

The Beach Club

House Rules

(Revised January 2024)



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THE BEACH CLUB

House Rules

Section 1. Mission Statement. The Beach Club is dedicated to providing an inviting beach and social experience for its members. It is a family oriented private club which attracts members who seek a congenial and relaxed environment, where appreciation and respect for the Club's traditions, the beach, its membership, its staff, and associated activities are paramount.

Section 2. House Rules. The House Rules govern conduct among members, staff, and guests. Although they are not comprehensive and do not provide for every imaginable situation, the House Rules do assume that everyone acts with the highest consideration for others when visiting the Club. The Board of Directors may also adopt policies governing access to and use of the Club from time to time, which may be published electronically, and which shall be deemed to be additional House Rules while in effect. The following are the House Rules duly adopted by the Board of Directors.

Section 3. Admissions to Club Facilities. Upon entering the Club, all members and holders of Guest Cards are required to register their own names and those of their guests at the front desk.

Section 4. Use of Club Facilities.

- a. The facilities and services of the Club are to be used for social and recreational purposes only and, except in connection with an authorized private event, are not to be used by anyone in the furtherance of a trade, business, or profession.
- b. The facilities and services of the Club are for the exclusive use and enjoyment of the members of the Club, their family members, their social guests, and any others who have been approved to use the Club by the Board of Directors.

Section 5. Dues, Fees, Suspension for Delinquency, and Other Charges.

- a. All charges, fees or other indebtedness may be incurred only by a member or family member. Charges must be paid from the personal funds of the member or family member, or a non-business account of a duly appointed legal representative. In making such payment, except in connection with payments as the sponsor of a private event, the member shall be deemed to certify that:
 1. None of the charges, fees or other indebtedness was incurred in the furtherance of a trade, business, or profession.
 2. Such member has not been and will not be reimbursed for any part thereof in the furtherance of a trade, business, or profession.
- b. Dues payments are not deductible as ordinary and necessary business expenses for federal or state income tax purposes, nor are they deductible as charitable donations.
- c. Past Due Policy. It is expected that all members will keep their accounts current. If an account becomes 60-days past due from the date of the invoice, a finance charge of 1.5% of the outstanding balance will be assessed to the delinquent account. Each

additional month that a Member's account remains past due will incur an additional 1.5% finance charge not to exceed 12% per year.

- d. Financial Delinquency Suspension. As set forth in Article II, Section 12.3 of the Club's Bylaws, Members may be suspended for financial delinquency. Upon the Member's account's becoming delinquent as defined in the Bylaws and in these House Rules, the General Manager shall send a letter concerning the deadline for payment and notify the member of the time frame for possible suspension.
 1. A Regular Member may be suspended for financial delinquency when any amount owed reaches 120 days past due, when an account carries a 60-day past-due balance three times in a 12-month period, or when the 60-day past-due balance exceeds \$5,000.
 2. An Associate Member may be suspended when any amount owed reaches 90 days past due or when the 60-day past-due balance exceeds 50% of the balance in his or her Associate Trust Account or \$3,500, whichever is lower.
 3. A Junior Member may be suspended when any amount owed reaches 90-days past due or when the 60-day past-due balance exceeds \$1,000.
- e. Suspension and Reinstatement. Once suspended, the following conditions for reinstatement shall apply:
 1. The suspension will remain in effect until the Member's account is current. An account is considered current when the Member's monthly statement shows no balance in the thirty-day past-due column.
 2. The account balance must be brought current within twelve months of the account becoming delinquent.
 3. At a minimum, one-twelfth of the outstanding balance must be paid each month, until such time as the outstanding balance is paid in full.
 4. Monthly dues during the period of suspension must be paid each month.
 5. Any finance charge, equipment fee, locker fee or other recurring fees owed or incurred during the suspension must be paid each month.
 6. Any one-time fees or assessments incurred during the period of suspension, if applicable, must be paid in the month following the month in which such fee or assessment is charged or otherwise in accordance with a payment schedule authorized by the Club for Members in general.
 7. The total of these charges must be paid by 3:00 PM on the 25th day of the month when due as set forth above.
 8. The monthly amount may be paid with cash, certified check, personal check, or other methods permitted by the Club. If a payment method is subsequently rejected or reversed, it will be considered non-payment.

9. Members may only be suspended for financial delinquency and follow the twelve-month repayment plan once in a five-year period. If a Member fails to meet all of the conditions for re-instatement outlined herein, or if a Member is suspended for financial delinquency a second time in five years, the Board may within its discretion take action to expel the Member as provided for in Article II, Section 12.4 of the Club's Bylaws .
 10. The accounting staff is not authorized to waive finance charges or to extend a payment plan. Any requests to waive finance charges or to extend a payment plan must be submitted for approval by the General Manager or the Board of Directors.
- f. Financial Hardship. Realizing Members may face challenging financial situations from time to time, this provision is designed to help those members during those times. Once during a twelve-month period, a Member may propose a three-month payment plan by sending written details of the proposed plan to the accounting staff with a copy to the General Manager. The Member must request the payment plan before any amount goes 60 days past due. The payments may be proposed in a manner comfortable for the Member so long as the total amount due is paid by the last day of the third month. Once the payment plan is approved by the General Manager, the accounting staff will notify the Member of the details and due dates of the payments. It is within the General Manager's discretion to determine whether charging privileges will be permitted during the life of the payment plan. If the payment plan is met, no finance charges will be applied and there will be no suspension of Club usage privileges. If the payment schedule is not met, finance charges retroactive to the dates when they would have been originally applied and any other remedies as prescribed in the Bylaws for delinquent accounts may be instituted.
 - g. If a Member and spouse are separated, upon request, the Club shall provide as an accommodation, separate statements of account to the member and spouse for all charges, fees, dues, and other indebtedness incurred at the Club.

