

Rules And Regulations of Forked Lightning Raquet Club, A New Mexico Non-Profit Premier Racquet Club

Article 1. Purpose, Authority, And Scope

1. **Purpose.** These Rules and Regulations (the "Rules") govern the use, operation, and conduct of members, guests, and invitees at Forked Lightning Racquet Club, a private racquet club located in the State of New Mexico (the "Club"). The Club operates as a private membership facility and maintains a New Mexico club liquor license issued under applicable New Mexico alcoholic beverage control statutes and regulations (the "Club Liquor License"). These Rules are intended to:

- A. Establish orderly procedures for membership, use of facilities, and participation in Club activities.
- B. Promote safety, sportsmanship, and respect among all persons on the Club premises.
- C. Ensure that all alcoholic beverage service and consumption on the Club premises is conducted in strict compliance with New Mexico law and in a responsible manner.
- D. Protect the legal and financial interests of the Club, its officers, directors, employees, and members.
- E. Designate the FLRC Lightning Lounge Club as an official subsidiary group of the Club, and outline membership details of the FLRC Lightning Club.
- F. Designate the FLRC Club as an official subsidiary club of the Club, and outline membership detail of the FLRC Club.

2. **Authority.** These Rules are adopted by the Board of Directors or other governing body of the Club (the "Board") pursuant to the Club's organizing documents (including, as

applicable, its articles of incorporation, bylaws, and operating policies). The Board retains the exclusive authority to interpret, enforce, amend, supplement, or repeal these Rules, and to adopt additional policies, procedures, and guidelines.

3. **Scope And Application.**

A. These Rules apply to:

- i. All members of the Club, regardless of membership category.
- ii. All guests, bona fide guests, invitees, and other persons present on or using the Club premises.
- iii. All activities sponsored by or conducted under the auspices of the Club, whether on or off the Club premises, to the extent applicable.

B. Each member is responsible for:

- i. Familiarizing themselves with these Rules.
- ii. Ensuring that their family members, guests, and invitees comply with these Rules.
- iii. Complying with all applicable federal, state, county, and municipal laws, ordinances, and regulations while on the Club premises or participating in Club activities.

4. **Amendments.** The Board may amend these Rules at any time, with or without prior notice, if the Board determines that such amendment is necessary or appropriate to comply with law, ensure the safe and efficient operation of the Club, or further the Club's purposes. The Club will endeavor to provide timely notice of material amendments to the membership, but any such amendment shall be effective on the date adopted by the Board or such later date as the Board may specify.

5. **Definitions.** For purposes of these Rules:

- #### A. "Club premises" means all land, buildings, tennis courts, practice areas, parking lots, walkways, patios, and any other real or personal property owned, leased, or otherwise controlled by the Club.

- B.** "**Member**" means any individual or entity that has been accepted for membership by the Club in any recognized membership category and whose membership has not been suspended or terminated.
- C.** "**Guest**" means any person who is not a Member but is present on the Club premises at the invitation of, and under the sponsorship and supervision of, a Member, or as otherwise authorized by the Club.
- D.** "**Alcohol**" or "**alcoholic beverages**" means any beverage containing alcohol that is regulated under the New Mexico alcoholic beverage control laws.
- E.** "**Minor**" means any person under twenty-one (21) years of age for purposes of alcoholic beverage consumption, and any person under eighteen (18) years of age for purposes of facility supervision and safety rules, unless otherwise specified.

Article 2. Membership

1. Eligibility And Categories.

- A.** Membership in the Club is a privilege, not a right. Membership is open only to individuals (and, if applicable, entities) who meet the Club's eligibility requirements as established by the Board from time to time and who are approved in accordance with the Club's membership procedures.
- B.** The Club may establish one or more membership categories (for example, individual, family, junior, senior, corporate, non-resident, and such other categories as the Board may determine), each of which may have distinct rights, privileges, benefits, restrictions, initiation fees, dues, and other financial obligations as determined by the Board.
- C.** The Board retains complete discretion to accept or reject any application for membership, and to set limits on the number of members in any category.

- D.** Membership in the Club provides access to the subsidiary group FLRC Lightning Lounge Club for Members that are over 21 years of age and meet the FLRC Lightning Lounge Club's membership requirements.

