

THE ARBUTUS CLUB
R U L E S

February 24, 2020

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THE ARBUTUS CLUB

R U L E S

PART 1 – INTRODUCTION AND DEFINITIONS

Introduction

R1.1 The following are the Rules adopted by the Board of Directors. The Board may, from time to time, add to, delete from or otherwise amend and restate these Rules. Changes will be published on the Club's website. An official copy is kept on file in the Administration Office.

Interpretation

R1.2 In these Rules:

The definitions set out in the Club's Bylaws apply in these Rules, as the context requires.

"25-Year Club" is an honorary designation open to all Members who have been paying Dues for twenty-five (25) years, or more;

"Activity Committee" means a committee established by the Board to oversee an athletic or recreational activity at the Club;

"CFO" means the chief financial officer of the Club;

"Childminding Service" is defined in R6.29(a);

"Club's Website" means the website with the domain name: www.arbutusclub.com;

"COM" means, at any point in time, an adult Child under 40 years of age at least one of whose parents is a Full Member or Senior Member or Associate of a Full Member or Senior Member and has been such for at least 10 years at that time. For greater certainty, after a Separation Event of a Member a Child of the new Spouse of that Member will not be a COM until the new Spouse has been an Associate of a Full Member or Senior Member for at least 10 years;

"Communication Device" includes, but is not limited to, a wireless telephone or smartphone, personal digital assistant or smartwatch, Bluetooth earbuds, a portable tablet or mobile computer.

"Complaint" means a written and personally signed statement detailing an incident, activity or behaviour that may constitute Unacceptable Conduct;

“Complainant” means a Member, Associate or Staff Member who delivers a Complaint to the CEO;

“Due Date” means, with respect to a Statement, the last day of the month following the date of the Statement (for example, if the Statement date is July 31st, the Due Date is August 31st);

“DC Chair” means the chair of the Discipline Committee;

“Discipline Committee” means the ad hoc committee constituted by the Executive Committee to hold a hearing relating to a Complaint;

“Fees” means various fees prescribed in Part 8 in addition to Dues;

“IC Chair” means the chair of the Investigative Committee;

“Intermediate” means an Associate 19 years and older but less than 27 years of age;

“Investigative Committee” means the ad hoc committee constituted by the Executive Committee to investigate a Complaint, and make recommendations to the Executive Committee;

“Membership Year” means a full year commencing with the month of approval for admission and for which a Member has paid all Fees, Dues, Fines and Assessments. The Membership Year is used for the determination of eligibility for Senior Membership and Membership in the 25-Year Club;

“Person Under Review” means a Member or Associate against whom a Complaint has been made;

“Resolution” means, for the purpose of Part 6 of the Rules, the agreement reached by the Complainant, the Person Under Review and the Investigative Committee, through mediation or other informal means, to resolve a Complaint and may include the imposition of one or more penalties;

“Returned Member” means a person who was a Full Member, ceased to be a Member and becomes a Member again;

“Staff” means collectively, any and all Staff Members;

“Statement” means a statement of account of all charges including Dues, Fines, Fees or other indebtedness that the Club issues to a Member each month;

“Supervised Activity” is defined in R6.29(a);

“Unacceptable Conduct” means any of:

- (a) a breach of the Constitution, the Bylaws, the Rules, any Board resolutions, or any written directive of the CEO or Board;

- (b) theft;
- (c) acts of vandalism;
- (d) assault of every nature and kind; and
- (e) any conduct unbecoming a Member of the Club; and

“Zone” means the area as shown on the map attached as Schedule 1 [60 km radius].

- R1.3** (1) In these Rules, unless the context otherwise requires, words importing the singular will include the plural as the case may be, and vice versa and words implying gender include all genders.
- (2) Headings are for convenience only, and will not be considered for the purpose of interpretation.

PART 2 – CONDUCT

General

- R2.1** Members, Associates, Guests and Special Guests must behave in a respectful and courteous manner to all persons, including Staff Members, while at the Club and in any matters relating to the Club.
- R2.2** Members, Associates, Guests and Special Guests must respect Club property.
- R2.3** No discrimination on the basis of race, colour, ancestry, religion, gender or sexual orientation and no harassment by anyone will be acceptable or tolerated at the Club.
- R2.4** The CEO and Staff Members are authorized to eject any Member, Associate, Guest or Special Guest from the Club’s premises or activities for conduct which, in their judgment, is detrimental to the welfare of the Club or otherwise in breach of the Bylaws or Rules. Members, Associates, Guests and Special Guests must abide by any such decision of the CEO or Staff Members.
- R2.5** Members and Associates have a responsibility to report infractions of Club Bylaws or Rules. Members and Associates may politely remind other Members and Associates of Club Bylaws and Rules but should not confront another Member or Associate in relation to infractions they observe, but enlist the assistance of a Staff Member.
- R2.6** Members, Associates, Guests and Special Guests must be appropriately attired while attending the Club.

- R2.7** Staff Members are accountable to the CEO. Members, Associates, Guests and Special Guests are not permitted to direct or instruct the CEO or Staff Members.
- R2.8** No Member or Associate will use the Club to promote any religious, sectarian or political objective to Members or Associates.
- R2.9** Despite Rule 2.8, the Board may authorize the Club to recognize religious and cultural celebrations.
- R2.10** Any information regarding Members and Associates obtained for Club purposes must not be used by the Club, Members or Associates for any other purpose, unless authorized in writing.
- R2.11** Whether or not specifically referred to in the Bylaw or Rule, breach of any Bylaw or Rule by a Member or Associate may result in disciplinary action under Part 7 – Discipline.

PART 3 – CLUB ADMINISTRATION

Control

- R3.1** The Board has control and supervision of the Club through the CEO who shall control and supervise the Staff.

Club Business

- R3.2** Only the CEO, on Board authority, or a person authorized by the CEO to represent the Club, may conduct Club business. No Member or Associate, except as authorized and directed by the Board, will hold himself or herself out as representing the Club in any matter, or issue statements to the media on Club matters.

Suggestions

- R3.3** Suggestions for changes to the Rules, activities or programs are to be made, in writing, to the CEO.

Comments

- R3.4** Comments regarding a Staff Member should be addressed, in writing, to the CEO.

PART 4 – MEMBERSHIP

Registration of Children

R4.1 Each Member must notify Membership Services of the birth of each Child of such Member during such child's first year. A Remarrying Spouse (as defined in R4.8(2)(b)) must list the children of the Spouse added as an Associate at the time such Spouse is added. Only Members and their Spouses with one or more children 3 years of age or older are required to pay Family Dues.

Membership Fobs

- R4.2**
- (1) Every Member and Associate (beginning at age three) must be photographed by the Club, which photograph will be linked to the respective Member's account.
 - (2) Associates under 19 years of age must have a new photograph taken at least once every three years.
 - (3) Every Member and Associate over seven years of age other than Non-Resident Members and Associates will be issued a membership fob in order to:
 - (a) enter the Club; and
 - (b) identify himself/herself.
 - (4) A Member or Associate who arrives at the Club without a membership fob will be required to sign in, and their membership status may be verified before entrance will be permitted.
 - (5) No other person other than the Member or Associate or, with the CEO's approval, Caregivers and Special Guests, is permitted to use the fob or membership number issued to such Member or Associate for charges, payment, identification or any other purpose. In the event that a fob is transferred or loaned to another individual, the Member or Associate transferring or loaning the card may be subject to Part 7 - Discipline.
 - (6) Lost or Stolen Fobs:
 - (a) Each Member and Associate must notify the Administration Office immediately, in writing, if his or her fob is lost or stolen or his or her membership number is used without authorization. If the Administration Office is closed, the Member or Associate is required to telephone the Manager on Duty at the Club immediately and follow up with written notification on the next business day.

