



**CUSTOMS AND COURTESIES**

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## **PREAMBLE**

These Customs and Courtesies for The Club at Tamarack (the "Club") are intended to be a guide to the use of the Club Facilities referenced in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Customs and Courtesies are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Customs and Courtesies from time to time as it determines appropriate in its sole discretion. Where these Customs and Courtesies refer to the Club taking action or having certain rights, The Club at Tamarack, LLC (the "Company"), doing business as the Club, shall have the right to take such action and shall have such rights.

## **GENERAL CLUB CUSTOMS**

1. Members, their families and their guests shall abide by all customs and courtesies of the Club as they may be amended from time to time.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs. The Club reserves the right to close the golf course and clubhouse to hold promotional events and tournaments. Certain areas of the Club Facilities may be designated as "member only" facilities.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Dining room activities for groups will be permitted only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.
8. 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.

9. Members shall not 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.

10. It is contrary to the Club's policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

11. 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.

12. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of the Club. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the member or under the member's control.

13. Members shall refrain from making complaints or criticisms of any kind relating to any of the operations of the Club or its employees unless made in writing, signed and addressed to the Club Director. The Club Director or other appropriate manager shall promptly respond to such complaint or criticism.

14. Members may not make any negative comments about Club staff or Club members on social media or email blasts.

15. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Director 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. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.

16. Profanity should not be directed at Club staff and should not be spoken so as to be heard by other members, especially children.

17. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.

18. Smoking and vaping are not permitted indoors in any of the Club Facilities.

19. Please use proper cell phone etiquette so as not to interfere with another member's use and enjoyment of the Club Facilities. We request that all cell phones be kept on silent mode while on the Club's premises

20. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.

21. Firearms and all other weapons of any kind are not permitted on Club property at any time other than licensed security staff.

22. Use of the Club Facilities may be restricted or reserved from time to time by the Club.

23. Violation of any of these customs or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Customs and Courtesies.

24. The personnel of the Club will have full authority to enforce these Customs and Courtesies and any infractions will be reported to the management of the Club.

25. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, sexual orientation, gender identity, national origin, age, handicap or marital status.

### **MEMBERSHIP CARDS**

1. The Club will issue a photographic identification membership card to the member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's photograph, name, club account number and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children under the age of ten or over the age of 24. Members and their families must have their membership cards with them at all times while using the Club Facilities.

2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.

3. In order to protect members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of membership cards is required prior to placing any order.

4. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as determined by the Club.

5. In the event of a lost or stolen membership card, the Club must be notified immediately. The member's club account will be canceled and the Club will issue a new membership card number. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be charged for lost or stolen membership cards or in any situation where the club account number is changed.

6. Each member may receive such identification decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club.

### **MEMBER DUES AND CHARGES**

1. Members' dues will be billed on a monthly basis unless otherwise determined by the Club. The Club's Schedule of Dues, Fees and Charges will set forth the dues, fees and charges as established, from time to time, by the Club in its sole and absolute discretion.

2. ACH Debit Authorization Billing: Members may elect in their Membership Agreement to have their dues, fees and charges paid directly by ACH Debit Authorization or billed to their credit or debit card as discussed below. If the member selects the ACH option, the member shall provide the Club with the ACH information with a valid bank account number and routing number. Members will receive a written statement of their charges on a monthly basis.

3. Credit or Debit Card Billing: All members who do not elect in their Membership Agreement to authorize ACH Debit billing (as discussed above), shall provide the Club with one credit or debit card to which the member authorizes the Club to charge dues, fees and charges and the member shall substitute such credit or debit card with another credit or debit card when it expires. Such charges will be billed on a monthly basis and members will receive a written statement of their charges. The member will then be entitled to charge privileges at the Club so long as his or her membership is in good standing. The Club will charge a 3% surcharge for credit card payments to cover fees incurred by the Club for the processing of credit card transactions. Cash payments may or may not be permitted unless otherwise determined by the Club from time to time.