Section 6. Guest Policy.

- a. Guests are not permitted to use Club facilities unless personally accompanied by a member or when in possession of a valid Guest Card.
- b. Members may bring their unmarried children who are under the age of 28 and their grandchildren who are 11 years of age or younger to the Club as often as they wish without incurring a guest fee. However, one of the grandparents must always be present whenever grandchildren are visiting.
- c. Junior, Associate or Regular members who are single may bring one guest at a time into the Club at no charge.
- d. Guests arriving in advance of the host member will be asked to wait in the lobby or living room.
- e. Except as provided in sub paragraph b above, a fee will be charged for all guests---except children under six years of age or Bel Air Bay Club members--using the beach, athletic facilities, or locker rooms.

- f. A double guest fee will be levied against any member who fails to sign in and pay for a guest who uses the beach, athletic facilities, or locker rooms.
- g. Guests may not pay cash for Club goods or services.
- h. No expelled former member shall be allowed access to the club after expulsion except by prior written approval of the Board of Directors.
- i. Members are always responsible for the conduct of their guests.
- j. A two-week Guest Card is available for a fee which from time to time will to be established by the Board of Directors for the grandparents, parents, siblings, children, or grandchildren of members who do not live in Santa Barbara, Ventura, Orange, San Bernardino, Kern, Los Angeles, Riverside, San Diego, or Imperial Counties. A Guest Card is renewable for an additional two-week period if approved by the General Manager and the Board of Directors. The sponsoring member will be billed for all goods and services purchased by the Guest Card holder.
- k. Members of the Bel Air Bay Club:
 - 1. Bel Air Bay Club members are considered “special guests” when visiting The Beach Club to socialize with Club members.
 - 2. As such, the hosting Beach Club member will not be charged a guest fee for visiting Bel Air Bay Club members, nor will the visiting Bel Air Bay Club member be charged a guest fee, except under special circumstances as from time to time determined by the Board of Directors, such as holiday weekends.
 - 3. The hosting Beach Club member must be present during the visit of the Bel Air Bay Club member, must sign in the visiting Bel Air Bay Club member and, consistent with existing Club rules, shall be responsible for the conduct of all guests.
 - 4. During special inter-club events, such as athletic tournaments, The Beach Club will be considered the “host” and a member host from The Beach Club will not be required.
 - 5. Visiting members from the Bel Air Bay Club may sign for goods and services and will bear financial responsibility for such charges.
 - 6. Guests of the visiting Bel Air Bay Club member are officially guests of the hosting Beach Club member. The hosting Beach Club member is the “member host of record” and will be charged a guest fee for the guest of the visiting Bel Air Bay Club member if a guest fee would have been charged by The Beach Club for such guest.
 - 7. Members visiting from the Bel Air Bay Club may not be accompanied by training professionals, such as paddle tennis or gym trainers, during their visits.

Section 7. Children.

- a. Children exercising the privileges of membership pursuant to Article II Section 9 of the Bylaws must abide by all House Rules and all other applicable rules and regulations of the Club.
- b. The member and the spouse of the member shall be responsible for charges for all goods and services signed for by their children while exercising the use privileges provided in Article II Section 9 of the Bylaws unless the General Manager has been specifically notified in writing that the member and spouse of the member shall no longer be responsible for such charges or indebtedness incurred by such child. After such notification is received by the General Manager, the use and charging privileges of the child shall, as applicable, be deemed withdrawn.
- c. Parents, whether present or not, are responsible for the conduct and safety of their children while on Club property. Serious incidents by, or between, children should be referred to the management pursuant to Section 23, Discipline Procedures, of these House Rules.
- d. Children under 10 years of age must always have a responsible adult on premises unless the child is registered and participating in an established sign-in / sign-out program.
- e. Children ages 10 years old and older are permitted to be on premises without adult supervision once they have attended the Ten-Year-Old Orientation program.
- f. Children of members who reach the age of 20 must meet with the General Manager before the age of 21 for the "Over 21 Orientation" program.
- g. Members shall not use on duty Club staff to baby-sit their children.
- h. Children between the ages of 13 through 16 can use the gym when accompanied by a parent or trainer. Children may use the Gym if over the age of 16.
- i. Children through 4 years of age may use the opposite sex locker room.
- j. Children participating in any summer drop-off youth program shall be signed in and out with the program's coaches by a parent or person responsible for the child.
- k. Children shall not romp, run, or play in any part of the clubhouse.
- l. Children shall not enter the basement at any time.
- m. Children under 21 years of age may not go into the Sky Bar at any time.
- n. Children under 16 years of age may not use the sauna/steam room in the men's or ladies' locker room.
- o. Children may pass through the television lounge adjacent to the bar at any time and may sit in the area only until 5:00 PM each day.
- p. Children must, always, abide by the dress code appropriate to a given area.

- q. Bike riding, skateboarding, in-line skating and similar activities are prohibited on Club property except in the designated area of paddle tennis court number eight.
- r. Paddle tennis court number eight is always reserved for play by children 15-years of age and under. Children take priority on this court.

Section 8. Infant and Babies.

- a. Diapers are not to be changed in public spaces or on the beach. Diapers may be changed in the Grill Restrooms or in the unisex changing area next to the Nursery.
- b. Nursery rules posted outside the Nursery areas are to be followed.

Section 9. Caregivers.

