



CLUB RULES AND REGULATIONS

San Jose, CA

December 1, 2018

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TABLE OF CONTENTS

	<u>Page</u>
1. CLUB USE.....	1
1.1. Private Club	1
1.2. Conduct	1
1.3. Club Use by Children.....	1
1.4. Member Access to Alternative Locations	2
2. MEMBERSHIP SCAN CARDS AND CHECK-IN.....	2
2.1. Membership Scan Cards	2
2.2. Club Charges.....	2
2.3. Lost or Stolen Cards	2
2.4. IHRSA Club Benefits	2
3. CLUB ATTIRE	2
3.1. Attire	2
4. ELECTRONIC COMMUNICATION DEVICES	2
4.1. Usage	2
5. GUESTS.....	3
5.1. General	3
5.2. Number of Guests	3
5.3. Guest Registration.....	3
5.4. Extended-Stay Guests.....	3
5.5. Free Guest Days and Open Houses	3
6. NON-MEMBERS	3
6.1. Day Pass	3
6.2. Club Programs Available to Non-Members.....	3
6.3. IHRSA Members.....	4
7. LOCKER ROOM USE	4
7.1. Conduct	4
7.2. Whirlpools, Saunas and Steam Rooms.....	4
7.3. Women’s Locker Room	4
7.4. Men’s Locker Room.....	4
7.5. Family Locker Room.....	4
7.6. Day-Use Lockers	4
7.7. Rental Lockers.....	4
7.8. Inspection and Liability	4
8. TOWELS.....	4
8.1. Indoor Towels	4
8.2. Pool Towels	4
9. FITNESS CENTER.....	5
9.1. General	5
9.2. Etiquette.....	5
9.3. Instruction and Orientation	5

	<u>Page</u>
10. GROUP EXERCISE STUDIOS	5
10.1. Etiquette.....	5
10.2. Group Exercise Classes	5
11. COURTS.....	5
11.1. Etiquette.....	5
11.2. Main Court	5
12. VILLAKIDS.....	6
12.1. Rotations; General.....	6
12.2. Youth Admission Forms	6
12.3. Allergies or Other Medical Conditions	6
12.4. Check-In and Check-Out Procedures	6
12.5. Fee for Late Pick-Up.....	7
12.6. Pagers	7
12.7. Conduct	7
12.8. Drinks and Lunches	7
12.9. Infants and Toddlers	7
12.10. Illness.....	7
12.11. Crying	7
12.12. Children Requiring Additional Supervision	7
12.13. Attire for VillaKids	8
12.14. Personal Items.....	8
12.15. Incidents, Accidents and Emergency Procedures.....	8
13. POOL AREAS.....	8
13.1. Pool Attire and Showers	8
13.2. Children	8
13.3. Swim Diapers and Swim Pants	8
13.4. Illness.....	8
13.5. Life Jackets, Water Wings and Flotation Devices	8
13.6. Lap Pools.....	8
13.7. Lap Swimming Etiquette.....	8
13.8. Waterslides	9
13.9. Pool Toys.....	9
13.10. Pool Chairs, Umbrellas and Tables.....	9
13.11. Casabella Rentals	9
13.12. Food and Beverages	9
13.13. Inclement Weather	9
13.14. Safety Breaks	9
13.15. Pool Conduct	9
13.16. Outdoor Pool Area.....	9
13.17. Indoor and Indoor/Outdoor Co-Ed Whirlpools	9
13.18. Group Aqua Classes	10
13.19. Water Walk	10
14. VILLASPA.....	10
14.1. General	10
14.2. Non-Member Use and VillaKids	10
15. FOOD AND BEVERAGES	10
15.1. General.....	10
15.2. Outside Food and Beverages.....	10
15.3. Alcoholic Beverages	10

	<u>Page</u>
16. SMOKING AND TOBACCO	10
16.1. Smoking and Tobacco.....	10
17. PHOTOGRAPHY AND VIDEO.....	10
17.1. Photography and Video.....	10
17.2. Photography and Video by the Club.....	10
18. LOST AND FOUND.....	11
18.1. Lost and Found.....	11
19. AUDIO	11
19.1. Listening to Audio.....	11
20. PROGRAMS.....	11
20.1. Fee-Based Programs	11
20.2. Fees and Changes	11
20.3. Cancellation by Club.....	11
21. BUSINESS SOLICITATION	11
21.1. Business Solicitation.....	11
22. PARKING LOT.....	11
22.1. Club Parking	11
22.2. Speed Limit.....	11
23. MONTHLY BILLINGS AND PAYMENTS ON ACCOUNTS	11
23.1. Timely Payments	11
23.2. Late Fees and Other Charges	12
23.3. Chronic Delinquency	12
23.4. Electronic Funds Transfer	12
24. MEMBERSHIP ACCOUNTS	12
24.1. Account Changes	12
24.2. Additions	12
24.3. Removal.....	12
24.4. Voluntary Termination	12
24.5. Terminations Received On or Before the 15 th	12
24.6. Terminations Received After the 15 th	13
24.7. Involuntary Termination	13
24.8. Suspension of Membership	13
24.9. Transfer of Membership	13
25. MEMBERSHIP TRANSFERS.....	13
25.1. General.....	13
25.2. Transfer Policies.....	13
25.3. Services.....	13
25.4. Gift Cards.....	13
26. SILVER MEMBERSHIP.....	13
26.1. General.....	13
26.2. Home Club Transfer Options.....	14
26.3. Home Club Transfer Policies.....	14
26.4. Membership Upgrade Options.....	14
26.5. Membership Upgrade Policies	14
26.6. Membership Downgrade Options.....	14
26.7. Membership Downgrade Policies.....	14

