

## *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](http://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 social and wellness club that features tennis, padel and pickleball, 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 pair the current tennis and racquet sports facilities, with a dynamic highly curated social experience that caters to individuals and families in search of a communal anchor that is grounded in an active, health and wellness-focused mindset.
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 ACH, check or credit card with applicable fees. House accounts charged shall be settled at the time of purchase and/or at the end of the month. An automatic service charge may be added to all food and beverage service. The Club reserves the right to implement an ACH, credit or debit card billing system such that all annual dues, other fees and charges are billed to each member's approved form of payment. Each member must then furnish the Club with an approved form of payment to which the member authorizes the Club to charge annual dues, other fees and charges. The Club may implement fees at any such time for use of specific billing types on monthly dues, charges and fees.

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 Management team and if appropriate, 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. Emotional support animals are not permitted on the property at any time.
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 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 discretion, from time to time, and any such arrangements may be terminated or modified by the Club at any time. 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 fourteen (14) years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult or granted permission otherwise.
2. Children under the lawful drinking age are not permitted in any adult lounge area unless accompanied by an adult.
3. Members are always responsible for the conduct and safety of their children when at the Club Facilities and must make sure they are with them at all times. Members are asked to not allow their children to roam the dining areas of the Club during service hours, or frequent adult specific spaces designated throughout the Club as a courtesy to fellow members.
4. Members are asked to keep their children from utilizing areas and amenities around the Club for which they are not intended.
5. Children under the age of fourteen (14) are not allowed in the fitness and locker room areas unless accompanied by an adult.
6. Children under the age of fourteen (14) are to be accompanied by an adult to all Club hosted events, unless expressed by the Club that they may do so.
7. Please refer to the Pool Guidelines for age requirements surrounding the pool and pool areas.

## **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 any time 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 via the receptionist upon arrival at the Premises or via email or phone where applicable. Members must be present with their guests at all times. Failure to register a guest may result in a \$50 fine.
4. Each Member may bring up to three (3) guests for tennis and racquet amenities per visit. The

Member may not bring the same guest for any racquet sport more than once (1) a month.

- There is a \$15 outdoor court and \$25 indoor court fee per person.
5. The gym is for the sole access of members only and may not be accessible by guests at any time.
  6. Members may bring up to three (3) total guests per membership when accessing the pool; not three (3) per member. Meaning a family of five (5) may only bring three (3) guests with them at any given time to the pool and pool area. The Club reserves the right to restrict guest access at any time due to operational needs or conflicts.

## RESERVATIONS AND CANCELLATIONS

1. Reservations are strongly encouraged through our Member Club App or website. Tables will be issued at the discretion of the restaurant manager. Only Members may make dining reservations.
2. Members must be present for the entirety of their dining reservation. Failure to show may result in a membership fine of \$250.
3. Reservations may not be canceled on less than 24 hours' notice.
4. Reservations may be forfeited if a Member is 15 minutes or more past the reserved time.
5. 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 and price per person may be required for groups that exceed 10 or more, including children.
6. Reservations for member sponsors banquets and special events should be made in advance through our catering and private events team and are subject to non-refundable deposits.
7. The dining and special event reservation policies shall be determined by the Club and may change from time to time. Member sponsors must be in attendance for the entirety of the event.

## 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 or modified 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 a la 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 recreations 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. No crop tops allowed.
5. Shirts and shoes must be worn at all times when on Club Facilities, except at the pool areas and locker rooms.
6. Appropriate 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.
7. Members should only change attire in designated changing rooms and locker rooms and refrain from changing in communal areas.

\*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.** Full Club Members. 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. Members must adhere to posted rules and guidelines for court play.
3. **Court Fees.** Refer to the website for current information on pricing for indoor and outdoor courts.
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. Skateboards, razor scooters, bicycles, roller skates, roller blades, etc. are not permitted on indoor or outdoor courts.
6. Proper 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. It is your responsibility to leave the courts as you found them.
7. 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.
8. Lessons by unauthorized professionals are prohibited.

9. To participate in a tennis league – TCD, USTA or other – a Members status must be Full Club for the duration of said season or league.
10. Social Members will have access to tennis clinics on a strictly limited basis and must be accompanied by a pro. Social members do not have access to tennis courts for general play or lessons. A Social Member may not pre-book clinics and may only schedule same day if a Full Club member is not on the waitlist for a clinic. Social Members will be subject to an additional charge above Full Member pricing for clinics. Refer to the website for current information on pricing for clinics and lessons. Management may reduce the ability for Social Members to participate in tennis access based on matters we deem fit.

## 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. Meaning a family of five (5) may only bring three (3) guests per visit.
3. Children fourteen (14) 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. 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. Be respectful of your fellow members.
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 until 6pm in all areas except the Main Dining Room. At 6pm, all laptops and devices must be put away. No speaker phone usage is allowed at any time.

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 Likeliness.** 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.

