

# BEAVER CREEK COUNTRY CLUB

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## RULES AND REGULATIONS – YEAR 2011

**It is the intent of the management at Beaver Creek Country Club to limit these Rules and Regulations to the minimum required for the mutual enjoyment of the Club Facilities by all its members, immediate family members and their guests. The obligation of enforcing these Rules and Regulations for the good of all members is placed primarily in the hands of our Staff, whose principal responsibility is to assure members of all the courtesies, comforts and services to which members of this Club are entitled. It is the duty of the membership of the Club to know these Rules and Regulations and to cooperate in their enforcement.**

*“Club”, as used in the foregoing, refers to Beaver Creek Country Club and “Member” refers to a Member of Beaver Creek Country Club.*

1. The attached sheet shows Fees and Dues for the various Categories and Types of Membership available. Initiation Fees and Annual Pool Fees are not pro-ratable. Initiation Fee is not refundable, but may be paid over a 12-month period.
2. Golf members pay monthly, quarterly, semi-annual or annual Membership Dues and Fees that they select to make up the type of Membership that meets their needs. New Members pay a one-time Initiation Fee and corresponding Dues and Fees for the Membership that they select.
3. A prospective Member making application to join Beaver Creek Country Club, as a Golf Member, must complete an application accompanied by the Initiation Fee, as noted, and the first month's Membership dues. This holds true regardless of which month the Membership starts.
4. A prospective Member making application to join, as a Pool Member, must complete an application accompanied by the Initiation Fee and the Annual Pool Fee.
5. Family Memberships include the Member, spouse and minor children. Minors are defined as children who have not reached their 25th birthday as of January 1st of the Dues year.
6. Single Memberships are for adults, 37 and over, and provide Membership privileges for the Member only. Young Adult Memberships are available for adults between the ages of 19 and 36, are not included on an existing Family Membership, and are similar in membership privileges of Single Memberships. Youth Memberships are available for anyone 18 years of age or younger, and are similar in membership privileges of Single Memberships.
7. Full Golf Memberships provide Member use of the Golf Course at all reasonable times without payment of Greens Fees. Restricted or Associate members must pay a reduced greens fee each play and have some time restrictions on available play.
8. Pool Memberships provide Member use of the Pool at all reasonable times during the Season (Memorial Day through Labor Day) without payment of Pool Admission Fees.
9. Absentee Memberships provide for maintenance of Golf and Pool Memberships by present Members during an absence from the area of one or more calendar years, or a documented medical condition which would prohibit play and use of the facilities for an extended period of time. Such Members are maintained on an Inactive Roster, have no Active-Member privileges, but do not pay an Initiation Fee when reactivating their Memberships. Charges are available upon request and are not pro-ratable.
10. Members shall have the privilege of inviting guests to the Club with certain restrictions. Golf Members may invite guests for Golf. Golf Members and Pool Members may invite Guests to the Pool. Members shall be responsible for registering their Guests and shall further be personally responsible for their proper conduct and for an indebtedness incurred by them in the use of the Club's facilities. Guest Fees shall be as posted in the Golf Shop and at the Pool.
11. Locker Rental Fees provide use of Half Lockers or Full Lockers in the Golf Locker Rooms and Pool Locker Rooms respectively. They are rented by calendar year, when available, and are subject to periodic inspection by Management. Golf Clubs may not be stored in Lockers.
12. Minor Members of a current Family Membership, after having passed the cutoff-date of paragraph 5, may apply for continuation of their Membership without payment of applicable Initiation Fee within the 12 months of the cutoff-date. Acceptance will be subject to Membership restrictions existing at the time of application and to the Membership upgrading procedures noted hereafter.