4. The credit or debit card company shall pay the dues, fees and charges to the Club. All members agree to promptly pay directly to the Club any amounts not paid by the credit or debit card company upon written notice from the Club to the member. If not paid within 10 days after written notice from the Club, a service charge of one and one-half percent (1.5%) per month (but not to exceed the maximum amount permitted by law) shall begin to accrue from the date of the written notice until payment in full. The member shall be obligated to keep a valid approved credit or debit card on file with the Club at all times.

5. If the member fails to pay any amounts not paid by the credit or debit card company within 30 days after written notice from the Club to the member, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full and/or charge the member's credit or debit card on file with the Club for the amount owing. Continued delinquency for a period of 90 days from the date of written notice from the Club, or repeated incidents of delinquency by the member, may result in termination of membership in the Club.

6. 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.

7. 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.

## **GRATUITIES**

1. For the convenience of all members, a gratuity percentage, as determined from time to time by the Club, may be added to all food and beverage sales. A member may increase

the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the member deems appropriate.

2. It is customary for the Club to send a letter providing an opportunity for members to contribute a suggested contribution to a Holiday Fund for all Club employees. Payment of such contribution will be voluntary and will be included on the contributing member's November bill. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

## **CONTACT INFORMATION**

1. 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, e-mail address and telephone number 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 five days after they have been mailed to the mailing or email address on file with the Club. In the absence of a mailing address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Director may think is most likely to cause its prompt delivery.

2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Customs and Courtesies.

3. The Club will not provide members' contact information to vendors or marketing firms.

## **MEMBERSHIP CORRESPONDENCE**

Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to the Club Director. Errors in billing charges should be directed to the attention of the Accounting Department.

## **CLUB SERVICES AND ACTIVITIES**

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.

2. The Club desires to encourage the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function

4. Special events and functions may be scheduled from time to time at the discretion of the Club. The Club will charge the sponsoring member a fee for private events and functions as it determines in its sole and absolute discretion.

## **RESIGNATION OF MEMBERSHIP**

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned as of 30 days after the date the Club receives written notice of the member's resignation.

2. A member who owns a residence or homesite in the Community subject to a Sustainable Membership Requirement (as defined in the Membership Plan) shall continue to pay dues and may not resign from the Club until the subsequent purchaser of the member's property in the Community acquires any category of membership.

3. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account.

## **DISCIPLINE**

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct (whether or not at the Club Facilities or directly related to the Club) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the customs and courtesies as set forth herein (including use of the golf course without registration) and as established by the Club from time to time, (vi) abusing Club personnel or employees, (vii) conviction of a felony (member or spouse), (viii) making disparaging remarks about the Club to anyone other than the Club Director, or (ix) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club, (x) applying for or arranging for his or her short term rental guest to use the Club Facilities under the Club's houseguest policies.

2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club or the Company, or for any conduct which poses an immediate



material threat to persons or property as reasonably determined by the management of the Club or the Club Director.

3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any membership deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

4. The membership of any member who has been expelled hereunder shall be placed on the waiting list for reissuance and the member's membership deposit shall be returned to the member upon reissuance of the membership in the same manner as in the case of any resigned membership. All membership privileges shall cease upon expulsion from the Club. The amount refunded to the person will be reduced by the amount of any unpaid dues, fees and charges.

5. In the event that the Club terminates a membership of a property owner of a residence or homesite subject to the Sustainable Membership Requirement, the member's membership deposit shall be returned to the member upon the closing on the sale of the member's property in the Community. The terminated member's obligation to pay dues with respect to the membership shall continue until the closing on the sale of the member's property in the Community.

## **ANTI-HARASSMENT POLICY**

The Club is committed to providing a friendly, supportive and productive environment for its members, guests and employees. Harassment of any kind by members, guests, employees (or anyone else doing business with the Club) will not be tolerated. This includes sexual harassment as well as any harassment based upon an individual's race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability. The Club has delegated responsibility to the Club Director to deal with any and all allegations of sexual misconduct and/or other types of harassment. The Club Director's duties and responsibilities are specific and detailed later in this policy statement.

