



RULES & REGULATIONS

January 1, 2021

Entire Building is under video surveillance.

MIZNER COUNTRY CLUB, INC.
RULES & REGULATIONS INDEX

	Page
I. DEFINITIONS	3
II. GENERAL RULES	5
III. CLUB CHARGES AND MEMBER PAYMENTS	7
IV. GUEST POLICIES	8
V. GOLF	10
VI. TENNIS	16
VII. DINING ROOM AND CLUB ACTIVITIES	18
VIII. CHILDREN	19
IX. LOCKER ROOMS	20
X. CARD ROOMS	21
XI. POOL AREA	22
XII. FITNESS CENTER	23
XIII. SPA CENTER	24
XIV. KIDS ZONE	25
XV. ARCADE LOUNGE	27
XVI. STAFF RELATED MATTERS	28
XVII. LOSS OR DESTRUCTION OF PROPERTY	
INSTANCES OF PERSONAL INJURY	29
SCHEDULE 1: HOURS OF OPERATION	30
SCHEDULE 2: DRESS CODE POLICIES	31
SCHEDULE 3: SCHEDULE OF FEES	36
SCHEDULE 4: ANNUAL FOOD AND BEVERAGE MINIMUM POLICY	40

MIZNER COUNTRY CLUB

RULES AND

REGULATIONS

THE FOLLOWING CONSTITUTE THE RULES AND REGULATIONS FOR MIZNER COUNTRY CLUB. THEY ARE INTENDED TO ESTABLISH STANDARDS OF CONDUCT TO BE OBSERVED BY THE MEMBERSHIP WHILE AT THE CLUB FACILITIES. THE FAILURE TO OBSERVE THESE RULES MAY RESULT IN DISCIPLINARY ACTION. ALL Schedules attached to these Rules are subject to change from time to time as may be determined by Club management.

DEFINITIONS

The following terms when used in these Rules, shall have the following meanings:

1. "Board" shall mean the Board of Directors of the Club.
2. "By-Laws" or "Bylaws" shall mean the By-Laws of the Club, as amended from time-to-time. The By-Laws are incorporated herein by reference. In the event of any conflict between the terms of these Rules and the By-Laws, the By-Laws shall govern.
3. "Catered Event" shall mean an event (deemed by Club management to be a catered event) where a Sponsoring Member has invited twelve (12) or more Guests who are to be served food or beverages at the Club.
4. "Club" shall mean Mizner Country Club, Inc.
5. "Club Documents" shall mean the Declaration of Master Covenants for Mizner Country Club as recorded in Official Records Book 11561 Page 1632, of the Public Records of Palm Beach County, Florida, the By-Laws, the Rules and all documents referred to therein, each as same may be amended from time-to-time.
6. "Club Facilities" shall mean the Golf Facilities, Tennis Court Facilities, Clubhouse, Central, Pool Area, Mizner Kids Area and Fitness Center and all other land and improvements operated by the Club in accordance with the Club Documents.(including the designated parking areas).
7. "Club Golfer" shall mean a Club User who has privileges to use the Golf Facilities.
8. "Club Tennis Player" shall mean a Club User who has privileges to use the Tennis Court Facilities.
9. "Club User" means all Members and Guests.
10. "Department Head" shall mean the head of any department at the Club, and shall include the department heads for Golf, Tennis, Dining, Fitness, Human Resources, Maintenance, Golf Course Maintenance, and such other departments as are established by the Board from time-to-time.
11. "Designee" shall mean the person or persons designated to exercise the use privileges of a Member in accordance with the By-Laws, where a Membership is held in the name of a company, partnership, or other form of multiple ownership.
12. "General Manager" shall mean the person employed by the Club as its general manager in accordance with the By-Laws.
13. "Golf Facilities" shall mean the Golf Course, Golf Practice Area, Golf Locker Rooms, Golf Maintenance Facilities, and related golf facilities located at the Club.

14. "Golf Practice Area" shall mean the driving range, short-game green and the putting green located next to the golf cart staging area.
15. "Guest" shall mean a guest of a Sponsoring Member and shall mean either a "Day Guest" or a "HouseGuest" A "House Guest." is defined in the By-Laws as a guest temporarily residing in a Member's Residence. All other guests of a Sponsoring Member shall be considered "Day Guests" other than Legacy House Guests.
16. "HOA" shall mean the Mizner Country Club Master Homeowners Association, Inc.
17. "Immediate Family Member" shall mean a Member, the spouse of the Member who is living in the Member's Residence, and any unmarried children who are under the age of twenty-six (26) and either living in the Member's Residence or attending school on a full-time basis and may also include any other person or persons approved by the Board as an Immediate Family Member. All other children or grandchildren of Members or their spouses who are over the age of twenty-six (26) shall be considered Guests, regardless of where they may reside.
18. "Invitational Members" shall mean the person or persons holding "Invitational Memberships" as described in Article XI of the By-Laws.
19. "Legacy House Guests" shall mean the person or persons who have been granted Legacy House Guest Privileges by the Board in accordance with the policies established by the Board from time to time (most recently on April 25, 2017).
20. "Member" or "Membership" shall mean the person or persons or entity owning either a Golf (Full), Tennis, Social or Sports Equity Membership (as those equity memberships are defined in the By-Laws), which member is in good standing with the Club. The definition also means and includes an Immediate Family Member, Designee and Tenant as well as Invitational Members and Legacy House Guests.
21. "Outside Tennis Member" means a person who has been given limited privileges to participate with the Club's Tennis team.
22. "Residence" shall mean a private residence located at MiznerCountryClub.
23. "Rules" shall mean the rules and regulations for the Club as set forth in this document and as may hereafter be promulgated by the Board from time-to-time. No other rules shall be or remain ineffect.
24. "Sponsoring Member" shall mean a Member who has invited, and is therefore responsible for, a Guest.
25. "Staff" shall mean an employee of the Club, including all Department Heads and the General Manager. The Staff employed within a Department may be referred to by that Department (i.e., "Golf Staff").
26. "Tenant" shall mean a person or persons occupying a Residence of a Member in accordance with a lease or other rental agreement approved by the MHOA and to whom such Member has transferred his or her Membership privileges in accordance with the By-Laws, provided however, in no event shall any person, spouse or immediate family member qualify for membership use privileges as a Tenant if such person has previously resided in Mizner Country Club pursuant to two or more prior leases, regardless of the term of any such leases.
27. "Tennis Court Facilities" shall mean the tennis courts, tennis shop and related tennis facilities located at the Club.

II. GENERAL RULES

1. The Club is a private membership club and shall be operated in accordance with the Club Documents. No Club Users, acting alone or in concert, shall be permitted to violate or attempt to violate the private membership characteristics of the Club or to otherwise violate the provisions of the Club Documents.
2. Club Users shall observe the Hours of Operation for the various Club Facilities as set forth on the Mizner Country Club website. The General Manager may change the Hours of Operation for any of the Club Facilities from time-to-time to allow for proper maintenance, repairs or for such other purposes as the General Manager may deem necessary.
3. Club Users shall dress in a manner befitting the surroundings and atmosphere of the Club. The Dress Code Policies as of January 1, 2021, are set forth in Schedule 2 as the same shall be modified by Club management from time to time.
4. All food offered for consumption by the Club shall be prepared by the Club, except for food offered by an outside caterer approved in advance by the General Manager. All food and beverages offered for consumption by the Club (other than take out or similar food offerings) shall be consumed on the Club property and shall be for a Member's personal consumption only.
5. No gratuities, including but not limited to cash or any other form of gift, shall be offered to any member of the Staff by any Club User for any services provided by the Club.
6. Cellular telephones should be placed on a non-audible mode to minimize disruptions to fellow Members. If, while indoors at the Club Facilities, a Club User must accept or place a call, they shall withdraw to a location so that their phone conversation will not be overheard by other Club Users.
7. Members shall be responsible for their own actions as well as those of their Guests, including the obligation of all such parties to adhere to the Club Documents.
8. No Club User shall enter the kitchen, any storage areas, maintenance areas, employee quarters, loading dock or other service areas without the prior permission of a Department Head in charge of such area or the General Manager.
9. No Club User shall dispose of trash from a Residence into Club garbage containers.
10. Except for an animal registered with the Club as a service animal for the benefit of a Club User, all animals must be on a leash and under the control of a Club User. The General Manager may require that a dog or other pet be removed from the Club Facilities if the General Manager considers such dog or other pet to be a nuisance. No dogs (other than aforementioned registered service animals) or other pets are permitted in the Pool Area or inside any of the buildings comprising the Club Facilities. Members are responsible for damage caused either by their dogs or other pets or by dogs or other pets of their Guests.
11. No Catered Events may be held in the Club Facilities unless approved in advance by the General Manager.
12. No organized religious services or meetings for any political or fund-raising purposes shall be held in the Club Facilities unless approved in advance by the General Manager.