2. Application And Acceptance.

- A.** Prospective members shall submit a completed membership application on a form approved by the Club, provide any supporting information reasonably requested, and pay any applicable application or initiation fee.
- B.** By submitting an application, the applicant:
 - i. Represents that all information provided is true, correct, and complete.
 - ii. Acknowledges that these Rules and any other Club policies, as amended from time to time, are binding upon acceptance of membership.
 - iii. Consents to the Club's verification of references and background information to the extent permitted by law.
- C.** Membership shall be deemed accepted only upon:
 - i. Approval by the Board or its designee in accordance with Club procedures.
 - ii. Payment in full of any required initiation fee and the first installment of dues and charges, as applicable.
 - iii. Issuance of written or electronic confirmation of membership by the Club.
- D.** Membership to the FLRC Lightning Lounge Club shall be deemed accepted only upon:
 - I. Issuance of a personal identification card.
 - II. Approval from Club management that the Club Member is of legal drinking age.

3. Term and Cancellation.

- A.** The term of the membership shall be month to month. The membership will automatically renew each month until cancelled by the member or terminated by the Board.
- B.** A member may cancel their membership 30 days before the renewal by speaking with a Club Concierge team member. If a member cancels their membership and subsequently seeks to rejoin the Club, they shall be required to submit a new application and meet all the requirements in effect at the time of acceptance, **including paying the applicable initiation fee.**

4. Dues, Fees, And Charges.

- A.** Members shall pay such initiation fees, periodic dues, assessments, guest fees, court fees, event fees, and other charges (collectively, "Club Charges") as may be established, and revised from time to time, by the Board.
- B.** Club Charges shall be due and payable on the dates and in the manner specified by the Club's billing policies. The Club may permit payment by electronic transfer, or credit card. If the member chooses to pay by credit card an additional 3% processing fee will be charged.
- C.** Failure to timely pay any Club Charges may result in:
 - i. Late fees and finance charges.
 - ii. Suspension of playing privileges and access to the Club premises.
 - iii. Suspension of membership to FLRC Lightning Lounge Club.
 - iv. Termination of membership, after notice and an opportunity to cure as set forth in these Rules or in the Club's billing policies.
- D.** The Club may, in its sole discretion, offer payment plans, hardship arrangements, or temporary abatements of dues, but no such accommodation shall create an entitlement or precedent for any other member.

- E. If a member provides the Club with a letter from a licensed medical physician indicating that the Member is unable to safely exercise due to a medical condition, the Club will immediately grant the Member a medical leave plan.
 - i. The term of the medical leave plan is no more than six (6) months.
 - ii. If the member is not medically cleared by the physician to resume physical activity at the end of the six (6) month period, the member may petition the board for additional time. Whether additional time is granted to the member is at the sole discretion of the board.
 - iii. The member will be required to pay half of their monthly fees while on medical leave.

5. Membership Cards and Identification.

- A. The Club may issue membership cards or other forms of identification to Members and, in its discretion, to eligible family members.
- B. Members must present their membership card or other Club-approved identification upon request by Club staff or management, particularly when:
 - i. Checking in at the front desk.
 - ii. Reserving or using tennis courts and facilities.
 - iii. Ordering or consuming alcoholic beverages.
- C. Membership cards are personal to the Member and may not be transferred, loaned, or used by any other person. Misuse of membership cards may result in disciplinary action, including suspension or termination of membership.
- D. Membership cards for FLRC Lightning Lounge Club members may be issued electronically, and once received may not be transferred, loaned, or used by any other person. Misuse of FLRC Lightning Lounge Club membership cards will result in loss of all privileges to consume alcohol on the Club's premises.

6. Member Obligations.

- A. Each Member shall:

- i. Comply with these Rules and all other published Club policies and directives of Club staff acting within the scope of their authority.
 - ii. Ensure that their family members, guests, and invitees comply with these Rules.
 - iii. Conduct themselves in a courteous, respectful, and sportsmanlike manner at all times on the Club premises.
 - iv. Refrain from any conduct that is abusive, harassing, discriminatory, dangerous, disruptive, or otherwise detrimental to the Club, its staff, its property, or other Members and guests.
 - v. Promptly report to Club management any accident, injury, unsafe condition, or material damage to Club property of which they become aware.
- B.** Any behavior that endangers others, creates a risk of injury, or damages Club property is strictly prohibited and may result in immediate removal from the premises and disciplinary action.

7. Non-Transferability of Membership.

- A.** Unless expressly authorized in writing by the Club, memberships are personal to the Member and may not be sold, assigned, transferred, pledged, or otherwise encumbered.
- B.** Upon termination of membership for any reason, the Member shall have no further right, title, or interest in or to the Club, its property, or any Club assets, and shall not be entitled to any refund of dues or fees except as expressly required by law or as expressly provided in a written agreement with the Club.

