

Houston Lake Country Club

Rules and Regulations (amended 10/1/24)

- Rules and Regulations:** The Member agrees to abide by all Rules and Regulations of the Club which may be amended from time to time by the Club's Management and published to the Members.
- Monthly Dues:** The Member shall pay all monthly membership dues (unless signed under a corporate account) and all other expenses charged by the Member and/or by the Member's authorized guests prior to the 25th of each month in which the Member has received a bill from the Club. If any amount remains due thereafter, it shall be considered past-due and a late fee shall apply each month. The Club does not require any food and beverage minimums. Membership dues may be amended from time to time as determined by the Club's management or ownership. Dues for the Member's first month will be prorated if applicable. Monthly statements are sent out on approximately the 25th of each month and are due on or before the 10th of the following month. Membership dues are billed a month in advance and all other charges are billed in arrears. The Member and the Member's spouse shall be jointly and severally liable for the Member's dues and other charges owed to the Club.
- Term of Membership:** All memberships require a 12 month commitment before downgrading or canceling the membership. All memberships will renew automatically on a month to month basis unless the Member provides notice to the Club via written notice of their desire to terminate the membership at least 30 days prior to the end of the current term. If a billing period falls within those 30 days, the member is still responsible for dues incurred. In the event the Member prematurely breaks the Agreement, the Club is authorized to make a one-time charge to the Member's credit card (unless other payment arrangements are made) for all outstanding dues and fees, plus any remaining dues and fees which the Member would owe for the remaining term of the Membership.
- Disputed Charges:** All charges applied to the Member's account will be considered correct, unless the Club receives a written objection within 15 days of the statement date. Copies of the statement and supporting documentation should be delivered to the Club and the disputed charges should be indicated. All disputes initiated after the allowed time frame period will be considered final and non-refundable.
- Delinquent Accounts:** The Member is encouraged to keep a credit card on file for payment of any account or past due balances. Upon request, the Member shall provide an updated credit card. Any amount owed by a Member more than 30 days after issuance of the monthly statement may be charged to the Member's credit card on file. The Member's club activity and social privileges may be suspended for any Member whose account is more than 90 days delinquent and the privileges will remain suspended until the balance is paid-in-full.
- Harassment of Club Employees:** The Member acknowledges that members, guests, vendors, and all others who come upon Club property are prohibited from harassing or engaging in unprofessional conduct towards Club employees. This includes harassment of a sexual nature such as engaging in unwelcome touching, pranks, teasing, sharing risqué jokes and stories, showing sexually indecent pictures or drawings, using foul or demeaning language or body gestures, or making unwelcome advances, flirtations, or requests for dates. Members are required to treat Club staff with respect and dignity at all times. Any confirmed violation of this rule will result in immediate Membership termination.

7. **Alcohol:** The Member acknowledges that the Club is a licensed facility to sell alcohol. Members are not permitted to bring outside alcohol onto Club property. Members agree to not allow guests under the age of 21 years to consume alcohol on Club property. Members should consume alcohol responsibly at all times. Club Management reserves the right to refuse alcohol service at their sole discretion.
8. **Golf Carts:** The Member acknowledges that use of a golf cart can be dangerous. The Member agrees to drive the golf cart in a responsible and safe manner based on the weather and course conditions. The Member will not allow persons under the age of 16 years or unfamiliar with the operation and proper use of the golf cart to operate a golf cart at the Club. Furthermore, use of the golf carts while under the influence of alcohol and/or drugs is also prohibited. The Member agrees to pay for any damage to a golf cart or Club property while under the control of the Member or Member's guest. The Member agrees to release, indemnify, and hold the Club entirely harmless for any and all injuries and/or damages related to the Member's use of the golf carts. Private golf carts are not permitted for use on the golf course at any time, but may be driven to and from Club property. If a Member wishes to drive a private golf cart to and from the Club, the Member must have a signed Release of Liability form on file with Club Administration. Without exception, all private golf carts must be parked in designated parking areas at all times.
9. **Marketing:** By providing the Member's address, e-mail address, phone numbers, and other contact information, the Member agrees that the Club may utilize the contact information to contact the Member to provide notice of Club events, services, and offerings. The Member may revoke this consent at any time by contacting the Club in writing.
10. **Use of Likeness and Statements:** The Member hereby acknowledges and consents to the Club using photographs and/or video taken of the Member, the Member's family and others at the Club, and statements made by the Member at the Club, for publication by the Club without any prior approval. The Member may revoke this consent at any time by contacting the Club in writing.
11. **Release of Liability:** The Member acknowledges the use of the Club's facilities (golf, pool, etc.) may be hazardous, and may result in illness, injury to self, others, or property, and even possibly death. As a condition of using the Club's facilities, the Member agrees to assume the risks associated with use of the Club's facilities (i.e. being hit by a golf ball, being struck by lightning, or being injured at the pool, etc.). Therefore, the Member agrees to indemnify, hold harmless, and assumes full responsibility for any risk of injury or damage to Member, Member's family members, or Member's guests, in or about the Club premises and does hereby and forever release and discharge the Club, its owners, employees, and agents from any and all claims, demands, damages, rights or causes of action, present and future, whether the same are known or unknown, anticipated or unanticipated, resulting from or arising out of the Member's and the Member's family and Member's guests use, or intended use of the Club's facilities, equipment and programs.
12. **Damage:** The costs of repair for any damage to Club property by a Member, a Member's family, or Member's guests shall be the responsibility of the Member.
13. **Entire Agreement/Waiver:** These Club Rules and Regulations contain the entire understanding between the parties hereto with respect to the subject matter of these Club Rules and Regulations and supersedes any prior understandings, agreements, or representations, written or oral, relating to the subject matter of these Club Rules and Regulations. No waiver, express or implied, by either party of any right or any breach by the other party shall constitute a waiver of any other right or breach by the other party.
14. **Enforcement:** If any civil action is commenced by any party to enforce or as a result of or in connection with these Club Rules and Regulations, including the collection of dues and other obligations owed to the Club, then the prevailing party shall be entitled to recover from the non-prevailing party all of the actual costs, expenses, and fees incurred by the prevailing party in connection with the civil action, including reasonable attorneys' and consultants' fees and costs. The right to post-judgment costs and attorney's fees incurred to enforce a judgment shall not be merged into any award or judgment; and, the party enforcing the judgment may

collect from the judgment debtor all costs and attorneys' fees incurred in enforcing the judgment.

15. **Applicable Law:** These Club Rules and Regulations shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of these Club Rules and Regulations shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Club Rules and Regulations shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Club Rules and Regulations.
16. **Venue and Jurisdiction:** The Member agrees that any controversy, dispute, or claim arising out of or relating to these Club Rules and Regulations shall be resolved in the Superior Court of Houston County. Member and the Club consent to venue and jurisdiction in said court. Furthermore, Member and the Club irrevocably waive the right to a trial by jury regarding any and all matters relating to these Club Policies, including but not limited to: Member's account, Member's indebtedness, the products and services provided by the Club to Member, and all other related matters.
17. **Dresscode:** It is expected that Members and Member's guests will choose to dress in a fashion benefitting the surroundings and atmosphere provided in the setting of the Club and will advise their guests accordingly. Management reserves the right to make changes to the dress code from time to time. Exceptions may also be for certain special events. Proper attire is mandatory on the golf course, driving range, practice area, and clubhouse area. Please refer to the published dress code.