



---

## **RULES, REGULATIONS & CONDITIONS OF MEMBERSHIP**

### **ARTICLE ONE MEMBERSHIP**

#### **Section 1. Provisions**

The classification of members, fixing the amount of dues payable by the members of each class, fixing the amount of registration fees, the expulsion of members and all other questions affecting or relating to the members or membership shall be under the complete control of the management.

Any person of good character and at least 18 years of age is eligible for membership in the Enterprise Sports Club. (The "Club"). Membership will not be denied on the basis of race, creed, religion, or national origin or any other protected category, nor shall any aspect of such matters ever be made a condition of membership. Children between the ages of 16 and 17 may also be members with parental consent and parental financial liability.

#### **Section 2. Classifications**

Membership types and dues shall be determined by the management. The management reserves the right to change membership categories.

#### **Section 3. Changes of Membership Status**

Members of the Club shall be able to change their membership classification by a request in writing delivered to the Club, at a reasonable service charge which includes a charge for a new membership card. The Club and the member shall make the necessary fee/dues adjustment.

#### **Section 4. Changes in Monthly Dues**

It is the member's responsibility to notify the Club of any corporate affiliation. Dues are also subject to change without notice for reasons including, but not limited to: annual dues increases, change in status due to additional family member, cancellation, change in corporate affiliation, or change in corporate membership level. Adding additional family members to a family membership plan requires mutual financial liability.

#### **Section 5. Facility**

As a Member, you are entitled to use Club's facilities and services. Club's facilities include cardiovascular and other exercise equipment, swimming pools and group exercise studios. Club may temporarily take facilities or equipment out of operation for reasonable repairs, modifications, substitutions or improvements. Club's services encompass the entire fitness spectrum, including; classes and instruction in personal training, yoga, and other physical activities. The Club reserves the right to make changes to the type of quantity of classes or equipment offered. Club's hours of access are Monday through Friday from 5:30 am to 9:00 pm and Saturday and Sunday from 7:00 am to 8:00 pm. On holidays, Club's services, facilities and

hours of access may be limited. Club reserves the right to establish the prime time schedule, reservation policy, as well as the hours and days of the operation of the facility.

#### Section 6. Prior Agreements, Modification, Arbitration

This Agreement constitutes the entire and exclusive agreement between the parties and cancels and supersedes prior promises, representations, understandings and/or agreements between the parties. This Agreement may be modified only by an instrument in writing signed by all parties. Any claim for damages sought by one party against the other under this Agreement shall be limited to material damages. Any and all claims or controversies arising out of or relating to this Agreement, to enforce or interpret any of the terms herein, or otherwise arising between the parties shall, in lieu of a jury or other civil trial, be settled by final and binding arbitration in accordance with then-current rules of the American Arbitration Association applicable to such disputes. The agreement to arbitrate includes all claims whether arising in tort or contract and whether arising under statute or common law including, but not limited to, any claim for personal injuries, death, property damage or loss, breach of contract, discrimination or harassment of any kind. The obligation to arbitrate such claims shall survive termination of the Agreement, and the arbitrator shall have jurisdiction to determine the arbitrability of any claim. The arbitrator shall have the authority to award any and all damages otherwise recoverable in a court of law. The arbitrator shall not have the authority to add to, subtract from or modify any of the terms of the Agreement. Judgment on any award rendered by the arbitrator may be entered and enforced by any court having jurisdiction thereof. Each party shall be responsible for paying its own costs for the arbitration including, but not limited to, arbitrator or other adjudication fees, attorneys' fees, witnesses' fees, transcripts, or other expenses. The prevailing party in any arbitration shall be entitled to recover its reasonable attorney's fees and costs, in addition to any other amounts to which it may be entitled. In addition, if it is necessary for the Club to assign this contract for collection, Member hereby agrees to pay all such collection costs in addition to any other amounts Member owes.

Section 7. Your Membership commences when the Membership Agreement is signed and your initial payment is made.

## ARTICLE TWO

### Termination of Membership

#### Section 1. Voluntary Resignation

Unless a specific length of term is stated herein, the term of this membership contract is month-to-month. Members wishing to cancel membership of their contract must submit such request in writing at least thirty (30) days in advance. Members with a contract for a specified term do not have termination rights except as provided elsewhere in this Agreement. Agreements with a specified term shall automatically renew on a month-to-month basis after the expiration of the term unless written notice of cancellation is given at least 30 days prior to the end of the term. FAILURE TO GIVE CANCELLATION NOTICE WILL RESULT IN RENEWAL OF CONTRACT ON A MONTH-TO-MONTH BASIS, AT RATES OFFERED TO THE PUBLIC AT THE TIME OF RENEWAL AS ESTABLISHED BY THE CLUB FROM TIME-TO-TIME.

