, the Director of Racquet Sports will afford "time credit" if the courts are closed. Unpleasant conditions (i.e., rain, cold, wind, heat) do not create unplayable conditions. Unplayable conditions may include lightning in the area or certain conditions, designated by the USTA or USAPA or conditions which pose a risk of personal injury. Credit will only be issued on the day of play, and it is the sole responsibility of the player to inquire about credit in the Racquet Club

6. Tennis and pickleball are the only uses permitted on the courts, unless approved by the Club in advance.

7. The Racquet Club operating hours are including the Club's Schedule of Operations. The Racquet Club facilities may be closed for general maintenance or any other reason at the Club's sole and absolute discretion.

## **RESERVATIONS**

1. The name, membership number if applicable, and contact and identification information of all players, members and member guests, are required to make a court or clinic reservation. Contact information includes but may not be limited to email and phone. The identification information may include driver's license state and number, or other personally identifiable information as requested by the Club.

2. The criteria and processes for reserving, changing, cancelling, and using the courts may change in the sole and absolute discretion of the Club and will be detailed in the Club's Schedule of Operations.

3. The applicable court fees may change in the sole and absolute discretion of the Club and will be detailed in the Club's Schedule of Dues, Fees and Charges.

4. If any player information is incorrect or changes, the Racquet Club must be made aware and provided enough time to review each change prior to the start of play. The Club may postpone and cancel a reservation if the Club unable to validate the player information and confirm each for play.

5. All players must register at the Racquet Club and sign for any tennis equipment, fees, and guest fees before beginning play. Each member and member guest must present his or her membership or guest identification when registering. Guests who do not have a guest identification must be accompanied by and play with the sponsoring member.

6. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, and/or when under adverse or anticipated adverse weather conditions.

## ETIQUETTE

1. Persons using the Racquet Club should do their part to make play a pleasant experience for everyone at the Club. Below are some guidelines:
  - a. Excessive noise, racquet throwing and profanity is not permitted.
  - b. All persons preparing to enter or cross a court should use the entrance behind the courts when applicable or wait until play has halted, then proceed quickly and quietly to their assigned court.
  - c. If a ball enters another court, and it is not in the court of play, the requesting group should wait until play has halted before requesting assistance. If a ball enters another court, and it is on the area of play, "ball on" should be clearly stated. Players should not retrieve a tennis ball from another court themselves.
  - d. At the end of their playing period, players must promptly relinquish their court to the next players.

## BEACH AND POOL CLUBS

1. Use of the Club's pools is at the swimmer's own risk. Any injuries or accidents should be reported to the pool staff or Club immediately.
2. Swimming is permitted only during designated hours, which are detailed in the Schedule of Operations.
3. Lifeguards, if any, are detailed in the Club's Schedule of Operations.
4. Showers are required before entering the pool.
5. Food and beverages are not permitted in the pool or beach areas, except when provided by staff of the Club. No food or drink is allowed in the pools or within six feet of the water's edge. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area.
6. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
7. Audible devices including but not limited to radios, tablets and mobile phones are permitted only when used with earphones and never in a manner that could be overheard by another member or resort guest.
8. Animals (other than service dogs), bicycles, skateboards, play balls and other like apparatus of any type and coolers are not permitted in the pool area.
9. Lifesaving and pool cleaning equipment should be used only for the purposes intended.

10. Running, ball playing and hazardous activities are not permitted. Pushing, dunking and dangerous games are prohibited.
11. Diving is not permitted unless otherwise indicated at the pool.
12. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool area except as part of an organized course of instruction.
13. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The pool staff has the authority to expel from the pool area anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.
14. Swimming parties may be arranged through the Club in advance of the occasion.
15. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
16. Towels are provided on a complimentary basis. If not returned, the member's club account will be charged.
17. All persons using the pool and beach area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
18. Smoking is not permitted at any pool or the beach.
19. Persons who leave the pool area for over 60 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool and beach areas is prohibited. Chairs that have been unattended for one hour may be given to waiting members or guests.
20. The Club reserves the right to establish additional rules including, but not limited to, capacities, fees, reservations, amenities, flotation devices, toys, tubes, which would be included in the Club's Schedule of Operations.

## **C A B A N A S**

1. A limited number of cabanas may be available for rental on an annual, daily or seasonal basis, as determined by the Club. Registration for use of the cabanas is handled through the Club's Cabana Office. Deadlines regarding cabana rental registration may be implemented from time to time. Priority may be given to prior renters.
2. No pets, other than service animals, may be brought into the cabanas and the cabanas must be kept in an orderly manner at all times.
3. Persons are not permitted to stay in the cabanas overnight.
4. No private parties may be held in the cabanas unless approved by the Club in advance.