Article 3. Guests

1. Guest Privileges.

- A.** Members may invite guests to use the Club premises and facilities, subject to:

- i. Compliance with these Rules.
 - ii. Payment of any applicable guest fees or usage charges established by the Club.
 - iii. Members are permitted four (4) complimentary guest passes annually. No individual guest will be allowed in the Club more than twice annually. Management reserves the right to amend the guest pass policy without notice.
- B.** Guest privileges are a conditional courtesy and may be modified, restricted, or revoked at any time by the Club, with or without cause.

2. Guest Registration.

- A.** All guests must be signed in at the front desk, reception, or other designated location upon arrival at the Club premises.
- B.** All guest must sign a liability waiver before being permitted on the Club premises.
- i. Liability waivers may be executed at the door upon entry to the Club.
- C.** At the time of registration, the Member sponsoring the guest shall:
- i. Provide the guest's name and contact information as requested by the Club.
 - ii. Confirm that the guest has been informed of, and agrees to comply with, these Rules.
 - iii. Identify any minors and confirm that appropriate supervision arrangements are in place.
- D.** The Club may require guests to present valid government-issued identification, particularly if the guest will be in any area where alcoholic beverages are served or consumed.

3. Responsibility For Guests.

- A.** Each Member is fully responsible and liable for:

- i. The conduct of their guests on the Club premises.
- ii. Any damage to Club property caused by their guests.
- iii. Any unpaid guest fees or other charges incurred by their guests.

B. Misconduct by a guest may be treated as misconduct by the sponsoring Member and may result in disciplinary action against the Member, including suspension or termination of guest privileges or membership.

4. Guest Fees.

A. Guest usage fees shall apply as established by the Club from time to time and may vary based on:

- i. The time and duration of the guest's visit.
- ii. The facilities used (e.g., tennis courts, fitness facilities, social areas).
- iii. Special events or tournaments.

B. Guest fees shall be charged to the sponsoring Member's account or otherwise paid pursuant to Club billing policies.

5. Limitations On Guest Use.

A. The Club may impose reasonable limitations on guest privileges, including but not limited to:

- i. Maximum number of guest visits per year per Member.
- ii. Exclusion of guests during peak usage hours or special events.
- iii. Restrictions on guest participation in Club leagues, ladders, and teams.

B. The Board or Club management may deny admission or ask any guest to leave the premises at any time if the guest:

- i. Violates these Rules or any applicable law.
- ii. Appears intoxicated or engages in disorderly, unsafe, or disruptive conduct.
- iii. Creates, in the reasonable judgment of Club staff, a risk to themselves, others, or Club property.

Article 4. Court Use And Reservations

1. General Court Access.

- A.** Courts are available for use by Members and authorized guests during posted operating hours, subject to these Rules, maintenance schedules, weather conditions, and Club programming (including, without limitation, lessons, clinics, leagues, and tournaments).
- B.** Courts are available on a first-come, first-served basis unless reserved in advance through the Club's reservation system or expressly blocked for events or maintenance.

2. Reservations.

- A.** The following court reservation rules shall apply to all members:
 - i.** All courts can be reserved five days (5) days in advance, beginning at 8:00 am.
 - ii.** In the event a Member wishes to cancel an outdoor court reservation, a four (4)-hour notice must be given to the Club. Penalties or restrictions may be imposed for consistently not cancelling reservations within the four-hour period.
 - iii.** In the event a Member wishes to cancel an indoor court reservation, a twenty-four (24)-hour notice must be given to the Club. If the member cancels the court reservation less than 24 hour prior to the reservation, the Club will make a reasonable effort to rebook the indoor court. If the court cannot be rebooked the Member will be responsible for the court fee.
 - iv.** If a Member who has reserved a court does not arrive at their reserved court within fifteen (15) minutes after the time they reserved, they forfeit that court reservation.

- v. Members may not reserve courts for greater than one and one-half (1.5) hours.
- vi. Members may play past their reservation time on any available outdoor court if another member has not booked the court.
- vii. The Club will establish, charge and collect fees for use of all indoor courts.
- viii. To allow free passage to the next group of players who have reserved a court, Members should be courteous and exit the court and the indoor court enclosure promptly at the end of their reservation time.

3. Cancellations And No-Shows.

- A.** Members who cannot keep a reservation must cancel 24 hours prior to the reservation or may be charged the court fee if it is for an indoor court.
- B.** The Club may adopt a no-show policy, which may include:
 - i. Recording no-shows for Members who fail to appear without timely cancellation.
 - ii. Imposing fees or restrictions on Members with repeated no-shows.
 - iii. Temporarily limiting reservation privileges for chronic offenders.