MEMBERSHIP MAY BE CANCELLED WITH 30-DAYS PRIOR WRITTEN NOTICE AND PAYMENT OF ALL OUTSTANDING MONIES OWED TO THE CLUB.

Should a member cancel this contract, A resigning member shall remain liable for all dues and indebtedness accrued prior to the cancellation date of this contract and failure to return card charge, should it apply.

#### Section 2. Statutory Cancellation Rights.

If the cost of your membership, including initiation fees, is between \$1,500 and \$2,000, you have the right to cancel this membership within 20 days after the contract is executed. If the cost of your membership, including initiation fees, is between \$2,001 and \$2,500, you have the right to cancel this membership within 30 days after the contract is executed. If the cost of your membership, including initiation fees, exceeds \$2,501, you have the right to cancel this membership within 45 days after the contract is executed.

#### Section 3. Expulsion

Any member may be expelled by the management with or without cause. Cause for expulsion may consist of violation of any Rule or Regulation of the Club or House Rule, or of any conduct which in the opinion of the management is prejudicial to the welfare and good order and character of the Club or its members. In the event of expulsion the member shall immediately forfeit any benefits of membership, and there will be no refund of monthly dues or initiation fees paid, but liability for future monthly dues shall cease with respect to the expelled member.

### ARTICLE THREE

#### House Rules

1. All members and guests using the facilities must register at the front desk with their membership card. All guests must be accompanied by a Member and may use the Club's facilities subject to payment of the current guest fee, and execution of the Club's Assumption Of Risk And Liability Waiver And Release and Indemnity Agreement. For any minor guest, the Club's Assumption Of Risk And Liability Waiver And Release and Indemnity Agreement must be signed by the minor guest's parent or legal guardian. No Member shall bring any individual to the Club to perform personal training services. All guests must abide by Club policies, rules and regulations.
2. Members are expected to abide by Club reservation policies.
3. A membership waiting list will be established when management determines the Club is near capacity.
4. All members shall be expected to wear proper attire and recommended safety equipment when using the Club.

5. Athletic attire shall not be left at the Club overnight.
6. Members shall give written notice to the Club of any change in address. Failing such notice, all communications shall be presumed to have been received within five days after mailing.
7. Damage to Club property shall be paid for by any member who willfully or neglectfully causes such damage. Members are responsible for damage incurred by dependent children or guests.
8. Accounts will be billed or drafted from members on or about the first working day of each month. Billed accounts are due and payable upon receipt. After the 20th day of each month, such accounts are given a late status. Recurring charges such as dues are billed in advance; all other charges are billed at the end of the month in which they were charged. A \$25 per month late fee will be assessed on all delinquent accounts.
9. Reasonable attorney's fees and costs shall be awarded to the prevailing party by the Court or Arbitrator in any action on this Agreement. In addition, if it is necessary for the Club to assign this contract for collection, Member hereby agrees to pay all such collection costs.
10. On all questions concerning the construction and interpretation of these House Rules, the decision of the management shall be final.
11. Amendments to these House Rules may be made from time to time, as such conditions may warrant, by the management.
12. There will be no smoking in any part of the facilities by any person.
13. All members are encouraged to have a physical examination to determine present health before strenuous activity is commenced. Each Member represents that he/she is in good physical condition and has no medical condition or impairment that might prevent his/her intended use of the Club's facilities. Members acknowledge that the Club did not give him or her any medical advice at any time relating to his or her physical condition. If a Member has any medical concerns, those concerns should be discussed with a physician before using the Club's facilities. Members acknowledge that neither the Club, nor any of its owners, employees or agents are licensed medical practitioners, and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.
14. The Club is not responsible or liable for any loss, theft or injury to property of members or guests.
15. All members use the Club facilities at their own risk.
16. Any member who uses facilities for which he is not entitled shall, at the first offense, be warned; at the second offense, the member shall be assessed a reasonable

fine; at the third offense his or her membership may be cancelled at the sole discretion of the management.

17. All children that are not toilet trained must use non-disposable swim diapers when using the pool.

18. "Warning: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use or exchange of anabolic steroids."