



*Where the flow of adventure never ends*

FONTANA DEVELOPMENT CORPORATION

## I. DEFINITIONS

- 1) Unless specified under these rules, the word "Member" shall be construed to mean Both Individual Regular Members and Representatives of Juridical Regular Members.
- 2) An "Assignee" is a natural or juridical entity to whom a Member has assigned in writing with the approval of the Membership Committee, his annual right to use the club's sports, recreational and other facilities including the Member's annual privilege to use a unit in the club's residential villas.
- 3) Dependents shall mean the Member's immediate family, which shall consist of the Member's legitimate spouse and legitimate or legally adopted children who are under twenty-six (26) years of age. Dependents of single principal members may be the parents or one (1) brother or one (1) sister.
- 4) A "Guest" is a natural person to whom a Member or an Assignee has extended the temporary use of the facilities of the Club through the use of said Members / Assignee's privilege with a valid letter of authorization.
- 5) A "Visitor" is a natural person who does not fall under of the abovementioned definitions and who does not work for or does not have a pre-existing contract with Fontana Leisure Parks.

## II. GENERAL INFORMATION

- 1) Members are required to present their Membership cards to avail themselves of their Membership privileges at Fontana Resort and Country Club.
- 2) Pets, or other animals or insects are prohibited within, and will be denied entry into, the Club premises.
- 3) Members, their Dependents, and Guests, shall at all times observe a reasonably conservative dress code. Proper swimming attire (swimming trunks and bathing suits only) must be worn in the swimming pool and Water Theme Park.
- 4) Any property or item left unattended in the club will be collected by the staff and handed over to the Housekeeping Department for storage. Property or items not claimed within 90 days from the date of storage will be deemed abandoned and will be disposed of in such manner as the Management may deem reasonable. Perishable items will be disposed after twenty-four (24) hours of storage.
- 5) Members and their Dependents, Assignees, Guests or Visitors shall not deface or destroy any property of the Club. They shall be charge of the cost of replacement of any property broken or damaged by their fault or negligence. Under no circumstance shall they take or remove any property of the club from the premises. The Member or Assignee shall be solidarily liable for all the liabilities to the Club that may be incurred by any of his Dependents, Assignees, or Guests introduced by him.
- 6) Firearms and deadly weapons are not allowed inside the Club premises. These must be surrendered to the Security Office upon entry into the club and will be returned only upon leaving the Club.
- 7) Public gambling is strictly prohibited in the Fontana premises.
- 8) Hanging of wet clothes and towels outside the villa is not allowed.
- 9) Members must immediately notify the Membership Department in writing of any change of address, telephone number or any other pertinent information.
- 10) No towels shall be brought to the Water Theme Park. Towels may be rented at the Water Theme Park for a fee.
- 11) Personal parties shall only be held at the Club's food and beverage outlets or function rooms for a fee. The villa shall not be used for holding personal parties except when a Member enters into a contract with the Club for the supply of food and beverage and the deployment of additional housekeeping personnel to ensure the cleanliness and upkeep of the villa during and after the party. In no case shall the party cause disturbance to other guests. Noise will only be tolerated until 11 pm.
- 12) Member discounts are not applicable to banquets, events or other functions.
- 13) Meals and Beverages purchased in the Club restaurants or outlets must be consumed only at designated areas.
- 14) Commercial catering is not allowed. Food delivery by outside establishment is allowed. However, deliveries may only be made to the Club's Main Gate. Members must pick up their respective deliveries from the Main Gate.
- 15) Members must avail of resort car stickers, which are valid for two (2) years. Visitors and Guests shall secure a Visitor's Pass from the Main Gate.
- 16) Management is not liable for any loss or damage to Members' and Guests' properties unless said effects are properly deposited with the hotel management. Members are required to secure their undeposited valu-

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ables at all times.

### **III. MEMBERSHIP CARDS**

- 1) Principal Members, Representatives of Juridical Members and their respective Dependents and Assignees will be issued Membership Cards for a fee to the Rules on Membership Cards.
- 2) When a Membership Card is lost, The Member, Representative, or Assignee must report the fact of such loss within twenty-four (24) hours to the Membership Department. Before any replacement card is issued, an affidavit of loss attesting to the facts and circumstances of the loss must be submitted. The replacement card will be issued on the same day the affidavit of loss is submitted, and a replacement fee is paid.

### **IV. DEPENDENTS/IMMEDIATE MEMBERS OF THE FAMILY**

- 1) An Individual Regular Member or a representative of a Juridical Regular Member who wishes to extend the use of the Club facilities to his Dependents shall file an application for this purpose.
- 2) Dependents are required to present their Membership cards and respective authorization letters to avail themselves of the facilities and amenities of the club.
- 3) The legitimate or legally adopted child of the Member shall automatically lose his/her dependent status on the month after his/her twenty-sixth (26th) birthday. In such case, the Dependent's Membership Card shall be immediately surrendered to the Membership Department.
- 4) Dependents do not have the right to introduce other Guests or transfer their rights to Assignees.