13. Motor vehicles and golf carts parked on the Club Facilities shall be parked exclusively in designated parking areas. Motor vehicles and golf carts shall not be left parked or standing in front of Central entrance or the Clubhouse front driveway circle in the event and to the extent that they may block the flow of pedestrian, vehicular or golf cart traffic or access by emergency vehicles. Vehicles cannot be parked under the tent in the BKYD but rather only in designated golf cart spaces. First time violations will result in an automatic \$25 fine, charged to the member's account, and subsequent violations will result in a \$100 fine, charged to the member's account, and may also be subject to a grievance. Any person self-parking a motor vehicle or golf cart assumes all risk of loss with respect to his/her vehicle as well as to personal property left in such vehicle or golf cart.
14. No Club User or invitee of a Club User shall alter, add or remove any landscaping, beautification or other improvements to the Club Facilities.
15. The use of bicycles, roller skates, in-line skates, Razor scooters, skateboards, Segways, motorized bikes, motorized toys, go-peds, scooters, all-terrain vehicles, go-carts and similar items are not permitted on the Club Facilities. Bicycles are permitted on Club Facilities but they are not permitted to be parked in the Central breezeway or corridors or the Pool area.
16. No written communications shall be posted anywhere on the Club Facilities by any Club User, unless the content, location and duration of such posting is approved in advance by the General Manager.
17. There shall be no solicitation or commercial enterprises undertaken by any Club User on the Club Facilities or in the name of, or on behalf of the Club, nor shall the name, stationery or logo of the Club be used for any such purpose, without the prior approval of the General Manager.
18. Smoking of cigarettes, cigars and pipes and vaping shall not be permitted in the golf cart staging area, golf practice facilities or the tennis facilities and shall be permitted only in the following designated smoking areas in the Club Facilities: Golf Course main parking lots, and such other areas as may be designated as smoking areas by the General Manager, from time-to-time.
19. Club Users shall not be permitted to possess firearms or any other weapons while on the Club Facilities.
20. Loud or offensive language, gestures or hazardous activity shall not be tolerated on the Golf Course or elsewhere in or upon the Club Facilities.
21. The information contained in the Members Directory published by the Club shall not be circulated or used for any commercial enterprise, charitable solicitation, political purposes, or other purpose adverse to the interests of the Club and its Members.
22. No candidate for the Board or any other Club User shall directly or indirectly engage in any campaign activities other than at events arranged for such purposes by the Club. For purposes of this Rule, "campaign activities" shall include but not be limited to the distribution of written or electronic materials or communications or the conducting of any formal meetings other than those organized by the Club.
23. Club Users must cease all outside activities when the ThorGuard Lightning Prediction system becomes active and move to a safe location. Only when the system sounds the "all clear" signal (currently one 15 second horn blast), should Club Users resume their outside activities.

III. CLUB CHARGES AND MEMBER PAYMENTS

1. Club charges will be itemized in monthly statements provided to Members. Copies of individual Club chits or charges will not be included in the monthly statements but may be reviewed on the Club's website or at the Administrative Offices.
2. Monthly statements will be closed on the last day of each month and will be mailed to the Members within approximately five (5) business days from the last day of each month. All statements are due and payable upon receipt and are subject to a late charge of \$125 per month plus interest at 18% per annum if not paid by the twentieth (20th) day of the month. Any Member whose account with the Club is not paid in full within thirty (30) days of the due date of a monthly statement shall be automatically suspended and subject to any reinstatement fees, charges and other disciplinary measures approved by the Board.

IV. GUEST POLICIES

1. It is the responsibility of a Sponsoring Member to register their House Guests with the Club at the Membership Office. There is no requirement to register Day Guests; however, Day Guests must be accompanied by a Member while at the Club Facilities. A Schedule of Guest and other fees in effect at the Club as of January 1, 2021 is attached as Schedule 3. These fees are subject to change from time-to- time by the Board.
2. Once properly registered by a Sponsoring Member, a House Guest will be provided with a temporary membership card by the Club. Any applicable Guest fees or charges incurred by or on behalf of a House Guest shall be charged to the House Guest's Sponsoring Member's account. The Club reserves the right to require House Guests to present their membership cards upon entry to any Club Facilities. Membership cards are not transferable and may not be used by any person other than the Club User to whom it has been issued by the Club. All Club charges made on such membership card shall be charged to the Sponsoring Member's account. A Club User shall notify the Club in writing when a membership card is lost and request a replacement card. If a replacement card is issued the Club may charge a service charge to the Member's account.
3. A House Guest's privileges at the Club Facilities shall automatically expire once that House Guest stays overnight in a Sponsoring Member's Residence for either thirty (30) consecutive days or ninety (90) days during any three hundred and sixty-five (365) contiguous day period.
4. Guests shall enjoy the same level of privileges regarding the use of the Club Facilities as afforded to the Sponsoring Member, except as limited by these Rules, the By-Laws and as restricted from time- to-time by the General Manager or the Board.

Golf Guests

1. A Guest may not play golf at the Golf Facilities as the Guest of any one or more Sponsoring Members more than six (6) times from November 1 through April 30 or more than six (6) times from May 1 through October 31. Multi-day tournaments count as one visit.
2. If a Guest completes play of four (4) holes or less and stops playing solely due to inclement weather conditions, all golf fees and costs charged in connection with such Guest's round of golf will be credited to the Sponsoring Member's account provided such stoppage in play and request for a credit is made at the Golf Shop on that same day of play. If inclement weather causes the Guest to stop between holes five (5) and thirteen (13), fifty (50%) percent of the fees will be credited to the Sponsoring Member's account.

Card Room Guests

1. A Sponsoring Member may not sponsor more than three (3) Guests to the Men's Card Area on the same day.
2. No Sponsoring Member(s) may sponsor the same guest to the Men's Card Area more than three (3) time per week.
3. Guest Fee \$15 per visit In Season and Off Season during the Daytime (defined as 9 a.m. through 4 p.m.) is applicable to both Men's and Ladies' Card Room.
4. A Sponsoring Member must sign-in all Guests utilizing either the Men's or the Ladies' Card Areas prior to card play. A Sponsoring Member who fails to sign-in their Guest(s) will be fined \$25 for the first violation, \$50 for the second violation, and subject to a grievance for the third and subsequent

violations.

Ladies' Card Room Guests

A Sponsoring Member:

In Season

1. May not sponsor Guests on Monday or Wednesday.
2. May not sponsor the same Guest more than once per week.
3. May not sponsor the same Guest more than two (2) times per month, regardless of which Member sponsors the Guest, during the daytime.
4. May have unlimited Guests for night-time play with no limitations on how many times the same Guest can play in the evening.

Off Season

1. May not sponsor more than four (4) Guests during the daytime.
2. May not sponsor the same Guest more than once per week, regardless of which Member sponsors the Guest, during the daytime.
3. May have unlimited Guests for night-time play with no limitations on how many times the same Guest can play in the evening.

Tennis Guests

1. A Sponsoring Member who owns a Tennis, Sports or Full (Golf) Equity Membership may invite a Day or House Guest to use the Tennis facilities upon payment of all applicable fees.
2. A Tennis, Sports or Full (Golf) Equity Member may have one complimentary Guest on Mondays.
3. Guests are allowed access, unless restricted during peak periods by the Director of Tennis.
4. Invitational Team Tennis Members (ITTM) are permitted to play at no additional charge if they are practicing with a Member teammate and for matches and team clinics. ITTM's are not permitted to bring Guests.

