Membership Conditions

2023 Edition



BREAKERS WEST

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THE BREAKERS MEMBERSHIP CONDITIONS

These Membership Conditions, published in May 2023, govern all persons with membership privileges at The Breakers resort and Breakers West properties of The Breakers Palm Beach, Inc. ("The Breakers" or "the Club") and supersede the Membership Conditions published in September 2019 and all previous versions.

MEMBERSHIP DEFINED

Membership provides a privilege to use the facilities of The Breakers for the category of membership acquired in accordance with the terms of these Membership Conditions. A membership is not an investment in The Breakers nor does it provide an equity or ownership interest in The Breakers' facilities, which are owned and operated solely by The Breakers. Members are not subject to any liability for the costs and expenses of ownership or management of The Breakers or its facilities. The payment of regular membership expenses such as a joining fee, annual dues, fees and personal charges provides a use privilege and is not an ownership or management assessment.

GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

Notwithstanding anything to the contrary herein, The Breakers reserves the right, from time to time, in its sole and absolute discretion, to amend or waive the Membership Conditions including without limitation the terms of eligibility for membership, the privileges available to use its facilities, the categories of membership and the number of members permitted in each category of membership, to reserve memberships for future purchasers of its property, to recall any membership at any time for any or no reason whatsoever, to terminate memberships, to discontinue operation of its facilities, to sell or otherwise dispose of its facilities in any manner whatsoever and to any person whomsoever, or to make any other changes in the terms and conditions of membership or the facilities available for use by members. Membership at The Breakers does not confer upon a member a vested right or an easement to use its facilities. A member only acquires a revocable license to use certain facilities of The Breakers. The Breakers has the sole right to interpret these Membership Conditions and all other membership documents. These documents supersede oral representations or opinions made by any individual.

USE OF FACILITIES

Use of The Breakers' facilities will only be available to members, the authorized guests of members, guests staying at The Breakers resort and other permitted users as determined by The Breakers.

APPLICATION FOR MEMBERSHIP

All inquiries for membership should be made to the membership office at The Breakers, located at 40 Cocoanut Row. Interested persons must apply for membership.

Applications will be reviewed and acted upon in the sole and absolute discretion of The Breakers. If The Breakers accepts the applicant, the membership office will send the applicant a Membership Agreement. The Membership Agreement must be completed by the applicant, signed by the applicant and all of the other members of the applicant's family who are permitted to sign for charges of any kind and returned no later than two weeks after receipt. Unless specifically authorized by the membership office, the applicant will not be entitled to use the facilities as a member until the membership office has received the fully executed Membership Agreement, payment in full of the entire amount due and a valid credit card.

MEMBERSHIP INITIATION FEES, DUES AND CHARGES

The Breakers in its sole and absolute discretion shall determine the amount of all nonrefundable initiation fees, annual dues and any other fees and charges. All dues, fees and charges are subject to applicable taxes.

Upon approval by The Breakers of an application for membership, The Breakers charges:

- Non-refundable initiation fee. The Breakers is under no obligation to repay the non-refundable initiation fee upon termination of membership at any time or for any reason; and,
- Annual dues. Annual dues are charged for each membership year, which begins on September 1 and concludes August 31 of the following year. For the first membership year, dues will be pro-rated from the quarter the Membership Agreement is finalized (100% from September to November 30; 75% from December 1 to February 29; 50% from March 1 to May 31; and 25% from June 1 to August 31); and,
- Any other fees and charges.

Members must pay annual dues in full each year in accordance with the membership office's payment schedule. Members who wish to resign must deliver a written resignation to the membership office 60 days prior to the commencement of the next membership year. Failure to notify the membership office in writing of resignation before June 30 will result in dues being payable for the next full membership year with the resignation effective August 31 of the next membership year.

Exceptions to the requirement of payment of annual dues in full each year are generally not permitted but may be granted in limited circumstances for specific

hardships in the sole discretion of The Breakers. Any request for a hardship exception must be received by the membership office before June 30 if the need is foreseeable.

Payment of the non-refundable initiation fee and/or refundable deposit, annual dues and any other fees and charges is a condition of membership. All such payments must be made by the individual member, unless it is a Corporate Membership paid by the corporate entity or paid by an approved beneficial user of a Breakers West property owner's membership.

A member may not pledge or use his or her membership as collateral for a loan or any other obligation.

RESIGNATION OR TERMINATION AND REFUND OF DEPOSIT AND DUES

A member wishing to resign must give the membership office written notice that the membership is resigned. A resigned member's use privileges will cease upon the effective date of resignation per the Club's determination. Any reinstatement of membership will be in The Breakers' sole discretion, and subject to such terms and conditions as it determines.

For those members that paid a refundable membership deposit, The Breakers will repay to a resigned member 100% of any refundable membership deposit actually paid by the resigning member, without interest, less all amounts owed to the Club, as set forth below. The refundable membership deposit repaid will include only the refundable membership deposit actually paid by the member and will not include any portion of any refundable membership deposit which may have been waived nor will it include any non-refundable initiation fee paid by the resigning member.

Resigned memberships with a refundable membership deposit will be placed on waiting lists for replacement and refunding of the refundable membership deposit in the order in which written notice of resignation is accepted by The Breakers. Separate waiting lists will be maintained for each category of membership. The Breakers will replace resigned memberships with a refundable membership deposit of a particular category on a one-for-one basis. That is, the proceeds from the sale of each new membership in a particular category will be used to replace a resigned membership with a refundable membership deposit of that category from the waiting list in the order in which written notice of resignation was received. Memberships issued to property purchasers or lessors, transferred to immediate family or a special designee, or changes in category of membership, as set forth below, are not counted as a sale.

Proceeds that are not used to replace the resigned membership at the top of the replacement waiting list for a particular category (either because there is no membership of that category awaiting replacement or because the proceeds from the sale of the new membership exceed the refundable membership deposit being repaid to the resigned member) may be used for any purpose including being applied toward replacing additional memberships of that category or replacing one or more memberships of another category. Proceeds from the sale of multiple memberships may be accumulated for such replacements. The Breakers has no obligation to make such replacements and may implement and/or discontinue its replacement policies from time to time in its sole discretion.

The following are exceptions to the waiting list policy described above:

- <u>A member who owns property in the Breakers West Community</u>: A member who owns property in the Breakers West Community may, at all times, arrange for The Breakers to replace his or her membership with a membership of the same category to the purchaser of the property. This is the case regardless of the number of resigned memberships awaiting replacement. The purchaser must apply and be approved for membership, and pay the current nonrefundable initiation fees, dues and other fees and charges required at the time of approval for membership.
- 2. <u>A member who resigns at any time after 30 years from the date of</u> <u>The Breakers' approval of the member's Membership Agreement:</u> The Breakers will repay the refundable membership deposit of any member who actually paid a refundable membership deposit and then resigns any time after 30 years from the date of The Breakers' approval of the member's Membership Agreement within 60 days of notice of resignation, regardless of when the membership is actually replaced by The Breakers.
- 3. The Breakers may, in its sole and absolute discretion, repay the refundable membership deposit of a member under any other circumstances, which it determines appropriate.

