



# **PALMAS ATHLETIC CLUB**

## **MEMBERSHIP PLAN AND CLUB RULES**

### **2025**

# PLAN FOR THE OFFERING OF CLUB MEMBERSHIPS

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## **I. INTRODUCTION**

### **A. Purpose of PAC**

This Membership Plan invites you to become a member of the Palmas Athletic Club **(PAC)**. PAC will be offering one membership which includes golf, tennis and Beach Club **which are facilities owned by the Palmas del Mar Athletic Club Inc. (the Corporation)**. All Palmas del Mar property owners, as well as non-property owners, may become members of the Corporation in accordance with this membership plan.

Members and their families will have the opportunity to take advantage of the many activities offered, such as golf, tennis, fitness, beach, swimming, and social activities.

### **B. PAC Facilities**

The “**PAC Facilities**” include, or have the potential of including, the following facilities at Palmas Athletic Club.

#### **1. Golf Facilities**

- 18-hole championship golf course designed by Rees Jones
- 18-hole championship golf course designed by Gary Player
- Main clubhouse consisting of approximately 40,000 square feet including a covered patio, a golf pro shop, a restaurant/grill and a member’s lounge operated by a concessionaire, card rooms, ladies and gentlemen’s locker/lounge area for members only and separate locker facilities for resort guests, bag storage, and a state-of-the-art golf cart storage facility.
- Double-ended driving range with up-to 60 stations, target greens, and teaching facilities.

#### **2. Beach Club Facilities**

- Beach clubhouse that includes ladies and gentlemen’s day-use lockers, showers, and changing facilities
- Pavilion with indoor dining facility
- Beachside bar and grill operated by a concessionaire.
- Parking facilities for cars and golf carts
- Beach Tennis
- Swimming facilities, including:
  - ✓ large adult swimming pool with areas reserved for both waterside lounging and lap swimming
  - ✓ children’s wading pool
  - ✓ chaise lounges and umbrellas
  - ✓ Jacuzzi

#### **3. Racket Center Facilities**

- Tennis center with 14 tennis courts and 6 pickleball courts
- Tennis pro shop

- Ladies and gentlemen's shower facilities
- The Center Court Bar and Grill operated by a concessionary.

#### **4. Fitness Facilities**

- Cardiovascular equipment
- Weight training equipment
- Fitness sessions (by appointment).

#### **C. Ownership of PAC Facilities**

PAC Facilities are owned and operated by Palmas Athletic Club; Inc. (PAC) hereon referred to as **PAC**.

#### **D. Access to Club Facilities Restricted**

PAC Facilities are available for use by members of PAC, their guests, and other people permitted by PAC from time to time, all as provided in this Membership Plan.

#### **E. Membership Packages**

Club membership will be available for the following groups:

##### **1. General Membership.**

**All Palmas del Mar property owners and their spouses or significant other, are entitled to apply to become members of PAC under regular membership. The membership grants them access to all club facilities and membership privileges. Children and grandchildren of any member are covered by the membership until the age of 26.**

**Non-property owners and their spouses or significant others are also entitled to apply for a general membership of the PAC with the same access to club facilities and membership privileges as property owners.** This membership is subject to availability and conditions established in section II (2) of these rules. Rules regarding children and grandchildren also apply to non- property owners' membership.

##### **2. Junior Membership.**

The Junior Membership Package (including Golf, Tennis, and Beach Club) are available for single people between 26 and 30 years old. A Birth certificate, passport or government ID to demonstrate eligibility is required.

Once the Junior Member attains the age of 31, he will have to migrate to the millennial membership category to retain his membership. Junior members are exempt from the payment of the initiation fee.

### 3. Millennial Membership

The Millennial Membership Package (including Golf, Racquet Sports, and Beach Club) are available for people between 26 and 35 years old. Eligibility will be considered based upon eldest family member. Eldest members or dependent cannot exceed 35 years of age. Membership includes immediate Family (Spouse and Children up to 25 years of age). Birth Certificate of children is required. Once the Millennial Member attains the age of 36, he will have to migrate to the General Membership category to retain his membership. Millennial members are exempt from the payment of the initiation fee.

### 4. Legacy Offer

The legacy offer will be available for immediate family members, referring to children, grandchildren, siblings, parents and grandparents of PAC members in good standing. This offer allows the described family members to join PAC without paying an initiation fee. The monthly dues will depend on the type of membership (Junior, Millennial, Corporate or Full). A Junior Member and a Millennial member can then also migrate, when age-appropriate, to a regular full membership, again without an initiation fee. The benefit will be valid one-time only for the same immediate family member if the Legacy member decides to cancel the membership. The Legacy offer will not be available in case of a membership reinstatement and the required initiation fee must be paid. A birth certificate to demonstrate eligibility is required.

## 5. Corporate Memberships

PAC offers corporate membership. This membership is requested by the president of the company and only he can add, change, or cancel corporate members under his corporation. Initiation fees and monthly dues are subject to the number of memberships included on the corporate package established by the president of the corporation and Palmas Athletic Club. The Corporation is responsible for the payment of initiation fee and membership monthly dues.

## F. Membership Eligibility

**PAC** offers **Corporate Membership** (including Golf, Racket Sports, and Beach Club) to bonafide corporations. The purpose of a Corporate Membership is not for individuals to get together and form a phantom corporation just to benefit from reduced PAC entry fees and monthly membership payments. To be eligible

for corporate membership the corporation must:

1. All payments for corporate memberships must be made from the Corporations bank account or credit card. No payments from individuals shall be permitted.
2. The Corporation shall provide PAC with annual evidence that the beneficiaries of corporate membership are Bonafide employees of the corporation.
3. Any corporation or member of a corporation that does not comply with 1 and 2 above will lose the privilege of a Corporate Membership and will immediately convert to a regular individual member and will pay the monthly fees applicable to an individual member. The Corporate Member that is converted into a regular individual member will not have to pay any additional entry fees.
4. **The corporation will designate the users of its membership at its own discretion.**
5. **Registered corporation will have to submit Employer Identification Number**
6. **Membership includes immediate family (Spouse, Children and Grandchildren up to 26 years old). Birth Certificate of Children and Grandchildren**

#### **G. Initial Dues Offering**

<b>BENEFITS</b>	Corporate Membership (Golf, Racket Sports and Beach Club), Three (3) Golf Clinics, Three (3) Tennis Clinics, Nine(9) days advance tee time and Three (3) days in advance Court time reservations, 15% discount in F&B and 15% discount in Pro Shop Merchandise.
<b>INITIATION FEES</b>	<p>\$5,000 Initiation Fee - one (1) corporate membership.</p> <p>\$9,000 Initiation Fee – two (2) corporate memberships.</p> <p>\$12,000 Initiation Fee – three (3) corporate memberships.</p> <p>\$15,000 Initiation Fee - four (4) corporate memberships.</p> <p>Five (5) or more memberships will pay a \$3,000 initiation fee per membership.</p>

<b>MONTHLY DUES*</b>	<p>\$385.99 plus Tax - one (1) corporate membership and his family.</p> <p>\$366.03 plus Tax - 2 to 4 corporate memberships and their families.</p> <p>\$346.06 plus Tax - 5 or more corporate memberships.</p>
<b>MEMBERSHIP TERM</b>	One-year commitment is required
<b>PAYMENT</b>	The corporation or designee must provide a credit card or bank account where dues will be billed monthly at the beginning of the month. The payment of the initiation fee is required at signing of membership agreement; said initiation fee is not refundable under any circumstances. All fees and taxes are subject to change. Membership dues may not be increased over the amount charged in the previous year by more than 10%. This does not preclude the corporation from the responsibility of all membership dues.

## 6. Founding Fathers Membership

All members who join PAC during the first four months of operation from December 1, 2010, up to March 31, 2011, will be considered Founding Members and will pay 80% of the Full Membership Dues. This discount will apply for the lifetime of their membership as long the account it's in good standing. The members will pay 80% of the designated monthly fee established at any time in the future.

## H. How to Apply for Membership

A Corporate who desires to apply for **PAC** membership must comply with the following requirements:

- Complete and sign the *Membership Application Form*
- Payment receipt of the initiation fees.
- Payment- The corporation or designee must provide a credit card or bank account where all memberships dues will be billed monthly at the beginning of the month. The payment of the initiation fee is required at signing of membership agreement; said initiation fee is not refundable under any circumstances. All fees



and taxes are subject to change. Membership dues may not be increased over the amount charged in the previous year by more than 10%. This does not preclude the corporation for responsibility of all membership dues. If the corporation adds a new membership, the new membership will pay the initiation fee required depending on the amounts of active memberships and initiation fees paid by the corporation.

- Executive Membership Transfer- The corporation is entitled to change an executive member and assign a new one in the event of a change in the business relation between the corporation and/or business partner. The corporation must continue paying the monthly dues to keep the membership active. In the event of cancellation of an executive membership, the corporation will lose any payments made and member privilege for the specific membership.

In the event of an initiation fee increase new corporate membership are subject to the new fee increase.

- Persons or entities who desire to apply for a membership in PAC must comply with the following requirements:
  - Complete and sign the Application for Membership; and
  - Mail or deliver the completed and signed **Application for Membership** and the amount of the required payment as set forth in the **Application for Membership**, if required, to 1 Country Club Drive, Palmas del Mar, Humacao, Puerto Rico 00791 or by email to membership@palmaspac.com.

