

THE GATEWAY CLUB
Member Policies



The Gateway Club Policies

Mission Statement:

To achieve excellence in service, in cuisine and to create an experience awakening the senses and fulfilling even the unexpected wishes and needs of our members and their guests.

Contents:

i.	Use of Club Facilities and Standards of Conduct	Standards of Conduct	3
ii.	General Matters		3
	a. Applicability	3	
	b. Compliance	3	
	c. Designation to Membership Category	3	
	d. Building Functionality	3	
	e. Membership is a Privilege	4	
	f. No Ownership	4	
	g. Club's Right to Terminate	4	
	h. Member's Right to Terminate	4	
	i. No Assignability	4	
	j. Payment of Dues, Fees and Charges	4	
	k. Smoking	5	
	l. Damaged, Lost or Stolen Property	5	
	m. Additional Policies	5	
	n. Complaints	5	
1.	Board of Governors		6
2.	Entry to the Club		6
3.	Payment Options		7
	a. Dues Payments	7	
	b. Goods & Services Payments	7	
	c. Renewal Procedures	7	
	d. Refund Policies	7	
4.	Facility Rental		8
5.	Communications		8
6.	Members & Minor guests		8
7.	Alcohol Policy		
8.	Dress Code		8
9.	Member Events		8
10.	Hours of Operation		9
11.	Cell Phone Usage		9
12.	Valet Parking		9
13.	Gratuity		9
14.	Animals		9
15.	Enforceability		9
	Membership Categories, Dues, Fees & Charges		Appendix A
	Facility Rental Information		Appendix B

i. Use of Club Facilities and Standards of Conduct

In these membership rules and policies, the term Club means The Gateway Club, a social and business club that is owned and operated by The Gateway Club, Inc. (hereinafter the "Club Management"), and the term Member means all members of the Club, including, but not limited to, new members, current and/or existing members. In addition, the term Club Rules means, collectively, these membership rules and policies, along with all other Club policies, rules, regulations, notices, and procedures, as enacted, modified, or supplemented from time-to-time.

Standards of Conduct: All Members and their guests must act and conduct themselves in a cordial and respectful manner at the Club, during Club events, or at any other time while on Club premises. Disrespectful, rude, boisterous, vulgar, derogatory, violent, threatening, or otherwise inappropriate conduct, behavior, or language will not be tolerated. Members will not engage in any harassing or discriminatory conduct directed at any other Member, guest, or Club employee. Members are responsible for the conduct and actions of their guests. The Club reserves the right to exclude any Member or guest from Club premises, or to refuse service to any Member or guest, at the Club's sole discretion. If asked to leave Club premises, the Member or guest must immediately comply with the request.

ii. General Matters

Applicability: The Club Rules apply to all Members of the Club. Application for membership in the Club, or the maintenance, or continuation of membership in the Club, or the use of the Club, its facilities, or services as a Member, or the payment of any fees, dues, or charges to the Club by a Member constitutes the Member's acknowledgment

Compliance: Each Member agrees to obey and be bound by all of the Club Rules. The Club reserves the right to modify or supplement the Club Rules, and to enact new rules, at any time, at its discretion. Each Member is responsible for being familiar with all Club Rules, as modified or supplemented. Members are also responsible for ensuring that their family and guests are familiar with and obey all Club Rules.

Designation of Membership Category: Each Member is responsible for ensuring that the Member has been assigned to the appropriate membership category in the Club. The current categories of membership in the Club are listed in the section entitled Membership Categories, Dues, Fees, and Charges, set forth below. If at any time the Club learns that a Member has been assigned to the wrong membership category, the Club may transfer the membership to the appropriate category and charge the Member for the difference in dues and fees, which will become immediately due and payable. The Club's failure to transfer or delay in transferring a membership to the appropriate membership category is not a waiver of its right to do so. The Club reserves the exclusive right to make new designations or categories of membership from time to time, at its sole discretion.

Building Functionality: All levels of the Club are available for Members and their guests. Level one is reserved for Members and guests only while levels two and three are open and available to non-members when approved by the Club Management.