The Breakers will deduct from the amount of any refundable membership deposit to be refunded to the resigned member any amount that the member owes to The Breakers.

Annual dues are non-refundable except when a member resigns due to legal incompetence, or The Breakers elects to terminate a membership or memberships without cause. Members who fail to observe the Membership Conditions of The Breakers or other rules set forth by The Breakers and are expelled from Membership, or who resign from membership in The Breakers, are not eligible for a refund of their annual dues. In the event of a refund, such refund shall be made for the remaining full quarters of the membership year.

MEMBERSHIP CLASSIFICATIONS

The following is a list of the current membership categories of the Club:

- Ocean Membership
- Ocean Beach & Tennis Membership
- Ocean Golf & Tennis Membership
- Breakers West Rees Jones Membership
- Breakers West Sport & Social Membership formerly Bath & Tennis Membership
- Flagler Social Membership: Closed no new memberships in this category will be issued.

A detailed list of the current privileges associated with each category of membership is provided at the beginning of each membership year and is available at any time in the membership office and on the *members only* websites thebreakers.com/members for the Ocean Club and breakerswestclub.com for Breakers West Country Club.

OTHER PERMITTED MEMBERSHIPS AND USERS

<u>Breakers Row</u> – One non-transferable and non-assignable Breakers Ocean Membership is available for the term of each Lease at One North Breakers Row and for the original and certain other purchasers at Two North Breakers Row for as long as they own their unit.

All original purchasers at Two North Breakers Row who sell their units, and subsequent purchasers at Two North Breakers Row who wish to have access to the private facilities of The Breakers other than those located at Two North Breakers Row, must apply for membership on the same terms and conditions as other members. They are subject to the same non-refundable initiation fee, annual dues, fees and other charges as determined by The Breakers.

The privileges are also subject to the terms and conditions of the Indenture of Lease, in the case of a lessee at One North Breakers Row, or the Declaration of Condominium of Two North Breakers Row, a Condominium, and all other documents pertaining to the condominium, in the case of an original purchaser/owner at Two North Breakers Row.

<u>Breakers West Property Owners:</u> Only Breakers West property owners who are current members of Breakers West Country Club are permitted access to the facilities of Breakers West Country Club, including the Clubhouse and its dining facilities, pool, golf, tennis, fitness or other recreational facilities unless they are accompanied by a member as the member's guest or are invited guests at a function or other authorized special event held at Breakers West Country Club. Eligibility for membership is limited to one membership per property. If the property is not owned or leased by an individual or legally married couple, whose marriage is recognized by the State of Florida, the Club will determine in its discretion the individual, if any, who is eligible for membership privileges.

<u>The Breakers' Resort Guests:</u> Guests of The Breakers resort shall have privileges to use its facilities in accordance with all policies and rules upon payment of resort guest rates.

<u>Special Events</u> – From time to time, The Breakers will authorize the use of its facilities for golf tournaments, tennis tournaments, fund raising events and other designated special events.

The Breakers reserves the right to issue honorary, summer and other categories of memberships to such persons and to designate individuals, whether or not employees of The Breakers, to use its facilities upon such terms and conditions as may be determined from time to time by The Breakers in its sole and absolute discretion. The Clubs' capacity will be determined in the sole discretion of The Breakers.

CHANGE IN CATEGORY OF MEMBERSHIP

Subject to The Breakers' preeminent right to impose restrictions and limitations in the best interest of the Club, a member may request a change of his or her category of membership if the desired category is open and the member is currently in good standing, subject to the discretion of The Breakers. Failure to notify the membership office in writing of a request for change in category of membership before June 30 may result in delay of reclassification.

Notwithstanding the provision of the section of these Membership Conditions entitled Resignation or Termination and Refund of Deposit and Dues, upon resignation of a downgraded Ocean category membership with a refundable membership deposit, the refundable membership deposit will be placed on the resignation waiting list of the member's original category, if that category is then being offered. If the original category is no longer offered, it will be placed on the waiting list of a category comparable to the original category or the member's new category, in the sole discretion of The Breakers.

The ability to change the category of membership shall be subject to all requirements of membership and shall further be subject to the right of The Breakers to reserve memberships, limit the number of category changes, limit the number of members in a category, grant temporary category changes for specific hardships and permit category reinstatement in circumstances determined by it from time to time, all in the sole discretion of The Breakers. The Breakers reserves discretion to determine the terms and conditions of requests for all changes in category of membership, including applicable increases in non-refundable initiation fees and/or membership deposits and dues. No refunds are paid with changes in category of membership.

TRANSFER OF MEMBERSHIP

A member may transfer his or her membership only as described below.

- 1. Transfer of Membership to Immediate Family of the Member: A member desiring to transfer membership to the member's immediate family (mother, father, child, sibling) must submit a transfer request to the membership office. The right to transfer to an immediate family member will be permitted only when a membership is in good standing. The immediate family member must complete a membership application and be approved for membership by the Membership Committee. If approved for membership, the transferee member will be required to pay the current non-refundable initiation fee in effect at the time of the transfer, less the non-refundable initiation fee actually paid by the original member and less a percentage discount based upon the length of time the original member remained in good standing at The Breakers prior to the application for transfer to the transferee member ("Transfer Fee"). The percentage discount amount will be determined by The Breakers in its sole and absolute discretion from time to time. The Transfer Fee, as well as all other applicable dues and charges are required to be paid to complete the transfer. In the event the original member paid a refundable membership deposit to The Breakers, the original member shall provide The Breakers with written direction to either: (a) return the refundable membership deposit actually paid by the original member to the original member, or (b) apply the original member's refundable membership deposit towards the non-refundable initiation fee owed by the transferee member in connection with the transfer of the membership. Upon the member's selection of either (a) or (b) in the preceding sentence and The Breaker's completion of such requested action, The Breakers' obligation to repay any refundable membership deposit to the original member will be satisfied and terminated. The transferee member's membership will only be replaced after their resignation from The Breakers in accordance with the procedure set forth in these Membership Conditions.
- 2. Transfer of Membership by Certain Breakers West Property Owners to <u>Property Purchasers and Lessees:</u> Notwithstanding the other provisions herein, the memberships granted to certain Breakers Pointe Lots by Club Addendum or per property purchase contract (hereinafter referred to collectively as "Club Addendum") terminate and the Club Addendum is null and void if the current owner of the Breakers Pointe lot ceases being a member in good standing by failure to pay dues, fees and charges; due to pending disciplinary action; resignation; or otherwise, in the Club's sole discretion. If a current owner so terminates the membership, making their Club Addendum null and void, no further membership rights remain with the property for the current or future owners.

