

T Bar M Racquet Club

Club Rules, Policies and Charter

These Club Rules, Policies and Charter of the T Bar M Racquet Club ("Charter") govern the rights and responsibilities of all members ("Members") of the T Bar M Racquet Club, a private membership club (the "Club") located at 6060 Dilbeck Lane, Dallas, TX 75240 ("Premises"). This Charter may be amended periodically, as determined by Club Management acting on behalf of Tennis Club Partners, LLC (the "Company"), doing business as the Club, in its sole and absolute discretion and communicated to the Members by posting on the Club's Website at www.tbarmtennis.com.

CLUB RULES AND POLICIES

The following Club Policies are intended to promote the positive and safe experience of everyone associated with the Club. They are not intended to deal with all conceivable issues that may be presented for governance. We consider these policies to have the force of bylaws and we intend to enforce them by sanctioning Members and guests who violate them and in certain cases, suspending or terminating Members' and guests' access to the Premises.

1. **Purpose of Club.** T Bar M Racquet Club is a tennis and social club that features tennis, padel and pickleball, plus fitness, wellness and spa amenities, dining, beverages, social interaction, special member programming and events, casual workspaces and facilities for special events ("Special Events"). The mission of T Bar M Racquet Club is to provide an environment for the development and growth of families and individuals by offering the best in tennis, fitness, recreation, and social programs. We are committed to providing the highest level of professionalism and personal service in order to meet and exceed our members' expectations. Through innovation and a demonstrated passion for member satisfaction, we will reinforce our reputation as "The Premier Tennis Club."
2. **Hours.** The Club hours will be posted on the club's website and may be subject to change. The Club may be closed for a specified period or for public holidays, cleaning, or maintenance, or any other reason Club Management deems to justify temporary closure, with notice to Members whenever possible.
3. **Hosting Events.** Members may host Special Events in designated areas of the Premises, working with the Club's special events manager to arrange dates, times, food, beverage and other aspects of the event. Hosting Members shall comply with all terms and conditions of the Special Event agreement with the Club, which shall be in addition to the terms and conditions of this Charter. From time to time, the Club or selected portions of the club may be designated as private event spaces. Notice shall be given to Members regarding use of the entire club for a private event booking.
4. **Transactions.** Payment may be made by cash, credit card or house account and shall be settled at the time of purchase. An automatic gratuity may be added to all food and beverage service. The Club reserves the right to implement a credit or debit card billing system such that all annual dues, other fees and charges are billed to each member's approved credit or debit card. In the event the Club implements such a system, it will give notice to such effect to the members. Each member must then furnish the Club with an approved credit or debit card to which the member authorizes the Club to charge annual dues, other fees and charges.
5. **Philosophy Regarding Club Staff.** We have carefully selected an experienced, high-quality team of employees at the Club. Their primary focus is the comfort and the positive experience of our Members. We expect our Members to treat Club staff with appropriate respect and dignity. If a

Member or guest has an issue with any employee of the Club, the matter shall be addressed directly to the General Manager. A Member may at no time employ a Club Staff Member without prior written permission of Club Management.

