



The Beach Club at Charleston Harbor Resort
Pool Membership



Contact: Loyd Weston (843) 284-7065 lweston@charlestonharborresort.com

Offers included with your Membership:

- Unlimited access – year round- to our heated pool(s) with complimentary towel service and poolside cabanas when open.
- Food and Beverage service at the Tiki Bar or your private cabana
- Use of all Pool amenities including life-sized chess board, bocce ball court and fire pits
- Personal Concierge service(s) through the Beach Club
- Access/Preferred enrollment in Special Member events and seasonal recreational activities
- 10% discount at the Estuary Spa and special privileges
- 10% discount on all F&B in the Resorts outlets and preferred reservations status
- Access to the Mini Mariners children’s program subject to availability
- Exclusive invitations to resort hosted events like Party at the Point & Oyster Roasts. Complimentary admission to these events for registered pool members and their dependents.
- Access to book the Beach Club’s private event space (board room, private movie theatre, yachtclub) for member hosted events.

Application Fee: **\$175**

This covers processing of application, registration, creation/establishment of membership materials, and member key cards, etc.

Initiation Fee: **\$5,500**

Annual Membership Dues: **\$3,500**

Once an application for membership is accepted, the executed member contract needs to be returned in conjunction with the first month’s membership fee. The Membership will only cover the individuals in the member’s immediate house hold; all other guests will be considered extra guests.

A 5% discount (\$175.00) is available when you pay the annual membership in full by credit card, cash, or check. Otherwise, a \$291.66 fee will be charged in twelve (12) monthly installments. The annual membership dues of \$3,500 are subject to a 5% sales tax.

Membership Description

Memberships shall be limited to up to two (2) adults and all legal dependents of members residing in the same home that are under the age of 21, as of the first day of pool season (definition does not include those who are ages 21 and older). Acceptable proof of residency items include: driver’s license, original utility bill, personal check, etc. Additional members may not be added to the application after the initial registration is completed.

Extra Guest Policy and Procedures

This membership allows one guest in addition to registered members and dependents to the pool at any one time. This person may visit the pool an unlimited number of times ONLY when accompanied by a registered pool member.

This membership allows for up to four (4) guests per membership year on six (6) occasions during the year. There is no additional fee for these passes. However, a registered member will need an advance reservation and approval of the club membership for these allotted group guest passes. (Black out days may apply). A registered member must accompany guests at all times.

Private Cabanas Terms/Conditions

Cabanas are available for rent seven (7) days a week when The Pool Facilities are open. Seasonal rental fees apply. Reservations are required, and if canceled within 48 hours (except in the event of inclement weather), a cancellation fee of \$50 will be charged to your account.

Members can reserve a cabana seven (7) days prior to the requested reservation date. Advanced cabana rentals exclude school and bank holidays.

Cabanas include seating and a table as well as two exterior lounge chairs. Seasonal Tiki Bar poolside service is available.

Cancellations/Transfers

Membership is not transferrable. A member may cancel his or her subscription at the end of the membership term. If a member cancels before the end of the membership term, the member is still responsible for the balance of the annual fee according to the annual membership dates agreed in the original contract.

Renewal

For renewal the member has to provide the Club a 30 days written notice whether the membership will be renewed at the prevailing rates/ rules.

**All terms and conditions outlined herein subject to change without notice until execution of signed contract.*

Contact: Loyd Weston (843) 284-7065 lweston@charlestonharborresort.com



Pool Membership Agreement

This Membership Agreement (“Agreement”) between Charleston Harbor Resort & Marina (“The Pool”), and _____ (“Member”). Initial billing commitment commences on _____.

Purpose and Intent

Charleston Harbor Resort & Marina owns, operates and manages certain real property and facilities known as “The Pool,” located at 28 Patriots Point Road, Mount Pleasant, SC 29464. The facilities of The Pool presently consist of two (2) swimming pools, one (1) hot tub, and the Tiki Bar (collectively “The Pool Facilities”).