V. GOLF

1. GENERAL GOLF RULES

- a. Members shall be responsible for their own actions as well as those of their Guests, including the obligation of all such parties to adhere to the Club Documents including but not limited to dress codes, footwear restrictions and golf course restrictions.
- b. Only a Club Golfer may use the Golf Facilities.
- c. Whenever using the Golf Facilities, the Rules of Golf of the United States Golf Association ("U.S.G.A.") together with the Rules of Etiquette as adopted by the U.S.G.A. shall govern such use, except when these rules are in conflict with the specific golf or etiquette rules adopted by the Club as its "local" Rules, in which case the "local" Rules shall govern.
- d. In order to assure safety and the proper maintenance of the Golf Course, activities such as fishing, biking, jogging, recreational walking, roller skating, skateboarding, walking of pets, recreational soccer, football and similar activities are not permitted on the Golf Facilities, the cart paths or any adjacent waterways.
- e. Practicing golf shall take place exclusively on the Golf Practice Areas and not on the Golf Course unless a Club Golfer is accompanied by the Director of Golf or Club Golf Professional Staff.
- f. Club Golfers shall observe all rules of play and golf etiquette so as to help maintain the Golf Course Facilities in the best possible condition, including but not limited to: Pace of Play of 4 hours or less; filling divots with sand (other than on the tees as this is the responsibility of the golf course maintenance staff); properly repairing ball marks on the greens; raking bunkers; delaying play by searching for balls; entering and leaving bunkers at their lowest points; not driving on the fairways on par 3's; not parking near the greens unless the member has been given handicap access by the Director of Golf or Head Professional (30ft from greens); adhering to the current cart path rules in effect on a particular day; observing all course directional signs; picking up tees on the teeing grounds; and not using any practice balls on the Golf Course.

2. REGISTRATION, STARTING TIMES AND RULES OF PLAY

- a. Club Golfers desiring to play golf on the Golf Course must first register for a tee time by calling, using the online tee time system or from within the Golf Shop. Guests desiring to play golf or use the Golf Practice Areas must first check in with the Golf Shop staff.
- b. When requesting a tee time, the Club Golfer making such request shall provide the names of all persons scheduled to play.
- c. The Golf Staff may limit the number of golf starting times that can be requested or reserved by a Club Golfer at any one time.
- d. The earliest date upon which a Full (Golf) Member may request a starting time is fifteen (15) days in advance. Requests made fifteen (15) days in advance must be made no earlier than 4:00 P.M. By way of example, a starting time for the twentieth (20th) day of the month may be requested no earlier than 4:00 P.M. on the fifth (5th) day of that month.
- e. The earliest date upon which a Sports Member or Annual Member who is a Club Golfer may request a starting time is eight (8) days in advance. Requests made eight (8) days in advance must be made no earlier than 4:00 P.M. By way of example, a starting time for the twentieth (20th) day of

the month may be requested no earlier than 4:00 P.M. on the twelfth (12th) day of that month.

- f. The reservation of starting times for tournament play must be approved in advance by the Director of Golf.
- g. A group having more than one (1) Guest on a Friday through Sunday or on any holiday may not request a tee time on any such days which is earlier than 10:30 A.M.
- h. The Club reserves the right to preclude Golf Members from reserving tee times on certain days or partial days in order to accommodate the Club's plans for a private golf outing or similar event.
- i. Club Golfers shall start play either at hole #1 or hole #10, as directed by the Golf Staff, including Golf Staff designated or serving as the Starter or Ranger.
- j. Club Golfers shall report to their starting tees at least ten (10) minutes in advance of their starting times. Failure to report on time may result in the cancellation of that starting time and having to begin play at a time which is at the discretion of the Starter.
- k. The Director of Golf may charge a Golfer a cancellation fee, which may be the equivalent of a cart fee and tax, for failure to show up for a starting time or for failure to cancel a starting time at least twenty-four (24) hours in advance, where such failure to show up or cancel occurs on more than one occasion and without sufficient cause.
- l. New Members must meet with the Director of Golf prior to their initial round. The new member will be registered by the Golf Shop staff for an official orientation with the Director of Golf or his/her designee.
- m. The play of foursomes shall have priority over the play of singles, twosomes and threesomes. Smaller groups should not expect to play through foursomes.
- n. Singles, twosomes and threesomes may be paired and/or may be instructed to share carts, when, at the discretion of the Director of Golf or Golf Staff, conditions call for such pairing or cartsharing.
- o. During the Winter season (November 1 through April 30), on any Saturday, Sunday, Holiday and any other day at the discretion of the Director of Golf, twosomes will be paired by the golf staff at the time making the tee time reservation if the tee time requested is before 10:30 AM. During the Summer season (May 1 through October 31) mandatory pairing of twosomes before 10:30 AM on Saturdays, Sundays and Holidays is at the discretion of the Director of Golf.
- p. The play by groups of five or more players as a "foursome" must be approved in advance by the Head Professional or Director of Golf.
- q. Club Golfers shall observe "Course Closed" or "Hole Closed" or "No Smoking in all practice areas and golf cart staging area" signs and all other signage.
- r. Each Club Golfer must use his or her own set of golf clubs or rental golf clubs.

3. PACE OF PLAY STANDARDS

- a. All Club Golfers are responsible to play "ready golf" and maintain pace of play standards established by the Club. The current maximum standard for pace of play is the completion of a round of golf in not more than four (4) hours. Club Golfers who, in the opinion of the Director of Golf, are unable to consistently maintain an adequate pace of play, may be refused starting times during peak Golf Course usage hours.

- b. Slower Club Golfers should allow other Club Golfers who request same to play through when they have fallen behind the pace of play of the Golfers ahead of them or to skip ahead to the next hole where the hole in front of them is not in use.
- c. The Golf Staff will be responsible for monitoring the pace of play. In those instances where the Golf Staff may have reason to believe that certain Club Golfers are failing to maintain an adequate pace of play or allowing a group to play through when this should have been allowed, the following steps may be taken:

GOLF STAFF'S FIRST REQUEST TO SPEED UP PLAY – The Player Assistants will notify the Golfers of the need for them to improve their pace of play. The Player Assistants will then monitor the group out of position.

GOLF STAFF'S SECOND REQUEST TO SPEED UP PLAY – The Player Assistants will request that the Golfers pick up their balls and move ahead to the proper position in the field of play. (i.e., skip a hole). During tournament play, groups that are advised to skip a hole may be disqualified for slow play determined by the Head Professional or Director of Golf.

A Golf Staff member may, at any time, require that a trailing group or groups be permitted to play through.

4. **GOLF ETIQUETTE**

- a. Club Golfers must always be in accordance with the Rules of Golf, apply proper golf and course etiquette and other training provided by the Professional Golf Staff.

5. **HANDICAPS**

- a. Member's golf handicaps are under the supervision of the Handicap Committee by use of a Florida State Golf Association approved handicap tracking system and the Director of Golf in accordance with current U.S.G.A. guidelines, each of whom shall have the right to adjust handicaps if they determine there has been a violation of that system, all in accordance with the By-Laws.
- b. Full (Golf) Members, Annual Golf Members and Sports Members (within the limits of the number of times they are permitted to play Golf), with a current U.S.G.A. handicap may participate in Club tournaments. Verifiable U.S.G.A. Handicaps are required for all Club events. All handicaps submitted may be reviewed by the Handicap Committee, and if deemed appropriate, handicaps may be modified.
- c. After each round of golf, Club Golfers must enter their score in the handicap computer located in the Golf Shop, the GHIN app, or GHIN.com website. Failure to post a score may result in the Handicap Committee posting a score equal to the lowest score of the Golfer's last twenty rounds or some more punitive score as determined by the Handicap Committee.

