

## **Rules & Regulations of Mount Vernon Canyon Club**

Mount Vernon Canyon Club has established the following rules to govern the use of all Club facilities and to promote the health, safety, welfare, and enjoyment of all persons using the Club facilities. The Clubs may, in sole discretion, amend these Club Rules from time to time. Amendments will be effective when posted at the Clubs or mailed to the members. These Club Rules shall apply to all persons using both Club facilities, whether a member, designee, other authorized user or guest. The Club department heads shall be the Club's representative for implementing and enforcing these Club Rules.

### **Initiation Fee:**

I acknowledge and agree that I am not entitled to a refund of all or any portion of the Initiation Fee under any circumstances and that this Membership is not transferable under any circumstances.

### **Membership:**

Mount Vernon Canyon Club has eight classes of Membership. All Memberships are "Family Memberships" with privileges extended to the primary Member as well as 9 additional lineal family Members (grandparents, parents, kids, and grandkids). The only Membership exception to the lineal family rule is the Single Membership which grants access to the entirety of the club to just 1 primary Member.

Once a Member has paid their initiation fee and continues to pay their monthly Membership dues, their Membership will not expire and any attempts to terminate a Membership must be made in writing to the Membership department. All Club Memberships are non-transferable and cannot be passed to any other family member or persons.

### **Hours of Operation:**

Mount Vernon Canyon Club is available for use only during such operating hours as the Club determines and publishes. The Club may close portions of the Club facilities during normal operating hours for scheduled maintenance and repairs and the Club may restrict or reserve the use of portions of the Club facilities for special events or private parties during normal operating hours from time to time.

### **Club Accounts:**

Any food, beverage, or other in-club purchases may be charged to your Member account or paid at that time with cash or credit card. Any charges to your Membership account will be added to your end-of-month billing. Your Member billing will be e-mailed to you in the first week of each month with your upcoming Membership dues and any in-club purchases of the month prior. A hard copy of your Member bill can also be viewed and printed online in your personal Membership portal or by calling the Accounting department.

**Delinquent Accounts:**

All food, beverage and other purchases charged to a Member's account will be billed monthly and shall be considered delinquent if not paid within thirty (30) days after receipt of the monthly statement, or by the end of the month in which the statement was received. The Club will charge a late fee of \$25 per month on all past due balances. Members with an overdue balance of sixty (60) days or more will have restricted use of the club facilities and will not be able to charge any purchases to their club account or use the club until their account is brought back to a non-delinquent status. Members whose accounts are ninety (90) days overdue will be sent to Collections and their memberships automatically resigned from the Club unless a payment plan has been discussed with management. Any Member accounts sent to Collections will incur an additional charge of \$125. After any Member account has been sent to Collections, the Club will no longer have access to the Member account and will not be able to process any payments from the Member. Any Member accounts sent to Collections will be given to 'Colorado Collection Services'

**Notices:**

Each Member shall give written notice to the Club of the Member's mailing address and e-mail address to which the Club should redirect all notices and invoices. Failure to notify the Club of an address change shall be considered a waiver to the right to receive notices and other communications from the Club. The Club is not responsible for a Member not receiving monthly statements via e-mail or standard mail.

**Resigning from Club Membership:**

Members who may be resigning the Club, for any reason, are required to provide the Club a minimum of thirty (30) days advanced written notice of said resignation. Monthly dues are billed in advance. Membership dues will be 'pro-rated' if Membership is resigned at any time other than the first of the month. Resignation of a Membership will not be deemed valid until management has responded with receipt of resignation letter. Once Member receipt of resignation has been received, your Membership account will stay open for thirty (30) days and will terminate automatically. Members who wish to resign but have an outstanding balance on their account will not be allowed to resign until the account is brought back to a non-delinquent balance. Once an account with an out-standing balance is brought back to a \$0 balance shall the Member be permitted to resign from club Membership. While a Membership account is open with a balance, the Membership will continue to incur monthly dues until the account has been closed with a \$0 balance.

**Food and Beverage Services:**

Alcoholic beverages will be sold and served and may be consumed on the Club premises only as permitted by the Colorado law and local ordinances. The Club reserves the right in its sole discretion, to refuse service to any person who appears to be intoxicated. No alcoholic beverages sold on the Club premises may be removed from the premises.

Except as the Club may otherwise specifically authorize, all alcoholic beverages consumed on the Club premises must be purchased from the Club. Outside catering, picnics, and "brown bagging" are not permitted. No person shall bring or consume food or beverages on the Club premises except those furnished by the Club without prior authorization from the Club (other than as needed for infants). No persons under 21 years of age or those without a valid ID will be served any alcoholic beverages.

The Club reserves the right to deny or rescind Club privileges to Members or guests and to absolutely exclude any person under the influence of alcoholic beverages or other substances. Violations of these rules or boisterous or offensive conduct shall be grounds for temporary expulsion of any person from the Club premises, at the direction of management.

**Attire:**

All persons using the Club facilities are expected to dress in a manner consistent with the specific dress policies published or posted by the Club from time to time for particular areas and activities. Members are responsible for advising their guests as to appropriate dress. For use of the Club's food and beverage facilities, or during Member events, appropriate dress will be announced in the monthly calendar. Shirts and shoes shall be worn at all times on the Club premises, except in pool areas. No bathing suits are permitted outside the pool areas unless covered with appropriate attire.