## **I. Initial Dues Offering**

1. The initiation fee is required at signing of membership agreement; said initiation fee is not refundable under any circumstances. **All Memberships packages require the payment of the initiation fee.** The initiation fee is subject to the type of membership acquired. These amounts could be increased, from time to time, by the PAC's Board of Directors, at its discretion. Monthly dues for Membership including Golf, Racquet, and Beach Club will be \$385.99 per month for full membership, from \$346.06 Corporate Membership, \$259.55 for the Millennial Membership and \$173.03 for the Junior Membership. These amounts could be increased, from time to time, by the PAC's BOD, at its discretion. Increases in the payment of dues will never be more than 10% a year unless they are justified by financial necessity and approved by the majority of the members at a regular or extraordinary meeting.
2. All memberships plans require a One-year commitment.
3. **Members must provide a credit card or bank account where dues will be billed monthly at the beginning of the month.** The initiation fee payment is required at signing of membership agreement; said initiation fee is

not refundable under any circumstances. All fees and taxes are subject to change.

4. **Temporary Waiver in the Payment of Dues:** Any member of the PAC, who is current in the payment of his dues, will be allowed to request to the Membership Committee a temporary waiver in the payment of dues. The waiver can be only granted for medical reasons and for a period of no longer than a year. For this waiver the member must submit to the Committee evidence of the existence of a medical condition that will not allow the member to enjoy member benefits. The waiver will end once the member overcomes the medical condition or the one-year term elapsed, whatever comes first. During the time of this temporary waiver neither the member nor his family members will be allowed to participate in PAC's activities, to use PAC's facilities or receive any of the benefits of the membership. After receiving the members' written request and analyzing the evidence, the Committee, at its discretion, will issue a ruling to the BOD for its final approval. Members will be allowed to request these benefits only once during the term of their membership. This benefit is not available for corporate memberships.

## **J. Representations on Information in This Membership Plan**

**No person has been authorized to give any information or make any representation or agreement not contained in this membership plan and its exhibits, including the General Club Rules, and if given or made, such information or representation or agreement must not be relied upon as having been authorized by PAC.**

**Membership in PAC is offered only for recreational purposes.** Membership in PAC is being offered exclusively for the purpose of permitting people to obtain membership and recreational use of PAC facilities. Memberships should not be considered as an investment and no person obtaining membership should expect to derive any economic profits from membership in PAC.

**No Federal, State or Commonwealth authority has passed upon or endorsed the merits of this membership plan.**

## **II. GENERAL DESCRIPTION OF THE MEMBERSHIP PLAN**

PAC proposes to implement this Plan for the Offering of Club Memberships and the General Club Rules (collectively referred to as the "**Membership Plan**"), pursuant to which the right to use PAC Facilities will be available to members of PAC, guests of members, resort guests and other persons permitted by PAC from time to time, all as herein provided.

### **A. General Membership Considerations**

## **1. Categories of Club Membership**

Club Memberships will include Golf, Tennis, Pickleball and Beach Club Facilities. The PAC BOD (Board of Directors) shall, at its sole discretion, create, design or eliminate memberships categories, according to its needs.

## **2. Number of Club Memberships in PAC**

The goal of PAC is to have 1,500 memberships, primarily from property owners of the Palmas Del Mar resort community. If the number of members is not reached during the first six months of operation, PAC, at its sole discretion, may open membership to the public with a "call back" option to make room for property owners, if required.

Call back defined:

In the event that PAC understands that it needs to open more memberships for Palmas Del Mar property owners, but there are 1,500 active memberships issued, PAC at its sole discretion may deny the renewal of the membership of non-Palmas Del Mar property members on a last in first out basis, thus making room upon the expiration of said non property owners membership for Palmas Del Mar property owners to become members. PAC shall have the right to enact and further define the call back rules and procedure.

## **3. Member Only and Member Preferred Facilities**

Certain facilities may be designated for the exclusive use of **Club Members**, including the Beach Club Members Locker Rooms, and the Members Lounge in the Main Clubhouse. Resort Guests may also have access to these facilities, if covered by a Reciprocal Access Agreement, or otherwise permitted by PAC.

One of the golf courses may be designated on selected days or dates as a Member-Preferred golf course on a rotating basis. The golf course designated as the Member-Preferred golf course will be available to Club Members on a priority basis prior to 1 p.m. each day. Resort guests may be allowed to play on the designated Member-Preferred golf course prior to 1 p.m. only to the extent that tee times remain available three (3) days prior to the day of play.

Additionally, a certain number of tennis or pickleball courts may be reserved on selected days or dates for member play only. Resort guests may be allowed to play on those courts only to the extent those courts remain available and not reserved by members three (3) days prior to the day of play.

## **4. PAC May Add Additional Facilities to PAC Facilities**

PAC shall have the right, but not the obligation, to modify, expand or add additional facilities to PAC Facilities at its sole discretion, including additional golf facilities, sports facilities, and Beach Club Facilities.

Neither PAC nor its affiliates shall have any liability whatsoever to the members in the event additional Club Facilities are not constructed. In the event PAC Facilities are expanded, PAC shall have the right to increase the number of memberships available in PAC, establish additional categories of membership, establish the terms and conditions for use of the additional facilities, and increase membership dues.

PAC and/or its affiliates may create additional private clubs within Palmas del Mar. The availability and conditions of membership in any such club shall be determined by PAC and/or its affiliates, at their sole discretion from time to time.

## **B. ELIGIBILITY FOR MEMBERSHIP**

### **1. General Eligibility Requirements**

Club Memberships are being offered to those people who are eligible as defined on section I (E) of this Membership Plan.

### **2. Transfer of Membership through Sale of Property**

A Palmas del Mar Property Owner (PHA), who is a Member of PAC, may transfer his membership with the sale of his property but the new owner must pay the initiation fee. A member who owns more than one property in Palmas Del Mar may choose to purchase more than one membership and pay for each membership acquired in order to transfer said membership to his purchaser once the property is sold. A member who owns more than one membership shall only have one vote in matters of PAC and the corporation if applicable regardless of the number of memberships acquired and paid by said member.

### **3. Membership Subject to Availability**

All Palmas del Mar property owners will be entitled to become Club Members, subject to the terms and conditions herein stated, PAC may issue additional membership at its sole discretion.

## **C. MEMBERSHIP PRIVILEGES**

All membership privileges will be subject to this Membership Plan, as it may be amended from time to time at the sole discretion of PAC'S BOD. Each membership entitles the member to the following privileges:

- **Membership** - Members will be entitled to use all the golf, tennis, pickleball, fitness, beach club, and social facilities of PAC. Members will not be required to pay greens fees for use of the golf facilities or court fees for use of the tennis or pickleball facilities but will be required to pay reduced golf cart fees. Members will be entitled to reserve golf starting times nine (9) days in advance, tennis and pickleball court times three (3) days in advance.

## **D. FAMILY PRIVILEGES**

### **USE OF PAC FACILITIES**

A Member's Immediate Family will be entitled to use PAC Facilities in accordance with the use rights associated with the Member's Membership. A Member's "Immediate Family" currently includes the Member's spouse and the Member's children and grandchildren under the age of twenty-six, with evidence of such as determined by the PAC'S Administration or General Managers Office, at in its discretion.

### **SIGNIFICANT OTHER**

"Immediate Family" also includes an individual living together with a member in a conjugal relationship in the same household as a family unit for a period of at least one year with evidence of such as determined by the PAC'S Administration or General Managers Office, in its discretion.

The Member will be responsible for the action and conduct of his immediate family and the payment of charges incurred but not paid by the Member's Immediate Family within PAC's customary billing and collection procedures.

## **E. Members May Have Guests Use PAC Facilities**

A member will be entitled to have guests use **PAC Facilities** in accordance with the dispositions herein contained, General Club Rules of PAC and local rules of each venue of PAC. Members will, **AT ALL TIMES**, be responsible for the payment of all applicable guest fees and charges incurred. Members will, **AT ALL TIMES**, be responsible for the conduct and deportment of their guests.

Children and Grandchildren of a member are not allowed to bring guest into any of the venues of PAC.

### **1. Use of Membership Privileges by Tenants of a Club Member's Residential Unit in Palmas del Mar**

PAC may allow the tenants of a Club Member's residential unit in Palmas del Mar the use of PAC Facilities, subject to the terms and conditions established by PAC, at its sole discretion, from time to time. The tenant must apply **for Club Membership** and be approved by PAC, to obtain membership use privileges to use PAC Facilities.

## **2. CAREGIVER AND NANNY'S PASS**

A family member or paid helper who regularly looks after a child or sick elderly or disable person will be granted free access to any PAC'S facility while performing this job. The Office of the PAC'S General Manager will issue a pass card for this person at the request of any Member, upon submittal of the proper documentation as determined by the PAC'S administration office.

## **F. Membership Initiation Fee for Club Membership**

PAC reserves the right to create and impose such initiation fees if it is necessary.

