

COURTSPOUNTS ATHLETIC CLUB

Rules and Regulations

INTRODUCTION:

The following rules and regulations supersede all previous Club rules and regulations. These rules form a part of the membership agreement and are applicable to the use of Courtsports Athletic Club.

MEMBERSHIP:

- **Definition – No Property Rights**

All memberships are non-voting and non-proprietary and shall be subject to termination as hereinafter set forth. Membership will not confer or carry with it any interest in the property or assets or right on the part of the members to participate in the management of the Club, financially or otherwise. The applicant is not purchasing stock in the Club, but rather a membership entitling him or her to use the Club's facilities. Termination of the Club shall terminate each membership.

- **Application for Membership**

All applications for membership are subject to approval by the Club, which shall have the sole discretion to approve or reject same for any reason whatsoever.

- **Family Membership**

Children of members under 21 years of age, unmarried, and still living at home, and the spouse or live-in partner of the member may have the privileges of the Club extended to them under a family membership.

Membership Cards

All new members MUST have their picture taken and will be issued a scan card. Members must scan their ID card upon arrival.

Membership cards are not transferable and membership privileges will be suspended for members allowing non-members usage of their card.

- **Transfer of Membership**

Memberships are non-transferable, non-assignable and non-refundable.

TERMINATION OF MEMBERSHIP

- **By the Member:**

Any member may terminate his or her membership privileges at the Club by delivery of WRITTEN NOTICE of termination to the bookkeeper or management by the 25th of the month. Termination notice forms are available at the Club Service Desk. Such termination of membership DOES NOT release the individual from liability for any unpaid dues or charges through the month of termination. A membership is not retroactive and a terminating member shall not be entitled to refund of any part of the initiation fee or monthly dues.

a. All membership cards should be returned to the office at the time of termination as a condition of membership termination. Such cards remain the property of Courtsports Athletic Club.

b. Members' obligation for all dues, fees, and charges per this agreement continue and accrue until the actual date of termination of this agreement that includes advance written notification of termination by the 25th of the month, per paragraph III above.

- **By the Club:**

The Club shall be entitled to terminate a membership agreement giving such member a written notice of termination upon the occurrence of any of the following:

a. Failure of the member to pay all fees or charges owed by him or her within 45 days of the due date. Another initiation fee will be required to reinstate the membership.

b. For violation of any of the Club's rules and regulations contained herein or posted on Club premises.

c. Conduct by the member, while on the premises of the Club, which in the reasonable opinion of the Club management is unbecoming a member or causes annoyance to the Club, other members or guests.

d. Abuse of the facilities by the member including but not limited to throwing of racquets that results in damage to the floors or walls, dropping weights, and improper use of cardio equipment.

e. Theft or unauthorized use of any property belonging to the Club, Club members or non-members.

- **A member who does not terminate his/her membership in good standing, or his/her membership is terminated by the Club, will not be allowed use of the Club as a non-member/guest.**

FINANCIAL OBLIGATIONS – FEES AND PAYMENTS:

- If any member becomes delinquent in payment of dues, the Club may refuse to permit the member use of the facilities until said delinquency is paid in full.

- A member paying monthly dues is responsible for payment of such dues whether or not he or she uses the Club.

- A service charge of \$20 will be assessed on each check or credit card debits returned and members shall be responsible for any collection and legal fees incurred in connection with the collection of said checks by Courtsports Athletic Club.

- In case of injury to a member, a member is still responsible for regular monthly dues unless he or she has submitted written notification to the Club, and the membership status change has been approved by Club Management. No doctors, first aid or paramedic personnel shall be made available by the Club.

- Courtsports Athletic Club shall be entitled to and member agrees to pay all costs of collections, including reasonable attorney fees, in the event of any default in the payments of any dues or charges, together with all court costs and related legal appeals incurred in connection therewith.

- In the event that substantial facilities become unavailable for members to use due to damage by fire, act of God, catastrophe, accident, construction or extraordinary maintenance, the membership of each member will be extended for a period equal to the time of such unavailability if any such condition lasts more than seven (7) days.