If the memberships of the owners of those certain Breakers Pointe Lots with Club Addendum are maintained in good standing continuously through resale of the lot, the membership in effect at the time of resale automatically transfers to the property purchasers upon resale of the property, but only if the purchaser completes a membership application within six (6) months of resale closing date, is approved for membership by the Club and pays all required dues, fees and charges. The purchaser is not required to pay any refundable membership deposit, membership contribution or non-refundable initiation fee and furthermore, is not entitled to any repayment of any refundable membership deposit, membership contribution or non-refundable initiation fee at any time. If the purchaser fails to become a member as set forth above, or fails to maintain the membership in good standing during the entire period of ownership of the property, the Club Addendum becomes null and void and no further membership rights remain with the property for the current or future owners.

- 3. Lease of Breakers West Property by Resident Members: Members of The Breakers who own a Breakers West property may designate the lessee of the residential unit as the beneficial user of their membership in accordance with this section. Members desiring to so designate a lessee of their residential unit shall require such lessee to submit a completed application in person to the membership office at The Breakers located at 40 Cocoanut Row. Such application shall be reviewed and acted upon in the sole and absolute discretion of The Breakers. A transfer fee is required. Such lessee, upon acceptance, shall be entitled to the same rights to use the facilities of The Breakers as the member, in accordance with the member's category of membership. Eligibility for membership is limited to one membership per property. During the period when a lessee is designated by a member as the beneficial user of a membership, such property owner shall have no rights or privileges to use such membership. Members shall be responsible for all charges incurred by the lessee and their guests that are unpaid after the customary billing and collection procedure of The Breakers, and for the conduct and liabilities of each such lessee and their guests. Minimum term of lease for lessee to be eligible for designation shall not be less than 90 days.
- 4. <u>Duplicate Membership Hold:</u> If a current member in good standing becomes eligible for and is approved for membership on a separate basis, such as through marriage to another current member or by leasing at One North Breakers Row or certain Breakers West properties ("secondary membership"), the member may hold their original membership with their original refundable and/ or non-refundable membership deposit and be excused from payment of dues on the original membership so long as all deposits, non-refundable initiation fees, dues, and other fees and charges are paid on the secondary membership. If the secondary membership terminates for any reason, the member must reactivate the original membership by payment of a reactivation fee, as well as all other applicable dues and charges, within the same membership year.

The reactivation fee shall be determined by The Breakers in its sole discretion. The original refundable and/or non-refundable membership deposit paid by the member will continue to satisfy the membership deposit requirement, notwithstanding the required membership deposit in effect at the time of the reactivation of the original membership.

TRANSFER OF MEMBERSHIP UPON MEMBER'S DEATH

Upon the death of a member, the membership will be transferred to the member's surviving spouse whose marriage is recognized by the State of Florida. If there is no surviving spouse the membership will be deemed to have been resigned and the refundable membership deposit, to the extent paid, less any amounts owed to The Breakers, will be repaid to the member's estate within sixty (60) days after the resignation regardless of when the membership is actually replaced by The Breakers; however, in the case of a Breakers West property owner, the legal representative of the deceased member shall have the option of retaining the membership so long as such representative complies with all of the Membership Conditions, rules and regulations, including the payment of annual dues and charges. If such representative exercises this option, one purchaser or legatee of the deceased member's property at Breakers West shall have the right to apply for one membership, conditioned upon the application being made no later than ninety (90) days after the purchaser or legatee acquires possession of such property.

LEGAL SEPARATION OR DIVORCE OF MARRIED MEMBERS

In the event of a divorce or separation of married members, the membership, including all of its rights and benefits shall vest, in the spouse awarded such membership by an agreement of separation or a decree of court. In the absence of an agreement of separation or a decree of court which references the award of the membership, the membership office may accept a written agreement, executed by both parties. The Breakers reserves the right, in its sole discretion, not to transfer the membership to either spouse and terminate the membership if The Breakers, in its sole discretion, is unable to determine the person who is lawfully entitled to receive the membership or if The Breakers determines it is in the best interest of the Club or its members to terminate the membership. Until acceptable written notice of an award of the membership, has been received by the membership office, both spouses will be jointly and severally responsible for the payment of all dues, fees and other charges incurred in connection with the membership.

DISPUTES

Only one person and his or her spouse and their children who are single, reside at home or in school and who are younger than 25 years of age may exercise the privileges of membership at any time. In no case will The Breakers become involved in disputes over membership entitlement, including but not limited to disputes between separated or divorced spouses or involving the heirs of deceased members, or in disputes over the ownership of Breakers West properties or memberships. In the case of such disputes, The Breakers may (but will not be required to) at any time, in its discretion, suspend any or all of the privileges associated with the membership in question until such dispute is resolved and the membership office receives evidence, satisfactory to it, of the resolution of such dispute. The Breakers will not accept responsibility to determine the validity of legal documents or evidence provided by members or their claimed representatives. The Breakers will take action on the documents as presented and shall not assume liability for relying on documents as presented. Any related claims must be pursued between the parties themselves. During the dispute, all dues and charges must continue to be paid. Failure to pay all dues and charges may result in forfeiture of the membership.

FAMILY MEMBERSHIPS

All memberships at The Breakers are considered family memberships. Family memberships include the legally married couple, whose marriage is recognized by the State of Florida, and their children who are single, reside at home or in school and who are younger than twenty-five (25) years of age.

Upon the marriage of an unmarried member, the new spouse shall be required to complete a membership application in the same manner as for other new applicants for membership and provide a copy of a valid marriage license recognized by the State of Florida. Acceptance of the new spouse shall be made without regard to the number of such memberships outstanding and without payment of any additional refundable membership deposit and/or non-refundable initiation fee. If the new spouse's application for membership is denied by The Breakers, the existing membership will be terminated and any refundable membership deposit actually paid and the pro rata share of unused annual dues will be refunded under the terms of the Membership Conditions as set forth above.

An unmarried member may appoint one special designee who is entitled to the same use privileges as a member's spouse. In order to qualify as a special designee, the following criteria must be fulfilled: (i) the special designee must be unmarried and reside with the member full time; (ii) the member must agree to be fully responsible for the special designee's charges or any liabilities incurred by the special designee or any person accessing the facilities as a result of the special designee's access; (iii) the special designee must complete a membership application in the same manner as for other new applicants for membership and be approved for membership; (iv) a special designee may only be appointed once in any 2 year period; (v) the member may terminate the privileges of the special designee and his/her eligible children, if applicable, at any time and must do so in writing; (vi) membership privileges of the special designee and his/her eligible children, if applicable, will automatically terminate upon the termination of membership or death of the member and the membership is not transferable to the special designee or his/her eligible children. Notwithstanding the preceding sentence and the provisions of the section of these Membership Conditions entitled Transfer of Membership Upon Member's Death, an unmarried member may request that the membership instead be transferred to his or her special designee upon the member's death. Such transfer will be subject to all terms and conditions required by The Breakers from time to time including specific written documentation.