- (b) If the Member or Associate fails to notify the Administration Office, in writing, that the fob has been lost or stolen or his or her membership number has been used without authorization, the Member is responsible for any charges to the Member's account until written notification is received at the Administration Office. Once the Club is notified, the Member will not be responsible for any subsequent unauthorized charges to his or her account.
- (c) Replacement Fob – A replacement fob will be issued on request by a Member or Associate and payment will be made of the applicable fee. The previous fob will be cancelled immediately.

Non-Resident Members

R4.3 A Full Member or Senior Member in good standing may apply to become a Non-Resident Member upon the following terms and conditions:

- (1) the Member must apply in writing to and have the application approved by the CEO and corresponding membership fobs, locker and parking pass privileges will be terminated;
- (2) the Member must move and intend to reside outside the Zone for at least 6 months and must maintain a current residential address on file with the Club;
- (3) a Non-Resident Member and his or her Associate(s) may only use the Club on a maximum of 12 days per year, during any temporary return visits to the Zone with the same usage privileges as a Full Member on those days;
- (4) use of food and beverage facilities constitutes use of the Club for the purposes of R4.3(3);
- (5) during any temporary return visits to the Zone, a Non-Resident Member or Associate wishing to enter the Club must sign in at the Club Reception and is permitted to sign in Guests;
- (6) A Non-Resident Member must pay annually, at the beginning of each year a fee equivalent to twice the Full Member Family Monthly Dues at the time or Senior Member Family Member Dues at that time, as the case may be;
- (7) A Non-Resident Member may apply in writing to be reinstated as a Full Member or Senior Member, as the case may be, no sooner than 6 months after seeking Non-Resident Member status, unless the CEO determines otherwise. Subject to the CEO's discretion only one Member shall be reinstated as a Full Member each month from Non-Resident status, in the order of application;

- (8) In order to be reinstated as a Full Member or Senior Member the Member's account must be current, and if Dues have been delinquent for more than 3 months, in order to be considered current, the following administrative charges must be paid:

<u>DATE</u>	<u>ADMINISTRATIVE CHARGE</u>
If paid in the 12 months following the Due Date	One month's Family Dues at the time of payment
If paid between 12 and 24 months following the Due Date	Three months' Family Dues at the time of payment
If paid between 24 and 36 months following the Due Date	Six months' Family Dues at the time of payment

- (9) In addition to possible prior expulsion pursuant to R5.5, if a Non-Resident Member fails to pay fees for 3 years, the Non-Resident Member will be deemed to have resigned his or her Membership and, without notice, will automatically cease to be a Member.

Inactive Intermediates

- R4.4** (1) A Member may apply for inactive status for a related Intermediate in Good Standing by advising the Club in advance, stating the date the Member wishes his or her Child to become an inactive Intermediate, and re-advise, in writing, the date the Member wishes his or her Child to cease being an inactive Intermediate. If no advance advice is given, the Child will continue as an Intermediate, and the Member will be required to pay the applicable dues.
- (2) For the purposes of R4.4, "in Good Standing" means in connection with an Intermediate that no Complaint is outstanding with respect to such Intermediate, and that such Intermediate is not subject to an outstanding suspension or unfulfilled obligation pursuant to R7.35.
- (3) Intermediates in inactive status have no rights to enter or use the Club for any purpose unless introduced as a Guest and paying the applicable Guest Fee set out in Part 8.
- (4) If a Member's child ceases being an inactive Intermediate, the Member will be charged for the month, or portion thereof, that the Child is no longer inactive.

R4.5 Intentionally Deleted.

Social Members

- R4.6** (1) Any Full Member or Senior Member may:
- (a) apply once in writing to the Membership Committee for Social Member status;
 - (b) re-apply once, also in writing to the Membership Committee, for Full Member status; and
 - (c) only in special circumstances, may the Membership Committee permit a second transfer to Social Member status.
- (2) A Social Member may not utilize the Spa or any athletic facility at the Club, except the swimming pool, gymnasium, skating rink and the Wellness Centre, and may use such facilities only on one day per month regardless of which facilities are utilized. A Social Member may on any day use food and beverage facilities and attend social events; including without limitation dinners, barbecues, parties, dances and other social events, and bridge playing. Guests of Social Members have food and beverage privileges only.

Application for Membership

- R4.7** (1) An applicant to become a Full Member must pay the required Entrance Fee in accordance with R8.1(1).
- (2) Subject to R4.12(2), unless and until the applicant is accepted as a Member he or she will have no privileges to use the Club facilities or otherwise with respect to the Club.
- (3) If the applicant refuses Membership or fails to pay any portion of the required Entrance Fee, he or she will forfeit any payments made with respect to the application; if his or her application is rejected by the Club, the payments will be refunded.
- (4) The name of each applicant and that of his or her Spouse, if applicable, along with the names of the Members acting as references for such applicant, must be posted in a conspicuous location in the Club determined by the CEO, for a period of 30 days prior to final approval of membership being considered, and if any Member has a comment, concern or question about the applicant's suitability to become a Member, it must be submitted, in writing, to the CEO within this 30-day period for it to be considered in the application review.

Membership after Separation or Divorce

- R4.8** (1) For the purposes of this section reference to “Former Spouse” means with respect to a Member the person who was the Spouse of the Member prior to the event of either: (a) a written separation agreement evidencing permanent separation or (b) divorce (each, a “**Separation Event**”).
- (2) Upon a Separation Event a Member and the Former Spouse of the Member have the following options:
- (a) The Member and the Former Spouse may agree that one of them may in future be the Member (regardless which of them was previously the Member) with all rights and privileges of Membership, including the option to add or designate a Spouse as an Associate at no added Entrance Fee. Under this option, the person in such agreement who is not designated as the Member will cease to be a Member or Associate in all respects and will enjoy no preferential joining or rejoining privileges.
 - (b) The Member and the Former Spouse can elect for each of them to be a Member in a “Split Membership”, in which case no additional Entrance Fee will be charged to either. In order to exercise this option, there can be no amounts due to the Club by the Member at the time. In the event either the Member or Former Spouse who has made this election for a Split Membership re-marries or enters into a marriage-like relationship (in either case, a “**Remarrying Spouse**”) and adds a Spouse as an Associate to his or her Membership, a Fee of one-half of the then current Entrance Fee must be paid by the Remarrying Spouse.
 - (c) The Member and the Former Spouse may agree that the Member will continue as a Member and the Former Spouse may continue as an Associate, provided the Member cannot add a Spouse as an Associate while a Former Spouse remains as an Associate of that Member.
- (3) The Club requires a written statement signed by each of the Member and the Former Spouse, indicating which option they have selected. The Club will not act as an intermediary in any dispute between a Member and a Former Spouse.
- (4) If the Member and Former Spouse fail to agree on an option set forth in subsection (2) above, they must arrange for a Court of competent jurisdiction, at their own cost, to resolve the matter. Where the Member and Former Spouse fail to provide a written statement contemplated in subsection (2) above within a reasonable time, the Board may suspend or

terminate the privileges of one or both of the Member and the Former Spouse.