	<u>Page</u>
26.8. Services	14
26.9. Gift Cards.....	14
27. PLATINUM MEMBERSHIP	14
27.1. General	14
27.2. Home Club Transfer Options.....	14
27.3. Home Club Transfer Policies.....	15
27.4. Membership Upgrade Options.....	15
27.5. Membership Upgrade Policies	15
27.6. Membership Downgrade Options.....	15
27.7. Membership Downgrade Policies.....	15
27.8. Services.....	15
27.9. Gift Cards.....	15
28. MEMBER LEAVE OF ABSENCE	15
28.1. General.....	15
28.2. Required Documentation.....	15
28.3. Effective Date	16
28.4. Length of LOA	16
28.5. Family Members	16
28.6. Maintenance Fees	16
28.7. Monthly Dues.....	16
29. NANNIES/AU PAIRS	16
29.1. General.....	16
29.2. Enrollment Fees and Dues	16
30. ANIMALS	17
30.1. General.....	17
31. FIREARMS	17
31.1 General.....	17
32. CLUB RENTAL	17
32.1 Rental of Facilities	17
33. RETAIL CLUB SHOP	17
33.1. Retail Club Shop.....	17
34. GIFT CARDS	17
34.1. Purchased Gift Cards	17
34.2. Complimentary Gift Cards	17
35. CLUB CLOSURE.....	17
35.1. Club Closure.....	17

CLUB RULES AND REGULATIONS
(San Jose, CA)
December 1, 2018

The Club Rules and Regulations (“**Club Rules**”) for VillaSport Athletic Club and Spa located at 1167 N. Capitol Avenue, San Jose, CA (“**Club**”) are listed below. The Club Rules were adopted by VillaSport LLC (“**VillaSport**”). 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 the Club or attending any Club activity.

VillaSport may amend the Club Rules from time to time. The current Club Rules are posted on the Club website. Additional rules posted throughout the Club must be followed as well. 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 the Concierge.

1. CLUB USE

1.1. Private Club. The Club 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 the Club or VillaSport. Memberships may not be sold or transferred by any member. Club access may be restricted by Club management at its discretion.

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

1.3. Club Use by Children.

(a) Children under 13 must be directly supervised by an adult. If a child under 13 is enrolled in a VillaSport-staffed program, a supervising adult must (1) check the child into the Club and (2) sign the child in and out of the program with the relevant staff. Children must be signed out of the program on a timely basis. A late charge may be incurred per child for tardiness.

(b) Children under 13 may not use any of the exercise equipment (except while under the instruction of a Fitness Advisor), and may not attend any of the group exercise classes (other than those classes designed for these younger age groups).

(c) Children 13 through 15 may use the exercise equipment and attend group exercise classes upon completion of the Club’s youth fitness orientation.

(d) Children 16 and older may use the exercise equipment and attend group exercise classes.

(e) Parents of youth under 18 who participate in select VillaSport programs must complete a standard Youth Admission Form prior to their child’s participation in such programs. A supplemental Youth Admission Form may also be required for participation in select activities. A parent must review and update the Youth Admission Form(s) at least once annually, even if there are no changes.

(f) The maximum age of children on a family membership is 22.

(g) 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. Single Club and Silver members (defined in Sections 25.2 and 26.1, respectively) who wish to access a VillaSport location other than their Home Club (defined in Section 26.2) may do so by paying the IHRSA Day Pass fee and presenting their Home Club membership scan cards upon check-in. The Day Pass will allow use of the Club for the entire day, subject to the Club Rules and applicable program fees. If coming and going in a single day, members must check in at Member Services 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 Silver and Platinum memberships, see Sections 26 and 27.

2. MEMBERSHIP SCAN CARDS

2.1. Membership Scan Cards and Check-In. All members must check in at Member Services each time they enter the Club. At least one membership scan card per family must be presented at check-in. Membership scan cards will be issued for members 13 and older. 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 card, VillaSport may confiscate the card and/or terminate 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 scan cards and photo identification at the time of purchase. The Primary Adult Member on the account may add or remove charge-to-account privileges for any members on his/her membership at the Concierge Desk.

2.3. Lost or Stolen Cards. Members must immediately report lost or stolen membership scan cards to Member Services. Lost or stolen membership scan cards must be replaced. Until a member reports the lost or stolen card to Member Services, the member will be responsible for all charges to his/her account. If a lost or stolen card is found, it must be returned to Member Services.