Member wishes to acquire, and Charleston Harbor Resort & Marina desires to grant to Member, a non-exclusive license to use all or a portion of the Pool Facilities as a member of the The Pool upon payment of such membership fees as The Pool operator may establish from time to time. Such License shall be subject to the terms and conditions set forth in this agreement, the Members Application for Membership (“Application”), the Membership Policies of Charleston Harbor Resort & Marina, as in effect from time to time (“Membership Policies”), and the Pool Rules and Regulations, as in effect from time to time (“Pool Rules”).

For and in consideration of Member’s payment to The Pool of a non-refundable initiation fee, and in further consideration of the mutual covenants set forth in this Agreement, The Pool hereby grants to Member, and Member hereby accepts from The Pool, membership on the following terms and conditions.

Class of Membership

The Pool hereby grants to Member a membership, constituting a license to use all or a portion of the Pool Facilities in accordance with the privileges of such class of membership as set forth in the membership policies.

Term of Membership

The membership shall commence on of the date set forth above and shall continue in effect until terminated. Pool Membership will automatically renew on annual anniversary date for twelve (12) month membership period. In order to cancel membership, a minimum of thirty (30) days written notice, prior to membership one year anniversary/renewal date, is required.

Pool Member Initials CHR&M Initials

Termination prior to the completion of the 12 month billing commitment may be requested if any of the following circumstances occur:

- Substantial physical disability, certified by a physician, which makes it permanently impossible for you to use the The Pool Facilities or services.
- Your permanent relocation to a residence over 50 miles distances from the The Pool, with documented paperwork.
- If a member were to become deceased.

Application Fee

There is a non-refundable application fee of \$175.00 due upon registration.

Membership Fee

Member acknowledges and agrees that the initiation fee for the membership is set forth below.

Membership Fees

One-time Initiation Fee: \$5,500.00

Annual Membership Fee: \$3,500.00 (Plus 5% Sales Tax)

Fees are Non-refundable and Non-transferable

Member understands that the membership is subject to payment of the initiation fee set forth above, periodic dues and such other fees and charges as The Pool may establish pursuant to the Membership Policies (collectively, "Membership Fees"), all of which are subject to change from time to time. Member agrees to be responsible for all charges incurred by Member's authorized users and guests in their use of the Pool Facilities.

Member agrees to pay all Membership Fees on or before the due date thereof. Member understands that delinquency in paying any amounts due may result in late charges, interest on the amount past due until paid at a rate determined by The Pool (not to exceed 18% per annum), suspension or termination of membership privileges, and expulsion from The Pool membership. Member further agrees that if Member is delinquent in paying any amounts due, The Pool shall be entitled to recover from Member late charges, interest and all costs and expenses which The Pool reasonably incurs in attempting to collect the past due amounts, including, without limitation, attorney's fees and court costs, whether or not suit is filed.

Receipt of Pool Documents

By execution below, Member acknowledges receipt of the Membership Policies and the Pool Rules and Regulations and agrees to be bound by and comply fully with the terms and

Pool Member Initials CHR&M Initials

provisions of such documents, as they may be amended, and to responsible for compliance by Member's family members and guests.

Membership Privileges to include the following:

- Unlimited access – year round- to our heated pools with complimentary towel service.
- Food and Beverage service at the Tiki Bar or your private cabana.
- Use of all of The Pool amenities including life-sized chess board, bocce ball court and fire pits.
- Personal Concierge service(s) through The Beach Club.
- Access/Preferred enrollment in special member events and seasonal recreational activities.
- 10% discount at the Estuary Spa.
- 10% discount on all Food and Beverage in the Charleston Harbor Resort and Marina restaurants.
- 10% discount at the Marina Store.
- Participation in the Mini Mariners children’s program subject to availability (registration/participation fees may apply).
- Exclusive invitations to resort hosted events like Party at the Point, Bazaar at the Point & Oyster Roasts. Complimentary admission to these events for registered Members.
- This membership allows one guest in addition to registered members and dependents to at any one time. This person may visit The Pool an unlimited number of times ONLY when accompanied by a registered Member.
- On six (6) occasions per year, members are allowed to bring up to four (4) guests to The Pool at the same time. There is no additional fee for these passes. A registered member will need an advance reservation and approval from The Pool management for these allotted group guest passes. A Member must accompany their guests during these occasions. (Black out days may apply).
- Cabanas are available for rent seven (7) days a week when The Pool Facilities are open. Seasonal rental fees apply. Reservations are required, and if canceled within 48 hours (except in the event of inclement weather), a cancelation fee of \$50 will be charged to your account. Members can reserve a cabana seven (7) days prior to the requested reservation date. (Advanced cabana rentals exclude school and bank holidays).