6. **Alcohol Policy.** While alcoholic beverages are served in the restaurant and bar and are a part of the membership experience, we expect all Members to moderate their usage and refrain from disruptive behavior as a result of their consumption of alcoholic beverages. We reserve the right to refuse to serve alcoholic beverages to any Members or guests who appear to be intoxicated. Alcoholic beverage service at the Club will comply with all federal, state and local laws, rules and regulations, including minimum drinking age laws. No food or alcohol may be brought in from outside or removed from the premises without the express approval of Club Management.
7. **Non-Smoking Premises.** Smoking or vaping is not permitted on the Premises.
8. **Non-Solicitation.** We will not allow solicitation of Members for business opportunities, for fundraising, to join other organizations, or to promote religious or political causes, nor will we allow the distribution of unsolicited marketing materials to Members or the posting of any notices or advertisements not pre-approved by Club Management.
9. **Anti-Harassment Policy.** Sexual harassment or unwanted sexual advances toward members and/or staff of either sex or any other harassment based upon an individual's race, color, religion, sex, ancestry, national origin, age, disability, medical condition, sexual orientation, gender identity, or marital status will not be tolerated. Any Member who is disturbed by any of the conduct described above is urged to report such matters to Club Management (General Manager or Director of Membership and Communications), or to any Club Manager on duty.
10. **Illegal Drugs.** Illegal drugs are not permitted on the Premises at anytime. Any Member found guilty of consuming or bringing illegal drugs onto the Premises, or whose guest is found engaging in such acts, will be ejected from the Premises, will be reported to the police and may have their membership terminated.
11. **Gaming.** No betting, wagering, or gaming shall take place on the Premises other than for nominal stakes.
12. **Pets.** No animals are allowed in the Premises, except for dogs trained to do work or perform tasks for an individual with a disability as a service animal as required by law.
13. **Neighbors.** In consideration of our neighbors, Members are required to leave the Premises quietly at all times and to ensure the quiet departure of their guests.
14. **Restricted Areas.** No member, visitor or guest is allowed in the service or restricted areas of the club.
15. **Coats and Luggage.** All luggage and large bags must be left in the Cloakroom at Reception. The Club is not liable for any items left at the club.
16. **Reciprocal Arrangements.** The Club may enter into reciprocal arrangements with other clubs or organizations on such terms as it shall decide in its sole and absolute from time to time and any such arrangements may be terminated or modified by the Club at anytime. Such reciprocal arrangements will be communicated to Members.
17. **Interpretation.** Club Management shall be the sole authority as to the interpretation of this Charter.

18. **Assume All Risks.** 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. Any Member, guest or other person who, in any manner, makes use of or accepts the use of facility, privilege or service whatsoever owned, leased or operated by the Club, 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 and assume all risks associated with accessing the Club facilities and the facilities of any participating reciprocal Clubs, including, but not limited to, dining and event rooms, amenities, outdoor areas and grounds. The Member and his or her guests shall hold the Company, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's advisory committee (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any Member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest.
19. **Dispute Resolution.** Except with respect to the disciplinary proceedings as specifically provided in the Member Conduct Section of this Charter, each and every dispute, claim or other matter of disagreement between and among the Club, its officers, directors, affiliates and any Club Member or applicant for membership relating to or arising out of the Charter or any transaction contemplated by the Charter shall only be decided by mediation, and if necessary, arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in force, and no right shall exist to have any such dispute litigated in a court or by jury trial; provided, however, that the Club shall have the right to collect, through a court proceeding, any Club account or other amount owing as a result of the members' loss or destruction of the Club's property or injury caused to any party.

Both the Club and Member acknowledge and agree that claims and counterclaims shall only be alleged on an individual basis and shall not be joined with additional claimants, other than family members, or as part of a class or group action or proceeding. Mediation shall be held in Dallas County, Texas and the fees and expenses of the mediators (or such single mediator) shall be borne equally.

Either party may submit the matter to binding arbitration. The arbitration proceeding shall be held in Dallas County, Texas. The decision of the arbitrators, where appropriate, shall take into account the operation of the Club and its Premises in comparison to the operation of other similar Clubs in Dallas County, Texas. The arbitrators shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrators shall render a written decision upon the matter presented within thirty (30) days after the date upon which the last party submitted its position paper to the arbitrators, and such decision shall be final and conclusive upon all parties. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof, and the judgment shall be entered unless the award is vacated, modified or corrected as provided by law. The parties shall advance on an equal basis any necessary costs of the arbitration, such as reporter's fees and arbitrator's fees. The prevailing party shall be entitled to recover as part of the award all such advanced costs and reasonable attorneys' fees and related costs, fees or expenses of the arbitration.

CHILDREN

1. Unless permitted by the Club, children under ten (10) years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.
2. Children under the lawful drinking age are not permitted in any lounge area unless accompanied by an adult.
3. Members are responsible for the conduct and safety of their children when at the Club Facilities. Members are asked to not allow their children to roam the dining areas of the Club during service hours as a courtesy to fellow diners.
4. Members are asked to keep their children from utilizing areas and amenities around the Club for which they are not intended. Children under the age of sixteen (16) are not allowed in the fitness and locker room areas unless accompanied by an adult.

GUEST PRIVILEGES

Guest privileges may be extended under the rules established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that accompany a member on any given day, over the course of a membership year or during a portion of a membership year, and the number of times a particular guest may use the Club Facilities in any given membership year. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at anytime for reasons considered sufficient by the Club, in its sole and absolute discretion.