The process described below deals with sexual harassment. Nevertheless, the procedures set forth in this policy apply equally to harassment based upon race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability.

### **Explanation of Sexual Harassment**

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as:

1. unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where, either explicitly or implicitly, submission to such conduct is considered a term or condition of an individual's continued employment; or

2. making submission to or rejection of such conduct the basis for employment/membership decisions affecting the employee or Member; or

3. where such conduct has the effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile or offensive work or social environment.

Subsections (1) and (2) of the above EEOC definition cover what is known as "quid pro quo" sexual harassment - sexual favors or conduct requested in return for job benefits or job retention. Subsection (3) of the EEOC's definition covers what is known as hostile environment harassment - when the conduct unreasonably interferes with an individual's ability to perform his or her job, or creates an intimidating, hostile or offensive work or social environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness and/or Member enjoyment.

Some examples of such conduct include, but are not limited to, the following:

- unwelcome or offensive sexual advances
- sexual jokes
- pressure for sexual favors
- inappropriate touching
- leering
- intrusive personal questions and/or questions of a sexual nature
- visual displays of degrading images or stereotypes
- analogies using sexual or sex-related terms
- using derogatory terms when referring to females, such as "babe," or "dumb females"
- screaming, shouting or using insulting language of a sexual nature

Individuals will have different tolerance levels and personal definitions of "inappropriate behavior." Therefore, employees have an obligation not only to monitor their own behavior, but also to advise others when they feel or interpret another's behavior toward them as inappropriate, offensive and/or in a manner that creates a hostile or intimidating environment.

### **Reporting a Complaint**

The Club encourages reporting of all incidents of sexual harassment, regardless of who the offender may be. The Club encourages individuals who believe they are being harassed to notify the offender in a prompt and firm manner that his or her behavior is unwelcome, yet the Club also recognizes that disparities in position between an alleged offender and a victim may make such a conversation difficult or impossible. In the event that such informal, direct communication between individuals is either ineffective, difficult or impossible, the following steps should be followed.

- Notification of Appropriate Persons

Individuals who believe they have been subjected to sexual harassment can report the incident to the Club Director. All complaints of alleged harassment will be documented and will be handled with discretion. The Club will maintain a complete written record of each complaint and how it was investigated and resolved. If the Club Director is the offending party, then the incident can be reported to the designated anti-harassment member of the Club Owner's executive team ("Club Owner Designee").

- Timeframe for Reporting Complaint

The Club encourages prompt reporting of sexual harassment complaints so that appropriate investigation and action may be taken.

- Protection Against Retaliation

The Club will not in any way retaliate against an individual who makes a report of sexual harassment nor permit any employee or member of the Club to do so. Retaliation is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to the same disciplinary action provided for those determined to have violated the Club's policy (see "Investigating and Resolving the Complaint" below).

### **Investigating and Resolving the Complaint**

- Investigation/Confidentiality

Any allegation of sexual harassment brought to the attention of the Club Director will be promptly investigated. Once approached, the Club Director's responsibility is to then inform the Club Owner Designee. It is intended that the only other member(s) of the Club Owner's executive team that would be advised, if necessary, would be any person who would need to get involved in any required investigatory process. Every effort shall be made to keep all matters related to the investigation and various reports and recommendations confidential.

- Resolution of Complaint/Disciplinary Actions

The Club specifically prohibits harassment by any member, guest, Club Director or Club Owner employee or group of employees. Anyone violating this policy will be subject to appropriate disciplinary action, which may include any one or combination of the following:

- verbal/written warning
- additional sexual harassment training or mandatory professional counseling for Club employees
- probation or suspension (with or without pay) for Club employees
- probation or suspension of Club privileges for Members or guests
- termination of employment
- termination of membership

After investigation by the Club Owner Designee, the Club Owner Designee shall recommend appropriate disciplinary action, and provide notice of such recommendation to the complainant and the accused.