5. No coolers are permitted in the cabanas. All food and beverages must be supplied by the Club.

6. The Club reserves the right to establish additional rules including, but not limited to, capacities and fees, which would be included in the Club's Schedule of Operations.

## **SPA**

### **GENERAL**

1. The name, membership number if applicable, and contact and identification information of all members and member guests, are required to make a spa reservation. Contact information includes but may not be limited to email and phone. The identification information may include driver's license state and number, or other personally identifiable information as requested by the Club.

2. The criteria and processes for reserving, changing, cancelling, and using the Spa may change in the sole and absolute discretion of the Club and will be detailed in the Club's Schedule of Operations.

3. The applicable fees may change in the sole and absolute discretion of the Club and will be detailed in the Club's Schedule of Dues, Fees and Charges.

4. All persons must register at the Spa. Each member and member guest must present his or her membership or guest identification when registering.

5. Proper spa attire (including shirts and shoes) as determined by the Spa Director is required.

6. No bare feet are allowed outside of the steam, sauna and treatment areas.

7. Smoking, alcohol, pets other than service animals and cell phones are not permitted.

### **SAUNA AND STEAM ROOM**

1. Members and guests are strongly advised to consult a physician before using the sauna or steam treatment rooms due to the high heat and relative humidity. Pregnant women should not use the sauna or steam or other facilities that would elevate the core body temperature. Use of the sauna and steam rooms are at the sole risk of the individuals.

2. Never use a steam or sauna treatment when you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasodilators or stimulants.

3. Elderly people and those who suffer from diabetes, heart disease or high/low blood pressure should not use saunas.

4. Never go into a sauna or steam treatment on a full stomach. Wait two hours after a heavy meal before using a steam or sauna treatment.

5. Following a strenuous exercise period, DO NOT GO DIRECTLY INTO A SAUNA OR STEAM TREATMENT. Rest and cool down; allow your pulse to return as close as possible to your resting rate before entering either facility.

6. No cups, magazines or newspapers are permitted inside the sauna. Do not pour water or any liquid on the hot rocks or any heating element.

7. For sanitary reasons, no shaving or paper cups are permitted in the steam treatment room.

## **LOCKER ROOMS**

1. Spa lockers, robes and slippers are issued on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for items not returned.

2. Members and guests should not bring valuables into the Spa. Spa assumes no liability for the loss of any personal items left in the locker or Spa overnight.

3. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

## **FITNESS CENTERS**

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club Facilities as determined from time to time.

2. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.

3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions. Consultation with a personal trainer is suggested prior to using the fitness facilities at the Resort. Outside trainers are not permitted in the fitness facilities.

4. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

5. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.

6. A health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.

7. All members and their guests must sign in at the front desk. Guest daily fees may be charged for use of the fitness facilities. If fees are established, the member's account will be billed. Members who do not follow the posted cancellation policy will be charged a per person "no-show" fee as determined from time to time by the Club.

8. All weights and pieces of equipment must be returned to their proper places at the completion of use.

9. Casual but appropriate workout attire is acceptable at the fitness facilities. Only aerobic or court shoes may be worn at the fitness facility and in the aerobics studio. No black-soled shoes shall be permitted at the fitness facility.

10. Pregnant women should not use those fitness facilities that would elevate their core body temperature.

11. Smoking and alcoholic beverages are prohibited at the fitness facility. No food may be brought onto the premises.

12. Members, family members and guests assume full risk of loss and responsibility for damage to their health.

13. No clothing or personal articles may be stored under benches or in the common areas.

14. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.

15. Radios, televisions and devices such as tablets and mobile phones are permitted only when used with earphones.

16. All jewelry must be removed prior to exercising.

## **MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH.**

### **ANTI-HARASSMENT POLICY**

The Club is committed to providing a friendly, supportive and productive environment for its members, guests and employees. Harassment of any kind by members, guests, employees (or anyone else doing business with the Club) will not be tolerated. This includes, but is not limited to, sexual harassment as well as any harassment based upon an individual's race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability. The Club has delegated responsibility to the Membership Director to deal with any and all allegations of sexual misconduct and/or other types of harassment. The Membership Director's duties and responsibilities are specific and detailed later in this policy statement.

The process described below deals with sexual harassment. Nevertheless, the procedures set forth in this policy apply equally to harassment based upon race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability.