6. JUNIOR GOLFERS

- a. All Club Golfers under sixteen (16) years of age shall be considered Junior Golfers.
- b. To drive a golf cart on Club property, the golfer must be at least sixteen (16) years of age and have a valid government issued driver's license.
- c. Junior Golfers fifteen (15) years of age or older that do not have a valid driver's license may request to drive a golf cart on the golf course and around the practice areas subject to the approval of the General Manager and the Director of Golf.
- d. Junior Golfers under the age of sixteen (16) must be accompanied by an adult while playing or practicing golf unless they either are participating in a Club-sponsored tournament or have successfully completed a "Golf Development Course" administered by the Director of Golf and continue to conduct themselves in a manner consistent with the teachings of such course.
- e. All Junior Golfers may be required to complete a Golf Development Course if, in the opinion of the Director of Golf, they have not demonstrated enough knowledge of the Rules of Golf or Rules of Etiquette.
- f. Junior Golfers that do not have a driver's license are permitted to play golf while walking on the golf course. They are permitted to use carry bags or push/pull carts that must be approved by the Director of Golf after 2:30 PM and off-season at a time to be determined by the Director of Golf or his/her designee.

7. GOLF CARTS

- a. Any Club Golfer requesting the use of Club-owned or Club-provided golf cart must first register with the Golf Shop for permission to use such golf cart.
- b. Club-owned or Club-provided golf carts may only be used to play golf or practice on the Golf Course Facilities, and only when such facilities are open for use.
- c. The Club may require that all golf carts remain on cart paths only or that any traffic off the cart paths is to be restricted through the implementation of a "90-degree" policy, to facilitate the growing of the golf course turf and/or based on course and weather conditions. "90-Degree" rule is in effect until stated otherwise. Golfers will be informed of this policy prior to beginning play.
- d. Golf carts must remain on golf cart paths at all times on Par 3 holes.
- e. Each operator of a golf cart must have a valid government issued driver's license.
- f. Unless authorized as hereinafter provided, only two (2) riders and two (2) sets of golf clubs are permitted per golf cart while being used in conjunction with the playing of golf. Only golf carts configured to seat a maximum of two (2) people are permitted on the Golf Course. The Golf Staff may authorize a golf cart operator to ride with up to two (2) children in a golf cart.
- g. When parked on a golf cart path, all four (4) tires of the golf cart must be on the golf cart path.
- h. Except when driven on golf cart paths, golf carts should not be driven within thirty (30) feet of a green, a tee, or any greenside bunker.
- i. Golf carts should not be driven in any hazard.

- j. Care should be taken to avoid soft areas on fairways, especially after rain. Instead, in such conditions, golf carts should be driven on the cart paths whenever possible.
- k. Privately-owned golf carts may be used on the Golf Course and Golf Practice Areas provided the golf cart has been registered by the Member thereof and such cart has been approved by the Club in accordance with the requirements set forth in these Rules.
- l. The Club may deny approving a privately-owned golf cart for use on the Golf Course and Golf Practice Areas if such golf cart: does not meet the design criteria set forth in these Rules; is more than five (5) years old when acquired; is not equipped with working headlights and horn; is not an E-Z Go or Club Car; or if, in the opinion of the Director of Golf, is not in good working order. Custom built or designer golf carts will not be approved. The five (5) year limitation may be waived when considering the registration and approval of a privately-owned golf cart if that golf cart had previously been approved by the Club, provided the golf cart meets all other Club standards in effect at the time of such registration.
- m. All privately-owned golf carts shall comply with the following aesthetic design criteria: the body must be white or light beige; the seat must be light beige or some other subtle earth tone. Any other color or design regarding seats or cart additions (other than that which is standard) must have prior approval from the Director of Golf. Any member's previously registered carts with a current club decal will be grandfathered.
- n. The Club has no responsibility to provide for the storage, service/maintenance or repair of privately-owned golf carts.
- o. The maintenance of privately-owned golf carts must be upheld at all times. Any cart that is not properly maintained can be restricted for access to the golf course at the discretion of the Director of Golf.
- p. Members with privately-owned golf carts must provide the Club on or before January 1 of each year with a certificate of insurance for a minimum of \$300,000 per person/per incident of personal liability coverage with an insurance company satisfactory to the Club naming the Club and the HOA as additional named insureds. The insurance must expressly extend coverage to golf cart operation, with all drivers holding a current driver's license. The limit of \$100,000/\$300,000 does satisfy the requirement if there is an umbrella policy in excess of such amounts.
- q. The Club shall issue a decal to all properly registered and approved privately-owned golf carts. Prior to issuing the decal, all carts must be inspected each year by the Director of Golf or his/her designee to be sure it still conforms to the Club's standards and is in good working order. The decal should be prominently displayed on the front of the golf cart. Privately-owned golf carts without a valid decal will not be allowed access to the Golf Course or Golf Practice Areas.
- r. When a privately-owned golf cart is no longer used in the private golf cart program at the Club, all trail fee decals must be removed.
- s. Pedestrians always have the right of way with respect to the use of golf carts.
- t. No more than two (2) golf carts may be used per group, unless additional special circumstances exist that maybe approved by the Director of Golf.

8. MEDICAL FLAG

- a. Golfers with a disability which restricts their mobility may request that their golf cart be designated as a “Medical Flag” golf cart. Such designated golf carts may be parked no closer than thirty (30) feet from any green and must be parked on the cart path side of the green.
- b. Golfers who desire “Medical Flag” golf cart privileges must request approval in advance from the Director of Golf. In determining whether to approve such request, and whether such approval shall thereafter remain in effect, the applicant must provide a current written statement from their licensed health care provider or proof of a current motor vehicle disability card or some other proof satisfactory to the Director of Golf.
- c. Golfers who are approved for the use of a “Medical Flag” golf cart shall prominently display a flag provided by the Club on their golf cart to evidence such designation. A “Medical Flag” golf cart shall:
 1. Not be driven or parked any nearer than thirty (30) feet from any green or greenside bunker except for par 3 holes where all carts must remain on the cart path.
 2. Not be driven between a green and greenside bunker.
 3. When play has been restricted to “Cart Path Only,” all carts, including those with medical flags, must always remain on the cart paths with all four (4) wheels on the cart path.
 4. Observe “no carts” and all other signage. Golfers not adhering to the above restrictions may have their “Medical Flag” status revoked by the Director of Golf or General Manager.
 5. Observe “no carts” signs and all other signage unless “no carts” signs are further than thirty (30) feet, in which case medical flag carts that are driven past “no carts” sign must return to the cart path by driving back and around “no carts” sign.

9. CELL PHONE

- a. Cell phones should be placed on silent/vibrate mode while on the Golf Course. Cell phone use is not permitted in the Golf Shop or at the practice facilities. If a call is necessary, please be sure you are not disturbing other golfers or slowing up play.

10. SMOKING

- a. Smoking and vaping are not permitted in the golf cart staging area or practice facilities.

11. VIOLATION OF GOLF RULES

- a. Violation of the golf rules may result in suspension of all golf privileges including the use of the practice facilities, by the Director of Golf. The Director of Golf may refer the matter to the Grievance Committee which may result in suspension from all Club activities and Club facilities.
- b. Penalties
 1. The first offense will result in a warning by the Director of Golf with a mandatory informational meeting with a Golf Professional that must take place before the golfer gains access to play golf or use the practice facilities.
 2. The second offense will result in a two (2) week suspension by the Director of Golf from all Golf activities and facilities including the Practice facility.
 3. The third offense will result in a Grievance.