Assumption of Risk and Indemnification

In consideration of the membership and as a condition of using the The Pool Facilities, Member agrees to all risks associated with the use of the The Pool Facilities, and agrees to release and indemnify The Pool from and against any and all losses, expenses, Liens, claims, demands and causes of action of every kind and character for death, personal injury, property damage or any other liability, damages, fines or penalties, including, without limitation, costs, attorney's fees

and settlements, whether or not based on the acts or omissions of The Pool, resulting from, arising out of or in any way connected with the use of the The Pool Facilities by Member, Member's family members, guests, approved designees, and their family members and guests. As used in this paragraph, "The Pool" shall include The Pool, their respective directors, officers, shareholders, partners, members, agents, related companies, affiliates, predecessors, successors, assigns and employees, and all persons, corporations, partnerships and other entities with which they are or may in the future become affiliated. This paragraph shall survive the termination of this Agreement and Member's membership in the The Pool with respect to any property damage, personal injury or death occurring prior to such termination.

Member, as a condition of the membership, and each of Member's authorized users and guests, as a condition of invitation to use Pool Facilities, assumes sole responsibility for their personal property. Member acknowledges and understands that The Pool shall not be responsible for any loss or damage to any personal property which Member, Member's family members guests, approved designees, or their family members or guests may use or store on the The Pool premises, whether in lockers or elsewhere. Member also acknowledges and understands that Member shall be liable for any property damage or personal injury at the The Pool, or at any activity or function operated, organized, arranged or sponsored by the The Pool, which Member, Member's family members, guests, approved designees, or their family members or guests may cause. If Member arranges or sponsors any activity or function on the The Pool premises, Member shall be responsible for any such damage or injury even if such damage or injury was not caused by Member. Member agrees that The Pool may charge the cost of any such damage to The Pool Membership account.

No Vested Interest

Member acknowledges that in acquiring a membership, Member acquires only a non-exclusive license to use all or a portion of the The Pool Facilities, in accordance with this Agreement and the Membership Policies and in common with such other persons, including, without limitation. The general public, as The Pool may authorize from time to time. Member acknowledges that Member acquires no ownership or vested rights in or to the The Pool Facilities or The Pool, and does not have any right to participate in the management or control of The Pool or the The Pool Facilities.

Transfer and Assignment of Membership

Member acknowledges that the Membership conferred hereunder may not be pledged or assigned and is not transferable, unless and except as otherwise specifically set forth in the Membership Policies.

Miscellaneous

Member agrees to maintain a current email address and credit card on file with The Pool.

Member acknowledges that Member is acquiring a membership for the sole purpose of obtaining social benefits and recreational use of The Pool Facilities and not as an investment, or with any expectation of making a profit from the ownership or future transfer of the Membership.

Any litigation involving this Membership Agreement, or any claims arising out of or relating in any way to this Membership Agreement, shall be governed by the laws of the state of South Carolina, venue shall be in Charleston, SC, such matter shall be referred to a Special Referee, and THE CUSTOMER EXPRESSELY WAIVES ANY RIGHT TO A JURY TRIAL.

Charleston Harbor Resort and Marina reserves the right to change Membership Application/Pool Rules and Regulations/ Membership Contract at their discretion as they see fit with no notice.

Execution

This Agreement shall not be binding unless and until the Member's Application is approved and accepted on behalf of The Pool as provided therein and this Agreement is executed below by the Charleston Harbor Resort & Marina.

In Witness Whereof, The Pool and Member have caused this Agreement to be executed on their behalf.

