



The River Club at the Venetian Golf and River Club

RULES AND REGULATIONS

Purpose: The Venetian Community Development District (VCDD), as River Club Owner herein establishes the following Rules and Regulations to:

- Help ensure the quality of membership in the River Club, and
- Promote the enjoyment and safety for all users of the River Club Facilities.

The VCDD may modify these Rules and Regulations from time to time, subject to the procedures for rule making for government entities as required by Florida Statutes.

Definitions:

1. “River Club” means the River Club Property together with the River Club Facilities and the services provided.
2. “River Club Owner” means the owner of the River Club Property, currently the Venetian Community Development District, which was established in 2002 pursuant to Florida Statute Chapter 190 and is governed by a five-member Board of Supervisors elected by registered voters within the District.
3. “River Club Property” means the real property designated in a parcel of land lying and being in Section 26, Township 38 South, Range 19 East, Sarasota County, Florida upon which the River Club Facilities shall exist. Unless specifically provided otherwise or the context requires the meaning of River Club Property to mean only the unimproved land, the River Club Property shall be deemed to include all River Club Facilities constructed thereon which constitute the River Club.
4. “River Club Facilities” means the facilities, improvements, and personal property comprising the River Club. The River Club Facilities consist of certain recreational amenities plus related facilities such as parking and operational support, together with such other buildings, amenities, facilities, furnishings, fixtures, equipment and personal property as the River Club Owner determines in its sole discretion to include for use by River Club users from time to time. The River Club Facilities are subject to change at any time.

5. "River Club Manager" means the entity that the River Club Owner appoints and employs as its exclusive agent to direct, supervise, and control the operations and maintenance of the River Club Property and Facilities.
6. "Resident Member" means (a) the homeowner of a residential property at the Venetian Golf and River Club, (b) the spouse of the homeowner, and (c) all unmarried children 22 years of age or younger of either the homeowner or the homeowner's spouse. If a homeowner is unmarried, the homeowner may designate one other person who is living with such homeowner in the home in addition to children of the homeowner as an additional adult Resident Member. Children of such additional adult Resident Member shall also be deemed Resident Members. No unmarried child or other person shall qualify as a Resident Member unless such person is living with the homeowner within the home. Notwithstanding the foregoing, in no event shall a home have more than six (6) Resident Members, but only four (4) Resident Members shall be permitted pursuant to payment of the River Club Assessments (meaning that additional fees would be required to be paid for the additional two (2) Resident Members).
7. "Non-Resident Members" means those entities/individuals who do not own property within the Venetian Golf and River Club and are not Household or Day Guests or Renters / Lessees, but wish to use the River Club facilities and related amenities for a fee. Non-Resident Members will include (a) the entity/individual, (b) the spouse of the individual, and (c) all unmarried children twenty-two (22) years of age or younger of either the individual or the individual's spouse. If an individual is unmarried, the individual may designate one other person who is living with such individual in the home in addition to children of the individual as an additional adult Non-Resident Member. Children of such additional adult Non-Resident Member shall also be deemed Non-Resident Members. No unmarried child or other person shall qualify as a Non-Resident Member unless such person is living with the individual within the home. Notwithstanding the foregoing, in no event shall a home have more than six (6) Non-Resident Members, but only four (4) Non-Resident Members shall be permitted pursuant to payment of the Non-Resident Membership Fee (meaning that additional fees would be required to be paid for the additional two (2) Non-Resident Members).

General Rules:

1. The River Club Owner will establish and have published hours of operation of the River Club Facilities, including those times when the River Club Facilities are closed for scheduled maintenance and repairs. The River Club Manager will maintain a "Calendar of Events" that will show the hours of operations, scheduled activities of the various amenities, and closings for special events. Resident and Non-Resident Members may be granted access to the River Club Facilities for use of certain amenities outside of normal hours of operation upon request to the River Club Manager.
2. Use of all tobacco products of any type, including but not limited to smokeless tobacco, e-cigarettes or similar devices, is not permitted at the River Club except in designated areas.