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

3. CLUB ATTIRE

3.1. Attire.

(a) Attire that is appropriate for a family club must be worn at all times. VillaSport 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 areas and locker rooms. 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 areas and locker rooms (and must be worn in the whirlpools). 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 courts or in VillaKids. Cleats are not permitted anywhere in the Club.

4. ELECTRONIC COMMUNICATION DEVICES

4.1. Usage. Cell phone calls are restricted to the Club lobby, VillaCafé, second floor bridge, parking lot and pool areas. Cell phone usage is not allowed in locker rooms, whirlpool lounges, group exercise studios, group training studios, VillaKids, and VillaSpa suites and relaxation areas.

Non-verbal cell phone usage is permitted on the main court and in the fitness center and VillaSpa nail rooms. When using cell phones in permitted areas, callers should keep conversations brief and be considerate of those around them. Upon entering the Club, cell phones should be switched to silent or vibrate mode. The use of any electronic communication devices and cameras of any type is strictly prohibited in the locker rooms due to privacy concerns.

5. GUESTS

5.1. General. Members may invite guests to the Club, subject to paying the applicable fees and accompanying them during the visit. 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 for VillaKids, where there are certain exceptions. Guests may be asked to leave the Club for inappropriate conduct or attire. Guests who reside within a 25-mile radius of the Club may visit the Club 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, the Club may limit the number of guests or suspend guest privileges without notice. For the latest information on guest restrictions, please contact the Concierge.

5.3. Guest Registration. Guest registration is required. Only one registration per family is required. Photo identification is needed for guests 18 and older. Guests under 18 ("**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 the Club 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 the Club.

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

6. NON-MEMBERS

6.1. Day Pass. Non-members may use the Club by purchasing a Day Pass. Guest registration is required. Only one registration per family is required. Photo 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 VillaKids, the Day Pass will allow a non-member to use the entire Club for the entire day, subject to the Club Rules 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 the Club. Non-members who reside within a 25-mile radius of the Club may purchase a Day Pass up to two times per month.

6.2. Club Programs Available to Non-Members. Throughout the year, the Club may make certain programs available to non-members. When attending these programs, non-members may use that area of the Club related to their respective program and the locker rooms. Non-members may not use other areas of the Club unless they pay the Day Pass fees and applicable program fees. Non-members must register before commencing each program. If a non-member Minor is enrolled in a VillaSport-staffed program, a supervising adult must (1) check the child into the Club and (2) sign the child in and out of the program with the relevant staff. Children must be signed out of the program on a timely basis. A late charge may be incurred per child for tardiness. For certain programs, adult family members may enter the Club without additional fees to observe their children participating in programs after registering as a guest and providing photo identification, but they may not use the member portions of the Club unless they pay the applicable Day Pass fees.

6.3. IHRSA Members. An IHRSA member 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, the Club may request photo identification. IHRSA members using the Club 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. The use of any electronic communication devices and cameras of any type, including cell phones, 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. Whirlpools, Saunas and Steam Rooms. Bathing suits are required for the whirlpools and optional for the saunas and steam rooms. Those not wearing bathing suits must sit on towels. Whirlpool users must shower before entering. Shaving is strictly prohibited in the whirlpools, saunas and steam rooms. 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 13 and older. The Women's Whirlpool Lounge is available for females 18 and older.

7.4. Men's Locker Room. The Men's Locker Room is available for males 13 and older. The Men's Whirlpool Lounge is available for males 18 and older.

7.5. Family Locker Room. The Family Locker Room is for family use only. Children under 13 must be directly supervised by an adult. Adults may not use the Family Locker Room unless accompanying a child under 13.

7.6. Day-Use Lockers. Day-use lockers are available in all locker rooms and throughout the Club. These lockers may not be used for overnight storage or valuables. The Club 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.

7.7. Rental Lockers. A limited number of rental lockers are available for members in all locker rooms. Lockers are assigned on a first-come, first-served basis. Once all lockers are reserved, the Concierge will create a waiting list. Upon the member's request, the member's name will be added to his/her locker. Complimentary laundry service is available for gym clothes worn at the Club. Additional details on rental, name plates and laundry service are available at the Concierge Desk.

7.8. Inspection and Liability. The Club may inspect any locker at any time. The Club 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. Indoor Towels. Towels are available for use while at the Club. Used towels should be deposited in one of the towel drops provided throughout the Club.

8.2. Pool Towels. One VillaSport pool towel per person is allowed. Used VillaSport pool towels should be deposited in one of the towel drops. People may bring their own pool towels. Pool towels left unattended for 30 minutes may be removed.

9. FITNESS CENTER

9.1. General. The fitness center is available for ages 13 and older. Children under 13 may use the fitness center only while under the instruction of VillaSport staff and a supervising adult must (1) check the child into the Club and (2) sign the child in and out of such instruction with the relevant staff. Children must be signed out of the instruction on a timely basis. A late charge may be incurred per child for tardiness.

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 the Club. 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 and purses 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. Newspapers and magazines should be returned to the appropriate rack.