## **G. Transfer of Club Memberships**

### **1. Resignation**

Club Members who desire to resign their membership must give PAC written notice of their resignation from PAC sixty (60) days prior to such a resignation. If member resigns prior to the one-year commitment he shall pay the outstanding balance due for the year, if PAC has to incur in legal representation in order to recover the remaining balance of the year for the resigning member as herein stipulated, said member shall be liable to PAC for the attorney's fees and reasonable costs incurred by PAC to recover said outstanding balance, thus herein expressly authorizing a judicial court to enter judgment in favor of PAC which includes the outstanding balance plus the attorney fees incurred by PAC.

### **2. Moving within Palmas Del Mar**

If a Club Member sells his/her residential unit or lot within Palmas del Mar and purchases another residential unit or lot within Palmas del Mar, he/she may continue that Club Membership.

### **3. Moving from Palmas Del Mar**

In the event a Club Member sells his or her residential unit or lot in Palmas del Mar and does not purchase another residential unit or lot within Palmas del Mar, but desires to retain PAC Membership, said member may keep the membership by continuing to pay PAC dues but subject to conditions established in section II (2) of

these rules.

#### **4. Transfer of Membership upon the Death of a Club Member**

A Club Membership shall be transfer upon death of a member to the spouse. Upon spouse death this membership can be transfer (if interested) to their son or daughter but subject to conditions established in section II (2) of these rules.

#### **5. Legal Separation or Divorce of Married Members**

If Club Members who are married or in a sentimental relationship in the nature of marriage, become legally separated or divorced, they may remain members provided they each rejoin PAC individually. If both spouses decide to continue with the membership, one of the two must file for a new membership with the payment of the initiation fee. This new membership will be subject to availability pursuant to conditions established in section II (2) of these rules.

### **H. Application for Club Membership**

#### **1. Review of Application for Club Membership**

All applicants for membership will be subject to approval by PAC GM Office. Upon receiving the **Application for Membership**, PAC will determine whether the applicant has satisfied the relevant conditions of membership. If the applicant has satisfied those conditions, the applicant will be notified in writing that the application has been acted upon favorably or not.

### **I. Dues and Charges**

#### **1. Dues, Fees, and Charges Set Prior to Each Membership Year**

PAC's membership year will constitute a twelve-month period commencing January 1 and ending on December 31 of each year, unless otherwise established by PAC. Each year PAC will determine the number of dues, fees and other charges to be paid by each member of PAC for the next membership year.

#### **2. Dues Increase Limit**

Membership dues for Club Members may not be increased over the amount charged in the immediately previous year by more than 10%.

#### **3. Financial Responsibility for Membership**

Each member shall be legally and financially responsible for their acts or omissions as well as those acts or omissions of their immediate family and guests.

## **J. Other Memberships and Use Privileges in PAC**

### **1. Use of Club Facilities by General Public**

The General Public may be entitled to use PAC Facilities upon payment of the applicable use fees and charges, as determined by PAC GM Office at its sole discretion from time to time, except for those portions of PAC Facilities and during those time periods which are reserved for use by members only.

### **2. Short-Term Memberships**

PAC reserves the right, in its discretion, to issue short-term memberships, and to otherwise provide access to PAC Facilities, except those portions of PAC Facilities and during those time periods which are reserved for use by Club Members only upon such terms and conditions as determined by PAC from time to time in its sole discretion. Short-term memberships will not count against the membership cap.

## **K. Reciprocal Access**

PAC may enter into agreements permitting the use of PAC Facilities in exchange for use privileges for Palmas Athletic Club members at other clubs or facilities. PAC and/or its affiliates shall not be liable in any manner whatsoever in the event a reciprocal access agreement is terminated.

## **L. Club Operations**

### **1. Management, Control, and Operation of PAC Facilities**

Members will be entitled to elect a chairperson for each area of PAC (Racquet Center and Golf), and six at large members who in turn will be a part of PAC's Board of Directors.

PAC BOD, its agents or assignees, will manage and operate PAC facilities by using sound business practices guided towards the preservation of PAC's assets. PAC is responsible for the administration of PAC facilities and will have the exclusive authority to accept members, set dues and charges, amend this **Membership Plan** and the **General Club Rules**, and control the management and other affairs of PAC and PAC Facilities.

### **2. PAC has the Right to Designate Individuals to Use PAC Facilities**

PAC BOD and its designees shall have the right to designate persons who may use



any or all of PAC Facilities, including the Beach Club, for any purpose and upon such terms and conditions as are determined by PAC, at its sole discretion, from time to time.

The persons designated by PAC BOD shall include, without limitation, persons who are employees of PAC, local dignitaries, persons who are prospective purchasers of memberships and property in Palmas del Mar, including, but not limited to, new property purchasers, resale purchasers, resort guests, and persons who are involved in special events held at PAC, including tournaments. Use of PAC Facilities by members may be restricted or reserved by PAC, at its sole discretion, from time to time.

### **3. PAC has the Right to Use PAC Facilities for Promotional Purposes**

PAC and its designees shall have the right, at any time, to hold promotional and other special events, including tournaments and/or instructional programs at PAC. PAC shall further have the right to promote PAC Facilities and membership program in advertisements and promotional materials by referring to PAC Facilities and the availability of memberships in PAC.

### **M. PAC Board OF DIRECTORS**

The PAC Board of Director (BOD) Shall be responsible for the management of PAC, said board shall be composed as follows:

- (i) The President of PHA
- (ii) Racquet Center representative
- (iii) Golf Club representatives
- (iv) Six (6) at large Members.

All directors must be Palmas del Mar Property Owners' and Club Members.

Each Board member shall have one vote, and business shall be conducted according to a majority of votes, shall there not be unanimous consensus among the directors. The directors and the positions in the structure of the corporation shall be elected as indicated in the bylaws of the corporation.

### **DUTIES AND RESPONSABILITIES:**

The PAC Board of directors shall be responsible for exercising all such powers of the corporation by doing all such lawful acts and things which are not prohibited by statute or by the By-Laws. The duties of the Board of directors shall include, but not be limited to:

- (a) Contract and negotiate in the name of the corporation for the benefit of the corporation and its members.
- (b) Call special meetings whenever it is deemed necessary.
- (c) Establish, levy, assess and collect the assessments, monthly dues and special assessments as herein established.

- (e) Adopt, modify, and publish the rules and regulations concerning the membership of PAC and its members.
- (f) Keep corporate records of all corporate affairs.
- (g) Negotiate and sign with governmental and private entities the restructuring of corporate debts and the acquisition of debts, lines of credit and other credit facilities for the benefit of the corporation.
- (h) Determining the needs of each club area, considering the concerns of the presidents of each club area and the members at large.
- (i) Any other legal or personal endeavor as may be carried out by a natural person for the benefit of this corporation.

## **ELECTIONS AND TERMS OF ELECTED OFFICIALS**

Except for the first Board of Directors which shall not be elected and shall be composed as established by the incorporators of this corporation, all subsequent boards shall be elected as herein established.

Terms:

The Terms for the Board of Directors shall expire as follows:

1. The President of PHA, term will not expire; will change when a new PHA president is elected
2. 6 of the members of the large will serve for a 3-year term
3. The Representative of each club area will serve for a 2-year term

Elections shall be held according to the expiration of the terms and may be conducted as determined by the Board of Directors.

The Directors of each area that comprises PAC may form committees which may help each director in his functions at the different areas of PAC.

### **Club Committees**

PAC has established standing committees including a Golf Committee, Racquet Sports Committee, Beach Club Committee, Membership Committee, Election Committee and may establish other committees that are deemed necessary by PAC from time to time. The director of each area of PAC (Golf, Tennis, Pickleball) shall appoint committee members. Chairpersons on the committee will be elected for a term of two (2) years and shall be members of the Corporation. The management of PAC will meet with these committees on a regular basis to discuss member programs and events at PAC.

## **N. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS**

### **1. Acknowledgment of Membership Rights**

Membership in PAC allows the member to use PAC Facilities in accordance with this **Membership Plan**, as it may be amended from time to time. PAC reserves the right, at its sole discretion, to add, modify or eliminate membership categories, to increase or reduce the membership cap, to establish the membership dues, fees, and charges from time to time, to reserve memberships, to terminate or modify this **Membership Plan**, to discontinue operation of any or all of PAC Facilities, to sell PAC Facilities on such terms as PAC determines at its discretion and to make any other changes in the terms and conditions of the membership or PAC Facilities available for use by members.

## **2. Members Rights Governed by Membership Plan**

If approved for membership in PAC, the member agrees to be bound by the terms and conditions of this **Membership Plan**.

## **3. Previous Palmas Del Mar Country Club Membership Deposits**

PAC and the Corporation hereby declare that it has **ABSOLUTELY NO AFFILIATION** to the Palmas del Mar Country Club, Inc. (PCCI), and thus is not responsible, nor has any knowledge of anything having to do with the membership deposits and/or initiation fees charged by PCCI to former members of the Palmas del Mar Country Club, and thus is not responsible for refunding or giving credits for said deposits and/or initiation fees.