4. Court Etiquette And Conduct.

- A.** All play shall be conducted in accordance with generally accepted tennis etiquette and the rules of the sport.
- B.** Members and guests shall:
 - i. Speak in moderation and refrain from loud, abusive, or profane language.
 - ii. Avoid disruptions to play on adjacent courts (e.g., controlling children, minimizing entry and exit during points, promptly retrieving stray balls).

- iii. Comply with any posted court usage guidelines and directives of Club staff.

5. Attire And Equipment.

- A. Proper tennis attire must be worn on the courts. The Club may define acceptable clothing by policy or signage (for example, collared shirts or appropriate athletic tops, tennis shorts or skirts, and other non-offensive and non-abrasive apparel).
- B. Only non-marking tennis shoes are permitted on the courts to protect court surfaces and reduce the risk of injury.
- C. Only tennis-related activities are permitted on the courts, including tennis drills, lessons, and practice. Other sports or activities (such as soccer, rollerblading, or non-tennis ball games) are prohibited on the courts unless expressly authorized by Club management in advance.

6. Court Maintenance And Safety.

- A. Members and guests shall:
 - i. Refrain from dragging chairs or other objects on the courts.
 - ii. Remove trash and personal belongings from the court after use.
 - iii. Notify Club staff promptly of any damage or unsafe conditions (e.g., loose net posts, foreign substances, or damaged surfaces).
- B. The Club may temporarily close courts for maintenance, repair, resurfacing, weather-related safety concerns, or other reasons determined by Club management. Such closures may occur without advance notice when necessary to protect safety or prevent damage.

Article 5. Alcohol Service Under New Mexico Club Liquor License

1. Compliance With Law.

- A.** The Club holds, or operates under, a New Mexico Club Liquor License and shall operate all alcoholic beverage service strictly in compliance with:
 - i. The New Mexico alcoholic beverage control statutes and regulations.
 - ii. All conditions and restrictions imposed by the issuing authority.
 - iii. Any applicable county or municipal ordinances or regulations.
- B.** These Rules are intended to be consistent with applicable law and license conditions. In the event of any conflict between these Rules and applicable law, the latter shall control.

2. Designated Service And Consumption Areas.

- A.** Alcoholic beverages may only be served and consumed within those areas of the Club premises that are designated and approved for alcoholic beverage service under the Club Liquor License (the "Licensed Premises").
- B.** Members and guests shall not carry alcoholic beverages outside the Licensed Premises.
- C.** Open containers of alcoholic beverages are prohibited in parking areas, vehicles, and any other areas not authorized under the Club Liquor License.
- D.** No glass containers of any type are permitted to be brought in the dome or on the tennis, pickleball, or padel courts at any time, unless authorized by Club management for special events or fundraisers.
- E.** Glass containers are restricted to the Clubhouse lobby and certain outside areas as designated by management.

3. Age Restrictions And Identification.

- A.** No person under twenty-one (21) years of age shall purchase, possess, or consume alcoholic beverages on the Club premises.
- B.** Members and guests must be at least twenty-one (21) years old to consume alcohol, without exception.

- C. The Club, through its employees or agents, shall require valid, government-issued photo identification from any person who does not appear to be of legal drinking age.
- D. Use of false identification or misrepresentation of age is grounds for immediate removal from the premises and may result in disciplinary action, including termination of membership.
- E. FLRC Lightning Lounge Club members, consuming alcohol on the premises, must have received and accepted electronic or physical identification prior to consuming alcohol.

4. Prohibition On Outside Alcohol.

- A. No outside alcoholic beverages may be brought onto the Club premises by Members, guests, or any other person, except as may be expressly allowed by law and authorized in writing by the Club in advance for specific events.
- B. The Club reserves the right to confiscate or require the removal of any outside alcoholic beverages found on the premises and to take disciplinary action, including removal from the premises, against persons violating this policy.

5. Service To Intoxicated Persons; Disorderly Conduct.

- A. The Club shall not serve alcoholic beverages to any person who appears to be intoxicated, impaired, or otherwise under the influence of alcohol or controlled substances.
- B. The Club reserves the right, in its sole and reasonable judgment, to refuse service of alcoholic beverages to any individual who:
 - i. Appears intoxicated or impaired.
 - ii. Engages in disruptive, unsafe, or disorderly behavior.
 - iii. Has consumed an amount of alcohol that, in the judgment of Club staff, could endanger the individual or others.