- a. Caregiver guests who are responsible for the care of children, the elderly and the infirm are considered guests of the member host. They must be accompanied by the member and signed in at the Front Desk and shall be subject to such additional requirements and limitations as may be adopted by the Board of Directors from time to time.
- b. Caregiver guests will not be charged a guest fee at any time unless the caregiver uses the beach, the locker rooms, or the athletic facilities for their personal enjoyment.

Section 10. Locker Rooms.

- a. Children must be 16 years of age and older to use the sauna/steam room in either locker room.
- b. Children more than 4 years of age may not use the opposite sex locker room.
- c. Members needing special assistance in the locker rooms or bathrooms should have a personal attendant to provide such assistance. Club staff may not be asked to perform such services.
- d. Towels are to be used only in the locker room and deposited in the towel baskets after use. No club towels are allowed on the beach.
- e. Back packs and personal items shall not be left unattended in locker rooms.

Section 11. Dress Code.

- a. For the Dining Room, Living Room, Patio, Porch, Pit and Bar:
 - 1. As a minimum, shirt, and shorts---which are clean and dry---and shoes must be worn when sitting in the Dining Room, Living Room, Patio, Porch, Pit and Bar.
 - 2. Beach resort restaurant attire is encouraged for all seated dinner service.
 - 3. Members may walk through the Lobby, Bar, South Porch Alcove and Patio in beach attire and no shoes.

- b. For the Sky Bar, Lobby, Grill and Hallways:
 - 1. Beach attire is permitted in the Sky Bar, Lobby, Grill, and hallways while passing through the Bar and South Porch Alcove.
- c. For the Beach:
 - 1. Thong style bathing suit bottoms are not allowed.
 - 2. Cover ups and shirts are encouraged when leaving the beach area.
 - 3. Babies in diapers should wear clothing over their diapers.

Section 12. Smoking and Vaping. Smoking or vaping of any kind is only permitted in the parking lot.

Section 13. Paging.

- a. No intra-club paging will be allowed except as follows:
 - 1. Parents may be paged to the nursery.
 - 2. Special club events may be announced.
 - 3. Arriving guests may have their host member paged.
- b. Members may be paged to the parking lot regarding their car.

Members and guests may be paged when an incoming call for them is received by the Front Office.

Section 14. Cellular Phones.

- a. Cell phone calls are permitted in the parking lot, seaward of the boardwalks, and beside any house phone (whether inside the clubhouse or elsewhere on the grounds); otherwise, cell phone calls are not permitted to be used inside the clubhouse or elsewhere on the grounds.
- b. Text messaging and any silent app use is not restricted.

Section 15. Parking and Traffic Control.

- a. Drivers must pull forward to the indicated line before unloading passengers. This is for the driver's safety and the safety of motorists arriving from the highway.
- b. Drivers should proceed slowly and with caution while driving in the parking lot.
- c. Cars are discouraged from backing up in the parking lot except when parked in an area where reversing is the only alternative. When backing up to exit, the "exit" side of the driveway must be used.
- d. Drivers must adhere to all posted restrictions (e.g., No SUV areas)

- e. Cars waiting to enter the parking lot from the highway have priority over cars exiting from the parking lot.
- f. Cars coming from the north making a right turn have priority over cars approaching from the south.
- g. When admitted to the lot, drivers are required to follow the directions of the parking lot attendants.
- h. When double parked, keys must be left in the car with the doors unlocked.
- i. On busy days, guests may be denied parking privileges.
- j. Member cars must display The Beach Club parking decal on the windshield.
- k. The Club assumes no liability for damage to or theft from vehicles while parked on the Club's premises.
- l. Parking in designated handicapped parking spaces requires a handicapped license plate or the display of an appropriate handicapped parking pass.
- m. No parking spaces are reserved for specific members and no special consideration is given to car models or types.
- n. Overnight parking is discouraged unless the driver is not capable of driving safely, and if possible, keys for vehicles parked overnight should be left with the Front Desk so that Security may move the vehicle as needed.

Section 16. Use of the Beach.

- a. Beach locations for equipment can be reserved one week in advance except on the three summer holiday weekends.
- b. Front row beach locations for the three Summer Holiday weekends are available to members through a lottery system. Preferred locations may be registered with the Beach Desk by 6:00 PM Friday evening three weeks prior to the holiday weekend. Beach Club staff will hold a public drawing, spaces assigned, and winning members notified by telephone. Should a member's name be drawn, and the spot taken, an available spot as near as possible to the first choice will be assigned. Members who are not called after the drawing have lost the raffle and may try to reserve one of the remaining spots elsewhere on the beach by following the applicable protocols for such reservations. Any member may join with another member and register one set of equipment each for a double spot---no second set of member-owned or "club owned" equipment is permitted. If two member families so register, only one application will be accepted for the two families---both families will be registering for one double spot. Winners will not be able to register for the Front Row Equipment Lottery for the subsequent holiday weekend.
- c. Each member of the Board of Directors is entitled to one beach location on each holiday weekend; however, they are only entitled to one holiday weekend front row location per summer. The Board member should inform the Beach Desk Supervisor of the desired location prior to the commencement of the lottery.

- d. Members may reserve a maximum of two beach spaces on a holiday weekend.

Section 17. Gym Rules.