## **4. Disciplinary Action for noncompliance with Club Rules**

The violation of any of the rules and regulations herein contained, the General Club rules and those of each individual area of PAC whether herein contained or a local Club area rule, by a member, their family members, any one included under such membership plan and or any guests of members, may give rise to the disciplinary action determined by the Board of Directors; which determination may range from an admonishment to dismissal from PAC, depending on the severity and circumstances of each particular case and said action shall be of the exclusive determination of the Board of Directors by a majority vote. In the event that any person is dismissed from PAC for violation of rules, no amount of money whatsoever shall be returned, and the dismissed party shall be liable for the payment of the remainder of the year as stated in this membership plan. A dismissed party who has prepaid any amount whatsoever, hereby accepts that said prepayment shall be forfeited by PAC as liquid damages for the acts for which the member has been dismissed and no portions of said prepayment shall be returned. All who apply for and are granted membership in this Club, their family members, anyone included under such membership plan and/or any guests of members, hereby expressly

agree to abide by these rules and accept the rules and the disciplinary actions herein described in the event of a violation of these rules.



## *General Club Rules*

# **GENERAL CLUB RULES**

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## **GENERAL CLUB RULES**

1. Members and their guests shall abide by all General Club Rules of PAC and the Tennis, Golf and Beach Club rules as they may be amended from time to time.
2. PAC Facilities should be open on the days and during the hours as may be established by PAC. Areas of PAC may also be closed from time to time for scheduled maintenance and repairs.
3. Performance by entertainers will be permitted at PAC only with the permission of PAC Manager.
4. Dining room activities for groups will be permitted only with the permission of the PAC Manager.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at PAC during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of Puerto Rico.
6. Outside catering is not permitted. All food and beverages consumed on PAC Facilities must be furnished by PAC concessionaries, unless vendor otherwise permitted by PAC Manager and in special club activities
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of PAC house and pool only with the permission of PAC Manager.
8. Commercial advertisements shall not be posted or circulated in PAC, nor shall solicitations of any kind be made on PAC Facilities or upon PAC's stationery without the prior approval of PAC Manager.
9. Other than as permitted by PAC Manager, no petition shall be originated, solicited, circulated, or posted within the facilities.
10. If a member has any complaint, criticism or suggestion of any kind related to any of the operations of PAC or its employees, it must be in writing, signed and addressed to the General Manager's Office.
11. Members and their guests may not abuse any of PAC's employees verbally or otherwise. All service employees of PAC are under the supervision of PAC Manager, and no member shall reprimand or discipline any employee, nor shall a member request an employee to leave PAC Facilities for any purpose

whatsoever. Any employee not rendering courteous and prompt service should be reported to PAC Manager immediately.

12. No unlicensed vehicles are permitted on PAC Facilities, except Club golf carts and Club equipment.
13. Smoking is permitted only in designated areas. Cigar and pipe smoking are not permitted in the dining and lounge areas.
14. Absolutely no fireworks are permitted anywhere on PAC Facilities or adjacent areas, unless part of a firework exhibition organized and conducted by PAC.
15. Firearms and all other weapons of any kind are not permitted at PAC Facilities at any time.
16. No member, visitor or guest is allowed in the service or restricted areas of PAC.
17. Use of PAC Facilities may be restricted or reserved from time to time by PAC Manager.
18. Violation of any of these rules or conduct in a manner prejudicial to the best interests of PAC will subject the person in violation to disciplinary action by PAC in accordance with these **General Club Rules**.
19. The PAC' BOD may amend or modify these **General Club Rules** as it determines appropriate from time to time, at its sole and absolute discretion.
20. The personnel of PAC have full authority to enforce these **General Club Rules** and any infractions will be reported to the General Manager's Office.
21. No portable grills, barbecues or open fires shall be permitted on Club Property, except those operated by PAC, or as permitted by PAC Manager.

#### **MEMBERSHIP CARDS**

1. PAC will issue a membership card to the member, as well as to the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's name and club account number. Membership cards will only be issued upon payment of dues by the member. Membership cards will be issued to children under the age of twenty-six (26) with the permission of a parent. Members and their families must always have their membership card with them while using the facilities of PAC.
2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.



3. Membership cards will be held for pick-up at the Membership Office.
4. In the event of a lost or stolen membership card, for each new membership card replaced, a charge covering the cost of the replacement card will be placed on the member's club account in an amount determined by PAC from time to time.
5. Each member shall receive such identification decals and other insignia as PAC may, from time to time, designate and display such insignia as required by PAC from time to time.

### **MEMBER DUES AND CHARGES**

1. PAC may require that all members provide PAC with one credit or debit card to which the member authorizes PAC to charge dues and charges, and the member shall substitute such credit or debit card with another credit or debit card when it expires. PAC may require provision of such credit or debit card generally for all dues and charges, or only unpaid dues and charges, or as a condition to paying dues monthly.
2. PAC may, at its discretion, establish a club account system or arrange through a bank or credit card company to issue to qualified members a credit card through which Club dues, fees and charges for food, services and/or merchandise may be billed. PAC shall establish rules and regulations governing club accounts or Club credit cards if such a system is established.
3. All food, beverage, merchandise, and services of PAC charged to the member's club account, if established, will be billed monthly and is due in full upon receipt.
4. Club accounts shall be deemed delinquent from the date first billed if payment is not received within thirty (30) days after the date of the monthly statement.
5. If a member fails to pay any club account within thirty (30) days of when it is first billed, PAC shall have the right to suspend such membership privileges in PAC at any time until the delinquent account is paid in full. A Member who has past due bills may be charged a reinstatement fee of \$50.00 dollars monthly to reactivate an account once it is deemed delinquent. Continued delinquency for a period of ninety (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 PAC.
6. In the event the member's club account is delinquent for more than 90 days, PAC is authorized to collect these delinquent amounts, including service charges, by charging the member's credit card or bank account.
7. If payment in full, including any service charges and any reinstatement fees

owed by a member, is received prior to PAC's terminating a membership, the member making payment shall be reinstated as a member in good standing.

8. To protect members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of the Membership Card is required prior to placing any order.
9. If the PAC account of any member is delinquent, PAC may, at its option, take whatever action it deems necessary to effect collection. If PAC commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to PAC, the member shall also be liable for all costs, expenses and legal fees of no less than \$1,000.00 or 25% of the amount in arrears, whichever is higher, including any fees required in connection with appellate proceedings.
10. Members can request a written statement of their monthly charges to their credit card or bank account. All members agree to pay directly to PAC any amounts not paid by the credit card company or bank.
11. Any disputes of credit card or bank charges must be submitted in writing to the General Manager's Office. If the member wishes to suspend the transferring of the member's club account charges to his or her credit card or bank account, PAC must be given 30 days' notice.

## **MAILING ADDRESSES**

1. Each member shall be responsible for filing with the **Membership Office**, in writing, preferably on a form provided by PAC, his or her mailing address, e-mail address and any changes thereto, where the member wishes all notices and invoices of PAC to be sent. A member shall be deemed to have received mailings from PAC ten (10) days after they have been mailed to the address on file with PAC. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the General Manager may think is most likely to cause its prompt delivery.
2. PAC must be notified 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 General Club Rules.

## **CLUB SERVICES AND ACTIVITIES**

1. PAC may provide a variety of social, cultural, and recreational events in which all members are encouraged to participate. Special event functions will be scheduled from time to time at the discretion of PAC.

2. PAC desires to encourage the use of PAC Facilities by members for private parties on any day or evening, provided it does not interfere with the normal operation of PAC, or with the services regularly available to PAC Members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
3. Private parties are permitted at PAC only with prior permission of PAC Manager. The individual sponsoring the party shall assume full responsibility for the conduct of guests and shall be responsible for the removal of any party decor. The sponsor of the party shall be responsible for any damage to PAC Facilities and for the payment of any charges not paid by individuals attending the private party.

### **RESIGNATION, SUSPENSION, AND TERMINATION OF MEMBERSHIP**

1. A member may resign membership in PAC by delivering written notice of resignation to PAC's Membership Office. Notwithstanding any resignation, suspension or termination of membership, the member and his or her spouse shall remain liable for any amount unpaid on the member's club account. A resigned member who has been a due paying member will be obligated to continue to pay dues until the end of the year for which the commitment was made, subject to the conditions set forth in the Membership Plan.
2. Membership may be suspended or terminated by the PAC'S BOD for cause as defined in The Membership Plan and/or if, in the sole judgment of PAC'S BOD, the member:
  - a. submits false information on the Application for Membership or for guest privileges.
  - b. permits his or her membership card or club account to be used by anyone other than the designated holder.
  - c. exhibits unsatisfactory behavior or appearance.
  - d. fails to pay any amount owed to PAC in a proper and timely manner.
  - e. fails to abide by the **General Club Rules** of PAC.
  - f. treats the personnel or employees of PAC in an unreasonable or abusive manner; or
  - g. fails in, or refrains from, any other conduct or obligation determined by PAC as appropriate for suspension or termination of memberships.
  - h. fails to comply with the terms and conditions set forth in the PAC

## Membership Plan.

- i. PAC shall not discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap, or marital status.
3. The PAC'S BOD may, at any time and from time to time, restrict or suspend, for cause or causes described in the preceding paragraph, any member's rights to use any or all PAC Facilities. No member may, on account of any restriction or suspension, be entitled 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.