Individuals found to have filed false and malicious complaints of harassment will be subject to disciplinary action. This does not apply to complaints that, even if erroneous, are made in good faith.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.

3. Every member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's club account.

4. Any member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold the Company, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's advisory board or committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spikeless shoes, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

5. Should any party bound by these Customs and Courtesies bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

## RESERVATIONS AND CANCELLATIONS

1. Dinner reservations may be required as determined by the Club. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations will be accommodated on an "as available" basis. A 24 hour notice is requested for parties of more than ten persons and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.

2. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.

3. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will not be accepted.

4. Reservations for dining will be held for only 15 minutes after the reserved time.

5. No member or committee shall plan or set dates for dining room activities without prior approval of the Club.

## CHILDREN

1. Unless permitted by the Club, children under 12 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.

2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.

3. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.

## ATTIRE

**General Attire** - It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when at Club Facilities, other than in the locker rooms and at the swimming facilities.

**Golf Attire** - Proper golf attire is required for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the pro shop before starting play.

## GUEST PRIVILEGES

Guest privileges may be extended under the customs established by the Club from time to time. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees. The Club shall establish from time to time the rate of the daily guest fees, charges and the customs and courtesies for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn

or revoked at any time for reasons considered sufficient by the Club, in its sole discretion. All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in a member's residence. A member's short term rental guests are not houseguests and do not have access to the Club Facilities except as set forth in the "Rental Guests" section of the Membership Plan. All other guests of a member shall be considered day guests.

## **DAY GUESTS**

1. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to establish, alter or revise the limit on the number of guests that are invited or are sponsored by a member on any given day and the number of times a particular person may use the Club Facilities as any type of guest per membership year in its sole and absolute discretion.

2. A non-member property owner of the Community may use the Club Facilities as a day guest a maximum of four times each membership year other than participation in a member guest event, regardless of sponsoring member.

3. All day guests must be accompanied by the sponsoring member while using the Club Facilities unless the Club determines otherwise.

4. A particular individual using the Club Facilities as a guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club.

5. Guest charges for any services will be charged against the sponsoring member's credit card (or club account if established). Cash payments are not permitted.

6. Guest privileges may be limited by the Club, from time to time, in the sole discretion of the Club. Notice of such limitation will be given by the Club.

7. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

## **HOUSEGUESTS**

1. Houseguest privileges will be extended to guests of a member while that guest is residing in a member's residence.

2. Houseguests must be registered by the sponsoring member with the Membership Office, prior to the arrival of the guests. Application forms requesting houseguest privileges may be obtained from the Membership Office. To provide privileges for a houseguest, the sponsoring member must initiate the application for houseguest membership at least five business days prior to the arrival date of the houseguest.

3. Guest cards for houseguests will be issued for the length of stay, up to a maximum of two weeks and four weeks in aggregate in any membership year. At the expiration of the card, renewals of houseguest privileges will be granted at the discretion of the Club.

4. Houseguests are permitted to use the Club Facilities unaccompanied by the member in accordance with the customs and courtesies adopted by the Club from time to time.

5. Houseguests will be charged a temporary houseguest membership fee for each one week period in addition to all daily use fees as determined from time to time by the Club.

6. The sponsoring member does not have to give up membership rights for the period of time the houseguest is in residence.

7. The houseguest, upon approval of the Club, will be issued temporary charge privileges. The houseguest will have the opportunity to pay his or her charges at the Club at the end of his or her stay. The sponsoring member is responsible for all charges made by his or her houseguests which are unpaid after the customary billing and collection procedure of the Club.

8. The Club must be notified of a cancellation at least two days prior to the arrival date of the houseguest. Failure to advise the Club of a cancellation may result in the member's club account being charged the full houseguest fee.

9. Houseguests must have their guest card with them at all times while using the Club Facilities.

10. The Club reserves the right to require identification by each houseguest.

11. Houseguest privileges may be limited by the Club, from time to time, in the sole discretion of the Club. Notice of such limitation will be given by the Club.