- a. Shirt, shoes, and shorts must always be worn while using the Gym.
- b. Members practicing stretching or yoga and using mats in the Gym will be allowed to do so in bare feet.
- c. Members practicing yoga or Pilates in the clubhouse will be allowed to do so in bare feet in their assigned area but may not walk bare foot through areas otherwise not allowed.
- d. Members practicing yoga or Pilates in the clubhouse must properly put away all equipment following their workout.
- e. Children unaccompanied by a parent or trainer must be over 16 years of age to use the Gym.
- f. Children aged 13 through 16 may use the Gym if accompanied by a parent or professional trainer.
- g. A piece of equipment may be used for a maximum of twenty minutes when others are waiting to use it.
- h. Equipment, benches, and backrests are to be wiped down after use.
- i. Towels are to be deposited in the towel baskets after use.
- j. Magazines and newspapers are to be returned to the racks after use.
- k. Cups and debris must be properly disposed before leaving the Gym.
- l. Weights must be restacked after usage.
- m. Members using personal trainers must have the trainer sign in at the front desk and adhere to current policies and waivers.

Section 18. Use of Paddle Tennis Courts. These House Rules are guidelines within a club environment, and as such should be adhered to with a sense of fair play and decency.

- a. Doubles play has priority over singles play.
- b. If there are open courts, first-come, first-served will apply on courts 1 through 6.
- c. When a match is waiting, ½-hour is allowed for rallying, or a 10-minute warm-up and one 6-game set is allowed, before yielding court to the waiting match.
- d. Court 8 is a children's court and does not count as an open court. Children 15 years of age and under always have priority on this court.
- e. Guests signed in and accompanied by a member have full rights as players. Members may only play with one guest at a time if members are waiting.

Section 19. Use of Volleyball Courts. These House Rules are guidelines within a club environment, and as such should be adhered to with a sense of fair play and decency.

- a. Four-man play has priority over doubles play.
- b. All courts are always challenge courts.
- c. Establishment of player order is as follows:
 1. First 8 players on sand, dressed and ready to play immediately and checked in (arrival order established) are the players for the first game.
 2. Players must be checked in (arrival order established) and ready to play when last game ends and warm-ups begin.
- d. When both courts are full, players may play on the next available court.
- e. Guests signed in and accompanied by a member have full rights as players.
- f. Members may only play with one guest at a time if members are waiting.

Section 20. Catering Policies. (See Addendum page 20)

Section 21. Food and Beverage Service.

- a. The California legal drinking age is 21.
- b. No person under 21 years of age shall possess, drink, or attempt to purchase any alcoholic beverages at the Club.
- c. No person regardless of age shall purchase or supply alcoholic beverages for any person under the age of 21.
- d. Offenders will be immediately expelled from the premises and will be suspended until such time as they are interviewed by the House Committee and are permitted to return to the Club by the Board of Directors.
- e. Staff and management have been instructed to refuse service of alcoholic beverages to members or guests whenever, in their judgment, the behavior of the member or guest is unbecoming a member or a hazard to themselves or others because of their intoxication. The staff has been instructed to use their discretion broadly.
- f. The Board of Directors will support the staff and management in their judgment of when not to serve a member or guest.
- g. In the event of a perceived mistake in judgment by the staff, please bear in mind the reasons for the preventative action and provide all possible cooperation.
- h. A chit must be signed for all food and beverage served. The signed chit must include the member's name and membership number.

- i. Reservations for special club functions cancelled within 48-hours of an event will be charged a late cancellation fee equal to half the published cost. Reservations which are not cancelled will be charged a cancellation fee equal to the entire published cost.
- j. Other than hors d'oeuvres, dining is not permitted on the porch except at such times the area is designated for lunch or dinner service.
- k. Dining is always permitted in the Bar.
- l. Mondays and Tuesdays are considered "picnic days" when the Bar and Grill are closed. On these picnic days members can bring food and beverage to the Club for consumption in the clubhouse and on the beach.
- m. Unless an exception - as with picnic days - is specifically allowed by the Board of Directors or management, members and guests are not permitted to bring food or beverages purchased elsewhere into the clubhouse or onto the beach.

Section 22. Behavior Toward Staff.

- a. No member shall reprimand or act abusively toward any employee of The Beach Club.
- b. If a member has a complaint or suggestion regarding any employee, it shall be directed to the General Manager, or the Assistant General Manager when the General Manager is not present at the Club, or to a Board member if the complaint or suggestion pertains to the General Manager or the Assistant General Manager.

Section 23. Discipline Procedures.

- a. Except as otherwise provided in the Club's Bylaws or these House Rules, the Board of Directors, or applicable Board Committee(s), and not the General Manager, is responsible for disciplining members as provided for in the Club's Bylaws using procedures established from time to time by the Board of Directors.
- b. Member complaints made against another Member should be in writing and addressed to the Board President and General Manager and identify any witnesses or information that will assist in the investigation of the complaint. The identity of the Member making the complaint will be kept confidential to the Board, General Manager and/or applicable Board Committee(s) to protect the safety and privacy of the Member unless disclosure is otherwise approved by the Member.
- c. Every complaint of conduct in violation of the Club's Bylaws, these House Rules, or any other Club policy will be investigated by the General Manager, unless the General Manager is the subject matter of the complaint, in which case the complaint will be investigated by the Board or its representative. Every reasonable effort will be made by the General Manager to complete the investigation within 7 days of the complaint. The time to complete the investigation may be extended due to the unavailability of witnesses and information.
- d. The investigation may consist of interviewing participants and witnesses, reviewing account information and any other relevant documentation or available security footage. The General Manager will prepare a report and review the same with the Board President and applicable Board Committee chairs. The Board President will determine if further

review is required by the Board. If the President determines further review and consideration of the matter is warranted, the Board, in its discretion, will review the matter and may impose discipline upon the Member as provided in Article II, Section 12.1 of the Club's Bylaws. If the recommended discipline is suspension or expulsion, the Member will be provided an opportunity to be heard as provided for in Article II, Sections 12.4 and 12.5 of the Club's Bylaws.

