



By-Laws

House and Ground Rules

BY-LAWS OF THE SAN DIEGO TENNIS AND RACQUET CLUB

GENERAL INFORMATION

These By-Laws are issued by San Diego Tennis and Racquet Club (“Club”) with respect to the operations of the San Diego Tennis and Racquet Club of San Diego, California.

By filling out the Application for Membership in the Club and Membership Agreement, payment of initiation fees, and acceptance into membership, the person(s) in whose name the membership stands agree(s) to be bound by these By-Laws, as they may be amended and supplemented from time to time.

As used herein, “member” shall mean any person or entity, who has been accepted into membership in the Club and paid the prescribed initiation fees. “Guest” shall mean any person or persons designated by a member as a “member’s guest”.

All memberships in the Club are non-participating, non-proprietary and non-assessable. Memberships in effect on or before February 28, 1990, other than junior Executive memberships of any classification, are transferable only in the manner set forth herein. Memberships in effect on or after March 1, 1990 are non-transferable.

ARTICLE I ELIGIBILITY FOR MEMBERSHIP

An individual shall be of good standing in the community and possess such other qualifications as the Club shall from time to time prescribe to be eligible for membership in the Club.

The Club reserves the right to make such changes or additions, as are deemed by its management necessary, to the categories, types and classifications of membership, the initiation fees and dues prescribed for each category, type and classification of membership, including the creation of new categories, types and/or classifications of membership, and all other matters relating to the operation of the Club.

A schedule of applicable initiation fees and dues for each such category, type and classification is available from the Club on request.

ARTICLE II APPLICATION FOR MEMBERSHIP

Each applicant for membership in the Club shall submit a completed Application and Membership Agreement, together with the applicable initiation fee. Upon acceptance of such Application by the Club, the applicant shall be deemed to be admitted to membership in the Club.

ARTICLE III NON-DISCRIMINATION POLICY

Information regarding an applicant's gender, race, national origin or religion shall not be submitted or considered by the Club in determining eligibility for membership in the Club.

ARTICLE IV MEMBERSHIP CARDS

Upon acceptance of a member to the Club, the member shall be issued a duplicate copy of the Membership Agreement signed by the management of the Club. Each member of the Club (and those designated and authorized to use the membership as provided in these By-Laws) will be furnished with a membership card. Each member shall exhibit his or her membership card to obtain entry into the Club. A membership card may not be used by any other person other than the member (and others authorized as aforesaid) to whom the card was issued. Violation of this rule shall be grounds for termination of the membership of a member by the Club pursuant to Article VII B and VII C of these By-Laws.

ARTICLE V GUESTS

Members in good standing may bring guests to the Club, subject to the following:

All guests shall be registered with the Club before admittance. Guests must be accompanied by a member and guest fees prevailing at the time shall be charged to the member's account at time of registration. If a member does not register a guest upon entrance to the Club, he/she will automatically be charged a \$25.00 fine.

Guests shall adhere to the Club House and Ground Rules, and guest use of the facilities shall be as regulated by the priorities established by the Club for said facilities.

Guests may not charge purchases or services.

A sponsoring member shall be responsible for the conduct of each of his or her guests while at the Club. If the manner, department or appearance of any guest is deemed by the management of

the Club to be unsatisfactory, the sponsoring member shall, at the request of the Club management, cause such guest to leave the Club premises.

The Club may at any time, and from time to time, suspend or terminate guest privileges of any member of the Club for repeated violations of these rules by such member or by his or her guests.

Guest use, fees, fines, priorities, times and days of guest use may be amended from time to time at the discretion of the Club. Bringing a guest to the Club is a privilege, not a "right" and fees will be determined in order to regulate guests during prime Club usage times and events.

ARTICLE VI TERMINATION OF MEMBERSHIP BY MEMBER

Any member may terminate his or her membership in the Club by delivering to the Club's business office a signed "Club Termination Form" and surrendering all membership cards and locker keys issued at least (5) days before the end of the month. Such member shall remain solely liable for any unpaid fees, house account balance and membership dues (including the membership dues accrued through the end of the month during which such membership so terminates). A member shall not be entitled to a refund of any part of any membership dues theretofore paid by such member to the Club by virtue of the termination of his or her membership pursuant to Article VI or Article VII.

Members with transferable memberships (those memberships in effect on or before February 28, 1990 other than Junior Executive memberships of all classifications) will then be placed on the Club's buy and sell list and have their memberships transferred pursuant to Article XVI.

Members with non-transferable memberships (those memberships in effect on or after March 1, 1990) who terminate their non-transferable memberships are not entitled to a refund of any part of membership initiation fee.