CORPORATE MEMBERSHIPS

Corporate Memberships are available to operating entities (i.e., a partnership, trust or corporation) with an ongoing business purpose having at least five fulltime employees or other persons active in the business (a "Business Entity"). The membership will be issued in the name of the Business Entity upon payment of the required non-refundable initiation fees and the Business Entity shall designate at least four individuals (each a "Corporate Designee") who will be permitted to use The Breakers' Club facilities on such terms and conditions as are determined by The Breakers from time to time. Each individual designated by the Business Entity for privileges must be a director, officer, partner, principal, shareholder or employee of the Business Entity and each must submit an Application for Membership and be approved by The Breakers. The Breakers reserves the right to require the Business Entity to provide documentation confirming its compliance with the foregoing requirements. Annual dues must be paid for each Corporate Designee (minimum of four). The Business Entity and all membership users are jointly and severally liable for all amounts incurred with respect to the membership, whenever incurred. The Business Entity may change a Corporate Designee upon payment of the administrative fee charged by The Breakers. The Breakers reserves the right to establish from time to time the rules governing the designation of an individual as the Corporate Designee of a Corporate Membership, including establishing limits on the number of Corporate Designees, and on the number of times a particular designation may be changed during the membership year or during the term of the membership.

ACTIVITIES ON PROPERTY BELONGING TO THE BREAKERS

- 1. Entertainers and other service providers, including but not limited to professional instructors and trainers, shall not be permitted on the property of The Breakers unless engaged or contracted through The Breakers.
- 2. Alcoholic beverages will not be served or consumed on the premises during hours prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same, or in a manner prohibited by the laws of the State of Florida.
- 3. The Breakers shall furnish all food and beverage consumed on the property of The Breakers.

- 4. Commercial advertisements may not be posted or circulated nor shall business of any kind be solicited or transacted on The Breakers' property (including The Breakers' stationery), unless approved in advance by The Breakers.
- 5. No petition shall be originated, solicited, circulated or posted on any of the property belonging to The Breakers.
- 6. For guests of The Breakers resort and members utilizing Breakers West Country Club facilities, dogs and other pets are not permitted on the property of The Breakers, except service animals as required by the Americans with Disabilities Act. Service animals must be harnessed, leashed, or tethered unless these devices interfere with the service animal's work, or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal or other effective controls. However, members of the Club and residents of Breakers Row may bring their dogs on the property of The Breakers resort in accordance with the following criteria and limitations:
 - a. Members and residents must receive written approval from the membership office before bringing their dog on property. The Membership Committee has the sole and absolute discretion of whether to grant access to a member or resident's dog, and will consider the size and behavior of the dog to determine whether it is appropriate to allow the dog access to The Breakers' resort property;
 - b. Dogs must be on a leash at all times.
 - c. Dogs are permitted in all outdoor areas, excluding the Beach Club complex (spa, pool decks and beach areas) and children's playground. Dogs are not permitted at Breakers West Country Club outdoor facilities;
 - d. Dogs are permitted in the outdoor dining areas of the Italian Restaurant, Echo and the café seating outside of the News & Gourmet and Main Street;
 - e. Dogs are not permitted inside restaurants, hotel or club public areas and meeting rooms, guest rooms, retail stores or the Beach Club complex (spa, pool decks and beach areas). Dogs are not permitted inside at Breakers West Country Club;
 - f. The Breakers reserves the right to revoke access for any member or resident's dog, in its sole and absolute discretion.
- 7. The Breakers wishes to encourage members to use its facilities to which they are entitled for private parties on any day or evening, provided it does not interfere with the normal operations of The Breakers resort or with the services regularly available to its members or guests. Members are requested to apply for reservations with The Breakers for available dates and arrangements. The Breakers must cater private parties held on its property.
- 8. Members are not permitted to have a firearm or weapon of any kind on The Breakers' property. Weapons are prohibited in all club and resort areas

including hotel rooms, restaurants, bars, shops, general public spaces and at events on resort grounds.

GRATUITIES

A pretax service charge, as determined by The Breakers, plus applicable taxes, will be added to all food & beverage sales and spa services. The service charge will be distributed to the service staff in accordance with a predetermined schedule. Members may offer gratuities to other employees of the Club such as Golf Attendants, Valets, Locker Room Attendants, Doormen, et cetera.

<u>ATTIRE</u>

- Casually elegant dress is encouraged throughout The Breakers resort and at Breakers West Country Club. All of the food & beverage outlets of The Breakers have their own attire guidelines. The membership office will provide information on the dress code for special events upon request.
- Proper golf attire is required. Men must wear shirts with collars at all times. Women are not required to wear a collared shirt. Shorts must be of walking length. No jean shorts, athletic shorts or spandex are permitted on either of The Breakers' golf courses or at their practice facilities.
- 3. All white tennis attire is preferred, however, other appropriate tennis attire specifically designed for court use is allowed. Shirts must be worn and only regulation tennis shoes or sneakers are permitted. Denim, swimsuits, running shoes, cross trainers and other unacceptable attire and footwear are not permitted.
- 4. Bathing attire is not allowed at The Breakers, except in the pool areas and on the beach. Shoes and cover-ups must be worn at all times, except in the pool areas or on the beach.
- 5. Proper work out attire is required while utilizing the Ocean Fitness, Member Only Fitness, Breakers West Fitness Centers or while taking a fitness class. Proper footwear is also required. Flip flops and sandals are not permitted.

CHILDREN

- 1. Children who are under thirteen (13) years of age are not allowed on the premises of The Breakers unless accompanied by and supervised by an adult member, guest or attendant.
- 2. Children must be thirteen (13) years of age or older to play golf or tennis at The Breakers except: (a) children accompanied by an adult with the approval of the Director of Golf or Tennis; (b) children participating in a children's lesson, camp or clinic through The Breakers; or (c) children under the age of

thirteen (13) who have reached a stage of proficiency in golf and/or tennis play, such that their play will not hinder the play of other golfers or tennis players or damage the playing surfaces, shall be permitted to play on the same basis as children thirteen (13) years of age or older. The Director of Golf or the Director of Tennis, in his or her sole discretion, will determine if the child is sufficiently proficient.