1. Each Member may bring up to three (3) guests into the Club for social and hospitality amenities, including Club House use, bars, lounges and restaurants. Additional guests may be permitted as part of a reservation at one of the Club restaurants or as part of a booked private event or as approved by Management in advance. On occasions, a circumstance may require limiting the number of guests, which shall be communicated to the Members.
2. Members shall ensure that their guests are aware of the Club Policies stated in this Charter. Members are responsible for the conduct of their guests and for any unpaid Club charges of their guests.
3. Guests must register with the Club receptionist upon arrival at the Premises. Members must be present with their guests at all times.
4. Each Member may bring as many guests as desired for tennis and racquet amenities. There is a \$15 outdoor court and \$25 indoor court fee per person. The Member may not bring the same guest for any racquet sport more than once (1) a month.

RESERVATIONS AND CANCELLATIONS

1. Reservations are strongly encouraged. Tables will be issued at the discretion of the restaurant manager. Only Members may make dining reservations.
2. Reservations should not be canceled on less than 24 hours' notice.
3. Reservations may be forfeited if a Member is 15 minutes or more past the reserved time.

4. Reservation for parties of more than 10 persons will be accommodated on an “as available” basis. 24-hour’s notice is requested for parties of more than ten persons and a set menu should be arranged whenever possible.
5. Reservations for member sponsors banquets and special events should be made in advance through our event team and are subject to non-refundable deposits.
6. The dining and special event reservation policies shall be determined by the Club.

GRATUITY

1. House Charge. A monthly house charge of \$25 will be charged to a members account as a gratuity for service staff in the restaurant and bar.
2. The Club may send a letter providing an opportunity for members to contribute to a Holiday Fund for all Club employees and a suggested contribution. Payment of such contribution will be voluntary and will be included on the contributing member's December bill. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

* In the future, gratuity policies will be at the discretion of the Club as established from time to time. Gratuity is permitted for service staff. 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 and to cart sales. A member may increase the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the member deems appropriate.

ATTIRE

We are a family-oriented facility, so our dress code is designed to make enjoying our facility and playing racquet sports fun and comfortable for everyone. The Club has a relaxed dress code but we do ask members to wear only suitable and appropriate sports clothes.

It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided by the Club setting. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time.

1. Tennis-specific court shoes with non-marking soles must be worn on the courts at all times.
2. Padel-specific court shoes are recommended for play but not mandatory.
3. Pickleball-specific court shoes are recommended for play. If you are playing on a converted tennis court, shoes with non-marking soles must be worn on the courts at all times.
4. Shirts/tops must cover the midriff area, and players must wear shorts/skirts that provide full coverage.
5. Shirts and shoes must be worn at all times when on Club Facilities, except at the pool areas and locker rooms.
6. Bathing suits may only be worn in the pool areas and locker rooms. All other Club Facilities require appropriate cover-ups and shoes to be worn.

*Any Members or their guests, who do not appear sufficiently well presented may be refused entry. Please note any decision regarding the suitability of a Member’s or guest’s appearance will be at the sole and absolute discretion of the Club Management.

GENERAL RACQUET RULES

1. Court Policy. Indoor and outdoor court reservations may be made up to one week in advance starting at 7am. All racquet court reservations must adhere to our booking policy of thirty (30) minute minimum and ninety (90) minute maximum. Reservations are accepted for up to one and half (1.5) hour of court time.
2. Court Fees. Refer to the website for current information on pricing for indoor and outdoor courts.
3. Members must adhere to posted rules and guidelines for court play.
4. At the end of a member's 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.
5. Proper attire as determined by the Club is required at all times. Colors are permitted. Undershirts, cut-offs, bermudas, jams, blue jeans, bathing suits, slacks and walking shorts are not permitted. Regulation tennis-specific shoes with non-marking soles are required for tennis courts. Padel-specific court shoes are recommended for play but not mandatory. Pickleball-specific court shoes are recommended for play. If you are playing on a converted tennis court, shoes with non-marking soles must be worn on the courts at all times.
6. Skateboards, razor scooters, bicycles, roller skates, roller blades, etc. are not permitted on indoor or outdoor courts.
7. Proper etiquette should be observed at all times. Excessive noise, racquet-throwing or profanity will not be permitted at anytime. Trash and other litter must be deposited in the proper receptables. It is your responsibility to leave the courts as you found them.
8. Use of the indoor and outdoor courts shall be subject to the control of the Tennis Shop at all times. The Tennis Shop shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, or under adverse weather conditions. The Tennis Shop may reserve the courts for special events.
9. Lessons by unauthorized professionals are prohibited.
10. Social Members will have access to tennis clinics and lessons on a strictly limited basis and must be accompanied by a pro. Social members do not have access to tennis courts for general play. A Social Member may not pre-book lessons or clinics and may only schedule same day if a Full Club member is not on the waitlist for a pro, court or clinic. Social Members will be subject to an additional charge above Full Member pricing for lessons and clinics. Refer to the website for current information on pricing for clinics and lessons.