### **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 PAC Facilities, assumes sole responsibility for his or her property. PAC shall not be responsible for any loss or damage to any private property used or stored on PAC Facilities. Any such personal property which may have been left in, or on the facilities, for six (6) months or more without payment of storage may be sold by PAC, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall belong to PAC.
2. No person shall remove from PAC's premises any property or furniture belonging to PAC without proper written authorization. Every member of PAC shall be liable for any property damage and/or personal injury at PAC, or at any activity or function operated, organized, arranged or sponsored by PAC, caused by the member, any guest or any family member. The cost of such damage shall be charged to the member responsible for the 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 PAC, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by PAC, either on or off PAC's premises, shall do so at his or her own risk.

The member, his or her family members and guests, shall hold PAC and its partners, directors, officers, employees, affiliates, representatives, and agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from any act or omission, whether due to negligence or otherwise, of PAC or its partners, directors, officers, employees, affiliates/ representatives or agents. All members shall have, own, and perform

the same obligation to PAC and its partners, directors, officers, employees, affiliates, representatives, and agents for any losses, costs, claims, injuries, damages, or liabilities sustained or incurred by any guest or family member.

4. Should any party bound by these rules bring suit against PAC or its partners, directors, officers, employees, affiliates, representatives or agents in connection with any event operated, organized, arranged or sponsored by PAC or on any other claim or matter in connection with membership in PAC, and fail to obtain a final non-appealable judgment therein against PAC or its partners, directors, officers, employees, affiliates, representatives or agents, said party shall be liable to PAC and its partners, directors, officers, affiliates, employees, representatives, and agents for all costs and expenses incurred by it in the defense of such suit, including court costs and attorneys' fees through all appellate proceedings.

### **DISCIPLINARY PROCEDURES**

1. A disciplinary procedure against a member of PAC for violations of these Club Rules can be initiated by a written complaint filed with the Office of the General Manager (GM) by any member of PAC, employee of PAC or its vendors. The GM will conduct an initial investigation with personal or phone interviews with the parties and witnesses to see if an amicable solution is possible. If the parties reach an agreement to end the process he will close the case. If no agreement is reached, he will prepare a brief written report and will submit it together with the complaint to the PAC'S Legal Counsel.
2. Once PAC'S Counsel receives the GM report, he will send copy of the complaint to the member or person against whom the grievance was filed requesting his response. If the circumstances permit, he will try mediation to find a solution to the case.
3. If mediation fails, he then will conduct a more thorough investigation, meeting all the parties and all witnesses, taking sworn statements from any party willing to offer it. He will then prepare a Report to the BOD with his findings of facts, all gathered documents and his recommendation on any disciplinary action. The BOD will discuss the report at its next meeting, will conduct any additional investigation it deems proper and will take final determination on the matter. The PAC' S BOD is the ultimate judge of any disciplinary action taken against any member.

### **GRATUITIES**

1. A member may determine the gratuity percentage by signing the ticket invoice and including the amount of gratuity the member deems appropriate.

2. It is customary for PAC Manager to 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 November bill. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

## **CHILDREN**

1. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.
2. PAC maintains the right to determine from time to time PAC Facilities that children will be allowed to access and the periods of such access.

## **ATTIRE**

1. It is expected that members will dress in a fashion befitting the surroundings and atmosphere provided in the setting of PAC and in a manner compatible with the appropriate occasion. It is also expected that Members will advise their guests of the dress requirements. From time to time, dress requirements will be published by PAC.
2. Shirts and shoes must be always worn when on Club Facilities, other than at the beach and swimming facilities.
3. Bathing suits may only be worn in the pool and beach areas. All other Club Facilities require appropriate cover-ups and shoes to be worn. Bathing suits are inappropriate after the pool closes.
4. In PAC house, Gentlemen may wear walking shorts or slacks and a collared shirt. Ladies may wear a shorts outfit, dress, slacks or skirts and a blouse.
5. Proper bathing attire must be worn in the pool and beach areas. Cover-ups and shoes are required in all other areas of PAC. Nude and topless sunbathing is prohibited.

## **GUEST PRIVILEGES**

1. Guest privileges may be extended under the rules established by PAC from time to time. Although it is the intention of PAC to accommodate guests without inconvenience to the members, PAC reserves the right to limit the number of

guests that accompany a member on any given day. PAC reserves the right to limit guest and extended family usage at the Beach Club.

## **GENERAL GOLF CLUB RULES**

All competitive sports are governed by a set of rules. The Rules of Golf as adopted by the USGA together with the **Rules of Etiquette, USGA Handicap, How to Conduct a Competition**, and such other rules as may be promulgated by the **PAC Golf Club**, shall be the rules of PAC Golf Club, except when in conflict with local rules or with any of these **General Club Rules** herein.

The Game of Golf is unique in that it allows golfers of all abilities to compete on even terms when the Handicap is honestly employed by golfers and administered by PAC Golf Club, provided the **Rules of Golf** are enforced. **PAC Members** are strongly encouraged to familiarize themselves and comply with the **Golf Club Rules** and the **Rules of Golf** published by the **USGA** and **R&A**.

PAC reserves the right to amend **Golf Club Rules** as the **PAC Board of Directors** deems fit.

Proper golf attire is required for all players. A description of "proper attire" shall be posted prominently in the ladies' and gentlemen's locker rooms from time to time. Members are expected to ensure that their family members and guests adhere to such rules. Improperly dressed golfers should be asked to change before playing, if you are in doubt concerning your attire, please check with the Pro Shop before starting to play. Any misuse or disregard of these **General Golf Club Rules** may cause privileges to be reviewed or suspended.

Private golf carts, bicycling, fishing, jogging, or recreational walking is not permitted on the golf course at any time. No beverage coolers are permitted on the course unless provided by PAC.

It is strictly prohibited to bring food or drinks from outside of PAC, so that any and all food and beverages must be purchased on site at the tennis club from the food and beverage provider at PAC.

The violation of these rules may give rise to the disciplinary action determined by the Board of Directors, which determination may range from an admonishment to dismissal from PAC, depending on the severity and circumstances of each particular case and said action shall be of the exclusive determination of the Board of Directors.

## **HOURS OF PLAY**



The hours of play and **PAC Golf Pro Shop** hours shall be posted in the **PAC Golf Pro Shop**. The **PAC Head Golf Professional** shall determine when the golf course is fit for playing.

The **PAC Head Golf Professional** may close the golf course to general play during adverse weather conditions, when necessary, maintenance of the golf facilities is required, when the course could be damaged by play or when golf tournaments and promotional events are held at **PAC GOLF CLUB**.

### **GOLF STARTING TIMES**

1. For the convenience of the **PAC MEMBERS**, The **PAC Golf Pro Shop** has implemented a computerized tee-time allocation system to accommodate **PAC Members** and their guests.
2. All players must have a starting time reserved through the PAC Golf Club computerized tee-time allocation system, or by contacting the **PAC Golf Pro Shop**.
3. Active PAC Golf Club Members in good standing may reserve starting times up to 6 days prior to the date of play.
4. The PAC Golf Club will reserve the **Flamboyant Golf Course** exclusively for Members on Saturdays, Sunday and Holidays until 11am, with foursomes consisting of at least 2 **PAC Members**. Group outings reserved by **PAC Members**, outside parties or tournaments on these dates shall use the **Palm Golf Course**, unless tee times are available at the **Flamboyant Golf Course** at the date and time of play.
5. **PAC Golf Club** sponsored tournaments for **Club Members** may be assigned to the preferred dates at the **Flamboyant Golf Course** and shall have precedence over individual tee times.
6. Starting time changes must be approved by the **PAC Board of Directors**.
7. Players who fail to cancel their starting time twenty-four (24) hours prior to their scheduled starting time may be charged a fee for the unused round, as determined by the **PAC Golf Club**.
8. Members should notify the **PAC Golf Pro shop** of any cancellation as soon as possible.



## REGISTRATION

1. All players must register in the Pro Shop before beginning play.
2. Proper golf attire is required for all players on the Golf Course and the **Practice Range & Green**. A description of "proper attire" shall be posted prominently in the ladies' and gentlemen's locker rooms from time to time. Members are expected to ensure that their family members and guests adhere to such rules. Improperly dressed golfers will be asked to change before playing, if you are in doubt concerning your attire, please check with the PAC Golf Prop Shop before starting play. Any misuse or disregard of these General PAC Golf Club Rules may cause membership privileges to be withdrawn or suspended.
3. Failure to check in and register ten (10) minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the **Starter**.
4. Players late for their starting time may lose their right to the starting time and shall begin play only at the discretion of the **Starter**.
5. "**Cutting-in**" is not permitted at any time. All players must check in with the Starter. Under no circumstances are players permitted to start play in Holes other than **Hole No. 1** in the corresponding course, or in **Hole No. 10, ONLY** when authorized by the **Starter**.
6. All tournament play must be approved in advance by the **PAC Golf Club Professional and Tournament Coordinator**.

## GOLF COURSE ETIQUETTE

People using the golf course should do their part to make a round of golf a pleasant experience **for everyone**. The following are **General Rules** that will make everyone's golfing:

1. Do not waste time during play. Anticipate PAC or clubs you may need and go directly to your ball, so you can play your shot when it is your turn.
2. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such a player to indicate to another player to play which **should not be deemed playing out of turn**.
3. 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.

