



**Please note:** Some Club Rules may be temporarily suspended or modified in response to government-imposed restrictions during an epidemic or pandemic, and such changes are reflected in our standards and protocols (see The VillaSport Standard at villasport.com). In the event of conflict or inconsistency between a Club Rule and The VillaSport Standard, the latter supersedes and controls.

## **CLUB RULES AND REGULATIONS**

April 1, 2022

### **BEAVERTON ("BV")**

13900 SW MERIDIAN STREET, BEAVERTON, OR 97005 | 971-317-2600

### **CINCO RANCH ("CR")**

9930 GASTON ROAD, KATY, TX 77494 | 346-322-2468

### **COLORADO SPRINGS ("CS")**

5904 PRAIRIE SCHOONER DRIVE, COLORADO SPRINGS, CO 80923 | 719-522-1221

### **CYPRESS ("CY")**

12951 BARKER CYPRESS ROAD, CYPRESS, TX 77429 | 346-818-5114

### **ROSEVILLE ("RV")**

291 CONFERENCE CENTER DRIVE, ROSEVILLE, CA 95678 | 916-831-7070

### **SAN JOSE ("SJ")**

1167 N. CAPITOL AVENUE, SAN JOSE, CA 95132 | 408-785-0320

### **THE WOODLANDS ("TW")**

4141 TECHNOLOGY FOREST BOULEVARD, THE WOODLANDS, TX 77381 | 832-585-0822

# CLUB RULES AND REGULATIONS

## 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 BARCODES/SCAN CARDS .....	2
2.1. Check-In .....	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 .....	3
4.1. Usage .....	3
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. Non-Member Adult Spectators .....	4
6.4. 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.....	5
7.8. Inspection and Liability .....	5
8. TOWELS.....	5
8.1. General .....	5
9. FITNESS CENTER.....	5
9.1. General .....	5
9.2. Etiquette.....	5
9.3. Instruction and Orientation .....	5

	<u>Page</u>
10. GROUP EXERCISE .....	5
10.1. Etiquette.....	5
10.2. Group Exercise Classes .....	6
10.3. No-Show/Late Cancellation Policy .....	6
11. COURTS.....	6
11.1. Etiquette.....	6
11.2. Main Court .....	6
12. VILLAKIDS.....	6
12.1. Childcare; General.....	6
12.2. Youth Admission Forms .....	7
12.3. Allergies or Other Medical Conditions .....	7
12.4. Check-In and Check-Out Procedures .....	7
12.5. Fee for Late Pick-Up.....	7
12.6. Pagers .....	7
12.7. Conduct .....	7
12.8. Drinks and Lunches .....	8
12.9. Infants and Toddlers .....	8
12.10. Illness.....	8
12.11. Crying .....	8
12.12. Children Requiring Additional Supervision .....	8
12.13. Attire for VillaKids .....	8
12.14. Personal Items.....	8
12.15. Incidents, Accidents and Emergency Procedures.....	8
13. POOL AREAS.....	9
13.1. Pool Attire and Showers .....	9
13.2. Children .....	9
13.3. Swim Diapers and Swim Pants .....	9
13.4. Illness.....	9
13.5. Life Jackets, Water Wings and Flotation Devices .....	9
13.6. Lap Pools.....	9
13.7. Lap Swimming Etiquette.....	9
13.8. Waterslides .....	9
13.9. Pool Toys.....	9
13.10. Pool Chairs, Umbrellas and Tables .....	10
13.11. Casabella Rentals .....	10
13.12. Food and Beverages .....	10
13.13. Inclement Weather .....	10
13.14. Safety Breaks .....	10
13.15. Pool Conduct .....	10
13.16. Outdoor Pool Area .....	10
13.17. Family Whirlpool.....	10
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 .....	11
15. FOOD AND BEVERAGES .....	11
15.1. General .....	11
15.2. Outside Food and Beverages.....	11
15.3. Alcoholic Beverages .....	11

