



MERCEDES CLUB

Member Rules & Regulations

- 1. Club Access.** Club Members are issued key tags to enter the Club. All members and residents must check-in with their Club key tag at the hospitality desk upon arrival. **Others cannot use your key tag.** Lost key tags will be replaced at a \$5.00 replacement fee.
- 2. Club Hours.** Club hours are: Monday – Thursday 5:30 am to 11:00 pm, Friday 5:30 am to 10:00 pm, Saturday 7:00 am to 9:00 pm, and Sunday 8:00 am to 9:00 pm. Outdoor pool hours are: Monday – Friday 11:00 am to 8:00 pm and Saturday and Sunday 10:00 am to 8:00 pm. The Club reserves the right to change its hours of operation.
- 3. Membership Types.** We have various membership types to fit your needs:
 - Mercedes Platinum Executive - Individual 12-month paid commitment with dedicated locker and laundry service
 - Mercedes Gold – Individual 12-month paid commitment
 - Mercedes Silver – Two person 12-month paid commitment
 - Short Term – Paid commitment of 1-month or moreWe reserve the right to change or eliminate membership types at any time.
- 4. Guest Policy.** Non-residents and non-members may access the Club by paying the Club's current guest fee (\$50.00). The maximum number of guests allowed per member or resident is two per day. All non-resident guests not listed on the tenant lease will be charged the \$50.00 daily guest fee. Guests must present photo identification, register at the hospitality desk and sign a guest agreement before entering. Guests may visit the Club only once per 30-day period. **Guests must be at least 18 years old and accompanied by a member or resident.**
- 5. Children.** With the exception of Mercedes House Residents, children are not permitted in the Club. Resident children under the age of 18 are not allowed to use the Club, except for the indoor and outdoor pools during family friendly hours. Please see our pool schedule for family friendly pool hours. Children are permitted on the North Terrace, South Terrace and common lounge space. An **adult member** must accompany children at all times. Children over the age of 3 years are not allowed in the opposite sex locker rooms.
- 6. Attire.** Appropriate attire is required for members and guests using the Club. Shirts and shoes are required in the Club at all times. Swim attire and improper footwear are not permitted in the fitness areas.
- 7. Valuables.** For your protection do not bring valuables into the Club. We cannot store personal belongings for members in the Club. The lockers are not designed to protect valuables. **LOCKER THEFT DOES OCCUR.** We strongly recommend that you do not leave valuables visible in your locker. The Club is not responsible or liable for damaged, lost or stolen items in or about the Club, in lockers, or for loss or damage to any property. Any personal items left in lockers overnight will be removed (Executive and Kit Lockers excluded).
- 8. Lost and Found.** Lost and Found items are placed in an accessible public area. Wallets, jewelry and electronics that are turned in are kept in the manager's office and may be claimed in person only. Please see a manager. Lost and Found items cannot be identified over the phone.
- 9. Executive Laundry Service.** Laundry service is designed for workout attire only. One set of clothing per 24-hour period. Members who have laundry service acknowledge that the Club is laundering clothing at the Member's sole risk. Clean items will be delivered by the Club to your locker and placed inside once per 24-hour period. The Club shall have no liability for any loss or damage to laundered items. You agree to permit the Club and its agents to enter your locker to deliver laundered items solely as a service and convenience to you.
- 10. Executive and Kit Lockers.** Platinum Executive members and members contracting for a Kit Locker have no interests or rights in the locker, including any right of privacy, and have only a temporary, revocable license to use the locker. The Club has the right to enter the locker, without notice, to inspect the contents of the locker or remove towels or other Club property at any time for any purpose. Upon cancellation of membership, all personal items must be removed from the locker or they will be considered abandoned and disposed of at the Club's discretion. The Club is not responsible for personal items left in the lockers. Kit lockers cannot be placed on freeze.
- 11. Pools.** The Club has an indoor lap pool and outdoor wading pool. Family friendly outdoor pool hours are Monday to Friday 11:00 am to 4:00 pm and Saturday and Sunday 10:00 am to 2:00 pm. Please see our pool schedule for family friendly indoor pool hours. The indoor lap pool is for private lessons and lap swimming. Pool usage is permitted only when a lifeguard is present. Children access and privileges are reserved for Mercedes House Residents only. Mercedes House Residents may access the outdoor pool one hour prior to the general membership.
- 12. Fitness Classes.** Please consult our class schedule for rules of etiquette and safety. Important points to remember: (a) always follow the instructor; do not attempt your own routine; (b) be considerate of your fellow member's space; (c) all equipment (steps, slides, balls, weights) must be returned to proper storage area; (d) arrive on time, and (e) some classes may require pre-registration.
- 13. Weight Training, Cardio, and Fitness Areas.** Please follow these common rules of etiquette: (a) allow other members to "work-in" and don't tie up machines if others want to use the same equipment; (b) limit your cardio workout to 30 minutes if others are waiting; (c) personal equipment and belongings are not allowed (i.e. gym bags, purses, athletic equipment); (d) free weights cannot be used on cardio equipment. For your safety, please do not modify equipment or use it in any way other than as recommended by the manufacturer. Please see a fitness coach if you need help; (e) please return and restack free weights during workouts; (f) use a towel or wipe to clean the equipment after use; (g) food and beverages (other than water) are not permitted in the fitness areas; (h) when lifting heavy weights, use a "spotter"; and (i) do not drop or throw weights.

