

Membership Bylaws

A. Introduction

Membership Opportunity The Olde Towne Athletic Club offers you the opportunity to be a member of a tennis, fitness, and social club. The Club offers a limited number of Memberships that will permit use of its facilities by Members, guests of Members, and other persons permitted by the Club from time to time.

Club Facilities The Olde Towne Athletic Club consists of the following facilities:

- 10 outdoor lighted tennis courts – 6 hard, 4 clay
- 2 indoor courts
- Courtside Cabana
- 25 meter pool
- Fitness center
- Clubhouse with pro shop, locker rooms, grille, dining rooms, and meeting areas
- Grand Ballroom

Ownership of the Club Olde Towne Athletic Club is owned by Robby & Rene Ginepri, Julius Robberts and Jason Parker. Rene Ginepri is the Managing Partner, Robby Ginepri is the Director of Tennis Programming, Julius Robberts is the Director of Tennis, and Jason Parker is the Director of Player Development.

B. Membership Privileges

Membership Classification The Club offers three classifications of membership known as “Tennis,” “Fitness,” and “Pool,” Memberships. The Tennis classifications offer five categories of membership: Single, Couple, Family, Senior, and Junior. The fitness classification offers three categories of Membership: Single, Couple, and Family and the Pool offers two classifications, Pool / Social and Seasonal Pool. The privileges of these Memberships are subject to these Membership Bylaws, as they may be amended from time to time. The Club reserves the right to issue other classifications of Membership and will establish the use, privileges, and fees to be paid by each additional classifications of Membership.

Change in Category Members may upgrade their Membership (single to couple, for example) at any time but may only downgrade their Membership category once in any given Membership year.

Control of the Club Members of the Club are not permitted to vote on any Club matters or to otherwise become involved in the management of the Club or the Club facilities.

Membership Privileges Upon acceptance by the Club, payment of the required initiation fee, dues, and charges and by complying with the Rules and Regulations of the Club, Tennis, Fitness, and Pool Members have the following privileges:

Tennis Members shall have use of all of the Club's facilities including the tennis courts, pool, fitness center, locker room, and clubhouse amenities.

Fitness Members shall have use of the fitness center, pool, locker room, clubhouse and restaurant facilities. Fitness Members may use the tennis courts six (6) times per year by paying the prevailing guest fee.

Pool / Social *Pool / Social Members* shall have an active membership account for one year, with an option to renew the following year. Pool / Social Members have use of the pool, locker room and clubhouse amenities. The Pool / Social Member enjoys an extended pool season from May 1st through September 30th. Pool / Social Members may participate in all Membership Special Events such as, Oktoberfest, Holiday Brunch with Santa, Holiday Brunches, etc.

Eligibility for Membership

Membership Eligibility Memberships are offered to persons who apply for Membership and who are approved by management. The number of Memberships is limited and will be available to persons on a first-come, first-served basis.

Use by Immediate Family Immediate family of Members joining under the Family category may use the Club. The immediate family of a Member includes the spouse of a member and his/her unmarried children twenty-two (22) years of age and under, who are living at home or attending school on a full-time basis.

Guest Privileges

Members of the Club are permitted to have guests use the Club facilities in accordance with the Rules and Regulations of the Club. A guest may only use the facility six (6) times per year. The sponsoring Member is responsible for the payment of the applicable guest fees established by the Club. If a Member sponsors the same guest more than six (6) times in a given year, the Member will be fined and/or Membership will be terminated.

C. Transfer, Inactivity, Resignation, or Dissolution

Transfer of Membership

A Member of the Club may not transfer their Membership. Members who desire to resign their Membership must give the Club thirty (30) days written notice of their intention to resign and their Membership account balance must be zero upon resignation. Member's \$25 locker deposit will be refunded when locker key is returned

Initiation Fee

The Club is not obligated to repay or return any or all initiation fees paid by a resigning or terminated Member. Similarly, the Club is not obligated to repay or return the initiation fee should the Club be sold, closed, or dissolved for any reason.

Death of The Member

Upon the death of a member of the Club, the Membership privileges will be transferred to the Member's surviving spouse without the payment of any additional Membership initiation or transfer fee. If there is no surviving spouse or the surviving spouse does not desire to continue Membership in the Club, the Membership shall be deemed to be resigned.

Separation or Divorce

In the event married Members are legally separated or divorced, the Membership privileges shall vest in the spouse awarded the Membership. Immediately following the divorce or legal separation, each spouse must give written notice to the Club designating the person entitled to the Membership privileges. Until written notice has been provided to the Club, each spouse shall remain jointly and severally liable for the payment of all dues and fees associated with Membership. The spouse not awarded the Membership privileges shall have the opportunity to join the Club by paying the prevailing initiation fee charged by the Club.

D. Application For Membership

Application Process

A person may apply for Membership by submitting a completed and signed application for Membership and a check or credit card number for the initiation fee due.

Review of Application

All applications shall be reviewed by the General Manager of the Club. After receiving the application for Membership, the Club will determine whether the applicant has satisfied the relevant conditions of Membership. If the applicant has satisfied those conditions, the applicant will be notified that the application has been acted upon favorably. In the event the application for Membership is not acted upon favorably, the applicant will receive a refund of the membership initiation fee originally paid, without interest.