## **Explanation of Sexual Harassment**

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as:

1. unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where, either explicitly or implicitly, submission to such conduct is considered a term or condition of an individual's continued employment; or
2. making submission to or rejection of such conduct the basis for employment/membership decisions affecting the employee or member; or
3. where such conduct has the effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile or offensive work or social environment.

Subsections (1) and (2) of the above EEOC definition cover what is known as "quid pro quo" sexual harassment - sexual favors or conduct requested in return for job benefits or job retention. Subsection (3) of the EEOC's definition covers what is known as hostile environment harassment - when the conduct unreasonably interferes with an individual's ability to perform his or her job, or creates an intimidating, hostile or offensive work or social environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness and/or member enjoyment.

Some examples of such conduct include, but are not limited to, the following:

- unwelcome or offensive sexual advances
- sexual jokes
- pressure for sexual favors
- inappropriate touching
- leering
- intrusive personal questions and/or questions of a sexual nature
- visual displays of degrading images or stereotypes
- analogies using sexual or sex-related terms
- using derogatory terms when referring to females, such as "babe," or "dumb females"
- screaming, shouting or using insulting language of a sexual nature

Individuals will have different tolerance levels and personal definitions of "inappropriate behavior." Therefore, employees and members have an obligation not only to monitor their own behavior, but also to advise others when they feel or interpret another's behavior toward them as inappropriate, offensive and/or in a manner that creates a hostile or intimidating environment.

## **Reporting a Complaint**

The Club encourages reporting of all incidents of sexual harassment, regardless of who the offender may be. The Club encourages individuals who believe they are being harassed to notify the offender in a prompt and firm manner that his or her behavior is unwelcome, yet the



Club also recognizes that disparities in position between an alleged offender and a victim may make such a conversation difficult or impossible. In the event that such informal, direct communication between individuals is either ineffective, difficult or impossible, the following steps should be followed.

- Notification of Appropriate Persons

Individuals who believe they have been subjected to sexual harassment can report the incident to the Membership Director. All complaints of alleged harassment will be documented and will be handled with discretion. The Club will maintain a complete written record of each complaint and how it was investigated and resolved. If the Membership Director is the offending party, then the incident can be reported to the President & CEO.

- Timeframe for Reporting Complaint

The Club encourages prompt reporting of sexual harassment complaints so that appropriate investigation and action may be taken.

- Protection Against Retaliation

The Club will not in any way retaliate against an individual who makes a report of sexual harassment nor permit any employee or member of the Club to do so. Retaliation is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to the same disciplinary action provided for those determined to have violated the Club's policy (see "Investigating and Resolving the Complaint" below).

### **Investigating and Resolving the Complaint**

- Investigation/Confidentiality

Any allegation of sexual harassment brought to the attention of the Membership Director will be promptly investigated. Once approached, the Membership Director's responsibility is to then inform the President & CEO. It is intended that the only other member(s) of the Club Owner's executive team that would be advised, if necessary, would be any person who would need to get involved in any required investigatory process. Every effort shall be made to keep all matters related to the investigation and various reports and recommendations confidential.

- Resolution of Complaint/Disciplinary Actions

The Club specifically prohibits harassment by any member, guest, Club employee or group of employees. Anyone violating this policy will be subject to appropriate disciplinary action, which may include any one or combination of the following:

- verbal/written warning
- additional sexual harassment training or mandatory professional counseling for Club employees
- probation or suspension (with or without pay) for Club employees
- probation or suspension of Club privileges for members or guests

- termination of employment
- termination of membership

After investigation, the Membership Director shall recommend appropriate disciplinary action, and provide notice of such recommendation to the complainant and the accused.

Individuals found to have filed false and malicious complaints of harassment will be subject to disciplinary action. This does not apply to complaints that, even if erroneous, are made in good faith.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each member, as a condition of membership, and each guest, as a condition of invitation to the Club Facilities, assumes responsibility for his or her actions and for persons using the Club through his or her membership or privileges. The Club shall not be responsible for any loss or damage to any personal property used, stored or left on Club property, including but not limited to lockers, guest rooms, changing rooms, restrooms, cabanas, or parking garages. Any such personal property which may have been left in or on the facilities for 90 days 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 Club's premises any property or furniture belonging to the Club without proper written authorization.

3. Every member of the Club shall be liable for any property damage and/or personal injury at the Club or at any activity or function operated, organized, arranged or sponsored by the Club caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's club account.