MEMBERSHIP CARDS

- 1. A membership card bearing a club account number, photograph of the holder and the type of membership will be issued annually to each person eligible for use privileges, upon execution of the Membership Agreement and payment of the annual dues by the member.
- 2. Each person eligible for use privileges must have his or her current and valid membership card with them at all times while using the facilities of The Breakers. They also must agree to present it upon request. Members whose privileges include access to the Beach Club will not be granted admission without presentation of their valid membership card, nor will they be able to gain admission to the Member Parking Lot located adjacent to the Beach Club. No purchases may be applied to the members' account without presenting a valid and current membership card. The membership card will be swiped prior to completion of the sale and the receipts for purchases must be signed.
- 3. The person whose name and picture appears on the membership card is the only person authorized to use the membership card. A membership card is not to be used by any person other than the person to whom it is issued. Membership cards are not transferable. An improperly used card will be confiscated and the person to whom the card was issued will be subject to disciplinary action which may, in The Breakers discretion, include termination of the membership.
- 4. In the event of a lost or stolen membership card, the membership office must be notified immediately. Until the membership office receives notification of the card loss or theft in writing, the member will be responsible for all charges placed on the account. Requests for a replacement card should be made to the membership office.

GUEST PRIVILEGES

- 1. All guests of members must be accompanied by the member to gain access to the facilities of The Breakers. The sponsoring member will be charged guest fees for the use of its facilities as determined by The Breakers. The prevailing guest fees are applied to all guests except children twelve (12) years of age and under.
- 2. A member may have no more than four (4) guests, without the prior approval of the membership office.

- 3. Members sponsoring guests will be responsible for all charges incurred by, and the conduct and liabilities of such guests. The term guest shall be broadly interpreted so that members are responsible for the charges, conduct and liabilities associated with all persons accessing The Breakers or Breakers West Country Club facilities by virtue of a membership, whether or not the individual was a registered guest.
- 4. Guests of members will be entitled to use only the facilities to which the sponsoring member is entitled.
- 5. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by The Breakers in its sole and absolute discretion.

Regardless of the number of sponsoring members, a particular guest may accompany a member to the facilities of The Breakers no more than one (1) day during any one (1) month during peak season (November 1 to April 30) and no more than two (2) days during any one (1) month during off season (May 1 to October 31), except as otherwise provided herein.

Notwithstanding the above, regardless of the number of sponsoring members, a resident of Breakers West Country Club may accompany a member to the Breakers West Country Club facilities as a guest no more than six (6) times during any one (1) membership year, except as otherwise provided herein.

CREDIT PRIVILEGES AND INDEBTEDNESS

- 1. Members are entitled to credit and charging privileges at The Breakers so long as their memberships are in good standing and a valid credit card is on file with the membership office. Members shall present a valid credit card to the membership office upon acceptance of membership. Dues associated with membership may be charged to such credit card. Fees and charges associated with membership may be charged monthly to such credit card. A member may pay by a form other than the credit card on record provided any outstanding charges are paid promptly. Any balance which is over 30 days past due will be charged to the member's credit card on file.
- 2. Upon expiration or other invalidation of the member's credit card on file, the member is required to immediately provide a new credit card to the membership office. Failure to have a current and valid credit card on file with the membership office will result in the loss of charging privileges for that member until such is provided and may result in revocation of membership if the member fails to provide a current and valid replacement credit card within a reasonable period of time, as determined in the sole discretion of the Club.
- 3. An itemized statement of fees, taxes and outstanding charges due The Breakers will be mailed monthly to each member that has any outstanding balance. If the Club does not for any reason receive payment for the full amount of a

statement within 30 days of the date of such statement, the overdue amount will be charged to the member's credit card on file. If for any reason the credit card on file does not accept the charge for the overdue amount, the member's charging privileges will be suspended. The member will be notified in writing by The Breakers of the delinquency, and The Breakers may immediately suspend all membership privileges for the member in its sole discretion.

- 4. The Breakers shall have the right, in its sole and absolute discretion, to revoke a delinquent member's membership upon the continuation of any delinquency or upon repeated delinquency, in which case the membership office will notify the member in writing. Upon the revocation of a member's membership for delinquency in payment, such member shall surrender his or her membership and will be entitled to the return of his or her refundable membership deposit (if any), less all amounts owed to the Club when the membership has been replaced by The Breakers in accordance with the section entitled "Resignation or Termination and Refund of Deposit and Dues". Any member of The Breakers whose membership has been revoked shall not again be eligible for membership nor admitted to the private facilities of The Breakers under any circumstances. The Breakers is under no obligation to repay the non-refundable initiation fee upon termination.
- 5. A finance charge of 1½ % per month shall be made for all accounts over 30 days past due. All costs incurred by The Breakers in collecting amounts owed to it by a member, including attorney's fees, will be charged to such delinquent member.

MAILING ADDRESS

- 1. Each member is responsible for providing the membership office with written notice of the mailing address to which the member wishes all notices and invoices be sent. A member is deemed to have received any mail from The Breakers seven (7) days after it has been mailed to the address on file with the membership office.
- If the membership office does not have a current mailing address on file, The Breakers may send any mail by U.S. Post to any address for the member believed likely to result in delivery. Such mail will be deemed received seven (7) days after it has been mailed.
- 3. Each member shall be responsible for providing the membership office with an e-mail address, if available, which The Breakers will use as a primary communication medium. Each member shall be responsible for updating changes to the e-mail address with the membership office.

LOSS OR DESTRUCTION OF PROPERTY

- 1. The Breakers shall not be responsible for any loss or damage to any personal property left or stored on its premises.
- 2. No person shall remove from the grounds any property belonging to The Breakers without authorization from the management of The Breakers. In case of loss, destruction, defacement or damage to any property of The Breakers (collectively "damage") by a member or by any person accessing The Breakers by virtue of the members' membership, the member shall be held financially responsible for the cost of repair or replacement.