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. Fitness Advisors are available in the fitness center to assist on the proper use of equipment. In addition, the Club offers complimentary equipment orientations. For more information on these orientations, please contact a Fitness Advisor. Fitness instruction, equipment orientation and fitness training shall only be conducted by VillaSport Fitness Advisors.

10. GROUP EXERCISE STUDIOS

10.1. Etiquette. Group exercise studios are for scheduled programs only. 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 the Club. Used towels should be placed in the towel drops provided near the group exercise studios. All equipment, weights and accessories should be returned to their proper places. 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 and offered on a first-come, first-served basis. The schedule is posted at the Club and on our website. 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. Black-soled shoes are not permitted in the group exercise studios. For courtesy and safety reasons, please be prompt for 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.

11. COURTS

11.1. Etiquette. When using any equipment, people must be considerate of others. Used towels should be placed in the towel drops provided in the court areas. 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 courts.

11.2. Main Court. The main court is available for a variety of sports, activities, leagues, clinics, classes, programs and events. The schedule is posted at the courts and on our website. Depending on the activity, certain age restrictions may apply. Children under 13 must be directly supervised

by an adult except while under the instruction of VillaSport staff and a supervising adult must (1) check the child into the Club and (2) sign the child in and out of such instruction with the relevant staff. Children must be signed out of the instruction on a timely basis. A late charge may be incurred per child for tardiness. Sports training shall only be conducted by VillaSport staff. Black-soled shoes, open-toed shoes, sandals, Crocs, flip-flops, and cleats are not permitted on the courts. When VillaKids is closed, the Club may open the VillaKids court for use in accordance with the above rules and posted schedule.

12. VILLAKIDS

12.1. Rotations; General.

(a) VillaKids is available to member children who are 6 weeks to 12 years. As part of his/her membership, each child member is entitled to use the VillaKids Rotation Program (“**Rotation**”) for two and one-half hours each day for no additional charge. During a Rotation, the member may not leave the Club. If the member leaves the Club during a Rotation, VillaSport may impose a fine and/or terminate or suspend his/her membership. Use of the complimentary two and one-half hours on a particular day does not limit or restrict a child member from participating in other VillaKids programs on that same day.

(b) Generally, VillaKids is available on a first-come, first-served basis. To ensure proper care and an excellent member experience, only a limited number of children may use VillaKids. During peak times, VillaKids may require advance reservations.

(c) Except as expressly stated in the Club Rules, guests and non-members may not use VillaKids except with qualifying spa appointments.

12.2. Youth Admission Form. Prior to a child’s first visit to VillaKids, a parent must submit the standard Youth Admission Form. A supplemental Youth Admission Form may also be required for participation in select activities. A parent must review and update the Youth Admission Form(s) 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 VillaKids 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, VillaKids 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). Staff will apply sunscreen to a child if the sunscreen is supplied by the parent or Authorized Adult (defined in Section 12.4) before the child is checked into VillaKids. The sunscreen must be labeled with the child’s full name.

12.4. Check-In and Check-Out Procedures. All children using VillaKids must be checked in and checked out at the VillaKids desk. Only a parent or Authorized Adult may check in or check out a child at VillaKids.

(a) For Rotations, 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 the club during the Rotation.

(b) For seasonal camps, Parent’s Nights Out and school-out programs, once checked in, the child may only be checked out by a parent or Authorized Adult. The parent or Authorized Adult may leave the Club during these programs.

Except for authorized staff, no one 13 and older is allowed in the VillaKids secured Rotation 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 scan card or photo 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, the Club may suspend and/or terminate a member’s privilege to use VillaKids.

12.6. Pagers. Pagers are available and will be provided to parents upon request, but VillaKids may require parents to take a pager. Parents are required to return immediately to VillaKids 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 behavior will be discussed with the parent. If the child’s behavior cannot be corrected within a prescribed time frame, the Club may limit, suspend or terminate the child’s privilege to use VillaKids. In addition, the person checking in the child may be required to take a pager while the child is using VillaKids and may not be able to leave the premises for programs that normally would allow the parent or Authorized Adult to leave the premises.

12.8. Drinks and Lunches. Food, chewing gum and beverages are not permitted in VillaKids. Children may bring water in closed, non-breakable containers to VillaKids labeled with their full name. When checking in the child, the parent or Authorized Adult should inform the staff that he/she has provided water for the child. No food is provided during Rotations, so parents are encouraged to feed their children before checking them into VillaKids. If a child is enrolled in a camp program, the child may purchase or bring a lunch. All lunches must be labeled with the child’s full name and cannot require refrigeration. Foods containing any peanut or nut product, oil or butter are not permitted in VillaKids.

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 may provide bottled formula or breast milk for the child, with feeding instructions; food is not permitted. All items must be labeled with the child’s full name 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 VillaKids 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.”

12.10. Illness. For the health of all our children and staff, VillaKids 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 VillaKids for a minimum of 48 hours unless a doctor’s release is provided.

12.11. Crying. VillaKids 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 VillaKids. 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 VillaKids for the day but may return the next day.