3. Pets of any kind, with the exception of service animals, are not permitted in the River Club Facilities. Where dogs are permitted on the River Club Property, they must be kept on a leash at all times. (Nature walk is not part of River Club Property)
4. Unauthorized individuals are not allowed in any service areas within the River Club Facilities or the River Club Property.
5. Except as permitted by the River Club Owner, no commercial advertisements shall be posted or circulated on the River Club Property, or in the River Club Facilities, nor shall solicitations of any kind be made at the River Club. Further, no petition shall be originated, solicited, circulated, or posted on the River Club Property or River Club Facilities, without the specific approval of the River Club Owner.
6. All River Club Manager personnel are under the supervision of the River Club Manager and no person using the River Club Facilities shall reprimand or attempt to discipline any such personnel for any reason, nor should any person using the River Club Facilities verbally or otherwise abuse any such personnel. Any River Club Manager personnel not rendering prompt and courteous service should be reported to the River Club Manager immediately.
7. River Club Manager personnel are not permitted to provide services, other than those normally provided as part of their official duties, to any River Club Members, Renters / Lessees, Guests, or others permitted to use the River Club while on River Club Property without the expressed written consent of the General Manager.
8. All complaints or suggestions for improvement concerning the operations and maintenance of the River Club that are not addressed in a satisfactory manner or in a reasonable timeframe by the River Club Manager, or other feedback on River Club matters are to be directed to the River Club Owner. Such complaints or suggestions must be made in writing or e-mail by the person making it. All complaints and suggestions will be answered in writing or e-mail by the River Club Owner.
9. The River Club Manager shall have full authority to enforce these Rules and Regulations, including taking disciplinary actions against violators in accordance with the ***River Club Declaration for the Venetian Golf and River Club*** (River Club Declarations), subject to appeal to the River Club Owner.

Member Identification and Member Accounts:

1. A Member identification card and a user identification badge (or other mechanism) shall be established for every Resident Member and Non-Resident Member of the River Club. The Member identification card will include a River Club account number that will be used to track fees and charges made to the Member's account. This Member identification card must be presented upon request and is non-transferable. The Member identification card may not be used by any person other than the person to whom it is issued. The Member's user identification badge must be carried when a Member uses the River Club Facilities.

2. All food, beverage, merchandise, and services of the River Club charged to a River Club account shall be billed monthly by the 5th of each month and each account shall be due and payable by one of the payment options below on the 15th of each month. River Club accounts shall be considered delinquent if not paid within thirty (30) days after the date of the monthly statement. Member payment options are as follows:

ACH withdraw – To enroll in this system you must come into the administrative office and fill out an ACH authorization form. Once enrolled, you will receive your Club statements by email and will have until the 14th of each month to review your bill. If the Club does not hear from you regarding your statement, your payment will automatically be withdrawn from the financial institution you have directed us to withdraw your payment from.

Credit Card on file – Complete an authorization form for us to charge your credit card account each month. As with the ACH payment option, you will have until the 14th of each month review your statement. If the Club does not hear from you regarding your bill your payment will automatically be charged to the credit card the Club has on file.

All banking information collected by the Club is encrypted and kept on a secure third-party server.

The Club does not accept cash as a form of payment but will accept a credit card at the time of service.

3. Delinquent accounts will be subject to a one-time late fee and shall accrue interest monthly at the lesser of eighteen percent (18%) per year or the maximum rate permitted by applicable usury law, from the date of the statement until paid in full. The River Club Owner shall also be entitled to perfect such unpaid balances and foreclose the lien therefore for Resident Members as described in the River Club Declarations.
4. In the event a Member's account remains unpaid for a period of sixty (60) days after the date of the monthly statement or the Member is repeatedly delinquent in payment, the River Club Owner may limit the charge amount of a Member, or suspend the Member's charge and / or user privileges in total.
5. For delinquent accounts, the River Club Owner may, at its option, take whatever action it deems necessary to effect collection. If the River Club Owner commences any legal action to collect any amount owed by a Member, or to enforce any other liability of the Member to the River Club, and if judgment is obtained by the River Club Owner, the Member shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees, including fees required in connection with appellate and / or bankruptcy proceedings.

