

PROMONTORY CLUB  
RULES AND REGULATIONS

August 2022

Summit County, Utah

# SUMMARY OF PROMONTORY CLUB MEMBER GUIDELINES

## HOW TO USE YOUR MEMBERSHIP PRIVILEGES AT PROMONTORY

- Download and install the Promontory app on your smartphone. Promontory will serve as Member identification and is also the method for setting tee times, restaurant reservations, tennis times, Gate Passes, and checking the Club calendar.
- Upload a current photo for all active immediate family members on the Membership.
- Connect to Promontory's Members website. The same reservations, calendars, and Club information is also available on our Members-Only website: <https://members.promontoryclub.com/>

## HOW TO REPORT A COMPLAINT

- In the event that a member feels the need to make a complaint, whether related to Club operations in general or to a specific employee, it must be done in writing, signed and addressed to the Club Director. Please do not verbally express your complaint to anyone.
- Members and guests may not abuse, reprimand or discipline any Club or Conservancy employees. If you feel an employee is unsatisfactory, please report this directly to Club Management. Club Management includes the following:
  - Kelli S. Brown, Promontory General Manager, 435.333.4025, [kbrown@promontoryclub.com](mailto:kbrown@promontoryclub.com)
  - Val Hardcastle, Promontory Director of Club Operations, 435.333.4219, [vhardcastle@promontoryclub.com](mailto:vhardcastle@promontoryclub.com)
  - Neil Jones, Promontory Director of Golf, 435.333.4051, [njones@promontoryclub.com](mailto:njones@promontoryclub.com)

## GENERAL CLUBHOUSE ETIQUETTE

- Pets are not permitted on the Club Facilities-except with Club permission (*e.g.*, service animal).
- .
- Smoking is not permitted inside the clubhouses or within the pool-area enclosure.
- Please do not verbally disparage others for any reason, including, without limitation, race, color, religion, sex, national origin, age, handicap, sexual orientation or marital status.
- Members and Club Employees must be treated with respect at all times.
- Watch children closely and keep commotion within reason. Children under 14 years of age are not permitted on Club premises unless accompanied by a responsible adult.
- All members should adhere to all general Club rules regarding all amenities, including the pools, tennis courts, the Alpine Lodge, PC Lodge, Equestrian Center, Beach Club, Luke Ridge Tubing Hill, and fitness centers.

## GOLF COURSE ETIQUETTE

- Please refer to the Book of Golf, updated and published annually, for a full description of all current golf policies and procedures.
  - Proper golf attire is required, and all Full members and their accompanied guests should check in at the appropriate Golf Clubhouse prior to play. At check-in, all players will be provided with all pertinent rules and information pertaining to their golfing day at Promontory.
  - "Cutting-in" is never permitted.
  - Avoid slow play at all times, but allow those who are completing the course faster to pass through.
  - Please complete your round within 4 hours and 10 minutes as a courtesy to other golfers.
-

- Follow all golf cart rules.
- Golfers must take responsibility for property damage they cause while golfing.

#### **BEHAVIOR, DRESS AND DISCIPLINE**

- Verbal disparagement of other members or Club employees for any reason is inappropriate.
- Rudeness and/or unscrupulous behavior is unacceptable.
- Please dress in a fashion that befits the clubhouses and activities. Shirts and shoes must be worn at all times in all clubhouses. Please refer to the general Club rules for policies regarding appropriate attire in each facility.
- It is at the sole discretion of Club management to take disciplinary action with regard to members for violation(s) of Club policies, which may include, but are not limited to: Improper behavior or dress, failure to pay membership dues/charges, abuse of Club employees or other members, and/or failure to abide by Club rules.

**All members are responsible for their own conduct and the conduct of their guests. If Club management believes a member or their guest has executed poor conduct, the member may be reprimanded, fined, suspended or expelled from the Club and all privileges associated with Promontory Club membership will be suspended or terminated.**

---

# TABLE OF CONTENTS

Summary of Promontory Club Member Guidelines .....	i
How to Use Your Membership Privileges at Promontory .....	i
How to Report a Complaint.....	i
General Clubhouse Etiquette .....	i
Golf Course Etiquette.....	i
Behavior, Dress and Discipline.....	ii
<b>PREAMBLE .....</b>	<b>- 1 -</b>
<b>GENERAL CLUB RULES .....</b>	<b>- 1 -</b>
Membership Identification.....	- 3 -
Member Contact Information.....	- 4 -
Club Services and Activities .....	- 4 -
Resignation of Membership .....	- 5 -
Discipline.....	- 5 -
<b>FINANCIAL RESPONSIBILITY .....</b>	<b>- 8 -</b>
Member Dues and Charges.....	- 8 -
Gratuities.....	- 9 -
Loss or Destruction of Property or Instances of Personal Injury.....	- 9 -
Dining Reservations .....	- 10 -
Clubhouse Use.....	- 11 -
Children.....	- 11 -
Attire .....	- 12 -
Guest and Extended Family Privileges.....	- 13 -
Conditions of Guest and Extended Family Use of Club Facilities .....	- 14 -
Guest and Extended Family Use Procedures.....	- 17 -
<b>GENERAL GOLF RULES .....</b>	<b>- 19 -</b>
Hours of Play.....	- 21 -
Golf Starting Times .....	- 21 -
Registration.....	- 22 -
Practice Range.....	- 22 -
Golf Cart Rules.....	- 22 -
Handicaps.....	- 23 -
Golf Course Etiquette .....	- 24 -

---

**GENERAL TENNIS RULES..... - 24 -**

**GENERAL POOL RULES ..... - 25 -**

**GENERAL FITNESS RULES ..... - 27 -**

**RULES FOR OTHER CLUB AMENITIES ..... - 28 -**

    General Lodge Rules..... - 28 -

    General Shed Rules ..... - 29 -

    General Beach Club and Saddle Lake Rules ..... - 30 -

    General Luke Ridge Tubing Hill Rules ..... - 32 -

## **PREAMBLE**

*These Rules and Regulations have been established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of persons using the Club Facilities. They are not intended to deal with all conceivable issues that may be presented for governance. 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 Rules and Regulations from time to time as it determines appropriate at its sole discretion.*

## **GENERAL CLUB RULES**

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they are amended from time to time.
  2. All members must check in with their individual member number and picture ID through the app when using the Village Clubhouse, the Beach Club, The Shed, the Nicklaus Fitness Center, the Alpine Lodge at Deer Valley, the PC Lodge, and other amenities.
  3. 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/or any clubhouse to hold promotional events, private events, and tournaments subject to the provisions of the Membership Plan.
  4. Performance by entertainers will be permitted in the Club Facilities only with the permission of the Club.
  5. Dining room activities for groups will be permitted only with the permission of the Club.
  6. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by law. The Club reserves the right, at its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
  7. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.
  8. 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.
  9. 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.
-

10. 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.
11. 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.
12. Members should not request special personal services from employees of the Club or Conservancy who are on duty or the personal use of the Club's or Conservancy's furnishings or equipment which are not ordinarily available for use by members.
13. 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 (except at Bark City and specifically identified off leash trail). Members are responsible for damage caused by an animal owned by the member or under the member's control.
14. Cellular telephone use shall only be permitted in the lobby areas of the clubhouses and for check in, and shall be prohibited in all other areas (*i.e.*, fitness, pool, locker rooms, dining area(s)) as deemed necessary by the Club from time to time, at its sole discretion. Anyone receiving a call in a cell-prohibited area will be asked to move to a permitted location to continue the call.
15. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club, the Conservancy and any employees must be in writing, signed and addressed to the Director of Club Operations or General Manager.
16. Members and their guests may not berate or abuse any of the Club and Conservancy employees, verbally or otherwise. All service employees of the Club and Conservancy are under the supervision of the General Manager and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.
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 is permitted only in designated areas and never within buildings or within the pool-area enclosure.
19. Fireworks are not permitted anywhere on Club property or adjacent areas unless as part of a fireworks exhibit organized and conducted by the Club or the Conservancy.
20. Firearms and all other weapons of any kind are not permitted on Club property at any time except when carried by security or law enforcement personnel on active duty.