12.12. Children Requiring Additional Supervision. VillaKids 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. Therefore, VillaSport will charge an hourly fee for one-on-one care of a child requiring additional supervision. The child must be able to be comfortably supervised by VillaKids staff, as determined by the VillaKids Director. Reservations must be made at least 24 hours and as early as seven days before check-in. For the health and well-being of all VillaKids participants, a physician’s approval may be required before admitting a child whose specific needs may exceed the capacity

of our staff or our facility. A child whose needs cannot be accommodated or who poses a risk of harm to himself/herself or another may be excluded from VillaKids.

12.13. Attire for VillaKids. Parents are encouraged to dress their infants in clothing that will allow for easy diaper changes. Toddlers and older children should wear comfortable athletic clothing that will allow them to play sports, run and jump. 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 VillaKids. All children should wear socks to avoid blisters and other injuries.

12.14. Personal Items. Children should not bring any significant personal items to VillaKids, 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. 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. During inclement weather, outdoor activities will be moved indoors. 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 AREAS

13.1. Pool Attire and Showers. All pool and whirlpool users must wear family-appropriate swimwear and shower before entering the pools or whirlpools.

13.2. Children.

(a) Non-swimmers and children under 13 may only use the pools during family swim hours but must be directly supervised by an adult. The supervising adult must (1) be within arm's reach of non-swimmers and (2) maintain sight of proficient swimmers at all times. If a child under 13 is enrolled in a VillaSport-staffed program, a supervising adult must (1) check the child into the Club and (2) sign the child in and out of the program with the relevant staff. Children must be signed out of the program on a timely basis. A late charge may be incurred per child for tardiness.

(b) Children should not be changed or dressed on the pool deck; please use the Family Locker Room.

13.3 Swim Diapers and Swim Pants. Swimmers who are incontinent or not fully toilet trained must wear VillaSport-approved swim diapers with a tight-fitting protective covering. Acceptable products are available at the Club Shop.

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

13.5 Life Jackets, Water Wings and Flotation Devices. Life jackets, water wings and arm flotation devices are permitted in the pools. A supervising adult must maintain direct eyesight and stay within arm's reach of swimmers and non-swimmers using such devices.

13.6. Lap Pools. The indoor lap pool is available to adults and children who are proficient swimmers and can swim laps. Children under 14 must be directly supervised by an adult. The supervising adult must maintain sight of proficient swimmers at all times. The outdoor lap pool is available to adults. Please reference the pool schedules for the lap swim hours.

13.7. 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. The Club may segregate swimmers by speed by posting signs at each lane.

13.8. Waterslides. Children must be at least 48” in height to use the large waterslides. Non-swimmers may not use the large waterslides. The small waterslides have no height requirement.

13.9. Pool Toys. Snorkels and fins are allowed for lap swimming only. Mermaid tails and monofins are not permitted in the pools at any time. Soft-shelled water guns are allowed in the recreation pools. Inflatable toys over 36” in diameter and hard-shelled water guns are not permitted. Lifeguards may restrict the use of pool toys at any time.

13.10. Pool Chairs, Umbrellas and Tables. Pool chairs, umbrellas and tables are available on a first-come, first-served basis. Saving chairs and tables is not permitted. Pool towels left unattended for 30 minutes may be removed. Unclaimed personal items will be placed in Lost and Found at the end of each day. People may bring their own chairs, but not umbrellas or tables.

13.11. Casabella Rentals. A limited number of casabellas are available for use by members and their guests in the outdoor pool area. Additional details on casabella rentals are available at the Concierge Desk. Members and guests may not occupy an empty casabella for which they have not paid a rental fee.

13.12. Food and Beverages. Chewing gum and outside food and beverages (other than water in closed, non-breakable containers) are not allowed in the pool areas. Any food must be kept at least four feet from the water’s edge (pools and whirlpools). No glassware is permitted in any of the pool or whirlpool areas.

13.13. Inclement Weather. In the case of inclement weather, the outdoor pool area may be cleared for a segment of time or the remainder of the day. The Club may elect not to open the outdoor pool area if the forecast for the majority of the day indicates inclement weather.

13.14. Safety Breaks. During family swim times, the recreation pools, waterslides and family indoor/outdoor whirlpool will be cleared at the start of each hour for a guard inspection. A whistle will be blown to signify clearing of the pools, waterslides and whirlpool, and a second whistle will be blown to reconvene family swim.

13.15. Pool Conduct. The pools are areas of recreation and relaxation. Running, diving, rough play and other acts that would endanger or disrupt others are not permitted.

13.16. Outdoor Pool Area. The outdoor pool area is divided into two sections – the family area and the adult area. Everyone is welcome in the family area, but children under 13 must be supervised by an adult. The supervising adult must (1) be within arm’s reach of non-swimmers and (2) maintain sight of proficient swimmers at all times. Only adults may use the adult area. The outdoor pools are accessible to members through a special gate on the parking lot side of the facility, just down from the main Club entrance. As this is a members-only entrance, members with guests should check in at Member Services.

13.17. Indoor and Indoor/Outdoor Co-Ed Whirlpools. The whirlpools are available during posted hours. Children under 6 may not use the whirlpools at any time. Children 6 through 13 may use the whirlpools if they are directly supervised by an adult. The supervising adult must maintain direct eyesight of children at all times and stay within arm’s reach of non-swimmers.