- **Typically there is an annual dues increase. This dues increase will be announced in the preceding month's newsletter and posted on the premises, then automatically reflected on the monthly billing statement and/or EFT debit amount.**

USE OF PROPERTY: Each member of the Club shall be liable for any property damage, theft or removal 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, or the member's nominee, guests or family. It shall be the obligation of the member to pay for any costs involved upon presentation of a statement thereof. **Any member, guest, or other person who in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated or organized, arranged or sponsored by the Club, either on or off the Club, shall do so at his or her own risk, waives any legal claims against the Club, its agents or employees and shall hold the Club, its owners, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage, all liability, sustained, or incurred by him or her resulting there from, and/or resulting from any act of any owner, employee, representative, or agent of the Club.** The Club shall not be responsible or liable to members or their guests for articles lost or stolen in the Club, or from the lockers, or for loss or damages to any other property, including automobiles and contents.

AGREEMENT OF MEMBERSHIP AND RIGHT TO REGULATE

USE OF PROPERTY: These rules and regulations, along with the rules posted on the Club premises, as the same may be revised, supplemented or amended from time to time, shall be considered a part of the agreement of membership, and the membership rights and privileges of each member of the Club shall be governed thereby. Any person who shall exercise membership privileges in the Club shall be conclusively presumed to have, by such an act, agreed to be bound by these rules and regulations, as the same may be revised, supplemented or amended from time to time, regardless of whether he or she has signed a copy of these rules and regulations.

COURTSPO RTS ATHLETIC CLUB

Rules and Regulations

HOURS OF OPERATION

Both Clubs	Monday through Thursday	5:00am-11:00pm
Both Clubs	Friday	5:00am-10:00pm
Both Clubs	Saturday and Sunday	8:00am-8:00pm

Prime Time Hours: Monday – Friday 5:00am-7:00am and 4:00pm-8:30pm. Limited Use members may not be in the Club during this time without paying a \$6 fee.

Holiday Hours and Summer Hours: The Clubs are open most holidays, but with shortened hours. Both Clubs are closed on Christmas Day. During the summer months, the hours of operation may be shortened, depending on usage.

Maintenance Week: The Club reserves the right to close for up to one full week (7 days) each year at each Club, typically during the month of May or August, for general repair and maintenance. There will be no reduction in dues for that month.

Changes: These hours of operation may be changed from time to time and may vary for holidays, special occasions or maintenance at the discretion of management. Notice of any change will be posted on the premises.

REGISTRATION: All members and guests are required to check in at the Service Desk when entering the Club by scanning their membership card. A picture of each member will be taken and saved for verification. If a member does not have their scan card with them, another form of picture ID will be required.

MEMBERSHIP CHANGE: Members of the Club are entitled to change their membership classification by **written request** to the Club by the 25th of each month for the following month, and shall be responsible for fees and dues adjustment. No change shall be retroactive. The first change in a year is free and only the prorated month's dues and Joining Fee will be assessed. Thereafter a \$20 change fee is due as well. Family members may only include spouse or live-in partner and dependent children under 21 years old who are still living at home.

FREEZING OF MEMBERSHIP: Members may apply to Freeze their membership by **written request** for 2 months or longer. A Freeze Fee of \$10 per month is assessed to maintain the membership. In the case of a Double or Family, the non-freeze persons may downgrade to a Single (or Double). See "Membership Change". The membership is reactivated by paying prorated months dues. *Freezing a membership will extend the Lifestyle Agreement commitment by the length of time that the membership is on Freeze, and is not retroactive.*

FITNESS APPOINTMENTS: Two hours of free fitness orientations are available to all new members over the age of 8. No member under the age of 14 may be in the exercise areas until that member has completed our Junior Certification Program. All members are encouraged to see a physician for an examination before undertaking any new activity and to have an annual general examination. Members should give written notice to the Club of any pre-existing medical conditions that may require special treatment or precautions. Fitness orientations are recommended before starting any fitness program. *Cancellation of any fitness appointment must be made at least 24 hours in advance to avoid a charge of the full service price.*

GUESTS: Members are encouraged to bring guests. Guests must come in with the member and must leave a driver's license at the Service Desk. A guest fee is paid before the commencement of Club use and is good for one day of usage. Guests may use the facility two times per month paying the "with a member rate", and two times per month paying the "walk-in fee". After four visits in one calendar month a guest will be encouraged to purchase a temporary or regular membership. A free guest day is offered once a month on a designated day. On this day, two guests per membership are allowed free access. Members are responsible for insuring that guests follow Courtsports Rules and Regulations. If guest fees are not paid we reserve the right to charge the member's account.