21. Use of the Club Facilities may be restricted or reserved from time to time by the Club, and such use of any facility will always require Club member, family member and guest execution of Promontory's current Waiver and Release of Liability, as may be amended from time to time, at the sole discretion of the Club and/or Promontory.
22. Violation of any of these rules 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 Rules and Regulations.
23. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.
24. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap, sexual orientation or marital status.
25. A service animal and its owner will always be welcome in all Promontory facilities. A service animal is a guide dog, signal dog, or other dog individually trained to provide assistance to an individual with a disability. Staff may ask if the dog is a service animal required because of a disability, and what work or task has the dog been trained to perform. Utah law makes it a crime to falsely represent that an animal is a service animal. A pet or animal used solely to provide emotional support, well-being, comfort, or companionship is not a service animal and will not be allowed entrance to pet-free areas such as restaurants, pools, golf courses, etc. All dogs, including service dogs, must remain under control, on the floor, and on leash at all times except for times when the service dog must be off leash to do its job. If any Member is uncomfortable (or allergic) around such service dogs, they must notify Club service staff and staff will make every effort to accommodate all members.
26. Gambling of any kind is illegal in Utah and is not allowed in the Club. This includes friendly card games, golf course betting, etc. Gambling means risking anything of value for a return or risking anything of value upon the outcome of a contest, game, gaming scheme, or gaming device when the return or outcome: is based upon an element of chance; and is in accord with an agreement or understanding that someone will receive something of value in the event of a certain outcome.

### **MEMBERSHIP IDENTIFICATION**

1. The Club requires all members and immediate family who are eligible for membership privileges as provided herein to provide Membership identification through a smartphone app, along with the applicable membership number and letter. Membership identification will only be issued upon payment of dues by the member. Members and their families may be required to have their membership identification with them at all times while using the Club Facilities. Members are required to check in at most amenities using the Promontory app.
2. Membership identification may not be used by any person other than the member to whom it is issued. Membership identification credentials are not transferable. Members must re-verify their immediate and extended family on their Membership Agreement annually and ensure that Club waivers are signed for all members and family.



3. In order to protect members from improper charges, membership identification, including member numbers and letters will be required to be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of membership identification may be required prior to placing any order.
4. In the event of a compromised membership identification, the Club must be notified immediately. The member's Club account will be canceled and the Club will issue a new membership identification code. Until notification of identification loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A membership identification replacement fee may be charged for lost or stolen membership or in any situation where the Club account number is changed as determined by the Club.
5. 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 CONTACT INFORMATION**

1. Each member shall be responsible for filing with the Membership Office, in writing, his or her current e-mail and postal mailing address and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten (10) days after they have been mailed to the address on file with the Club. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed in such manner as the Club Manager 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 Rules and Regulations.

#### **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. Any Member wishing to host a gathering of 8 people or more at any Club or Conservancy Facility or event is required to make reservations with the Concierge or other appropriate personnel for available dates and arrangements. Event cancellations are required forty-eight (48) hours in advance, or are otherwise subject to a penalty in the amount of the facility use fee, total event fee, or another penalty fee, which fee amount will be determined by the Club, in its sole discretion.
3. Private functions are permitted at the Club only with prior permission of the Club. During the period of time between Memorial Day and Labor Day, the 2 weeks around Christmas, and President's weekend, the Club will not close any amenity for a private function benefitting only one Member – with the exception of the Outfitter's Cabin or either the Hearth or Peak on

their regular closed days. The individual sponsoring the function shall assume full responsibility for the conduct of guests. 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 by the Club from time to time, in the sole discretion of the Club. With approval from Club ownership, the Club will consider closing an amenity for a tournament or event where all Members are invited to participate.

The Club may offer private catering services from time to time, in its sole discretion. If and when such catering services are offered, members shall make all arrangements for such catering through the Club catering and events manager, and shall abide by the Club's specific catering policies then in effect (including but not limited to ordering off of the Club's established catering menu).

### **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 effective as of 30 days following the date the Club receives written notice of the members' resignation and the membership shall be deemed eligible for reissuance by the Club as of such effective date; provided, however, the resigned member shall continue to be liable for payment of dues until the membership has been reissued by the club to a replacement member, or for 6 months following the effective date, whichever first occurs.
2. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the member's Club account. The resigned member shall also remain liable for dues until the earlier of six months following the effective date of their resignation or, the reissuance of the resigned membership by the Club.

### **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 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, put on probation, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club.
2. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation:
  - a. Failing to comply with Club Rules and Regulations.
    - i. allowing membership identification to be used by another person to gain access to Club facilities,
    - ii. failing to pay any amount owed to the Club in a proper and timely manner,
    - iii. failing to follow dress codes, pet policies, and the like.

- b. Conduct that interferes with operations of the Club. Members of the Club are not permitted to interfere with the operation of the Club in any way, including but not limited to the following
  - i. Attempting to direct, influence, manage or interfere with an employee's activities;
  - ii. Encouraging an employee to do anything that violates Club rules or policies;
  - iii. Interfering with, contacting or attempting to influence by any means the Club service providers, vendors, or other entities doing business with the Club, including but not limited to, individuals or entities that provide any sort of service, whether professional or otherwise, or products to the Club;
  - iv. Interfering with, contacting or attempting to influence the Club's dealings with any entity having a material relationship with the Club, (such as golf organizations, club or course rating services, or club organizations; and
  - v. Interfering with or attempting to negatively affect the Club's relationship or reputation with other clubs, realtors, news organizations, publications or other interested third-parties that might tarnish the Club's reputation and brand;
  - vi. Failing to take and follow direction from safety staff while using Club facilities;
  - vii. Unauthorized parking and hazardous driving;
  - viii. Repeated no shows for Club reservations of facilities or events.
  
- c. Conduct detrimental to the reputation of the Club. The reputation of a club is among its most valuable assets. The following are among actions that can damage the Club's reputation:
  - i. Submitting false information on the Membership Agreement,
  - ii. Originating, forwarding or distributing written materials (including on social media or email) to Members or non-Members that (1) include harmful gossip, erroneous, malicious, threatening, disparaging, disrespectful, offensive or non-constructive critical comments of the Club, its members or employees and (2) are otherwise damaging to the reputation of the Club, its members or employees;
  - iii. Engaging in or supporting communications and activities that damage the reputation of the Club, its members or employees; and
  - iv. Actively financing, promoting or supporting individuals or groups who are perpetrating actions detrimental to the Club, its members or employees.
  - v. Acting in a manner incompatible with the accepted standard of conduct of the existing membership. This includes but is not limited to engaging in illegal or unscrupulous activities inside and outside of the Club.
  
- d. Conduct that impairs members enjoyment of the Club;
  - i. Engaging in rude, vulgar, threatening, harassing, or otherwise offensive or inappropriate behavior that disturbs others, interferes with the planning or conduct of a Club activity or event, or disturbs the enjoyment of the Club by Members and guests;
  - ii. Using rude, vulgar, threatening, harassing, defamatory, ridiculing, or otherwise offensive or inappropriate language (written or oral) or using similarly offensive or inappropriate gestures in the presence of Members and guests; and
  - iii. Interfering with or disrupting the enjoyment of membership in, or use of, the Club by other Members and guests, during participation in a Club activity or

event, or in situations (both on and off Club property) where such conduct is likely to create a hostile environment.

- e. Inappropriate conduct toward Club or Conservancy employees;
  - i. Threatening, disparaging or reprimanding an individual Club employee in any way to include verbal, written, by actions or attitude, or by other means;
  - ii. Engaging in any conduct generally considered harassment, sexual or otherwise, or by creating a hostile workplace;
  - iii. Attempting to direct, influence, manage or interfere with an employee's activities;
  - iv. Encouraging an employee to do anything that violates Club rules or policies;
  - v. Using rude, vulgar, threatening, harassing, defamatory, ridiculing, or otherwise offensive or inappropriate language (written or oral) or using similarly offensive or inappropriate gestures toward or in the presence of Club employees; and
  - vi. Engaging in inappropriate excessive relationship building with employees such that an employee is uncomfortable in serving that Member.