- C. Intoxication and disorderly behavior resulting from alcohol consumption are strictly prohibited. Such conduct may result in:
 - i. Immediate cessation of alcohol service to the individual.
 - ii. Removal of the individual from the Licensed Premises or the Club premises entirely.
 - iii. Disciplinary action in accordance with Article 9, including suspension or termination of membership.
 - iv. In extreme cases, police may be contacted to intervene if the member's behavior is considered dangerous to others.

6. Responsible Beverage Service; Staff Authority.

- A. The Club may require its employees involved in the service of alcoholic beverages to complete responsible beverage service training approved or recognized by New Mexico regulatory authorities or the Club's insurance carrier.
- B. Employees serving alcohol are authorized and directed to:
 - i. Request identification from any person ordering or consuming alcoholic beverages who appears to be under the age of 21.
 - ii. Refuse service to any person they reasonably believe to be under the legal drinking age or intoxicated.
 - iii. Notify management or security personnel if a person appears to be intoxicated or is engaging in unsafe or disruptive conduct.
- C. Members and guests shall comply promptly and respectfully with any instructions from Club staff or management regarding alcohol service and consumption.

7. Hours Of Alcohol Service.

- A. Alcohol service shall be conducted only during hours permitted under the Club Liquor License and applicable law.

- B.** The Club may further restrict its hours of alcohol service at its discretion. Posted hours of operation for the bar or alcohol service areas shall be binding upon Members and guests.

8. Special Event Alcohol Service.

- A.** Alcohol service during Club events and tournaments shall adhere to Club policies and New Mexico liquor laws.
- B.** For private events hosted at the Club (including Member-sponsored and Club-sponsored events):
 - i. All alcoholic beverages must be provided by or through the Club, subject to the Club Liquor License, unless an alternative arrangement is expressly authorized by the Club in compliance with applicable law.
 - ii. Event hosts may be required to enter into a separate event agreement that includes additional alcohol-related provisions, such as limits on service duration, types of beverages served, and security requirements.
 - iii. The Club may require additional fees, deposits, or proof of insurance for events with alcohol service.

9. Prohibited Conduct Related To Alcohol.

- A.** The following are strictly prohibited on the Club premises:
 - i. Consumption of alcoholic beverages by persons under the age of twenty-one (21).
 - ii. Providing or furnishing alcoholic beverages to any minor or any person who is visibly intoxicated.
 - iii. Consumption of alcoholic beverages in non-designated areas, including parking areas, , unless expressly authorized by Club management as part of a designated event.
 - iv. Possession, use, sale, or distribution of illegal drugs or controlled substances.

- B.** Any violation of this Section may result in immediate removal from the premises and disciplinary action, up to and including termination of membership and referral to law enforcement where appropriate.

Article 6. Safety, Security, And Facility Use

1. Assumption Of Risk And Personal Safety.

- A.** Participation in tennis, pickleball, padel, and other physical activities involves inherent risks, including the risk of injury. Each Member and guest voluntarily assumes all risk of personal injury, property damage, or loss arising out of or in connection with the use of the Club premises and participation in activities at or sponsored by the Club.
- B.** Members and guests are responsible for:
 - i. Assessing their own physical condition and limitations before participating in any activity.
 - ii. Using appropriate equipment and protective gear.
 - iii. Immediately ceasing participation and seeking assistance if they experience pain, dizziness, or other warning signs.

2. Club Property And Personal Property.

- A.** The Club is not responsible for lost, stolen, or damaged personal property of Members or guests, including but not limited to racquets, bags, clothing, jewelry, electronic devices, and vehicles and their contents.
- B.** Members and guests should secure their personal belongings and are encouraged not to bring valuables onto the premises or to leave them unattended.

3. Children And Minors.

- A.** Children under the age of twelve (12) must be supervised by a responsible adult at all times while on the Club premises, including in common areas, locker rooms, warm up room and outdoor spaces.

- B.** The Club may establish age-based rules for:
 - i. Independent use of courts and facilities by minors.
 - ii. Access to locker rooms and restrooms.
 - iii. Participation in junior programs and clinics.
- C.** Parents and guardians remain fully responsible for the safety and conduct of their minor children while on the Club premises, regardless of any supervision provided by Club staff in junior programs or activities.

4. Smoking And Tobacco.

- A.** Smoking, including but not limited to the use of cigarettes, cigars, pipes, electronic cigarettes, vaping devices, and any other tobacco or nicotine products, is NOT permitted on Club premises.

