



# **CLUB RULES AND REGULATIONS**

February 29, 2024

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## **CLUB RULES AND REGULATIONS**

**February 29, 2024**

The Club Rules and Regulations (“**Club Rules**”) for Villa Sport Fitness (“**VSF**”) located at 5341 Owens Court, Pleasanton, CA 94588 are listed below. The Club Rules were adopted by VillaSport Fitness PN LLC (“**VSFLLC**”). The primary purpose of the Club Rules is to ensure a premier club experience. All members and guests (and non-members, when applicable) must comply with the Club Rules when using VSF or attending any VSF activity.

VSFLLC may amend the Club Rules from time to time. The current Club Rules are posted on the VSF website. Additional rules and all signs and other notices posted in VSF not referenced in these Club Rules shall be considered additional rules and regulations all members and guests (and non-members, when applicable) must comply with. Members must also comply with the terms of their Membership Agreements. Certain fees, charges and policies referenced in the Club Rules can be found on our website or obtained from Member Services.

### **1. CLUB USE**

**1.1. Private Club.** VSF is a private club for use by its members and their guests, although limited services are available to non-members. Membership does not convey any ownership in VSF or VSFLLC. Memberships may not be sold or transferred by any member. VSF access may be restricted by VSF management at its discretion.

**1.2. Conduct.** Proper, respectful conduct is expected at all times in VSF. Profanity will not be tolerated. Parents are responsible for the conduct of their children. VSFLLC may suspend or cancel memberships for inappropriate conduct. Persons are financially responsible for any damage they cause.

#### **1.3. Club Use by Children.**

(a) Children under 12 are only permitted in Kids Club.

(b) Ages 12 - 15 must be accompanied by an adult to access the club, and the adult must provide supervision throughout the visit.

(c) Ages 12 and older may use the exercise equipment and attend group exercise classes.

(d) Unless specified otherwise, any reference to parents includes legal guardians, any reference to children includes wards, and any reference to adults means persons 18 and older.

**1.4. Member Access to Alternative Locations.** The Platinum Membership allows access to VSF and all VillaSport Athletic Club and Spa (“**VillaSport**”) locations. Single Club members (defined in Section 24.2) who wish to access a VillaSport location other than their “**Home Club**” (the location closest to the member’s residence and/or the club expected to be visited most often by all members on the membership) may do so by paying the IHRSA Day Pass fee and presenting their Home Club membership barcode upon check-in. The Day Pass will allow use of the club for the entire day, subject to the applicable Club Rules and program fees. If coming and going in a single day, members must check in each time they enter the club. Members may charge fees and services purchased during their use of the alternative club to their membership accounts. For more information about upgrading to a Platinum Membership, see Section 26.

### **2. MEMBERSHIP BARCODES**

**2.1. Check-In.** All members must check in at Member Services each time they enter VSF via the VSF app (“**VSF App**”). Membership barcodes will be issued for all members. Every member must have a membership photo on file. Children under 18 must have their photos updated annually. If a

member allows someone else to use his/her barcode, VSFLLC may cancel or suspend his/her membership.

**2.2. Club Charges.** Members who wish to charge to their membership accounts may be asked to present their membership barcode and government-issued identification at the time of purchase. Charge-to-account privileges can be changed by contacting the Concierge.

**2.3. IHRSA Club Benefits.** VSFLLC is a member of IHRSA, the International Health, Racquet and Sportsclub Association. Through the IHRSA Passport Program, members may gain access with their membership number to IHRSA's network of clubs around the world while traveling, subject to fees.

### **3. CLUB ATTIRE**

#### **3.1. Attire.**

(a) Appropriate attire (at the discretion of the general manager) must be worn at all times. VSFLLC may deny access to any part of the club for inappropriate attire.

(b) Shirts and shoes must be worn at all times, except in the pool area, locker rooms, and Recovery areas. If participating in a group exercise class performed barefoot (e.g., yoga, Pilates), shoes must be worn to and from the studio.

(c) Bathing suits are appropriate only in the pool area and locker rooms (and must be worn in the whirlpool). Bathing suits should be conservative and appropriate for a family club.

(d) No open-toed shoes, sandals, Crocs or flip-flops are allowed in the fitness center, on the court or in Kids Club. Cleats are not permitted anywhere in VSF.

### **4. ELECTRONIC COMMUNICATION DEVICES**

**4.1. Usage.** Cell phone calls are restricted to the lobby, Fuel Center, and parking lot. Use of cell phones for photography or videography is strictly prohibited in the locker rooms, saunas, steam rooms, group exercise studios, Kids Club, Recovery, and pool area. Photography and videography are discouraged in the fitness center, and members may be asked to discontinue photography or videography if it creates a distraction or inconvenience to others. All other cell phone usage (e.g., checking email, texting, reading a book, etc.) is permitted throughout VSF, except in group exercise studios during classes. In the fitness center, be courteous and do not text or read while sitting on the equipment. When using cell phones in permitted areas, callers should keep conversations brief. Members are not permitted to use speakerphones and must be considerate of those around them. Headphones are required while listening to any cell phone content. Upon entering VSF, cell phones should be switched to silent or vibrate mode.