Membership is a Privilege: The Club is a private membership club comprised of an association of persons for social and business purposes. Club facilities and services are limited to Members and their guests and are not open to the general public without prior approval from Club Management. All membership must be approved by the Membership Committee and the Club Management. Membership conveys privileges in the Club and its facilities, but not any rights, and does not have any independent monetary value.

No Ownership: Membership in the Club does not give the Member any ownership or property interest in the Club, or in any entity or organization that owns or operates the Club, or in any of the Club's real estate and improvements, or other real or personal properties or rights. A Member has no voting interest or right to participate in the Club's management or governance. A Member is not entitled to any distributions or share in any of the Club's assets, profits, or income.

Club's Right to Terminate: No person has any right or guarantee to membership or to continued membership in the Club. The Club may cancel any Member's membership at any time, for any reason, or for no reason, with or without cause, at its sole discretion. If the Club Management deems it necessary to terminate a membership contract at any time during the membership cycle, the Club must notify the member in writing. Any appeals made to this termination by the member must be in writing and shall be reviewed by the Board of Governors and the Club Management. To be reinstated, a terminated member must have written approval from the Board of Governors and the Club Management. If successfully appealed, the member will be reinstated and may complete the current membership cycle and is responsible for any unpaid fees to date. The Club will not pay or be obligated to pay any monetary amount to any person for the cancellation of a membership.

A Member's Right to Terminate: A member, for any reason, may terminate a membership at the renewal date with no penalty. If a member wishes to terminate a membership before a scheduled renewal date, the member shall report this wish to the Director of Membership or General Manager. Membership is an annual contract. Dues will not be refunded nor terminated early. The Club reserves the right to collect any unpaid dues based on the annual membership contract. If a 12-month commitment was signed the member may cancel up to one month after the end of such 12-month contract. If the cancelled member is to re-join the Club within 6 months, there will be a processing fee of \$100.00. After 6 months of being cancelled, the whole initiation fee will apply.

No Assignability: Membership in the Club may not be assigned to any person or entity without express written permission by Club Management.

Payment of Dues, Fees, and Charges: Members must pay all applicable membership dues, fees, and charges. Annual Membership dues may be paid in twelve (12) monthly installments, each installment payable in advance on the first day of each calendar month. Members are obligated to pay all fees and charges to their accounts, and are also responsible for any charges made by their guests. The Club will charge/debit monthly installments, fees and charges to the credit card or bank account of the member's choice. Dues installments will be charged/debited on the first business day of the month. Food and/or service charges will be charged/debited on the first business day following receipt of the goods and/or services.

Any Member's Club account which is not paid within (30) days after the date of the monthly statement shall be considered delinquent. Past due bills will be subject to a one and one half percent (1.5%) late payment charge per month, but not to exceed the amount permitted by law. The late payment charge shall accrue 30 days from the date of the monthly statement until the account is paid in full. An additional \$50 service charge will be applied each month until the bill is paid in full.

- After 60 days, the Member or his or her family or guests will not be allowed to charge any additional amounts to the Member's account. Payment of the overdue balance will reinstate charging privileges.
- After 90 days from the date an account is billed or repeated incidents of delinquency by a member, the Club may, at its option, take whatever action it deems necessary to effect collection. Members having past due accounts may be charged a reinstatement fee at the discretion of the Club to reactivate an account in the amount of \$25.
- If the Club takes any legal or formal action to recover any unpaid amounts, or if any account is referred to any attorney or agency for collection, the Member will also be obligated and agrees to pay all attorney's fees, administrative fees, collection costs, court costs, and expenses incurred by or on behalf of the Club in connection with the action. A Member's failure to timely pay any amount owed to the Club gives the Club the right to exercise any remedy available to it under Club Rules or applicable law, including, but not limited to, the right to terminate the Member's membership.

The Club will assess a \$40 service fee for items that are returned uncollected from the member's bank.

Smoking: The Club and its property is a non-smoking facility. However smoking (including cigars) will be allowed in the cigar lounge on the Mezzanine level of the club.