- (5) An Associate who is a Child whose parents have experienced a Separation Event may, by written agreement of their parents provided to the Club, be assigned to the Membership of either parent Member, and for greater certainty, Children who are siblings need not all be assigned to the Membership of the same parent.
- (6) In the event of a Former Spouse continuing as an Associate of a Member, a separate monthly Statement may be issued to the Former Spouse provided a written agreement with respect to responsibility for charges is entered into with the Club. Notwithstanding a separate Statement being sent to a Former Spouse, the Member remains liable to the Club for amounts on such Statement if not paid by the Former Spouse and R5.2 to R5.5 will apply as if the Statement were sent to the Member. Similarly, even where a Former Spouse pays the Statement issued to him or her, if the Member under whose membership the Former Spouse is an Associate fails to pay required Dues, the rights of the Former Spouse as an Associate may be suspended or terminated.

Combining Two Memberships

- R4.9**
- (1) Two Members each in good standing and who become each other's Spouse may choose either to continue with the two existing Memberships or combine them into one Membership (a "**Combined Membership**") and notify the Club in writing of such request. The Combined Membership may be in the category of either of the Memberships of the two Members as specified in the notification to the Club.
 - (2) Upon a Separation Event of the two Spouses in a Combined Membership, provided the Combined Membership is in good standing, they may choose one of the following:
 - (a) immediately resume the two Memberships by paying at the time of the Separation Event, the lesser of:
 - (i) the current monthly Single Full Member dues at the time of the Separation Event multiplied by the number of months from the date of the Combined Membership; or
 - (ii) one-half the current Entrance Fee; or
 - (b) any of the choices offered under R4.8.
 - (3) In the event of a resumption pursuant to R4.9(2)(a) of the two Memberships which existed prior to the commencement of a Combined Membership, the Members will be deemed to have continued in whichever

category and status (i.e. Split or not) of Membership they belonged to prior to the date of commencement of the Combined Membership unabated from that date, and in the case of a Member who was a Full Member prior to the commencement of the Combined Membership, the period during which the Combined Membership existed will count towards qualification for Senior Membership.

- (4) Upon a Separation Event, the Club requires a written statement signed by each of the Spouses in the Combined Membership, indicating which option they have selected. The Club will not act as an intermediary in any dispute between Members in the Combined Membership.
- (5) If the Spouses in the Combined Membership fail to agree on an option set forth in subsection R4.9(2), they must arrange for a Court of competent jurisdiction, at their own cost, to resolve the matter. Where the parties fail to provide a written statement contemplated in subsection R4.9(2) within a reasonable time, the Board may suspend or terminate the privileges of one or both of the Members in the Combined Membership.

Number of Members

R4.10 The total maximum number of Members, excluding Social and Non-Resident Members, is 3,000, for an estimated 7,400 users. However, that number can be varied by the Board, in its discretion, taking into consideration such things as the available facilities and the extent of their use.

The Roster

R4.11 The Club roster includes the names of all Members and Spouses and is maintained on the Club's website. Without limiting R2.10, the roster is intended for the private use of Members and Associates, and may not be copied in whole or in part or provided to a person who is not a Member or an Associate without the approval of the Board.

Child of Member – Adult Child of a Member

- R4.12** (1) A child of a member, upon becoming 19 years of age, must become an Intermediate Member or cease to be an Associate.
- (2) A COM may apply to become a Full Member by delivering a completed application form to the Membership Office and paying the applicable Entrance Fee set out in Part 8 . In the case of a COM under age 27, (a) such application must be delivered no fewer than 90 days prior to the month in which the COM turns 27; and (b) no references are required. A COM will, upon Board acceptance of the COM's application and receipt of the required Entrance Fee, and subject to R4.13, become a Full Member.

- (3) The Special Entrance Fees in R8.1(3)(a) and (b), will not be available to a Child of a present or former Member or of a present or former Associate:
 - (a) where a parent of such Child had not been a Full Member or Associate Spouse of a Full Member for 10 years or more at the date of the Child's application; or
 - (b) where neither parent of the Child is at the date of the Child's application a Member or Associate Spouse of a Member;
- (4) A Child up to age 40 of a former Member or former Associate Spouse of a Full Member may apply to be a Full Member for the Entrance Fee set out in R8.1(3)(c), provided that the parent were a Full Member or Associate Spouse of a Full Member for 10 years or more. These applicants receive no priority in terms of becoming Members and are treated equally with new applicants.

Wait Lists

R4.13 The following Wait Lists to become a Full Member operate in order of the applicant being added to the respective Wait List (unless specified otherwise), and are subject to the applicants otherwise being fully qualified pursuant to the Rules prior to being added to the respective Wait List:

(a) Wait List No. 1 – Main

This list consists of applicants who are waiting to become a Full Member. Until February 1, 2018 (subject to Board discretion to specify an earlier date), 4 applicants per month who have paid the Entrance Fee in full will become Full Members, and thereafter, 3 applicants per month who have paid the Entrance Fee in full will become Full Members.

(b) Wait List No. 2 – Returning Non-Resident Members

This list consists of Non-Resident Members who have requested to be a Full Member. One person from this Wait List No. 2 may become a Full Member each time a Full Member is approved to become a Non-Resident Member pursuant to R4.3(1). If a Non-Resident Member becomes entitled to become a Full Member (i.e. reaches the top of Wait List No. 2) but is not prepared to become a Full Member that month, such Non-Resident Member will lose priority on Wait List No. 2 and may request again to be a Full Member and join Wait List No. 2 at that date with priority based on such date.

(c) Wait List No. 3 – Older COMs and Returned Members

This list consists of COMs over 27 and Returned Members (pursuant to R4.14). One person from this Wait List No. 3 may become a Full Member every month.

There is no waiting in the following events:

- (i) A COM on or before age 27 becoming a Full Member pursuant to R4.12(2);
- (ii) A Social Member becoming a Full or Senior Member pursuant to R4.6(1)(b);
- (iii) A Non-Resident Member becoming a Senior Member pursuant to R4.3(7);and
- (iv) A Former Spouse becoming a Member and a new Spouse of a Remarrying Spouse becoming an Associate, in each case pursuant to R4.8(2)(b).

Returned Member Privileges

R4.14 A Member who has voluntarily ceased being a Member and was in good standing at that time and who wishes to return to be a Full Member may do so by delivering a completed application form and paying one-half the Entrance Fee in effect on the date of application to return, and subject to Board acceptance, will have his or her name placed on Wait List No. 3.

Reciprocal Clubs

- R4.15** (1) The Club has reciprocal agreements with selected clubs around the world. Under these various reciprocity agreements, Members and Associates may visit clubs upon presentation of the required documentation, which may be obtained from the Club. Members of reciprocal clubs may attend the Club through a similar process. A list of these clubs is on the Club's Website.
- (2) Members and Associates who attend a reciprocal club must abide by such club's rules and must pay appropriate fees and charges directly to such club.

Special Inter-Club Arrangements

- R4.16** (1) From time to time, the Board may enter into special reciprocal agreements with other clubs with similar purposes which are operating within the Zone,

to extend limited privileges to their members to accommodate special needs, such as reconstruction following a fire.

- (2) Members may use food and beverage facilities at PointGrey Golf & Country Club and Hollyburn Country Club to the same extent they may use food and beverage facilities at the Club, and subject to the respective host club's rules.