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

	<u>Page</u>
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.....	16
28. PLATINUM MEMBERSHIP .....	16
28.1. General .....	16
28.2. Home Club Transfer Options.....	16
28.3. Home Club Transfer Policies.....	16
28.4. Membership Upgrade Options.....	16
28.5. Membership Upgrade Policies .....	16
28.6. Membership Downgrade Options.....	16
28.7. Membership Downgrade Policies.....	16
28.8. Services.....	16
28.9. Gift Cards.....	16
29. MEMBERSHIP FREEZE .....	17
29.1. Freeze.....	17
29.2. General Freeze.....	17
29.3. Medical/Military Freeze.....	17
30. NANNIES/AU PAIRS/CERTIFIED AIDES.....	18
30.1. Nannies/Au Pairs.....	18
30.2. Certified Aides .....	18
30.3. Add-On Fees and Dues.....	18
31. ANIMALS.....	18
31.1. General.....	18
32. FIREARMS .....	19
32.1 General .....	19
33. CLUB RENTAL.....	19
33.1 Rental of Facilities .....	19
34. RETAIL CLUB SHOP .....	19
34.1. Retail Club Shop.....	19
35. GIFT CARDS.....	19
35.1. Purchased Gift Cards .....	19
35.2. Complimentary Reward and Bonus Cards.....	19
36. CLUB CLOSURE.....	19
36.1. Club Closure.....	19

## **CLUB RULES AND REGULATIONS**

**All Locations**

**April 1, 2022**

The Club Rules and Regulations (“**Club Rules**”) for VillaSport Athletic Club and Spa (“**Club**”) are listed below. The Club Rules for all locations were adopted by their respective VillaSport LLC entities (“**VillaSport**”). These Club Rules apply to all Club locations. Any Club-specific variations are denoted by the Club initials set forth on the cover page herein. 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 Member Services.

### **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 cancel memberships for inappropriate conduct. Persons are financially responsible for any damage they cause.

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

(a) Except as noted in Section 11.2, 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 Personal Trainer), 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 a standard Your Fit Plan session (see Section 9.3).

(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.** The Platinum Membership allows access to all VillaSport clubs. Single Club members (defined in Section 25.2) 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), and Silver members (defined in Section 27.1) who wish to access a VillaSport location outside of Texas, 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 Club Rules and applicable 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 Silver and Platinum Memberships, see Sections 27 and 28.

## **2. MEMBERSHIP BARCODES/SCAN CARDS**

**2.1. Check-In.** All members must check in at Member Services\* each time they enter the Club via the VillaSport app (“**VS App**”) or with their membership scan cards. At least one membership barcode per family must be presented at check-in. Membership barcodes 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 barcode, VillaSport may cancel or suspend his/her membership.

**\*CS/TW** -If a member is checking a child into VillaKids when he/she arrives at the Club, all family members must check in at the VillaKids desk. Members who are not checking children into VillaKids upon arrival at the Club must check in at Member Services.

**2.2. Club Charges.** Members who wish to charge to their membership accounts may be asked to present their membership barcode 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 by contacting the Concierge.

**2.3. Lost or Stolen Cards.** Members must immediately report lost or stolen membership scan cards to Member Services. 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 number 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 (at the discretion of the general manager) 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 (in select Clubs), parking lot and pool areas. Use of cell phones for photography or videography is strictly prohibited in the locker rooms, whirlpool lounges (in select Clubs), saunas, steam rooms, VillaKids, and VillaSpa suites and relaxation areas. All other cell phone usage (e.g., checking email, texting, reading a book, etc.) is permitted throughout the Club. 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 the Club, cell phones should be switched to silent or vibrate mode.

#### **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 Member Services.

**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, with certain exceptions related to VillaSport-staffed programs (see Section 6.3). 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 Member Services 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, with certain exceptions related to VillaSport-staffed programs (see Section 6.3). If a Minor visits without a parent, the parent must complete the guest registration in advance. Excluding VillaKids and group exercise classes, 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, the locker rooms and VillaCafé. 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.