### **5. GUESTS**

**5.1. General.** Members may invite guests 12 and older to VSF, subject to paying the applicable fees and accompanying them during the visit. Ages 12 – 15 must be directly supervised by an adult at all times. Members are responsible for their guests' conduct and attire, as well as charges incurred or damage caused by their guests. Guests may use the entire Club except Kids Club and Recovery. Guests may be asked to leave VSF for inappropriate conduct or attire. Guests who reside within a 25-mile radius of VSF may visit VSF up to two times per month.

**5.2. Number of Guests.** There is no limit on the number of paid guests members may invite. However, during peak times, seasons or special events, VSF may limit the number of guests or suspend guest privileges without notice. For the latest information on guest restrictions, please contact Member Services.

**5.3. Guest Registration.** Guest registration is required. Government-issued identification is needed for guests 18 and older. Ages 12 - 17 ("**Minors**") must be accompanied by an adult. If a Minor visits without a parent, the parent must complete the guest registration in advance. Guest registration is available online.

**5.4. Extended-Stay Guests.** Members from time to time may have extended-stay guests from outside the metropolitan area. Proof of residence outside a 25-mile radius of VSF is required. Seven-day guest passes are available for these guests. Extended-stay guests must be sponsored by a member but do not have to be accompanied by the member when using VSF.

**5.5. Free Guest Days and Open Houses.** From time to time, VSF may offer a Free Guest Day or an Open House, with certain restrictions. Please contact Member Services for the restrictions before arriving at VSF with guests.

## **6. NON-MEMBERS**

**6.1. Day Pass.** Non-members 12 and older may use VSF by purchasing a Day Pass. Ages 12 – 15 must be directly supervised by an adult at all times. Guest registration is required. Government-issued identification is needed for guests 18 and older. Minors must be accompanied by an adult. If a Minor visits without a parent, the parent must complete the guest registration in advance. Excluding Kids Club, the Day Pass will allow a non-member to use the entire club for the entire day, subject to the Club Rules, program availability and applicable program fees. If coming and going in a single day, the non-member must check in at Member Services each time he/she enters VSF. Non-members who reside within a 25-mile radius of VSF may purchase a Day Pass up to three times per month.

**6.2. IHRSA Members.** An IHRSA member 12 or older may purchase a Day Pass, subject to the following requirements: (1) his/her Home Club participates in the current Passport Program, (2) his/her Home Club is located outside the metropolitan area, and (3) he/she presents his/her Home Club card. If the Home Club card does not have a picture, VSF may request government-issued identification. IHRSA members using VSF must register as a guest and check in at Member Services.

## **7. LOCKER ROOM USE**

**7.1. Conduct.** People must be considerate of others when using the locker rooms. Conversations should be kept at a respectful level. Cell phone conversations are not permitted. Headphones are required while listening to any cell phone content. The use of any cameras or electronic communication devices of any type for taking photos or videos is strictly prohibited in the locker rooms due to privacy concerns. All amenities must be used as intended. Those misusing any amenity are responsible for any damage.

**7.2. Saunas and Steam Rooms.** Bathing suits are optional in the saunas and steam rooms. Those not wearing bathing suits must sit on towels. Street clothes and shoes are not allowed. Users must shower before entering. Shaving, grooming, stretching and exercising are not allowed. Eating/drinking (except water in closed, non-breakable containers) is not allowed. Those misusing any of these areas are responsible for any damage.

**7.3. Women's Locker Room.** The Women's Locker Room is available for females 12 and older.

**7.4. Men's Locker Room.** The Men's Locker Room is available for males 12 and older.

**7.5. Day-Use Lockers.** Day-use lockers are available in both locker rooms and throughout VSF. These lockers may not be used for overnight storage or valuables. VSF may open lockers and



empty any contents remaining on a nightly basis but shall not be responsible for loss of or damage to such contents after removal.

**7.6. Rental Lockers.** A limited number of rental lockers are available for members in both locker rooms. Lockers are assigned on a first-come, first-served basis. Once all lockers are reserved, Member Services will create a waiting list. Additional details are available at Member Services.

**7.7. Inspection and Liability.** VSF may inspect any locker at any time. VSF shall not be responsible for any loss of or damage to personal property arising out of the use of any locker.

## **8. TOWELS**

**8.1. General.** Member and guest fitness and bath/pool towels are available at Member Services. Individuals are limited to two fitness and two bath/pool towels per visit. Please help us keep costs down by depositing your towel in one of the towel drops located throughout the club. You are welcome to bring your own towels. Any towels left unattended for 30 minutes may be removed.

## **9. FITNESS CENTER**

**9.1. General.** The fitness center is available for ages 12 and older. Ages 12 – 15 must be directly supervised by an adult at all times.

