PARK HOUSE

DALLAS

## *Club Rules, Policies and Charter*

These Club Rules Policies and Charter of the Park House club ("Charter") govern the rights and responsibilities of all members ("Members") of Park House private membership club (the "Club") located at 100 Highland Park Village, Suite 300, Dallas, TX 75205 ("Premises"). This Charter may be amended periodically, as determined by Club Management acting on behalf of HP Club Partners, LLC (the "Company"), doing business as the Club, in its sole and absolute discretion and communicated to the Members by posting on the Club's Website at www.parkhouse.com.

### CLUB RULES AND POLICIES

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

1. **Purpose of Club**. Park House is a social club that features dining, cocktails, social interaction, special member programming and events, casual work-spaces and facilities for special events ("Special Events"). Our primary concern is the well-being of our Members and their ability to enjoy the Club and its Premises.

2. **Hours.** The Club hours will be posted on the Club's website and may be subject to change. The Club may be closed for a specified period or for public holidays, cleaning, or maintenance, or any other reason Club Management deems to justify temporary closure, with notice to Members whenever possible.

3. **Dress Code.** Park House encourages a smart dress code and relies on its Members to ensure their guests are appropriately dressed while visiting the Club:

   • Clean, fashionable sneakers are permitted when worn with appropriate attire.
   • Large graphic designs on the front or back of clothing are not permitted.
   • Small logos on the front left or right chest, or on the sleeve, are allowed.
   • Flip-flops (such as those worn to the beach), Birkenstock-style sandals (regardless of brand), and athletic slides are not permitted.
   • Jeans are permitted, provided they are clean and dressy.
   • Revealing clothing is not permitted.
   • Midriff and crop tops are not permitted at any time.
   • Clean athletic attire and athleisure (including sports shoes, workout clothing, leggings, and tennis attire) are only permitted during the day on Saturdays and Sundays until 6:00 PM.
   • Hats of any kind are not permitted in the dining areas. Baseball caps may only be worn in the lounge and patio areas until 6:00 PM.
   • Men's shorts are not permitted in the Club. A member communication will be sent after the Fall/ Winter weather once shorts are permitted again in the Summer months.
   • Women's cut-off jean shorts are not permitted at any time.
   • Medical scrubs are permitted prior to 6:00 PM.

   **Members or guests who are not sufficiently well-presented may be refused entry. All decisions regarding attire are at the sole discretion of Club Management..*

4. **Dining Reservations.** Reservations are strongly encouraged. Tables will be issued at the discretion of the restaurant manager. Only Members may make dining reservations. Reservations should not be canceled on

less than 24 hours' notice. Reservations may be forfeited if a Member is 15 minutes or more past the reserved time. There is no guest limit in the case of a dining reservation or a Member-sponsored private event reservation, depending on the space availability.

5. **Guests.** The rights of Members to invite guests to the Club are limited as stated in this Charter. Each Member may bring up to three guests into the Club. Additional guests may be permitted as part of a reservation at one of the Club restaurants or as part of a booked private event or as approved by Management in advance. On occasions, a circumstance may require limiting the number of guests, which shall be communicated to the Members. Members shall ensure that their guests are aware of the Club Policies stated in this Charter. Members are responsible for the conduct of their guests and for any unpaid Club charges of their guests. Guests must register with the Club receptionist upon arrival at the Premises. Members must be present with their guests at all times. A guest who is not a direct family member of a Park House Member is limited to [12] visits in a calendar year.

6. **Children.** Only Members' children, who are 18 years or older are permitted at the Premises and only when accompanied by their parent Member. Members are responsible for the behavior of their children. Children of Members shall be deemed guests. Persons under the age of 18 years will not be permitted into the Club, except as follows: (a) by prior arrangement with the Club Management, accompanied children may be permitted to attend previously arranged Special Events; or (b) when accompanied by their Member parent, during the designated periods (Saturdays & Sundays until 2pm, Tuesday after 5pm for Family Dinner) and or special club events. Children are not permitted to attend private events with the exception of the designated periods mentioned above and or special club events.

