

RULES AND REGULATIONS

February 2005

THE PENINSULA YACHT CLUB

RULES AND REGULATIONS

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GENERAL CLUB RULES

1. Members and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The roster or list of members of the Club shall not be accessible to anyone other than Club staff. The Club may provide from time to time a membership directory to members of the Club. Use of the roster, directory or list of members of the Club for solicitation or commercial purposes is prohibited.
3. The Club Facilities shall be open on the days and during the hours as may be established by the Club. The Club reserves the right to reserve in advance any of the Club Facilities to hold promotional events or social activities. Areas of the Club may also be closed from time to time for scheduled maintenance and repairs.
4. No performance by entertainers will be permitted on the Club Facilities without the permission of the Club.
5. Alcoholic beverages will not be served, sold or consumed at the Club facilities 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 the State of North Carolina. All alcoholic beverages consumed or otherwise possessed on the Club Facilities must be purchased at the Club with the exception of alcoholic beverages donated for charity events.
6. Outside catering is not permitted. All food and beverages consumed on the Club facilities must be furnished by the Club unless otherwise permitted by the Club. No private coolers will be permitted in the clubhouse area.
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse and pool area only with the permission of the Club.
8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club.
9. Other than as permitted by the Club, no petition shall be originated, solicited, circulated or posted within the facilities.
10. It is contrary to the Club's policy to have the facilities used for functions which are in any way related to past, present or future fund-raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services unless otherwise determined by the Club from time to time
11. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.
12. Dogs or other pets (with the exception of guide dogs) are not permitted on the Club Facilities, except under special circumstances or with permission of the Club. Where dogs are permitted on the grounds, they must remain on a leash. Members are responsible for damage caused by an animal owned by the member or under the member's control.

13. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the General Manager.
14. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no member shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club facilities for any purpose whatsoever. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.
15. Smoking is permitted only in designated areas. Cigar and pipe smoking is not permitted in the dining and lounge areas.
16. Absolutely no fireworks are permitted anywhere on the Club facilities or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
17. No unlicensed vehicles are permitted on the facilities.
18. Firearms and other weapons of any kind are not permitted on the Club facilities at any time.
19. No member, visitor or guest is allowed in the service or restricted areas of the Club.
20. Use of the facilities may be restricted or reserved from time to time by the Club.
21. Violation of any of these Rules and Regulations or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.
22. The Club reserves the right to amend or modify these Rules and Regulations and shall notify the membership of any change.
23. The Club personnel have full authority to enforce these Rules and Regulations and any infractions will be reported to Club management.
24. Any defined terms used in the Rules and Regulations that are not specifically outlined in these Rules and Regulations shall have the same meaning given to such terms in the Plan for the offering of memberships.
25. In the event of a conflict between these Rules and Regulations and the Plan for the offering of memberships, then the terms and conditions of the Plan for the offering of membership shall prevail.

MEMBERSHIP CARDS

1. The Club will issue a membership card to the member, as well as to the immediate family members who are eligible for membership privileges. Membership cards will include the member's name and club account number. Membership cards will be issued only upon payment of dues by the member. A temporary membership card may be issued to all houseguests who have been properly registered with the Club and who have paid the required temporary membership fee. Membership cards will not be issued to children under the age of ten or over the age of twenty-two. Members and their families must have their membership card with them at all times while using the facilities of the Club.
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 mailed to the members at the address designated by the member or held for pick-up at the Membership Services Office as requested by the member.
4. In the event of a lost or stolen membership card, the Club must be notified immediately. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. For each new membership card replaced, a charge covering the cost of the replacement card will be charged to the member's club account as determined by the Club from time to time.
5. Each member shall receive such identification decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club from time to time.
6. A member is entitled to credit and charge privileges at the Club so long as his/her membership is in good standing. Cash payments may or may not be permitted.
7. All food, beverage, merchandise and services of the Club charged to the member's club account would be billed monthly and due in full upon receipt.
8. Club accounts shall be deemed delinquent from the date first billed if payment is not received by the last day of the month in which the monthly statement was sent. Past-due bills will accrue at one and one-half percent per month service charge from the date of the monthly statement until paid in full. Past-due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.
9. If a member fails to pay any club account within sixty days of when it is first billed, the Club, upon ten days notice, shall have the right to suspend such membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of ninety 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 the Club.
10. If payment in full, including any reinstatement fees owed by a member, is received prior to the Club's terminating a membership, the member making payment shall be reinstated as a member in good standing.