- e. All interview notes, reports, correspondence, hearing Minutes or transcripts from any discipline procedure will remain confidential and placed in the file of the offending Member, except as otherwise provided for in the disciplinary hearing procedure.

Section 24. Disciplinary Hearing Procedure. (See Addendum page 13)

Section 25. Valuables. The Club assumes no responsibility for the loss or theft of, or damage to, any personal property in the parking lot, clubhouse, on the beach or other outside facilities.

Section 26. Privacy.

- a. Members and their guests have an expectation of privacy when they visit the Club. Their consent must be given before photos or videos are taken of them at The Beach Club or are posted in a public place.
- b. Members may not use The Beach Club name or logo to tag or list events or photos online, or in an event title for invitation distribution (either online or offline).
- c. No member shall offer for sale or as a gift, or sell or give as a gift, any product or service which uses the logo of The Beach Club or the name The Beach Club, without prior written approval of the Board of Directors. Any member who offers for sale or as a gift or sells any such product or service without prior written approval of the Board of Directors shall be subject to discipline or suspension of membership pursuant to the terms provided in Article II --- Section 12 of the Bylaws (in addition to any legal remedies that may be available to the Club).
- d. Members have an obligation to treat Club correspondence as confidential and should not forward or disclose to non-members any correspondence without prior permission from the General Manager or Board of Directors. In specific circumstances such as Bridge Tournaments, Inter-Club Competition, etc., such communications may be sent by the staff, Committees or Board to those outside our immediate Beach Club membership and The Beach Club would expect these communications to remain private between those parties.
- e. Members should refrain from commenting on the Club or its membership to any member of the Press without the permission of the Board of Directors. Press inquiries should be directed to the President of the Club to be handled according to Beach Club policy.
- f. Photographs, video, film, etc. taken on Club property may not be posted in a public place (including on publicly accessible social media) or released to the media or any other entity for commercial purposes without the express written approval of the Board of Directors or the General Manager; provided, however, that each Member and guest shall be deemed to have consented to the Club's internal use of any photographs, video, film, etc. taken on Club property (including the same being posted to the BC App or contained in a Club newsletter or other communication). No member or Club employee shall make available

to the media (i.e., newspaper, radio, television, internet, etc.) any publication or internal communication or anything that is directed solely to members. No working members of the media covering a story are permitted on Club property or in the clubhouse without the approval of the General Manager.

- g. Members making inappropriate references about the Club, its members or its staff on any public internet site, chat rooms or other public electronic media will be subject to disciplinary action that will be determined by the General Manager and the Board of Directors.

Section 27. General Rules.

- a. Suggestions and comments on operations and behavior should be referred to the Board of Directors.
- b. No pets of any kind are permitted in the clubhouse or on the beach at any time, except for trained service dogs in accordance with this paragraph (it being understood that The Beach Club is not a place of public accommodation). Anyone, member, or guest, who desires to access the club with the assistance of a trained service dog is encouraged to request permission in advance from the General Manager, so that the General Manager may verify that the dog is required because of a disability, as well as the tasks the dog has been trained to perform, and then register the dog with the Front Desk as a service dog that is permitted to access the property to provide the assistance for which it has been trained. Service dogs may only access the club while acting as a service dog, and always must be harnessed, leashed, or tethered by the person with a disability, who may be charged for damage caused by himself or herself or the service dog and who shall indemnify, defend, and hold harmless the club and its members from and against any claims arising from or relating to the actions of the service dog or its presence at the club. Staff are not required to provide food, care, or supervision for/of any service dog. The club staff may ask an individual with a disability to remove a service dog from the premises if the animal is out of control and the dog's handler does not take effective action to control it, or the dog is not housebroken. Due to safety and/or public health risks, no service or support animals other than trained service dogs are permitted at the club.
- c. Sleeping is prohibited on the Porch or in the Living Room.
- d. Members needing special assistance in the clubhouse or on the grounds should have a personal attendant to aid. Club staff may not be asked to perform such services.
- e. The Club's membership roster shall not be used for any commercial purpose.
- f. The Board of Directors may, at any time and without prior notice, amend, repeal, or add to these House Rules.
- g. Information about all policy changes may be published by the Club electronically. It is the responsibility of every member to be currently informed by reading all information that is published by the Club (whether electronically or otherwise).

ADDENDUM: DISCIPLINARY HEARING PROCEDURE

Hearings and Appellate Reviews

1. **Member Right to Hearing.** Except in cases of a provisional suspension pursuant to Article II, Section 12.2 of the Club's Bylaws ("**Suspension without a Hearing**"), or a suspension for financial delinquency pursuant to Article II, Section 12.3 of the Bylaws ("**Suspension for Delinquency**"), a Member shall not be suspended or expelled without an opportunity to be heard in accordance with the provisions set forth in Article II, Section 12 of the Bylaws and the ensuing provisions of these House Rules.

2. **Notice of Action.**

2.1 If the Board determines disciplinary action against a Member in the form of suspension or expulsion is warranted, it shall give written notice to the Member setting forth the grounds for the proposed disciplinary action and advising the Member of his or her opportunity to be heard in accordance with Article II, Section 12 of the Club's Bylaws.

2.2 The timing of the notice of the proposed disciplinary action and the scheduling of the hearing date shall be as set forth in Article II, Section 12 of the Club's Bylaws.

3. **Failure to Appear or Proceed.** When a Member or other person subject to discipline fails, without good cause, to appear for their scheduled hearing or does not otherwise submit a response in writing, such failure shall be deemed voluntary acceptance of the recommendation(s) or action(s) involved, which shall then become the final action of the Board of Directors.