DISCIPLINE

- 1. Any member whose conduct or whose family or guest's conduct shall be deemed by The Breakers to be improper or likely to endanger the welfare, safety, harmony, or good reputation of The Breakers or of its members, may be reprimanded, suspended or expelled from membership at The Breakers. The Breakers shall be the sole judge of what constitutes such conduct. The Breakers has a zero-tolerance policy for inappropriate sexual advances, verbal abuse, physical abuse, threatening behavior, or threatening statements toward any member, staff or guest. Other examples of improper conduct include, but are not limited to: (a) submission of false information on an application for membership; (b) use of membership card by any person other than the member whose name and picture appear on the card; (c) submission of false information regarding a guest; (d) exhibition of unsatisfactory behavior, conduct or appearance; (e) damage to property of The Breakers or another person's property at The Breakers; and (f) failure to abide by the Membership Conditions as set forth herein and as revised from time to time by The Breakers. The Breakers reserves the right to reprimand, suspend or expel any member, family member or guest for other causes deemed sufficient by The Breakers and its management.
- 2. There is no requirement that a member receive a warning prior to disciplinary action being taken, including suspension or expulsion. The Breakers will determine the appropriate level of discipline on a case-by-case basis.
- 3. In addition to other forms of discipline, The Breakers may suspend a member, his/her family, guests or other users from some or all of the privileges of membership. Dues and other obligations shall continue during such suspension of privileges and must be paid on a timely basis or the membership will be terminated.
- 4. Any member who is potentially subject to suspension or termination of membership due to misconduct will be notified either verbally or in writing of such proposed action and shall be given an opportunity to be heard by the Membership Disciplinary Committee to show cause why the membership

should not be suspended or terminated. If such member desires to be heard, the Membership Disciplinary Committee will schedule a time and date for such hearing within a reasonable period of time. Members alleged to have engaged in conduct for which a zero tolerance policy is in effect may have their privileges immediately suspended pending the outcome of any hearing. Guest privileges and special designee status are granted in The Breakers discretion and maybe suspended or terminated without advanced notice or hearing.

- 5. Upon an expulsion of a member from membership in The Breakers for cause, such member shall surrender his or her membership and will be entitled to the return of his or her refundable membership deposit (if any), less all amounts owed to The Breakers, when the membership has been replaced by The Breakers. The Breakers is under no obligation to repay the non-refundable initiation fee upon termination of membership for any reason.
- 6. Any member of The Breakers who has been expelled shall not again be eligible for membership nor admitted to the private facilities of The Breakers under any circumstances and may be barred from admission to any property of The Breakers, in the sole discretion of The Breakers.

MEMBER RESPONSIBILITY, RELEASE OF LIABILITY AND INDEMNIFICATION OF THE BREAKERS

- 1. Every member, as a condition of membership, assumes sole responsibility for his or her actions and property. Every member also assumes sole responsibility for the actions and property of all persons accessing The Breakers' properties by virtue of the member's membership, whether or not the member accompanies such person.
- 2. All members and their guests who, in any manner, use The Breakers' premises, facilities, property, equipment or services (including but not limited to use of the hotel, clubhouses, spa, restaurants, common areas, fitness centers, golf courses, tennis courts, pool areas, beach areas, golf carts, bicycles, sports equipment and beach rental equipment) that are owned, leased, rented or otherwise operated by The Breakers or by a third party concessionaire, or who engage in any sport, exercise, competition or other activities (including but not limited to golf, tennis, contests, games, use of fitness facilities, spa, swimming in the pools or ocean) that are operated, organized, arranged or sponsored by The Breakers or by a third party concessionaire, either on or off The Breakers' premises, shall do so at his or her own risk, and shall release and hold harmless The Breakers, The Breakers Palm Beach, Inc., Flagler System, Inc., their parent(s), subsidiaries, affiliates, directors, officers, partners, employees, representatives, third party concessionaires and agents (collectively "the Released Parties), from any and all cost, expense, loss, claim, injury, damage, action or liability, including but not limited to attorneys' fees and costs at all judicial levels (collectively, "Costs"), sustained or incurred by him or her as a

direct or indirect result of any act or omission, including negligence, of the Released Parties, or arising out of or incident to membership in The Breakers or use of The Breakers premises, facilities, equipment or services or fraud in inducing an individual to acquire membership. It is understood that this release includes all claims arising out of the actions or inactions of the employees or agents of The Breakers. Further, all members shall indemnify, hold harmless and defend the Released Parties against any Costs, sustained or incurred by the Released Parties because of any member, child or guest of such member. This release and indemnification covers all matters arising out of, or incident to membership in The Breakers and use of The Breakers premises, facilities, equipment or services, including but not limited to property damage, physical injury, disputes over the ownership of memberships and enforcement of the Membership Conditions. This provision and all other provisions for financial responsibility survive cessation of the membership.

- 3. Members may be required to sign a separate Release and Indemnification document as a condition of using the Spa, Ocean Fitness center or any other facility or equipment, or in connection with participation in certain activities. This member responsibility, release of liability and indemnification of The Breakers section shall apply in addition to any other form which may be executed.
- 4. Should any party bound by these Membership Conditions, as amended, or anyone accessing the Club by virtue of such parties membership, bring suit against The Breakers, The Breakers Palm Beach, Inc. or Flagler System, Inc. on any claim or matter, said party shall be liable to The Breakers, The Breakers Palm Beach, Inc. and Flagler System, Inc. for all costs and expenses incurred by The Breakers, The Breakers Palm Beach, Inc., or Flagler System, Inc. in the defense of such suit (including attorneys' fees through all appellate proceedings).

COMPLAINTS OR SUGGESTIONS

Complaints or suggestions concerning the management, service, or operation of The Breakers or Breakers West Country Club, generally should be in writing, signed by the member making such suggestion or complaint and addressed to the membership office. Errors in billing charges should be referred to the Accounting Department of The Breakers or the membership office.

GOLF RULES

General

 All players must have a starting time assigned by the Starters or Pro Shop staff at either The Breakers Ocean Course or The Breakers Rees Jones[®] Course at Breakers West

- 2. Both courses will commence taking reservations for members starting times at 7:30 a.m. at both the Ocean and Rees Jones Golf Courses seven (7) days preceding the day of play.
- 3. The Breakers may at any time reserve a given number of the tee times each hour for members and hotel guest play at either course.
- 4. Guests unaccompanied by their sponsoring member may not be permitted to play golf from October 1 until June 1, in the discretion of the Club, and those unaccompanied guests will at all times be charged a higher golf fee than guests who are playing with their sponsoring member.
- 5. When setting the courses for play, the following standings will be observed by the Starters as a condition of play: foursomes have first standing, threesomes have second standing, twosomes have third standing and singles have no official standing. The Starter at each course has the authority to require twosomes to join, or to place a single with a threesome. If a twosome is not willing to join another twosome, they will lose their assigned tee time and be required to accept a starting time following all foursome and threesome play.
- 6. From time to time, The Breakers will reserve either or both of the golf courses for tournament play. The Breakers may designate tournaments for play by members, hotel guests or organizations. During such time, The Breakers will make every effort to assure that golf course privileges will remain available for member and hotel guest use; however, The Breakers does not guarantee that this will always be the case, as more than one course may occasionally be required to accommodate a tournament.
- 7. Should a match not check in ten (10) minutes before their reserved starting time, they may be set back two (2) matches or more at the discretion of the Starter.
- 8. Twenty-four (24) hour notice of cancellation of a reserved starting time is required of members and hotel guests to avoid being charged golf fees.
- 9. Matches of greater than four (4) golfers will not be permitted without the consent of the Director of Golf.
- 10. Members may walk either of the courses any time, based on availability. Pull carts are available at the Ocean Course only.