**6.3. Non-Member Adult Spectators.** Children under 13 must be accompanied by an adult during their program. One non-member adult may enter the Club without additional fees to observe his/her child participating in programs after registering as a guest and providing photo identification, but he/she may not use the member portions of the Club without paying the applicable Day Pass fees. Additional non-member adults and non-member adults spectating adult programs may observe and use the Club by paying the applicable Day Pass fees.

**6.4. 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. 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. 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. Street clothes and shoes are not allowed in the saunas or steam rooms. Whirlpool, sauna and steam room users must shower before entering. Shaving, grooming, stretching and exercising are not allowed in the whirlpools, saunas, steam rooms and relaxation lounges. Eating/drinking (except water in closed, non-breakable containers) is not allowed in the saunas or 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 (at select Clubs) 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 (at select Clubs) is available for males 18 and older.

**7.5. Family Locker Room.** The Family Locker Room is for family use only. Children and youth of all ages must be accompanied by an adult. Direct adult supervision is required for ages 12 and under. Adults may not use the Family Locker Room unless accompanying a child under 13.

**BV/CR/CY/RV/SJ** - Adult supervision and swimsuits are required in the all-gender children's rinse area.

**CS/TW** - The girls' showers are for females under 13 only and the boys' showers are for males under 13 only. Adults with mixed sex children may use the designated private stalls. Adult nudity is strictly prohibited except in private stalls.

**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, Member Services 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 Member Services.

**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. General.** Member and guest towels are provided for indoor and pool use when checking into the Club. 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. Towels left unattended for 30 minutes in the pool areas 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. Personal Trainers are available in the fitness center to assist on the proper use of equipment. In addition, the Club 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 VillaSport Personal Trainers.

## **10. GROUP EXERCISE**

**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 by reservation only. Reservations are available via the VS App or at villasport.com. The schedule is posted at the Club and on our website and is accessible on the VS App. 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. On the rare occasion you are running late, please enter class quietly, without interruption, and take responsibility for your own warmup.

**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. It also provides accurate attendance data to help us gauge demand. 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 four hours before class start to avoid a no-show/late cancellation fee. A no-show is defined as a member who fails to cancel within four hours of class start or does not attend class. You will not be charged for the first three no-shows. After your third no-show, 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 will be waived.

## **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. Depending on the activity, certain age restrictions may apply. Children under 10 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. Floor-marking 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. Childcare; General.**

(a) VillaKids is available to member children ages six weeks to 12 years. As part of his/her membership, each child member is entitled to VillaKids childcare for two hours (**BV/CR/CY/TW**) or two and one-half hours (**CS/RV/SJ**) ("**Childcare Session**") each day for no additional charge. During a Childcare Session, the member may not leave the Club. If the member leaves the Club during a Childcare Session, VillaSport may impose a fine and/or cancel or suspend his/her membership. Use of the complimentary Childcare Session on a particular day does not limit or restrict a child member from participating in other VillaKids programs on that same day. **CR/CY/TW** - Per state law, children may not attend Childcare Sessions totaling more than 12 hours per seven-day week.

(b) Childcare Session reservations are required 12 hours in advance for ages six weeks to two years. Children without reservations will not be allowed in Childcare Sessions. Reservations are available via the VS App. To ensure proper care and an excellent member experience, capacities are limited.

(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 Forms.** 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. **CS/TW** - If a member is checking a child into VillaKids when he/she arrives at the Club, all family members must also check in at the VillaKids desk.

(a) For Childcare Sessions, 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 Childcare Session.

(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 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 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. No food is provided during Childcare Sessions, 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. A certified aide (see Section 30.2) may be permitted to accompany a child after successful completion of a background check.\* For the health and well-being of all VillaKids 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 VillaKids.

\*A certified aide must also undergo live scan fingerprinting as part of the background check in **CS** for all licensed programs, and in **RV/SJ** for Childcare Sessions.

**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 (at the discretion of the general manager) and shower before entering the pools or whirlpools.

### 13.2. Children.

(a) Non-swimmers and children under 13 may must be directly supervised by an adult at all times. 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. Underage children\* 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.