6. The River Club Owner may for any or no reason require any and all Members to post a security deposit, in the amount determined by the River Club Owner, to cover Members' River Club Charges.
7. The River Club Manager may require Members to present their Member identification card at the point of sale for all transactions. Members are entitled to sale receipts at the point of sale; and all sales receipts are available to be viewed online when logged into your member account.
8. The River Club Manager must be notified in writing immediately of lost or stolen Member identification card, and upon receipt of such notification, the Member's account will be suspended. The Member shall be responsible for all charges placed on the account until written notification of user identification loss has been received by the River Club Manager. A replacement fee may be charged for lost or stolen Member identification cards or Member user identification badges.
9. Each River Club Member shall be responsible for providing the River Club Manager with their mailing address, and any changes thereto, to which the Member wishes all notices, invoices, and monthly statement sent. A Member shall be deemed to have received mailing from the River Club ten (10) days after the mailing has been mailed to the address on file with the River Club Manager.

Rental (Lessee) Privileges:

1. Resident Members may designate a Renter of their home at the Venetian Golf and River Club as a "substitute" Resident Member of the River Club upon application and approval by the River Club Owner and payment of a Renter designation fee established, from time to time, by the River Club Owner. Upon approval of such application, the original Resident Member will no longer have Member privileges at the River Club for their specific property being rented until such time as the rental agreement is terminated, and then the Resident Member's privileges will be restored.

Approved Renters will be issued a temporary Member identification card, and corresponding temporary account number, and a user identification badge. Renters will be required to either sign up for ACH withdrawal or automatic credit card authorization to charge sales and services to their member account. Renters may also pay by credit card at the time of service. The Club does not accept cash as a form of payment.

2. Resident Members are required to provide the River Club Manager with a copy of their rental agreement signed by both the Resident Member and the Renter and noted "approved" by the Venetian Golf & River Club Property Owners Association, Inc., or their designated representative a minimum of 15 days prior to the issuance of temporary Member identification card and user identification badge. Should any changes be made to the rental agreement, the River Club Manager must be notified immediately. A Renter's River Club use privileges will terminate as of the expiration of the rental agreement.

Guests:

1. River Club Members may obtain Guest privileges from time to time at the sole discretion of the River Club Owner or its designee. Guests shall either be Household Guests, defined as those family members or others who are temporarily residing in the Member's home, or Day Guests, defined as those persons invited by a Member to use the River Club Facilities on any given day. Members are required to register their Guests in writing with the River Club Manager and obtain a Guest user identification. Guests will not be issued an account number and will have no account charging privileges. Any expenses for food, beverages, merchandise, and services incurred by the Guest will be the responsibility of the Member and may be charged to the Member's account. A replacement fee may be charged for lost or stolen Guest user identification badges.
2. The River Club Owner will establish from time to time a schedule of Guest fees for the various River Club Amenities. Members are responsible for payment of Guest fees upon registration of the Guests. Members are also responsible for the conduct of any Guest.
3. Guest privileges may be limited by the River Club Owner or its designee, from time to time, at their sole and absolute discretion. Notice of such limitation will be given by the River Club Owner or its designee.
4. The Resident Members must register and indicate the length of stay of all Household Guests. Household Guests are permitted to use the River Club Facilities unaccompanied by the Resident Member after they have been issued a Household Guest user identification badge. The maximum length of River Club usage by a Household Guest is twenty-one (21) consecutive days per year, and no more than forty-two (42) days in any twelve (12) month period. Members do not have to waive their Member privileges for the period of time Household Guests are in residence.
5. Day Guests must be registered on the day they will be a Guest at the River Club and will be issued a Day Guest user identification badge. Any individual Day Guests may not use the River Club Facilities more than a cumulative total of two (2) times per month between November 1 – April 30, and four (4) times between May 1 – October 31. Day Guests must be accompanied at all times by the Member while on the River Club Property or in the River Club Facility.
6. All Members may have Dining Guests, defined as those individuals using the River Club bar and dining area, without registration or issuance of a user identification badge, and without a Guest fee.

Children:

1. For safety and liability reasons, all children under fifteen (15) years of age are only permitted on the River Club Property or in the River Club Facilities if accompanied and supervised by an adult at least eighteen (18) years of age, except when participating in an organized program or activity sponsored and separately supervised, and with the permission of the River Club Owner or its designee for the program. Children under twelve (12) years of age are prohibited in the pool spa without adult supervision.