3. Club Members or employees who observe or are affected by any behavior of a member or guest that violates the standards of conduct and/or Rules and Regulations may make a complaint. Complaints may be verbal or in writing, and can be provided to a senior manager, or the General Manager. A timely complaint is encouraged. When the General Manager receives a complaint or otherwise becomes aware of an alleged violation, the typical process is as follows: The General Manager may cause a manager to investigate the incident to determine the facts of the case and the concerns of the affected members or employees. The member accused of the alleged rule violations or improper conduct may be invited to have a discussion about the incident and the Club's proposed disciplinary action with the General Manager and/or others in management. This discussion determines whether the incident can be resolved at this stage or referred to a hearing. The hearing will be conducted by the Club to allow the member 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. 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 meet with the General Manager or failure to pay in a proper and timely manner, dues, fees or any other amounts owed to the Club.

- 4. 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 terminate the membership, 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.

Any membership which has been terminated or resigned 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. The terminated member shall remain liable for payment of dues until the earlier to occur of six months from the date of termination, or the Club's reissuance of the terminated membership. Any unpaid dues or other charges incurred by the

terminated member may be deducted from any refund of membership deposit otherwise payable to the terminated member.

## **FINANCIAL RESPONSIBILITY**

1. Members shall pay all charges and dues when billed.
2. Any financial delinquency that persists more than three months after payment is due shall result in discipline up to and including suspension of the Membership. A financial delinquency that continues for six months or more shall result in termination of the Membership.
3. The Club can attach to and deduct from the Membership Deposit any dues, Club charges, late fees, transfer fees and other amounts which the member owes the Club. The Club may make this deduction at any time the member is more than 3 months delinquent. Once a deduction is made, the member must fully fund the Membership Deposit to be reinstated as a member in good standing or to transfer of the Membership to a third-party.
4. No Member may incur a Club balance higher than \$25,000.00 without pre-authorization from the Club which may require setting up automatic payment procedures with Member's credit card or bank account.

## **MEMBER DUES AND CHARGES**

1. Members' dues will be billed on a quarterly basis unless otherwise determined by the Club.
2. A member is entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments may or may not be permitted as determined by the Club from time to time.
3. All charges for purchases and services at the Club (other than those paid for with a credit card, if credit card payments are permitted), shall be charged to the member's Club account. There will be one payor for each membership account. The Club will not separately bill the individual members within a Membership account.
4. Club accounts shall be deemed delinquent from the date first billed if payment is not received within 30 days after the date of the monthly statement. Past-due bills will be subject to a minimum of one and one-half percent (1.5%) late payment charge (but not to exceed the maximum amount permitted by law) per month from the date of the monthly statement until paid in full. Members having past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.
5. The Club may require all dues, fees and charges incurred by a member to be billed to their credit card on file with the Club. The credit card company shall pay the dues, fees and charges to the Club. Quarterly, members will receive a written statement of their dues, fees and charges, which have been charged to their credit card. All members agree to promptly pay directly to the Club any amounts not paid by the credit card company upon written notice from the Club. If not paid within ten days after written notice from the Club, a late payment charge of a minimum of one and one-half percent 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.

6. If a member fails to pay any Club account within 30 days of when it is first billed, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 90 days from the date a Club account is first billed or repeated incidents of delinquency by a member may result in termination of membership in the Club.
7. If payment in full, including any reinstatement fees owed by a member, is received prior to the Club's terminating a membership, the member making payment shall be reinstated as a member in good standing.
8. 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, the posting of delinquent members' names in a prominent place in the Club facilities. 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.
9. The Club reserves the right to impose a food and beverage minimum and/or "no show" fee(s) for dining, event, private functions, and other Club-related reservations, which fee(s) are subject to change from time to time, in the sole discretion of the Club.

#### **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, catering services, and spa services. 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. Cash tipping is prohibited. The Club may add service charges to cart fees and food and beverage items.
3. 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 and Conservancy employees. Payment of such contribution will be voluntary and billed to the member's Club account. This Holiday Fund provides the members with an opportunity to show their appreciation to Club and Conservancy employees during the holiday season. Club management shall be responsible for the distribution of these funds.

#### **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 ninety (90) days or more (or an earlier date which may be specified by the Club from time to time, at its discretion) 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. 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.
3. 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, trails, pools, tennis, skating and other athletic facilities and/or playground or recreational equipment, 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 Promontory Investments, L.L.C. dba The Promontory Club, Promontory and Promontory-The Ranch Club (the "Company"), its affiliates, 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 therefrom or 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.
4. Should any party bound by these Rules and Regulations 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.

## DINING RESERVATIONS

1. 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.
2. 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 should be made at least 24 hours in advance. Larger reservations may require a set menu and will be accommodated on an "as available" basis.
3. Any and all dining reservations must be cancelled by noon on the day of the reservation to avoid a penalty fee, which fee is established by the Club and may change from time to time, in the Club's sole discretion (presently set at \$25 per person/max \$100). Cancellations need to be made through the Promontory app or by contacting the Reservation Team. Any private event cancellations must be made at least 48 hours in advance to avoid the Club's penalty fee,

which fee will be determined by the Club, in its sole discretion (presently set as the amount of the facility use fee and/or total event fee, at a minimum). Cancellation charges will be charged directly to the applicable member's account.

4. No member or committee shall plan or set dates for dining room activities without prior approval of the Club. For all functions held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis.
5. The Shed does not take dining reservations and is open to both Full and Social members. Advance reservations for dining at the Hearth Grille, located in the Pete Dye Clubhouse may be made by both Full and Social members. Reservations for The Peak, located in the Nicklaus Golf Clubhouse may be made anytime by Full members and their immediate families. Social members may not dine in the Peak during golf season unless as an accompanied guest of a full member. Outside of golf season, social members are allowed to dine in the Peak but are restricted to making dining reservations no more than 48 hours in advance. Any and all reservations for dining will be held for only 15 minutes after the reserved time.
6. A corkage fee, which amount is determined at the Club's sole discretion, shall be charged for all wine brought into the dining rooms of the Club. Open container drinks will never be permitted to enter or exit dining areas of the Club.

## CLUBHOUSE USE

1. Full Members will be entitled to use all of the golf, tennis, swimming, fitness, social and trail riding facilities of the Club (excluding the private equestrian center facilities), and will be granted preferred dining reservation and use privileges in the Pete Dye Canyon Golf Clubhouse for their families and guests as well as exclusive use and dining privileges in the Nicklaus Golf Clubhouse during golf season. Certain use privileges, including, without limitation, use of the Nicklaus Golf Clubhouse, golf course, and fitness studio, Lavender Spa and Peak Lounge and preferred dining reservations in the Dye Golf Clubhouse are reserved exclusively for Full Members, which exclusivity may change from time to time, at the Club's sole discretion. For example, the Club reserves the right, from time to time, and in its sole discretion, to allow off-season dining and/or other use privileges in The Peak and Nicklaus Clubhouse for Social Members and/or real estate prospects.

## CHILDREN

1. Unless permitted by the Club, children under 14 years of age are not allowed at the Club Facilities (children 12 and under may go to the Kids Club 4-12 and related facilities) unless accompanied and supervised by an adult. Children using the Kids Club 4-12 must be registered with the attendant by a responsible parent or guardian.
2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult in compliance with Utah liquor laws.
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 on Club premises, except when using pool and spa facilities. Shirts must be tucked in at all times while on any of the golf courses or in any of the Club's extended facilities (i.e., any of the clubhouses, ranges, etc.) unless the shirt/blouse is specifically designed to be worn untucked. Juniors are always required to have their shirts tucked in while golfing or on the practice range. Trousers or shorts should always be worn in a manner as to not expose underclothing. Children over the age of six are expected to comply with these dress requirements. Nothing in this section is intended to require a person to modify their dress in violation of the person's sincerely held religious beliefs.