## BILLING

1. **Monthly Dues and In-House Charges.** Monthly statements can be found on [www.tbarmtennis.com](http://www.tbarmtennis.com) via the “LOGIN” portal. Membership will receive a monthly email notification with their statement – which can also be found in their account. Statements are processed on a calendar month basis. On the first (1st) of each month, membership dues for the current month are applied, as well as all charges incurred for club services during the previous month.
2. **Charging Privileges.** T Bar M provides membership charge privileges to all members. All dependents are afforded club charge privileges unless notified through club services in writing. These charges are reflected on monthly billing statements.
3. **Payment Methods.** All memberships are required to have automatic payment by ACH through checking or savings accounts or credit card. If the member chooses to use a credit card, there is an additional 2.9% processing fee\*\* effective January 1, 2025.
4. **Payment Disputes.** Members may dispute specific charges for up to thirty (30) days following the bill date. Disputes must be brought to the club billing department in writing ([accounting@tbarmtennis.com](mailto:accounting@tbarmtennis.com)). The Club will investigate and resolve disputes in a timely manner. Any accurate disputes after the tenth (10th) are adjusted on the membership account to be processed as a credit against the next billing cycle.



5. **Late Fee and Returned Payment Policy.** Members must maintain current status on membership charges to retain membership and enjoy club privileges. Members are required to notify the club of any changes to credit card or checking accounts that may prevent the monthly billing from processing on time. The club charges late fees and return fees for accounts that cannot be processed due to insufficient funds or change of account status.
  - a. Any returned checks or declines will incur a \$25 return fee penalty, per decline.
  - b. Any accounts unpaid after ten (10) days of billing will incur a \$50 late fee.
  - c. If payment in full is not made prior to the end of the month in which the statement is received the unpaid balance is considered delinquent and is considered 30 days past due.
6. **Past Due Bills.** Any member whose account goes 30 days past due will have privileges to the Club suspended until payment is received in full. Suspension includes all privileges and benefits afforded to a member to participate in any Club activity, including but not limited to racquet sports, pool, locker room, reciprocal programs, fitness center, and dining. While under suspension, all applicable dues, fees and charges continue to accrue.
  - a. Members whose accounts are considered delinquent three (3) times within a 12-month period, will be subject to termination of their membership.
  - b. Membership will be terminated if there is any unpaid balance over 60 days. Membership privileges may only be reinstated with management approval and if the charges for all outstanding statements have been paid in full, plus any reinstatement fee in effect at that time.

There will be no exceptions to this policy except at the discretion and direction of the General Manager. Hardship situations will be referred to the General Manager for review and evaluation.

T Bar M Racquet Club shall, from time to time, and at its sole discretion, adjust the amount and the terms of payment of the dues required for new or continued membership. The obligation to pay dues is not dependent on the availability of all the Club's facilities or the member's frequency of use. Tournaments, Member hosted or Club sponsored events, repairs, maintenance of some facilities, renovations, and/or other occurrences may make it necessary for the Club to restrict the use of one or more facilities, or to close a Club location temporarily. Dues will not be reduced or suspended during the time when facilities are unavailable.

## **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. A Member must notify the membership team in writing via email 30-days in advance of desired cancellation date.
4. **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 a 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.
5. **Membership Levels.** Please refer to the website for current membership levels and pricing. These rates are subject to change at any time.

There are currently five (5) levels of Membership at the Club, with three (3) sub-categories included.

- **Full Club Members (1)** will be granted privileges to utilize the Club's full scope of Club benefits, including exclusive access to all tennis and racquet sports, facilities and programming. Full Club Members will also have access to the Club's dining and hospitality, social programming, wellness, recovery, fitness, spa, and family-friendly amenities.
- **Social Members (2)** have access to the Club's dining and hospitality, social programming and wellness, recovery, fitness, spa, reciprocal clubs and family-friendly amenities. Social Members are allowed to access the Club's pickleball and padel amenities, however, they are not permitted access to any tennis amenities. Social Members are eligible to upgrade to Full Club Membership at any time, pending availability.
- **Masters Members (3)** 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. 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.

There are three (3) sub-tiers which are applicable to the above membership levels and 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 or has dependents under the age of 22, will be required to have a Family membership.

- **Century Members (4)** 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.
  - **Non-Resident Members (5)** are a class of membership that is limited to a person(s) whose legal residence and place of business are more than 100 miles from the club house. Non-resident members shall be entitled to use all the facilities of the club. \*Applicants subject to homestead verification.
6. **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.
7. **T Bar M Jr. Academy Program** is accessible to Members and Non-Members. For information regarding our Jr. Academy Program, pricing and availability, please refer to our website.
- Junior Program and Academy fees are handled separately from membership. You do not need to be a member to have your child participate in the Junior Program and Academy. Full Club Members are offered a discount on Junior Program and Academy fees.
  - Non-Member participants in the Jr. Program may only access courts for lessons and group times and will be unable to use the Club during non-program times, including indoor/outdoor court bookings, ball machine, dining, gym access, etc. Immediately prior to, after and during their lessons, athletes will be able to access designated, kid-friendly areas only.
  - Prior to the club's renovation being completed in 2025, there will be no changes to how parents currently access the club. Beginning January 1, 2025, Junior Program parents will have access to designated areas, where they can watch their child practice and play.