11. If the club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

12. In order to protect members from improper charges, membership cards must be presented at the point of sale for all transactions.

GUEST PRIVILEGES AND OTHER USE PRIVILEGES

1. All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in a member's residence. All other guests of a member shall be considered day guests.

2. Day guest privileges are subject to the following conditions:

a. A particular individual using the facilities of the Club as a day guest must be registered by the sponsoring member with the Club.

b. Day guests must be accompanied at all times by the member during his/her use of the facilities, unless otherwise determined by the Club from time to time.

c. Day guest charges for any services will be charged against the sponsoring member's club account.

3. The houseguest privileges are available subject to the following conditions

a. Houseguests must be registered by the sponsoring member with the Club prior to the arrival of the guests. Houseguests will be issued temporary use cards upon the payment of the applicable temporary houseguest fee.

b. Houseguests are permitted to use the facilities unaccompanied by the member, provided the houseguest has been issued a temporary use card.

c. The maximum length of stay for a houseguest is two weeks. At the expiration of the card, renewals of houseguest privileges will be granted at the discretion of the Club.

d. The sponsoring member does not have to give up membership rights for the period of time the houseguest is in residence.

e. Houseguests will be charged a temporary houseguest fee as determined by the Club from time to time. The temporary houseguest fee will be on a per week basis and shall not be prorated for actual time the houseguest is in residence.

f. Upon approval of the Club, the houseguest will be issued temporary charge privileges. The houseguest will have the opportunity to pay his/her charges at the end of his/her stay.

g. To provide use privileges for a houseguest, the sponsoring member must initiate the application for houseguest membership at least five business days prior to the arrival date of the houseguest.

h. The Club must be notified of a cancellation at least two days prior to the arrival date of the houseguest. Failure to advise the Club of a cancellation may result in the member's club account being charged the full houseguest fee.

i. Houseguests must have their temporary use cards with them at all times while using the facilities.

4. The sponsoring member shall be responsible for all charges incurred by his/her guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, conduct or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to surrender his/her guest card and to leave the Club's premises.

5. All guests, whether day guests or houseguests, will be required to register with the Club. The Club reserves the right to require identification from each guest.

6. Guest privileges may be limited by the Club, from time to time, in the sole discretion of the Club. Notice of such limitation will be given by the Club.

ATTIRE

1. It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. From time to time, dress requirements will be published by the Club.

2. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion.

3. Shirts and shoes must be worn at all times when on Club Facilities.

4. Bathing suits may be worn only in the pool and marina areas. All other Club Facilities require appropriate cover-ups and shoes to be worn.

CLUB SERVICES AND ACTIVITIES

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.

2. The Club desires to encourage the use of the Club Facilities by members for private parties on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

3. Private parties are permitted at the Club only with prior permission of the Club. 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 the Club Facilities and for the payment of any charges not paid by individuals attending the private party.

4. Special event functions will be scheduled from time to time at the discretion of the Club.

CHILDREN

1. Children under ten years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult, or unless otherwise permitted by the Club.

2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.