4. **Postponements and Extensions.** Once a written notice of a hearing is sent, continuances and extensions of time beyond the times permitted in the Bylaws may be granted upon agreement of the parties to the hearing or on a showing of good cause.

5. **Hearing Procedure.**

a. Pre-Hearing Procedure. Upon request, a Member facing proposed disciplinary action shall be provided a brief summary of the facts relied upon by the Board in concluding that disciplinary action is warranted.

b. Record of the Hearing. If requested, a certified court reporter may be present to make a record of the hearing if deemed appropriate by the Board. The cost of attendance of the court reporter shall be borne by the Club, but the cost of the transcript, if any, shall be borne by the party requesting it.

c. Rights of the Parties.

i. At the hearing, the Board of Directors shall summarize their position and evidence in support of their recommended action. The Member shall present his or her position in response. The presenter for the Board of Directors shall be provided an opportunity to rebut the Member's response.

ii. In support of his or her response to the charges, the Member may prepare an opening and closing statement, bring witnesses and present documents. The time for opening and closing statements, the time permitted for presentation of documents, the number of witnesses permitted, and the time allotted for each

witness shall be set by the Board on a case-by-case basis and shall be within the Board's sole discretion. Members are not entitled to be represented by counsel unless the Board in its sole discretion decides to allow the participation of counsel.

- iii. The parties are not entitled to cross-examine witnesses unless the only evidence in support of or against an allegation is the testimony of, or a written statement by, the person making the complaint or there is only a single witness to the alleged misconduct and witness credibility is essential to the claim (such as in a matter of sexual assault.) Under such circumstances, the Member may either review the complainant/witness's written statement and ask a limited number of questions of the witness as determined and permitted by the Board. The Board will be able to ask the same number of limited questions of the Member's witness.
- iv. The California rules of evidence and civil procedure shall not apply to this hearing process.
- d. Adjournment and Conclusion. After the hearing is complete, the Board will meet in a closed session. The Board will endeavor to issue a final decision letter as soon as practicable after completion of the hearing. The letter will provide the outcome of the decision and will state when the discipline, if any, will go into effect (at least (a) five (5) days after the effective date of the notice to the Member of the final decision and (b) the exhaustion of any Member appeal rights if the disciplinary action taken is suspension or expulsion), and will remind the Member of any continuing obligations (such as to pay dues during suspension).

6. **Appeal of Disciplinary Action to Suspend or Expel.**

- a. Following the hearing and a decision by the Board to expel or suspend a Member, the Member may appeal the decision by providing written notice to the Board within five (5) days of the effective date of the Board's notice of disciplinary action to the Member. Notice will be sent as provided for in Article VIII of the Bylaws.
- b. The grounds for appeal are limited to cases where there is new information or witness testimony not previously presented at the hearing that the Member would like the Board to consider. In its appeal request, the Member must identify the new information or witness testimony that the Member would like the Board to consider.
- c. If the Board, within its discretion, determines a new hearing is warranted, the Board will conduct a subsequent hearing, either in person or by written submission for a date and time that is mutually convenient for the Board and the Member.
- d. Upon acceptance of the appeal, the Board will review the action taken and any additional information submitted by the Member and will conduct a second vote to uphold, rescind or modify the initial disciplinary action by a majority vote of the Board members present provided there is a quorum present equal to that required for a Board meeting. The Board may condition any reduction in discipline upon such terms as it may determine. The determination of the Board following an appeal shall be final.

ADDENDUM: CATERING POLICIES

1. **Member Responsibility.**

- a. The Club member who books and/or sponsors an event is responsible for informing all attendees of Club policies, including dress code, and is fully responsible for the conduct of all guests and all incurred charges.
- b. The Club member who books and/or sponsors an event must be present at the event for its entirety.
 - i. The Club member is responsible for the conduct of guests at that function and is personally responsible for the payment of all charges incurred at the function within 60-days.
 - ii. After 60-days past due, all function balances will be assessed a late fee of 5%. If a balance reaches 90-days past due, an additional 1.5% fee will be added, and will continue to be added each month until payment is received, or the maximum fee allowed under California Usury Law is reached.
- c. Members using the Club facilities to entertain are responsible to be sure that guest conform to the House Rules, particularly Articles 11, 14, 18, 19 and 20. Entertaining in the Clubhouse for the furtherance of trade, business or a profession is strictly prohibited.
- d. Suspended members are not allowed to host or sponsor private functions.
- e. Use of The Beach Club is limited to members and their sponsored guests.
 - i. Members who pay for an event without reimbursement are considered “hosts” and members who are reimbursed for their event or support a non-member’s hosting of an event are considered “sponsors” of that event.
 - ii. Sponsored parties are permitted on a limited basis assuming that they are consistent with Club policies and do not compromise member enjoyment of the club.

2. **Billing, Charges, & Other Charges.**

- a. Prior to your event, the Catering Department will provide you a Banquet Event Order. This form provides you a complete listing of all event arrangements. Please confirm these arrangements, sign, and return the form to the Club within (5) days.
- b. Catered events are subject to setup fees and applicable sales tax, currently at 10.25%. In consideration of California State law, any fixed gratuity charge is a taxable item.
- c. Cash gratuity is not permitted in the club.
- d. Cash sales by the Club for food and beverage service are not permitted during private functions. The host member will be billed directly for all food and beverage sales.
- e. State tax is also added to the rental of equipment such as a dancefloor, podium, staging, audio system, etc.