Member's Obligation

If approved for Membership in the Club, a probationary period will go into effect. Members in good standing will be removed from probation status after 90 days. Member agrees to be bound by the terms and conditions of the Membership Bylaws, Rules and Regulations, as amended from time to time.

E. Dues and Charges

Membership Year

The Club's Membership year will constitute the twelve month period beginning January 1st and ending December 31st.

Dues, Fees, and Charges

Each year the Club will determine the amount of dues, fees, and charges to be paid by each Member of the Club for the next Membership year. The amount of dues and charges for subsequent years is subject to change.

Dues Payable Monthly

The monthly billing cycle ends on the 26th of each month. Dues shall be due and payable in advance, on or before the 10th day of each month during the Membership year. The failure of any Member to pay dues or other fees within the prescribed time period shall constitute grounds for forfeiture of Membership in the Club.

No Assessments

Members of the Club are not subject to any operating or capital assessments. The payments of dues, fees, and charges required to maintain Membership in the Club is not a capital or operating assessment. The Club will pay all operating deficits incurrent in the operation of the Club facilities and will retain all operating surplus resulting from the operation of the Club.

F. Other Memberships and Privileges

Honorary Memberships

A limited number of Honorary Memberships may be issued to persons designated by the Club from time to time. These Honorary Memberships are in addition to all other Memberships in the Club and shall be available on terms and conditions established by the Club.

Non-Member Use

The Club reserves the right to hold promotional and other special events, including, but not limited to, tournaments, group play, matches, corporate outings, and charitable functions.

Reciprocal Agreements

The Club reserves the right to enter into reciprocal use arrangements with other clubs. The terms of such use and the fees to be paid for the reciprocal use privileges will be established by the Club from time to time. These reciprocal privileges may be terminated at any time at the sole discretion of the Club.

G. Club Operations

Management of the Club

The Club will manage and operate Club facilities. The Club is responsible for the government and administration of the Club facilities and will have the exclusive authority to accept Members, establish fees, dues, and charges, establish rules and regulations and control the management affairs of the Club.

H. Advisory Board

The Advisory Board

The Club has the option to establish an Advisory Board whose purpose would include fostering good relations between the Members and management of the Club and provide Member input on programs and activities of the Club. The Members serving on the board would be selected by the Club. The Advisory Board would not have the duty or power to negotiate or otherwise act on behalf of the Club, its management or the Members of the Club and would serve only in an advisory capacity.

Club Committees

The management of the Club may appoint committees of the Members from time to time to assist the Club management in implementing programs and activities. The duties and responsibilities of each committee shall be established by the Club.

I. Acknowledgement of Membership and Club Rights

Acknowledgment

Membership in the Club is not an investment and does not provide the Member with equity or ownership interest or any other property interest in the Club. Members do not have any interest in the income of the Club and the Club reserves the right, in its sole and absolute discretion, to modify the terms of the Bylaws, to discontinue the operation of any or all of the Club facilities, to issue additional classifications of Membership, and to sell or dispose of the Club.

Club Rules and Regulations

General Rules

1. Olde Towne is a smoke free facility. Smoking is only permitted at the Courtside Cabana and on the Veranda.
2. All state and local laws concerning the sale of alcoholic beverages will be strictly enforced. Alcoholic beverages will not be sold for consumption off the Club's premises and will not be served to intoxicated persons.
3. All food and beverage consumed at the Club must be furnished by the Club, unless otherwise permitted by management for a special occasion.
4. The roster or list of Members in the Club shall not be used or given to anyone other than a Member of the Club for any reason whatsoever. Unauthorized release of the membership roster is viewed as a very serious breach of Club policy. Violations will be reviewed by the Club and may result in immediate expulsion or other sanctions.
5. All complaints, criticisms, or suggestions relating to the operation of the Club should be put in writing and directed to the attention of the Club's General Manager. There is a suggestion box located in the Pro Shop.
6. Members and their guests may not abuse the Club's employees, verbally or otherwise. Any employee not rendering courteous and prompt service should be reported to management immediately.
7. Petitions may not be originated, solicited, circulated, or posted on the Club property.

Member Charges and Delinquencies

1. All food, beverage, merchandise, and services of the Club will be charged to the Member's account. Payment options are Master Card, Visa, Discover Card, Check or Bank Draft. The billing shall include all Member charges for the prior month and the monthly dues for the current month.
2. Membership and charging privileges will be suspended if a Member's account is more than thirty (30) days past due.
3. Members names will be posted after (45) forty-five days past due.

4. Membership in the Club will be terminated if a Member's account is more than ninety (90) days past due. No such Member will be entitled to any refund of initiation fees, dues, or any other fees paid.
5. If the Club account of any Member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. If the Club commences legal action to collect any amount owed by a Member, or to enforce any other liability of a Member to the Club, and if judgment is obtained by the Club, the Member shall also be liable for all costs and expenses of the legal action and reasonable attorney fees.