PROPERTY DAMAGE AND PERSONAL INJURY

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his/her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon, may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds if any, shall belong to the Club.
2. No person shall remove from the Club's premises any property or furniture belonging to the Club without proper written authorization. Every member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, any immediate family member or any guest. The cost of such damage shall be charged to the responsible member's 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 the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his/her own risk. The member, his/her family members and guests shall hold Peninsula Yacht Club Holdings LLC, Peninsula Yacht Club LLC, the Peninsula Yacht Club and their affiliates, directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him/her, resulting therefrom and/or from any act or omission, whether due to negligence or otherwise, of Peninsula Yacht Club Holdings LLC, Peninsula Yacht Club LLC, the Peninsula Yacht Club directors, officers, employees, affiliates, representatives or agents. Any member shall have, owe and perform the same obligation to the Peninsula Yacht Club Holdings LLC, Peninsula Yacht Club LLC, the Peninsula Yacht Club and their affiliates, directors, officers, employees, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.
4. Should any party bound by these Rules and Regulations bring suit against the Club or its affiliates or their respective directors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against the Club, its affiliates or their respective directors, officers, employees, representatives or agents, said party shall be liable to the Club and its affiliates and their respective directors, officers, employees, representatives and agents for all costs and expenses incurred by it in the defense of such suit, including court costs and attorneys' and paraprofessionals' fees and expenses through all appellate proceedings.

RESIGNATION, SUSPENSION AND TERMINATION OF MEMBERSHIP

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. Notwithstanding any resignation, suspension or termination of membership, the member and his/her spouse shall remain liable for any amounts unpaid on the member's club account, membership dues and other fees associated with the resigned member's membership until six months after the effective date of membership resignation.

2. A membership may be suspended or terminated by the Club if, in the sole judgment of the Club, the member:

- a. submits false information of the Application for Membership or for guest privileges;
- b. permits his/her membership card or club account to be used by anyone other than the designated holder;
- c. exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined to not be in the best interest of The Peninsula Yacht Club or its members;
- d. fails to pay any amount owed to the Club in a proper and timely manner;
- e. fails to abide by the Rules and Regulations of the Club;
- f. treats the personnel or employees of the Club in an unreasonable or abusive manner;
- g. is convicted of a felony or other crime involving moral turpitude; or
- h. engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of The Peninsula Yacht Club or its members.

The Club shall not discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

3. Any such member shall be notified of such proposed action and shall, except for delinquency in payment of a member's account as discussed below, be given an opportunity to be heard by the Club to show cause why he/she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for such hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club.

4. If a member's account is delinquent by ninety days or more, the Club may, at its option, take whatever action it deems necessary to effect collection, including suspension or other disciplinary action or legal action. The member shall be liable for any attorneys' and paraprofessionals' fees and expenses (including such fees and expenses required in connection with appeal proceedings) incurred in connection with the collection of such delinquent account(s).

5. The Club may at any time and from time to time restrict or suspend, for cause or causes described in the preceding paragraphs, any member's rights to use any or all of the Club Facilities. No member may on account of any restriction or suspension be entitled to any refund of any membership fee, 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.

MAILING ADDRESSES

Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his/her mailing address and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Club. 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.

The Club must be notified in writing 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 Rules and Regulations.

GRATUITIES

For the convenience of all members, a gratuity percentage, as determined from time to time by the Club, will be added to all food and beverage sales. No additional gratuity will be accepted.