Restaurant Attire – Please dress appropriately for a fine dining experience as a courtesy to fellow members. Proper attire (including shoes) is required for all diners. Proper attire shall mean the following, and shall be enforced by the Club staff as appropriate, at its sole discretion:

- Men: Golf mock-necked shirts and/or shirts with collars and sleeves are appropriate. Slacks, blue jeans or Bermuda shorts of mid-thigh length is considered appropriate attire. Examples of attire not permitted: tank tops, tee shirts of any kind, shirts with graphics (whether small or large) which could be deemed offensive by the Club, at its sole discretion, mesh shirts, sweat pants, warm-up suits, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts. Baseball caps, trucker hats, golf hats, visors, and casual headwear must always be removed in the dining room of The Peak and The Hearth after 5:00 pm. Dress Hats when part of an ensemble will be permitted.
- Women: Dresses, skirts, skorts, slacks, Capri pants, mid-length shorts and sleeved or sleeveless blouses are considered appropriate attire. Examples of attire not permitted: indiscrete halter tops, shirts with graphics (whether small or large) which could be deemed offensive by the Club, at its sole discretion, mesh shirts, cut-offs, sweat pants, warm-up suits, swim wear, tennis dresses, short shorts, or other athletic shorts. Baseball caps, golf hats, trucker hats, visors, and casual headwear must always be removed in the dining room of The Peak and The Hearth after 5:00 pm. Dress Hats when part of an ensemble will be permitted.
- Shoes: Flip flops, sandals, and/or shoes without socks are not permitted in the dining room. An exception may be made for dress sandals or dressy flats/heels, at the sole discretion of Club staff. No tennis shoes, sneakers and/or golf shoes are allowed in the Hearth Grille or The Peak dining rooms during dinner service hours, which are typically 5 pm to closing.

Golf and Sportswear Attire – Proper golf attire is required for all players whether using the golf courses, practice facilities or clubhouse facilities. Proper attire shall mean the following:

- Men: Golf mocks or shirts with collars and sleeves and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Examples of attire not permitted:

tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits and/or work-out attire, blue jeans, swim wear, short shorts, cut-offs, gym shorts, tennis outfits or other athletic shorts.

- Women: Dresses, skirts, skorts, slacks, Capri pants, mid-length shorts and sleeved or sleeveless blouses are considered appropriate attire. Examples of attire not permitted: halter tops, tee shirts, cut-offs, sweat pants, warm-up suits and/or work-out attire, blue jeans, swim wear, tennis dresses, short shorts, or other athletic shorts.
- Note: Junior golfers must have shirts tucked in while on the golf course and practice facilities at all times. All headwear must be worn in a forward-facing position while golfing, and must be removed upon entry to the Hearth Grille and/or The Peak.
- Golf Shoes: Appropriate “soft spike” or otherwise Club-approved golf shoes are required for all golfers. Metal spike, football, soccer or other large knobby spike shoes are not allowed. Tennis shoes or other soft sole shoes are subject to the approval of the Golf Professional on duty.

This dress code is mandatory 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 Golf Shop before starting play or using the practice facilities.

Tennis Attire - Proper tennis attire and proper athletic attire, as determined by the Club Director of Club Operations, is required at all times. Colors are permitted. Examples of attire not permitted: T-shirts with graphic designs, undershirts, fish net shirts, cut-offs, bermudas, jams, blue jeans, bathing suits, gym shorts, slacks and walking shorts. Regulation tennis shoes are required as a prerequisite to using the courts.

Shed Basketball Court Shoes - Proper athletic socks and shoes are required when using the Shed basketball court. Individuals without proper footwear will not be allowed to use the facility.

## GUEST AND EXTENDED FAMILY PRIVILEGES

Guest and extended family privileges are offered only under the rules established by the Club as amended from time to time. Although it is the intention of the Club to accommodate guests and extended family without inconvenience to the members, the Club limits the number of guests and extended family members that are invited by member(s) on any given day or over the course of a membership year, and the Club also reserves the right to limit the number of times a particular guest or extended family member may use the Club Facilities, including golf course(s), in any given membership. Guest and extended family privileges contained herein do not apply to the private Promontory Equestrian center which will have its own governing rules and procedures applicable to Equestrian members, their families, and guests.

The Club shall establish from time to time the rate of guest and extended family Club use fees and golf charges, as set forth in the Schedule of Dues, Fees, and Charges. Guest and/or extended family privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Club, at its sole and absolute discretion. The Club reserves the right, from time to time, to limit the availability of golf playing days and/or starting times for guests and extended family members, as dictated by the pace of play and other factors. All guests and extended family members either shall

be accompanied by a member or shall be appropriately member-sponsored, if they are unaccompanied.

1. All Rental Guests and Long-Term Lessees must sign a waiver to use the Club Facilities.
2. Only Properties classed as Resort properties by the County may offer short-term or nightly rentals.
  1. Only Properties in the Promontory Home Services Rental Pool may give access to the Promontory Club Amenities.
    1. All Bookings for these properties are managed solely by the Promontory Home Services Rental Management.
    2. No owner may advertise or otherwise book these homes for rental guests
  2. Any Resort property not in the Home Services pool, may rent their property via AirBnB or VRBO or others, but may not give access to any Club amenity.
3. All other properties classed as Incentive Density or Custom may Lease their home but not for a period shorter than ninety (90) days in duration.
4. Any property Leased for twelve (12) months or longer, where the Owner holds a Membership in Promontory Club, may offer their Lessee the opportunity to acquire a Social Invitational Membership in the Club.
  1. These Invitational Memberships must be applied for and all standard Promontory Club application procedures apply.
  2. These Invitational Memberships require the payment of the deposit, as well as monthly dues and charges.
  3. Invitational Memberships are recallable by the Club upon 90-days; prior notice.

## CONDITIONS OF GUEST AND EXTENDED FAMILY USE OF CLUB FACILITIES

1. Lodges are for accompanied guests and extended family members only with a limit of two guests per membership per day and no guests during blackout periods. Members may invite their accompanied guests and extended family to use Club Facilities, including the PC Lodge and Alpine Lodge, according to the rules set forth below, only in accordance with the privileges of the sponsoring member's category of membership and in accordance with the Club Rules and Regulations, upon the payment of applicable daily and/or weekly guest/extended family use fees, and upon the completion of the Club's current Waiver and Release of Liability for each guest, which shall be obtained from the Club. The Club limits the number of members' guests and the number of times a particular guest may use Club Facilities within a given membership year, and the Club may limit guest privileges at its sole discretion.
2. Members must notify Gate House staff of their incoming guests through the Club website or by phone to the Gate House. The Promontory Club and Conservancy Gate House staff may refuse entrance to a guest of the Member if it cannot be determined that the guest has been authorized to drive in Promontory. A courtesy phone call will be made to the primary member before turning the guest away.

3. Promontory Club does not allow any unaccompanied guests, except within the following three exceptions:
  - a. Full Members, only, will be allowed 7 days a year to host up to 4 unaccompanied guests.
  - b. Social or Full Members whose properties are short-term rentals managed by Promontory Home Services are allowed to host unaccompanied guests in the Club who are renting their cabin/villa as long as those guests are properly individually registered using the Guest Authorization Form. No rental guest may have more than seven days access to club facilities per year. Fees apply, see Fee Schedule. Use is subject to blackout dates. Renters who are Members in good standing who own property in Promontory are not required to register.
  - c. Extended Family of Members who are designated as such on the Membership Agreement may also be unaccompanied if they are properly registered using the same Guest Authorization Form. Each Membership is limited to 16 Extended Family (adults and children), if applicable. Daily or weekly fees will be charged.
4. All members must register their unaccompanied guests and extended family members with the Concierge by filling out the Guest / Extended Family Use Authorization form and paying the applicable fees. Use restrictions and blackout dates are identified on the Promontory Club Access table attached hereto. All unaccompanied sponsored guests and extended family are allowed to access amenities at a social member level of privileges.
5. To participate in the Promontory Home Services short-term rental program, a Member must a) own a property that is either designated a "Resort Unit" on the applicable subdivision plat, OR designated an "Incentive Density Unit" that has a recorded supplemental declaration expressly allowing short term rental; b) obtain any required permits or licenses from Summit County; and c) meet the property condition requirements of Promontory's Home Services short term rental program, as amended from time to time.
6. Access to and use of any Club Facility by Members, guests, and extended family is outlined in the Promontory Club Access Privileges Table. Blackout periods shall include, at a minimum, the two weeks on either side of Christmas Day (December 25<sup>th</sup>), Independence Day (July 4<sup>th</sup>), and President's Day weekend (the third Monday in February including the immediate preceding Friday through Sunday). Additional blackout periods may be imposed at the discretion of the Director of Club Operations in order to promote member access to facilities. Members whose guests/extended family violate these black out rules may be charged penalty fees in addition to the guest/extended family fees listed on the accompanying fee sheet and/or may have their guest privileges revoked, at the Club's sole discretion.
7. Participation in the Promontory Conservancy's annual 4<sup>th</sup> of July picnic is limited to immediate family and in-house guests only. Additional restrictions may be placed by the Conservancy.
8. Individuals (who are not themselves full members or immediate or extended family of full members) are each only allowed to play a total of four (4) rounds of golf per year as a guest of a Full Member. Special circumstances which may require an exception to this

rule shall be monitored by the Director of Golf, and any exception shall be at his or her sole discretion.

