



**THE CUMBERLAND CLUB
CODE OF CONDUCT
JANUARY, 2013**

PREAMBLE

The Club has established this Code to protect the Club and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Board may amend this Code from time to time, and publish supplemental "House Rules" which explain, restate, and augment the Code. Such "House Rules" are to be considered part of this Code of Conduct.

GENERAL CLUB RULES

1. Members, their families, their guests, and all persons using the Club Facilities shall abide by this Code of Conduct as it may be amended from time to time.
2. The personnel of the Club, or designated agents, have full authority to enforce this Code and report any infractions to the management of the Club and/or the Board of Directors.
3. The Club urges all members to submit changes to their current information on the website, and also to our Office Manager.
4. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs. The Club reserves the right to close the dining room and bar areas to hold private events, weddings and other events or to otherwise reserve or restrict use of the Club Facilities. Certain areas of the Club may be designated as "member only" areas.
5. In order to protect the Club and its members and guests, the Club is not permitted to sell or serve any alcoholic beverages in any manner prohibited by law. The Club also reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated. A member or guest should contact a Club staff member if they need assistance leaving the Club and arrangements will be made at the member's expense.
6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.
7. Smoking inside the Cumberland Club is not permitted. Ash urns are located outside the back entrance for smoking.
8. Employees are not permitted to deliver food to locations away from the immediate area of the clubhouse or other designated areas of the Club unless given permission by Club management.
9. Club bulletin boards are for the promotion of Club events, notices, etc. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Board of Directors.

10. Members may not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.
11. As a courtesy to other members, cell phones should not ring at the Club facilities. Cell phones should be placed on "vibrate" or turned off while at the Club. Cell phone conversations are restricted to the phone booths on the first floor, the meeting rooms on the second floor or outside the Club. Speaker phone use is prohibited unless in use while in a private dining room with the door closed. The use of cell phones is not permitted in any member dining areas.
12. The use of laptop computers, electronic tablets and cell phones for the purpose of checking emails and texting is permitted as long as no sound is emitted.
13. Dogs or other pets (with the exception of Seeing Eye dogs) are not permitted at the Club. Members and guests are responsible for damage caused by an animal owned by the member or guest or under the member's or guest's control.
14. To insure that member feedback, positive or constructive, is received, members are asked to communicate directly with the General Manager.
15. Please report to Management incidents when an employee is not rendering courteous and prompt service. Please remember that all service employees of the Club are under the supervision of the General Manager and no member or guest shall reprimand or discipline any employee, nor shall they request an employee to leave the Club Facilities for any reason.
16. Members are not permitted to hire Club employees if it is determined that it may cause a conflict with the employee's duties and responsibilities at the Club.
17. Automobiles parked on Club property must be parked within designated parking areas. All vehicles parked in the double spots must pull up to the curb to permit other members to park behind. When parking behind another member's vehicle, keys must be left with the front desk to ensure expedited moving of cars by a staff employee if needed.
18. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, sexual orientation, physical challenge, or marital status.
19. The use of inappropriate, loud or boisterous language is prohibited.
20. Members are expected to act with civility in both word and deed toward one another.

21. Membership entitles the member and immediate family to use the Club Facilities. The immediate family includes the spouse or companion and the unmarried children living at home or attending school on a full time basis. Children of members lose Club privileges after reaching their 23rd birthday. An unmarried child who is enrolled in full-time graduate school may have Club privileges until their 25th birthday, provided that documentation (current official class schedule) is provided to the Club.

MEMBER DUES AND CHARGES

1. A member is entitled to charge privileges at the Club so long as his or her membership is in good standing. Payments can be made in the form of Cash, Credit Card or by Check.
2. All food, beverage, merchandise, and services of the Club charged to the member's Club account will be billed monthly and each member's Club account shall be due and payable prior to the 20th day of each month.
3. If a member fails to pay any Club account within thirty (30) days, a finance charge of 18% annual (1.5% monthly) will be charged. The Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of ninety (90) days from the date a Club account is first or repeated incidents of delinquency by a member may result in termination of membership in the Club.
4. If payment in full, including any reinstatement fees owed by a member, is received prior to the Club's terminating a membership, the member making payment shall be reinstated as a member in good standing.
5. If the Club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.
6. Errors in billing charges should be directed to the attention of the Office Manager.

CLUB SERVICES AND ACTIVITIES

1. Members are encouraged to use Club Facilities for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are asked to contact the Office Manager to make reservations for available dates and arrangements.
2. Private non-member functions will be permitted once permission from the Club is received. The member sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.
3. Special events and functions may be scheduled from time to time at the discretion of the Club.
4. The Club will entertain the possibility of opening on a day in which it is normally closed on a case-by-case basis.

RESERVATIONS AND CANCELLATIONS

1. Reservations are required for most activities of the Club and are taken on a first-come, first-served basis. Special requests for table locations will be honored if possible, but not guaranteed.
2. The Club requests that reservations be cancelled no less than 48 hours (depending on the particular event) in advance; in some cases a cancellation fee may apply.
3. Reservations for banquets and special events must be made in advance with the General Manager or Office Manager.

RESIGNATION OF MEMBERSHIP

1. Subject to the provisions of the membership agreement, a member may resign membership in the Club by delivering written notice of resignation to the Club's General Manager or Club Secretary. Written letters of resignation must be received at least 30 days in advance. Any outstanding account balances must be paid prior to resignation.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Members and their guests assume sole responsibility for their property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities, whether in the pre-purchased lockers or elsewhere. This includes automobiles parked in the Club parking lot.
2. No person shall remove from the Club any property or furniture belonging to the Club without proper written authorization. Every member or guest of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, his or her guest or any family member or by a guest of the Club. In the case of a member, the cost of such damage shall be charged to the responsible member's Club account.

SERVICE CHARGE

1. For the convenience of all members, a gratuity percentage is added to all food and beverage sales. No further tipping is necessary or encouraged.

CHILDREN

1. Children under 21 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.
2. Members are responsible for the conduct and safety of their children when at the Club. Members are responsible for any damage to Club property caused by their children or guests of their children.

ATTIRE

It is expected that members will dress in a fashion befitting the surroundings and atmosphere of our Club. Shirts and shoes must be worn at all times. It is also expected that members shall advise their guests of our dress requirements.

Denim, in good repair (no holes/rips, tattered hems, etc.), is acceptable. Mock and/or designer collarless gentlemen's shirts are acceptable. Short pants for men are not acceptable.

GUEST PRIVILEGES

1. All guests must be accompanied by the member, unless given prior approval by Club management. Any individual using the Club Facilities as a guest must be registered by the sponsoring member with the Club.
2. Guest charges for any services will be charged against the sponsoring member's Club account or may be paid by the guest(s) by credit card.
3. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club.

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to endanger the welfare, safety, harmony or reputation of the Club or its members, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with membership suspended or terminated by the Club. The Board of Directors shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation:
 - a) failure to meet eligibility for membership
 - b) submitting false information on the membership agreement
 - c) failing to pay any amount owed to the Club in a proper and timely manner
 - d) failing to abide by the Code of Conduct as set forth herein and as established by the Club from time to time
 - e) abusing Club personnel or employees
 - f) abusing fellow Club members
 - g) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club
 - h) any criminal acts involving Club property.