Signature of Pool Member

Date

Printed Name of Pool Member

For Charleston Harbor Resort and Marina

Name

Date

Title

Pool Member Initials CHR&M Initials



The Pool Membership Application

The pool membership pertains ONLY to immediate family members, under the age of 21, living under the same household (Includes Husband/Wife/Dependent Children). ALL NAMES ON THE APPLICATION MUST RESIDE IN THE SAME RESIDENCE.

There is a non-refundable application fee of \$175.00 due upon registration.

New Membership

Non-Marina Tenant

Marina Tenant

Membership Fees

One-time Initiation Fee: \$5,500.00

Annual Membership Fee: \$3,500.00 (Plus 5% Sales Tax)

Fees are Non-refundable and Non-transferable

PRIMARY APPLICANT (Please Print):

Full Name: _____

Address: _____
Street

City _____ State _____ Zip _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email address: _____

SPOUSE INFORMATION (Please Print):

Full Name: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email address: _____

EMERGENCY CONTACT INFORMATION

Please provide at least two people you would like us to contact in case of an emergency.

Full Name: _____ Cell Phone: _____

Full Name: _____ Cell Phone: _____

FAMILY MEMBERS

Please specify below the name of each unmarried child who is under the age of 21, and living under the same household as the primary member, who will have access to the privileges at The Beach Club.

	Name (First & Last)	Date of Birth	Gender
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

METHOD OF PAYMENT & AUTHORIZATION

Please initial next to the payment option of your choice. If you opt to prepay for the year, you will receive a 5% discount off the annual membership fee. If you elect for the monthly payments, this amount will be automatically charged to the credit card on file on the first of every month. All members are required to complete a credit card authorization form and to provide a copy of the cardholder’s driver’s license as well as a copy of the corresponding credit card front and back with signature. All members are required to keep this credit card authorization information current.

____ Monthly Auto Payments (\$291.67 + 5% Sales Tax)

____ Prepay for the year (5% discount, \$3,325.00 + 5% Sales Tax)

Prepay customers must pay their initiation and membership fees upon execution of the contract. Monthly customers must pay the initiation fee upon execution of the contract and will be billed the 1st of every consecutive month.

The applicant is entitled, under the Privacy Act 1993, to have access to, and request correction of personal information held by the Club about the applicant.

I acknowledge that I have read the Privacy Statement above, and acknowledge that Charleston Harbor Resort & Marina will make enquiries into my suitability as a member and should my application for membership be refused, the Charleston Harbor Resort and Marina is not required to supply a reason for that refusal.

I hereby agree to abide by The Pool Rules and Regulations and certify that the information provided on this form is correct. I acknowledge that if I have given any false information, it could result in automatic cancellation of my application and/or pool membership.

Signed: _____ Date: _____



CREDIT CARD AUTHORIZATION FORM

I, _____, (print name) hereby authorize Charleston Harbor Resort & Marina to charge my credit card listed below with all my fees, invoices and debts that I may incur at Charleston Harbor Resort & Marina.

Billing Address (if different from contract): _____

Phone #: _____ Email: _____

Card Type:

VISA MASTERCARD AMERICAN EXPRESS DISCOVER

CARD #: _____

EXPIRATION DATE: _____ CVV CODE: _____

SIGNATURE: _____ DATE: _____

CHARGE MONTHLY

I authorize the following person(s) charging privileges on my account and to be issued their own card for such purposes. (Please print names.)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

ACCOUNTING USE ONLY: CUSTOMER #: _____ CARD #: _____

*Applications are subject to approval. Cards may be revoked due to misuse or delinquency. (Information required on this application is for use exclusively by CHRM)

28 Patriots Point Rd.

Mount Pleasant, SC- 29464

1-888-856-0028

Fax-1-843-856-8333



**RECEIPT OF CHARLESTON HARBOR RESORT AND MARINA
RULES & REGULATIONS FOR POOL MEMBERSHIP**

I, _____, hereby state that I have received a copy of The Charleston Harbor Resort & Marina Rules and Regulations for Pool Membership. I completely understand that a violation of one or more of these rules will result in consequences that could be minor, such as a fine, or major, such as termination of a contract. I am aware these consequences are dependent upon the severity of the act and how many warnings.