9. Any sponsoring member will always be responsible for the payment of charges incurred (if any) by his/her guest(s) and extended family member(s), whether these persons are accompanied or unaccompanied. All extended family and guests (whether accompanied or unaccompanied) whom a member wants to sponsor at any Club Facility, must register with the Club concierge (and with the proper Golf Shop when playing golf), must obtain a Temporary Guest Card, and must keep such card in their possession at all times they are using Club Facilities.
10. Charges accrued by any extended family member(s) and any guest(s), whether these persons are accompanied or unaccompanied, will be immediately charged to the sponsoring member's Club account. An exception to this rule may be made, at the Club's sole discretion, when member-accompanied guests/extended family wish to use their credit card for such charges and fees. These charges include but are not limited to: weekly guest/extended family Club use fees, daily guest/extended family Club use fees, and any and all Club charges and/or golf fees.
11. The sponsoring member shall not give up membership rights while his/her guest or extended family is using Club Facilities. However, the sponsoring member shall always be responsible for the conduct of his/her guest and/or family while such person is at the Club, and the sponsoring member shall cause such guest or family to leave Club premises, surrender the Temporary Guest Card, and surrender all guest/family privileges, if the Club deems such actions are necessary due to the manner, deportment, or appearance of such guest or family member.
12. Sponsoring members should register unaccompanied guests/extended family with the Club concierge at least five (5) business days prior to the guest/extended family member's arrival, and sponsoring members should give notification of cancellation at least two (2) days prior to the guest/extended family member's expected arrival. Sponsoring members should schedule all tee times for unaccompanied guests, subject to the terms and conditions below in Use Procedures.
13. In consideration of the services of Promontory Investments, LLC d/b/a/ Promontory, The Promontory Club and Promontory-The Ranch Club (the "Club"), and The Promontory Conservancy (the "Conservancy") and the access allowed them to Club and Conservancy facilities, members and their sponsored guests and extended family members (the "Participants") are deemed to voluntarily release, forever waive, discharge, and agree to indemnify, defend, and hold harmless the Club, The Conservancy, their joint venturers, affiliated entities, members and employees, including any personal trainer, staff employees and agents for, from and against any and all claims, demands, liabilities, judgments, causes of action, costs, expenses, fees (including attorneys' fees), which are in any way connected with the Participants' participation in the activity or the Participants' use of the Club and/or The Conservancy's equipment or facilities, including any alleged claims for negligent acts of or omissions of the Club or The Conservancy.

## GUEST AND EXTENDED FAMILY USE PROCEDURES

1. Except during specified blackout periods and subject to the guest/extended family regulations herein, unaccompanied Guests/Extended Family who are sponsored by a member are allowed to use the Village Clubhouse, the Beach Club, and dine in the Shed **and must pay the applicable daily or weekly fee to do so.**
2. All guests/extended family shall register with the Club concierge prior to using Club Facilities, shall complete the Guest/Extended Family Club Use and Charge Authorization (attached hereto), shall complete the Waiver and Release, and shall provide any such form of identification as the Club may require. All guests/extended family shall sign in with the Golf Shop at the course being played at least 30 minutes prior to tee time. Regular full golfing members shall always take priority in golf play over guests and extended family members. Unaccompanied guests must always be registered with the Club by the sponsoring member **prior to** the guest's arrival. Unaccompanied guests/extended family will not be allowed to use any Club Facilities if all pre-registration requirements above have not been met and if the Club does not have such guest's credit card on file (or the sponsoring member's previous authorization for all guest charges, including any Club purchases, to be billed to such member's account) prior to the guest's use of the facilities.
3. A Temporary Guest Number will be issued to each guest/extended family member for his or her length of member privileges, up to a maximum of one (1) week (consecutive days). Renewals and/or extensions of guest/extended family privileges may be granted at the sole discretion of the Club.
4. All guests/extended family shall keep their Temporary Guest Number with them at all times while using Club Facilities, or access to the facilities will be denied.
5. All unaccompanied guests/extended family will be charged either a daily or a weekly club use fee in order to use any and all club facilities (excluding golf course(s)). The Club, at its sole discretion, may also choose to charge use fees to accompanied guests/extended family. These charges will be billed to the account of the sponsoring member and/or the guest's credit card provided upon the guest's arrival to any of the Club Facilities, without exception. The Club, at its sole discretion, may choose to require member's accounts to be billed for any guest use fees and/or Club charges rather than allowing a guest to use their own credit card, and any such sponsoring members shall assume full responsibility for such fees and charges accrued. Exceptions may be made, at the sole discretion of the Club, when member-accompanied guests/extended family wish to use their credit card for such charges and fees. Unaccompanied guests/extended family will not be allowed to use Promontory's PC Lodge and Alpine Lodge at Deer Valley. Unaccompanied registered guests will be allowed to use the recreational facilities in the Shed (i.e. bowling, theatre, basketball court, etc.). Applicable use fees will be charged for Village Clubhouse, Beach Club and/or other activity usage, and further restrictions may be imposed regarding approved guest activities from time to time, at the Club's sole discretion.
6. In order to spare our members the inconvenience of holiday crowding, as a general rule, unaccompanied guests/extended family may not use any Club Facilities during the two weeks surrounding Christmas Day (December 25<sup>th</sup>), the two weeks surrounding

Independence Day (July 4<sup>th</sup>) and President's Day weekend (the third Monday in February including the immediate preceding Friday through Sunday). Specific blackout dates surrounding these holidays will vary from year to year, as determined by the Director of Club Operations, at his or her sole discretion and additional blackout periods may be imposed by the Director at his or her sole discretion in order to promote member access to Club facilities. **No guests/extended family will be allowed at the PC Lodge and the Alpine Lodge at Deer Valley during the two weeks surrounding Christmas.** Accompanied guests/extended family will be permitted at the Village and the Beach Club during blackout dates, unless the Club, at its discretion, chooses to further limit these facilities due to crowding. Members abusing privileges by bringing guests or extended family at non-authorized times may have their guest privileges revoked and/or be charged penalty fees, as determined by and at the sole discretion of the Club.

7. Ski and boot storage is available in the PC Lodge and Deer Valley Alpine Lodge on a space-available basis (rental fees apply, depending on the length of use).
8. Unaccompanied extended family/guests using the golf course(s) may be subject to certain day and time restrictions, as determined by the Director of Golf, at his or her sole discretion, and must adhere to proper check-in procedures detailed in the Golf Rules below. Sponsoring members should schedule all tee times for unaccompanied guests. Sponsoring members shall be allowed to make one introductory phone call to the Golf Shop, which will authorize their sponsored unaccompanied extended family member to schedule multiple tee times during his/her stay. Tee times for unaccompanied extended family/guests cannot be made more than 48 hours in advance. Unaccompanied extended family/guests who are member-sponsored may not bring their own separate guests to play golf at Promontory.
9. Limited Resort\* play is permitted on the Dye Canyon Golf Course only and is permitted during the established and posted seasonal course open and close dates, on or after 11:00 a.m. Limited Resort groups will be booked as approved by the Director of Golf. Neither unaccompanied extended family/guests, nor Limited Resort play shall be permitted on the Painted Valley Golf Course or its practice facilities. Practice Facility use, other than in connection with a scheduled tee time, is restricted to Full Members and their accompanied family/guests only. Practice facility use for unaccompanied guests/extended family and Limited Resort players (allowed on the Dye Course only) is restricted to the hour prior to their scheduled tee time. Member sponsorship of accompanied extended family/guests at the Painted Valley Golf Course shall be allowed in quantities defined below in #10.
10. Full Members may only sponsor up to two (2) foursomes on any given date at the accompanied Guest or extended family rate. Additional groups will be subject to unaccompanied rates A Full Member's additional groups (greater than the two (2) foursome limit) will only be permitted on the Painted Valley Golf Course with either another Full Member (who may also accompany up to two foursomes), or at the unaccompanied rate with a Club Golf Professional who is assigned by the Club to each