VI. TENNIS

1. RESERVATIONS

- a. Court reservations may be made up to seven (7) days in advance through the Tennis Shop or online. Club Tennis Players are restricted to one reservation in advance per day. Court reservations shall be held for no more than ten (10) minutes past the scheduled start time, at which time the court can be released for play.
- b. A Club Tennis Player can sign up to play for up to one (1) hour for singles or one and one-half (1½) hours for doubles. The Director of Tennis may restrict sign-up for singles play during certain peak periods.
- c. Open tennis, round robins, social tennis events, Club tournaments and group clinics will be offered from time-to-time, at the direction of the Director of Tennis. Unless otherwise designated (as to level of play, gender, age, etc.), such events will be offered to all Club Tennis Players, on a sign-up basis priority in the Tennis Shop or online. The Director of Tennis will be the final determinant of stipulated eligibility for those events where level of play or age is a determinant for eligibility or participation. Club Tennis Players not signed up at least twenty-four (24) hours before the scheduled commencement of such event may not be eligible to participate in such event.
- d. Tennis courts are restricted to tennis related activities only. All players, including guests, must register in the Tennis Shop, when it is open, before starting to play. If you are unable to keep your appointed court time, please notify the Tennis Shop at least twenty-four (24) hours in advance.
- e. Once a Member is off the court, the Club Tennis Player may sign up for the next available court time.
- f. Tennis lesson reservations may be made at any time provided the requested Tennis Professional is available.
- g. Cancellation of lessons must be made twenty-four (24) hours in advance; otherwise, the member is subject to the charge of the lesson that was booked.
- h. All CLUB TENNIS PLAYERS MUST REGISTER IN THE TENNIS SHOP BEFORE STARTING PLAY. If you are unable to keep your appointed court time, please notify the Tennis Shop at least 24 hours in advance.

2. ATTIRE

- a. Proper Tennis attire, as determined by the professional staff, is always required, which will include any tennis apparel accepted by major tournaments.
- b. Colors are permitted; however, cut-offs, Bermuda shorts, swimsuits, sports bras and ball panties by themselves, slacks, denim, and men's tank tops are not permitted.
- c. Regulation tennis shoes are required.

3. SAFETY AND COURTESY

- a. Access and use of the Tennis Courts and facilities shall always be subject to the control of the professional staff, who shall determine the suitability of the tennis courts for play. Courts may be closed as determined by the Director of Tennis, for maintenance or when dictated by safety considerations or adverse weather conditions.
- b. Members must leave the tennis courts when the ThorGuard Lightning Prediction System becomes active and move to a safe location. Only when the system sounds the "all clear" signal (currently

one 15 second horn blast), may players resume play.

- c. Proper tennis etiquette shall always be observed. Excessive noise, racquet throwing, or profanity will not be permitted. The use of cellular phones and other electronic communication devices is to be restricted to emergencies only.

4. MISCELLANEOUS

- a. Hand towels are available for the convenience of players. They may be obtained from the Tennis Shop or designated areas and must be returned to the proper receptacle after play.
- b. The ball machine is available for a rental fee by contacting the Tennis Shop or reserving online up to forty-eight (48) hours in advance.
- c. The professional staff is authorized to implement temporary rules as may be necessary, including during peak periods of play, tournaments, and special events. Scheduled Club events have court priority.
- d. Only Mizner Tennis Teaching Professionals are to provide tennis lessons to Club Users. Members are prohibited from bringing outside professionals for instructional purposes. The General Manager, or designee, may from time to time further restrict or accommodate additional guest usage of the courts.

VII. DINING ROOM AND CLUB ACTIVITIES

1. FOOD AND BEVERAGE MINIMUMS

- a. The current annual food and beverage minimum policies are attached hereto as Schedule 4.

2. DINING ROOM AND EVENT RESERVATIONS

- a. Members are asked to assist in maintaining quality service levels for regular dining by making or canceling reservations before 2:00 PM. on the day before the date of the reservation. On *a la carte* nights, Members are asked to make or cancel reservations for a party of eight (8) or more with a seventy-two (72) hours' notice. Tables will be assigned on a first reserved, first choice basis by the Food and Beverage Staff. Reservations for special tables will not be accepted. Members with reservations must be seated when requested by the Food and Beverage Staff or the reservation will be relinquished. Reservations for dining will be held for fifteen (15) minutes after the reserved time, thereafter the reservation will be relinquished, and a new reservation time will be assigned by the Food and Beverage Staff.
- b. Reservations for Club sponsored social events, including seating assignments when applicable, may be made by Members no more than six (6) weeks prior to the date of an event, on a "first to come-first to be served" basis. Reservations which include one or more Guests, however, may not be made more than two (2) weeks prior to the date of an event. If an event is fully reserved, a waiting list will be maintained. Those parties on the waiting list which do not include Guests will be given priority over those parties on a waiting list which do include Guests. A surcharge may be imposed for each Guest for Club- sponsored social events in an amount to be determined by the General Manager.
- c. The failure to cancel a Club-sponsored social event reservation will result in a per person cancellation fee equal to one hundred (100%) percent of the event fee. The failure to cancel a reservation at least forty-eight (48) hours in advance will result in a per person cancellation fee equal to fifty percent (50%) percent of the social event fee. The failure to cancel a reservation at least seventy-two (72) hours in advance to a major Club social event, such as the Season Kick-off event, New Year's Eve, Summer Kick-off, or Major Holiday and Seafood events, however, will result in a per person cancellation fee equal to one hundred (100%) percent of the event fee. The General Manager may impose a cancellation fee of one hundred (100%) percent of the social event fee to Members where such failure to cancel occurs on more than one occasion and without sufficient cause. Notwithstanding the foregoing, all "no show" fees shall be determined by Club management from time to time.
- d. The General Manager shall have the authority to designate certain nights as "Member Only" or limit the number of Guests permitted at an event.
- e. Wine corkage fees shall be determined by Club management from time to time, other than for members of the Club's "wine society".

3. CATERED EVENTS

- a. Reservations for Catered Events shall be made at least three (3) weeks in advance. A non-refundable deposit may be required for a banquet reservation.
- b. Members who sponsor Catered Events shall be responsible for any damages incurred in conjunction with the function. Members are also responsible for the installation and removal of all-party décor.
- c. No vendors or entertainers will be permitted on Club property without permission of the General Manager. All vendors are required to provide insurance coverage naming Mizner Country Club, Inc. as an additional insured.

VIII. Children

1. CHILDREN UNDER TWELVE (12) YEARS OF AGE MUST BE SUPERVISED BY AN ADULT WHILE AT ALL CLUB FACILITIES. This includes, but is not limited to, the One Mile Bar and Grille, Craft and the Main Dining Room, except on Friday nights when children under sixteen (16) years of age must be accompanied by an adult eighteen (18) years of age or older in the Main Dining Room.
2. Children under eighteen (18) years of age are not permitted to be seated at any bar.
3. Children under fifteen (15) years of age are not permitted in the men's and women's locker rooms unless supervised by an adult.
4. Children under thirteen (13) years of age are not permitted to use the Fitness Area unless supervised by a member of the Fitness Staff or otherwise certified by the Fitness Staff.
5. Children under eighteen (18) years of age are not permitted to play cards in the Card Rooms or elsewhere on the Club Facilities.
6. Children under eighteen (18) years of age shall not be permitted to enter or remain in or upon any Club Facilities before or after the prescribed Hours of Operation.
7. Children under sixteen (16) years of age may not use the spa facilities at any time. Spa guests sixteen to seventeen (16-17) years of age are permitted in the spa only when receiving spa treatments. Spa guests sixteen to seventeen (16-17) years of age must have permission from their parent or guardian and a consent form submitted.
8. Children must be at least six (6) months of age for childcare services at Kids Central.
9. Children must be toilet trained to use the Mizner Kids Facility.
10. In the Children's Splash Zone area of the pool, no adults are permitted other than if supervising children, and all children twelve (12) years of age and under require adult supervision.

IX. LOCKER ROOMS

1. The men's locker room is reserved for the use of men and the women's locker room is reserved for the use of women.
2. Lockers are provided for rental on an annual first-come-first-served basis. Rental fees shall be payable in advance on November 1st of each year at the fee established by the Club. No refunds on locker rentals will be made.
3. The Club is not responsible for any articles placed in the lockers or left in the lockerrooms.
4. Clothing or other personal affects left out in locker rooms overnight will be collected and put in a storage room and if not reclaimed within thirty (30) days may be disposed of by the General Manager.
5. Members shall strive to keep the locker rooms clean and orderly.

