

COURTSPOrts 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. However, the parents of the children under 18 years of age must sign a Courtsports Athletic Club "Waiver Release" form releasing the Club from legal liability for the child's use of the Club premises.

◆ Membership Cards

A membership card will be issued to each member. Members must be prepared to leave membership card at the Service Desk. Membership cards are not transferable and membership privileges will be suspended for members allowing non-members to use their card.

◆ Transfer of Membership

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

❑ TERMINATION OF MEMBERSHIP

◆ By the Member

1. **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 30th of the prior 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. Prepaid last month's dues will cover the last thirty days effective from the date of receipt of the termination notice. A membership termination is not retroactive and a terminating member shall not be entitled to a refund of any part of the initiation fee or monthly dues.

2. 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.

3. 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 30 days advanced written notification of termination per paragraph III. A. 1 above.

4. No member who terminates his/her membership in the Club or is terminated by the Club shall be allowed use of the Club as a non-member/guest if the member does not terminate in good standing.

◆ By the Club

1. The Club shall be entitled to terminate a membership after 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. Last month's dues will be applied and to reinstate membership, another initiation fee will be required.

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 usage of cardio equipment.

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

❑ 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 for insufficient funds 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 approved dues adjustment may predate the receipt of written notification.

◆ 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.

◆ **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.