Be advised that The Charleston Harbor Resort & Marina reserves the right, from time to time, to make changes, additions or deletions to the Rules and Regulations as it deems necessary.

By signing this document, I accept full accountability for myself, employees, or guests who may violate any of the rules and regulations set forth by The Charleston Harbor Resort & Marina, as well as the consequences that will be given.

(SIGNATURE)

(DATE)



Pool Membership Rules & Regulations

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Preamble

These Pool Rules and Regulations are established by Charleston Harbor Resort and Marina (“The Pool”) to protect The Pool facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using The Pool facilities. The Pool is committed to providing all members, their families and their guests with a pleasant experience. To uphold The Pool’s mission and these standards, members, their families and guests are expected to act in a manner consistent with good taste. The Pool may amend these Rules and Regulations from time to time as seen fit and necessary.

General Pool Rules

1. The Pool is open daily from 9:00 am to 9:00 pm weather permitting. The Tiki Bar is open daily with seasonal hours as posted (weather permitting). The Pool Facilities shall be open on those days and during the hours as may be established by The Pool. Areas of The Pool may also be closed depending on members’ utilization, for scheduled maintenance and repairs. The Pool reserves the right to close the grounds and The Pool to hold promotional events and tournaments.

The Marina office is open Monday through Friday from 9:00 a.m. until 5:00 p.m.

2. Members, their families and their guests shall abide by all Rules and Regulations of The Pool as they may be amended from time to time as deemed to be necessary or seen fit.
3. Special events or activities for groups will be permitted only with permission through the sales department at Charleston Harbor Resort and Marina.
4. Alcoholic beverages will not be permitted to be consumed, at, on, or near The Pool areas in any manner proscribed by law.
5. All food and beverages consumed on The Pool Facilities must be furnished by The Pool unless otherwise requested and approved by The Pool.
6. Commercial advertisement shall not be posted or circulated in The Pool nor shall solicitations of any kind be made on The Pool Facilities or upon The Pool stationary without the prior approval of Charleston Harbor Resort and Marina Management. Other than as permitted in writing by Charleston Harbor Resort and Marina, no petition shall be originated, solicited, circulated or posted on property.
7. The list of Members shall not be given out, and shall not be used for solicitation or commercial purposes. (except by The Pool Management)*
8. The Pool facilities shall not be used in connection with organized religious services,

fundraising efforts for the benefit of a political cause, or other similar activities except as specifically permitted and approved by The Pool.

9. Performance by entertainers will be permitted for Charleston Harbor Resort and Marina events, and only with the permission of Charleston Harbor Resort and Marina Management.
10. Members should not request special personal services from employees of The Pool who are on duty or the personal use of The Pool's furnishings or equipment, which are not ordinarily available for use by members.
11. Employees must not be reprimanded, verbally abused or disciplined by members or guests. Nor shall a member or guest request an employee to leave The Pool Facilities for any reason. Complaints concerning employees should be reported to management of The Pool. Harassment, sexual or otherwise defined in legal terms, of staff at The Pool will not be tolerated and is subject to immediate disciplinary actions by management. Members or guests are not to furnish intoxicating beverages to employees or require of them any services that are in conflict with these Rules and Regulations.
12. The Pool will not, under any circumstances be responsible for property of members, their families, guests or other persons brought onto The Pool premises for any purpose whatsoever.
13. Dogs or other pets are not permitted in The Pool Facilities.
14. Automobiles are to be parked within markings in designated areas, and with valid decals at all times. The Pool assumes no responsibility for vehicles parked on The Pool premises at any time. No bicycles or motor bicycles are allowed inside any building at any time. Unauthorized parked vehicles are subject to be towed off premises at the vehicle owner's expense.
15. Smoking and/or Tobacco products are not permitted anywhere on The Pool property.
16. Firearms and other weapons of any kind are not permitted on The Pool property at any time.
17. Any trespassers are strictly forbidden on The Pool premises at all times.
18. All complaints, criticism or suggestions of any kind relating to any of the operations of The Pool or its employees must be in writing, signed and addressed to the Charleston Harbor Resort & Marina General Manager.
19. Members, their families, or guests are not to be allowed in the kitchen or behind any bar or designated service area without management's consent.
20. A guest must be escorted by a member at all times without prior approval from management of The Pool.