**9.2. Etiquette.** When using any equipment, people must be considerate of others. All equipment should be wiped off after use with the anti-bacterial wipes provided by VSF. Used towels should be placed in the towel drops provided in the fitness center. All equipment, weights and accessories should be returned to their proper places. Dumbbells, barbells and Olympic bars should not be dropped on the floor. People should allow others to “work in” between sets and limit their use of cardio machines to 30 minutes if others are waiting. Athletic bags, backpacks, purses, and chalk are not permitted in the fitness center. Food, chewing gum and beverages (other than water in closed, non-breakable containers) are not permitted in the fitness center.

**9.3. Instruction and Orientation.** People using the fitness equipment do so at their own risk and are responsible for obtaining instructions on how to use the equipment before using it. Equipment must only be used in accordance with such instructions. Personal Trainers are available in the fitness center to assist on the proper use of equipment. In addition, VSF offers an equipment orientation as part of Your Fit Plan, a complimentary membership benefit that provides you with one 60-minute session with a certified Personal Trainer and a Your Progress Check session every 30 days. Fitness instruction, equipment orientation and fitness training shall only be conducted by VSF Personal Trainers.

**9.4. Personal and Small-Group Training.** Personal and small-group training are fee-based programs for members only. Reservations are available via the VSF App or at villasport.com. The small-group training schedule is posted on our website and is accessible on the VSF App. Please read the class description before attending any class. When attending a class, please wear the proper shoes and attire, and come free of perfume/cologne. Floor-marking shoes are not permitted in the studios. For courtesy and safety reasons, please be prompt to class. Please let the instructor know before the start of class if you are pregnant or have any medical risk factors. On the rare occasion you are running late, please enter class quietly, without interruption, and take responsibility for your own warmup.

**9.5 Cancellation Policy.** We request that members extend a 24-hour cancellation notice for personal training sessions and small-group training classes. If less than 24 hours’ notice is given, the fee for that session or class will be forfeited.

## 10. GROUP EXERCISE

**10.1. Etiquette.** Group exercise studios are for scheduled programs only unless otherwise posted. Cell phones should be switched to silent or vibrate mode before entering any studio. To ensure high quality programming, cell phone use is not permitted during class. Emergency texts and calls must be taken outside of the studio. As a courtesy, please refrain from conversations with other participants during class. When using any equipment, people must be considerate of others. All equipment should be wiped off after use with the anti-bacterial wipes provided by VSF. Used towels should be placed in the towel drops provided near the group exercise studios. Equipment should not be moved from studio to studio, and all equipment, weights and accessories should be returned to their proper places. Audio equipment is for scheduled programs and instructor use only. Athletic bags, backpacks and purses are not permitted in the group exercise studios. Food, chewing gum and beverages (other than water in closed, non-breakable containers) are not permitted in the group exercise studios.

**10.2. Group Exercise Classes.** Group exercise classes are complimentary by reservation only. Reservations are available via the VSF App or at villasport.com. Guests may reserve group exercise classes (as space permits) by contacting VSF in advance. The schedule is posted at VSF and on our website and is accessible on the VSF App. Please arrive at least five minutes before classes start to ensure your spot. Waitlisted members will be allowed in the studio at the start of class (one minute prior to class start in the RIDE studio) when space permits. To ensure an enjoyable experience and for your safety, late entry in RIDE studio classes is not permitted. As a courtesy to all participants, places may not be saved for others. A wide range of classes are offered in terms of fitness level and focus, so please read the class description before attending any class. When attending a class, please wear the proper shoes and attire, and come free of perfume/cologne. Floor-marking shoes are not permitted in the group exercise studios. For courtesy and safety reasons, please be prompt to class. Please let the instructor know before the start of class if you are pregnant or have any medical risk factors.

**10.3 No-Show/Late Cancellation Policy.** We all have busy schedules and planning benefits everyone. Timely cancellation allows others to take advantage of open spaces and sufficient time to plan. Accurate registration data offers us valuable insight to ensure we offer the right classes at the right times. You may register for a class right up until the start time. If you have registered for a class that you can no longer attend, cancel your reservation immediately and no later than one hour before class start to avoid a no-show/late cancellation fee. A no-show is defined as a member who fails to cancel within one hour of class start or does not attend class. You will not be charged for the first three no-shows/late cancellations. After your third no-show/late cancellation, you will be charged a no-show/late cancellation fee for each missed class. For weather and health-related emergencies, the no-show/late cancellation fee may be waived upon request.

**10.4. Cancellation by VSF.** From time to time, VSF may need to cancel or reschedule group exercise classes. In such event, VSF will make every effort to provide adequate notice of the change to all participants.

## 11. COURT

**11.1. Etiquette.** Ages 12 – 15 must be directly supervised by an adult at all times. When using any equipment, people must be considerate of others. Used towels should be placed in the towel drops. All equipment and accessories should be returned to their proper places. Food, chewing gum and beverages (other than water in closed, non-breakable containers) are not permitted on the court. Floor-marking shoes, open-toed shoes, sandals, Crocs, flip-flops, and cleats are not permitted on the court.

