



RULES & REGULATIONS

All members of the Mixson Club, regardless of their classification, are required to abide by these Rules and Regulations as amended by The Mixson Club from time to time.

The Club is not an equity club and members have no ownership, proprietary or beneficial interest in, or right to control, the Club facilities. Members hold only a license to use designated Club facilities in common with such other persons as The Mixson Club may authorize from time to time.

All memberships are subject to application and approval by Club and payment of applicable membership dues and fees as the Club may establish from time to time.

GENERAL RULES AND POLICIES

- A. The Mixson Club shall be open Monday through Sunday. The Club is authorized to alter regular hours when circumstances dictate.
- B. In no event shall the Club or any Member discriminate against any individual because of the individual's race, religion, gender, national origin, age, handicap, marital status, or any other immutable characteristic in any context or format.
- C. No property or furniture belonging to The Mixson Club shall be moved from the room in which it has been placed or removed from the premises without the approval of the Club Manager.
- D. Membership privileges are limited to the Member and his/her spouse/partner and his/her children.
- E. All children under the age of 12 must be accompanied by a parent, legal guardian or caregiver. The minimum age of a caregiver is 14 years old.
- F. The Mixson Club is not responsible for lost articles or valuables.
- G. No entertainment, music, food or beverage shall be brought into The Mixson Club without the approval of the Club Manager.
- H. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.
- I. No glass or breakable containers are allowed within the pool area at any time.
- J. Pets are not allowed inside the pool area at any time.
- K. In order to comply with building restrictions, the entire Mixson Club facility has been designated as smoke-free.
- L. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.
- M. Members are not permitted to use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.
- N. The personnel of the Club shall have full authority to enforce these Rules and Regulations, and any infraction should be

reported to the management of the Club.

O. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All employees of the Club are under the supervision of the Club Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club facilities for any reason.

P. Members and their guests may not abuse, harass, or mistreat any other Club members or guests, verbally or otherwise.

DRESS CODE

A. Members are required to wear shirts and shoes when eating in the indoor restaurant and using the Club facility.

B. Children who are not toilet trained must wear swim diapers.

GUESTS OF MEMBERS

A. Use of the pool and other facilities at The Mixson Club is reserved exclusively for Members, their dependents, and guests. Guests will be admitted to the pool only when accompanied by a Member, registering at the Club's office and paying the appropriate guest fee.

B. While the Mixson Club is intended primarily for use by its paid Membership, many Members may wish to share the Club experience with family and friends who are not Members. While the current policy does not limit the number of times an individual or family may be invited as guests, the policy was not intended to result in Members who bring the same non-Members to the pool on a regular basis. The initiation and annual fees paid by all Members come with certain privileges that should rightfully be reserved as an expectation of Membership. As stewards of The Mixson Club, all Members should be mindful of the spirit in which the party and guest policies were drafted and help to preserve their integrity. If current policies are ignored or abused, more restrictive policies will be considered.

C. If a Member is bringing more than ten guests to the pool at The Mixson Club, the Member is required to book and pay as a party. The pool is primarily for Members and their families. An open-ended guest policy would result in overcrowding and a dangerous pool situation.

ALCOHOL POLICY

Alcohol service to all individuals shall be consistently applied to maintain proper decorum and compliance with the law. Policies have been established in a desire to benefit Members, their guests, and staff, and to bring into focus their respective responsibilities. Therefore, in response to current laws relating to driving while under the influence of alcohol, the following policies shall govern all service of alcoholic beverages:

A. Alcoholic beverages shall not be served, sold to, or consumed on the premises by any person under the age of 21 years. Identification cards will be requested of anyone ordering alcohol.

B. No alcoholic beverages shall be served to anyone (Member, dependent, or guest) who appears to be intoxicated.

C. The Mixson Club management shall be responsible, through appropriate means, for instructing bartenders, waiters and waitresses in making an initial determination of excessive alcohol consumption by any individual. When such a determination has been made, the staff person shall communicate with the manager on duty, who will, if possible, personally observe the individual concerned. The Club Manager or manager on duty shall then make the decision to cease service to such person. Management shall have discretion to require intoxicated individuals to leave the premises, and if noncompliant, management may seek assistance from police to escort intoxicated individuals off the premises.

D. Each Member is responsible for his/her dependents and guests. Each Member is encouraged to comply with the spirit of these policies by assisting in their implementation insofar as fellow Members are concerned. Members shall not reprimand or abuse Club

staff under circumstances when their judgment indicates alcohol service to an individual should cease.

E. Disciplinary action growing out of violation of the Mixson Club's policy on alcohol service shall be at the discretion of the management.