Guests

R4.17 (1) The following definitions apply in R4.17:

- (a) **"Facilities"** – means the facilities of the Club used for athletic or organized activities;
 - (b) **"Social Facilities"** – means the food and beverage facilities of the Club and viewing areas of the Club, and does not include Private Functions;
- (2) Members and Associates 19 years or older are permitted to introduce Guests to use Facilities on four occasions each month but the number of Guests cannot exceed six on any occasion. No Guest may be introduced to use Facilities more than twice in any calendar month. The introduction of Guests of Social Members is restricted in accordance with R4.6.
 - (3) Members and Associates 19 years or older are permitted to introduce Guests only to use Social Facilities without incurring a Guest fee.
 - (4) There are no restrictions on the number of occasions on which Members and Associates 19 years or older may introduce Guests only to use Social Facilities but the number of Guests cannot exceed six on any occasion.
 - (5) Associates between the ages of 8 and 19 are permitted to introduce one Guest at a time, and will be charged a Guest Fee regardless of whether Facilities or Social Facilities will be used.
 - (6) Attendance of Guests at special events may be restricted.
 - (7) Members and Associates must remain on Club premises with their Guests at all times unless otherwise approved by the CEO.
 - (8) Members and Associates who fail to sign in their Guests will be fined and may be subject to other discipline.
 - (9) Members and Associates are not permitted to arrange for other Members or Associates to sign in Guests on their behalf for the purposes of enabling them to have more than six Guests.

- (10) Guests are permitted to have their children participate in the Childminding Service provided: (i) the adult Guest remains on the Club premises with the Member or Associate who introduced them, and (ii) there is capacity after meeting requirements of children of Members and Associates for such Childminding Service.

Special Guests

- R4.18** (1) Full Members and Senior Members may, upon approval by the CEO, sponsor a Special Guest who must:
- (a) be a resident outside the Zone; and
 - (b) temporarily reside with the Full Member or Senior Member.
- (2) To apply to add a Special Guest, the following is required:
- (a) government-issued photo identification of the Special Guest; and
 - (b) completion, and submission to the Club, of the requisite form.
- (3) A Special Guest approved by the CEO will be issued a permit for up to four weeks which will entitle the Special Guest to use the Club to the same extent as the sponsor. A Special Guest must carry the permit at all times while at the Club.
- (4) A Special Guest may only charge to the sponsor's account if authorized on the requisite form.

Caregivers

- R4.19** (1) A Caregiver is entitled to use the Club only for the purpose of acting as Caregiver. A Caregiver is not entitled to use any facilities at the Club unless acting as a Caregiver at the time of use.
- (2) Despite R4.19(1), a Caregiver is entitled to use the Bistro while waiting for the Member or Associate to whom such Caregiver provides services.

Guest Rules

- R4.20** Guest and Special Guest privileges may be suspended or terminated at the discretion of the Board, or suspended on a temporary basis by the CEO.

Adult Children with Disabilities

R4.21 Notwithstanding any other Rule or definition in the Rules, an adult Child of a Member in good standing (or of such Member's Spouse who is an Associate) may be authorized to use the Club facilities where:

- (1) the Directors are provided evidence, satisfactory to the Directors in their discretion, of such Child being designated as a "Person with Disabilities" under the Employment and Assistance for Persons With Disabilities Act (British Columbia) by the appropriate Ministry of the Province of British Columbia (or such other similar designation in future legislation);
- (2) the Member pays the equivalent to Intermediate dues for such Child;
- (3) unless the Directors otherwise direct, a parent of or caregiver for the Child is on the Club premises when the Child is on the premises; and
- (4) any other conditions required by the Directors are met;

and provided that:

- (a) such authorization expires annually on the last day of the month one year from which the authorization was given, but may be renewed by the Directors;
- (b) in any event, such authorization will terminate immediately upon the Member and Member's Associate Spouse both ceasing to be a Member or Associate for any reason;
- (c) the authorization may be terminated at any time if conditions required pursuant to this R4.21 are breached or no longer satisfied;
- (d) the Member and the Member's Spouse are responsible to the Club with respect to the Child to the same extent as the Member would be under the Rules if the Child were an Associate; and
- (e) to the extent any incremental obligations are imposed upon the Club by law with respect to equipment, staffing or otherwise by reason of such authorization, the costs therefor shall be borne by the Member.

PART 5 – FINANCIAL RULES

Charging Privileges

R5.1 A Staff Member is required to obtain a membership number before providing goods or services to a Member or Associate wishing to charge same to the respective Member's account. A Member or an Associate charging goods or

services must provide his or her membership number and if requested, sign the receipt. A Child under eight years of age does not have charging privileges. A Member is responsible for all charges to that Member's account.

Non-Payment of Dues, Fines, and Assessments

- R5.2** All amounts on a Statement are due and payable in full no later than the Due Date.
- R5.3** If a Member's Statement is not paid in full within 60 days of the Due Date, the CEO or CFO, at such officer's discretion, may place the Member's account in no-charge status.
- R5.4** If a Member's Statement is not paid in full within 90 days of the Due Date, the Member must pay his or her account in full and agree to put and maintain his or her account on automatic debit, failing which the Board may suspend the Member's Membership.
- R5.5** If a Member's Membership is suspended twice for non-payment of the Member's account, the Board may, at its discretion, expel the Member from the Club.
- R5.6** Despite any other section in this Part, a Member with extenuating circumstances that prevents the Member's account from being kept current is encouraged to contact the CEO. The CEO may, at the CEO's discretion, make payment arrangements with the Member, including relief from application of this Part. The CEO may also impose conditions and restrictions on the Member's account as the CEO deems necessary.

Activity, Function or Event Charges

- R5.7** A Member is responsible for payment of all charges in connection with any activity, function or event that the Member or any related Associate has signed up to attend including applicable cancellation charges associated with the activity, function or event. The cancellation policy is explained in a published notice or sign-up form.

PART 6 – FACILITY USAGE/CONDUCT

Hours of Operation

- R6.1** (1) Club hours are decided by the Board. These are subject to seasonal change, special events and statutory holidays. Notwithstanding seasonal adjustments, the Club's daily hours of operation are 5:00 a.m. to 11:00 p.m. on Monday to Friday, and 6:00 a.m. to 11:00 p.m. on Saturday, Sunday and holidays, for athletic facilities. Food and beverage facilities

and functions may have varied hours of operation. The Club is closed on Christmas Day.

- (2) The Board may, in its discretion, restrict the use of the Club or any Club facilities by Members, Associates, Guests or Special Guests at any time.

Restricted Areas

- R6.2**
- (1) Arbutus Lounge – When the Lounge is in operation, use of this room is limited to persons 19 years of age and over.
 - (2) Fireside Grille – Use of this room is limited to persons 19 years of age or over and to persons under 19 years of age when accompanied by an adult or authorized by the CEO.
 - (3) Weight/Cardio Rooms – Use of these rooms is limited to persons 16 years of age and over, and to those under 16 years of age if permission is granted by the Recreation Services Manager.
 - (4) Adult Change Rooms, Hot Tub and Sauna Area – Persons under 19 years of age are not permitted to enter these areas at any time.
 - (5) The Billie Mitchell Room – Persons under 19 years of age, unless authorized by the CEO, are not permitted in the Billie Mitchell Room.
 - (6) Rooftop Patio – Persons under 16 years of age, unless authorized by the CEO, are not permitted on the Rooftop Patio.

Use of Function Rooms

- R6.3** Every Committee, Member and Associate must reserve any function room to be used for an activity, event or meeting.