7. **Hosting Events**. Members may host Special Events in designated areas of the Premises, working with the Club's special events manager to arrange dates, times, food, beverage and other aspects of the event. Hosting Members shall comply with all terms and conditions of the Special Event agreement with the Club, which shall be in addition to the terms and conditions of this Charter. From time to time, the Club or selected portions of the Club may be designated as private event spaces. Notice shall be given to Members regarding use of the entire Club for a private event booking.

8. **Transactions.** Payment may be made by cash, credit card or house account and shall be settled at the time of purchase. An automatic gratuity may be added to all food and beverage service. The Club reserves the right to implement a credit or debit card billing system such that all dues, fees and charges are billed to each member's approved credit or debit card. In the event the Club implements such a system, it will give notice to such effect to the members. Each member must then furnish the Club with an approved credit or debit card to which the member authorizes the Club to charge dues, fees and charges. Please note - All credit card charges for membership dues will incur a 2.9% convenience fee. *In the event of an ACH return, a fee of $30 will be assessed.

9. **Philosophy Regarding Club Staff.** We have carefully selected an experienced, high quality team of employees at the Club. Their primary focus is the comfort and the positive experience of our Members. We expect our Members to treat Club staff with appropriate respect and dignity. If a Member or guest has an issue with any employee of the Club, the matter shall be addressed directly to the General Manager. A Member may at no time employ a Club Staff Member without prior written permission of Club Management.

10. **Alcohol Policy.** While alcoholic beverages are served throughout the Club and are a part of the membership experience, we expect all Members to moderate their usage and refrain from disruptive behavior as a result of their consumption of alcoholic beverages. We reserve the right to refuse to serve alcoholic beverage to any Members or guests who appear to be intoxicated. Alcoholic beverage service at the Club will comply with all federal, state and local laws, rules and regulations, including minimum drinking age laws. No food or beverage may be brought in or removed from the premises without the express approval of Club Management.

11. **Non-Smoking Premises.** Smoking or vaping is not permitted inside the Premises. Members and guests wishing to smoke cigarettes or cigars must restrict such activities to areas designated by Club Management.

12. **Non-Solicitation**. We will not allow solicitation of Members for business opportunities, for fundraising, to join other organizations, or to promote religious or political causes, nor will we allow the distribution of unsolicited marketing materials to Members or the posting of any notices or advertisements not pre-approved by Club Management.

13. **Anti-Harassment Policy.** Sexual harassment or unwanted sexual advances toward members and/or staff of either sex or any other harassment based upon an individual's race, color, religion, sex, ancestry, national origin, age, disability, medical condition, sexual orientation, gender identity, or marital status will not be tolerated or or any other type of harassment will not be tolerated. Any Member who is disturbed by any of the conduct described above is urged to report such matters to Club Management (General Manager or Director of Membership and Communications), or to any Club Manager on duty.

14. **Illegal Drugs.** Illegal drugs are not permitted on the Premises at any time. Any Member found guilty of consuming or bringing illegal drugs onto the Premises, or whose guest is found engaging in such acts, will be ejected from the Premises, will be reported to the police and may have their membership terminated.

15. **Gaming.** No betting, wagering, or gaming shall take place on the Premises other than for nominal stakes.

16. **Pets.** No animals are allowed in the Premises, except for dogs trained to do work or perform tasks for an individual with a disability as a service animal as required by law.

17. **Neighbors**. In consideration of our neighbors, Members are required to leave the Premises quietly at all times and to ensure the quiet departure of their guests.

18. **Coats and Luggage.** All luggage and large bags must be left in the Cloakroom. The Club is not liable for any items left at the Club.

19. **Reciprocal Arrangements.** The Club may enter into reciprocal arrangements with other clubs or organizations on such terms as it shall decide in its sole and absolute from time to time and any such arrangements may be terminated or modified by the Club at any time. Such reciprocal arrangements will be communicated to Members.