## 12. KIDS CLUB

### 12.1. Childcare; General.

(a) Kids Club is available to children ages six weeks through 11 years upon purchase of childcare pack(s). Each child is entitled to Kids Club childcare for two hours (“**Childcare Session**”) each day. During a Childcare Session, the member may not leave VSF. If the member leaves VSF during a Childcare Session, VSFLLC may impose a fine and/or cancel or suspend his/her membership.

(b) Childcare Session reservations are required 12 hours in advance for all ages. Reservations are available via the VSF App. To ensure proper care and an excellent member experience, capacities are limited.

(c) Guests and non-members may not use Kids Club.

**12.2. Youth Admission Forms.** Prior to a child’s first visit to Kids Club and participation in any VSF program, a parent must submit the standard Youth Admission Form. A parent must review and update the Youth Admission Form at least once annually, even if there are no changes.

**12.3. Allergies or Other Medical Conditions.** If a child has allergies or a non-communicable medical condition, a parent must include the information and any restrictions on the Youth Admission Form before checking the child into Kids Club for the first time. If a change in allergies or medical condition occurs, the Youth Admission Form must be updated immediately. Depending on the condition, Kids Club may require a physician approval. Staff will not administer any medications except in the event of an emergency. Staff will not apply creams or ointments (including diaper rash ointments).

**12.4. Check-In and Check-Out Procedures.** All children using Kids Club must be checked in and checked out at Member Services by a parent or Authorized Adult. Once checked in, the child may only be checked out by the parent or Authorized Adult who checked in the child and the parent or Authorized Adult cannot leave VSF during the Childcare Session. Except for authorized staff, no one 12 and older is allowed in the Kids Club secured areas.

An “**Authorized Adult**” is an individual 18 or older who has been authorized via the Youth Admission Form by a parent to pick up or drop off a child. Membership barcode or government-issued identification is required.

**12.5. Fee for Late Pick-Up.** Children must be picked up on a timely basis. A late charge will be incurred per child for tardiness. In addition, VSF may suspend and/or terminate a member’s privilege to use Kids Club.

**12.6. Pagers.** Pagers are available and will be provided to parents upon request, but Kids Club may require parents to take a pager. Parents are required to return immediately to Kids Club if paged.

**12.7. Conduct.** All children are expected to be respectful of others, including other children and staff. It may become necessary to inform parents of disruptive behavior that is above and beyond the acceptable range. In such an event, the parent will be called to pick up their child. If the child’s behavior cannot be corrected within a prescribed time frame, VSF may limit, suspend or terminate the child’s privilege to use Kids Club.

**12.8. Drinks and Food.** Food, chewing gum and beverages are not permitted in Kids Club. No food is provided during Childcare Sessions, so parents are encouraged to feed their children before checking them into Kids Club.

**12.9. Infants and Toddlers.** Infants and toddlers who are not potty trained must come with two diapers, wipes and a change of clothes. Parents of infants may provide pre-mixed/pre-made bottled formula or breast milk for the child, with feeding instructions; food is not permitted. All items must be labeled with the child's first and last names and placed in a bag that fits in a diaper bag cubby. Staff will change all diapers, except for a child with diarrhea, who will be deemed to be ill and the parent will be asked to return to Kids Club to pick up his/her child. Staff will also remind children who are potty trained to use the restroom and will check them frequently for "accidents." We do not allow infants to sleep in car seats without a signed waiver. A new waiver must be completed for each day this is requested.

**12.10. Illness.** For the health of all our children and staff, Kids Club does not accept children who are ill or were ill within the previous 48 hours. If a child is determined to be ill, the parent will be required to pick up his/her child immediately. The child may not return to Kids Club for a minimum of 48 hours unless a doctor's release is provided.

**12.11. Crying.** Kids Club will do its best to make all children at ease. However, if a child is crying for more than 15 minutes, the parent will be asked to return to Kids Club. At such point, the parent will be offered an opportunity to comfort his/her child for 10 minutes. If the child is unable to transition, the child will need to leave Kids Club for the day but may return the next day.

**12.12. Children Requiring Additional Supervision.** Kids Club staff have no medical or other specialized training designed to address the specific medical, psychological or social needs of all children and our facility is not staffed to provide one-on-one care for children requiring additional supervision. A certified aide (see Section 28.1) may be permitted to accompany a child after successful completion of a background check and live scan fingerprinting. For the health and well-being of all Kids Club participants, a physician's approval may be required before admitting a child with a certified aide. A child whose needs cannot be accommodated or who poses a risk of harm to himself/herself or another may be excluded from Kids Club.

**12.13. Attire for Kids Club.** Parents are encouraged to dress their infants in clothing that will allow for easy diaper changes. Toddlers and older children should wear comfortable clothing. Children who do not know how to tie their shoes should wear Velcro sport shoes. Open-toed shoes, sandals, Crocs, flip-flops, and cleats are not permitted in Kids Club. All children should wear socks to avoid blisters and other injuries.