4. Be sociable but reserve your extended conversations for the 19<sup>th</sup> hole.
5. When approaching a green, park your golf cart on the cart path on the far side of the green, or at the best direct line to the next tee. This can save about one-half hour per round.
6. When playing a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
7. If you are not holding your place 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.
8. When a ball is hit to a fairway other than the one being played, the player hitting the ball must yield to the players having the right of way on their own fairway.
9. **Repair divots on the course, ball marks on the green, and rake all bunkers.** Leave the golf course for the groups behind you in better shape than you played it.
10. The **Golf Ranger** or any **PAC STAFF**, will report slow play and all breaches of **Golf Etiquette** to the Pro Shop, which will take the appropriate action, including calling to the attention of the offenders and even requesting the player or group to leave the course.

### **GOLF COURSE RULES**

1. All players must register in the Pro Shop before beginning play.
2. Players shall be present at the tee with ample time to start play at the corresponding **tee time**.
3. Each player **must** have his or her own set of golf clubs.
4. Groups shall consist of foursomes or threesomes during preferred times.
5. Twosomes may play at the discretion of the **PAC Golf Club Professional** and/or **Starter** and shall be permitted to start after 11:00 p.m. if space is available, unless otherwise permitted by the **PAC Golf Club Professional** and/or **Starter**.
6. Single players and twosomes shall be grouped with other players, if available, at the discretion of the **PAC Golf Club Professional** and/or **Starter**.
7. Single players and twosomes shall have no priority on the golf course and shall be permitted to play only at the discretion of the **PAC Golf Club Professional**

and/or **Starter**.

8. Single players and twosomes must hold their positions unless invited to play through by the preceding group. However, it is mandatory under "**Courtesy on the Course**" slow groups should allow faster groups behind to play through when there is a clear hole open ahead.
9. Fivesomes are not allowed on the golf course at any time, unless authorized by the **PAC Golf Club Professional** and/or **Starter**. When authorized by the **PAC Golf Club Professional** and/or **Starter**, fivesomes must allow the following groups to play through when there is a clear hole open ahead.
10. Junior Members under 16 years of age are not permitted to play until after 12:00 noon and must be accompanied by an **Adult Member**. This rule may be modified by the **PAC Golf Club Professional** and/or **Starter** at their discretion. Young children who are not playing golf should not be on the course at any time.
11. Only "Junior Members" (i.e., children under the age of 18) may walk the course at the discretion of the **PAC Golf Club Professional and/or Starter**, provided play is not delayed.
12. If a foursome or other group of players fails to keep their pace on the course and loses more than one clear hole on the players ahead, the group must allow the following group to play through. Do the same when you stop to search for a lost ball. No more **than three minutes** should be used to search for lost balls.
13. All players who stop after playing nine (9) holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the Starter to resume play.
14. A group stopping for refreshments during a round will lose their position on the **Golf Course**.
15. All players shall enter and leave bunkers at the nearest level point to the green and shall smooth sand over with a rake upon leaving.
16. All players shall repair all ball marks on the greens.
17. All players shall repair all divots with sand provided in buckets on all carts.
18. Searching for balls other than those played by the players in the group is not allowed on the course at any time. The Rules of Golf limit the period for searching for a ball to three minutes.
19. A round of golf should be completed in four hours and thirty minutes or less.

**PAC Golf Club Rangers** may be on duty to help regulate play and enforce golf cart regulations. **The Golf Club Rangers have full authority on the golf course to enforce all rules and speed of play.** Your cooperation is appreciated.

20. If a player is repeatedly warned for slow play, the **PAC Golf Committee** may take such actions as it deems appropriate, including and without limitation, restricting the person's use of the golf course during certain times of the day.
21. If lightning is in the area, all play shall cease.
22. **PAC Golf Club Discontinued Play** or "**Rain Check**" **Policy**: less than three (3) holes played - full eighteen (18) hole credit, and less than twelve (12) holes played - nine (9) hole credit.
23. No beverage coolers are permitted on the course unless provided by the **PAC Golf Club**.
24. Keep rubbish in a golf cart or placed in corresponding receptacles.

### **PRACTICE RANGE**

1. **Practice is not allowed on the golf course.** The **Practice Range** and **Practice Putting Green** should be used for all practice.
2. The **Practice Range** is open during normal operating hours as posted in the **PAC Golf Pro Shop**. The **Practice Range** may be closed for general maintenance from time to time at The **PAC's** discretion.
3. The use of the Practice Range is limited to Club Members.
4. The use of the Practice Range is complimentary with the purchase of a round of golf. An applicable fee determined by PAC for unlimited use of range balls will be charged to Club Members and their guests who wish to practice only and are not to play a round of golf.
5. **Range balls** are for use on the **Practice Range**. **Range** balls may not be used on the golf course.
6. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
7. Proper golf attire is required at all times on the practice range.
8. Handbag ball shaggers are not permitted.

### **GENERAL GOLF CART RULES**

1. Private golf carts are not permitted on the PAC Golf Courses at any time.
2. NO beverage coolers are permitted on the course unless provided by PAC.
3. Golf carts shall not be used by a **PAC Member** or guest on PAC **Facilities** without proper authorization by **PAC Golf Club Professional** and/or **Starter** and registration in the **PAC Golf Pro Shop**.
4. PAC golf carts are not permitted on any tee area or closer than 30 feet from greens. Parking of golf carts is allowed in designated areas.
5. PAC golf carts may only be used on the golf course when the course is open for play. Golf carts are not permitted in the parking lots and are not to be driven to any residence in **Palmas del Mar** at any time.
6. Each operator of a **PAC** golf cart must be at least sixteen (16) years of age and have a valid automobile driver's license.
7. Only two (2) people and two (2) sets of golf clubs are permitted per **PAC** golf cart.
8. Pull carts are not permitted, except as permitted on designated dates or for the **Junior Program** events.
9. Obey all golf cart traffic signs.
10. Always use golf cart paths where provided.
11. Never drive a **PAC** golf cart through a hazard.
12. Operation of a **PAC** golf cart is at the risk of the operator.
13. The cost of repairing a golf cart, which is damaged during play, shall be charged to the person who is responsible for such damage. All persons using a golf cart shall be held fully responsible for all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the person or their guests and shall reimburse the **PAC Golf Club** and/or any operator of **PAC Golf Club** for any and all damages **PAC Golf Club** may sustain by reason of misuse.
14. Each person using a **PAC** golf cart accepts and assumes all responsibility for liability connected with the operation of the **PAC** golf cart. The person also expressly indemnifies and agrees to hold harmless the **PAC Golf Club**, its partners, directors, directors, officers, employees, affiliates, representatives, and/or agents from **all damages**, whether direct or consequential, arising from or related to the person's use and operation of the golf cart.

15. "Course closed" or "hole closed" signs are to be adhered to without exception.
16. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.
17. **PAC** golf cart shall be returned to the designated area upon completion of the **Golf Round**.
18. **PAC** golf carts shall not be left on the **Parking Lot** or driven to the **Golf House Lounge Lawn**. The **PAC Golf Club Professional, Starter** and/or **Ranger** may issue warnings to offenders and the **PAC Golf Club** may, at its sole discretion, take **Disciplinary/Administrative Actions** with **frequent offenders**.

## **HANDICAPS**

1. **Handicaps are a privilege** and Members must earn a **Handicap Index**. **PAC Golf Club** has adopted the **World Handicap System** as the **PAC Golf Club Handicap System**.
2. The **World Handicap System** includes the Rules of Handicapping and the Course Rating System. Its purpose is to enhance the enjoyment of the game of golf and to give as many players as possible the opportunity to:
  - a. Obtain and maintain a Handicap Index,
  - b. Use their Handicap Index on any golf Course around the world, and
  - c. Compete, or play a casual round, with anyone else on a fair and equal basis.
3. The PAC Golf Club Handicap Committee is responsible for ensuring compliance with the obligations of the PAC Golf Club and Golf PR under the Rules of Handicapping, published by the USGA and R&A, and revised in January 2022.
4. USGA Handicaps are required for Handicapped PAC Golf Club competition events.
5. In the spirit of golf, no player has an inherent right to a Handicap Index without providing full evidence of ability and willingness to follow rules provided in this section to the Handicap Committee. According to Rule 1.3 of the Rules of Handicapping, the Player is expected to:
  - a. Act with integrity by following the Rules of Handicapping and to refrain from using, or  
  
circumventing, the Rules of Handicapping for the purpose of gaining an unfair

advantage.