20. **Interpretation.** Club Management shall be the sole authority as to the interpretation of this Charter.

21. **Assume All Risk**s. Each Member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. Any Member, guest or other person who, in any manner, makes use of or accepts the use of facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk and assume all risks associated with accessing the Club facilities and the facilities of any participating reciprocal clubs, including, but not limited to, dining and event rooms, amenities, outdoor areas and grounds. The Member and his or her guests shall hold the Company, any manager of the Club Facilities, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's advisory committee (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any Member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest.

22. **Dispute Resolution.** Except with respect to the disciplinary proceedings as specifically provided in the Member Conduct Section of this Charter, each and every dispute, claim or other matter of disagreement between and among the Club, its officers, directors, affiliates and any Club Member or applicant for membership relating to or arising out of the Charter or any transaction contemplated by the Charter shall only be decided by mediation, and if necessary, arbitration in accordance with the commercial arbitration rules of the American Arbitration Association then in force, and no right shall exist to have any such

dispute litigated in a court or by jury trial; provided, however, that the Club shall have the right to collect, through a court proceeding, any Club account or other amount owing as a result of the members' loss or destruction of the Club's property or injury caused to any party. Both the Club and Member acknowledge and agree that claims and counterclaims shall only be alleged on an individual basis and shall not be joined with additional claimants, other than family members, or as part of a class or group action or proceeding. Mediation shall be held in Dallas County, Texas and the fees and expenses of the mediators (or such single mediator) shall be borne equally.

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

## PRIVACY POLICY

1. **Mobile Phone Usage.** Mobile phone etiquette is extremely important to our Members. In the interest of respect of our Members' dining experience, mobile phone usage in the Main Dining Room is not permitted. The Club has provided locations for you to take that call in privacy.

2. **Permitted use of Devices.** Texting and the quiet use of apps on mobile phones are permitted in all areas of the Club at all times (except apps with voice or sound effects that may disturb other Members or guests). Computers and other non-telephone devices (such as tablets) may be used during the day in all areas except the Main Dining Room, but must be put away by 6:00 pm, when Club social activity becomes our focus.

3. **Cameras and Video Recording Devices.** To protect our Member's privacy, the Club has a no-photo policy on the Premises. No cameras or video recording devices may be used by Members or guests while at the Club. However, we have created a fun, dedicated photo booth for our Members to take personal photos.

4. **News Media and Social Media.** Except with respect to Special Events as noted below, the Club has a strict no-press policy for Members. Members will be held accountable if they disclose or identify any other Members or guests, who visit the Club to any media written communication, radio, television or online news media. This also includes social media platforms such as Facebook, Instagram, Twitter, LinkedIn, Snapchat, YouTube, Vimeo and on personal blogs. For clarification, this means no posting club-oriented images on social media.

5. **Guest Adherence to Policies.** Each Member is responsible for ensuring that his or her guests are aware of this Privacy Policy and comply with all other Member rules and policies.

6. **Special Events.** Each special event host ("Host"), with the approval of the Club's Event Manager in charge of the Special Event, will have discretion to determine the privacy policies applicable within the confines of the Special Event venue. Members and guests attending a Special Event must receive Club Management permission before recording, photographing, videotaping, publicizing, mentioning the Special Event in news media (live, print, or digital), social media, and otherwise publicly identifying or describing the Special Event, the Host, or its attendees.

7. **Consent to use Likeliness.** From time-to-time, Club-appointed Staff and Photographers/Videographers may be capturing photographically key events. Should you prefer to remain anonymous, please let the Manager on duty know and please position yourself away from the camera. We will do everything we can

to respect your privacy and to accommodate your concerns. Park House has the right to film, video or photograph member events and/or activities for use in our membership programming, promotions, public relations, and any other commercial/business purposes.