---

\* Limited Resort shall refer to the 32 rounds (8 tee times) per day allocation of public access golf play for the Dye Canyon Golf Course required by Summit County under Promontory's Development Agreement. Such golf shall be, in all cases, subject to payment of full greens fees and cart fees and shall be scheduled after 11 a.m., at the discretion of Promontory's Director of Golf.

additional foursome. All unaccompanied extended family/guests wishing to play the Painted Valley Golf Course are required to be pre-approved by the Director of Golf and to play with a Club Golf Professional, Intern or Caddie. A separate fee (set forth in the Schedule of Dues, Fees, and Charges) will be charged to any unaccompanied extended family/guest foursome playing with the Professional. **In all cases, groups of more than eight (8) playing on either course must be approved by the Course Head Golf Professional or the Director of Golf.**

11. Social Members must check in for golf play as detailed in the Golf Rules section below, and are only allowed to play a maximum of four (4) times per year as the guest of a Full Member, and they may only play at the Painted Valley Golf Course when accompanied by a Full Member. Additionally, Social Members may play at the Limited Resort Rate on the Pete Dye Golf Course at the times stated above in #8, subject to availability. Social Members and their immediate family may only participate in Club Clinics, Camps, Lessons, and other instructional programs based on availability, and must do so at the posted non-member use rate. In no circumstance shall a Social Member's participation in such event(s) prevent a Full Member from participating. Full Member, Full Member-guest and non-member rates for such events shall be established and reviewed yearly by the Director of Golf and the Director of Instruction. Full Golf Membership tournaments are strictly off-limits to Social Members unless they are playing as an invited guest of a Full Member or if the event is specifically designated for Social Members.
12. All guests/extended family (accompanied or unaccompanied) will be charged a separate fee for each round of golf they play at Promontory, each Lodge use, and for each Club service in which they participate. These Club services include but are not limited to: spa, lodge, food/beverage/merchandise, sports equipment rental, and Outfitter, Kids Club 4-12 and Shed (when and if permitted) activities fees. Charges incurred by member-guests/extended family for Club services and for golf shall be billed to the Club account of the sponsoring member. Exceptions may be made, at the sole discretion of the Club, when member-accompanied guests/extended family wish to use their credit card for such charges and fees.

## **GENERAL GOLF RULES**

1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.
2. All players must check in at the course being played before they will be allowed on the golf course. Full Members and their accompanied guests should check in at the Dye Clubhouse when playing the Dye Canyon Golf Course. Any player playing the Painted Valley Golf Course must check in at that location.
3. All players must start golf play on the first hole of the course, unless otherwise directed by the Director of Golf or Golf Shop personnel.
4. "Cutting-in" is not permitted at any time. All players, after signing-in at the Golf Shop, must check in with the starter prior to proceeding to the first tee. Under no circumstances are players permitted to start play from residences.



5. Practice is not allowed on the golf course. The practice facilities should be used for all practice.
6. The use of range balls on the golf course is strictly prohibited.
7. **Speed of play:** It should be the goal of all players to complete their round in NO MORE THAN 4 HOURS 10 MINUTES. 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. If a golf group has an open hole in front and another group of golfers behind, then the group is deemed to be out of position. A group of players behind an out-of-position group shall be allowed to play through the group which is out of position. If a golf group cannot reasonably maintain its position, then the group should retrieve its balls and move to the next tee in order to stay in position. It is each group's responsibility to be observant of its position on the course and to keep proper 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 move up to a shorter tee box in order to speed-up their progress. In extreme circumstances, players may even be asked to leave the course. 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 courses during certain times of the day.
8. 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 as to when they may resume play.
9. All tournaments or groups greater than eight (8) players must be approved in advance by the Course Head Golf Professional or the Director of Golf.
10. All players shall enter and leave bunkers at the lowest point of access and smooth sand over with a rake upon leaving. Please refrain from climbing out on steep bunker faces in order to avoid damage to the grounds.
11. All ball marks on the green must be repaired.
12. All divots must be replaced or sanded.
13. Searching for balls in the desert or lakes, other than those played by members of the group, is not allowed on the course at any time.
14. Each player must have his or her own set of golf clubs, unless playing in a specific event requiring the sharing of equipment, as determined by the Club.
15. Proper golf attire is required for all players, as previously described.
16. If lightning is in the area, it is assumed that all players shall cease playing immediately and seek shelter or return to the clubhouse.
17. Jogging, bicycling, fishing or recreational walking, including walking of pets is not permitted on the golf course at any time, even outside of golf hours and even outside of golf season.

18. Cellular telephone etiquette on the golf course is required as it relates to other golfers and the expected pace of play. As it deems necessary from time to time, The Club, at its sole discretion, may limit the use of cellular phones altogether in the Club Facilities or in certain portions thereof and/or on the golf courses.
19. No beverage coolers are permitted on the course unless provided by the Club.
20. "Discontinued Play" Policy: If less than three holes are played, there shall be a full 18-hole credit. If less than 12 holes are played, there shall be a 9-hole credit.
21. Twosomes may play at the discretion of the Golf 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.
22. Twosomes and singles will typically be grouped with other players, if available, at the discretion of the Golf Shop.
23. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the Golf Shop and will typically be asked to pair-up under busy conditions. Singles should not expect to play through other groups and should not exert any pressure on groups ahead.
24. Groups of five or more players shall only be permitted on the golf course with the permission of the Director of Golf.
25. All players shall acknowledge certain risks associated with playing golf at the Club, including without limitation, lightning, flash floods, heat exhaustion, exposure and dehydration and assume all such risks.
26. Respect homeowners' private property. Do not enter private property, play as a lost ball.

## HOURS OF PLAY

The hours of play and Golf Shop hours shall be posted in the Golf Shop, on the website and in the annual Book of Golf. The Greens Superintendent shall determine when the golf course is fit for play.

## GOLF STARTING TIMES

1. All players must have a starting time reserved through the Golf Shop. The staff shall assign the starting time depending on availability.
2. Starting times may be made in person or by phone during Golf Shop hours.
3. Starting time changes must be approved by the Golf Shop.
4. Members should notify the Golf Shop of any cancellation as soon as possible.

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. The Club reserves the right to adopt other means for assigning tee times as it deems appropriate from time to time, including without limitation, use of a computerized reservation system.

## REGISTRATION

1. All members and guests must sign-in in the Golf Shop before beginning play and all members should present their membership cards at registration.
2. Failure to sign-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 Golf shop.

## PRACTICE RANGE

1. The practice range is open during normal facility operating hours as posted in the annual Field Guide, on the website and in the Golf Shop. The practice facilities may also be closed from time to time for general maintenance at the Club's discretion. At the Club's sole discretion, the practice facility may be closed two hours before dark one day per week to accommodate ball pick-up, mowing, and other golf course maintenance. This policy is subject to change as necessary, in the Club's sole discretion.
2. Range balls are for use on the practice facilities only and may not be used on the golf course at any time.
3. Golf carts are not permitted on any teeing area. Parking of golf carts is allowed in designated areas only. Promontory utilizes the 90-degree rule at all courses unless weather or course conditions require carts to stay on the paths at all times.
4. Balls must be hit from designated teeing grounds. No hitting is permitted from the rough or sides of the practice range.
5. Proper golf attire, as previously described, is required at all times on the practice range.
6. Personal hand bag ball shaggers are not permitted without prior permission from the Golf Shop.
7. Lessons by unauthorized professionals or amateurs is prohibited.

## GOLF CART RULES

1. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the Golf Shop.
2. Golf carts may only be used on the golf course when the course is open for play.

3. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.
4. Only two persons and two sets of golf clubs are permitted per standard golf cart. Promontory has a limited amount of 4-bagger carts available for situations when players are required or wish to walk along, but have their clubs on a cart.
5. Pull carts are not permitted, except as allowed at the Golf Director's sole discretion.
6. Members must obey all golf cart traffic signs on or around the course.
7. Always use golf cart paths where provided, especially around tees and greens.
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, across a tee box or over a putting green.
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's account. 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, 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 rules may result in loss of golf cart privileges and/or playing privileges.

## HANDICAPS

1. Handicaps are computed under the supervision of the Golf Shop in accordance with the current USGA Handicap System and the Utah Golf Association.
2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the Golf Shop.
3. Members keeping a handicap 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 Golf Shop shall assist any members needing

help with the posting procedures and will post all Club tournament scores at the conclusion of each event.

4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Golf 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 or her 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 after the round.
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 backtrack 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 pace on the course (see General Golf Rules), 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 Golf Shop. Appropriate action will be taken by the Golf Shop personnel.

## GENERAL TENNIS RULES

1. The Rules of Tennis of the USTA shall apply at all times, except when in conflict with the local rules or with any of the rules herein.
2. Court reservations may be made by phoning or using the Promontory app. No standing reservations will be accepted.

3. All players must check in and register at the concierge ten minutes prior to their court time or the court will be released to the first name on the waiting list. Members and guests shall present their membership and/or guest cards at registration.
4. Players who fail to cancel their reservation four hours prior to their scheduled court time or do not register ten minutes prior to their court time may be charged a fee to be determined by the Club.
5. At the end of their playing period, players must promptly relinquish their court to the next players. Once a member is off the court, the member may sign up for the next available court time.
6. Singles may each play on a court for an hour and 15 minutes and doubles may play on a court for an hour and 30 minutes, except for certain times designated by the pro shop.
7. Proper tennis attire is required as previously described.
8. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts.
9. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.
10. Use of the tennis courts and, in winter, the ice rink shall be subject to the control of the Director of Club Operations at all times. The Director of Club Operations shall determine the suitability of the courts for play and the suitability of the ice surface for skating. The courts and ice rink will be closed when necessary for maintenance operations, when dictated by safety considerations, and/or when under adverse or anticipated adverse weather conditions. Members may reserve the courts and ice rink for special events through the concierge.

## **GENERAL POOL RULES**

1. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant immediately.
2. Everyone wishing to use the pool facilities must first register and present their membership and/or guest credentials, obtaining a daily wristband before entering the pool. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.
3. Children 14 years and younger must be accompanied and supervised by an adult at all times.
4. Children who cannot swim must be accompanied by a parent or guardian at all times while in any of the pool areas.
5. Children of all ages may, at the Club's sole discretion, be allowed to use the pool so long as they are accompanied and supervised by an adult at all times. Children requiring

diapers are required to wear water diapers while using the pool. Children under age 5 may not use the hot tub.

6. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.
7. Showers are required before entering the pool.
8. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
9. Food is allowed only in designated areas of the pool facilities.
10. All swimmers must wear bona fide swimming attire in keeping with a family oriented club. Swim attire should be modest Cut-offs, dungarees and bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
11. Radios, televisions and the like are permitted only when played at a sound level which is not offensive to other members and guests.
12. Cellular telephones shall not be used in the pool area of the clubhouse, unless otherwise deemed appropriate by the Club from time to time, at its sole discretion.
13. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool areas.
14. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
15. Running, ball playing and hazardous activities are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
16. Diving is not permitted unless otherwise indicated at the pool.
17. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool areas except as part of an organized course of instruction.
18. Throwing footballs, frisbees, tennis balls, or other objects, shooting water guns, spitting or spouting water, and tag games are not allowed in the pool area. The pool staff has the authority to expel from the pool areas anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.
19. Swimming parties may be arranged through the Club in advance of the occasion.
20. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.

21. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, and all other trash in the proper receptacles.
22. Smoking is not permitted.
23. Flotation devices are permitted for non-swimming children up to 5 years of age. Small toys such as balls, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Water/squirt guns will not be permitted in or around the pool area. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.
24. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

## **GENERAL FITNESS RULES**

1. All persons using the Club's fitness facilities anywhere at Promontory 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 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 and present their membership and/or guest card to Club staff prior to using the fitness facilities.
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 in the Club's fitness facilities.
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, except for water bottles and/or food that is permitted at the Club fitness instructor's sole discretion.
13. Members, family members and guests assume full risk of loss and responsibility for damage to their health.
14. No clothing or personal articles may be stored under benches or in the common areas.
15. Children under 16 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.
16. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.
17. Stereos, televisions and/or any music should be enjoyed at a volume so as not to disturb fellow members.
18. Cellular phones shall not be used for phone calls in the fitness center and/or the cardio room at any time. Exceptions to fitness instructors and trainers using cell phones for class music and/or in the course of instruction may occur, in the Club's sole discretion.

## **RULES FOR OTHER CLUB AMENITIES**

### **GENERAL LODGE RULES**

1. Use of the Alpine Lodge at Deer Valley and PC Lodge at Park City Mountain is reserved for members. Up to two member-accompanied guests/extended family per day will be allowed to use the Lodge, at the Club's sole discretion, subject to the black-out date restrictions, use fees, and other day/time and usage restrictions set forth in the Conditions of Guest and Extended Family Use and Guest and Extended Family Use Procedures sections hereinabove.
2. Ski boots may only be stored in the valet's boot cubicles, and not in the day lockers. Members may check their boots for overnight storage with the valet on a space-available basis. Under no circumstances should boots be left unattended in the lodge during the day or overnight.

3. Lockers in the Lodges are available for seasonal or for short term use while a member is in town and must be emptied of all personal items (i.e., helmets, gloves, goggles, etc.) at the end of the rental period. Locker keys must then be returned to the Lodge ski valet so the locker is immediately available to other members.
4. Any ski equipment and/or personal items left by members in lockers or in the Lodge will be placed in a Lost-and-Found bin at the Lodge and will be delivered to the Club concierge at the end of each ski season. The Club accepts no responsibility for any such articles. After thirty (30) days, any personal belongings which have not been retrieved will be donated to a local charity.

## GENERAL SHED RULES

1. The Shed Clubhouse is intended to be a fun, family-friendly place where all members feel welcome to bring their families and (accompanied) guests. The Shed is meant to be a shared community space within a private club (rather than a personal living space), where publicly acceptable standards of dress and comportment are observed. This ensures that all members feel comfortable and are not offended or made to feel “crowded out” by the inappropriate appearance or conduct of others. In keeping with this policy, the following standards of dress and conduct for the Shed have been formulated and outlined below by Club Management and will be enforced by Shed staff. The Club believes that all members will want to follow these rules, to ensure that other members feel as comfortable as they do in sharing this wonderful Club facility. Failure by members to observe these rules may result in their being asked to leave The Shed and/or in other disciplinary action, at the discretion of Club Management.
2. Shoes must be worn at all times by adults and children alike, together with standard daywear (proper tops, slacks, jeans or shorts etc.). Bathing suits and other poolside attire are not appropriate in the Shed. Only rubber-soled athletic footwear may be worn in the sports court and bowling shoes must be worn when using the bowling lanes.
3. The tables in the dining area are for members who are actively dining. Only food and/or beverages purchased at the Shed may be eaten in the facility. During busy times, those not actively dining will be asked to relinquish table seating to members who are waiting to dine.
4. Furnishings may not be moved from their pre-arranged positions without the express permission of Shed management on duty. Chairs and banquettes are intended for seating and may not be used for naps or storage of personal items. Members may not monopolize or “take over” an area causing the exclusion of other members, except by pre-arrangement with Shed management – as in the case of a Shed-catered party or other event.
5. No outside food or drink may be brought into the Shed Cinema. Please do not litter, use cell phones or behave in any way that would disturb other members present.
6. The Studio may only be used for its intended functions and may only be used under the supervision of Shed personnel and/or Promontory’s Artist-in-Residence.

7. Children under the age of 14 are not allowed in the Shed unless supervised by a parent or accompanying responsible adult over 18 years of age. Children who make undue noise or who disrupt the peaceful enjoyment of the Shed by other members will be asked to leave, and it will be the responsibility of their accompanying adult to ensure that they do so.