RACQUETBALL COURT RESERVATIONS/CANCELLATION: Members may reserve racquetball courts up to 2 days in advance, with 2 players. Only one court hour may be reserved per 2 players. This includes leagues. A minimum of 2 hours advance notice of cancellation is required or a \$5 No Show fee will be assessed and billed to the member's account.

LOCKERS: Daily Use Lockers are available on a per visit basis at no charge and items must be removed following each visit. Members should bring their own locks to lock the contents of their locker. **Permanent Lockers** may be rented through the Service Desk at a charge of \$8/month. Unauthorized padlocks will be cut.

TOWELS: Towels are available for a rental fee of \$1.50/towel or \$8/month. Photo ID must be left at the Service Desk to rent a towel. Towels should be returned to the Service Desk to pick up your photo ID when leaving the Club.

ATTIRE & EQUIPMENT:

- Only clean athletic shoes (non-marking soles) are to be worn while exercising.
- Shirts and closed-toe shoes must be worn at all times when outside the locker room or pool. Inappropriate attire will be addressed by management on an individual basis.
- Racquetball eye guards are required any time on a racquetball court.
- Only swimming attire is permitted in the pool.
- There is a 30-minute limit per machine on all cardiovascular equipment when all other units of the same type are in use.
- Disinfectant solution and towels are provided to wipe down the equipment after each use.

MISCELLANEOUS RULES:

- No smoking will be permitted in the Club or on Club property.
- Outside food and drink will not be permitted in the Club. The Courtsports Deli is open seven days a week. Food and drinks are not allowed beyond the lounge area (except water bottles in no-spill containers).
- Glass items are not permitted in the locker room or pool areas.
- All members shall refrain from using loud or foul language and from any type of harassment of members or staff.
- Argumentative political and/or religious discussions are not permitted.
- Cell phone usage in any area of the club should be limited and should not affect other members negatively. Cell phone usage will not be allowed in the locker rooms. Enforcement of cell phone abuse will be handled by management on an individual basis.
- Headphones should be used when listening to music in any area at the Club.
- Courtsports employs a team of trained fitness professionals to assist our members with safe equipment usage and fitness training. Instruction or training by unauthorized personnel is prohibited.
- Acceptance of membership and/or usage of Club facilities constitutes acceptance of these rules.

CHILDREN'S POLICIES: All children using/inside Courtsports facilities must be on a Family Membership or pay a non-member guest fee. This includes the use of the lobby. Children under the age of 8 must be within the arms reach of a parent or a supervising adult (18 years or older) at all times. All children are expected to display mature behavior in the locker rooms, exercise areas, and lounges of the Club. In an effort to have a positive environment for both adults and children, the following procedures will be taken in response to inappropriate behavior: 1. Warning to child, 2. Parent will be notified, 3. Suspension from the Club for a minimum of 2 weeks.

POOL: State law requires all children under 14 years of age be accompanied by an adult in the pool and spa areas.

Family Swim: During Family Swim, all children under 14 years of age must be accompanied by a responsible adult, 18 years of age or older, who is actively supervising their children. The supervising adult will be responsible for the actions and safety of their children.

All Workout: During All Workout, participants who are at least 8 years old may use the pool for aquatic exercises. All participants between 8-14 must be accompanied by a responsible adult, 18 years of age or older.

JACUZZI: Children under 14 may only use the Jacuzzi if accompanied by an adult.

Children's Policies: Under 8 years of age:

- If not with an adult, children under 8 years of age must be in the Kids Klub.
- May use the pool during Family Swim with a responsible adult.
- May use racquetball courts and gym under direct adult supervision.
- May participate in a club-supervised junior activity.
- Children may not use opposite sex locker rooms after their 4th birthday. Family Changing Rooms are available at both Clubs.
- May not be in or use the weight room or cardio equipment, and may not attend Group Exercise or Aqua-Fit classes.

Children's Policies: 8-13 years of age:

- May use all areas of the Club without adult supervision except locker rooms and the pool area.
- May use fitness center, but must be set up on a program by the fitness staff first.
- May attend Group Exercise and Aqua-Fit classes.
- May sit in lobby and do homework or watch television, must be on the membership or pay the appropriate guest fee.

Children's Policies: 14-18 years of age:

- All juniors 14 and over will be treated as an adult member of the club (exception Adult Swim – minimum age of 18).