GENERAL MARINA RULES

1. All members and vessel operators shall comply with all applicable federal and state laws and local rules and regulations pertaining to the operation and maintenance of vessels.
2. All members and other vessel operators desiring to dock vessels or obtain services at the Marina Facilities (the "Marina") must register with the Dockmaster. When a vessel enters the Marina, it immediately comes under the jurisdiction of the Dockmaster. All members shall comply with the rules established by the Club for use of the Marina from time to time (the "Marina Rules"). The Club and the Dockmaster shall have the right, but shall not be required, to remove any vessel from the Marina which fails to comply with the Marina Rules. Violation of any of these rules, or any misconduct or immoral or offensive behavior by any member or such member's guests or invitees, which might injure a person, cause damage to property, be considered in bad taste by the Dockmaster or cause harm to the reputation of the Club, shall entitle the Club to exercise any remedy available at law or in equity and shall be a cause for immediate removal of the vessel and the person(s) in question from the Marina. An order of the Dockmaster shall be deemed sufficient reason to deny future requests for dockage.
3. All vessels docked at the Marina on a long-term basis must be registered in the name of the member. A copy of the vessel registration certificate must be submitted to the Dockmaster. Corporate owners of vessels must submit corporate officer information, if requested.
4. All Yacht Members must maintain insurance at all times for their vessels with the policies having the types and amounts of coverage satisfactory to the Club. Copies of all such policies must be submitted upon request to the Dockmaster at the beginning of each membership year.
5. Fueling of vessels in the Marina is prohibited, except at the fuel dock.
6. Members and other vessel operators shall adhere to all speed regulations when operating a vessel within the Marina and Marina waters. Vessels operating during the nighttime in the Marina shall be properly equipped with navigational lights and shall be operated in accordance with all applicable provisions of federal and state maritime operating procedures. **NO VESSELS SHALL BE OPERATED IN THE MARINA SO AS TO CREATE A WAKE, AND UNDER NO CIRCUMSTANCES SHALL A VESSEL BE OPERATED IN EXCESS OF THE ESTABLISHED SPEED LIMIT AND/OR SPEED LIMIT FOR SAFE OPERATION, WHICHEVER IS SLOWER**
7. Only acceptable vessels, in good condition and under their own power, shall be permitted in the Marina at any time. All vessels must comply with federal and state safety and equipment standards. No marina slip may be occupied by a vessel until such vessel has been approved by the Dockmaster. The minimum standards for such approval shall be the compliance of the Marina Rules with requirements of these Rules and with any other rules adopted by the Club from time to time.
8. If a vessel has an appurtenance such as a diving platform or bowsprit which is affixed to or part of the vessel and the length of the appurtenance added to the length of the vessel creates an encroachment of the vessel beyond the vessel's marina slip, the following rules apply: (i) the appurtenance may not encroach over any other marina slip, the dock, or the pier; (ii) the vessel must be moored stern first in the marina slip if the appurtenance is affixed to or part of the bow of the vessel; and (iii) the encroachment of the appurtenance cannot interfere with navigation in Marina waters. The Dockmaster has sole authority to determine whether or not the encroachment of the vessel violates one of the above conditions.

9. Members are solely responsible for the proper mooring of their vessels and are required to maintain mooring lines in good condition and of sufficient strength to secure their vessels at all times. Any special mooring rules or procedures issued by the Club shall be complied with at all times. In the event of adverse weather conditions, members shall be responsible for following all safety precautions that may be issued or recommended by the Club or any other applicable agency. Members shall also take all necessary precautions for the safety of their vessels. Members shall be solely responsible for any damage to their vessels or the Marina docks, pilings and hardware. Monthly slip inspections may be conducted to discover any damage to the docks and members will be charged for damage caused by their vessel(s). Members may be required to relocate their vessels in the Marina, if necessary, to avoid damage to the vessel, Marina docks, pilings or hardware, or if directed by the Club or the Dockmaster. If so directed by the Club or Dockmaster, immediate compliance is required.

10. Members shall maintain their vessels in seaworthy condition with due regard to fire and safety hazards and shall be responsible for pumping their vessels when necessary. Vessels showing unusual leakage must be repaired or removed from the Marina. It is the responsibility of the owner of any vessel showing unusual leakage to report the hazard immediately to the Dockmaster. Should any vessel sink in the Marina, it shall be the responsibility of the member to remove the vessel from the Marina within twenty-four hours without cost, expense or damage to the Club or any facilities at the Marina. In the event such sunken vessel is not removed as provided herein, the vessel shall be removed by the Dockmaster at the member's sole cost and expense.

11. From time to time, the Club or the Dockmaster may require any vessel to relocate to another slip in the Marina or off the Marina premises for purposes of maintenance or repairs to the Marina. The Club will provide adequate facilities for the vessel while repairs are in progress for such time as the Club or the Dockmaster deems it to be necessary. The extent of repairs or maintenance permitted to be performed at the Marina and the Club shall be at the sole discretion of the Dockmaster.