Services and Activities

1. The River Club Owner provides a variety of social, cultural and recreational events at the River Club Facilities. Activities will be publicized by the River Club Manager from time to time.
2. Reservations are required for most activities and are taken on a first-come, first-served basis by pre-registering with the River Club Manager. The River Club Owner reserves the right to provide priority reservation access to River Club Members or any other category of user at its sole and absolute discretion.
3. Cancellation of reservations after any published deadline for cancellation or failure to cancel a reservation may result in the Member being charged a cancellation fee, as determined by the River Club Owner from time to time. The River Club Owner reserves the right to cancel any event at its sole and absolute discretion.
4. The River Club Owner wishes to encourage the use of the River Club Facilities for private parties and functions, on any day or evening, provided such use does not interfere with the normal operation of the River Club Facilities, or with the services regularly available. Members and other parties wishing to use the River Club for private parties and functions are requested to make inquiries with River Club Manager for available dates and arrangements.
5. Private parties and functions are not permitted on the River Club Facilities unless prior approval is obtained from River Club Manager. A non-refundable security deposit may be required for any party or function. The individual sponsoring the private party shall be responsible for any damage caused by the installation or removal of décor or any other items specifically part of the party or function and shall be responsible for the removal for all such décor or item.

Loss or Destruction of Property or Instances of Personal Injury

1. All users (Members, Renters, Guests, and others), as a condition of use of the River Club Facilities assume sole responsibility for their personal property. The River Club Owner shall not be responsible for any loss or damage to any personal property used at the River Club Facilities, whether in lockers or elsewhere. All personal property left in the River Club Facilities or on River Club Property may be otherwise disposed of, and the proceeds, if any, shall belong to the River Club Owner.

2. No user shall remove from the room in which it is placed, or from the River Club Facilities, any property or furniture belonging to the River Club Owner without proper authorization.
3. Each user 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 user, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the River Club Owner, either on or off the River Club Facilities, shall do so at their own risk, and shall release and hold the River Club Owner and its directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by such person, resulting there from and/or from any act or omission of any director, officer, employee, representative or agent of the River Club Owner.
4. Any party bound by these Rules and Regulations bringing suit against the River Club Owner, its directors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the River Club failing to obtain judgment thereof, shall reimburse the River Club Owner, its directors, officers, employees, representatives and agents for all costs and expenses incurred by them in the defense of the suit (including court costs and attorneys' fees incident to appeals) and in establishing entitlement to and amounts of attorney fees and costs claimed due.

Dining Rules

1. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the River 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 Florida or sold for off-premise consumption. All alcoholic beverages consumed or otherwise possessed at the River Club Facilities must be sold by and served pursuant to the liquor license of the River Club.
2. River Club Manager personnel are not permitted to deliver food or liquor outside areas designated by the River Club Owner.
3. All food and beverage consumed on the River Club Facilities shall be furnished by or at the direction of the River Club Owner unless otherwise specified in these Rules and Regulations.
4. No performance by entertainers will be permitted at the River Club Facilities without the permission of the River Club Manager.

5. River Club Attire:

Members, Renters and their Guests are asked to dress in appropriate attire while dining at the River Club and should always present a clean, neat appearance. We ask that you read and adhere to the following dress codes. No frayed, torn, ripped or cut-off clothing will be allowed at any time in the Club. Members, Renters or their Guests who are improperly dressed will be asked to change or leave the dining area by the River Club management. All Dress Codes are subject to management discretion.

<u>Lunch Dress Code</u>	<u>Brunch & Dinner Dress Code</u>
No Swimwear	No Swimwear No Workout Attire No Undershirts No Graphic T-Shirts