PRIVATE FUNCTIONS

Members may reserve a private event space for dining, meetings or other approved functions, subject to the following rules:

A. A function or special event must be booked through the Club Manager in the name of the The Mixson Club Member who shall be responsible for the conduct of the guests and the payment for the function.

B. When planning special functions, Members must provide a minimum of 72) hours' notice. Occasionally, The Mixson Club may be able to accommodate small parties with less notification, but in order to ensure that adequate personnel will be available , 72 hours advanced planning is required.

C. Rental fees for Mixson Club equipment are listed in the banquet agreement. If equipment is reserved and not canceled with 72 hours' notice, the party will be charged for the rental of equipment. A guaranteed number of attendees is required no less than 72 hours prior to the scheduled time of the function. The Member must agree to pay for 100% of that guaranteed number and for 100% attending.

D. Parties in excess of 12 people may require a set menu.

E. Private functions that conflict with regularly scheduled Mixson Club activities shall require two week advance approval in order that sufficient notice is given to the Membership.

F. Subject to availability, Non-Members may rent a private event space for dining, meetings or approved functions with the sponsorship of a Member.

MEMBER DUES AND CHARGES

A. Members' dues will be billed on a monthly basis unless otherwise determined by the Club.

B. Members have the option of having dues, fees and other charges billed to their credit or debit card on file with the Club, or billed directly to their club account. Such charges will be billed on a monthly basis and members will receive a written statement of their charges. All members agree to pay directly to the Club any amounts not paid by the credit or debit card company within ten days of receipt of written notice from the Club.

C. All merchandise and services of the Club charged to the member's club account will be billed monthly and each member's club account shall be due and payable upon receipt of the monthly statement.

D. Club accounts shall be deemed delinquent if payment is not received by the 25th day of each month. Past due bills will be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue 30 days from the date of the monthly statement until the account is paid in full. Members having past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.

E. If a member fails to pay any club account within 30 days of when it is first billed, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 90 days from the date a club account is first billed or repeated incidents of delinquency by a member may result in termination of membership in the Club. At its discretion, the club may require a member to enroll in a monthly automatic payment program via a registered and valid credit card kept on file in the club's accounting office.

F. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.

G. If the Club account of any member is delinquent, the Club may, at its option, take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

H. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Club. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.

RESIGNATION OF MEMBERSHIP

A member may resign membership in the Club by providing a written and signed notice of intent to resign. This written notice must be received by the Club Manager at least 60 days prior to the effective date of resignation. A resigning member will be responsible for all monthly dues, purchases made via their house account, and all other fees associated with their membership and their use of the Club for the 60 days prior to the effective resignation date. A member's resigned membership will not be officially terminated or closed until their membership account is paid in full. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account.

POLICY OF NON-DISCRIMINATION

Mixson Club does not discriminate against prospective members on the basis of race, creed, color, sex, religion, or national origin. However, membership is by invitation only. A prospective member must not have been convicted of a crime of moral turpitude, must be credit-worthy, and should be of good character and standing within the community.

GOOD STANDING AND DISCIPLINE

A Member or authorized user shall cease to be in "good standing" upon the occurrence of any of the following:

- A. Failure to pay to the Club any fees, monthly club dues or other charges, or any installment thereof, on or before the due date;
- B. Resignation or other termination of the membership by which the member or authorized user was entitled to use the Club facilities;
- C. Violation of these Rules and Regulations;
- D. Conviction of a felony or of any crime involving moral turpitude, or a determination by the Club that the person was convicted of a felony or such a crime prior to issuance of such person's membership and failed to disclose such conviction prior to approval by Club;
- E. Commission of any act which the Club determines to be detrimental to or likely to endanger the welfare, safety, harmony or good reputation of The Mixson Club or any member or authorized user;
- F. Verbally berating or admonishing a club employee in a degrading, abusive, rude, or malicious manner; or
- G. Sending, forwarding, or replying to derogatory, malicious, rude, slanderous, or abusive emails to or from Club members, employees, or guests.
- H. Posting, forwarding, or replying to derogatory, malicious, rude, or slanderous social media posts.

If the Club determines that any member or other authorized user is no longer in good standing, the Club at its sole discretion may impose such sanctions as it deems appropriate. Such sanctions may include, but need not be limited to, monetary fines, reprimand, temporary suspension of membership privileges, or expulsion and termination of membership. Any temporary suspension of membership privileges shall be for such period as the Club deems appropriate. A suspended member or authorized user shall remain fully liable for all monthly club fee, fees and other charges accruing during any period of suspension.

A person whose use privileges are suspended or terminated pursuant to this Section shall not be entitled to use the Club facilities as the guest of another member or otherwise.