### **V. ASSIGNEES**

- 1) An Individual Regular Member or a Representative of a Juridical Regular Member who wishes to assign the annual right to use the Club's sports, recreational and other facilities including the Member's annual privilege to use a unit in the residential villas of the club must submit a duly notarized Deed of Assignment to the Membership Department. Upon submission of the Deed of Assignment and payment of the acquisition fee, the Legal Department shall issue an Assignee Card. The annual right to use the Club Sports, recreational and other facilities may be assigned for a maximum of five (5) years.
- 2) Assignees are required to present their Assignee Cards to avail of the facilities and amenities of Fontana Resort and Country Club.
- 3) Upon the expiration of the term of assignment, the Assignee must return his Assignee Card to the Legal Department.

### **VI. GUESTS**

- 1) Guests are required to present their respective authorization letters to avail of the facilities and amenities of Fontana Resort and Country Club.
- 2) Household help such as drivers and nannies are not considered Guests. However, nannies are allowed to use selected facilities when they are accompanying children or disabled persons provided they pay the entrance fee whenever required. Drivers and household help are not allowed to loiter around the Club.
- 3) A guest shall be liable for incidental bills incurred for the use of the Club facilities. Upon check-in, a deposit in cash or by credit card will be required from the Guest. The Member or Assignee shall be responsible for all unsettled charges of the Guest.
- 4) Only Principal Members may make villa reservations.
- 5) Guests do not have the right to introduce other Guests.

### **VII. AVAILING OF VILLAS**

- 1) Reservations of the Club's villas are on a first-confirmed, first served basis. Member, Assignee or Dependents are allowed to reserve (open date), provided the following will be strictly observed:
  - 1.1. All reservations made shall be guaranteed in full payment at least (15) working days after receipt of the corresponding Reservations Number (RN). RN shall always be used as reference in all booking transactions
  - 1.2. Non-guaranteed Reservations made within seven (7) days prior to the expected check-in date shall be accepted, however, in the event of any Cancellation and/or No Show; corresponding penalty shall apply. Meaning, the Member, Assignee or Dependent will be charged an amount based on the reserved rate and room night/s.
  - 1.3. Reservations office shall still accept bookings of Members, Assignees, Dependents or Guests with unsettled cancellation/no show accounts provided the said amount involved will be settled upon check-in
  - 1.4. Guaranteed reservations can be paid through cash, credit card and bank to bank remittance. Credit Card Authorization to charge or ATC is also accepted credit Card authorization to charge means, upon request from the Member, Assignee and/or Dependent an guest, the Club Reservations office will be sending a copy of the ATC form indicating the details of his/her reservations and the total amount that needs to be paid. Upon receipt of the ATC form, Member, Assignee, Dependent or Guest shall fill-up the form signifying that the Club

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was given authority to charge the amount involved for such booking through his credit card. The filled-up ATC form will be sent back to Reservations office through fax no. (02)843-9123 or can be emailed at reservations@fontanaleisureparks.com. Payment can also be accepted at Fontana-Manila Office (c/o Finance) located at the Ground Floor Bldg. 1, Tabacalera Compound 900N, Romualdez St. Paco, Manila.

1.5. Guaranteed payment/s not received within the given option date (15 working days after receipt of Reservations Number), villa/room reservations shall be released to other interested Club Members//Guests without prior notice)

### **2) Cancellation Policy**

2.1. Cancellations of "guaranteed" bookings that fall on Weekends, Holidays and Block-out dates are not allowed and strictly no refund to be accepted.

2.1.1. Weekend – All Fridays & Saturdays. Sundays are considered weekends once there is a declaration from the Government that Monday is a Holiday.

2.1.2. Block-out dates -24, 25, 30, 31 December; 1 January and Holy Week period (Holy Thursday, Good Friday and Black Saturday).

2.2. Cancellations of bookings that fall on Weekdays shall be allowed but remain no refund to be accepted, however, Members, Assignees, Dependents and Guests are allowed to move/adjust their reservations date, subject to space availability.

### **3) No Show Policy**

3.1. Guaranteed reservations not materialized based on the reserved date are considered "No Show" (with corresponding penalty).

3.2. No Show with penalty means automatic forfeiture of the full amount paid based on the reserved number of rooms and room nights.

4) Cancellation and No Show Policy shall only be waived once the reason is due to fortuitous events, acts of God, or causes beyond the control of the Member, Assignee, Dependent or Guest such as fire, explosion, civil disorder, war, riot, and strike/picket.

5) Privilege Night Coupons for class "A," "B," "C," and "D" shares consists of five (5) Weekdays, one (1) Saturday and one (1) Sunday. Privilege Night Coupon for Presidential Share consists of ten (10) Weekdays, two (2) Saturdays and two (2) Sundays. Privilege Night Coupons for this purpose will be issued to Members by the Club Membership department.

6) Should the Member, Assignee, Dependent or Guest wish to avail additional Villa after the 1st PNC, the following Members Discount Privileges shall apply:

#### **6.1. WEEKDAYS**

6.1.1. 2nd Villa – 50% Discount

6.1.2. 3rd Villa – 50% Discount

6.1.3. 4th Villa – 25% Discount

6.1.4. 5th Villa and more – Full rate based prevailing published rate.