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. Members and guests must check-in at the front desk before accessing the pool facilities. Members are allowed three (3) guests maximum per membership, not per individual member.
3. Children ten (10) years and younger must be accompanied by an adult.
4. Trash should be placed in the containers located throughout the pool area.
5. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool or surrounding pool deck/cabana area.

6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.
7. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all times in the Club house, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
8. Running and hazardous activity are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
9. Diving is not permitted.
10. Swimming parties may be arranged through the Club in advance of the occasion.
11. 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.

PRIVACY POLICY

1. **Mobile Phone Usage.** Mobile phone etiquette is extremely important to our Members. In the interest of respect of our Members' dining experience, mobile phone usage in the Main Dining Room and on the court is not permitted.
2. **Permitted use of Devices.** Texting and the quiet use of apps on mobile phones are permitted in all areas of the Club at all times (except apps with voice or sound effects that may disturb other Members or guests). Computers and other non-telephone devices (such as tablets) may be used during the day in all areas except the Main Dining Room.
3. **News Media and Social Media.** Except with respect to Special Events as noted below, the Club has a strict no-press policy for Members and Staff. Members and Staff will be held accountable if they disclose or identify any other Members or guests, who visit the Club to any media written communication, radio, television or online news media. This also includes social media platforms such as Facebook, Instagram, Twitter, LinkedIn, Snapchat, YouTube, Vimeo and on personal blogs. Members may not make any negative comments about Club staff or Club members on social media or email blasts. No pictures or video of members, their families and guests may be used without the consent of those members, their families and guests. No pictures or video of Club activities may be used by parties other than the Club without the prior written permission of the Club. Members, their families and guests will be deemed by the Club to give consent to the Club taking pictures and video of Club activities.
4. **Guest Adherence to Policies.** Each Member is responsible for ensuring that his or her guests are aware of this Privacy Policy and comply with all other Member rules and policies.
5. **Special Events.** Each special event host ("Host"), with the approval of the Club's Event Manager in charge of the Special Event, will have discretion to determine the privacy policies applicable within the confines of the Special Event venue. Members and guests attending a Special Event must receive Club Management permission before recording, photographing, videotaping, publicizing, mentioning the Special Event in news media (live, print, or digital), social media, and otherwise publicly identifying or describing the Special Event, the Host, or its attendees.
6. **Consent to use Likelihood.** From time-to-time, Club-appointed Staff and Photographers/Videographers may be capturing photographically key events. Should you prefer to remain anonymous, please let the Manager on duty know and please position yourself

away from the camera. We will do everything we can to respect your privacy and to accommodate your concerns. T Bar M has the right to film, video or photograph member events and/or activities for use in our membership programming, promotions, public relations, and any other commercial/business purposes.