Recommended attire for the Main Dining Room is business casual, including dress denim, on Friday and Saturday nights. Casual attire is appropriate in the Fireside Lounge, including tennis and/or ski wear. Wearing clothing that is not suitable for a professional establishment, that is provocative, or otherwise potentially offensive is not permitted in any area of the Clubhouse. Any Member or person who is in violation of dress code will be told so only once.

**Clubhouse:**

The Clubhouse offers all the amenities associated with a private country club and facilities are restricted to Members and their guests. The Clubhouse is also available for private group dining, parties, weddings, and other private group events. Please contact the Clubhouse Management for availability.

Reservations are requested but not required for all dining and special events.

Reservations can be made online through your Member portal or by calling the front desk. Reservations help assure that you have prompt, efficient service.

We warmly welcome family and friends of all ages, but ask that children not be left unattended and are supervised at all times. We also ask that children not be seated at the bar for legality purposes.

**Personal Property:**

Each Member, as a condition of membership, and each designee, authorized user and guest, as a condition of invitation to the Club facilities, assumes the sole responsibility for his or her personal property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club premises.

**Liability for Use of Club Facilities; Assumption of Risk:**

Members of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Member, its designee, authorized users or guests. The cost of repairing any such property damage shall be charged to the responsible Member's club account. Any Member, designee, authorized user or guest who, in any manner, makes use of or accepts the use of any apparatus, equipment, facility, privilege, or service whatsoever owned, leased or operated by the Club, or who engages in any tournament, game, function, special event, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, does so at his or her own risk and agrees that the Club shall have no liability for personal injury or damage to personal property occurring in the course of or arising out of such use.

**Smoking:**

Smoking is not permitted inside the clubhouse or in any area where food and beverage is serviced. Designated areas outside have been provided for smoking.

**Non-Discrimination Policy:**

Club employees shall not discriminate against any individual because of the individual's race, religion, creed, color, sexual orientation, nation origin, age, physical disability, or marital status.

**Code of Conduct:**

No person other than the Club and its designees shall supervise, give direction to, or reprimand Club employees. Verbal or physical abuse or harassment of employees will not be tolerated. No person shall request use of Club equipment, supplies, or services not normally made available for use by Members. To facilitate the proper management of the Club facilities, all complaints, criticisms or suggestions of any kind relating to any Club operations or personnel should be in writing, signed, and addressed and delivered to the Club management.

Members are responsible for ensuring that their own behavior and that of their family members and guests complies with this code of conduct and all other applicable MVCC bylaws, policies, rules, regulations, dress codes, parking restrictions, and other instructions.

MVCC has pledged to perpetuate its long history of valuing diversity, and its Members shall treat others with courtesy, dignity and respect regardless of race, color, national origin, creed, age, gender, religion, marital status, sexual orientation, disability or any other condition protected by law.

Members shall not engage in any act likely to endanger the welfare, safety, harmony or good reputation of the Club, its Members, employees or guests. In particular, and not by way of limitation, the following conduct is prohibited:

- a. Deliberate or careless damage or destruction of any MVCC property, or the property of any Club Member or employee
- b. Removing or borrowing MVCC property or assets without prior authorization
- c. Unauthorized use of MVCC equipment, time, materials, or facilities
- d. Provoking a fight or fighting at any time on the property
- e. Carrying any dangerous weapons on the property
- f. Commission of a crime or engaging in criminal conduct of any sort
- g. Causing, creating, or participating in a disruption of any kind on the property
- h. Use of abusive or threatening language toward a Member, guest or employee of MVCC
- i. Violating any safety, health, security or MVCC policy, rule or procedure
- j. Committing or involvement in any act of unlawful harassment of another individual
- k. Controlled substances, as defined by Colorado and Federal laws, are not permitted on the Club property
- l. Any boisterous, lewd or offensive behavior or language, including but not limited to using sexually explicit or offensive language or any language, behavior or content that contains profanity, obscene gestures, or racial, religious, gender, or ethnic slurs

**Enforcement:**

Any Member who is unwilling to abide by the rules and regulations outlined previously may be faced with limited Club privileges, suspension, or Membership termination. Any violations of the fore mentioned rules and regulations by any Club Member may be brought to a hearing by the Club's grievance committee. The grievance committee shall recommend a course of action to be taken to the Board of Directors. Ultimately, the appropriate course of action will be determined by the Board. Members shall cooperate in a courteous and respectful manner with MVCC Management and the Board of Directors regarding any review, investigation or other issues of compliance with this code of conduct or any other MVCC bylaws, rules regulations, procedures, restrictions or instructions.

I have read and understand the rules and regulations set forth by Mount Vernon Canyon Club and agree to abide by these conditions. Furthermore, I understand that all memberships to Mount Vernon Canyon Club are non-transferable non-refundable. I agree to pay Mount Vernon Canyon Club as per my signed application indicates and acknowledge that if my account should become delinquent, an additional fee will be assessed to my account for a Collections charge. In addition, I understand that if at any time I wish to resign my membership, a letter of resignation must be sent and confirmed received by a member of the Mount Vernon Canyon Club management team.

**Credit Card Authorization On Past Due Accounts:**

I agree to maintain a current credit card account on file with the Club at all times. Should my account become delinquent, I agree the Club shall have the right to bill such past-due amount to my credit card.