- f. Members who are reimbursed for their event or support a non-member's hosting of an event are considered "sponsors" of that event. All charges are billed to the host member's account. Prices are subject to change without notice. (Please see The House Rules, Article 5 & 20)
- g. The sponsoring member must attend the private function for its entirety, is responsible for the conduct of guests at that function and is personally responsible for the payment of all charges incurred at the function within 60 days. After 60-days past dues, all function balances will be assessed a late fee of 5%. If a balance reaches 90-days past dues, an additional 1.5% fee will be added, and will continue to be added each month until payment is received, or the maximum fee allowed under California Usury Law is reached. (Please see The House Rules, Article 5 & 20).
- h. Members are responsible for any charges or damages incurred by themselves or their guests and vendors.

3. **Deposit.**

- a. Events require a 25% deposit of estimated value of the event via check once Catering Agreement is signed.
- b. All deposits are non-refundable.

4. **Cancellation.**

- a. If the confirmed event is cancelled less than four (4) days before the date, the member will be charged the room fees(s), anticipated food and beverage income and other associated fees on the banquet event order. Subject to sales tax.
- b. 50% of the Room Fee(s) and anticipated food and beverage income will be charged to any event cancelling within fourteen (14) days of the confirmed event date. Subject to sales tax.
- c. 25% of the Room Fee(s) and anticipated food and beverage income for events over \$10,000 will be charged to any event cancelling within 30-90 days of the confirmed event date. Subject to sales tax.

5. **Guarantees.**

- a. To ensure the best service in planning catered functions, the number of guests expected to attend, floorplan arrangements, and any event details for the event must be communicated to the Catering Department within (3) days prior to the function (Note: catering office is closed on Mondays and Tuesdays). A seating and table diagram (if applicable) are required (3) days prior to the event. Any set up changes made to the event room the day of will be subject to a change fee. This will be considered a guarantee, subject only to increase upon availability of food items. Payment will be based on this guarantee or the number of guests served, whichever is greater.

6. **Food Requirements.**

- a. To ensure that members dining throughout the Club receive proper service, it is by Club Policy that groups of 13 or more guests dining either in a Banquet Room or Dining Rooms are required to have a pre-arranged menu through the Catering Department.
- b. All food served must be arranged through the Catering Office, and may not be brought in from the outside, except for wedding/birthday cakes, which are subject to a \$4+ per person dessert/cake cutting fee.
- c. The catering department must be provided with all event details and menu selections no later than fourteen (14) days prior to the event.
- d. All event menus are special order and are meant to serve your entire party. If you desire to offer more than one entrée, the Club may allow a choice of two entrees (excluding one vegetarian entrée). Member events will be charged accordingly for each entrée item while the pricing will be that of the higher priced entrée for sponsor events. Final entrée counts must be given to the Catering Department (3) business days prior to the function.
- e. Assigned seating is mandatory for multiple entrée selections and place cards will be required to clearly denote the guests' entrée choice.
- f. The Club recognizes that some guests may have special dietary needs. We require 14-day notice and will be happy to comply with your needs. Place cards will be required to denote the guests' needing these special-order meals. All place cards will need to be approved by the club.
- g. Menu prices are guaranteed within three months of the event.
- h. Due to health standards and insurance liabilities, no food and/or beverage are to be taken from the club.
- i. Meals for vendors must be arranged 14-days in advance with the person booking the event and will be charged to the member account.
- j. Members hosting a seated dinner wedding for 150 guest or more are provided with a complimentary food tasting which includes:
 - i. (3) first course options and (4) second course options.
 - ii. Each additional item ordered will be charged at retail price.
 - iii. Hors d'oeuvres may be added to the tasting for a fee.
 - iv. A wine tasting will be provided complimentary of (4) selections of wines by the glass.
 - v. Tastings must be scheduled at least (10) days out and at a time and date amenable to the Executive Chef; and not later than (21) days before the event.

7. **Beverage Requirements.**

- a. All beverages must be purchased from the Club. While the host of the event may provide wine, it must be pre-approved by the Club and will be charged a corkage fee of \$20+ per 750mL bottle for member events and \$25 per 750ml bottle for sponsored events.
- b. If a member or client would like to purchase a beverage that we do not carry in our inventory or is not on our beverage list we will attempt to purchase the product, but please understand the client will incur the entire charge for the special-order including shipping and handling and all service fees.
- c. There will be a maximum of (5) hours for any open bar that provides alcohol. All bars will stop serving alcohol 15-30 minutes prior to the end of the event. There will be no notification of “last call.”
- d. The Club staff reserves the right to deny, suspend or stop service of alcohol to any person(s) who show signs of intoxication. The Club reserves the right to discontinue the service of alcohol for any event, if deemed necessary by management.
- e. Alcoholic beverages are not served to vendors and including persons engaged to perform at the club and stage crews.
- f. All bartenders and service staff will I.D. any persons who look under the age of 30. If no I.D. is present, serving alcohol will be at manager’s discretion.
- g. No alcoholic beverages are permitted to be taken off property.

8. **Function Setup Times & Overtime Fees.**

- a. Host Member must be present for the entire duration of the event.
- b. All room fees and events booked cover a (5) hour period Overtime charges will begin after five hours at \$1,000.00 for the first hour. Thereafter overtime charges are \$500.00 per half hour and such events require advance written approval by the House Committee.
- c. Members and their vendors may be allowed to setup (3) hours prior to their event subject to the Catering Department and if there is no prior function in the room. Additional setup time must be approved by the Catering Department and will incur a charge of \$125 per hour.
- d. Functions held at the Club must be aware of the Club’s prescribed hours of service. The Clubhouse is closed on Mondays and Tuesdays Events on these days will incur a \$2,500 opening fee applied plus all other applicable fees (i.e. room rental and food and beverage). No breakfast functions may commence prior to 7:00am and no dinner or social event may extend beyond the hours of 12:00 AM midnight Indoor (10:00 PM Outdoor). Events requesting to extend beyond 12:00 AM midnight must receive approval from the Board of Directors.
- e. A seating and table diagram are required (3) days prior to the event. Any set up changes made to the event room the day of will be subject to a change fee.