5. Pets And Service Animals.

- A.** Pets are not allowed on the Club premises, except as expressly authorized by Club management for specific events or circumstances.
- B.** Service animals, as defined by applicable law, are permitted on the Club premises. Owners of service animals shall:
 - i. Maintain control of the animal at all times.
 - ii. Ensure that the animal does not pose a direct threat to the health or safety of others or cause significant damage to property.
 - iii. Comply with all sanitation requirements and immediately clean up after the animal.

6. Use Of Facilities.

- A.** Members and guests shall use the Club's facilities, equipment, and services only for their intended purposes, in a safe and respectful manner, and in accordance with posted rules and staff instructions.
- B.** Unauthorized use of restricted areas, offices, storage rooms, mechanical rooms, and any other non-public spaces is prohibited.

- C. No person shall tamper with or misuse fire safety equipment, alarms, security systems, or any other safety device on the Club premises.

7. Damage To Club Property.

- A. Members and guests shall not willfully or negligently damage or deface any Club property.
- B. Members shall be financially responsible for any damage to Club property caused by themselves, their family members, or their guests, beyond normal wear and tear. The Club may charge the cost of repair or replacement to the Member's account.

8. Security And Enforcement.

- A. The Club may employ or contract with security personnel, install surveillance cameras, and implement other security measures to protect its property and the safety of Members and guests.
- B. Members and guests shall:
 - i. Comply with all reasonable requests and instructions of Club staff and security personnel.
 - ii. Report suspicious activities, unsafe conditions, or violations of these Rules to Club management or security.
- C. The Club may deny entry to, or require the immediate departure of, any person whose behavior is, in the Club's sole judgment, unsafe, disruptive, or otherwise inconsistent with these Rules.

Article 7. Events, Tournaments, And Club Programs

1. Club-Sponsored Events And Tournaments.

- A. The Club may organize and host events, tournaments, leagues, clinics, social gatherings, and other programs (collectively, "Events") for the benefit of Members and, where permitted, their guests.

- B.** Club Events and tournaments will be conducted according to schedules published by the Club, which may include:
 - i. Registration deadlines and participation limits.
 - ii. Entry fees, prize structures, and cancellation policies.
 - iii. Applicable rules of play and codes of conduct.
- C.** Participation in Events may be limited to certain membership categories or skill levels, as determined by the Club.

2. Alcohol Service At Events.

- A.** Alcohol service during Events shall adhere to the policies set forth in Article 5 and all applicable New Mexico liquor laws.
- B.** The Club may:
 - i. Limit or prohibit alcohol service at particular Events or portions of Events (for example, junior tournaments).
 - ii. Restrict the types and quantities of alcoholic beverages served.
 - iii. Establish additional rules for the service and consumption of alcohol during Events, including drink limits and cut-off times.

3. Member-Sponsored Private Events.

- A.** Member-Sponsored private events will be on a case-by-case basis only, and must be preapproved by the management and the Board before planning.
 - i. The Management reserves the right to limit and set restrictions on all Member-Sponsored private events.

Article 8. General Conduct And Sportsmanship

1. Respectful Conduct.

- A.** All Members and guests must conduct themselves in a respectful, courteous, and sportsmanlike manner at all times on the Club premises and at all Club-sponsored Events.
- B.** The following conduct, among others, is prohibited:

- i. Physical or verbal abuse, threats, intimidation, or harassment.
- ii. Discriminatory or offensive language or behavior based on race, color, religion, sex, gender identity, sexual orientation, national origin, age, disability, or any other protected characteristic.
- iii. Bullying, hazing, or other abusive treatment of any person.

2. Sportsmanship.

- A.** In all tennis play and related activities, Members and guests shall:
 - i. Adhere to the rules of tennis and accepted standards of fair play.
 - ii. Treat opponents, partners, officials, and spectators with respect.
 - iii. Refrain from racquet or equipment abuse, intentional distraction, or other unsportsmanlike conduct.
- B.** Persistent or egregious unsportsmanlike behavior may result in disciplinary action, including suspension of playing privileges or membership.

3. Noise And Nuisance.

- A.** Members and guests shall avoid unreasonable noise or disruptive behavior, including:
 - i. Loud or profane language.
 - ii. Any disturbance that interferes with other persons' enjoyment of the Club or that may negatively impact neighboring properties.
 - iii. Members are not allowed to utilize personal speakers while on Club premises.
- B.** When using a cell phone members may only use the speaker away from other members so as not to disturb them.
- C.** The Club may establish quiet hours or specific noise limitations for certain areas or times.