- 14. **Basketball Court.** The court may be used for open play, specialty classes and special programs. Open play schedules may vary from time to time.
- 15. **Personal Training Policies.** All personal training and instruction is to be given by Club personal trainers. **No outside trainers are allowed.** You must be an active member or registered guest to use personal training sessions. You will be charged for no shows or appointments cancelled less than 24 hours before the scheduled session. All unused sessions expire nine (9) months after purchase. Prepaid sessions are non-transferable and non-refundable, except as required by applicable law. The Club reserves the right to assign alternative trainers and change these training policies at any time.
- 16. **Membership Freeze Policy.** Members are allowed to freeze their membership once a year for the periods set below. To request a freeze, you must submit this Membership Freeze Request form to the Club's Hospitality Desk at least seven (7) days before the start of the freeze, and be current on all dues, fees and other charges on your account.

<u>Freeze Type</u>	<u>Minimum Period</u>	<u>Maximum Period</u>
Medical	One Month	Six Months
Personal	Two Months	Six Months
Student	Two Months	Nine Months
Military Duty	One Month	One Year

A request for a medical freeze must include a physician's note verifying your condition and the period of time you will not be able to use the Club. At the end of the requested medical freeze period, you must provide a physician's note stating that you are able to resume exercising. A request for a military duty freeze must include your transfer or deployment papers. A student freeze must include a valid student identification card. Freezes begin on the first day and end on the last day of a calendar month. During the freeze period, you will be charged a fixed monthly fee based on your membership type in lieu of monthly dues. If you prepaid your dues, you must prepay the freeze fee or provide a payment method to bill the fee. In the case of annual memberships or paid in full memberships, your commitment period will be extended by the number of months your membership is on freeze. Your dues will remain subject to increase during the freeze period. During a freeze, no use of the Club is permitted. At the end of the freeze period, the Club will automatically reactivate your membership and billing, unless you give us advance written notice of cancellation in accordance with your Membership Agreement. **A FREEZE WILL NOT BE GRANTED ON A RETROACTIVE BASIS.**

- 17. **Deck Areas.** The Club provides outdoor deck and lounge areas for your convenience. All outdoor seating is on a first-come, first-served basis. Loud music or obstructive behavior is not permitted on the deck or in the Club. There may be Mercedes Club events on the outdoor decks from time to time. Private events on the outdoor deck or pool are at Club management's sole discretion.
- 18. **No Alcohol or Smoking.** No alcohol, glassware or smoking is permitted on any Club terraces and decks. Members may not advertise or post notices in any Club areas.
- 19. **Phone Use.** To preserve a tranquil environment, the use of cell or mobile phones in the workout areas and locker rooms is strictly prohibited. For your convenience, mobile phones may be used in the Club's lounge areas.

- 20. **Cameras.** In order to maintain the privacy of our members, the use of cameras is strictly forbidden in the Club. This includes cameras in mobile devices and phones. Anyone caught using a camera in the Club will be asked to leave and may have their membership privileges revoked. The Club will not be held responsible for any picture taken in violation of the above policy.
- 21. **Suspension or Termination of Membership.** Any member who, in the sole determination of the Club, is loud, offensive, uses profanity, harasses, is bothersome to other members, residents, guests or employees or otherwise behaves in an inappropriate or unbecoming manner or who is cited for infraction of the Club's Guidelines may be suspended or terminated from the Club. Upon termination, the unused portion of any prepaid payment shall be forfeited.
- 22. **Club Renovations.** The Club may temporarily close for construction or renovations and will make reasonable efforts to substitute another fitness area or facility for its members until such work is completed.
- 23. **Additional Guidelines.** The Guidelines are not inclusive. Signs and other rules and regulations posted in the Club will be considered additional Guidelines and may be amended at any time at the Club's sole discretion.