13.18. Group Aqua Classes. Classes differ in terms of fitness level, swimming ability, focus, age requirements or other prerequisites, so please read the class description before attending or

registering for any particular class. These classes are offered on a first-come, first-served basis. 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.

13.19. Water Walk. The maximum allowed weight for each water walk floatable is 250 pounds. Non-swimmers may not use the water walk. Only one person at a time is permitted on the water walk.

14. VILLASPA

14.1. General. VillaSpa is a full-service spa and retail shop open to the public, with members receiving scheduling priority and preferred pricing on services. Members may charge all purchases at VillaSpa to their membership accounts. Walk-ins are welcome, but reservations are encouraged. Age requirements may apply to certain services. Contact VillaSpa or visit our website for more information.

14.2. Non-Member Use and VillaKids. With a minimum \$50 VillaSpa service, non-members are welcome to use all areas of the Club before and after their service without paying the Day Pass fees. This privilege does not apply for purchases of retail products only. When VillaKids is open, non-members with a minimum \$50 VillaSpa service appointment may use VillaKids subject to availability and all VillaKids rules. Advance reservations are required and non-members must submit the standard Youth Admission Form before a child's first visit. The child may remain in VillaKids for up to two and one-half hours.

15. FOOD AND BEVERAGES

15.1. General. VillaCafé is open to the public. Members may charge all purchases at VillaCafé to their membership accounts. Only adults may use The Alcove.

15.2. Outside Food and Beverages. No food, chewing gum or beverages may be brought to the Club. Outside lunches are allowed for children enrolled in camp programs (see Section 12.8 for details). Water in closed, non-breakable containers is allowed in all areas of the Club.

15.3. Alcoholic Beverages. Adults must show proper identification prior to any alcohol purchase. The Club may refuse to serve alcohol to any person. Underage consumption of alcohol is prohibited.

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 the Club premises, including buildings, outdoor areas, parking lots and any other Club 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 the Club. From time to time, the Club will take photographs or videos of people using the Club or at Club events. VillaSport may use these photographs or videos in its promotional materials, including posting them at the Club or on its website or appropriate Internet sites. VillaSport shall not owe any form of compensation for such use.

18. LOST AND FOUND

18.1. Lost and Found. The Club 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 the Concierge. To recover any lost item, ownership must be verified in person. The Club is not responsible for any lost or stolen items at the Club.

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. PROGRAMS

20.1. Fee-Based Programs. The Club offers a wide range of fee-based programs. These programs differ in terms of fitness level, ability, focus, age requirements or other prerequisites. When attending a program session, please wear the proper attire and shoes. Participants should let staff know before the start of each session if they are pregnant or if they have any medical risk factors. Parents should notify staff if their minor child has any medical risk factors.

20.2. Fees and Changes. All fee-based programs must be paid in full upon registration, unless otherwise specified. Before registering, members are responsible for understanding all aspects of a program, including the time commitment and program policies.

20.3. Cancellation by Club. From time to time, the Club may need to cancel or reschedule programs. In such event, the Club will make every effort to provide adequate notice of the change to all participants and provide a reasonable allowance, if applicable.

21. BUSINESS SOLICITATION

21.1. Business Solicitation. People may not use any portion of the Club 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 the Club (e.g., lunch meetings in VillaCafé, working on laptops).

22. PARKING LOT

22.1. Club Parking. People may use the parking lot when using the Club or while participating in a Club program. People are encouraged to remove all valuables from their vehicles. VillaSport 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 the Concierge before leaving the parking lot. The Club may limit parking in certain areas in connection with Club events. During peak times, or during special events, the Club may implement a mandatory valet or other parking control program when the lot is full. The Club is not responsible for any accidents that occur in the parking lot.

22.2. 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.

23. MONTHLY BILLINGS AND PAYMENTS ON ACCOUNTS

23.1. Timely Payments. All dues are billed monthly in advance on the second calendar day of each month. On the billing date, VillaSport 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 the Club 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.

23.2. 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 (or the following business day if the tenth calendar day falls on a weekend or holiday) if the member's account remains unpaid. All checks returned by the member's bank for insufficient funds will be assessed a \$25.00 check return fee in addition to any charges assessed by the bank. VillaSport 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 Bank of America. The Club may suspend or terminate membership privileges for failing to pay dues or any amounts owed on a timely basis.

23.3. 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.

23.4. Electronic Funds Transfer. If a member pays monthly dues, charges, fees, etc. by debit card or checking account draft, VillaSport 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 VillaSport adjusts monthly dues.

24. MEMBERSHIP ACCOUNTS

24.1. Account Changes. The Primary Adult Member may request account changes at any time online, subject to the deadlines below.

24.2. Additions. The Primary Adult Member may request to add individual members at any time online. After the request is submitted and approved, the new member will be added to the account as soon as possible. Then-current monthly dues and enrollment fees will apply. Prorated dues will be based on the effective addition date.