X. CARD ROOMS

1. The Men's Card Room is reserved for use by men and the Ladies' Card Room is reserved for use by women, unless authorized by the General Manager.
2. Card tables may not be reserved.
3. No gambling activities which are in violation of Florida law shall be conducted.
4. Food Service is permitted in the Men's Card Room only with the approval of Club management.
5. The Men's and Ladies' Card Areas are the only designated card and mahjong playing areas at the Club. The General Manager may designate other areas of the Club for card and mahjong playing from time-to- time.
6. Automatic card shufflers must be used in the kitchen area.
7. All electronic devices must be silenced.

XI. POOL AREA RULES

1. Club Users use of the pool is at their own risk.
2. No diving permitted in any of the pools.
3. Children not toilet trained must wear a swim diaper or other containment suit.
4. Glass or animals, other than registered service animals, are not permitted in the pool areas.
5. Food or beverages are not permitted in the pool or on the pool wet deck.
6. Use of the pool must not interfere with lap swimmers. This includes standing or playing in a designated lap lane.
7. Pool furniture must be covered with a towel.
8. Reserving chairs for persons absent from the pool area is not permitted.
9. Hard sports balls, horse playing, or other noisy activities are not permitted in the pool area.
10. Soft flotation devices and small pool toys are permitted in the pool area, if you are not disturbing other Club Users' enjoyment of the pool.
11. The use of the pool is prohibited if you are ill or suffer from skin disorders or open wounds.
12. Club Users using the pool area must properly dispose of trash and return towels when exiting the pool area.
13. A fee for pool towels will be charged to Members who do not return their towels.
14. Maximum water temperature for the hot tub is 104 degrees F.
15. Pool hours of operation are 6:00 a.m. to sundown.

XII. FITNESS CENTER RULES

1. Fitness facilities are for the use of Mizner Country Club members and their guests. House Guests are required to present a valid guest card to be presented upon arrival.
2. All Club Users are required to check in prior to each use of the facilities.
3. Club Users may not bring in their own Personal Trainer, Physical Therapist or coach. Should a disabled member, as determined pursuant to the Americans with Disabilities Act (ADA), have needs that are not able to be met by the staff available in the Fitness Center, the Member shall request an exception to this policy to the General Manager.
4. All Club Users must be properly attired, including always wearing a shirt. Cut-offs, jeans and swimwear are not permitted. In addition, for reasons of safety: shoes without non-skid soles, open toed shoes and shoes without a heel cup are also not permitted in the Fitness Center.
5. It is the responsibility of each Club User to obtain instruction from a fitness instructor on how to use the equipment prior to using such equipment. Equipment is only to be used in accordance with such instructions.
6. There will be a (30) minute limit on fitness equipment usage if other users are waiting.
7. Clothing and personal possessions may be stored in the men's or ladies' locker rooms or the cubbies provided in the Fitness Center. The Club is not responsible for items left in lockers or cubbies.
8. Horseplay, profanity, disruptive conduct and indiscreet behavior are prohibited as determined at the sole discretion of management.
9. The audio on all electronic devices should be maintained at a level so as not to disturb other users as determined at the sole discretion of management.
10. Equipment should be wiped down by the user upon completion of exercise.
11. Do not leave cups or trash on equipment.
12. Towels are available for the convenience of those who are exercising in any part of the Fitness Center and must be returned before leaving. A fee for hand towels and bath towels will be charged to Club Users who do not return their towels.
13. The group fitness room and group aerobics studio may not be used by those not participating in a class when classes are in session.
14. The group cycle studio may be used by members and their guests when no class is in session upon registering with the attendant on duty.
15. The Pilates studio may only be used by Members and their guests under the instruction of a certified Pilates instructor provided by the Club.
16. No shoes or sneakers are allowed in the Pilates Studio. Members and their guests must wear Pilates socks.
17. As a courtesy to other members and staff, please notify us of any cancellations or change of appointments (Personal training or Private Pilates) at least 12 hours in advance, or the full-service charge will be applied.

XIII. SPA RULES AND REGULATIONS

1. For the enjoyment of spa guests, voice levels must be kept low.
2. Cell phone and cameras are not allowed in the Spa.
3. Spa robes are provided for spa services. When unsure of proper clothing expectations for a treatment, please inquire with the desk attendant.
4. Spa facilities are for the use of Mizner Country Club members and their guests. A valid membership or guest card is required to be presented upon request.

a. Service Charges

We are dedicated to making each visit with us an exceptional experience. An 18% gratuity will be added to all spa services. Offers of cash or any type of gratuity to any employee or contractors of the Club for services rendered are prohibited. Any employee accepting a tip or gratuity will be subject to disciplinary action. Notwithstanding the foregoing, cash gratuities for spa services are permitted.

b. Health/Pregnancy

Persons with heart conditions, high blood pressure, heat sensitivity or those who are pregnant may not be allowed to receive select spa treatments. Pregnancy: If you are in your first trimester, we are unable to offer massage treatments, reflexology, or any type of foot massage. If you are in your second or third trimester, you can receive any of our spa treatments.

c. Spa Reservations

All Spa treatments must be booked through the Fitness desk attendant or through the Mizner Club mobile App.

d. Release of Liability for Spa Treatments

All Spa professionals are licensed by the State of Florida. Prior to the receipt of any spa treatment, a member and his or her guests will be required to sign a release of liability form agreeing to hold the Club and Directors, employees, representatives and agents harmless from any and all injuries sustained from use of the Spa.

e. Arriving for your Treatment

Please arrive 15 minutes before your scheduled time. This will allow you to get checked in with ample time to enjoy the quiet rooms before your treatment.

f. Cancellation Policy

As a courtesy to other members and staff, please notify us of any cancellations or charge of appointments at least 24 hours in advance, or the full-service charge will be applied.

g. Day Lockers

Members are permitted to store personal items in the day lockers as part of their treatment. Day lockers must be emptied out every night. The Club is not responsible for items left in lockers.

XIV. Kids Central Rules and Regulations

1. All parents are required to sign a Registration form, a Waiver of Liability and an Authorization form.
2. Parents must confirm with a Mizner Kids Attendant if someone else other than the child's parents will be picking up the child.
3. No property of Mizner Country Club is to be removed from the premises. Club Members and guests are financially responsible for loss or damage to property.
4. All members and guests are required to adhere to the Rules and Regulations of the Club. The General Manager or his/her designee has the authority to restrict or suspend privileges for any and all violations of the rules and regulations.
5. Food and drinks are not permitted around any electronics at Kids Zone.
6. In order to maintain a safe and enjoyable environment for all children present, violent, inappropriate or disruptive behavior will not be tolerated. This includes, but is not limited to hitting, biting, throwing of objects, bullying of any kind, disturbing others and/or inappropriate language. If children violate these rules, the responsible member will be contacted immediately to remove the child from Kids Zone.
7. We are a limited drop off care facility, which allows members to use Mizner Kids for temporary care of their children/grandchildren/guests' children. Due to space constraints, we ask that members refrain from staying in the facility with their children. After check-in, we encourage members to immediately begin using one of the Club's amenities. Time allotted begins when your child enters Mizner Kids.
8. Members' children, grandchildren, or guests may use our facility while members and their guests utilize one of the Club's amenities, such as golf, tennis, fitness, dining, pool, or other services. Legal and insurance requirements dictate that members must remain on Club property while their children/grandchildren/guests are cared for at Mizner Kids. Private homes are not considered Club property.
9. All games, toys, CDs, DVDs, etc. are the property of Mizner Country Club and are not to be removed from the premises. Club Members or guests are responsible for loss or damage to property and shall be held financially responsible for the cost of repair or replacement.
10. Members, children, and their guests are required to adhere to the Rules and Regulations at all times. The General Manager or a designated representative has the right to restrict or suspend privileges for violating these rules.
11. The Club is not responsible for any personal property left or damaged on premises.
12. The Toddler Room is under 24-hour video surveillance.
13. Children must be toilet trained to use the Mizner Kids Facility.

Members

We provide two hours of complimentary childcare service per child. Each additional hour will be charged in accordance with the fee schedule (available upon request).

Grandchildren and Guest of Members

Member's account will be charged for all grandchildren and guests of members in accordance with the fee schedule (available upon request).