Golf Course Conduct

- All members must register with the Pro Shop at the respective course before beginning play. The Pro Shop attendant will issue golfers a receipt to authorize play on the course and use of a golf cart; this receipt must be turned into the Starter.
- 2. "Cutting-in" is not permitted at any time. Play is not to begin on any other hole other than hole number 1 without approval of the Starter.

- 3. Only the warmup facility at the Ocean Course, the driving range at The Breakers Rees Jones[®] Golf Course at Breakers West and the practice putting greens should be used for practice. Practice is not allowed on the golf courses unless accompanied by a Breakers Golf Professional. **Range balls** cannot leave the practice facility and are strictly prohibited on the golf course.
- 4. The Rangers have the responsibility of expediting play on the golf courses and all players must honor a Ranger's request to speed up play or to allow other players to play through. In the absence of a Ranger, if a match fails to keep its place on the course and is more than one clear hole behind the players ahead, it must allow the following match to play through.
- Players who stop after the 9th hole for any reason may not delay the following match and are expected to forfeit their place to the other golfers coming through. Players that stop for lunch must check with the Starter or Pro Shop before continuing.
- 6. All golf cart or personal audio devices (smart phones, blue tooth, etc.) must be set at a volume so that it does not disturb other golfers on the course.
- 7. "Course Closed" or "Hole Closed" or "Ground Under Repair" signs are to be adhered to without exception.
- 8. All players must play with a separate set of clubs and out of their own bag during all matches.

Golf Cart Rules

- 1. Golf carts must be used by all golfers at both courses, except when a caddy is permitted or during times of the day when walking is permitted.
- 2. Resident members at Breakers West who decide to have their own golf cart must purchase or lease the golf carts through the golf operations of The Breakers at Breakers West or must have their carts approved by the management of The Breakers prior to use on the golf course. Those members who own or lease such a golf cart must have their golf carts inspected and approved annually by the Club, and pay an annual trail fee to have the privilege of using that cart for golfing at Breakers West. All members must pay the current golf cart fee when playing the Ocean Course at The Breakers, without exception.
- 3. Cart operators must have a valid driver's license and obey all traffic signs.
- 4. Carts must remain on cart paths at all times during days designated Cart Path Only ("CPO") or on holes designated CPO. Carts should never be driven within thirty (30) feet of tees, greens or other areas specifically marked by the Superintendent. CPO restrictions will be determined by the Superintendent of Golf. CPO rules at both courses will be strictly enforced to ensure the continued agronomic integrity of both courses. Violations of this rule will result in the suspension or termination of golfing privileges.

- 5. Always park carts to the side or rear of greens, never in front of a green.
- 6. Golf carts owned by The Breakers are for use on the golf courses only and must not be driven to homes, parking areas or other areas of The Breakers, including the hotel and beach club.
- 7. Carts will be rented to golfers who agree to operate the carts in a safe manner and who assume liability for any damage caused as the result of their use of the cart. Operation of a cart is at the risk of the operator. The cost to repair a cart damaged by a player will be charged to the hotel guest or member, or in the case of a guest, to the sponsoring member.
- 8. Only two (2) persons are allowed to ride in a cart, regardless of whether the cart contains bags and clubs.
- 9. Carts should not be driven under low hanging tree branches.
- 10. A pull cart may be used after 3:00 p.m. by children under the age of sixteen (16), without a valid driver's license. Pull carts may not be stored by The Breakers.
- 11. It is the policy of The Breakers to provide access to golfers with disabilities. If a member or guest wishes to request golf cart access to areas restricted by Club Conditions on account of a disability, the member or guest must provide the Director of Golf or the Superintendent with credible assurance that the person's disability requires them to use the golf cart in a particular area where such access is normally restricted by Club Conditions. Such credible assurance may be provided by a valid state issued department of motor vehicles disability parking placard or card, or State-issued proof of disability. Further inquiries should be directed to the Director of Golf or the Superintendent. The member or guest will be permitted golf cart access to certain areas currently restricted by the Club Conditions as determined by the Director of Golf. Access will be denied to areas where safety is a concern or where the agronomic integrity of the golf course is threatened. From time to time, the Director of Golf or Superintendent may also impose temporary restrictions as necessary for the maintenance of the golf courses, such as over-seeding, sodding or damage from heavy rain or flooding. Therefore, it is necessary that a member or guest who is requesting special golf cart access pursuant to this policy register in the pro shop where they are playing daily so that notice of any applicable restrictions can be provided.

Rain Checks

A golfer scheduled to play nine (9) holes is given a rain check for golf cart fees, and guest fees (if applicable), if the golfer has completed less than five (5) holes. A golfer scheduled to play eighteen (18) holes will be given a rain check for nine (9) holes if the golfer has completed less than fifteen (15) holes or a rain check for eighteen (18)

holes if the golfer has completed less than five (5) holes. Requests for rain checks should be made to the Pro shops at the respective course and are subject to approval by The Breakers management.

<u>Handicaps</u>

- 1. Handicaps are computed under the supervision of the Director of Golf in accordance with current USGA recommendations.
- 2. To be provided with a handicap a player must keep accurate records of all scores for all rounds played and must post ten (10) such scores in The Breakers Ocean Clubhouse computer or on the handicap computer in The Breakers West Clubhouse. If there are violations, the Director of Golf shall act in accordance with USGA guidelines in either deleting or revising posted scores.

Golf Course Etiquette

Players should do their part to make a round of golf at either course a pleasant experience for everyone. Accordingly, The Breakers recommends the following:

- 1. Be ready to make your shot when it is your turn to play, and do not hesitate to play out of turn if doing so will significantly contribute to the progress of your match.
- 2. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Finish the scoring for the completed hole while the others are playing from the next tee.
- 3. If you stop to search for a lost ball, do not use more than the USGA allotted three (3) minutes to search for the ball, with other players playing their shots during the search period.
- 4. Repair your ball marks on the greens.
- 5. Replace any divots taken on the fairways with the sand provided on the golf carts.
- 6. Carefully rake sand traps after each use.
- 7. No metal spikes may be worn.
- 8. Please see the section entitled "Attire" for a full description of the required golf attire.

TENNIS RULES

Tennis Play

1. All players must register in the Pro Shop before starting to play.

- 2. Players that are in need of game matching services are encouraged to call the Tennis staff, who will assist by finding a playing partner for singles or a third or fourth for doubles.
- 3. Courts may be reserved by members at either location beginning at 7:00 a.m. one (1) day in advance of the desired day of play.
- 4. Two (2) hour notice of cancellation of a court reservation is required of members and hotel guests to avoid being charged for the time reserved.
- 5. The Breakers may reserve courts for tournaments at either location when needed. Notice will be given to members of such an event by posting notice in the sports shop and on the Membership website.
- 6. When play on courts is at capacity, doubles play will be given priority over singles, and playing time will be limited to one and a half hours (1 ½) for doubles and one (1) hour for singles.