4. Any member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, golf cart, beach rental equipment, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club or by a third party concessionaire, including without limitation, 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 or concessionaire, 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 indemnify and hold the Club Owner as defined in the Membership Plan, the Resort Owner as defined in the Membership Plan, the Company, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's Advisory Committee or other committees, or any concessionaire (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spikeless shoes, or otherwise, arising out of or incident to membership in the Club, or use of the Club Facilities or fraud in inducing an individual to acquire membership, and/or from any act or omission, including negligence, of any of the Indemnified Parties, unless caused by the gross negligence or willful misconduct of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified

Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member. This release and indemnification cover all matters arising out of, related or incident to membership and use of the Club Facilities including but not limited to disputes over the ownership of memberships, enforcement of Club Rules and Regulations, physical injury, etc. This provision and all other provisions for responsibility survive cessation of membership.

5. 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, 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. All claims and suits are subject to arbitration as provided hereinafter in the Section entitled Dispute Resolution.

## **DISCIPLINE**

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct (whether or not at the Club Facilities or directly related to the Club) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony, good reputation or best interests of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club, without any liability to an affected person, and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Prospective Member Information Statement, (iii) allowing his or her membership identification to be used by another person, (iv) submitting false information regarding an application for guest access, (v) exhibiting unsatisfactory behavior, deportment or appearance, or damaging property of the Club, (vi) failing to pay any amount owed to the Club in a proper and timely manner, (vii) failing to abide by the Rules and Regulations as set forth herein and as established by the Club from time to time, (viii) abusing Club personnel or employees, (ix) conviction of a felony or a crime of moral turpitude (member, spouse, child or Designated User), (x) making disparaging remarks about the Club (or Club personnel) to anyone other than the Membership Director, (xi) threatening to file, or actually filing any litigation and/or any legal proceeding against the Club for any reason in any forum, other than as provided for in the Dispute Resolution of the Rules and Regulations, or (xii) engaging in conduct deemed by the Club to be improper or acting in a manner incompatible with the standard of conduct of the membership or which would be likely to endanger the welfare, safety, harmony or good reputation of the members or the Club.

2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. Notwithstanding the hearing requirement, the Club may immediately suspend the rights and privileges of an individual when, in its sole and absolute discretion, the Club determines that such conduct constitutes: (a) an immediate and unreasonable infringement of, or threat to, the welfare, safety, harmony, good reputation or quiet enjoyment of the Club Facilities by other members and guests or to Club personnel; (b) a traffic or fire hazard; or (c) a threat of material damage to, or destruction of Club Facilities or property or properties contiguous to Club property. Notwithstanding the foregoing, the Club may, without a hearing, immediately after notice, terminate a member for (a) failure to pay in a proper and timely manner dues, fees or any other

amounts owed to the Club and/or (b) engaging in conduct that is deemed by the Club to be detrimental to the Club's welfare, safety, harmony, good reputation or quiet enjoyment of the Club Facilities by other members and guests. Under such circumstances, upon request of the offending member, (which request must be received by the Club, in writing, within five (5) days following the Club's disciplinary action), the Club will conduct a hearing as soon thereafter as reasonably possible. The severity of the discipline is in the Club's sole and absolute discretion and will be determined on a case by case basis. There is no requirement that a member receive a warning or that the offense be continued or repetitive prior to disciplinary action being taken. However, a membership will not be terminated for payment delinquency until the account balance has been outstanding for a period of 90 days.

3. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any Membership Deposit or Membership Fee, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full along with any reinstatement fee prior to reinstatement as a member in good standing.

4. Upon termination/expulsion of a non-refundable member, the Club may determine to repay none, a portion, or all of the Membership Fee paid under such terms and conditions as it elects in its sole and absolute discretion. Notwithstanding the other provisions of the Membership Plan and these Rules and Regulations, such terms may include making a non-refundable membership available for resale in the same manner as a refundable membership for a partial or full repayment of the Membership Fee. A Refundable Member as defined in the Refundable Membership Plan who is terminated or expelled may elect to pay all outstanding obligations (including any unpaid balance of the Membership Deposit or Repayable Membership Fee) and have the membership treated as resigned in accordance with the Refundable Membership Plan. This election and payment must be made within 30 days of the date of the notice of expulsion. All membership privileges shall cease upon expulsion from the Club. The amount refunded to the person will be reduced by the amount of any unpaid dues, fees and charges plus any applicable charges accrued through the date of repayment.