\*BV/RV/SJ - under age 14; CR/CS/CY/TW - under age 13

**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 waterslides over 13 feet ("**Large Waterslides**"). Non-swimmers may not use the Large Waterslides. The small waterslides (waterslides 13 feet and under) 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.

\*CS - Soft shelled water guns are allowed in the outdoor recreation pool and VillaSplash but are not permitted in the lazy river or the indoor therapy pool.

**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. Towels left unattended for 30 minutes in the pool areas 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 Member Services. 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 (**TW** - indoor 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. In all Clubs except **CS** and **TW**, 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. Family Whirlpool.** The whirlpool (whirlpool type varies by Club location) is available during posted hours. Children under 6 may not use the whirlpool at any time. Ages 6 - 13 (**CS/TW** 6 -12) 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 by reservation only via the VS App or at villasport.com. 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 (at select Club locations).** 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 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 \$50.00 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 \$50.00 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 a maximum of one Childcare Session.

## **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 (in select Club locations).

**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 Member Services. 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 Member Services 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 cancel 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 restrictions and 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 add-on fee of \$25.00 for each individual member added to the membership will apply. Prorated dues will be based on the effective addition date.

**24.3. Removal.** The Primary Adult member may remove individual members online. The removal will be effective 30 calendar days following the date you submit and confirm your request to remove the member (e.g., an online request submitted on January 15 will remove the member effective February 14). The member to be removed shall remain a member and pay dues until the effective date of the removal and have full access to the Club during such period. Any membership dues paid for partial months will be prorated to the effective member removal date. The Primary Adult member may not remove himself or herself unless and until a new, eligible Primary Adult member or the existing Additional Adult member assumes the role.

**24.4. Voluntary Cancellation.** The Primary Adult member may request to voluntarily cancel his/her entire membership at any time by submitting a written notice of cancellation (1) in person at Member Services or (2) by certified mail, return receipt requested, to his/her Home Club address.\* The written notice must include Primary Adult member's first and last names; VillaSport membership account number; first and last names of all sub-members on the membership account; and Primary Adult member's signature. The effective date of the cancellation shall be as set forth in Section 24.5.

\*RV/SJ - If your Home Club is in Roseville or San Jose, you may also submit your notice of cancellation at [www.villasport.com](http://www.villasport.com).

**24.5. 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). All members shall remain members until the effective voluntary cancellation date and have full access to the Club 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.

**24.6. Involuntary Cancellation.** If the Club exercises its right to cancel a membership or member, such cancellation 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.

**24.7. 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.

## **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 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.

## **26. TIME OUT MEMBERSHIP (CY only)**

**26.1. General.** The “**Time Out Membership**” allows access to VillaSport in Cypress, TX, with designated check-in times Monday through Friday, 10:30am - 2:30pm, and during regular Club hours on Sunday. Time Out members may not use the Club outside of the designated hours unless they pay the applicable Day Pass fee.

**26.2. Membership Upgrade Options.** All members are eligible to upgrade from Time Out Membership to Single Club, Silver and Platinum Memberships.

**26.3. 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. Upgrades apply to the entire membership. Members will assume the then current, applicable Single Club, Silver 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.

**26.4. Membership Downgrade Options.** All members are eligible to downgrade from Single Club to Time Out Membership (CY only), Silver Membership to Single Club and from Platinum

Membership to Silver Membership (CR, CY, and TW only). Membership downgrades are subject to availability.

**26.5. 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 Single Club, 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. 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.

## **27. SILVER MEMBERSHIP**

**27.1. General.** The “**Silver Membership**” allows access to VillaSport clubs located in Cinco Ranch, Cypress, and The Woodlands, TX.

**27.2. Home Club Transfer Options.** Members may change their designated Home Club from The Woodlands to Cinco Ranch or 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.

**27.3. Home Club Transfer Policies.** The Primary Adult member may request a transfer among Cinco Ranch, Cypress, and The Woodlands at any time online, regardless of membership tenure. Silver Membership transfers apply to the entire membership and will result in no additional enrollment fees and no change to monthly dues rate.