6. A gratuity, as determined, from time to time, by the River Club Owner will be added to all food and beverage sales.

Tennis Rules

1. All tennis courts must be reserved in advance of play. Reservations may be made by accessing the Tennis Court Reservation System on the Venetian River Club website (Venetianriverclub.com), and clicking on Tennis, then Reserve Court, or by contacting the River Club Pro Shop. The names of all players, including Members, Renters, and Guests must be provided when reserving a court time. A player may only be listed on one court for a time-slot (i.e. 8:00-9:00 a.m.). Open courts not reserved are available on a first come first served basis.
2. At the end of the reserved period, players must promptly relinquish their court to the next reserving players. Once a player is off a court, the player may sign up for the next available court.
3. Playing on a court constitutes having that court reserved (i.e., Smith may not play on Jones' court at 9:00 am and have a court in his name at 10:30 am).
4. Tennis play is a maximum of 90 minutes per reservation.
5. Proper tennis attire, including appropriate tennis shoes and shirts, must be worn at all times. No open toe shoes, sandals, golf shoes, or swim suits are permitted.
6. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, profanity or crossing another player's court will not be permitted at any time. No food or beverages other than water or sports drinks are permitted in the tennis areas.
7. Ball machines may be used at the discretion of the River Club Manager, and can only be reserved one (1) day in advance for a maximum of one (1) hour by calling the River Club Pro Shop only.

8. Use of the tennis courts and facilities shall, at all times, be subject to the control of the River Club Manager who shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations or by reason of adverse weather conditions. The River Club Manager may also restrict courts and facilities during peak periods of play and tournaments.
9. The rules of tennis of the U.S.T.A. shall apply at all times, except when in conflict with local rules.
10. Pets of any kind, unless permitted by applicable law, are not permitted on the River Club Tennis facility.
11. The Tennis facility is a non-smoking area.

Fitness Area Rules

1. All users must register prior to using the Fitness Center equipment and participating in any fitness activities.
2. Horseplay, profanity, or disruptive conduct are strictly prohibited. No food or beverages other than water or sports drinks are permitted in any exercise areas.
3. After use, all persons are responsible for cleanup of area and wipe-down of equipment.
4. Usage of machines shall be limited to 30 minutes per machine per person if others are waiting.
5. Proper exercise attire, including athletic shoes and shirts, must be worn at all times. No open toe shoes, sandals, golf shoes, or swim suits are permitted.
6. Fitness instructors not approved by management are not permitted to use the fitness facilities as a place of business for fitness-related activities such as personal training.
7. All equipment must be used in a safe manner as intended by the manufacturer.
8. Baby strollers/carriers are not allowed in the fitness area.

Pool Rules

1. Use of the pool facilities is at the swimmer's own risk. There is no lifeguard on duty.
2. Showers are required prior to entering the pool to remove all suntan oils and lotions.

3. Glass objects, drinking glasses and sharp/breakable objects are not permitted in the pool area. **No outside alcoholic beverages are permitted in the pool area at any time.** Food and beverages may not be consumed while in the pools or spa or within four (4) feet of the pool or spa water perimeter.
4. All swimmers must wear proper swimming attire.
5. Children wearing diapers are not permitted in the pool, unless in pool approved diapers.
6. Running, horseplay, diving, or hazardous activity will not be permitted in the pool area, nor will loud or disruptive behavior be tolerated.
7. Large inter-tubes and air mattresses are prohibited in the pool area.
8. Saving of chairs for persons absent from the pool area is not permitted.
9. Use of the lap pool is limited to thirty (30) minutes while others are waiting. Lap pool swimmers and walkers are allowed to share the lanes equally.
10. Club-issued towels are not allowed in the pool area.

River Club Manager Personnel Use of the River Club

1. In general, River Club Manager personnel, defined to include River Club staff and independent contractors hired by the River Club Manager, may access and use the River Club Facilities but only in furtherance of their official duties, provided that such access and use shall not unreasonably interfere with the use and enjoyment of the River Club by River Club Members or their Guests. River Club Manager personnel shall not access or use River Club Facilities for their personal use. River Club Manager personnel shall not allow usage of the River Club by their family members nor will such personnel be permitted to bring guests to the River Club.
2. River Club Manager staff, while on duty, may be provided with gratuitous food and non-alcoholic beverages and will consume such food and beverage in areas designated by the River Club Manager. River Club Manager personnel cannot make personal dining reservations or use the River Club dining facilities for their personal use.
3. River Club Manager staff may purchase merchandise sold at the River Club for their personal use at cost plus ten (10) percent. This discount will apply only to merchandise that has been available for sale for thirty (30) days; otherwise, full retail price will be charged for such merchandise. River Club Manager personnel must make their purchases using cash or credit card; no River Club account number will be established for such personnel.