12. The Dockmaster and General Manager are responsible for directing and supervising employees at the Marina. Employees of the Club are not to perform or be requested to perform personal services for members while on duty. In the event any Club employee does perform such services for a member, regardless of when they are performed, such employee shall be deemed to be outside the scope of his/her employment by the Club and the Club shall not be responsible in any manner for such employee's tortious acts, injuries and/or remuneration. The employee who performs such services is also subject to review for retention of his or her employment with the Club.

13. The sidewalks, marina slips, docks, piers, catwalks, parking areas, entrances and like portions of the Marina shall not be obstructed from ingress or egress to and from the Marina or any Marina slip. Permanent objects are not permitted on the sidewalks, marina slips, docks, piers, catwalks, parking areas, entrances and like portions of the Marina. Temporary use of carts, tables, maritime equipment or other objects shall be permitted but shall not be stored anywhere on or about the Marina. Failure to immediately correct any such situation shall result in confiscation of equipment, fines, and may result in removal of the vessel from the Marina.

14. No permanent alterations or appendages can be made to any slip or dock without prior approval of the Dockmaster. Management reserves the right to remove alternations and appendages when deemed necessary.

15. Refuse, trash and/or garbage shall not be thrown overboard. Garbage shall be deposited in cans supplied for that purpose. Engine oils, filters, spirits, combustible liquids, etc., must be disposed of in the proper and approved manner. Failure to properly dispose of these items will be reported to the appropriate federal authorities for prosecution under applicable environmental laws. In addition, the

member will be responsible for all clean-up costs and is subject to permanent removal of his/her vessel from the Marina. No person shall discharge sewage, waste water, fuel, oil, spirits, inflammable liquids or oily bilge water into the Marina waters. No flammable, combustible or exposed fluids, chemicals or substances (other than fuel and oil in the vessel or in the vessel's engine system) shall be kept in any marina slip, vessel or in the Marina or the Club. However solvents and cleaning substances may be kept in dock storage boxes if stored in a safe manner and in accordance with all applicable fire codes and insurance requirements.

16. Privately owned grilles of any type are not permitted for use or storage on Club facilities at any time. All grills that are found on or near docks will be confiscated and removed from the premises without warning.

17. All automobiles or similar vehicles must be parked in areas designated by the Club or the Dockmaster.

18. Upon payment of all applicable fees, dockage may be available for use by Social Members or guests of members on a daily transient basis. All transients must check in with the Dockmaster.

19. No personal or privately owned motorized vehicle, bicycle, skateboard, cart or other wheeled vehicle shall be ridden, driven, stored or otherwise permitted on the piers, docks, sidewalks, bulkheads and other areas of the Marina which are not specifically designed or designated for such use.

20. Noise shall be kept at an appropriate level at all times. Members, guests and invitees shall use the utmost discretion in operating main engines, radios, televisions and/or other equipment so as not to create a nuisance or disturbance in the Marina. Any violation shall be reported to the Dockmaster who shall request correction of the violation. Failure to comply can result in suspension of membership.

21. The use of spotlights, floodlights and/or other lighting in such manner as to affect the safety and/or comfort of others is prohibited, except for lighting provided by the Club. No member shall permit lighting on or near his/her marina slip or vessel which adversely affects the lighting scheme at the Marina, including tower lights, speaker lights and all decorative vessel lighting.

22. Ample electrical current is provided by the Marina and no separate generator shall be used by any member to provide electrical power to the vessel while docked at the Marina. Electricity to the marina slips and all other utilities required by any vessel may be billed separately to the member as determined by the Club.

23. No swimming, diving or fishing is permitted in areas of the Marina. No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on any vessel, marina slip or Club property, except in an area specifically designated for such use by the Dockmaster

24. Laundry shall not be hung or spread to dry or air in public view from any vessel or marina slip.

25. No person shall be permitted to use a vessel as a primary residence or permanently reside on any vessel moored within the Marina. Persons are permitted to periodically remain on their vessel overnight. Over a 30 day period, no member may remain overnight on their vessel more than 15 nights. At the request of The Club members may be required to provide proof of residency.

