

AMERICAN BROTHERS CLUB

HOUSTAN

Club Rules, Policies and Charter

These Club Rules Policies and Charter of the American Brothers club ("Charter") govern the rights and responsibilities of all members ("Members") of American Brothers private membership club (the "Club") located at Houston, USA

("Premises"). This Charter may be amended periodically, as determined by Club Management and communicated to the Members by posting on the Club's Website at www.americanbrothersclub.com.

CLUB RULES AND POLICIES

The following Club Policies are intended to promote the positive and safe experience of everyone associated with the Club. 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, terminating Members' and guests' access to the Premises.

1. **Purpose of Club.** American Brothers 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.** American Brothers encourages a smart dress code and relies on its Members to ensure their guests remain stylish and well-turned, while visiting the Club:
 - Clean, fashionable sneakers will be accepted, but only if worn with appropriate attire.
 - Jeans are permitted, as long as they are clean and dressy.
 - Midriff or crop tops and flip-flops are not permitted.
 - Clean Athletic Attire (sports shoes, sports clothes, tennis attire) are not permitted with the exception of during the day on Saturdays & Sundays until 6:00PM.
 - Baseball caps are not permitted in the main dining areas.
 - It's no longer summer - men's shorts and women's cut-off shorts are not permitted within the Club.
 - Medical scrubs are allowed prior to 6:00 PM.

*Any Member or their guests, who does not appear sufficiently well presented may be refused entry. Please note any decision regarding the suitability of a Member's appearance will be at the discretion of the 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.
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 designated weekend meal periods 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.
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 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 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 as allowed 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 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 Risks.** Members & their guests 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.

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. American Brothers 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 must apply for Club membership by completing the membership application 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 membership application, provide letters of reference, if requested, and participate in interviews, as requested by the Membership Committee. Membership applications, 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.
2. **Membership Duration.** Memberships are non-transferrable, including by cause of death, although a pro rata portion of annual fees (but not the Initiation Fee) may be refunded to a deceased Member’s estate. So long as a Member pays annual fees and all charges incurred at the Club, the Membership may be renewed at the 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 Houston 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 fees, but the Initiation Fee shall not be refundable. A Membership may be terminated at anytime at the Club’s discretion or for 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. A Member whose membership is revoked shall not be entitled to any refund of annual fees or the Initiation Fee.

3. **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 fees 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 American Brothers management if their residence status changes. The Club defines a Primary Residence as an individual's legal residence for income tax purposes. The annual fees 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 21 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 fees 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.

4. **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.