Friday and Saturday Night Babysitting

Available at a charge in accordance with the fee schedule (available upon request).

Illness Policy

If a child shows the following signs of illness, parents may not bring the child to Mizner Kids. If these symptoms become apparent while a child is in the facility, parents will be contacted to remove the child immediately:

1. A fever over 99.0F
2. Vomiting/Stomach flu
3. Diarrhea
4. Any type of rash, bumps, or red spots
5. Green, yellow, or brown discharge from the nose, mouth, or eyes
6. Periods of uncontrollable coughing with or without congestion

Parents are asked to keep their child at home until these symptoms are no longer present.

Please remember that these policies are set in place to maintain a safe and healthy environment for all the children, families, and staff of Mizner Kids.

XV. Arcade Lounge

1. All parents are required to sign a Registration form, a Waiver of Liability and an Authorization form before a child can use the arcade.
2. Children ages 11 and under must be accompanied by a parent, guardian, or a person 12 years and up, to use the Arcade Lounge with the exception of the hours designated for Middle School- aged Kids and up.
3. No property of Mizner Country Club is to be removed from the premises. Club Members and guests are financially responsible for loss or damage to property.
4. The General Manager or his/her designee has the authority to restrict or suspend privileges for any and all violations of the rules and regulations.
5. The Club is not responsible for any personal property loss or damage.
6. Food and drinks are not permitted in the Arcade Lounge.
7. In order to maintain a safe and enjoyable environment for all members and Guests present, violent, inappropriate or disruptive behavior will not be tolerated. This includes, but is not limited to hitting, biting, throwing of objects, bullying of any kind, disturbing others and/or inappropriate language. If children violate these rules, the responsible member will be contacted immediately to remove the child from the Arcade Lounge.
8. The use of the equipment in the Arcade Lounge is at the user's own risk.

XVI. STAFF RELATED MATTERS

1. No Club User shall request any member of the Staff to perform any services for them at the Club Facilities other than those services for which they have been employed to perform on their behalf by the Club, or at their Residences, unless approved in advance by the General Manager.
2. No Club User shall attempt to engage in a personal relationship with a Club employee.
3. Club Users shall not bring or invite any current or former Club employee or independent contractor to the Club, whether as a Guest or otherwise, without the prior approval of the General Manager.
4. The Club Staff and independent contractors retained by the Club, are to be treated with respect and are not to be treated in an abusive manner. All employees of the Club are under the supervision of the General Manager. No Club User shall reprimand or discipline any Club employee or independent contractor retained by the Club. Any Club User who believes an employee or independent contractor retained by the Club has not rendered courteous and prompt service should report that event to the General Manager immediately. All such reports will be given prompt attention. A Grievance will be filed against the member if their behavior warrants it.

XVII. LOSS OR DESTRUCTION OF PROPERTY; INSTANCES OF PERSONAL INJURY

1. The Club shall not be responsible for any claim of damages resulting from the loss or damage to a Club User's personal property.
2. No Club property shall be removed or relocated in any Club Facilities by a User (other than the temporary relocation of tables or seating in the card room or dining rooms with the assistance of Staff when necessary).
3. A Club User may be held responsible by the Club for any loss or damage to person or property occurring on the Club Facilities in the event and to the extent that the Club, in its reasonable judgment, determines that such loss or damage was attributable in whole or in part to the wilful or negligent acts or omissions of such Club User and/or his or her invitees. In the event of such determination, after no less than thirty (30) days' notice to the Club User, the damages attributable to the Club User and/or his or her invitees may be charged to the Club User's Club account whereupon it shall be immediately due and payable and the Club User charged same shall indemnify and hold harmless the Club and its directors, officers, employees and agents from any claims made against them in connection with such wilful or negligent act or omission.
4. All Club Users and all other persons who, in any manner, make use of any Club Facilities or any golf, tennis, swimming pool, fitness or other equipment or improvements offered by the Club, or who engage in any event or activity offered by the Club, either on or off the Club Facilities, shall do so at their own risk. Such persons hereby release and forever discharge the Club and its directors, officers, employees and agents from any and all claims and demands whatsoever arising from or in connection with such use or participation, including any claims both in law and in equity.

SCHEDULE 1
HOURS OF OPERATION
CLUBHOUSE

**Note: For a current list of
all hours of operation at
the Club, please see the
Club's website.**

SCHEDULE 2

DRESS CODE POLICIES

1. GENERAL

All Club Users shall dress in a fashion befitting the surroundings and atmosphere of the Club and shall adhere to all applicable Dress Code Policies*. Sponsoring Members are responsible for informing their Guest(s) of the Dress Code Policies prior to their arrival at the Club Facilities as they will not be permitted to access the Club Facilities if they are not dressed in accordance with the Dress Code Policies. Dress Code Policies are published on the Club's website and are available at the Club's administrative offices and are set forth below:

A. CLUB COMMON AREAS AND CARD ROOMS

Unacceptable Attire

General

Clothing and headwear with offensive language or offensive graphics, clothes with holes that are inappropriately revealing, undergarment clothes alone, work-out outfits, midriff bearing tops, swimwear and cover-ups, sleeveless (men's) shirts, bike shorts, visibly sweaty and unsightly workout clothes or being shoeless, or medical scrubs.

Golf shoes with removable spikes in the upstairs Clubhouse to include the stairwell.

Men

Tank tops for men and headwear. Un-tucked wrinkled golf shirts, beach flip-flops, sliders, open toed shoes or sandals in the Dining Room and informal tee-shirts with graphics or images in the evenings.

Women

Revealing shirts, shorts or skirts for women, and beach flip flops or sliders in the evenings.

B. MAIN DINING ROOM (Note: Club management can make changes in dress code for particular events)

Lunch Service

Unacceptable Attire:

- Clothes with holes that are inappropriately revealing
- T-shirts with offensive graphic designs
- Men- tank tops and hats
- Women- short shorts
- Bike shorts
- Clothes that are visibly sweaty and unsightly
- Medical scrubs
- Swimwear and cover-ups
- Golf shoes with spikes

Dinner Service

Unacceptable Attire:

- Cut-off clothing with frayed ends and/or holes
- T-shirts
- Men- sleeveless tank tops, hats, shorts, sandals, flip flops and slides
- Women- short shorts
- Bike shorts
- Clothes that are visibly sweaty and unsightly
- Medical scrubs
- Swimwear and cover-ups
- Golf shoes with spikes

C. ONE MILE BAR & GRILLE

Lunch Service

Unacceptable Attire:

- Cut-off clothing and denim with frayed ends and/or holes
- T-shirts
- Men- tank tops, hats
- Women- short shorts
- Bike shorts
- Clothes that are visibly sweaty and unsightly
- Medical scrubs
- Swimwear and cover-ups

Dinner Service

Unacceptable Attire:

- Clothes with holes that are inappropriately revealing
- T-shirts with offensive graphic designs
- Men- tank tops, hats, shorts, sandals, flip flops and slides
- Women- short shorts
- Bike shorts
- Clothes that are visibly sweaty and unsightly
- Medical scrubs
- Swimwear and cover-ups
- Golf shoes with spikes

**Sports apparel will be permitted from time-to-time during televised sporting events, as determined by the General Manager. Special events, the Dress Code will be specified. Teens are required to adhere to the dress code stated above. On Sunday nights the Main Dining Room dress code for Lunch Service applies.*

D. CRAFT BAR & GRILL

Lunch Service

Unacceptable Attire:

- Clothes with holes that are inappropriately revealing
- T-shirts with offensive graphic designs
- Men- tank tops (outdoor dining seating excluded)
- Women – short shorts that are revealing
- Clothes that are visibly sweaty and unsightly in the dining area
- Medical scrubs
- Wet swimwear (outdoor dining seating excluded)

Dinner Service

Unacceptable Attire:

- Clothes with holes that are inappropriately revealing
- T-shirts with offensive graphic designs
- Men- tank tops, hats, sandals, flip flops and slides (Note: Men's shorts are permitted)
- Women- short shorts that are revealing
- Bike shorts
- Clothes that are visibly sweaty and unsightly
- Medical scrubs
- Swimwear and cover-ups
- Golf shoes with spikes

E. GOLF

Unacceptable Attire:

General

Tee shirts, clothing and headwear with offensive language or offensive graphics, tank tops, fishnet tops, athletic shirts/shorts/sweats, torn, frayed or cut-off clothing, undergarment clothes alone, midriff bearing tops, swimwear and cover-ups, jeans, cargo pants or cargo shorts, footwear other than rubber spike golf shoes and rubber sole shoes.