13. Members in good standing are automatically continued on the Membership Roster from year to year in the same membership Category and Type that they held the previous year. They are billed accordingly and are obligated on a quarterly basis for the following year's Dues and Fees unless they do one or more of the following: a) Advise the Club in writing if they want to add or cancel a Membership privilege by the 15th of the calendar quarter beyond which they want present Membership status to change; b) Write a letter resigning from the Club to be received by the 15th of the last month of the calendar quarter which they want Membership to end. A Member who drops out of the Club without presenting a timely written resignation that is accepted, shall be automatically obligated to pay all charges that accumulate up to the time that he/she is expelled. Non-use of the Club's facilities shall not be a valid excuse for non-payment of Dues and Fees and does not relieve those Members who do not follow the above procedures from their obligations. A Member who drops out without having presented a timely written and accepted resignation shall be denied the privileges of the Club as Guest or Competitor until his/her obligations have been met. A Member is considered to be in "good standing" when his/her obligations to the Club have been met and when the best interests of the Club will be served by his/her continued Membership in the Club. However, should the best interests of the Club not be served by the annual renewal of any person's Membership, then such renewal shall not be made and that person shall be notified accordingly.
14. Any advance from one Category or type of Membership to another, and aside from increased Dues or Fees, will require the payment of the difference in Initiation Fee existing between the two Memberships at the time of the change. Memberships may be upgraded at any time, but preferably at year end, upon request by the 15th of the month preceding the month of effectivity. Downgrading of Membership by Category or Type, including resignation, can only be accommodated at the end of each calendar quarter upon notification by the 15th of the last month of the calendar quarter preceding effectivity, to assure that Membership changes are handled accurately, requests for same must be made in writing.
15. The Dues period for Full Membership extends from January 1st to December 31st. Dues are billed monthly, twelve months of the year, and are due on the first day of each calendar month. Dues and Fees, however, by Member choice, may be paid quarterly on the 1st of each calendar quarter, semi-annually on January 1st and July 1st of each calendar year, or annually by January 31st of each calendar year. Yearly Fees for Pool Membership are due in full by April 1st, or may be paid in three equal installments, April 1st, May 1st and June 1st.
16. Bills are due on the 1st day of the month in which payment is scheduled or billed. Bills are payable not later than the 25th of the month in which they are due. If a Member fails to pay Dues, Fees of other indebtedness, as noted, the Member is subject to the following: 30 days past due or second billing - name posted automatically in the Clubhouse after the 25th of the second billing month... 60 days past due or third billing - automatic suspension and loss of all Club privileges after the 25th of the third billing month... 90 days past due or fourth billing - automatic expulsion after the 25th of the fourth billing month. The unpaid account of an expelled Member will be placed for collection as a bad debt. **A finance charge of one and a half percent (1.5%) per month will be accessed on all accounts not paid by the 25<sup>th</sup> of each month, along with a late payment charge of \$15.00.** Non-payment of finance charges will be treated as a delinquent account.
17. Proper attire is required at all times. No tank tops or cutoffs, no denim. Shirts must have collars.
18. Any Membership in Beaver Creek Country Club does not make the Member financially responsible for any obligations of the Club. Likewise, said Membership does not confer upon said Member any right, ownership, or interest whatsoever in any property or appurtenances of the Club. The Club reserves the right to withdraw the privilege of Membership from any Member who violates the rules, regulations or restrictions of the Club and Membership, or whose Membership renewal would not be in the best interests of the Club. The right is reserved to change the dues, Fees, Rules, Regulations or Charges upon reasonable notice. Where pertinent, the foregoing paragraphs shall be contractually binding upon Members holding the various Categories and Type's of Membership noted.
19. All food and non-alcoholic beverages consumed on the Club Facilities shall be furnished by the Club, unless otherwise permitted by Club Management. Outside catering is only permitted with the prior approval of Club Management. **ALL ALCOHOLIC BEVERAGES consumed on the Club Facilities must be furnished by the Club.**
20. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. Any employee not rendering courteous and prompt service should be reported to the Club Manager or Club Management. Members must not request special personal services from the employees of the Club.
21. Members and their guests are not allowed in the Kitchen or other service areas of the Club.
22. A membership may be suspended or terminated by the Club if, in the sole judgment of the Club, the member:
  - a) submitted false information on the Application for Membership;
  - b) permits the unauthorized use of a member's account;
  - c) exhibits unsatisfactory behavior, deportment or appearance;
  - d) fails to pay dues, fees, charges or any other amount owed to the Club in a proper and timely manner;
  - e) fails to abide by the Rules and Regulations established for use of the Club Facilities;
  - f) engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the Club or its members;
  - g) treats the personnel or employees of the Club in an unreasonable or abusive manner.

A member shall be notified of any proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why the member should not be disciplined in accordance with these rules, provided the member makes a written request to the Club Management within 7 days of being delivered the notice of disciplinary action. While the complaint is being considered, the member shall enjoy all membership privileges the member was entitled prior to the complaint.