12. The Club may deny any member who abuses the houseguest privileges, such as by applying for houseguest privileges for rental guests, any future houseguest privileges.

13. The sponsoring member shall be responsible for the conduct of a houseguest while at the Club. If the manner, deportment or appearance of any houseguest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such houseguest to surrender the guest card and leave the premises of the Club.

## **GENERAL GOLF CUSTOMS**

To better control golf play during prime-time periods, the management of the Club may designate "primary playing times" from time to time when only the primary member {and spouse} designated by the member in his or her Membership Agreement, will be entitled to use the golf facilities. Members of the primary golf designee's immediate family will have the same golf privileges as the primary golf designee during all times other than primary playing times.

1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the customs of the Club, except when in conflict with local rules or with any of the customs herein.

2. "Cutting-in" is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.
3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.
4. Speed of play: It is the goal of all players to complete their round in less than four hours. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. The Club will monitor the pace of play by the G.P.S. system. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The ranger has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the course.
5. If a player is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.
6. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the starter to resume play.
7. All tournament play must be approved in advance by the Golf Professional.
8. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.
9. Repair all ball marks on the green.
10. Repair all divots.
11. Searching for balls other than those played by members of the group is not allowed on the course at any time.
12. Each player must have his or her own set of golf clubs.
13. Proper golf attire is required for all players, as previously described.
14. If lightning is in the area, all play shall cease. Although the pro shop staff may warn players about lightning in the area, of which it is aware, the Club does not assume any duty to detect lightning and warn them. If Club personnel warn players about potential lightning in the area, players must stop play immediately.
15. Jogging, bicycling, fishing or recreational walking is not permitted on the golf course at any time without prior written permission from the Club.
16. No beverage coolers are permitted on the course unless provided by the Club.
17. "Discontinued Play" Policy: less than three holes played - full 18 hole credit; less than 12 holes played - nine hole credit.



18. Twosomes may play at the discretion of the pro shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.

19. Twosomes and singles shall be grouped with other players, if available, at the discretion of the pro shop.

20. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the pro shop. Singles should not expect to play through other groups and should not exert any pressure on groups ahead.

21. Groups of five or more players shall only be permitted on the golf course with the permission of the pro shop.

22. Walking is permitted during times designated by the pro shop.

## **HOURS OF PLAY**

The hours of play and pro shop hours shall be posted in the pro shop. The pro shop shall determine when the golf course is fit for play.

## **GOLF STARTING TIMES**

1. All players must have a starting time reserved through the pro shop. The staff shall assign the starting time depending on availability.

2. Full Golf Members will have 28-day advance sign-up privileges and all others (Full Sports Members, Lodging Guests and general public) shall have seven days. The Club reserves the right to limit the tee times any member may have reserved at any time in its sole and absolute discretion.

3. Starting times may be made in person by phone during pro shop hours, or on the Club's website.

4. Starting time changes must be approved by the pro shop.

5. Players who fail to cancel their starting time one hour prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Club from time to time and may lose advance sign-up privileges.

6. Members should notify the pro shop of any cancellation as soon as possible.

7. The Club reserves the right to install an automated tee time reservation system for tee time reservations.

## **REGISTRATION**

1. All members and guests must register in the pro shop before beginning play and all members shall present their membership cards at registration.

2. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

## **PRACTICE RANGE**

1. The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the Club's discretion.

2. Range balls are for use on the practice range and may not be used on the golf course. You may not use your own golf balls on the driving range.

3. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.

4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.

5. Proper golf attire is required at all times on the practice range.

6. Ball shaggers are not permitted.

7. Lessons by unauthorized professionals are prohibited.

## **GENERAL GOLF CART CUSTOMS**

1. The use of golf carts is mandatory when posted.

2. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the pro shop.

3. Golf carts may only be used on the golf course when the course is open for play.

4. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.

5. Only two persons and two sets of golf clubs are permitted per golf cart.

6. Obey all golf cart traffic signs.

7. Always use golf cart paths where provided.

8. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.

