

Plainfield Country Club



MANDATORY ARBITRATION OF CLAIMS **EFFECTIVE JANUARY 20, 2017**

General Description: The PCC Board of Trustees has determined that all Members (as a condition of continued Membership in the Club and as a condition of a prospective Members submitting an application for Membership to PCC), their spouses, their children (who are eligible for associate privileges), and their guests shall be subject to a mandatory arbitration agreement for any and all disputes or claims that may arise between a Member (and all persons listed above) and Plainfield Country Club (“PCC” or the “Club”). **THIS MANDATORY ARBITRATION AGREEMENT IS EFFECTIVE IMMEDIATELY UPON DISTRIBUTION TO THE MEMBERSHIP (AND WILL BE MAINTAINED IN THE CLUB’S ONLINE POLICIES), MEANING IT IS IN FULL FORCE AND EFFECT AS TO ALL COVERED PERSONS. PROSPECTIVE MEMBERS SHALL BE PROVIDED WITH A COPY UPON RECEIPT OF A MEMBERSHIP PACKAGE FROM THE CLUB AND SHALL AGREE TO THIS MANDATORY ARBITRATION AGREEMENT AS A CONDITION OF SUBMITTING AN APPLICATION FOR MEMBERSHIP.**

Mandatory Arbitration Agreement

1. Any difference, dispute, controversy, claim, injury, grievance, or cause of action (“Claim”), whatever its nature or character, shall be resolved through final and binding arbitration under the Commercial Rules of the American Arbitration Association (“AAA”), except as specifically indicated in Paragraphs 8-9 below. Mandatory arbitration of Claims in accordance with this Arbitration Agreement (“Agreement”) shall include but not be limited to Claims over or related to (a) the Club’s property, activities, business, Membership (including but not limited to admission to Membership, discipline, and termination of Membership), Member’s fees, dues, and other financial obligations to the Club, and interpretation or application of the Club’s Constitution, Bylaws, Policies and Procedures, or any other document, (b) decisions or processes of the Board of Trustees, its committees, subcommittees, officers, or any other group or individual to whom it delegates authority, (c) decisions or processes of any executive, manager, supervisor, or other representative, employee, agent, or contractor of the Club, and/or (d) any other difference, dispute, controversy, claim, injury, grievance, or cause of action that any person or organization might file or lodge against the Club, its Board of Trustees, its committees, subcommittees, officers, employees, representatives, agents, or contractors.

2. The obligation to arbitrate Claims under this Agreement shall apply to any Member, the Member's spouse, the Member's children (who are eligible for associate privileges), and the guests of any Member or of the Member's spouse or children (who are eligible for associate privileges). In this regard, each Member or prospective Member expressly agrees, as a condition of Membership in or application to the Club, to advise his/her spouse, children (who are eligible for associate privileges), and/or guests of the existence of this Agreement and shall be fully responsible for indemnifying the Club for its costs, fees and reasonable attorneys' fees incurred in compelling arbitration by any such person making a Claim in any federal, state or local court rather than bringing the Claim as required by this Agreement. The following rules shall apply to any Claim under this Agreement :
 - a. When arbitration is requested or compelled, the Club and any person making one or more Claims ("Claimant") shall select a single arbitrator to decide such Claim(s) in accordance with the AAA Rules then applicable.
 - b. The Club and Claimant shall each be responsible equally for the costs of the arbitration, including but not limited to the arbitrator's fees and costs, unless the arbitrator determines otherwise.
 - c. Each party shall be responsible for its own costs and attorney fees in defending or prosecuting any Claims under this Agreement, unless the arbitrator determines otherwise.
 - d. The Arbitrator may not issue to any Claimant or the Club an award for punitive or other damages that is not measured by that party's actual damages.
 - e. No party to any arbitration may disclose the existence, content or results of any arbitration without the prior written consent of all other parties to the arbitration.
3. Any person or organization covered by this Agreement waives the right to raise a covered Claim in any court before judge or jury. Disputes over the scope of this Agreement should be decided in order to maximize the obligation to arbitrate and minimize disposition of covered Claims in court by judge or jury. To the extent a Claim is referred to court for disposition, it is the parties' intention to minimize disposition by a jury.
4. This Agreement shall be governed by the Federal Arbitration Act and represents a transaction in commerce.
5. Any disagreement, issue, or question relating to the arbitrator's jurisdiction shall be decided by the arbitrator. Any disagreement, issue, or question relating to interpretation or application of this Agreement as well as the enforceability, revocability, or validity of this Agreement, including the applicability of the Federal Arbitration Act, shall also be arbitrated.

6. The obligation to arbitrate survives termination of Membership or any other association with the Club.
7. Insofar as there are any limitations under law to the enforcement of this Agreement, the provisions of this Agreement are to be enforced solely to the extent permitted by law.
8. Disputes not to be arbitrated are the following: (a) the interpretation or application of, or any other determination involving, the class action or other representative action waiver provisions set forth in Paragraph 9 below, (b) the Club or Claimant seeking declaratory or injunctive relief (whether in the form of temporary restraints or preliminary injunctions) to maintain the status quo or prevent irreparable harm from occurring pending arbitration of a Claim, and (c) any Claim not arbitrable under law, including any instance in which a government agency properly exercises jurisdiction, such as a criminal matter.
9. A Claimant may only bring a Claim in arbitration on an individual basis, NOT on a class or other representative basis. Further, the arbitrator may not consolidate claims of two or more Claimants and may not preside over any form of class or representative proceeding. Accordingly:
 - a. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class action ("Class Action Waiver"). This Class Action Waiver shall not be severable from this Agreement in any case in which (i) the dispute is filed as a class action and (ii) a civil court of competent jurisdiction finds the Class Action Waiver is unenforceable. In such instances, the class action must be litigated in a civil court of competent jurisdiction.
 - b. The Club may sue in court to seek, or otherwise argue for, enforcement of this Agreement and the above-stated waivers under the Federal Arbitration Act or other applicable law and thereby seek dismissal of such class or other representative actions or claims. Despite any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
 - c. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration. It is the parties' intention that this Agreement should be interpreted to the maximum extent possible to enforce the duty to arbitrate on an individual basis only.