Resignation, Suspension, and Termination of Membership Privileges

1. A Member may resign Membership in the Club by delivering thirty (30) days prior to leaving a written notice or resignation to the Membership Director's office. Notwithstanding any resignation, suspension, or termination of Membership privileges, the Member shall remain liable for any amounts unpaid on the Member's club account thirty (30) days prior to leaving.
2. A membership may be suspended or terminated by the Club if, in the sole judgment of the Club, a Member:
 - a. Permits unauthorized use of the Member's club account
 - b. Exhibits unsatisfactory behavior, deportment, or appearance.
 - c. Fails to pay dues, fees, charges, or any other amount owed to the Club in a proper and timely manner.
 - d. Fails to abide by the rules and regulations established for use of the Club facilities.
 - e. Treats the personnel or employees and fellow members of the Club in an unreasonable or abusive manner.
 - f. Fails to accompany a guest using the facilities.
 - g. Engages in conduct improper or likely to endanger the welfare, safety, harmony, or reputation of the Club or its Members.
3. The Club may, at any time, restrict, suspend, or terminate, for causes described in the preceding paragraph, any Member's privileges to use any or all of the Club facilities. No such Member shall on account of any such restriction, suspension, or termination be entitled to a refund or any initiation fee, dues, or any other fees. During the restriction or suspension, dues and any other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.
4. Any Member of the Club who's Membership has been terminated for any reason shall not again be eligible for Membership nor admitted to use the Club's facilities under any circumstances.

5. A Member shall be notified of any proposed disciplinary action and shall be given the opportunity to be heard by the Club to show cause why the Member should not be disciplined in accordance with these rules. If the Member desires to be heard, the Member must provide a written request for a hearing to the General Manager within ten days after the date of the Club's notice to the Member of the proposed action. Upon receipt of the written request for a hearing, the Club shall set a time and date for such hearing, which shall in no event be more than ten days after such a request.

Loss or Destruction of Property or Instances of Personal Injury

1. Each Member, as a condition of Membership, and each guest, as a condition of invitation to the Club facilities, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club facilities.
2. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, or sponsored by the Club, caused by a Member, any family member or guest of the Member. The cost of any damage shall be charged to the Member's club account.
3. Any Member or guest who uses the facilities for whatever reason shall do so at his or her own risk. The Member shall indemnify and hold harmless Olde Towne Athletic Club, Club managers and employees and partners, affiliates, agents, and representatives, from any and all loss, cost, claim, injury, damage, or liability sustained or incurred by the Member, family member or guest of the Member resulting there from and/or from any act or omission of any of the same.
4. Should any Member bring suit against Olde Towne Athletic Club for any claim and fail to obtain judgment against it, the Member shall be liable to Olde Towne Athletic Club, for all costs and expenses incurred by them in the defense of such suit, including reasonable attorney's fees.

Children

Children twelve (12) years of age and under must be accompanied or supervised by a parent or adult while using the facilities unless they are participating in supervised and organized activity such as a party, tennis camp, swim lessons, etc. However, children must be at least 14 years of age to use the fitness center equipment unattended.

Attire

It is expected that Members will dress in a fashion befitting the surroundings and atmosphere provided in the setting of our Club. It is also expected that Members will advise their guests of our dress requirements.

Guest Privileges

Guests of Members may be extended guest privileges subject to applicable guest fees, charges, and rules established by the Club. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Club in its sole and absolute discretion. Guest rules are as follows:

1. The Club reserves the right to limit the number of times a particular guest may use the Club during each Membership year. Currently, a guest may not use the Club facilities more than six (6) times during any year (three (3) times for indoor courts) regardless of sponsor.
2. Every guest must be accompanied by and registered with the Club by a sponsoring Member.
3. Guests must fill out a Guest Registration Card and sign the Hold Harmless Agreement on the back.
4. Members who do not sign their guest(s) in appropriately, will receive a penalty charge of three (3) times the guest fee.
5. If a Member sponsors the same guest more than six (6) times in a given year, the Member will be fined and / or Membership will be terminated.
6. Guest charges for any services will be charged to the sponsoring Member's account if not paid in cash by the Member or guest. The sponsoring Member shall be responsible for all unpaid charges incurred by the guest.
7. Guest privileges and times of use may be restricted from time to time by the Club.
8. The sponsoring Member is responsible for the conduct and deportment of a guest while they are at the Club. At the request of the Club, a Member shall ask the guest to leave the premises if the guest is in violation of any of the Club's rules or code of conduct.
9. There will be no guest fee charge for children five years of age and under.

Swimming Pool

1. The official pool season is from May 1 until September 30. Members and guests may swim at their own risk.
2. Children who cannot swim must be accompanied by a parent at all times. The lifeguard on duty has the right to ask a minor child to perform an ability test for the use of the pool.
3. Radios, tape players, etc. may not be played in the pool area unless headphones are used.
4. Glass will not be permitted in the pool area.
5. Proper swimming attire is required. No cutoff shorts, jeans, etc. are allowed.
6. Cover-up and shoes must be worn when coming from or going to the clubhouse.
7. Chairs may not be reserved and are available on a first-come, first-serve basis.

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