9. Never drive a golf cart through a hazard.

10. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by the member, a family member or a guest of the member shall be charged to the member. Each member and guest of the Club shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by

the member, his or her family members or guests or guests of the Club, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.

11. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the member's, his or her family members' or guests' use and operation of the golf cart.

12. "Course closed" or "hole closed" signs are to be adhered to without exception.

13. Violations of the golf cart customs may result in loss of golf cart privileges and/or playing privileges.

### **PRIVATE GOLF CART CUSTOMS**

The following customs and courtesies apply to the operation of privately-owned golf carts of members who own a home in the Community:

1. Private golf carts are permitted in the Community subject to these Customs and Courtesies established by the Club from time to time. The right to use a private golf cart is a non-transferable and non-assignable personal right. Private golf carts may be used only by persons who own a home in the Community.

2. Private golf carts must be annually approved by the Club as complying with the appearance and other standards set forth herein and as may be determined from time to time by the Club. The Club may require routine maintenance to be performed on privately-owned golf carts.

3. The Club will establish from time to time the safety specifications that all privately-owned golf carts must meet. All privately-owned golf carts must include a rearview mirror, reflectorized warning devices in both the front and rear of the golf cart and any other safety equipment required by the Club from time to time.

4. The personalization of private golf carts, such as names or logos, shall not be permitted by the Club. All private golf carts shall be four wheeled, electrically powered, and must conform with the Club's specifications, including:

- design;
- color;
- model; and
- manufacturer.

5. All golf cart owners agree to comply with the customs and courtesies established by the Club as they may be amended from time to time.

6. Golf cart owners, when playing together, or with a non-cart owner, must abide by the customs of one golf cart for every two players.

7. A trail fee for privately-owned golf carts will be established, and may be changed, from time to time, by the Club. The trail fee will be billed on a membership year basis with January 1<sup>st</sup> the effective date. The trail fee is non-refundable. The trail fee shall not be prorated, except for the first year a member applies for private cart privileges.

8. Trail fee privileges are for the benefit of the golf cart owner and members of his or her family. Guests playing with the golf cart owner shall be required to pay the golf cart fee established from time to time by the Club.

9. All golf cart owners must store their cart in a garage serving their home or in other areas specifically designated by the Board of Directors for the Community's master association as golf cart parking areas. No golf cart shall be placed, parked or stored on the lawn or driveway of any home.

10. All golf cart owners shall be required to sign a release of liability agreeing to hold the Company, the Club, the Association and affiliates harmless as a result of any loss or damage relating to the operation of the golf cart.

11. Each year a resident using a private golf cart shall be required to provide the Club with a certificate of insurance stating that the operation of the golf cart is covered by a liability insurance policy of the resident with policy limits in such amounts determined by the Club from time to time. The resident shall name as an additional insured on such policy those parties requested by the Club from time to time and shall require that such policy provide that it can only be cancelled upon 30 days prior written notice to the Club.

12. Members using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the member, his or her family or guests, and the member shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of the Club.

13. In the event a golf cart operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify the relevant homeowners association's security house force and the appropriate law enforcement agency.

14. Golf carts may only be used during daylight hours.

15. Private golf carts are only permitted to be used on or in the Club's golf course or club property upon the execution of a private golf cart agreement with the Club.

16. An identification number and a yearly decal will be issued to private golf cart owners upon the signing of a private golf cart agreement, providing of a certificate of insurance and payment of an annual trail fee to the Club. Annual decals should be placed on the front of the golf cart in clear view.

17. Residents using a private golf cart are required to ensure that their private carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations.

18. Violations of these Customs and Courtesies may result in the revocation of private golf cart privileges.

19. Coolers are not permitted on private golf carts, unless provided by the Club.

## **HANDICAPS**

1. Handicaps are computed under the supervision of the pro shop in accordance with the current USGA Handicap System.

2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the pro shop.