26. Members are requested to record with the Dockmaster the current name(s), address (es) and telephone number(s) of person(s) to contact in the case of an emergency. In the event of an emergency during the member's absence, the Dockmaster shall be authorized to make any reasonable and necessary repairs. The cost of such repairs shall be charged to the member.

27. Pets shall be leashed and kept within the confines of the vessel and are only permitted if they do not disturb other members.

28. Children must be under the direct supervision and responsibility of their parents or legal guardians while at the Marina. Full compliance with these rules by children is required. All children under ten years of age must be accompanied by an adult when entering the Marina. Applicable rules, regulations and recommendations promulgated by government agencies applicable to children, including, without limitation, those requiring the use of personal flotation devices, shall be complied with at all times.

29. Each vessel must have sanitary equipment on board as is required by all applicable federal, state and local authorities. No vessel shall be deemed to be in compliance with this section if such equipment is not fully operational or if such equipment, such as a holding tank or approved marine sanitary system, is bypassed or altered contrary to such requirement. The Dockmaster shall have the right to board a vessel upon reasonable notice to inspect vessel for compliance with this section. Each member shall be responsible for pumping out and discharging all sewage contained in such holding tanks into the on-site sanitary sewer system/pump-out station, as often as necessary. In no event may a member discharge sewage or any other foreign substance into the waters of the Marina.

30. These rules shall apply to all members immediate family members and guests, even if not specifically stated in portions hereof. The Club shall be permitted, but not required, to grant relief to one or more members from specific rules upon written request therefor, and good cause as shown in the sole discretion of the Club.

31. No vessels may be cleaned or maintained in the Marina unless U.S. Coast Guard-accepted and environmentally approved solvents, additives or chemicals are used in such maintenance.

32. Members are responsible for the compliance with these Rules by their crew, guests, children, and invitees.

33. Members, and other vessel operators using the Manna or other Club Facilities, assume all risk of injury, loss or damage to themselves, their guests and invitees and to their vessel or its appurtenances or contents, including any loss or damage arising out of or due to adverse weather conditions. This responsibility includes damage to other vessels and damage to the Marina, its pilings, ladders, cleats, etc. The Club shall have no liability or responsibility therefor. The Club shall have the authority to impose a fine or penalty upon any member, his/her guests or invitees who cause any damage to the Marina Facilities and shall take all such reasonable actions including, but not limited to, imposing a maritime lien on such member's vessel. The Club shall not make any expressed or implied warranties or representations as to the condition of the docks, piers, gangways, wharfs or ramps and undertake no duty to advise members of any hazardous conditions requiring their attention. Neither the Company nor the Club shall be liable for any injury to persons or property occurring at the Marina or the Club, or for any theft of, or from, any vessel, regardless of whether or not the loss, damage or claim results from the Club's negligence. The Club shall not have any liability for the care or protection of any vessel, and each member and slip lessee agrees to indemnify and to hold harmless the Club against any such loss, damage or claim arising out of the member's, or such member's family members, guests or invitees, use of the Marina or the operation of a vessel at or around the Marina, whether or not the loss, damage or claim results from either the Club's negligence or from adverse weather conditions. The foregoing shall include the member's obligation to pay all attorney's and paraprofessionals' fees and costs actually incurred by the Club in connection with any matter covered by the foregoing, regardless of whether suit is brought or any appeal is taken therefrom.

34. Advertising or soliciting shall not be permitted on or from any vessel moored at the Marina, nor shall any "For Charter", "For Hire" or any other such signs be placed on any vessel at any time while moored at the Marina except for lettering, registration numbers, flags and other displays customarily found on recreational watercraft. The Club employees are authorized to remove all signs in violation of this rule.

35. The Club may permit local law enforcement or marine patrol watercraft to be docked in any portions of the Marina designated for such use by the Club.