**27.4. Membership Upgrade Options.** All members are eligible to upgrade from Single Club to Silver Membership and from Silver Membership to Platinum Membership (see Section 28).

**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 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.

**27.6. Membership Downgrade Options.** All members are eligible to downgrade from Silver Membership to Single Club and from Platinum Membership to Silver Membership (CR, CY, and TW only). Membership downgrades are subject to availability.

**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 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. 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.

**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 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.

## **28. PLATINUM MEMBERSHIP**

**28.1. General.** The “Platinum Membership” allows access to 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.

**28.2. Home Club Transfer Options.** Members may change their designated Home Club from 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.

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

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

**28.5. 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.

**28.6. Membership Downgrade Options.** All members are eligible to downgrade from Platinum Membership to Silver Membership (CR, CY and TW only) or Single Club.

**28.7. 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. 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.

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

**28.9. 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 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.

## **29. MEMBERSHIP FREEZE**

**29.1. 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.

**29.2. General Freeze.** A General Freeze may be granted for any reason requested by the Primary Adult member, and applies to the entire membership only. A monthly membership maintenance fee of \$15.00 will 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 the Club 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.

**29.3. Medical/Military Freeze.** A Medical or Military Freeze may be granted for documented medical reasons and military deployment/re-assignment only. No fees 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 the Club, 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. Additional members on the membership may remain active or may Freeze as well. Family members do not need to be listed on the member's doctor's note in order to be included in the Freeze, however, they must be listed on the Membership Change Form. If the Primary Adult member changes to Medical Freeze status and the Additional Adult remains on an active membership, the Additional Adult must complete a Change of Status Request and become the Primary Adult on the membership. As applicable to each circumstance, 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 the Club, 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. Additional members on the membership may remain active or may Freeze as well. Family members do not need to be listed on the member's military orders to be included in the Freeze, however, they must be listed on the Membership Change Form. If the Primary Adult member changes to Military Freeze status and the Additional Adult remains on an active membership, the Additional Adult must complete a Change of Status Request and become the Primary Adult on the membership. As applicable to each circumstance, 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.

### **30. NANNIES/AU PAIRS/CERTIFIED AIDES**

**30.1. Nannies/Au Pairs.** 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.

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

If the certified aide lives in the same residence as the family he/she provides care for, the certified aide may be added as an Additional Adult on the membership only if there is not already a second adult on the membership. The Primary Adult member on the membership account must (1) submit an add-on request online and verify that the adult being added on the membership account is employed by the family to care for a family member on the account, and (2) if the family member is a child, designate the certified aide as an Authorized Adult on the Youth Admission Form to authorize him/her to accompany the child at the Club and check him/her in and out of VillaKids and other Club programs. As an Additional Adult on the membership, a certified aide has full access to the Club when not accompanying the family member who requires assistance.

**30.3. Add-On Fees and Dues.** An applicable Additional Adult add-on fee and monthly dues will be charged for each nanny/au pair/certified aide added to the membership account. Add-on fees will not apply to replacement nannies/au pairs/certified aides if there is no disruption in dues payments. If the family membership removes a nanny/au pair/certified aide from the membership account and after 30 days adds a previous or new nanny/au pair/certified aide, the applicable Additional Adult add-on fee will be charged.

### **31. ANIMALS**

**31.1. 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).

## **32. FIREARMS**

**32.1 General.** VillaSport abides by the laws of the state in which each respective Club is located regarding open and concealed carry of firearms. Firearms may not be placed in lockers or left with Member Services for safekeeping. VillaSport accepts no responsibility for the loss or theft of firearms.

## **33. CLUB RENTAL**

**33.1 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 Member Services for more information.

## **34. RETAIL CLUB SHOP**

**34.1. 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.

## **35. GIFT CARDS**

**35.1. 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.

**35.2. Complimentary Reward and Bonus Cards.** The Club 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.

## **36. CLUB CLOSURE**

**36.1. 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.