MEMBERSHIP

1. **Membership Admission.** Prospective Members may become eligible to be invited for Club membership by completing the membership candidate materials. The Club's Membership Committee, which shall be appointed by Club Management, will review each prospective Member, including credit and background checks as well as reference checks to verify that the prospective Member satisfies the criteria established by Club Management from time-to-time. However, no individual shall be discriminated against by reason of race, color, religion, sex, ancestry, national origin, age, disability, medical condition, sexual orientation, gender identity, or marital status. Prospective Members must complete a prospective member information statement, provide letters of reference, if requested, and participate in interviews, as requested by the Membership Committee. Member information statements and membership agreements, interview notes, and all discussions and proceedings of the Membership Committee shall be confidential and not subject to review by anyone other than Club Management.
2. **Membership Duration.** Memberships are non-transferrable, including by cause of death, although a pro rata portion of annual dues (but not the Initiation Fee) may be refunded to a deceased Member's estate. So long as a Member pays annual dues and all charges incurred at the Club, the Membership may be renewed at the sole and absolute discretion of Club Management on an annual basis. If a Member elects to withdraw from the Club due to financial necessity or relocation outside of the Dallas area, as confirmed by Club Management, the departing Member shall pay all outstanding charges incurred at the Club, and shall be entitled to a pro rata refund of annual dues, but the Initiation Fee shall not be refundable.
3. **Membership Conduct.** A Member may be subject to discipline at any time at the Club's sole and absolute discretion or for conduct violating provisions of this Charter, engaging in any illegal conduct at the Premises, for committing vandalism at the premises, engaging in altercations, or unreasonably disturbing other Members, guests, Staff or neighbors of T Bar M Racquet Club. Any Member whose conduct or whose guest's conduct (whether or not at the Club Facilities or directly related to the Club) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the Membership suspended or terminated by the Club. Any Member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such Member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the Club reserves the right to suspend a Member's privileges at the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a Membership and/or, after notice, terminate a Membership for failure to pay in a proper and timely manner annual dues, fees or any other amounts owed to the Club. A Member whose Membership is revoked shall not be entitled to any refund of annual dues or the Initiation Fee.
4. **Membership Levels.** Legacy Members are defined by the Club as individuals who joined T Bar M Racquet Club prior to January 1, 2023. These Legacy Members have been offered

exclusive membership levels and rates as of January 23, 2023. These rates are subject to change at any time.

Beginning January 1, 2025 Legacy Members will fall under one (1) of the four (4) Membership levels outlined below with respect to the level they applied for.

There are currently four (4) levels of Membership at the Club, with three (3) sub-tiers included. The four (4) membership levels are as follows:

- **Full Club Members.** Full Club Members are members who will have full access to the Premise and all the privileges of membership delineated in this Charter, including use of the Tennis Facilities. Full Club Members may nominate ten (10) prospective members for membership consideration, subject to final approval from the Membership Committee and Club Management. The annual dues payable by Full Club Members are established by Club Management and subject to change at any time.
- **Social Members.** Social Members will have access to the Premise and all the privileges of membership delineated in this Charter. Social Members are allowed to access the Club's pickleball and padel amenities, however, they are not permitted access to any tennis amenities. Select tennis lessons and group clinics will be available to Social Members on a limited basis and for an additional fee. Social Members may nominate five (5) prospective members for membership consideration, subject to final approval from the Membership Committee and Club Management. The annual dues payable by Social Members are established by Club Management and subject to change at any time.

The three (3) sub-tiers to membership tiers above are as follows:

- **Family Membership:** Membership includes primary applicant and spouse/partner, plus any dependents under the age of 22;
- **Single Membership:** Membership tier is reserved for single/unmarried members only and does not include dependents or partners/spouses; and
- **Young-Professional Membership:** Young professional memberships are open to applicants at least 21 and up to 30 years of age; upon turning 31, annual dues increase to full club rates.

* Note: Regardless of spousal use of the Club, an individual who applies with a marital status of married will be required to have a Family membership.

- **Century Members.** Century Members are a select group of Members who join the Club at this level by invitation only and will have full access to the Premises, all the privileges of membership delineated in this Charter, including use of the Tennis Facilities, and such membership benefits as provided in their Membership Agreements.”
- **Masters Members.** Masters Membership is open to Legacy applicants only at least 65 years of age and will have full access to the Premise and all the privileges of membership delineated in this Charter. Masters may nominate prospective members for membership consideration as it applies to their Club level, meaning Full Club or Social, subject to final approval from the Membership Committee and Club Management. The annual dues payable by Masters Members are established by Club Management and subject to change at any time. Masters memberships are allowed to sign up as a Single regardless of marital status. This offering is exclusive to Legacy Members only and will not be offered in the future. This offering expires January 1, 2025.

5. **Future Membership Levels.** Club Management may create additional levels of Membership in the future, and delineate the rights and responsibilities of those Members in an amendment to this Charter.