Tennis Etiquette

- 1. All persons preparing to enter or cross a court should wait until play has stopped then proceed quickly and quietly to their assigned court.
- 2. All persons requesting the return of a tennis ball from another court should ask when play on that court has stopped. Players should not retrieve a tennis ball from another court themselves.
- 3. All persons should refrain from loud or offensive language on the court or while watching a match.
- 4. Persons not playing should stay off the court surfaces.
- 5. Children should not play in the area of the sports shops or courts.
- 6. Courts should be vacated promptly after the reserved playing time is over.
- 7. Please see the section entitled "Attire" for a full description of the required tennis attire.

POOL AND BEACH RULES

Members may access The Beach Club only through the main entrance of The Beach Club and may not use any other access point.

- The pools and private beach at The Breakers and the pool facilities at Breakers West are for the exclusive use of members entitled to their use and their guests, hotel guests and authorized Breakers Row residents.
- 2. The Breakers may employ lifeguards at certain times at its pool facilities and the private beach at The Breakers, however, use of pool facilities or the private beach at The Breakers at any time is at the swimmer's own risk.

- 3. Swimming is permitted at any location from dawn to dusk only.
- 4. Children under thirteen (13) years of age are not allowed to use the pool facilities or the private beach at The Breakers unless accompanied by an adult and shall conduct themselves in a manner consistent with the Club guidelines for member conduct.
- 5. Children who are not competent swimmers will be permitted in pools only when accompanied by a parent or competent swimmer. Children who are not fully potty-trained must wear waterproof swim pants. No exposed diapers or nudity is allowed in any area other than restrooms.
- 6. Glass bottles or other glass objects are not permitted in any pool areas or at the beach.
- All swimmers must wear bona fide swimming attire. Cutoffs, dungarees, Bermuda shorts and undergarments are not considered appropriate swimwear. Nude or topless sunbathing is not permitted.
- 8. All persons using pool furniture are required to cover the furniture with a towel. Furniture must not be removed from designated pool or beach areas.
- Biking, rollerblading, skateboarding or any other recreational wheel items are not allowed on pool decks. Running and/or hazardous activity is also not permitted on pool decks.
- 10. Fishing, spear fishing and snorkeling equipment, other than a mask, are not to be used in the pool areas or near ocean swim zone except as part of an organized course of instruction. Snorkeling and scuba diving are permitted from the private beach at The Breakers.
- Out of consideration for others, no personal listening devices will be permitted in the pool areas or on the private beach at The Breakers, except those being listened to by earphones.
- 12. The maximum occupancy of each bungalow is six (6) persons.
- 13. No personal items will be stored by The Breakers and may not be left in the Bathhouse lockers or bungalows overnight. The Breakers shall not be responsible for any loss or damage to any personal property left or stored on its premises.
- 14. A member's signature on the member's membership application is authorization for personnel of The Breakers to remove personal objects from a bungalow or the Bathhouse lockers to lost and found should the personal objects be left after the authorized use period. Bathhouse lockers are designed for day use only.
- 15. The Breakers shall furnish all beach umbrellas used at The Beach Club and the private beach at The Breakers.
- 16. Members are not allowed to bring inflatable or plastic pools into any area belonging to The Breakers.

- 17. No floats are allowed in the pools.
- 18. Any personal items in any areas are subject to approval by The Breakers.
- 19. No food is allowed in any of the pool areas or at the private beach at The Breakers.
- 20. Removal of any Breakers property from the pool area including towels and chair covers is prohibited.

FAMILY ENTERTAINMENT CENTER RULES

- Children under thirteen (13) years of age are not allowed to use the Family Entertainment Center at The Breakers or the Family Activity Center at Breakers West unless accompanied and supervised by an adult.
- 2. Children shall conduct themselves in a manner consistent with the Club Conditions.
- 3. Resort activities and entertainment are open exclusively to club members and hotel guests. Guest fees and restrictions may apply for non-members.
- 4. Proper attire is required in the Family Entertainment Center at The Breakers and the Family Activity Center at Breakers West; shirts, cover-ups and shoes must be worn at all times.
- 5. Bike rentals are available 8:30 a.m. to 5:00 p.m. and must be rented through the Family Entertainment Center at The Breakers.

THE SPA RULES

- 1. Children under the age of eighteen (18) are not permitted to use the lounges or locker room facilities in The Spa.
- 2. Children ages six (6) to seventeen (17) are permitted to receive Salon services (hair and nails). Children must be eighteen (18) years of age or older for Spa services.
- 3. The lockers in the Spa Locker Room are for day use only. Items left in the lockers overnight will be turned into Security.
- 4. Spa Locker Room access is available to Club members on the same day of their spa, salon or fitness appointments.

OCEAN FITNESS RULES

- 1. Children under the age of sixteen (16) are not permitted to access or use the Ocean Fitness or Member Fitness Centers unless under the supervision of a personal trainer employed by The Breakers.
- 2. All personal trainers must be employed by The Breakers. Outside personal trainers, physical therapist or other related service providers are not permitted on The Breakers property.
- 3. The lockers in the Ocean Fitness are for day use only. Items left in the lockers overnight will be turned into Security.
- 4. Proper fitness attire is required, including closed toe shoes. Unacceptable attire includes bathing suits, undergarments and open toed shoes or flip flops.

CONTACT INFORMATION

Vice President of Club Operations	561.653.6684
Director of Membership	561.659.8490

OCEAN CLUB

Membership Office	
Member Services	
Director of Golf	561.653.6362, Ext 7032
Director of Tennis	561.653.6362, Ext 7301
The Golf Academy	
The Sports Pro Shop	
Family Entertainment Center	561.653.6362, Ext 7691
The Spa	

BREAKERS WEST

General Manager	561.653.6329
Membership Office	561.653.6333
Membership Sales Manager	561.653.6323
Director of Golf	561.653.6321
Golf Pro Shop	561.653.6320
Head Tennis Professional	561.653.7917
The Grille Room	561.653.6340
Family Activity Center	561.653.6330

THE BREAKERS DINING COLLECTION

The Circle	561.653.6362, Ext 7865
The Beach Club Restaurant	561.653.6362, Ext 7940
Henry's Palm Beach	561.206.1896
HMF	561.659.8480
The Italian Restaurant	561.653.6362, Ext 7863
Ocean House	561.653.6362, Ext 7951
Seafood Bar	561.653.6362, Ext 7732
Echo	561.802.4222
Flagler Steakhouse	561.659.8471

*Must hit 1 before any extension