Club and Personal Property

- R6.4** The Club is not responsible for the loss or damage of personal property.

- R6.5** A Member, Associate, Guest or Special Guest is discouraged from bringing valuables to the Club and should leave any valuables brought to the Club at the Club's reception. A Member, Associate, Guest or Special Guest is also encouraged to use a lock on a locker to protect personal property. Locks may be purchased at the Club's entrances.

- R6.6** A Member, Associate, Guest or Special Guest may not remove any Club property, including towels, from the Club. Towels must be deposited in a towel bin before leaving the Club.

R6.7 Damage or theft of Club property by a Member, Associate, Guest or Special Guest may be charged to the respective Member's account, and the Member or Associate may be subject to Part 7 – Discipline.

Lost and Found

R6.8 The Club maintains an unsupervised lost and found area.

R6.9 Items unclaimed after 14 days are donated to a charitable organization.

Animals

R6.10 No animals, except certified assistance or guide dogs, are allowed in the Club or on the Club's property.

Food and Beverages

R6.11 Unless authorized by the CEO, no food or beverages may be brought into and consumed in the Club for any Club function or event.

R6.12 A Member, Associate, Guest or Special Guest who consumes food or beverages other than in the Club's Bistro, Fireside Grille or Lounge is responsible for maintaining cleanliness in the Club and for returning dishes to the Bistro or Lounge.

Liquor and Smoking

R6.13 The Club's liquor service is provided in compliance with the British Columbia *Liquor Control and Licensing Act* and its *Regulations* and with the terms and conditions of the Club's liquor licence. Alcoholic beverages are allowed only in those areas of the Club that are licensed. Any questions regarding the Club's liquor service must be directed to the CEO.

R6.14 A Staff Member may restrict or discontinue liquor service to a Member, Associate, Guest or Special Guest for any reason.

R6.15 A Member or Associate is responsible for the conduct of his or her Guest or Special Guest. If a Member, Associate, Guest or Special Guest reprimands or abuses a Staff Member for discontinuing liquor service to any of them, the respective Member or Associate may be subject to Part 7 – Discipline.

R6.16 Alcoholic beverages may not be brought into the Club.

R6.17 Smoking is prohibited in the Club and on the Club's property. For the purposes of this Rule, "Smoking" includes inhaling, exhaling, burning, and carrying a lighted cigarette, cigar, pipe, hookah pipe, or other lighted smoking equipment

that burns tobacco or any other substance, and also includes utilization of vapes, vaporizers, vape pens, hookah pens, electronic cigarettes (e-cigarettes or e-cigs), and e-pipes and other electronic nicotine delivery systems.

Illegal Substances

R6.18 The sale, exchange, unlawful use or possession of an illegal substance in the Club or on the Club's property is prohibited and subject to disciplinary action under Part 7 – Discipline.

Entertainment and Private Functions

R6.19 A Member or Associate may rent a room in the Club for private parties, business meetings and other private events (each, a “**Private Function**”), subject to the catering department's terms and policies, including the addition of a service charge.

R6.20 Attendance at a Private Function is by invitation only.

R6.21 The CEO must approve in advance any entertainment at a Private Function.

Tip Fund

R6.22 The Club has established a tip fund (the “**Tip Fund**”) for the purpose of distributing a cash bonus on an annual basis to all Staff Members, except the CEO, to recognize their service to the Club. The Board sends every Member an invoice, suggesting an amount for contribution to the Tip Fund, three times per year. The Member has the discretion to contribute the suggested amount, or any other amount, to the Tip Fund.

Business Activity

R6.23 Unless authorized by the CEO, only those items sold by the Club may be offered for sale in the Club.

R6.24 Unless authorized by the CEO, no outside advertising using the Club's name, address and/or logo for the purpose of promoting any activity, function, private party, business meeting, event or cause is permitted. This includes, but is not limited to public notices, advertising by radio, television, newspapers, internet and/or magazines and by public display of flyers and posters.

R6.25 The Club's address, telephone number, fax number or website must not be advertised or used as the business contact information for any Member or Associate.

R6.26 Information about any Member or Associate obtained at the Club must not be used for solicitation of any kind.

R6.27 Unless authorized by the CEO, a Member or Associate must not distribute or post subscriptions, petitions, announcement cards, notices or other similar documents in the Club. Upon approval, a Member or Associate may advertise goods or services for sale in designated areas of the Club or in *The Bark*.

R6.28 Unless authorized by the CEO, no lotteries, raffles, games of chance, silent auctions or fund-raising activities are permitted in the Club.

Responsibility for Children

R6.29 A “**Responsible Person**” is a parent or a person in the position of a parent or Caregiver who is at least 16 years of age, but cannot be a Staff Member. A Responsible Person for a Child is fully responsible for the Child’s actions and safety at the Club. A Responsible Person must adhere to the following:

- (a) A Child who is seven years of age and under must be accompanied by a Responsible Person at all times at the Club, unless the Child is registered for, and participating in, the supervised childminding service at the Club (the “**Childminding Service**”), or a supervised activity at the Club (the “**Supervised Activity**”) and contact information has been provided to the Childminding Service or the instructor of the Supervised Activity.
- (b) A Responsible Person who leaves a Child who is seven years of age and under unattended at the Club may be subject to Part 7 - Discipline.
- (c) A Child who is less than 19 years of age, is not allowed in the Club or on the Club’s premises after 10:00 pm, unless the Child is participating in a Supervised Activity or accompanied by a Responsible Person.
- (d) The manager on duty may, in his or her sole discretion, implement an immediate suspension against a Child who is less than 19 years of age if the Child is demonstrating Unacceptable Conduct. If the Child demonstrates Unacceptable Conduct at the Club, the Child and the Child’s parents may be subject to Part 7 - Discipline.

R6.30 A Member must indemnify the Club for any loss or damage caused to the Club or the Club’s property by such Member’s Child, or any other claim made against the Club and involving such Member’s Child who is 19 years of age and under.

Parking

- R6.31** All Members and Associates are required to display the Club's parking decal (the "**Decal**") on their vehicles as directed. A single Member is assigned one Decal and a Member paying Family Dues or Couple Dues is assigned two Decals. A Member may purchase an extra Decal.
- R6.32** A Member or Associate parking a vehicle in a Member parking area without a Decal may be subject to a fine and/or towing.
- R6.33** The Club reserves the right to tow a vehicle and/or fine a Member or Associate for improper parking, including parking in a manner that blocks other vehicles, an exit or a driving lane; unauthorized parking in a parking stall marked for people with disabilities; and parking in the turnaround in front of the Club's main entrance.
- R6.34** The turnaround in front of the Club's main entrance is for immediate loading and unloading only, and not merely waiting. A Member or Associate must attend his or her vehicle in the turnaround at all times.
- R6.35** Parking is available in the main parking area near the Club's main entrance for persons who display a valid disabled persons' parking permit under the *Motor Vehicle Act* Regulations.
- R6.36** The Board may authorize the temporary suspension of parking in the Club's main parking area for a Club event.
- R6.37** The Club is not responsible for loss or damage that may occur to the vehicle or its content of a Member, Associate, Guest or Special Guest while in any of the Club's parking areas or the parkade or when towed. All Members, Associates, Guests and Special Guests are encouraged to lock their vehicles and remove valuables from their vehicles.