36. Sailboat owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the Dockmaster shall be authorized to tie off halyards and charge the member a nominal fee established from time to time.

37. No illegal activity shall be conducted, or drugs or other contraband used or stored on the premises of the Marina or on a vessel moored at the Marina at any time.

38. No drilling, mining, manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any marina slip or any part thereof, subject to the Club's right to lease marina slips.

39. Charter boats and boats for hire are not allowed to use The Peninsula Yacht Club, the Marina or its grounds for the use of private business without prior written approval of the Club. If a boat is deemed to operate charters, the vessel may be removed from the marina at the discretion of the club.

40. All members are responsible for compliance with these rules and regulations and are also responsible for compliance by their crew, guests, immediate family members and other invitees.

POOL RULES

1. Regular operating hours for the pool will be posted by the Club and may be changed from time to time.
2. All users must present membership cards and register upon entering the pool area. Members and designees must also register their guests.
3. Use of the pool facilities is available only during those times when the pool is open. Anyone entering the pool area after closing will be trespassing and subject to arrest.
4. Use of the pool facilities shall be at the swimmer's own risk at all times.
5. The Pool Staff has full authority to enforce all swimming rules and any infractions will be reported to the General Manager. Persons who violate the pool rules or engage in inappropriate conduct in the pool area will be asked to leave the pool area.
6. Playing is not permitted in lap swimming zones. The last ten minutes of each hour may be designated as "adult swim." Adult swim is for individuals eighteen years of age and older. Children under four may accompany parents in the pool during adult swim times.
7. The Club is not responsible for any accidents resulting from the use of the pool or for the loss or theft of bathing suits, articles of clothing or other personal possessions.
8. Diving is not permitted in any area of the pool.
9. The Club may limit the number of guests a member and designee may bring to the pool and the number of times a particular individual may use the pool facilities as a guest from time to time. Guests must be accompanied by the sponsoring member and designee at all times. A guest fee will be charged for each guest. Failure to register a guest may result in a fine.
10. Children under twelve years of age are permitted in the pool area only if accompanied and supervised by an adult over eighteen years of age or if such child is taking swimming instructions.
11. Children wearing diapers must wear rubber pants under the suit while in the pool. A parent or other supervising adult must accompany the child at all times. Should a child have an accident in the pool, please report it to the Pool Staff immediately and the member or designee shall be responsible for all costs incurred in any necessary clean-up.
12. Showers are required prior to entering the pool to remove all suntan oils and lotions.
13. All swimmers must wear appropriate swimming attire. Cutoffs, street clothes or other inappropriate attire is not considered appropriate swimwear.
14. Foul or abusive language will not be tolerated and may result in suspension of use privileges.
15. Running, horseplay, ball playing and noisy or hazardous activity is not permitted in the pool area. Pushing, dunking and dangerous games are not permitted.
16. Radios may only be used with earphones.

17. Person leaving the pool area for over thirty minutes must relinquish lounges and chairs by removing all towels and other personal belongings. Saving of chairs for persons absent from the pool area is not permitted.
18. All persons using the pool furniture must cover the furniture with a towel during use.
19. Tire inner tubes are not permitted. Air mattresses and other flotation devices may be permitted in the discretion of the Pool Staff. U.S. Coast Guard approved life jackets are permitted at all times. Non-swimming children must be accompanied in the water by their parent or adult guardian. Small toys such as balls, water guns, rings, etc. may be permitted, depending on the number of persons in the pool and the manner in which the toys are used.
20. Persons with skin disorders or other maladies potentially harmful to others may not use the pool.
21. Glass objects, drinking glasses, sharp objects and coolers are not permitted in the pool area.
22. Pets, skateboards, water guns and bicycles are not permitted in the pool area.
23. All food and beverages, including alcoholic beverages, must be consumed only in designated sections of the pool area.
24. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels and all litter.
25. Parties using the pool facilities must be approved in advance by the General Manager.
26. All accidents, no matter how minor, must be reported to the Pool Staff immediately.