24.3. Removal. The Primary Adult Member may remove individual members online. If the Primary Adult Member removes a member on or before the 15th day of the month, the member to be removed shall remain a member and pay dues until the last day of the month and have full access to the Club during such period. If the Primary Adult Member removes a member after the 15th day of the month, the member to be removed shall remain a member and pay dues until the last day of the following month and have full access to the Club during such period.

24.4. Voluntary Termination. The Primary Adult Member may request to voluntarily terminate his/her entire membership at any time online. The effective date of the termination shall be determined in accordance with Section 24.5 or 24.6. Charge-to-account privileges will be unavailable on the last day of the membership.

24.5. Terminations Received On or Before the 15th. If the termination is received on or before the 15th day of the month, all members shall remain members until the last day of the month and have full access to the Club during such period. The members will be billed and responsible for dues for that month and will be charged the total outstanding amount owed under the account to the credit/debit card or checking account on file on the last day of the month. Termination of the membership shall be effective upon the payment being final.

24.6. Terminations Received After the 15th. If the termination is received after the 15th day of the month, all members shall remain members until the last day of the following month and have full access to the Club during such period. The members will be billed and responsible for the current and following month's dues and charged the total outstanding amount owed under the account to the credit/debit card or checking account on file on the last day of the following month. Termination of the membership shall be effective upon the payment being final.

24.7. Involuntary Termination. If the Club exercises its right to terminate a membership or member, such termination shall be effective immediately and, in the case of a membership, all amounts due under the account shall be due and payable immediately. The member shall be responsible for monthly dues.

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

24.9. Transfer of Membership. Members may request a transfer of their membership from one club ("**Originating Club**") to another club ("**Destination Club**") at any time online. Fees and other restrictions may apply. For more information on transfers, members should contact a Membership Advisor at the Originating Club.

25. MEMBERSHIP TRANSFERS

25.1. 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.

25.2. 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.

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

25.4. Gift Cards. Purchased VillaSport gift cards may be used at any club. If a member does not have access to a particular club, the gift card may only be redeemed in areas open to the public (e.g., VillaSpa or VillaCafé) 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 gift 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 card, voucher or coupon.

26. SILVER MEMBERSHIP

26.1. General. The "**Silver Membership**" allows access to VillaSport's clubs located in The Woodlands and Cypress, TX.

26.2. Home Club Transfer Options. Members may change their designated home club (“**Home Club**”) from The Woodlands to Cypress (or vice versa). 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 The Woodlands and Cypress at any time online, regardless of membership tenure. Transfers apply to the entire membership and will result in no additional enrollment fees and no change to monthly dues rate.

26.4. Membership Upgrade Options. All members are eligible to upgrade from Single Club to Silver Membership and from Silver Membership to Platinum Membership (see Section 27).

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. Upgrades apply to the entire membership. Members pay the difference between the current Silver 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, applicable Silver 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 Silver Membership to Single Club and from Platinum Membership to Silver Membership (for The Woodlands and Cypress locations only). Membership downgrades are subject to availability.

26.7. Membership Downgrade Policies. The Primary Adult Member may request a downgrade at any time online, subject to availability and certain restrictions. Downgrades apply to the entire membership. Members must have been Silver 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. If the downgrade request is received on or before the 15th day of the month, the downgrade will be effective on the last day of the current month. If the downgrade request is received after the 15th day of the month, the downgrade will be effective on the last day of the following month. The new dues rate and downgraded membership access will begin on the first day of the following month, or the month after, as applicable.

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

26.9. Gift Cards. Purchased VillaSport gift cards may be used at any club. If a member does not have access to a particular club, the gift card may only be redeemed in areas open to the public (e.g., VillaSpa or VillaCafé) 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 gift 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 card, voucher or coupon.

27. PLATINUM MEMBERSHIP

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

27.2. Home Club Transfer Options. Members may change their designated Home Club from any of the five Platinum Membership clubs to one of the other five 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.

27.3. Home Club Transfer Policies. The Primary Adult Member may request a transfer between one of the five Platinum Membership clubs at any time online, regardless of membership tenure, subject to availability. Transfers apply to the entire membership and will result in no additional enrollment fees and no change in monthly dues rate.

27.4. Membership Upgrade Options. All members may upgrade from Single Club or Silver Membership to Platinum Membership.

27.5. 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. Upgrades apply to the entire membership. 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.

27.6. Membership Downgrade Options. All members are eligible to downgrade from Platinum Membership to Silver Membership (for The Woodlands and Cypress locations only) or Single Club.

27.7. Membership Downgrade Policies. The Primary Adult Member may request a downgrade at any time online, subject to availability and certain restrictions. Downgrades apply to the entire membership. 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. If the downgrade request is received on or before the 15th day of the month, the downgrade will be effective on the last day of the current month. If the downgrade request is received after the 15th day of the month, the downgrade will be effective on the last day of the following month. The new dues rate and downgraded membership access will begin on the first day of the following month, or the month after, as applicable.

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

27.9. Gift Cards. Purchased VillaSport gift cards may be used at any club. If a member does not have access to a particular club, the gift card may only be redeemed in areas open to the public (e.g., VillaSpa or VillaCafé) 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 gift 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 card, voucher or coupon.