Communication Devices and Other Mobile Recording Devices

- R6.38** Audio and video conversations on any Communication Device are prohibited in all areas of the Club except in the hallways.
- R6.39** While at the Club, Communication Devices must be off or in silent mode. A Member, Associate, Guest or Special Guest answering a Communication Device must move from a prohibited area to a hallway prior to answering.
- R6.40** A Member, Associate, Guest or Special Guest must show common courtesy to those around them when using a Communication Device by conversing in low tones.

R6.41 Communication Devices and all other media with recording capabilities, including voice recording, still photography and video photography, are not permitted to be used in any capacity (e.g. texting) in the changing rooms or hot tub/sauna area.

R6.42 Members and Associates who contravene any of Rules R6.38, R6.39, R6.40 or R6.41, may be subject to a fine. Members and Associates are also responsible for the conduct of their Guests and Special Guests and may be subject to a fine with respect to a breach by their Guests or Special Guests of any of those Rules.

Non-Member Use

R6.43 If a program or activity cannot otherwise successfully proceed, a person who is not a Member or an Associate (the “**Non-Member**”) may be granted permission to participate pursuant to R6.44. Participation by a Non-Member must not displace the participation of a Member or an Associate in a program or activity.

R6.44 The Recreational Services Committee and the CEO must review and approve, on at least an annual basis, any Non-Member participation in a program or activity. Based on the recommendation of the Recreational Services Committee, the CEO may prohibit Non-Member participation in any program or activity.

PART 7 – DISCIPLINE

Complaints

R7.1 For a Complaint to be considered, a Member, Associate or Staff Member must, within a reasonable time of the incident, activity or behaviour, deliver it to the CEO.

R7.2 A Complaint must set out:

- (a) the name, address and phone number of the Complainant;
- (b) the name of the Member or Associate against whom the Complaint is made; and
- (c) a detailed summary of the Complaint, including the date, time, location and a description of what occurred.

Consideration of Complaints

R7.3 The CEO must consider every Complaint received in accordance with R7.1 and R7.2.

R7.4 The CEO may initiate a Complaint on behalf of the Club and must report the Complaint to the Executive Committee.

R7.5 The CEO may decline to refer a Complaint to the Executive Committee for further investigation, if the CEO is satisfied that the Complaint:

- (a) is frivolous or vexatious; or
- (b) does not allege facts that, if proved, would constitute Unacceptable Conduct.

R7.6 If the CEO believes that a Complaint discloses conduct warranting further investigation or action, the CEO must report the Complaint to the Executive Committee and make preliminary recommendations to the Executive Committee.

R7.7 The status of a Complaint is its stage of progress through the complaints handling process, including, but not limited to, the following:

- (a) opened and under consideration;
- (b) under investigation;
- (c) under review;
- (d) referred to the Discipline Committee for a hearing; or
- (e) closed.

R7.8 Unless otherwise provided in this Part, no member of the Board will accept any information or records about a Complaint from anyone, including the Complainant or Person Under Review, while the Complaint is opened and under consideration, under investigation, or referred to the Discipline Committee for a hearing to achieve the following two purposes:

- (a) ensure a competent, fair and timely investigation and resolution of the Complaint; and
- (b) prevent any perceived or actual bias in favour of the Complainant or Person Under Review.

Investigation of Complaints

R7.9 The Executive Committee may decline to investigate a Complaint if the Executive Committee is satisfied that the Complaint:

- (a) is frivolous or vexatious; or

- (b) does not allege facts that, if proved, would constitute Unacceptable Conduct.

R7.10 If the Executive Committee believes that a Complaint merits further investigation, the Executive Committee must appoint an Investigative Committee consisting of three Full or Senior Members or Associates over 27 years of age in good standing each of whom is not then serving as a Director, is not a Spouse of a Director or of another member of the Investigative Committee and is not connected in any way with the Complaint. The Executive Committee must name one of them as IC Chair.

R7.11 Unless otherwise provided by these Rules, the Investigative Committee must deliver to the Person Under Review a copy of the Complaint.

R7.12 Despite R7.11 if the Investigative Committee considers it necessary for the effective investigation of the Complaint, the Investigative Committee may delay notification of the Complaint to the Person Under Review.

R7.13 Despite R7.11, the Investigative Committee may decline to identify the Complainant while the Complaint is under investigation.

R7.14 The Investigative Committee may require the Person Under Review to whom a copy of the Complaint has been delivered to respond to the substance of the Complaint.

R7.15 The response of the Person Under Review under R7.14 must be:

- (a) in writing and, unless the Investigative Committee permits otherwise, signed personally by the Person Under Review; and
- (b) delivered to the Investigative Committee as soon as practicable and, in any event, by the date set by the Investigative Committee.

R7.16 If the Person Under Review does not deliver a response to the Investigative Committee in accordance with R7.15, the Investigative Committee will continue its investigation and may take any steps that it would otherwise be entitled to take under these Rules.

R7.17 After receiving a response from the Person Under Review, the Investigative Committee may deliver to the Complainant a copy of the response.

R7.18 The Investigative Committee may attempt to resolve a Complaint through mediation or other informal means.

Temporary Suspension

R7.19 The Executive Committee may suspend the Person Under Review for a period not exceeding the time needed to conduct an investigation and, if necessary, the hearing of the Complaint (a “**Temporary Suspension**”). The Person Under Review must continue paying dues to the Club during a Temporary Suspension.

Action after Investigation

R7.20 After investigating a Complaint, the IC Chair must report the Investigative Committee’s summary of its investigation and make recommendations to the Executive Committee in writing.

R7.21 The Investigative Committee’s recommendation will be that the Complaint:

- (a) does not disclose conduct warranting further action;
- (b) discloses conduct that may constitute Unacceptable Conduct and warrants a hearing; or
- (c) has been resolved between the Complainant and Person Under Review, subject to the Executive Committee’s review of the Resolution.

R7.22 The IC Chair must advise the Complainant and Person Under Review in writing of the Investigative Committee’s recommendation.

R7.23 When the Investigative Committee recommends no further action under R7.21(a), notice to the Complainant under R7.22 must include:

- (a) the reason for the recommendation; and
- (b) instructions on how to apply for a review of the recommendation to the Executive Committee.

Review by the Executive Committee

R7.24 A Complainant may apply to the Executive Committee for a review of a recommendation by the Investigative Committee under R7.21(a) by applying to the Executive Committee within 30 days after the recommendation is communicated to the Complainant. The Executive Committee will advise the Complainant and Person Under Review of its decision regarding the review within 30 days of receiving the Complainant’s request for a review.

R7.25 If the Executive Committee agrees with the Resolution under R7.21(c), the Resolution must be prepared in writing by the IC Chair and, unless the

Executive Committee permits otherwise, signed personally by the Complainant and Person Under Review.

Discipline Committee

R7.26 The Executive Committee must appoint a Discipline Committee when:

- (a) the Executive Committee decides a hearing is warranted in relation to a Complaint after a review under R7.24;
- (b) the Investigative Committee recommends a hearing under R7.21(b); or
- (c) the Executive Committee disagrees with the Resolution under R7.21(c).

The Discipline Committee will consist of five people, all of whom will be Members or Associates in good standing and currently serving as Directors and none of whom will be serving as Officers or the CEO at the time of their appointment to the Discipline Committee (“**DC Appointees**”), and the Executive Committee must appoint one of them as DC Chair.

R7.27 A DC Appointee whose ability to act objectively on the Discipline Committee may be impaired by personal interest must make this declaration immediately and not serve on the Discipline Committee.