9. **Location Restrictions.**

- a. The Main Bar and The Sky Bar may never be reserved for the sole usage of private events. The Grill and The Living Room, pending Approval.
- b. Volleyball, Paddle Tennis, and Bocce Courts may be reserved on a case-by-case basis for a fee, however, must be discussed in advance and at the sole discretion of the Club and Management. Depending on availability, only one bocce court may be reserved per family at a time.
- c. The living room furniture will not be removed nor moved to accommodate any function or Club event without the approval of the General Manager.
- d. The following are considered “Member Priority Spaces.” Private functions are permitted in these areas by exception approved by the General Manager only:
 - i. The Bar, Living Room and Lobby.
 - ii. The Grill, Ocean Terrace and Pier Terrace before 4:00 PM
 - iii. Volleyball Courts 1 and 2.
 - iv.. Paddle Tennis Courts 1, 2, 3 and 4.
 - v. The Gym.
 - vi. The Sky Bar.

10. **Rental Items.**

- a. The Club has limited seating, tables, flatware, stemware, and china for large events. Parties whose needs are in excess of the Club’s equipment inventory will need to rent these items at your cost.
- b. The Beach Club can assist in the rental of any additional items needed for an event. Those rentals acquired by the host member will need to be coordinated with the Catering Department.
- c. Clubhouse chairs may not be removed from their designated rooms without approval of Management. If you have received the approval to move the existing banquet chairs, the member is responsible for all rental fees.
- d. There will be a 10% Processing fee on any outside services that is handled by the Catering Department.

11. **Security.**

- a. Security will be required for any all events over 75 guests, please see rates sheet for pricing.

12. **Valet.**

- a. Valet Parking is not available or permitted as an outside vendor service.

- b. Parking is not guaranteed, depending on the season and time, parking will be limited.
- c. Parking attendants will be required for all events over 30 guests, charged at a current at a four-hour minimum.
- d. We highly encourage ride share services for your event.

13. **Publicity & Invitations.**

- a. The Beach Club name, logo or images may not be used in any outside advertising or publicity, including web sites, newspaper, charity auctions, and social media.
- b. Photographers or members of the press are not permitted to cover any events within the Club in an official capacity.
- c. Invitations are encouraged to include Dress Code and Etiquette Rules.
- d. The club requires digital proof before the invitations are printed and a hard copy to be on file for all weddings and events over 75 guests.

14. **Vendors, Decorations & Signage.**

- a. Only decorations discussed in advance and so noted on the Banquet Event Order are permitted.
- b. All displays, exhibits, and decorations must conform to the Los Angeles City Building Code and Fire Ordinances and should be free standing without attachment to the walls, ceilings, or floors.
- c. All candle flames must be enclosed or at least 2” from the top opening of the candle holder.
- d. Banners, signs, and décor may not be displayed outside banquet or meeting rooms.
- e. Nametags may not be worn by attendees in areas of the Club being enjoyed by other Club Members. Artwork and plants may not be touched or covered in anyway.
- f. All vendors (including entertainment) must be approved by the club and provide a Certificate of Insurance (naming The Beach Club) as well as their Business License at least (14) days prior to the event. Coordinators for any weddings or parties must meet with the Catering Department prior to any event planning. Members must be present for at least the first meeting for any sponsored events.
- g. Hosts will be responsible for all charges for photographers, musicians and other contractors who dine from events.
- h. Outside contractors are not permitted to dine from Club dining rooms. The Club will provide a private space for dining and breaks. We do not allow service of alcoholic beverages to any vendor/partner or groups performing or entertaining at the Club.

15. **Member Liability / Loss or Damage to Property.** The Beach Club assumes no responsibility for personal or real property left in a function room or elsewhere within the Club, including those of third-party vendors. Any damage to, or loss of, the Club’s furniture, fixtures, works of art, or equipment by the host

member or their guests, including those of third-party vendors are the ultimate responsibility of the member who books or sponsors the event where such damage or losses occur.

16. **Dress Code & Etiquette.**

- a. All attendees must observe the established Dress Code of the Club and sponsoring members are responsible for informing their guests in advance.
- b. Guests in unacceptable attire will not be admitted into the Club.
- c. Upon request, the Catering Office will provide sponsoring members with Dress Code and Etiquette Rules that must be included in your guest communication.

17. **Cell phone Use and Smoking.**

- a. Cellular phones, radios, televisions, and laptop computers are never permitted in common member areas. Cellular phones may only be used in the parking lot and adjacent sidewalks. Ringers must be turned off in all other areas.
- b. To comply with State Law, The Beach Club is a smoke free establishment. Smoking is only permitted in the parking area.

18. **Liability Clause.** Performance of this agreement is contingent upon the ability of Club Management to complete the same and is subject to any cause beyond the control of Management preventing or interfering with performance including, but not limited to, labor disputes, strikes, fires, floods, earthquakes, or other acts of nature beyond the control of The Beach Club. In the event that this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents to the Club that he has full authority to sign such agreement, and in the event he/she is not so authorized, he/she will be personally liable for the faithful performance of this agreement. Use of club facilities is limited to the areas outlined in the confirmation letter.