28. MEMBER LEAVE OF ABSENCE

28.1. General. Members may be granted a leave of absence (“**LOA**”) for certain medical reasons, business travel more than 50 miles from their home, or military orders by submitting an “**LOA Request**” online. Documentation as set forth below is required.

28.2. Required Documentation. For a medical LOA, a member must provide a note from a doctor stating that exercise limitations have been prescribed and indicating when member may resume physical activity. For business travel, a member must provide documentation from his/her employer indicating the dates and location of the work assignment. For a military LOA, a member must provide a copy of his/her orders. The orders must require the member or family to leave the

metropolitan area for more than 30 days. Special forces military who have no advance warning of deployment or return date and no official deployment papers may be excused from this requirement.

28.3. Effective Date. A medical LOA will be effective on the date of the doctor's note or the date the LOA Request is submitted, whichever is later. A business travel LOA will be effective on the departure date set forth in the employer documentation or the date the LOA Request is submitted, whichever is later. A military LOA will be effective on the departure date set forth in the orders or the date the LOA Request is submitted, whichever is later. A special forces military LOA will be effective on the date of departure (or orders date if received) or the date the LOA Request is submitted, whichever is later. No LOA will be granted retroactively.

28.4. Length of LOA. All LOAs must be for a minimum of two months and no more than 12 months. An LOA may be extended up to a maximum of 12 months with an updated doctor's note, employer documentation or military orders. If the doctor's note, employer documentation or military orders do not state a return date, the LOA will be granted for the minimum two-month period and may be extended up to a maximum of 12 months with an updated doctor's note, employer documentation or military orders. A special forces military LOA will be granted for 12 months and then adjusted based on the actual return date.

28.5. Family Members. Family members on the membership account may stay active during a member's LOA or they may also take an LOA. Family members are not required to be named in the doctor's note or military orders, but they must be listed in the LOA Request if they desire to take an LOA. If the member on leave is the Primary Adult Member on the membership account and the Additional Adult Member remains active on the account, the Primary Adult Member must change the Additional Adult Member to the Primary Adult Member.

28.6. Maintenance Fees. There are no maintenance fees (one-time or ongoing) to put a membership on medical or military LOA. In the case of a business travel LOA, a \$25.00 per month membership maintenance fee will be charged each month in lieu of dues. The foregoing maintenance fee shall not apply if at least one family member remains active on the membership account during the LOA. The maintenance fee may be paid monthly through the regular billing system or in advance for the length of the approved LOA.

28.7. Monthly Dues. A prorated dues charge or refund will be calculated and charged or credited, as applicable, upon the member's return to active status.

29. NANNIES/AU PAIRS

29.1. General. Up to two nannies/au pairs may be added to a family membership that includes at least one child under 17. Nannies/au pairs must be 18 or older on the date of enrollment. It is not mandatory that the nanny/au pair live with the family. The Primary Adult Member on the membership account must (1) submit a Nanny Add-On Request online and verify that the adult(s) being added on the membership account is/are employed by the family to care for the children on the account (the "**Host Children**") and (2) designate each nanny/au pair as an Authorized Adult on the Youth Admission Form to authorize him/her to bring Host Children under 13 to the Club and check them in and out of VillaKids and other Club programs. Nannies have full access to the Club when accompanied by the Host Children. Nannies may only use the Club without the Host Children after admitting them into VillaKids or enrolling them in a Club-supervised program.

29.2. Enrollment Fees and Dues. Applicable Additional Adult enrollment fees and monthly dues will be charged for each nanny/au pair added to the membership account. Enrollment fees will not apply to replacement nannies/au pairs if there is no disruption in dues payments. If the family membership removes a nanny/au pair from the membership account and after 30 days adds a previous or new nanny/au pair, the applicable Additional Adult enrollment fee will be charged.

30. ANIMALS

30.1. General. Members and guests may not bring any animal to any part of the Club (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 pools, whirlpools, saunas or steam rooms due to health and safety concerns, nor are service animals allowed to use Club amenities (e.g., showers, towels).

31. FIREARMS

31.1 General. VillaSport 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 the Concierge for safekeeping. VillaSport accepts no responsibility for the loss or theft of firearms.

32. CLUB RENTAL

32.1 Rental of Facilities. Portions of the Club may be rented based on availability. Children under 13 must be directly supervised by an adult. Please see the Concierge for more information.

33. RETAIL CLUB SHOP

33.1. Retail Club Shop. The Retail Club Shop is located at Member Services. Purchases may be made with a valid credit/debit card or cash, or charged to the member’s account not to exceed the member’s credit limit.

34. GIFT CARDS

34.1. Purchased Gift Cards. VillaSport gift cards may be purchased at Member Services, VillaSpa or on our website. Purchased gift cards may be used at the Club for any service, program, retail merchandise, VillaCafé items, monthly dues and enrollment fees.

34.2. Complimentary Gift Cards. The Club may issue complimentary gift 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.

35. CLUB CLOSURE

35.1. Club Closure. The Club 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.