R7.28 The Discipline Committee must hear the complaint within 30 days of its appointment; the Discipline Committee may extend the time for the hearing with the consent of the Discipline Committee, the Complainant, or the Person Under Review.

R7.29 The Discipline Committee must provide written notice at least 14 days before the hearing to the Complainant and the Person Under Review, and ensure that they will have an opportunity to be heard.

R7.30 The Discipline Committee may establish procedures for the hearing of the Complaint.

R7.31 Despite R7.32, the Discipline Committee will conduct the hearing of the Complaint in a closed and private session (in camera) in order to:

- (a) protect the Club, its operations, and delivery of its mandate from harm that could result from the release of certain information; and
- (b) protect the Complainant, Person Under Review, or any third parties when the release of certain information would be an unreasonable invasion of their personal privacy.

R7.32 The Complainant, Person Under Review, the Club and the Discipline Committee may be represented by counsel at the hearing of the Complaint at their own expense.

R7.33 If, during the hearing of the Complaint, up to two DC Appointees withdraw from the Discipline Committee, the Discipline Committee may continue the hearing of the Complaint with a minimum of three DC Appointees.

R7.34 The Discipline Committee may make the following findings:

- (a) that the Complaint has not been proven, in whole or in part; or
- (b) that the Complaint has been proven, in whole or in part.

R7.35 If a finding has been made under R7.34(b), the Discipline Committee may make one or more of the following orders:

- (a) to require the Person Under Review to provide a written letter of apology to the Complainant;
- (b) to impose a monetary fine against the Person Under Review;
- (c) to suspend the Person under Review temporarily from enjoying the privileges of the Club;
- (d) to restrict the use of the Person under Review of certain areas or activities of the Club; or
- (e) to expel the Person Under Review.

R7.36 If the Person Under Review received a Temporary Suspension under R7.19, and if the Discipline Committee finds that a suspension is warranted under R7.35, the Discipline Committee, at its discretion, may count the length of the Temporary Suspension toward the suspension ordered under R7.35.

R7.37 The findings and orders, if any, of the Discipline Committee (separately or together, a “**Decision**”) are final and binding.

R7.38 The DC Chair must report the Decision of the Discipline Committee in writing to the Executive Committee.

R7.39 The Decision of the Discipline Committee will be delivered to the Complainant and the Person Under Review, and any orders made will take effect upon delivery. The Decision may be delivered orally, or in writing by hand or by regular mail. Delivery by regular mail to the address of the Person Under Review in the Club’s records will be deemed to have been received seven days after mailing.

R7.40 Regardless of the outcome of a consideration, an investigation, a review or a hearing of a Complaint, the Complainant and the Person Under Review will be responsible for their own costs, if any, incurred in relation to the Complaint, including all legal fees and disbursements.

Confidentiality

R7.41 Except as otherwise permitted by these Rules or by law , no one is permitted to disclose any information or records that form part of the CEO's initial consideration of a Complaint, the Investigative Committee's investigation of the Complaint, the Executive Committee's review of the Complaint, or the Discipline Committee's hearing of the Complaint.

R7.42 Despite R7.41, the CEO may do the following:

- (a) with the consent of the Executive Committee, deliver to a law enforcement agency any information or documents that the CEO believes may be evidence of a criminal offence; and
- (b) deliver information or documents as required by law.

PART 8 – FEES, DUES, FINES AND ASSESSMENTS

Fees, Dues and Fines

R8.1 Applicable taxes will be charged on all amounts noted below, unless otherwise indicated.

- (1) Subject to the right of the Board to vary and add to Fees, Dues, Fines and Assessments, the following will apply:

- (a) Entrance Fee : \$65,000.00

Either in full on acceptance of application or \$17,500.00 on acceptance of application and \$17,500.00 on each of the following three (3) anniversary dates provided that in any event the Entrance Fee must be paid in full prior to acceptance as a Full Member (i.e. if sooner than 3rd anniversary).

- (b) Monthly Dues:

- (i) Full Membership:

Single: (30 and over)	\$ 185.10
Single: (under 30)	\$ 138.80
Couple: (30 and over)	\$ 238.30
Couple: (under 30)	\$ 178.70

(ii) Family (fees are in addition to those for any Intermediate):	
Member plus 1 child over 3 and under 19:	\$ 238.30
Member plus Spouse and no children over 3 and under 19:	\$ 238.30
All others:	\$ 293.80
Intermediate:	\$ 60.90

(iii) Senior Membership:	
Born prior to January 1, 1953:	
Senior Single:	\$ 95.80
Senior Couple:	\$ 124.10
Born January 1, 1953 or later:	
Senior Single:	\$ 138.83
Senior Couple:	\$ 178.73

[Note:

- 1. Senior status is not based solely on age.*
- 2. After January 1, 2028, it is expected that Seniors 65 up to 75 years of age will pay 75% of then regular dues and Seniors 75 years and older will pay 50% of then regular dues.]*

(iv) Social Membership:	
Social Single:	\$ 76.20
Social Couple:	\$ 103.40

(c) Capital Improvement Fee: 4% of applicable Monthly Dues

(d) Non-Resident Membership (per annum):	
Non-Resident Member:	\$ 587.60
Non-Resident Senior Member born prior to January 1, 1953:	\$ 293.80
Non-Resident Senior Member born January 1, 1953 or later:	\$ 440.70

[Note: Senior status is not based solely upon age.]

(e) Guest Fees (in each case, per visit):	
Adult Guest:	
(i) food/beverages/viewing only:	\$ 0.00
(ii) facilities:	\$ 12.38

Guests under 19 years:

- (i) food/beverages/viewing only – if signed in by an adult Member or Associate: \$ 0.00
- (ii) facilities – if signed in by an adult Member or Associate: \$ 8.10
- (iii) any purpose – if signed in by an Associate under 19 years of age: \$ 8.10

(f) Special Guest Fees – these fees are for Special Guests of Full Members, and are based on a four-week maximum, prorated accordingly:

Single Guest: (over 27 years)	\$ 176.80
Single Guest: (3 – 27 years)	\$ 57.90
Couple:	\$ 238.30
Family:	\$ 293.80

(g) Lockers:

Adult Locker Room (per month):	\$ 14.00
Main Hall Half Locker (per month):	\$ 14.00

A wait list for Lockers is maintained by Membership Services. Lockers are not transferable.

(2) Fines:

In addition to discretionary fines which may be assessed by the CEO or the Board from time to time the following Fines will apply:

- (a) Failing to sign in a Guest or Special Guest: \$200.00 and will increase by 50% for each subsequent violation that occurs within a rolling 24-month period;
- (b) Parking violation: \$100.00 and will increase by 50% for each subsequent violation that occurs within a rolling 24-month period;
- (c) Communications Device and Other Mobile Recording Devices violation: \$50.00 and will increase by 50% for each subsequent violation that occurs within a rolling 24-month period.