**12.14. Personal Items.** Children should not bring any significant personal items to Kids Club, including iPods, MP3 players, cell phones, video players, game machines, toys or similar items.

**12.15. Incidents, Accidents and Emergency Procedures.** In case of an incident or accident, a verbal report will be provided to the parent. If your child sustains any injury that requires medical attention, including injury to head, neck or face, parents will be called to immediately return to Kids Club. In case of an emergency requiring evacuation, staff will follow the Emergency Evacuation and Relocation Plan procedures. In case of a natural disaster, staff will follow the applicable emergency procedures. In the event a child involved in our program contracts a communicable disease, parents and the applicable health department(s) will be notified.

### **13. POOL AREA**

**13.1. Pool Attire and Showers.** All pool and whirlpool users must wear appropriate swimwear (at the discretion of the general manager) and shower before entering the pool or whirlpool.

**13.2. Children.** The pool area is available only for ages 12 and older. There are no lifeguards on duty. Ages 12 - 15 must be directly supervised by an adult at all times.

**13.3. Illness.** For the health of our members and guests, swimmers should not enter the pool if they are ill or have been ill within the previous 48 hours, or if they have skin lesions, lacerations or wounds.

**13.4. Lap Pool.** The lap pool is available for individuals who are proficient swimmers and can swim laps. Ages 12 – 15 must be directly supervised by an adult at all times. Please reference the pool schedule for the lap swim hours.

**13.5. Lap Swimming Etiquette.** Prior to entering a lane with a swimmer, the swimmer must let the person swimming in that lane know that he/she is entering the lane. If only two people are swimming in the lane, swimmers may swim side-by-side. If more than two swimmers desire to use a lane, then the swimmers must swim in a circle using the right side of the lane. When passing another swimmer, the swimmer should use the left side of the lane when clear. Slower swimmers should let faster swimmers pass at the wall. VSF may segregate swimmers by speed by posting signs at each lane.

**13.6. Food and Beverages.** Chewing gum, food and beverages (other than water in closed, non-breakable containers) are not allowed in the pool area.

**13.7. Whirlpool.** The whirlpool is available during posted hours. Ages 12 - 15 must be directly supervised by an adult at all times.

**13.8. Group Aqua Classes.** Classes differ in terms of fitness level and swimming ability, so please read the class description before attending or registering for any particular class. These classes are offered by reservation only via the VSF App or at villasport.com. If you have registered for a class that you can no longer attend, cancel your reservation immediately and no later than one hour before class start to avoid a no-show/late cancellation fee (see Section 10.3 for details). When attending a class, please wear the proper swim attire. Participants should let the instructor know before the start of the class if they are pregnant or if they have any medical risk factors.

## **14. RECOVERY**

**14.1. General.** Access to Recovery is for VIP Memberships only. Recovery services require reservations via the VSF App. Contact Member Services or visit our website for more information.

**14.2 Cancellation Policy.** We request that VIP Membership members extend a 24-hour cancellation notice. If less than 24 hours' notice is given, an administrative fee will apply. If an appointment is missed, a full service credit will be forfeited.

## **15. FOOD AND BEVERAGES**

**15.1. Outside Food and Beverages.** No food, chewing gum or beverages may be brought to VSF. Water in closed, non-breakable containers is allowed in all areas of VSF.

## **16. SMOKING AND TOBACCO**

**16.1. Smoking and Tobacco.** Smoking (including electronic/vapor/tobacco-less cigarettes and similar products) and tobacco use in any form are strictly prohibited on VSF premises, including buildings, parking lots and any other area.

## **17. PHOTOGRAPHY AND VIDEO**

**17.1. Photography and Video.** Photographs and videos taken with cameras and camera phones are allowed for personal use (including social media) only in permitted areas designated in Section 4.1. Photography, audio and video must be conducted without disruption to club operations, members and guests, and only after obtaining verbal consent from the subject(s).

**17.2. Photography and Video by VSF.** From time to time, VSF will take photographs or videos of people using the club or at VSF events. VSFLLC may use these photographs or videos in its promotional materials, including posting them at VSF or on its website or appropriate Internet sites. VSFLLC shall not owe any form of compensation for such use.

## **18. LOST AND FOUND**

**18.1. Lost and Found.** VSF will hold lost items for up to two weeks, at which point the items will be donated to charity or disposed of. For any lost items, please immediately contact Member Services. To recover any lost item, ownership must be verified in person. VSF is not responsible for any lost or stolen items.

## **19. AUDIO**

**19.1. Listening to Audio.** Audio electronic devices are allowed only with earphones. When using earphones, the audio should be adjusted so that the sound is not audible to those nearby.

## **20. BUSINESS SOLICITATION**

**20.1. Business Solicitation.** People may not use any portion of VSF to solicit for or conduct their own personal business or account, including fitness training, sports coaching, physical therapy, medical consultation, nutritional advice, dieting advice, life coaching and swim lessons. However, people may work at VSF (e.g., lunch meetings in the Fuel Center, working on laptops).