4. Substance Use.

- A. Possession, use, sale, or distribution of illegal drugs or controlled substances is strictly prohibited on the Club premises and at Club Events.
- B. Abuse of prescription medications, inhalants, or other substances in a manner that impairs functioning or endangers safety is prohibited.
- C. Any violation of this Section may result in immediate removal from the premises, disciplinary action, and referral to law enforcement where appropriate.

Article 9. Violations, Discipline, And Enforcement

1. Grounds For Disciplinary Action.

- A. Violations of these Rules, Club policies, or applicable law by a Member, their family members or guests may result in disciplinary action.
- B. Without limitation, grounds for discipline include:
 - 1. Non-payment of dues or other Club Charges.
 - 2. Repeated or serious violations of court rules, alcohol policies, or safety requirements.
 - 3. Abusive, harassing, discriminatory, or violent behavior.
 - 4. Damage to Club property.
 - 5. Conduct that, in the judgment of the Board, is detrimental to the reputation, operation, or best interests of the Club.

2. Forms Of Discipline.

- A. The Club may impose one or more of the following sanctions:
 - 1. Verbal or written warning.
 - 2. Temporary suspension of specific privileges (such as court use, guest privileges, or bar access).
 - 3. Temporary suspension of all Club privileges for a specified period.
 - 4. Probation, with conditions or behavioral requirements.

5. Assessment of charges for damages or costs incurred.
 6. Termination of membership.
- B.** The Club may impose immediate, temporary measures (such as removal from the premises or temporary suspension) where necessary to protect safety or prevent ongoing violations.

3. Procedures For Serious Or Repeated Violations.

- A.** Serious or repeated violations will be reviewed by the Board, or by a disciplinary committee authorized by the Board, for appropriate action.
- B.** In general, and subject to the need for immediate action in urgent situations:
1. The Member shall receive written notice of the alleged violation(s) and the proposed disciplinary action.
 2. The Member shall have an opportunity to submit a written response within a time frame specified by the Club.
 3. At the Board's discretion, the Member may be offered an opportunity to be heard in person or by teleconference before a final decision is made.
- C.** The Board's decision on disciplinary matters shall be final and binding, absent manifest error, and shall be communicated to the Member in writing.

4. Effect Of Suspension Or Termination.

- A.** During any period of suspension, the Member's right to use the Club premises and facilities, to participate in Events, and to exercise any other membership privileges shall be suspended to the extent specified by the Club.
- B.** Termination of membership shall result in:
1. Loss of all membership rights and privileges.
 2. Obligation to pay any outstanding dues, fees, or charges accrued through the effective date of termination.

3. Forfeiture of any initiation fees or other amounts paid, except as expressly required by law or provided in a written agreement.
- C. Termination or suspension of membership shall not relieve the Member of liability for any misconduct, damages, or other obligations arising before or during the period of suspension or through the effective date of termination.

5. Enforcement Discretion.

- A. The Board and Club management shall have broad discretion to enforce these Rules in a manner that they deem fair and consistent with the best interests of the Club, taking into account:
 1. The nature and seriousness of the violation.
 2. The Member's prior conduct and disciplinary history.
 3. Any mitigating or aggravating circumstances.
- B. Failure by the Club to enforce any provision of these Rules in a particular instance shall not constitute a waiver of its right to enforce that provision or any other provision in the future.

Article 10. Formation of FLRC Lightning Lounge Club

1. FLRC Lightning Lounge Club

- A. FLRC Lightning Lounge Club, as voted and approved by the Board is recognized as a subsidiary club of Forked Lightning Racquet Club.
- B. FLRC Lightning Lounge Club's purpose is to permit members to have full enjoyment of the facilities, to encourage tournament play, and to recognize special members with special privileges.
- C. Special Privileges for FLRC Lightning Lounge Club members:
 - i. FLRC Lightning Lounge Club members will enjoy additional guest passes.

- ii. FLRC Lightning Lounge Club members will be allowed to enjoy the Lightning Lounge during operating hours and will have access to special events as organized by Club management.
- iii. FLRC Lightning Lounge Club members will receive first notice invitations to Club's special events and special offers including, but not limited to the Club's Gala and tennis clinics.