3. Members are responsible for turning in all their scores on a daily basis. Any member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The pro shop shall assist any members needing help with the posting procedures.

4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The pro shop shall determine if there are violations by members in turning in their scores.

5. The Club reserves the right to adjust handicaps for Club tournament play. The Club also reserves the right to deny any member entry into tournament play for handicap manipulation.

## **GOLF COURSE ETIQUETTE**

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Here are some suggestions:

1. Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.

2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.

3. Be sociable, but reserve your extended conversations for the clubhouse.

4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee, in order to save significant time. Never leave the golf cart in front of the green where you will have to go back and get it while the following players wait for you to move on.

5. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in your group are playing from the next tee.

6. If you are not holding your place on the course (see General Golf Customs), allow the players behind to play through. Do the same if you stop to search for a lost ball.

7. The golf rangers will report slow play and all breaches of golf etiquette to the pro shop. Appropriate action will be taken by the pro shop personnel.

## **LOCKER ROOM FACILITIES**

1. Members must check in at the locker room reception desk of the Spa.

2. Day lockers are available on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for keys which are not returned.

3. We recommend you not bring valuables into the Spa. Each person entering the Spa assumes liability for the loss of any items stored in a locker or common closet.

4. For members' convenience, robes, slippers and workout clothing can be checked out at the locker room reception desk. The removal of these items from the Club premises shall subject the member, visitor, or guest to expulsion from the Club, and the charges for the replacement costs thereof.

5. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

## **GENERAL FITNESS CUSTOMS**

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's facilities as determined from time to time.

2. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.

3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.

4. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

5. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.

6. A completed and signed health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.

7. All members and their guests must sign in at the front desk.
8. Guest fees may be charged for use of the fitness facilities. If fees are established, the member's account will be billed.
9. All weights and pieces of equipment must be returned to their proper places at the completion of use.
10. Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the fitness facility and in the aerobics studio. No black-soled shoes shall be permitted at the fitness facility.
11. Pregnant women should not use those fitness facilities that would elevate their core body temperature.
12. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises.
13. Members, family members and guests assume full risk of loss and responsibility for damage to their health.
14. No bare feet are allowed outside of the steam and sauna treatment areas.
15. No clothing or personal articles may be stored under benches or in the common areas.
16. Children under 16 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.
17. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.
18. Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow members.
19. All jewelry must be removed prior to exercising.

MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH.

#### **4 SEASON CODE OF CONDUCT**

1. Be Respectful to Others.
2. Be a Steward of the Environment.
3. Leave No Trace - No Littering.
4. Smoking in designated areas only.

5. We Will Not Tolerate Bullying.
6. We Will Not Tolerate Harassment.
7. We Will Not Tolerate Disparaging Remarks, Offensive Symbols or Behaviors by Team Members OR Guests.
8. Observe the Skier Responsibility Code.

#### **WINTER RESPONSIBILITY CODE**

1. Always stay in control, and be able to stop or avoid other people or objects.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

#### **PARK SMART/SMART STYLE**

1. Freestyle Terrain may contain jumps, hits, ramps, banks, fun boxes, jibs, rails, half pipes, quarter pipes, snowcross, bump terrain and other constructed or natural terrain features.
2. PRIOR to using Freestyle Terrain, you are responsible for familiarizing yourself with Freestyle Terrain and obeying all instructions, warnings and signs.
3. Freestyle skills require maintaining control on the ground, and in the air.
4. Start small - work your way up. Build your skills.
5. Make a plan - Every feature. Every time.
6. Always look - Before you drop.
7. Respect - The features and other users
8. Take it easy - Know your limits. Land on your feet.



## SLEDDING POLICY

Sledding is prohibited on Resort area property. Especially on ski runs/terrain.

## WINTER UPHILL TRAFFIC POLICY

1. Uphill traffic is prohibited during business hours. Uphill traffic will be allowed at designated times beginning when our Snowmaking efforts are complete for the season (February 1). **Uphill traffic and skier traffic will be allowed on Serenity and Waltz ONLY.**

2. Daily operations hours are from 9am – 4:45pm. Uphill traffic is **not** allowed during this time. Once we open for uphill traffic, uphill hours will be from 5am-8am and 5pm – 8pm.