21. Use of The Pool Facilities may be restricted or reserved from time to time by Charleston Harbor Resort and Marina Management.
22. The staff of The Pool is empowered to enforce these Rules and Regulations and any infractions will be reported to the management of The Pool.
23. In no event shall The Pool discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

Membership Rules

The Pool will issue a membership card (Member Card) to the Member and the other members of his or her family who are eligible (12 years and older) for membership privileges. Membership cards will not be issued to children under the age of 12. Members and their families must have their individual membership cards with them at all times while using The Pool Facilities, and/or to receive perks associated with the membership.

1. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.
2. Members are encouraged to present identification at time of sale or prior to placing an order to ensure the appropriate discounts are received.
3. A card replacement fee of \$25.00 as determined by The Pool may be charged for lost or stolen membership cards or in any situation where The Pool account number is changed.
4. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the Marina Office.
5. Each member may receive such identification decals and other insignia as The Pool may from time to time designate, and shall display such insignia as required by The Pool.

Member Dues, Fees and Charges

A valid credit card on file is required with every pool membership. If Member elects to pay Membership Fees monthly rather than one time annually, the credit card on file will be charged on the first of every month, for the current month.

Mailing Addresses & Membership Correspondence

1. Each member shall be responsible for filing with The Pool's Office, in writing, his or her email address, where the member wishes all notices and correspondences of The Pool to be sent. A member shall be deemed to have received emails from The Pool ten days from the dates they are sent.

2. The Pool must be notified of any change of address and email address updates. Failure to do so shall constitute a waiver of the right to receive The Pool notices, bulletins and any other communications, and a violation of these Rules and Regulations.
3. Complaints or suggestions concerning the management, service or operation of The Pool should be in writing, signed by the member and addressed to the Charleston Harbor Resort and Marina General Manager. Errors in billing charges should be directed to the attention of the Accounting Department.

Pool Services and Activities

1. The Pool provides social and recreational events in which all members are encouraged to participate.
2. Private functions are permitted at different venues around the resort. Private functions require a separate contract outlining the terms and conditions. Please contact the Charleston Harbor Resort & Marina Sales Office for inquiries regarding private events around the resort or Charleston Harbor Fish House.
3. Special events and functions may be scheduled from time to time at the discretion of management at the Charleston Harbor Resort & Marina.

Resignation of Membership

1. Per the Rules and Regulations and the Membership Agreement, a member may resign membership only after meeting the initial twelve month commitment to dues and by delivering 30 day's written notice of resignation to The Pool.
2. The member shall be required to give a minimum of thirty (30) days prior written notice to The Pool. The membership shall officially terminate only on the last day of a calendar month following the required 30 days written notice.
3. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the Member's account.

Discipline

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by The Pool to likely to endanger the welfare, safety, harmony or good reputation of The Pool or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from The Pool and have all privileges associated with the membership suspended or

terminated by The Pool. The Pool shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility of membership, (ii) submitting false information on the Membership Agreement, (iii) allowing his or her membership card to be used by another person, not registered within the member's Membership Agreement, (iv) failing to pay any amount owed to The Pool in a proper and timely manner, (v) failing to abide by the Rules and Regulations and the Membership Agreement as set forth herein as established by The Pool from time to time, (vi) abusing The Pool personnel or employees, or (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or The Pool as a whole.