2. FLRC Lightning Lounge Club Identification And Approval

- A.** FLRC Lightning Lounge Club members will be issued an identification card once it is determined that they meet the following requirements:
 - i. FLRC Lightning Lounge Club members must be a registered member, in good standing, of the Club and have been fully approved by the Board.
 - ii. FLRC Lightning Lounge Club members must be of legal drinking age and have been verified using a valid government issued Identification Card.
- B.** Once approval has been verified by Club management for FLRC Lightning Lounge Club Members, then Club management will issue FLRC Lightning Lounge Club Identification to the Club Member after the Club Member certifies:
 - i. The FLRC Lightning Lounge Club Member has agreed to the Rules and Regulations as outlined under this document.
 - ii. The FLRC Lightning Lounge Club Member has agreed to abide by all rule regarding the consumption of alcohol on the premises.
 - iii. The FLRC Lightning Lounge Club Member has agreed to accept full responsibility for all Guests brought into the facility.

Article 11. Formation of FLRC Club

1. FLRC Club

- A. FLRC Club, as voted and approved by the Board, is recognized as a subsidiary club of Forked Lightning Racquet Club.
- B. FLRC Club's purpose is to permit members to have full enjoyment of the facilities, to encourage tournament play, and to engage future members to enjoy and participate in racquet sports.
- C. Membership in Club;
 - i. Any Member of the Club shall also be a FLRC Club Member.
 - ii. Any person over the age of 21, who attends Club tournaments or events and pays a membership fee of not less than \$5.00 per annum, as set by the Board prior to Club tournaments or events, may be a FLRC Club Member.
 - iii. Any person over the age of 21 who submits an application, is approved by the Board, and pays a membership fee of not less than \$5.00 per annum, as set by the Board, may be a FLRC Club Member.
 - iv. Restrictions on FLRC Club Members;
 - a. FLRC Club Members who are not also Club Members are not permitted to use or be served alcohol in the Lightning Lounge at any time or under any circumstances.
 - b. FLRC Club Members may only consume alcohol in areas of the licensed premises while engaged in activities such as Club Tournaments or Club Events.
 - c. FLRC Club Members, who are not also Club Members, membership will expire at the term for which the FLRC Club Membership is set. Should the FLRC Club Membership be issued for a special event or tournament, the membership will expire at the conclusion of the Club Tournament or Club

Event and must be renewed for each subsequent Club Tournament or Club Event.

- d. FLRC Club Members must apply for a subsidiary membership within 24 hours prior to admittance, and must be approved the Board of Directors.
- e. FLRC Club Members must sign in and execute a liability waiver prior to entering the Club premises for any Club tournament or event.
- f. FLRC Club Members are not permitted to join or participate in the Annual Meeting and do not have a vote at any general membership meeting of the Club.
- g. Tournament Club Members must abide by all Club Rules and Regulations.
- h. The FLRC Club Management reserves the right to restrict the number of FLRC Club applications submitted per year. Abuse of the limited FLRC Club Membership will be grounds for denial of full Club Membership.

Article 12. Miscellaneous Provisions

1. Interpretation.

- A.** Headings and article titles in these Rules are for convenience only and shall not affect the interpretation of any provision.
- B.** In the event of any ambiguity or dispute regarding the meaning or application of these Rules, the interpretation of the Board shall be final and binding.

2. Severability.

- A.** If any provision of these Rules is found to be invalid, illegal, or unenforceable by a court or governmental authority of competent jurisdiction, such provision

shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions shall continue in full force and effect.

3. Conflict With Other Documents.

- A. In the event of any conflict between these Rules and the Club's articles of incorporation, bylaws, or similar governing documents, the latter shall control.
- B. In the event of any conflict between these Rules and any separate written agreement between a Member and the Club that is approved by the Board, such separate agreement shall control with respect to the specific subject matter addressed therein.

4. Governing Law.

- A. These Rules shall be governed by and construed in accordance with the laws of the State of New Mexico, without giving effect to any choice of law or conflict of law principles that would result in the application of the laws of any other jurisdiction.

5. Acknowledgment And Acceptance.

- A. As a condition of membership and continued use of the Club premises, each Member:
 - i. Acknowledges that they have received, reviewed, and understood these Rules.
 - ii. Agrees to be bound by these Rules and any amendments thereto.
 - iii. Agrees to ensure that their family members, guests, and invitees comply with these Rules.
- B. The Club may require Members to execute a written or electronic acknowledgment of these Rules, but failure to do so shall not relieve any Member of the obligation to comply with them.

6. Effective Date.

- A.** These Rules shall be effective as of May 13, 2026, and shall remain in effect until amended, supplemented, or repealed by the Board.
- B.** Any amendments adopted by the Board shall be effective on the date specified by the Board and shall apply prospectively unless otherwise expressly stated.