**MEMBERSHIP**

1. **Membership Admission.** Prospective Members may become eligible to be invited for Club membership by completing the membership candidate materials. The Club's Membership Committee, which shall be appointed by Club Management, will review each prospective Member, including credit and background checks as well as reference checks to verify that the prospective Member satisfies the criteria established by Club Management from time-to- time. However, no individual shall be discriminated against by reason of race, color, religion, sex, ancestry, national origin, age, disability, medical condition, sexual orientation, gender identity, or marital status. Prospective Members must complete a prospective member information statement, provide letters of reference, if requested, and participate in interviews, as requested by the Membership Committee. Member information statements and membership agreements, interview notes, and all discussions and proceedings of the Membership Committee shall be confidential and not subject to review by anyone other than Club Management. Membership is for one individual only and does not include a Member's spouse, significant other or family members, which may be able to visit the Club accompanied by the Member.

2. **Membership Duration.** Memberships are non-transferrable, including by cause of death, although a pro rata portion of annual dues (but not the Initiation Fee) may be refunded to a deceased Member's estate. So long as a Member pays annual dues and all charges incurred at the Club, the Membership may be renewed at the sole and absolute discretion of Club Management on an annual basis. If a Member elects to withdraw from the Club due to financial necessity or relocation outside of the Dallas area, as confirmed by Club Management, the departing Member shall pay all outstanding charges incurred at the Club, and shall be entitled to a pro rata refund of annual dues, but the Initiation Fee shall not be refundable. Initiiation Fee must resubmitted if interested in joining again.

3. **Membership Conduct.** A Member may be subject to discipline at anytime at the Club's sole and absolute discretion or for conduct violating provisions of this Charter, engaging in any illegal conduct at the Premises, for committing vandalism at the premises, engaging in altercations, or unreasonably disturbing other Members, guests, PH Staff or neighbors of Highland Park Village. Any Member whose conduct or whose guest's conduct (whether or not at the Club Facilities or directly related to the Club) shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the Membership suspended or terminated by the Club. Any Member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such Member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the Club reserves the right to suspend a Member's privileges at the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a Membership and/or, after notice, terminate a Membership for failure to pay in a proper and timely manner annual dues, fees or any other amounts owed to the Club. A Member whose Membership is revoked shall not be entitled to any refund of annual dues or the Initiation Fee.

4. **Membership Levels.** There are currently five levels of Membership at the Club, as follows:

    - ***Founding Members***. Founding Members are a select group of initial Members. Benefits include a lifetime membership and the right to nominate up to ten prospective Resident and ten Junior Members for membership consideration, subject to final approval from the Membership Committee and Club Management. Founding Members will have full access to the Premise and all the privileges of membership delineated in this Charter.

    - ***Resident Members***. Resident Members are members older than 30 years of age and will have full access to the Premise and all the privileges of membership delineated in this Charter. Resident

Members may nominate two prospective Resident and two Junior Members for membership consideration, subject to final approval from the Membership Committee and Club Management. The annual dues payable by Resident Members are established by Club Management and subject to change at any time.

- ***Non-Resident Members***. Non-Resident Membership is open to applicant, whose permanent and primary residence is more than 100 miles from the Club. Non- Resident Members will have full access to the Premise and all the privileges of membership delineated in this Charter. Non-Resident Members may nominate two prospective Resident and two Junior Members for membership consideration, subject to final approval from the Membership Committee and Club Management. Non-Resident Members are required to notify Park House management if their residence status changes. The Club defines a Primary Residence as an individual's legal residence for income tax purposes. The annual dues payable by Non-Resident Members are established by Club Management and subject to change at any time.

- ***Junior Members.*** Junior Membership is open to applicants at least 23 and up to 30 years of age and will have full access to the Premise and all the privileges of membership delineated in this Charter. Junior Members may nominate two prospective Resident and two Junior Members for membership consideration, subject to final approval from the Membership Committee and Club Management. The annual dues payable by Junior Members are established by Club Management and subject to change at any time.

- ***Community Partner.*** Individuals who have been invited to enjoy a complimentary or reduced fees that grants a limited membership at the Club in order to enhance the cultural experience and diversity of our Members.

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