2. The Pool may restrict or suspend some or all of a member's family member's and/or guest's The Pool privileges. If The Pool determines that a member's conduct or the conduct of his or her family or guest is improper, The Pool may terminate the membership, suspend or restrict the member's membership privileges, or restrict the use of privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any initiation fee, dues or 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.
3. All membership privileges shall cease upon termination of membership. A person whose membership has been terminated shall not be entitled to a refund of initiation fee and shall not be obligated to continue to pay dues after the termination of membership.
4. If a violation of The Pool Rules and Regulations occur, a written warning will be issued to the Member detailing the occurrence. If a second violation occurs, the Member will be informed, and their Privileges will be suspended for one month. A third violation may result in the cancellation of the Membership, based on severity, and at the discretion of Charleston Harbor Resort & Marina Management.

Loss or Destruction of Property or Instances of Personal Injury

1. Each member as a condition of membership and each guest as a condition of invitation to The Pool Facilities assume sole responsibility for his or her property. The Pool shall not be held responsible for any loss or damage to any personal property used or stored on The Pool 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 Pool, with or without notice, or may be otherwise disposed of, and the proceeds, if any, may be retained by The Pool.
2. Furnishings and equipment are for the exclusive use of The Pool and are not to be loaned to or removed by any member or guest without proper written authorization. Every member of The

Pool shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the Member.

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 Pool, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by The Pool, with or without written permission by The Pool, either on or off The Pool premises, shall do so at his or her own risk. The member and his or family members, and guest shall hold The Pool and its affiliates, and their respective managers, members, employees, heirs, representatives, agents, committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom arising out of or incident to membership in The Pool 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 or family member.
4. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by The Pool, with or without written permission, or any other claim or matter in connection with membership in The Pool, and fail to obtain judgment therein against any one or more of them, said party shall be liable to prevailing Indemnified Parties for all cost and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

Reservations and Cancellations

1. Cabanas are available seven (7) days a week when The Pool Facilities are open (with reservation). Members can reserve a cabana seven (7) days prior to the requested reservation date. Reservations are required, and if canceled within 48 hours (except in the event of inclement weather), a cancellation fee of \$50 will be charged to your account.
2. Monday – Thursday, the cabanas are available for member use with a waived rental fee. (Weekday complimentary cabana rental excludes school and bank holidays). Friday – Sunday, the cabanas are available for member use for a seasonal rental fee. Cabanas include seating and a table as well as two exterior lounge chairs. Seasonal Tiki Bar poolside service is available.
3. Reservations are required for most of The Pool sponsored activities and/or committee organized events and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of The Pool. 48-hour cancellation policy, or the policy as advertised with said associated events, applies. Members failing to adhere to the cancellation policy in place

will be billed as if they have attended the event without any discount.

4. Reservations for Cabanas are held for only 30 minutes after the reserved time.
5. No member shall plan or set dates for Pool activities or events without prior approval by Charleston Harbor Resort & Marina management.

Children

The Pool is family oriented. Children are welcome and encouraged to participate in the Mini-Mariner program. To insure the comfort, safety and welfare of all, following policies apply to member's dependent children under the age of Twenty-one (21) and their guests.

1. Children and their guests are subject to the same Rules and Regulations of conduct as our adult members. This includes proper care of The Pool Facilities.
2. All children and guests are required to check in at the front desk prior to using any of The Pool Facilities or services.
3. Unless involved in an organized program or activity, children and guests at The Pool should follow the age guidelines below when accessing services.
4. Failure to follow The Pool rules and policies may result in suspension of privileges.
5. Children and guests under 12 years of age must be accompanied by a parent or guardian (over 18 years of age) when using The Pool.

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 Pool. It is also expected that members will advise their guest of the dress requirements prior to arriving at The Pool. The Pool may publish dress requirements from time to time.
2. Swim attire may only be worn in The Pool area. All other Pool Facilities require appropriate cover-ups.
3. Nude or topless sunbathing is expressly prohibited.
4. Appropriate attire must be worn in a tasteful manner on The Pool premises at all times.

Family Use

A member's immediate family will be entitled to use The Pool Facilities in accordance with the membership category applied for and with these Rules and Regulations, as amended from time to time.

1. Family Membership shall consist of a primary member, significant other and their unmarried children, under the age of 21, who are living at home, attending school on a full-time basis or serving in the military, shall have access to all Pool Facilities, subject to the Membership Agreement. Certain restrictions that apply to the use of The Pool Facilities by children are more fully described in the children section of this document.