## **21. PARKING LOT**

**21.1. Club Parking.** People may use the parking lot when using VSF. People are encouraged to remove all valuables from their vehicles. VSFLLC is not responsible for any lost or stolen items left in vehicles, or for any damage to or theft of any vehicle. Overnight parking is prohibited and any vehicle left in the lot after closing is subject to being towed at the owner's expense. If a vehicle needs to be left in the parking lot due to mechanical problems, please inform Member Services before leaving the parking lot.

**21.2. Speed Limit.** When driving in the parking lot, people should not exceed 15 mph and should remain watchful for people walking in the parking lot, especially children.

## **22. MONTHLY/ANNUAL BILLINGS AND PAYMENTS ON ACCOUNTS**

**22.1. Timely Payments.** All dues are billed monthly in advance on the second calendar day of each month. An annual facility fee ("**Annual Fee**") of \$49 is billed 60 days after member's enrollment date and on the same date each year thereafter. On the billing date, VSFLLC will charge the total outstanding amount to the credit/debit card or draft from the checking account on file. Members are required to maintain a current, valid form of payment on file with VSF at all times. To avoid collection fees, late fees and interest, the Primary Adult member must submit billing information changes online. Members are responsible for ensuring that their accounts are settled on a timely basis and may access their account information online. For more information on online account access, members should contact the Concierge.

**22.2. Late Fees and Other Charges.** If a member's credit/debit card is declined or the checking account draft is returned by the member's bank, the member's account may be subject to late fees and other charges. A \$25.00 late fee will be assessed on the tenth calendar day of the month if the member's account remains unpaid. VSFLLC may also charge interest on any delinquent amounts for the period that such amount remains unpaid at the prime rate plus four percent or the statutory maximum (whichever is less). The prime rate shall be the prime rate established by VSFLLC's then-

current bank or another reputable source. VSF may suspend or cancel membership privileges for failing to pay dues or any amounts owed on a timely basis.

**22.3. Chronic Delinquency.** If a member's credit/debit card is declined or the checking account draft is returned by the member's bank more than twice in a 12-month period, the member shall immediately and automatically be assessed a \$25.00 late fee upon the third and each subsequent delinquency. If a member's credit/debit card is declined three times in a 12-month period, the late fee will be increased to \$50.00 for each subsequent delinquency. Members shall remain responsible for all fees and charges.

**22.4. Electronic Funds Transfer.** If a member pays monthly dues, charges, fees, etc. by debit card or checking account draft, VSFLLC will only send prior notice of an electronic funds transfer from the member's account when the member exceeds his/her monthly limit for charges or VSFLLC adjusts monthly dues.

## **23. MEMBERSHIP ACCOUNTS**

**23.1 General.** The maximum number of members on an account is one (ages 12 and older). Ages 12 – 17 may join VSF only with parental authorization, and their parents bear financial responsibility for their membership account. Parents of ages 12 – 17 are also responsible for the conduct of their children while using VSF.

**23.2. Account Changes.** The Primary Adult member may request account changes at any time online, subject to the restrictions and deadlines below.

**23.3. Voluntary Cancellation.** The Primary Adult member may request to voluntarily cancel his/her membership at any time by submitting a written notice of cancellation (1) in person at Member Services, (2) by certified mail, return receipt requested, to his/her Home Club address, or at villasport.com. The written notice must include his/her first and last names; membership account number; and signature. The effective date of the cancellation shall be as set forth in Section 23.4.

**23.4. Effective Date of Voluntary Cancellation.** Your voluntary cancellation will be effective 30 calendar days following the date we receive your request to cancel (e.g., written notice received by us on January 15 will cancel your membership effective February 14). Members shall remain members until the effective voluntary cancellation date and have full access to VSF during such period. The members will be billed and responsible for dues until the effective date and will be charged the total outstanding amount owed under the account to the credit/debit card or checking account on file. Any membership dues paid for partial months will be prorated to the effective voluntary cancellation date. Charge-to-account privileges will be unavailable on the last day of the membership.

**23.5. Involuntary Cancellation.** If VSF exercises its right to cancel a membership, such cancellation shall be effective immediately and all amounts due under the account shall be due and payable immediately. The member shall be responsible for monthly dues.

**23.6. Suspension of Membership.** If VSF exercises its right to suspend a membership, such suspension shall be effective for the period specified by VSF. Suspended members may not use VSF during the suspension period but shall be responsible for all charges to their account and may be required to continue paying monthly dues.

## **24. MEMBERSHIP TRANSFERS**

**24.1. General.** The Primary Adult member may request a transfer from one club (“**Originating Club**”) to another club (“**Destination Club**”) at any time online, subject to availability, fees, and other restrictions. Transfers apply to the entire membership.

**24.2. Transfer Policies.** Members of a single club (“**Single Club**”) who have timely paid dues at the Originating Club for at least six continuous months will pay no additional enrollment fees to transfer to the Destination Club. Single Club members with less than six months’ tenure will pay the difference between the current Destination Club enrollment fees and the most recent enrollment fees paid by the membership; if the difference is negative, no additional enrollment fees are due. Regardless of tenure, Single Club members will assume the then-current Destination Club monthly dues rates. The new dues rate is prorated through the end of the current month and charged. The old dues rate is prorated through the end of the current month and credited. Prorated amounts are based on the effective date requested. Club transfers are subject to availability.