3. Policies

- Uphill traffic must remain visible at all times, including during hours in which it is dark. Uphill traffic must stay on the side of the trail and single file. We strongly suggest lights and reflective clothing.
- We will issue a reflective band along with your uphill pass which will be visible at all times. This is for safety and to identify eligible uphillers.
- Uphill traffic must be aware the slopes are in use 24 hours a day, and to be on guard for snowmobiles and snow cats.
- Uphill traffic must be aware of downhill traffic.
- Uphill traffic may be restricted or closed during winch cat operations, avalanche mitigation efforts or any mountain construction or safety concerns.
- Uphill traffic must obey all on-mountain signage, including closed runs and rope closures.
- Carrying children or babies in backpacks or carriers is not permitted.
- Uphill traffic is limited to Waltz to Mid-Mountain Only. No uphill traffic above Mid-Mountain or in Wildwood area.

## SUMMER RESPONSIBILITY CODE

## MOUNTAIN BIKING SAFETY AND POLICIES

1. Always stay in control. You're responsible for avoiding objects and people.
2. Know your limits. Ride within your ability. Start small and work your way up.
3. Protect yourself. Use an appropriate bike, helmet, and protective equipment.
4. Inspect and maintain your equipment. Know your components and their operation prior to riding.
5. Be lift smart. Know how to load, ride and unload lifts safely. Ask if you need help.

6. Inspect the trails and features. Conditions change constantly; plan and adjust your riding accordingly.
7. Obey signs and warnings. Stay on marked trails only. Keep off closed trails and features. Ride in the direction indicated.
8. Be visible. Do not stop where you obstruct a trail, feature, landing or are not visible.
9. Look and yield to others. Look both ways and yield when entering or crossing a road or trail. When overtaking, use caution and yield to those ahead.
10. Cooperate. If involved in or witness to an incident, identify yourself to staff.

## **SUMMER UPHILL POLICY**

**Uphill travel is not allowed at Tamarack Resort on our lift served trails.**

## **DRONE POLICY**

1. Due to safety and privacy concerns, Tamarack Resort prohibits the operation or use on or above Resort property of unmanned aerial systems, or drones, by the general public—including model aircraft by recreational users and hobbyists—without the prior written authorization from the Resort. This prohibition includes drones used for filming or videotaping, as well as any drone use by media or journalists operating above or within the area boundaries. This prohibition extends to any devices launched or operated from Resort property, as well as any launched from private property outside of the Resort boundaries. Please contact a resort representative if you have any questions or if you seek prior authorization to operate any such devices.
2. Any authorized operation of drones on or above Resort property will be governed by Federal Aviation Administration (FAA) rules and regulations, local law enforcement, (and / or State and U.S. Forest Service rules), as well as those policies separately established by this Resort, which may include certification, training, insurance coverage, indemnification requirements, and waivers or releases of liability. The FAA Summary of Small Unmanned Aircraft Rule (Part 107) is available here. The required authorizations, regulations and rules generally require an application to the FAA, FAA certification, substantial training, and many restrictions covering safety and national security, and other requirements.
3. Any violation of this policy may involve suspension of your access privileges to the Resort, or the revocation of your season pass, as well as confiscation of any prohibited equipment, and may subject violators to any liability for damages, including, but not limited to, damages for trespass, violations of privacy, and physical injuries to persons and/or property, as well as legal fees.
4. Please contact [skitam@tamarackidaho.com](mailto:skitam@tamarackidaho.com) to inquire about getting permission or call Tamarack Security at 208.325.1066 for questions/concerns.

We would like to thank all members in advance for helping our staff in making your Club a safe and happy environment. If at any time you may have any questions regarding the Club's Customs and Courtesies, please do not hesitate to let the staff know.

All Customs and Courtesies are subject to change from time to time without notice.