Guest Privileges

Guest privileges may be extended under the rules established by The Pool from time to time. Although it is the intention of The Pool to accommodate guests without inconvenience to the members, The Pool reserves the right to limit the number of guests that are invited on any given day or the number of visits guests can make to The Pool over a given time period.

1. This membership allows one guest in addition to registered members and dependents to The Pool at any one time. This person may visit The Pool an unlimited number of times **ONLY** when accompanied by a registered pool member.
2. This membership allows for up to four (4) guests per membership year on six (6) occasions during the year. There is no additional fee for these passes. However, a registered member will need an advance reservation and approval of The Pool for these allotted group guest passes. (Black out days may apply).
3. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by The Pool, in its sole and absolute discretion. The Pool reserves the right to limit the availability of pool use or Cabanas for guests, or may restrict or reject access for guests in general and/or guest members with or without notice or reasons at any time.
4. A member is responsible for notifying their guests of dress code policies and regulations governing proper care of the facilities, for the conduct of a guest while at The Pool. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of The Pool, have such guest leave the premises.
5. The Pool will have the right to designate other persons who will not count toward membership limits, including, without limitation, partners, officers, employees, and designees of the Owner and its affiliates and their guests to use The Pool Facilities upon such terms and conditions as may be determined from time to time by The Pool.

Pool Rules

The following Rules and Regulations are for the protection and benefit of all members. The Rules and Regulations assure safe and sanitary operation of The Pool facility. Parents are requested to read these rules and to discuss them with their children. Parents should caution their children to observe all Rules and Regulations and obey instructions of the appropriate personnel.

1. The Pools are open every day from 9:00am to 9:00pm, and weather dependent.

2. Swimming is only permitted during designated hours.
3. Use of The Pool is for the exclusive use of the members, their families and guests as defined within the Rules and Regulations.
4. Use of The Pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the management immediately.
5. The Pool may be closed at any time due to mechanical breakdown, operational difficulties, inclement weather, special events or other appropriate circumstances. The decision is at the sole discretion of management of The Pool.
6. Parents/guardians are solely responsible for assessing and knowing their child's swimming ability.
7. No abusive/profane language or breach of the peace will be tolerated. There will be a zero tolerance policy regarding profane language, the use of which will result in immediate ejection from The Pool and its grounds by Pool Management.
8. Everyone wishing to use The Pool Facilities must first register and present their membership card or decal before entering The Pool. Members must register their guests and are responsible for the payment of any appropriate charges as The Pool may determine from time to time.
9. Children who cannot swim must be accompanied by a parent or guardian at all times while at The Pool.
10. Children wearing diapers other than swim diapers are not permitted in The Pool.
11. Showers are required before entering The Pool.
12. Bottles, glass objects, drinking glasses and sharp objects are not permitted in The Pool area. Trash should be placed in the proper receptacles located throughout The Pool area.
13. All swimmers must wear bona fide swimming attire. Cut-offs, tennis attire, fitness clothing and Bermuda shorts are not considered appropriate swimwear. Proper non-swimwear or cover-ups are appreciated in the resort.
14. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted on Pool Facilities.
15. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
16. Running, ball playing and hazardous activities are not permitted in Pool Facilities. Pushing, dunking , and dangerous games are prohibited.
17. Snorkeling equipment, other than a mask and snorkel are not to be used in The Pool area.

18. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
19. Floating devices and inner tubes are not permitted.
20. Management of The Pool has the authority to expel from The Pool Facilities anyone who does not follow The Pool Rules and Regulations or whose conduct is otherwise unbecoming of a member.
21. Admission to persons having an infectious disease or suffering from a cough, cold or cold sores, or wearing bandages, may be refused by appropriate management personnel.
22. Persons who leave The Pool area for over 45 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from The Pool is not allowed.

General

1. In case of an emergency please call 911 first and then alert management at The Pool.
2. Lost and Found is located in Housekeeping Department.
3. Questions regarding areas not covered herein should be directed to management.