## GENERAL BEACH CLUB AND SADDLE LAKE RULES

1. The Beach Club is intended to be an exciting venue where all family members and their accompanied guests make lasting memories! The Beach Club, like the Shed, is meant to be a shared community space within a private club (rather than a personal living space), where publicly acceptable standards of dress and comportment are observed. This ensures that all members feel comfortable and are not offended or made to feel “crowded out” by the inappropriate appearance or conduct of others. In keeping with this policy, the following standards of dress and conduct for the Beach Club have been formulated and outlined below by Club Management and will be enforced by Beach Club staff and attendants. The Club believes that all members will want to follow these rules, to ensure that other members feel as comfortable as they do in sharing this wonderful Club facility. Failure by members to observe these rules may result in their being asked to leave the Beach Club and/or in other disciplinary action, at the discretion of Club Management.
2. Dress and swimwear should be appropriate for a family-oriented Club. Swim attire should be modest. Shirts and shoes must be worn at all times by adults and children alike, when entering the Beach Club building. Uncovered bathing suits and other poolside attire are only appropriate outside of the building (specifically, in the outdoor lounge, cabana, pool, beach, and dock areas surrounding the Beach Club facility). Outdoor showers are available to remove sand from legs and feet prior to entering the Beach Club building.
3. The tables in the dining areas inside and outside of the Beach Club are for members who are actively dining. Only food and/or beverages purchased at the Beach Club may be eaten in the facility and surrounding pool/lounge area. During busy times, those not actively dining will be asked to relinquish table seating to members who are waiting to dine. While items such as pool/beach toys, towels, and beach bags are allowed in the Club areas of the Beach Club, beach and pool, items such as coolers, grills, umbrellas, outside food and/or drink are strictly prohibited in the member areas surrounding the Beach Club (i.e., pool, lounge, cabanas, Members Only beach areas, etc.) and are permitted on the Conservancy area of the lake only.
4. Two (2) large covered cabanas will be available for rental by Club Members for a fee (which fee will be set and may be changed from time to time by the Club, in its sole discretion), and such cabana rental will be available to Members by reservation only, on a first-come, first-served basis. Vacant, unrented cabana(s) shall not be used by Members and/or their guests at any time. Lounge chairs, and/or other Club furnishings in the Members Only indoor and outdoor areas of the Beach Club facility may not be moved from their pre-arranged positions without the express permission of Beach Club management on duty. Members may not monopolize or “take over” an area which is not expressly reserved (if causing the exclusion of other members), except by pre-arrangement with Club management – as in the case of a Beach Club-catered party or other event.

5. Parking is available outside of the Beach Club and Saddle Lake. Members and their invited guests should always check in at the Member Entrance to the Beach Club prior to using the Beach Club, pool, beach, amphitheater and/or Saddle Lake dock and surrounding areas.
6. Dogs and other pets are not allowed inside of the Beach Club, nor on the surrounding Club and/or Conservancy Saddle Lake beach area(s). Promontory's dog park (Bark City) is located uphill to the north from the Beach Club and Saddle Lake area.
7. All Promontory Club Facilities are non-smoking, as is the Beach Club and the surrounding Saddle Lake beach areas. This becomes especially important in and around the fire pits. The fire pits will be lit at certain hours, during certain seasons (weather permitting), by Promontory staff and may be accompanied by complimentary s'more items, roasting sticks and the like. If, at any time, the s'more-making privilege is abused by Conservancy or Club members and/or is conducted during unauthorized times, Promontory, in its discretion, may revoke this privilege.
8. The amphitheater area of the Beach Club will be open for use on a first-come, first-served basis unless there is pre-planned and pre-arranged, reserved programming by either the Club or the Conservancy (all reservations by Promontory owners and members for the amphitheater area shall be pre-approved and scheduled through Club Management (who will coordinate with Conservancy Management as may be necessary and applicable), and all catering for such pre-arrangements shall be conducted by and approved by the Club, in its discretion, which catering policies may change from time to time, in the Club's sole discretion).
9. Conservancy water craft ((kayaks, paddle boards, and the like) will be tied to the Saddle Lake dock, and will be available for all Promontory Conservancy and Club members to use, on a first-come, first-served basis. Watercraft shall be issued by Club attendants on duty at the Beach Club and/or Saddle Lake dock and may never be "beached" by Members when not in use, but shall, instead, be returned to Club staff at the dock so that the equipment can be reissued to another Member for use. This process will allow for all Promontory owners and their families to have the opportunity to check out and use the available watercraft.
10. While all persons using watercraft at the beach are encouraged to wear a life vest (and are required to have a vest on their watercraft at all times while in use), children under the age of 18 shall wear a life vest (which will be available from dock attendants) at all times when using Club and/or Conservancy watercraft. While lifeguards may be on duty at the pool and at the dock from time to time, this is never guaranteed. No swimming is allowed in the Lake.
11. Children under the age of 14 are not allowed at or around the Beach Club facilities and/or the Saddle Lake unless supervised by a parent or accompanying responsible adult over 18 years of age. Children who make undue noise or who disrupt the peaceful enjoyment of the Beach Club or any of its surrounding facilities by other members will be asked to leave, and it will be the responsibility of their accompanying adult to ensure that they do so.

## GENERAL LUKE RIDGE TUBING HILL RULES

1. AT ALL TIMES RIDERS MUST FOLLOW MANAGEMENT INSTRUCTIONS.
2. A lift ticket is required for any rider that wants to access any feature of the Luke Ridge Tubing Hill. There is no charge for lift tickets for Conservancy members and their immediate family. All extended family and guests must purchase a lift ticket. Lift tickets are available for purchase at the Beach Club. A lift ticket offers limited access to the Tubing Hill and is only valid for the dates and times printed thereon and only during hours of operation. After-hours use of the Luke Ridge Tubing Hill is strictly forbidden.
3. Lift Tickets are issued for use between 12:00 pm and 5:00 pm.
4. Riders must be at least three (3) years of age.
5. Only Promontory-issued tubes may be used. Personal tubes, skis, snowboards, sleds, and other craft are not permitted on the Tubing Hill. Purchasing a lift ticket includes the use of a tube – no additional rental fee is required.
6. Only one rider is allowed per tube.
7. Depending on conditions, Management may allow two or more tubes at the same time in the same lane.
8. At the completion of the ride, riders must exit the landing area as soon as possible with their tube to clear the way for other riders.
9. Riders must ride the conveyor lift to reach the top of the tubing hill. Accessing the top of the hill by hiking, snowmobile or other craft is not permitted.
10. Riders must follow any instruction given by Tubing Hill personnel to ensure safety, efficient flow of riders, and facility upkeep. Personnel will guide all flow of riders, including instruction on how to board the conveyor belt, when to enter and exit the tubing lane, and where to place tubes. Riders who disregard any instruction from personnel will be stripped of tubing privileges, with no refund of lift ticket purchase.
11. Riders may wear snow boots, hiking boots or waterproof shoes. For safety reasons, ski, snowboard, and other hard-shell boots are prohibited. Helmets are advised but not required.
12. Horseplay, profanity, disruptive conduct and other inappropriate behavior at the Tubing Hill is strictly prohibited.
13. The Tubing Hill is maintained for the private use of Conservancy members and their guests and is not open to the public.
14. Use of the Tubing Hill is offered on a “first-come, first-served” basis, meaning lift tickets will be available to all paying riders throughout each day of operation. The number of lift tickets available each day of operation may be capped in management’s discretion depending on conditions.
15. Notwithstanding the established hours of operation, the Tubing Hill personnel are authorized to shut down operations if weather, safety, or maintenance require such action. Please be aware that the Tubing Hill is partially built up with manmade snow, and that operations may be suspended to fill in any low spots. Please be aware that weather conditions can impact the surface of the hill, and that a faster tubing surface is more likely during colder conditions. Tubing Hill personnel will assess the weather daily and determine the corresponding safety implications, and may curtail or shut down operations if use of the Tubing Hill is too dangerous.
16. While Promontory may provide limited supervision, instruction, and assistance for proper tubing, Riders are solely responsible for their own safety and well-being. Each rider must acknowledge in writing that the use of the Tubing Hill involves risk

of serious injury, including permanent disability and death, and that such risks are inherent in tubing, even if supervised, and waive all claims against Promontory.