**24.3. Services.** Purchased services may be used/redeemed only in the club where purchased.

**24.4. Gift Cards.** Purchased VillaSport gift cards may be used at VSF or any VillaSport location. If a member does not have access to a particular club, the gift card may only be redeemed in areas open to the public or for programs available to non-members, unless the member pays the guest fee (via gift card or other form of payment) to gain access to the club, and then the VillaSport gift card is redeemable anywhere in the club. Promotional reward or bonus cards, vouchers or coupons given or awarded to members at a particular club may be redeemable at any club or may be limited to use only at the issuing club if there are special circumstances. Any such limitation will be noted on the reward or bonus card, voucher or coupon.

## **25. VIP MEMBERSHIP**

**25.1. General.** The “**VIP Membership**” allows access to VSF, with additional benefits. A full list of benefits may be obtained from a VSF Ambassador.

**25.2. Membership Upgrade Options.** All members are eligible to upgrade from Single Club Membership to VIP and Platinum Memberships.

**25.3. Membership Upgrade Policies.** The Primary Adult member may request an upgrade at any time online, regardless of membership tenure, subject to availability, fees, and other restrictions. Members will assume the then current, applicable Single Club, VIP or Platinum Membership monthly dues rate. The new dues rate is prorated through the end of the current month and charged. The old dues rate is prorated through the end of the current month and credited. Prorated amounts are based on the effective date requested.

**25.4. Membership Downgrade Options.** All members are eligible to downgrade from Platinum Membership to Single Club Membership, Platinum Membership to VIP Membership and VIP Membership to Single Club Membership. Membership downgrades are subject to availability.

**25.5. Membership Downgrade Policies.** The Primary Adult member may request a downgrade at any time online, subject to availability and certain restrictions. Members must have been Single Club or Platinum members for at least 60 days and timely paid dues immediately prior to the downgrade. There are no additional enrollment fees or refunds for downgrades. Members will assume the then current, applicable monthly dues rate. The downgrade will be effective 30 calendar days following the date you submit and confirm your request to downgrade (e.g., an online request submitted on January 15 will downgrade the membership effective February 14). The new dues rate and downgraded membership access will begin on the effective date of the downgrade.



## **26. PLATINUM MEMBERSHIP**

**26.1. General.** The “**Platinum Membership**” allows access to VSF and VillaSport clubs located in Roseville and San Jose, CA; Colorado Springs, CO; Beaverton, OR; and Cinco Ranch, Cypress, and The Woodlands, TX. Monthly dues rates and enrollment fees are the same regardless of the Home Club selected.

**26.2. Home Club Transfer Options.** Members may change their designated Home Club from VSF or any of the seven Platinum Membership clubs to one of the other six clubs. The Home Club must be the location closest to the member’s residence and/or the club expected to be visited most often by all members on the membership.

**26.3. Home Club Transfer Policies.** The Primary Adult member may request a transfer between VSF or one of the seven Platinum Membership clubs at any time online, regardless of membership tenure, subject to availability. Platinum Membership transfers will result in no additional enrollment fees and no change in monthly dues rate.

**26.4. Membership Upgrade Options.** All members may upgrade from Single Club Membership to Platinum Membership.

**26.5. Membership Upgrade Policies.** The Primary Adult member may request an upgrade at any time online, regardless of membership tenure, subject to availability, fees, and other restrictions. Members will pay the difference between the current Platinum Membership enrollment fee being charged and the most recent enrollment fees paid for each individual member on the membership. Members will assume the then-current Platinum Membership monthly dues rate. The new dues rate is prorated through the end of the current month and charged. The old dues rate is prorated through the end of the current month and credited. Prorated amounts are based on the effective date requested.

**26.6. Membership Downgrade Options.** All members are eligible to downgrade from Platinum Membership to VIP Membership or Single Club.

**26.7. Membership Downgrade Policies.** The Primary Adult member may request a downgrade at any time online, subject to availability and certain restrictions. Members must have been Platinum members for at least 60 days and timely paid dues immediately prior to the downgrade. There are no additional enrollment fees or refunds for downgrades. Members will assume the then-current, applicable monthly dues rate. The downgrade will be effective 30 calendar days following the date you submit and confirm your request to downgrade (e.g., an online request submitted on January 15 will downgrade the membership effective February 14). The new dues rate and downgraded membership access will begin on the effective date of the downgrade.