## **DISPUTE RESOLUTION**

1. Except with respect to the disciplinary proceedings which shall be handled as specifically provided in the Discipline Section of the Rules and Regulations, each and every dispute, claim or other matter of disagreement between and among the Club, its officers, directors, affiliates and any Club member or applicant for membership relating to or arising out of membership in the Club, use of the Club's Facilities, the Membership Plan, or Rules and Regulations or any transaction contemplated by the Membership Plan, or Rules and Regulations shall only be decided by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in force, except as otherwise provided herein, and no right shall exist to have any such dispute litigated in a court or by jury trial; provided, however, that the Club shall have the right to collect, through a court proceeding, any Club account or other amount owing as a result of the members' loss or destruction of the Club's property or injury caused to any party. Both the Club and member acknowledge and agree that claims and counterclaims shall only be alleged on an individual basis and shall not be joined with additional claimants (other than immediate family members), nor shall they be as part of a class or group action or proceeding. In the event of any dispute, disagreement, or claim, either party may submit the matter to binding arbitration. The arbitration shall consist of three arbitrators (the "Arbitration Panel") (unless the parties mutually agree to only one

arbitrator) as follows: each party shall select one arbitrator ten days after receipt of notice by the other party invoking arbitration. The two arbitrators then shall jointly select the third arbitrator within ten days. All three arbitrators shall be required to be partners or principals of legal or consulting firms with experience in the club and hospitality industry. The decision of two of the three arbitrators shall be deemed to be the decision of the arbitrators and shall be final, binding and conclusive on both parties as hereinafter provided. The arbitration proceeding shall be held in Boca Raton, Florida.

2. Each party shall submit a position paper setting forth its resolution of the issue(s) submitted to arbitration within ten (10) days after notice of selection of the arbitrators. The decision of the arbitrators, where appropriate, shall take into account the operation of the Club Facilities in comparison to the operation of other similar clubs in Palm Beach County, Florida. The arbitrators shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrators shall render a written decision upon the matter presented within thirty (30) days after the date upon which the last party submitted its position paper to the arbitrators, and such decision shall be final and conclusive upon all parties. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof, and the judgment shall be entered unless the award is vacated, modified or corrected as provided by law.

3. The parties shall advance on an equal basis any necessary costs of the arbitration, such as reporter's fees and arbitrator's fees. The prevailing party shall be entitled to recover as part of the award all such advanced costs and reasonable attorneys' fees and related costs, fees or expenses of the arbitration. In the event of any dispute over any such fees and costs, each party may apply to the arbitrators within thirty (30) days of the decision on the merits for a determination of an award of fees, costs and expenses. The arbitrators shall enter an award on such application within thirty (30) days from its receipt, without a hearing, but with consideration of any factual materials or brief submitted by the parties, and such award shall be paid within thirty (30) days from the date of such award. Any time period set by this paragraph may be shortened or extended by the mutual agreement of the parties to the arbitration.

4. If the arbitrators in any arbitration brought decide that any provision of this Dispute Resolution section is inconsistent with or violative of the applicable arbitration rules, they will have the power to amend such provisions for the purpose of the matter being heard by them solely to the extent necessary to cause the proceedings to go forward as closely as possible to the intention expressed in this Dispute Resolution section.

5. Should any member bring suit against the Club or others in contravention of this arbitration mandate, all costs and expenses incurred by the Club or others in the defense of such suit, including court costs, attorneys' fees and other costs including para-professional fees and travel costs through all trial and appellate proceedings, shall be recoverable as part of the arbitration award. In addition, any member that brings suit against the Club or others in contravention of this arbitration mandate, may also be subject to further discipline, including, but not limited to, suspension and/or expulsion, by the Club in the Club's sole discretion.

6. Notwithstanding anything contained herein to the contrary, during the pendency of the arbitration proceedings, commencing upon the filing of a request for arbitration and concluding upon the entering of the final arbitration award, if the member has not already been suspended, the Club may, in its sole discretion, elect to suspend the member for the duration of such proceedings.

## **RESIGNATION OF MEMBERSHIP**

1. A member may resign his or her membership in the Club by delivering written notice to the Member Relations Office. A membership shall be deemed to have been resigned as of the date the member's written notice was received by the Club, after which the member will not have use of the Club Facilities. The Club will confirm receipt of the member's written notice and the member's last day of use of the Club Facilities in writing (via mail or email).

2. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account.

3. A resigning member is required to pay dues until the end of the membership year during which the membership is resigned, and dues are non-refundable.

## **CHANGES**

All Rules and Regulations are subject to change from time to time without notice.

The Club thanks all members in advance for helping our staff provide a safe and happy environment. If at any time you may have any questions regarding the Club's Rules and Regulations, please do not hesitate to let the staff know.