Damaged, Lost, or Stolen Property: Damage to Club property or the property of others is strictly prohibited. Each Member is responsible for and agrees to pay for all costs and expenses associated with damage to property caused by the Member or the Member's guest, including, but not limited to, repair or replacement costs, and any other cost or loss, as determined by the Club in its sole discretion. The Club is not responsible or liable for any lost, stolen, or damaged property of any Member or guest. Members and guests expressly waive and release the Club from any and all claims and liability related to or in any way associated with lost, stolen, or damaged property.

Additional Policies:

Additional Policies will be published as facilities are completed.

The club may amend additional rules and regulations from time to time without notice.

Complaints:

Complaints or suggestions concerning the management, service or operation of the club should be in writing, signed by the Member and addressed to the General Manager. Errors in billing charges should be directed to the attention of the Director of Operations.

Members and their guests may not abuse any Club employee, verbally or otherwise. All employees are under the supervision of the General Manager and no member or guest shall reprimand or discipline any employee or cause the employee to leave the Club for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.

1. Board of Governors

The Board of Governors of The Gateway Club (Club) is an advisory council designed to guide the Club Management in member policy. The primary roles of the Board of Governors are to: attract and retain membership; advise Club Management in member policy decisions. Board of Governors members are not officers in the corporation and therefore can not be held financially responsible in Club matters nor make hiring or firing decisions in regards to the Club Management or staff. The Board of Governors terms are 12 months. Board Members may serve two consecutive terms. The Club Management will determine who shall serve on the Board and reserves the right to change the structure as deemed necessary.

Structure: The Board of Governors is comprised of Club members invited by Club Management.

Executive Committee (EC): The EC is comprised of individuals chosen by the Club Management to develop and submit the following items for full Board of Governors review: Mission Statement, By-Laws, Member Policies, Committees. The EC shall submit these items for review by the full Board of Governors for revisions, suggestions and final approval by the Club Management. The EC shall review policies and make revisions to policies on an as needed basis. The revisions shall be presented to the full Board of Governors and Club Management for adoption. The Club Management will determine who shall serve on the EC and the length of their term.

2. Entry into the Club.

Membership to the Club is by invitation and is a privilege. Members may refer individuals and organizations that they feel will use and enjoy the benefits of the Club. The first 250 members will be considered the Founding Members. These members will be accepted and approved by means of their referrals and by Club Management. After the Founding Members are established, the Membership Committee (MC) of the Board of Governors will review each application, make a determination and suggest acceptance or rejection to the Club Management.

Acceptance to Club Membership: Acceptance will be complete when the following items are in place: Club Management Approval, Signed Pledge, Initiation Payment, New Member Survey, Payment Option initiated. Upon completion of all of the above, a welcome letter will be sent to the new member from the Club Management. If the MC does not approve an application for membership, the Club Management reserves the right to extend membership without the MC's recommendation.

Rejection to Club Membership: The MC and the Club Management will not reject applicants based on any of the following: race, gender, ethnicity, national origin, religion, color sex, age, handicap, veteran status or disability. If the Board of Governors and the Club Management or the Club Management alone rejects the application, a written letter of rejection will be mailed to the applicant with any refund necessary.

3. Payment Options

Dues Payments – Annual Dues may be paid monthly.

- Dues will be billed to the credit/debit card or bank account of the Member's choice on the 1st business day of each month.
- A quarterly statement will be emailed to the member recording all charges.

Goods & Services Payments

- Member's credit/debit card or bank account of choice will be billed the first business day following receipt of goods & services.
- (Example: Monday night dinner will be billed to card the next day, Tuesday. Friday dinner will be billed on Monday)
- A quarterly statement will be emailed to the member recording all charges.

Renewal Procedures

- 60 days prior to renewal, the member will receive notice of renewal with the option of updating member information.
- If no changes are necessary and the member wishes to renew the membership, no action is necessary.
- If changes are necessary, the member will update and return the information to the Club.
- If the member wishes to cancel the membership, then the form indicating cancellation must be returned to the Club prior to the renewal date.