Men

Headwear worn without the bill in front and shirts that are not tucked in.

Women

Sports bras, halter tops and revealing shirts, shorts or skirts.

F. TENNIS

Unacceptable Attire:

General

Clothing and headwear with offensive language or offensive graphics, tank tops, fishnet tops, torn, frayed or cut-off clothing, undergarment clothes alone, midriff bearing tops, swimwear and cover-ups, jeans, cargo pants, footwear other than athletic footwear.

Women

Sports bras and ball shorts alone and revealing shirts, shorts or skirts.

G. FITNESS/GROUP EXERCISE

Unacceptable Attire:

General

Clothing and headwear with offensive language or offensive graphics, fishnet tops, cut-off clothing, clothes with holes, undergarment clothes alone, midriff bearing tops, swimwear and cover-ups, jeans, cargo pants and footwear other than athletic footwear under the discretion of the Director of Fitness.

Women

Sports bras alone and revealing shirts, shorts or skirts.

H. SWIMMING POOL

Unacceptable Attire:

General

Clothing and headwear with offensive language or offensive graphics, cut-off clothing, clothes with holes, undergarment clothes alone and jeans.

Women's

Thongs and a lack of appropriate cover-up as determined by the Fitness Director or his/her designee.

I. MIZNER KIDS

Unacceptable Attire:

General

Clothing and headwear with offensive language or offensive graphics, cut-off clothing, clothes with holes, undergarment clothes alone, wet swimwear, swimwear without appropriate cover-up, bare feet.

SCHEDULE 3

SCHEDULE OF FEES

A. ANNUAL FEES

- Golf Trail Fee
Unlimited Cart Usage
Mandatory for Full (Golf) Equity Members \$1,500
Mandatory for Sports Equity Members \$750
Annual (Golf) Members As determined yearly.
- Golf Bag Storage- Annual Optional
Full (Golf) Equity and Sports Equity Members \$140
Annual (Golf) Members \$200
- Private Locker- Annual Optional \$160
- Handicap Fee - Annual Optional \$25
- Employee Holiday Fund Optional \$175
- Hole-in-One Club \$105

B. HOUSE GUEST FEES

- Weekly Fee Per Family \$50

This fee does not apply to children ages 10 and under. Fitness guest fees and tennis guest fees will be waived for House Guests.

C. GUEST FEES PER USE

- Golf- Combined Green and Cart Fees
Season (November - April)
Regular Guest 18-hole \$95
9-hole \$65
Family Guest* 18-hole \$65
9-hole \$45
Off-Season (May - October)
Regular Guest 18-hole \$55
Family Guest* 18-hole \$55
9-hole \$45
Reciprocal Member \$55
Reciprocal Guest \$85

** Family Guest considered Member's parents, children, and grandchildren.*

- Men's and Ladies' Card Room Guest Fee (Daytime) \$15
- **Tennis Guest Fee** \$15
- **Fitness Guest Fee**
- Daily* \$15
- Weekly* \$25
- Group Class \$15

** The daily and weekly guest passes do not include classes.*

D. MISCELLANEOUS FEES AND CHARGES

- Golf Lessons
- Private 1 Hour \$100
- Private ½ Hour \$50
- Mizner Kids
- Members*:
- First (1st) Child \$12 per hour
- 2 or more children \$20 per hour

**The first two hours are complimentary for Members, with a maximum of four (4) hours per child.
Guest/Grandchild*:*

- First (1st) Child \$14 per hour
- 2 or more children \$24 per hour

**The first two hours are not complimentary for Guests/Grandchildren, with a maximum of four (4) hours per child.*

Friday/Saturday Night Babysitting*:

- Member \$12 per hour
- Guest/Grandchild \$14 per hour

**Friday/Saturday Night Babysitting is by reservation only.*

- **Tennis Lessons**
- Director of Tennis
- Private 1 Hour \$80
- Private ½ Hour \$45
- Semiprivate 1 Hour \$45 per player
- 3 and a Pro 1 Hour \$32 per player
- 3 and a Pro 1 ½ Hours \$48 per player
- 4 and a Pro 1 Hour \$27 per player
- 4 and a Pro 1 ½ Hours \$40.50 per player

Assistant Tennis Pro

Private 1 Hour	\$70	
Private ½ Hour	\$40	
Semiprivate 1 Hour	\$40	per player
3 and a Pro 1 Hour	\$27	per player
3 and a Pro 1 ½ Hours	\$40.50	per player
4 and a Pro 1 Hour	\$22.50	per player
4 and a Pro 1 ½ Hours	\$33.75	per player

Open Clinics

1 Hour	\$18	per player
1 ½ Hours	\$27	per player

Junior Clinics - Afterschool Program (Aug thru May)

Pee Wees (ages 4-6)	\$14	per class
Rookies (ages 7-10)	\$18	per class
Advanced Rookies (ages 7-10)	\$27	per class
Advanced Juniors (ages 11+)	\$27	per class

Ball Machine 1 Hour

\$10

Stringing Service Fee

\$10 per racquet

- **Personal Fitness Training – All Personal Trainers**

1 Hour	\$85
¾ Hour	\$65
½ Hour	\$45
Tandem 1 Hour	Varies
Tandem ¾ Hour	Varies
Tandem ½ Hour	Varies

- **Personal Pilates Training**

Pilates - Hour	\$85
Pilates - ¾ Hour	\$65
Pilates - ½ Hour	\$45
Tandem Pilates - 1 Hour	Varies

- **Group Classes**

Pilates Reformer (4 max)	\$20
Barre	\$15
Specialty (i.e., Kickboxing, etc.)	\$15

Cancellation Fee (No show and late cancellation included) \$15 (\$25 for Spin and Pilates)

**A cancellation fee will be charged if not notified 24 in advance.*

- **Massage**

Massage - 80 Minutes

Swedish \$125

Hot Stone \$135

Massage - 50 Minutes

Swedish \$85

Hot Stone \$95

- **Swim**

Swimming Lesson - 25 Minutes \$45

Duet Swim Lesson - 55 minutes \$85 per person

- **Other Services**

Recovery Training - 25 minutes \$25

Body Composition Analysis - 25 minutes \$40

SCHEDULE 4

ANNUAL FOOD AND BEVERAGE MINIMUM POLICY

The annual Food and Beverage Minimum (“Minimum”) of \$2,000 for Equity Members and \$1,000 for Single and Annual Members must be spent within each fiscal year period, November 1st through October 31st. If a Member fails to spend all or part of the Minimum by October 31st, the Member is charged the amount of the unspent Minimum and may not carry-over the Minimum to the next fiscal year period.

The following purchases apply towards reducing the Minimum:

- Liquor, beer, and wine by the glass
- Bottles of wine, sparkling wine, and Champagne while on Club premises or for home use.
- Lunch and dinner food
- Non-alcoholic beverages
- Club events with no extensive entertainment

The following purchases do not apply towards reducing the Minimum:

- Food and beverage events during the holidays
- Member-Guest events
- Mizner To-Go orders for over six (6) entrees
- Catered Functions

Leased Homes

A Tenant’s food and beverage purchases that apply to the Minimum, shall apply to the Member’s Minimum. At the end of the fiscal year, it is the Member’s responsibility to pay for the unspent Minimum. If a Member owns two homes, said Member is responsible for the Minimum on each home. If a Member owns two homes and is renting one of the homes, and the tenant spends less than the Minimum, while the Member spends in excess of the Minimum on the home he/she resides, the Member may apply the amount spent in excess of the Minimum to the shortage of Minimum spent on the rented home and vice versa.