- b. Attempt to make the best score possible at each hole every time he plays,
  - c. Submit acceptable scores for handicap purposes **as soon as possible after the round is completed and before midnight local time.**
  - d. Submit **acceptable scores** to provide reasonable evidence of their demonstrated ability.
  - e. Play by the **Rules of Golf**, and
  - f. Certify the scores of fellow players (**peer review**).
6. **Handicaps** will be computed by the **USGA GHIN** Section, In accordance with the current **World Handicap System** manual. Copies of the **USGA Handicap System** manual are available from the **USGA** or at the **USGA** website.
7. The **PAC Golf Club** will charge the **Members** a fee of \$60 per year for the privilege of obtaining a **Home Club Handicap** through the **USGA Golf Information Network (GHIN)**, adopted by **Golf PR**. Charges will be made in January of the current year. Members who are not paying the GHIN fee by the **last week of January** of the current year will be removed from the "**Active**" list.
8. To establish a **Handicap**, a member must have turned in 20 acceptable scores. A member having posted at least **5 acceptable scores** may obtain a **provisional Handicap** to be calculated by the **PAC Handicap Committee** per the table in **5.2a Calculation of a Handicap Index for Fewer than 20 scores**.
9. The **PAC Handicap Committee** and/or **PAC Club Professional** may assist any **Members** needing help with the procedures.
10. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Handicap Chairman shall determine if there are violations by members in turning in their scores.
11. For **Handicap** posting purposes, the maximum score on any hole played is limited to **Net Doble Bogey**. This is calculated as follows:

$$\boxed{\text{Part Hole}} + \boxed{2 \text{ Strokes}} + \boxed{\text{Any handicap stroke(s) that the player receives on that hole}^*}$$

(\* or minus any handicap stroke(s) that a plus handicap player gives back on that hole.)

12. **Acceptable scores** are scores from an **authorized format of play** which meets all the provisions set out within the **Rules of Handicapping** (see **Rule 2 Scores for Handicap Purposes**), including **Individual Stroke Play, Four-Ball Stroke Play, Individual Match Play, and Four-Ball Match Play**.
- a. **Scores to Post-** An 18 Hole score is acceptable if **14 or more holes are played**. The scores for unplayed scores shall be recorded as par plus any handicap strokes that the player is entitled to receive on those unplayed holes.
  - b. **Scores on All Courses-** Adjusted gross scores from all golf courses with a **USGA Course Rating and Slope Rating**. Both home and away scores must be posted by the player with the correspond USGA Course Rating and Slope Rating. Tournament score should be posted by the PAC Tournament Committee. In the event a PAC Tournament Committee fails to post a score, the player should post the score himself.
  - c. **Scores in All forms of Competition-** Scores in both **match play and stroke play** must be posted for handicap purposes.
13. The **PAC Handicap Committee** should monitor who registers to play and who posts. Every player will be allowed 1 week to post the score of every round played in Palmas del Mar. By the end of the week, PAC will verify who played and who posted a score for every date played.
14. Players who play and do not post by the end of the week following the date of play, will be posted a **Penalty Score** equal to their lowest score on record. If the **PAC Handicap Committee** concludes that a player failed to submit a score for the purpose of gaining an unfair advantage, it could consider withdrawing the player's **Handicap**.
15. **Penalty Scores** can only be removed from the player's record by the **PAC Handicap Committee**, upon verification of the score reported by the player with the fellow golfers who played that round.
16. The **Handicap Committee** may inactivate and/or withdraw the **GHIN Number** of a player who repeatedly fails to meet the Member's responsibilities under the **USGA Handicap System**.

### OFFICIAL CLUB COMPETITIONS

- 1. All official **PAC Golf Club Competitions** will be held according to the USGA and PAC Golf Club rules.
- 2. Only **PAC Members** may participate in **PAC Golf Club Championship**



competitions. Only **PAC Members** with the current **GHIN Handicap** registered in the **PAC Golf Club** are eligible for Handicapped **Competitions**.

3. Sign-up sheets will be available at the **PAC Golf Pro Shop** and will be removed on the Wednesday prior to the day of the event, unless otherwise stated. Admission to play in the event following will be subject to the **PAC Golf Tournament's Committee's** approval.
4. **PAC Members** who do not have current handicaps shall not be allowed to compete in **Official Handicap Competitions** representing the **PAC Golf Club** in competitions with other clubs.
5. A copy of the **PAC Handicap Policy** is available at the Pro Shop for Club **Member's** review.

### **BEACH CLUB FACILITIES RULES**

1. Use of the pool and beach at any time is at the swimmer's own risk. Any injuries should be reported to the Lifeguard or Pool Attendant immediately.
2. Everyone wishing to use the pool or beach facilities must first register before entering. Club Proper ID must be presented at the registration desk.
3. Members may not have more than four (4) accompanied guests, except for private parties arranged in advance or with the approval of PAC Manager. Unaccompanied authorized guests will be allowed to use the Beach Club facilities Monday to Thursday.
4. PAC may, in its discretion, establish certain days or events when only members and immediate family members may use the Beach Club facilities. PAC will identify such days in its calendar and advise members in advance of such days.
5. Wristbands are required to all visitors in Pool and Bar areas for proper identification. Beach Club staff has the right to ask for Identification at any time.
6. Children sixteen (16) years and younger must be accompanied by an adult.
7. Children who do not swim must be always accompanied by parents or guardian.
8. Children must be three (3) years of age and potty trained to use the main swimming pool. Children wearing regular diapers are not permitted in the pools. Swimming diapers are available at desk.

9. Swimming is permitted only during designated hours. The pool is officially closed when a "Closed" sign is posted or by instructions of our personnel.
10. Showers are required before entering the pool to remove all suntan oils and lotions.
11. Glass objects, sharp objects, drinking glasses or cups, and personal coolers are not permitted at the beach and pool areas.
12. Food is only allowed in designated areas of the pool and beach facilities. All trash should be placed in the containers located throughout the pool and beach areas. No food and beverages from outside is allowed.
13. All swimmers must wear bona fide swimming attire. Cut-offs, jeans, dungarees, strings swimwear, and Bermuda shorts are not considered appropriate swimwear. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool and beach areas.
14. Radio and televisions may be listened to, only with headphones. Nothing should be plugged into our electrical system.
15. Dogs are permitted on PAC facilities except inside Vendor's facilities, unless the Vendor expressly consents. They have to be under a leash and must be calm and quiet at all times. Barking or aggressive dogs will not be permitted, and their owners will have to leave the facilities once asked to do so by PAC personnel.
16. Lifesaving equipment should be used only for the purposes intended.
17. Children sixteen (16) years and younger are not allowed in the Jacuzzi under any circumstances. Please observe Jacuzzi rules posted on area before having access to this amenity.
18. Lap pool should be always available for swimming purposes. Hanging on the lanes is not permitted.
19. Pushing, dunking, and other hazardous activities are prohibited. Pulling on or hanging on the pool basketball equipment is prohibited.
20. Diving is not permitted in any area of the pool.
21. The throwing of balls, Frisbees, tennis balls, or other objects, and tag games are only allowed at those areas of the Beach Club designated for these activities.

22. All people using pool and beach furniture are required to cover the furniture with a towel when using suntan oils and lotions. The use of these oils could stain or damage our furniture.
23. All people using the Beach Club facilities are urged to cooperate in keeping the area clean by properly disposing towels, cans, and cigarette butts, among others.
24. Smoking and vaping are not allowed inside the facility.
25. Air mattresses and other flotation devices will not be permitted in the pool area.
26. People who leave the pool or beach area for over thirty (30) minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for people absent from the pool and beach areas is prohibited.
27. Beach Club towels must be properly disposed of and returned before leaving the facility.
28. Any person with a health problem which can be complicated by use of the pool is specially prohibited from using the pool.
29. Nude, G-strings, and topless sunbathing are expressly prohibited.
30. PAC staff has full authority to enforce these General Club Rules and any infractions will be reported to PAC Manager or Manager on Duty.
31. The Beach Club staff has the authority to expel from the pool and beach areas anyone who fails to cooperate in following the Beach Club Rules or whose conduct is otherwise unbecoming of a member.
32. To maintain the beach in its natural, pristine condition, members shall not disturb the natural vegetation or wildlife common to the area, including sea turtles, iguanas, and sea grapes. Certain wildlife are endangered species and are protected by national and local ordinances.
33. It is strictly prohibited to bring food or drinks from outside of PAC, so that all food and beverages must be purchased on site at the tennis club from the food and beverage provider at the Beach Club.
34. The violation of these rules may give rise to the disciplinary action determined by the Board of Directors, which determination may range from an admonishment to dismissal from PAC, depending on the severity and circumstances of each case and said action shall be of the exclusive determination of the Board of Directors.

## **BEACH BAR RULES**

1. The Beach bar is for members only. Guests must register at Front Office Desk.
2. For safety, glass containers cannot be taken out of this area.

## **LOCKER ROOM FACILITIES RULES**

1. Members must check in at the reception desk of the Beach Club.
2. Day lockers are available on a per visit basis. Locker keys must be returned at the time of checkout. A fee will be charged for keys which are not returned.
3. We recommend you not to bring valuables into PAC. Each person assumes liability for the loss of any items stored in a locker or common closet and members release PAC from any such loss.
4. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common area.

## **BEACH CLUB GUEST OF MEMBER POLICY**

1. Guests must be accompanied by the member on Saturday, Sunday and Holidays.
2. Guests one year or older will have to pay the guest fee.
3. Guests of the members may attend the Beach Club unaccompanied by their authorized guest pass from Monday to Thursday weekly, provided there is no holiday during that week.
4. Guests of members will pay the following when accompanied by the member, per person, per day rate:
  - a. Adults \$15.00 plus tax/daily
  - b. Children \$10.00 (ages 10 and under) plus tax/daily
5. We will not register guests carrying the member's ID card. The photo ID card is for the sole purpose of identifying the member.