(3) Special Entrance Fees (see Part 4 for Qualification for these Special Entrance Fees):

During or before the month of his or her 27th birthday an Intermediate can pay in full on acceptance or pay 25% on acceptance and 25% on or before each of the following three (3) anniversary dates. An administrative fee of 5% is charged on the unpaid balance:

- (a) Transfer from Intermediate to Full Membership:
25% of Entrance Fee then in effect or last published
 - (b) COM:
 - Age 27-30 (inclusive, up to 30th birthday): 37.5% of Entrance Fee then in effect or last published
 - Age 30-33 (inclusive, up to 33rd birthday): 50% of Entrance Fee then in effect or last published
 - Age 33-40 (inclusive, up to 40th birthday): 75% of Entrance Fee then in effect or last published
 - (c) Child (under 40 years of age) of former Full Member of at least 10 years good standing: 75% of Entrance Fee then in effect or last published;
 - (d) Returning former Member: one-half Entrance Fee in effect at date of application.
- (4) Miscellaneous Charges:
- (a) Tri-annual gratuity charge for Staff: (a Member can opt out of the gratuity charge):
 - (i) Full Member and Senior Member
(aggregate per annum): \$ 90.00
 - (ii) Social \$ 90.00
 - (b) Extra Parking Decal (per annum): \$ 365.00

R8.2 Administrative Fees

- (1) Administrative fees are not subject to GST;
- (2) All Dues, Fees, Fines and charges will be due and payable in full, upon receipt of a Statement. An administration fee amounting to the greater of \$5, or two percent per month on any unpaid balance, will be added to the Member's account, if the account remains unpaid after one month of the Statement date. The two percent will be calculated against the full amount due. The accounting staff is not authorized to forgive any charge.

Assessments

R8.3 From time to time, the Board may levy Assessments for special purposes.

PART 9 – MEETINGS AND COMMITTEES

Meetings

R9.1 The Board must meet a minimum of 10 times each year.

R9.2 Where voting by proxy is permitted, the form and content of the proxy must be determined by the Board.

Executive Committee

R9.3 The responsibilities of the Executive Committee include:

- (a) to review and evaluate the performance of the CEO;
- (b) to help ensure the Board's directives are carried out;
- (c) to deal with matters of a sensitive nature on behalf of the Board including personnel, labour, legal, discipline and insurance matters;
- (d) to review and approve Board meeting materials, including the agenda;
- (e) to make recommendations to the Board as required;
- (f) to ensure the responsibilities of the Officers are properly executed; and
- (g) to help coordinate the work of other committees.

Nominating Committee

R9.4 The members of the Nominating Committee must include:

- (a) the incumbent President, who will be the Chair;
- (b) at least one former President;
- (c) at least one member of the previous year's Nominating Committee;
- (d) five Members or Associates, none of whom have been a Director or Officer in the preceding five years; and
- (e) the CEO, who will not have a vote;

all of whom must be in good standing.

R9.5 The Nominating Committee must not have more than eleven members.

R9.6 The Nominating Committee's responsibilities include:

- (a) to assess and nominate candidates for election to the Board;
- (b) to assess and nominate candidates for the Executive Committee; and
- (c) to assess the performance of Board members.

R9.7 The Nominating Committee shall:

- (a) carry on its activities in strict confidence;
- (b) complete its tasks in the manner and within the time prescribed by the incumbent President;
- (c) cause steps to be taken to ensure awareness of nomination opportunities;
- (d) receive from the incumbent President information in writing regarding the wish of Directors and Officers completing their terms to stand for re-election, if eligible; and
- (e) prepare and cause to be published to Members and Associates a list of nominees for election as Directors and Officers.

House Committees

R9.8 The Board may constitute House Committees as it sees fit. The current House Committees are:

- (a) Finance;
- (b) Recreation Services;
- (c) Planning and Facilities; and
- (d) Membership.

R9.9 Appointments to House Committees must be made on an annual basis by the President, and must be confirmed by the Board. Subject to R9.12, adult Full Members and Senior Members and their Associate Spouses may serve on House Committees, but a Member and his/her Associate Spouse may not serve on the same House Committee at the same time. Each House Committee must have at least two Directors as members who serve as chair and vice-chair. Except with respect to the Finance Committee, no member of the Executive Committee may serve on a House Committee.

R9.10 The mandates for House Committees must be set by the President on an annual basis.

R9.11 House Committees must report in a timely fashion to the Board on matters falling within their respective responsibilities and mandates, and may make recommendations as appropriate.

R9.12 No one may sit on a House Committee continuously for more than four years unless approved by the Board. No one may participate in more than one House Committee at any time. A Spouse of a Director may not participate in a House Committee.

Finance Committee

R9.13 The Finance Committee's responsibilities include:

- (a) to review and approve the Club's monthly financial statements and, as appropriate, recommend them to the Board;
- (b) to review and approve capital expenditure requests and make recommendations to the Board as appropriate;
- (c) to review and approve the annual operating plan and capital budget for Board approval;
- (d) to develop, review and recommend accounting policies for Board approval;
- (e) to meet with the Auditor as necessary to discuss the audit plan and audited financial statements;
- (f) to provide direction to the CEO and chief financial officer regarding financial policies and procedures;
- (g) to review and evaluate financing options for large capital expenditures;
- (h) to review investment options and banking arrangements for the Club;
- (i) to review periodically the Club's insurance coverage and risk management programs;
- (j) to review regularly Club policy regarding custody and protection of assets; and
- (k) to review any matter that may have financial implications for the Club.

Recreation Services Committee

R9.14 The Recreation Services Committee's responsibilities include:

- (a) to review and approve programs offered at the Club;
- (b) to monitor the use of the Club's facilities;
- (c) to allocate use of the Club's facilities as necessary; and
- (d) to develop with staff programs offered at the Club.

Planning and Facilities Committee

R9.15 The Planning and Facilities Committee's responsibilities include:

- (a) to review and monitor the condition of the Club's facilities;
- (b) to review and approve alterations, renovations and improvements to the Club's facilities and make recommendations to the Board as appropriate; and
- (c) to review and approve plans for alterations, renovations and improvements to the Club's facilities as appropriate.

Membership Committee

R9.16 The Membership Committee's responsibilities include:

- (a) to make recommendations to the Board regarding the number and composition of Members and Associates in the Club;
- (b) to recommend strategies to the Board regarding the enhancement of cooperation and civility at the Club;
- (c) to monitor the Club's ability to attract membership applications;
- (d) to make recommendations to the Board to improve the membership application process;
- (e) to assess membership classes, and the rules and policies applicable to them, and make recommendations to the Board to achieve optimal use of the Club by Members and Associates; and
- (f) to make recommendations to the Board regarding amendments to the Constitution, Bylaws and Rules.

Activity Committees

R9.17 The Board may constitute Activity Committees as it sees fit.

R9.18 Each Activity Committee must set requirements for participation in its activity, for review and approval by the Board, and activities at the Club must be conducted in accordance with the requirements of the respective Activity Committee.

R9.19 Each Activity Committee must hold an annual general meeting of their members to elect officers for the following year.

R9.20 Activity Committees must manage their respective activities as authorized and directed by the Recreation Services Committee, and must report to the Recreation Services Committee.

R9.21 No Director may participate in an Activity Committee while on the Board.

R9.22 Provided the respective Director is not sitting on the Recreation Services Committee or Executive Committee, his/her Associate Spouse may participate in an Activity Committee.

R9.23 Subject to R9.24, a Member and his/her Associate Spouse may each participate in an Activity Committee but not on the same Activity Committee; Members and adult Associates may participate concurrently in more than one Activity Committee.

R9.24 A Member or his/her Associate Spouse may not participate in an Activity Committee if the other is sitting on the Recreation Services Committee.

R9.25 No Activity Committee may discipline, or impose a fine on, a Member or Associate except as authorized by the Board.

Ad Hoc Committees

R9.26 The Board may from time to time constitute Ad Hoc Committees for specific purposes as it sees fit.