Refund Policies

- **Initiation Fees:** If, during the first 60 days of opening, a Member wishes to cancel membership due to failure to meet expectations, any initiation fees paid will be refunded.
After 60 days, the initiation fee will not be refunded and the member is responsible for fulfilling the annual membership.
- **Dues:** Membership is an annual contract. Dues will not be refunded nor terminated early.
- **Lifetime or Trust Membership:** While these memberships are not designed to be refunded, if, due to death or relocation, the Member no longer needs the services of the Club, the refund schedule is as follows:

Up to the end of the 1st year	\$9,000
During the 2nd year	\$8,250
During the 3rd year	\$6,500
4th year	\$4,750
5th year	\$3,000
6th year	\$2,500
7th year	\$2,000
8th year	\$1,500
9th year	\$1,000
10th year	\$500

All refunds must be given approved in writing by the Club Management.

4. Facility Rental

Members may rent the facilities for personal or business use. The standard room charge will be waived for the ballroom. Members receive the first two hours free in any room of the Business District. However, Food and Beverage minimums must be met by the Member for the Grand Ballroom. Members may use their \$50 credit toward these expenses. Please contact the Events Coordinator for minimums. For further terms of usage for the Business District, see Appendix B.

5. Member Lists & Communication

The Club shall not distribute nor sell its membership list outside of the Club nor to other Club members. The Club will confirm membership upon request. The Club will communicate upcoming events and specials through email and print media. An in-house roster comprised of those members choosing to be listed will be made available on the "Members Only" portion of the website.

6. Minor Members and Guests

Minor members and guests are defined as any family member or guest of a Member who is under the age of 18.

Unattended Children: Members and guests under the age of 16 shall be allowed in the Club only with parents or under the supervision of another Member over 21. On occasion, there may be age appropriate events where children 12-16 will be allowed without parental supervision.

7. Alcohol Policy:

- The Club reserves the right to ask for identification from any Member or guest when that server is unsure of age.
- The Club will not serve alcohol to anyone under the age of 21 per North Carolina law.
- The Club reserves the right, in its sole discretion, to refuse service to any person at any time for any reason.
- Alcoholic beverages will not be served, sold nor permitted to be consumed at the Club in any manner prohibited by law.
- All food and beverage consumed on the Club property must be furnished by the Club unless otherwise permitted.

8. Dress Code

Club Casual is appropriate at the Club at any time with the following exception:

Friday & Saturday Evenings (after 6:00 pm) Club Dress

9. Member Events

During the year, the Club shall provide Member Events that take place in different parts of the building that are Members only. These events will be announced and will typically require tickets and reservations to attend.

10. Hours of Operation

Dining Hours

Monday – Thursday	7:00 am - 9:00 pm
Friday – Saturday	7:00 am - 10:00 pm
Sunday	10:00 am - 9:00 pm

Business Hours

Monday – Friday	9:00 am - 5:30 pm
-----------------	-------------------

11. Cell Phone Usage

Members and their guests are encouraged to switch their cell phones to vibrate when in the Club and to avoid placing or receiving calls while in the fine dining section of the restaurant during dinner. If calls are required, members and guests are encouraged to make use of one of the private spaces in the club to complete the call.

12. Valet Service

Valet service will be available during peak hours and special members' events. Tipping is not required.

13. Gratuity

20% gratuity will be added to all food & beverage items.

14. Animals

Animals (with the exception of service animals) are not permitted within the Club facility.

15. Fee Structure

Fee structures are set forth in Appendix A are subject to change with 30 days notice to guests, members and staff.

16. Enforceability

a. Modification - Any modification or waiver of any of the provisions as set forth shall be effective only if made in writing and executed with the same formality. The failure of either party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

b. Severability - That if any provision of these provisions are held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

c. Attorney's Fees – In the event a club member breaches any of the terms of these provisions, the breaching party shall be required to pay all reasonable attorney's fees resulting in the enforcement of said provisions. At a minimum, enforcement shall be defined from the point of correspondence to the docketing of judgment in regard to debt collection, damage to real property or other tortuous conduct.