6. Club Cala and Resort guests MUST present one Guest Pass per person at Registration.
7. You may want to prepay for your guests' passes. That can be done through the Membership Service Office at least 24 hours in advance.
8. Remember that you are extending your privileges to your guests and that you are responsible for the behavior and any unpaid balance.
9. Entry to the Beach Club facilities, for members and their guests, at any time during the year, will be limited to the number of people authorized by the Fire Department Permit.
10. Due to the limited capacity of the Beach Club facilities and the number of members using them on certain specific dates during the year, entry will be limited to only members. These dates will be properly announced in advance to all members.

### **GENERAL RACQUET CENTER RULES**

1. All members and guests must register at the Pro Shop **before** entering the courts.
2. Pro Shop hours are Monday -Friday 7:00am-9:00pm, Saturdays 7:00am-8:00pm, and Sundays 7:00am-7:00pm. Hours may be adjusted by the Administration when deemed necessary.
3. A court reservation is a privilege allowed three (3) days in advance for PAC members and one (1) day in advance for hotel guests. Non-members are not allowed to reserve courts but may play as guests or as walk-ins.
4. Each member may only reserve once a day for each sport. For additional court time, members are welcome as walk-ins when courts are available.
5. Consecutive reservations by the same players are not allowed. Once the reservation time is over, and if there are courts available, these players may call or make an in-person additional court reservation at the Pro Shop. This second reservation must be made by the Pro Shop.
6. Court reservations will be kept for 10 minutes after the start time of the reservation as a courtesy before being released.

7. Members are required to cancel at least four (4) hours before the reservation. Repeated failure to timely cancel a reservation will be sanctioned (warning, fine, and eventual withdrawal of reservation privileges).
8. Hotel guest reservations must be arranged by the hotel concierge and not by the hotel guest. Hotel guests may not reserve courts during peak hours (7-10am, and 5:30-8:30pm) but can play as walk-ins. Cancellation policy stands.
9. Applicable court fees are due at the time of registration prior to entering the assigned court. Fees include, but are not limited to, programming costs for lessons, clinics and events, court light fees and guest fees.
10. Members are accountable for their guests' conduct, fees and payments.
11. There is a 24-Hour Cancellation Policy for all Racquet Center programming. Failure to comply with the Cancellation Policy and no-shows, will result in a full fee charge.
12. Non-members are required to pay all Racquet Center programming at the time of scheduling. Cancellation policy stands. In case of a proper cancellation or rainout, non-members will receive a full credit which expires one (1) month after the date of cancellation. Failure to comply with the Cancellation Policy and no-shows, will result in a full fee charge.
13. At the end of the reservation time, players must promptly end play and relinquish the court to incoming players.
14. Standing reservations are not permitted except for league play and PAC approved events.
15. The administration may reserve courts for special events and tournaments.
16. Proper attire required at the Racquet Center:

**Gentlemen**

- Collared shirts (polo style), athletic performance crew shirts with sleeves are allowed.
- Tank tops, cut-off shirts, sleeveless shirts, Bermuda shorts, cargo shorts, basketball shorts, slacks, jeans, and bathing suits are not allowed.

- No offensive messages shall be displayed on attire.
- Non-marking tennis shoes are required. No sandals, slippers, Crocs or street shoes allowed.

### **Ladies.**

- Sleeveless or sleeved shirts with modest front and back coverage.
  - Skirts, dresses, shorts and leggings designed for tennis are allowed.
  - Sports bras, bathing suits and short tight pants are not allowed. No belly buttons showing.
  - No offensive messages shall be displayed on attire.
  - Non-marking tennis shoes are required. No sandals, slippers, Crocs or street shoes allowed.
17. Children must always remain under adult supervision.
  18. Only players are allowed inside the courts.
  19. Only racquet sport-specific related activities are permitted inside the courts.
  20. Avoid loud or disturbing noises while a point is being played. Profanity and excessive noise are prohibited.
  21. Verbal or physical aggression will not be tolerated. PAC's zero tolerance policy will result in disciplinary action.
  22. Players are encouraged to enter the courts through the gates of their assigned court and not enter, cross or interrupt play on other courts. Do not stand or walk between courts while play is in progress.
  23. Hanging bags or clothes on court fences is not allowed.
  24. Sitting or leaning against the net or net straps is not permitted.
  25. League players must comply with the PAC League Regulations and the Racquet Center Rules. Failure to do so may result in loss of league privileges.
  26. Alcoholic beverages are not allowed inside the courts.
  27. Food and drink from outside are prohibited unless prior approval from the administration has been obtained. League tables are authorized only with

precooked food and soft liquor (wine and beer only). Hard liquor is not allowed. Cooking on premises is strictly prohibited.

28. Skateboards, bicycles, roller skates, scooters and similar vehicles (manual or electric) are not permitted on the Racquet Center premises.
29. Pets must be always kept on a leash and under direct supervision by the owner. Pets are **not** allowed inside the courts.
30. Ball machines are allowed only on enclosed courts to not interfere with play on contiguous courts. Lessons and clinics are allowed on designated courts assigned by the Pro Shop.
31. All trash or litter, as well as used balls, must be deposited in receptacles provided for that purpose.
32. The Racquet Center is a smoke free facility.
33. Racquet Center facilities may be closed when deemed necessary for maintenance operations or when dictated by safety considerations.
34. Temporary rules may be implemented during peak play periods or under special circumstances.
35. Racquet Center programming costs and operating hours are determined by the administration and may change as deemed necessary.
36. Racquet Center programming, including but not limited to, lessons, clinics, and special events, can only be offered by qualified PAC Racquet professionals.
37. Noncompliance of any of the PAC Racquet Center Rules may give rise to disciplinary action. The consequences may range from admonishment to expulsion, depending on the severity and circumstances of each case, and said action shall be the exclusively determined by the PAC Board of Directors.

## **FITNESS FACILITIES RULES AND GUIDELINES**

1. All people using the PAC fitness facilities do so at their own risk.
2. It is the responsibility of all persons using the fitness facilities to consult with their physician, and verify that they are 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 proper use of the exercise equipment and/or engaging in active or passive exercise. Members assume full risk and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

3. Members and guests may be required to sign a waiver from liability at any time to allow access to the fitness facilities.
4. Members and all guests must register at the Racquet Center Pro Shop front desk to gain access to the fitness facilities.
5. Free use of the fitness facilities is limited to members only.
6. Only members can use the fitness facilities during prime-time hours. Prime time hours are from 7:00-10:00 am and from 5:00-8:00pm.
7. Member guests may use the fitness facilities when they are accompanied by a member, pay the required fee, and comply with all Rules and Regulations.
8. Hotel guests may use the fitness facilities as long as they are duly registered, pay the required fee and comply with all Rules and Regulations.
9. Minimum required age is 16 years old. Children 12 years old and younger are **not** allowed inside the fitness facility at any time, even when accompanied by an adult. Children ages twelve (12) to sixteen (16) years of age may be allowed access when participating in a supervised program, have written permission from a parent who has also signed a waiver of liability, and have obtained prior approval from the PAC.
10. Pregnant women may enter the fitness facilities at their own risk and assume all possible consequences.
11. Proper athletic attire, including shirts and closed-toe athletic shoes are required. For men, proper attire includes performance t-shirts, tank tops, gym shorts, and warm-up pants. Cut-off shirts or pants, swimwear, and school uniforms are **not** permitted. For women, proper attire includes t-shirts, tank tops, gym shorts, skorts, leggings and warm-up pants. Cut-off shirts or pants, bras, swimwear, jeans, school uniforms or transparent clothes are **not** allowed. Athletic shoes are always required. No sandals, slippers or street shoes allowed in fitness facilities.
12. Please be courteous and respectful to fellow members and staff. Profanity, loud or inappropriate language and behavior will not be tolerated.

13. Smoking is prohibited. Food and drinks, other than water and hydrating/sports drinks, are not allowed inside the fitness facilities.
14. No photography, videos or phone calls are allowed.
15. Only PAC approved, certified trainers may provide instruction or training services. All fitness programming must be paid at The Racquet Center Pro Shop at the time of registration.
16. All people using the fitness facilities are responsible for obtaining proper instruction on all equipment used prior to usage. Use equipment only as intended and follow instructions. Seek guidance when necessary.
17. For safety reasons, leg and wrist weights may not be worn during exercise classes unless specified as necessary by your fitness instructor.
18. All weights and pieces of equipment must be returned to their proper place after use.
19. Use a spotter when lifting heavy weights. Do not drop heavy weights.
20. Wipe down equipment with provided disinfectant spray or wipes after each use.
21. Be courteous and limit cardio machine use to 30 minutes during peak hours.
22. We encourage the use of personal towels and reusable water bottles.
23. PAC is not responsible for lost or stolen property. Secure your items or preferably, leave them at home.
24. Non-compliance of these rules may give rise to disciplinary action ranging from an admonishment to membership expulsion from PAC, depending on the severity and circumstances. Each case will be evaluated by the PAC Board of Directors.
25. **MEMBERS ASSUME FULL RISK OF ANY LOSS AND SOLE RESPONSIBILITY FOR ANY DAMAGE TO THEIR HEALTH.**

Thank you for helping us maintain a safe, clean, and welcoming fitness environment.

**This document shall take effect as of today, November 20, 2025.**