#### **6.2. WEEKENDS**

6.2.1. 2nd Villa – 50% Discount

6.2.2. 3rd Villa – 25% Discount

6.2.3. 4th Villa and more – Full rate based on prevailing published rate.

7) Use of Privilege Night Coupons are not allowed on 24, 25, 30, 31 December, 1 January and Holy Week period (Holy Thursday, Good Friday and Black Saturday). An applicable holiday rate applies

8) Members, Assignee, Dependents or Guests can not avail themselves of villas of higher category than those to which they are entitled to avail based on the class of their Share/s.

9) Check-in starts at 2:00PM and check-out time is on/or before 12:00NN. Late check-out is subject to fifty percent (50%) additional charge based on reserved rate. Full rate shall be charged on late check-out after 6:00PM.

10) To ensure utmost comfort, security & safety and compliance with the Fire Code, the number of occupants per villa shall be as follows:

10.1. Presidential A and C villas (3 bedroom), maximum of eight (8) persons;

10.2. B and D villas (2 bedroom villa), maximum of six (6) persons.

Note: Upon check-in, Reception staff shall obtain a list of persons staying in the villa. Management reserved the right to conduct random inspections to alleged overcrowded villas.

11) All Members' accounts shall be settled upon consumption, in cash or by credit card. No personal check allowed.

### **VIII. AMENITIES**

1) Golf carts may be rented depending on availability and shall be used within Club premises only.

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- 2) An additional charge will be billed for extra towels and linen requested.
- 3) Grillers may be rented and charcoal may be purchased from the Club. Grilling is allowed only at the garden area.

### **IX. CAR PARKING**

- 1) Visitors may park only at designated parking areas.
- 2) Vehicles shall be parked in a manner that will not obstruct free passage of other vehicles. The clubhouse driveway is strictly for drop off and pick up only.
- 3) No person without a valid driver's license without a valid driver's license may operate any motor vehicle within the Club. No practice driving is allowed. Maximum speed allowed within the resort is thirty (30) kph.
- 4) All inbound and outbound vehicles shall be subjected for inspection in accordance with safety and security rules.
- 5) All inbound vehicles shall secure a car pass upon entry at the Fontana Main Gate, in accordance with the ANTICAR program. The car pass shall be surrendered upon leaving the premises of the Club.
- 6) Notwithstanding the Rules set forth above, the Management shall not be liable for damage to, or loss of, vehicles brought into the premises of Fontana Leisure Parks.

### **X. MONTHLY DUES AND FEE**

- 1) Members and Assignees shall pay monthly Membership dues to the Club in the amount fixed by the Board of Directors.
- 2) A maintenance fee for the use of villa will be charged. The Board of Directors shall fix fees or other charges for the use of the Club's facilities from time to time.
- 3) Failure to pay Membership dues on or before the due date shall cause the forfeiture of Privilege Night and Food and Beverage coupons for that given month.
- 4) A two percent (2%) interest shall be imposed on membership dues not paid within sixty (60) days from the due date.

### **XI. SUGGESTIONS AND COMPLAINTS**

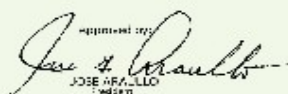
- 1) Guests' comment / suggestion forms and box are located at the Front Desk.
- 2) Members, Dependents and Assignees may submit their complaints or suggestions in writing to the General Manager of the Club, and these complaints shall be endorsed to the Membership Committee.
- 3) Complaints of Members against co-Members shall be submitted to the General Manager
- 4) All issues pertaining to the By-Laws and Rules and Regulations of the Club shall be resolved by the Board of Directors whose decision shall be final, conclusive and binding on all Members unless modified by the stockholders in a special meeting called for the purpose.

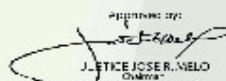
### **XII. CONDUCT AND DUTIES OF A MEMBER**

- 1) Any misconduct or misbehavior of Member, Dependent, Assignee or Guest, shall be dealt with according to the By-Laws and the Rules and Regulations of the Club.
- 2) Members, their Dependents, Assignees and Guests shall always be considerate of each other and of the employees of the Club.
- 3) Members, their Dependents, Assignees and Guests shall always exercise restraint in the use of foul language.
- 4) Members, their Dependents, Assignees and Guests shall not throw or deposit litter in any part of the Club's premises, except in the receptacles provided.
- 5) Children under twelve (12) years old must be accompanied by a responsible adult at all times within the Club's premises.
- 6) Any member may be suspended or expelled by a majority of the Board of Directors for any infraction against the By-Laws and Rules and Regulations of the Club, or for misconduct committed by himself or by his Dependents, Guests or Visitors; provided, that prior to suspension or expulsion, the Member shall be entitled to notice and hearing before the Board of Directors pursuant to the By-Laws of the Club. Consequently, the privileges of a person whose rights are drawn from said Member are effectively suspended or withdrawn upon notice.

### **XIII. EFFECTIVITY**

- 1) These Revised Rules of the Club shall take effect on September 1, 2008.

  
JOSE ARAULLO  
Chairman

  
J. ETICE JOSE R. MELO  
Chairman