**26.8. Services.** Purchased services, programs and events may be used/redeemed only in the club where purchased.

## **27. MEMBERSHIP FREEZE**

**27.1. Freeze.** The Primary Adult member may request a voluntary General Freeze for any reason, or a Medical/Military Freeze with appropriate documentation. A Freeze requires a minimum term of 30 days and maximum of 12 months. The Primary Adult member may request a Freeze by completing the online Membership Change Form or contacting the Concierge. The member must declare a reactivation date at the time of request. The member may reactivate early on Freezes longer than 30 days. There is no limit to the number of Freezes taken in a calendar year. Freezes are not granted retroactively. A membership must be in good standing for a Freeze to be approved. All outstanding balances, prorated fees, and charges to membership account must be paid in full prior to the granting of a Freeze request.

**27.2. General Freeze.** A General Freeze may be granted for any reason requested by the Primary Adult member. A monthly membership maintenance fee of \$15.00 will be charged during the General Freeze period. The Annual Fee will continue to be charged during the General Freeze period. After a minimum of 30 days, the Primary Adult member with a General Freeze may reactivate the membership at any time. The monthly membership maintenance fee is not prorated and will be billed on the 2<sup>nd</sup> calendar day of each month.

A General Freeze will be effective 30 calendar days following the date you submit and confirm your request (e.g., a request submitted on January 15 makes the General Freeze effective February 14). All members shall remain members until the effective date of the General Freeze and have full access to VSF during such period. The members will be billed and responsible for dues until the effective date and will be charged the total outstanding amount owed under the account to the credit/debit card or checking account on file. Any membership dues paid for partial months will be prorated to the effective General Freeze date.

**27.3. Medical/Military Freeze.** A Medical or Military Freeze may be granted for documented medical reasons and military deployment/re-assignment only. No fees, except the Annual Fee, will be charged during the term of the Freeze. The Primary Adult member will provide a doctor's note (Medical) or order papers (Military). For a Medical Freeze, the Primary Adult member must provide a note from a doctor stating that exercise limitations have been prescribed and indicating when the member may resume physical activity. The Freeze start date will be either the date noted on the doctor's note or the date the Freeze request is submitted to VSF, whichever is later. A Medical Freeze may be extended with an updated doctor's note. If a doctor's note does not state a return date, the Freeze will be granted for two months and may be extended or shortened, but not for less than 30 days or longer than 12 months. Prorated dues charges or refunds will be calculated and processed by the Concierge at the beginning of a Freeze and/or upon the member's return to active status.

For a Military Freeze, the Primary Adult member must provide a copy of his/her orders. Special forces military who have no advance warning of deployment or return date and no official deployment papers may be excused from this requirement. The Freeze start date will be either the departure date noted on the order papers or the date the Freeze request is submitted to VSF, whichever is later. A Military Freeze may be extended with updated orders. If the military orders do not state a return date, the Freeze will be granted for two months and may be extended or shortened, but not for less than 30 days or longer than 12 months. Prorated dues charges or refunds will be calculated and processed by the Concierge at the beginning of a Freeze and/or upon the member's return to active status.

## **28. CERTIFIED AIDES**

**28.1. Certified Aides.** A certified aide may enter VSF without additional fees only when accompanying a member who requires one-on-one assistance. The certified aide must be 18 or older and must register as a guest and provide government-issued identification. Except as noted below, a certified aide may not use the member portions of VSF without purchasing a membership or paying the applicable Day Pass fees.

## **29. ANIMALS**

**29.1. General.** Members and guests may not bring any animal to any part of VSF (including the parking lot) unless it is a service animal performing its duties in the care of a person who requires its assistance ("**service animal**"). A service animal must be under the direct control of its owner at all times and must be removed immediately if it causes a disturbance, interferes with the activities of others, or poses a health or safety risk. At no point may the service animal be left unattended by its owner. The owner of a service animal must promptly remove animal waste and may be liable for any damage caused by his/her service animal. Service animals are not allowed in pool,

whirlpool, saunas or steam rooms due to health and safety concerns, nor are service animals allowed to use club amenities (e.g., showers, towels).

### **30. FIREARMS AND OTHER WEAPONS**

**30.1 Firearms.** VSFLLC abides by the laws of the state of California regarding open and concealed carry of firearms. Firearms may not be placed in lockers or left with Member Services for safekeeping. VSFLLC accepts no responsibility for the loss, misuse, or theft of firearms.

**30.2 Weapons (Other).** Except as noted in Section 30.1, you may not possess, display, use or distribute weapons of any kind on VSF premises or off VSF premises for any VSF-sponsored or sanctioned event or program, except as otherwise expressly allowed by the laws of the state of California.

### **31. GIFT CARDS**

**31.1. Purchased Gift Cards.** VillaSport gift cards may be purchased at Member Services or on our website. Purchased gift cards may be used at VSF for any service, Fuel Center items, monthly dues and enrollment fees.

**31.2. Complimentary Reward and Bonus Cards.** VSF may issue complimentary reward and bonus cards. These cards expire and may not be used towards monthly dues or enrollment fees, or for purchases of gift cards or alcoholic beverages, and may specify additional restrictions.

### **32. CLUB CLOSURE**

**32.1. Club Closure.** VSF may close all or parts of the club at any time and will endeavor to provide reasonable advance notice. No adjustment to dues will be provided.