ARTICLE VII TERMINATION OF MEMBERSHIP BY THE CLUB

The Club may terminate the membership of any member upon the following conditions:

- A. Defaults or delinquency in payment of fees, dues, house accounts more than thirty (30) days past due.
 - 1) A member may be suspended by the Club for a thirty (30) day period after the occurrence of an event described in A above. Current and on-going dues will continue to accrue during suspension. Notice of suspension shall be given by mail

to the member. Suspension shall not terminate a membership. Dues shall continue to be charged to a suspended member, but such member shall not be entitled to any of the privileges of the Club during the period his or her membership is suspended. At any time prior to termination of a member's membership by the Club, a member who has been suspended may apply in writing to the Club for reinstatement. The Club may take whatever action it deems appropriate with respect to such application, including, should management decide to grant reinstatement, the imposition of such conditions it deems suitable.

2) If at the end of the 30-day period, a suspended member has not brought his or her account to a current status, the Club may terminate the membership of said member as follows:

a) If the membership is transferable (a membership in effect on or before February 28, 1990 other than a junior Executive membership of any classification):

1) The membership of the member will be put up for sale by the Club at the then prevailing market price, if any, for that type and classification of membership.

2) Any proceeds derived from such sale will be first applied to the member's past due accounts, fees, dues, etc.; then to selling expenses including a transfer fee to the Club equal to twenty (20) percent of the sales price; and the balance, if any, will be remitted to the terminated member.

3) The terminated member shall remain responsible for any unpaid dues, fees or accounts not fully paid for by the sale of the membership.

b) If the membership is non-transferable (in effect on or after March 1, 1990), all rights and privileges shall be terminated and the terminated member shall remain responsible for all unpaid dues, fees or accounts at the time of the termination. Any unpaid balance will be turned over to collection.

B. The Club may terminate the membership of any member, if a member:

1) Harms, molests or endangers other members, guests, employees or other persons using or upon the Club premises;

2) Has been convicted of any felony which constitutes conduct harmful to persons or property, Involves moral turpitude or would bring disrepute to the Club;

3) Damages or injures Club facilities;

4) Unreasonably offends or annoys other persons lawfully upon the Club's premises;

- 5) Continually violates, or after receiving written warnings from the Club, again violates Club House and Ground Rules, limitations or restrictions applicable to the use of the premises; or
- 6) Falsifies information on the Application for Membership.

In the event of any of the above, the circumstances shall be brought before the management of the Club. The offending member shall be given an opportunity to present evidence on his or her behalf. After consideration, the Club management shall decide the issue of the offending member's termination. If the decision is for termination, the Club shall proceed as in A-2 (a) or A-2 (b) above.

Notwithstanding anything to the contrary contained herein, the Club may not in any substantive manner alter or amend this Article to delete the due process provisions accorded the member and contained herein. In the case of a transferable membership, as defined in A-2 (a) above, the Club may not alter or amend this Article so as to work a forfeiture of a membership without a method of compensation.

ARTICLE VIII PAYMENT OF DUES AND HOUSE ACCOUNTS

Membership dues and house accounts shall be deemed delinquent if not paid within thirty (30) days after billing, and delinquent accounts shall be subject to a late payment charge of 1- 1/2 percent per month on the unpaid balance. All charges to a member's Club account must be authorized by said member.

The Club may, from time to time, deny to any member of the Club credit privileges at the Club.

If the account of any member of the Club is delinquent, the Club may, at its option, take whatever action it deems necessary to effect collection. If the Club commences any legal action to collect fees, membership dues, or house accounts owed by any member of the Club to enforce liability of such member of the Club, such member shall also be liable for all costs and expenses of such legal action, including all attorneys' fees.

ARTICLE IX CHANGE OF ADDRESS AND TELEPHONE NUMBER

All members must, within thirty (30) days, notify the Club office, at the facility address, of any change of address and/or telephone number(s), and are encouraged to do so sooner.

ARTICLE X PRIVATE PROPERTY

All private property of members, guests, visitors or other such persons, while on or in Club

premises, or while deposited with the Club on or off the Club premises, either for or without hire, shall be at the owner's sole risk.

No pets shall be allowed on Club premises.

ARTICLE XI MEMBERSHIP NON-PROPRIETARY

No member of the Club shall by virtue of such membership, transferable or non-transferable, be deemed to have a proprietary interest in the Club, or have any right, title or interest in any of the assets of the Club or its owners or operators.

No member of the Club shall be liable for the debts or other obligations of the Club, its owners or operators, by reason of being such a member.

ARTICLE XII CONTRACT OF MEMBERSHIP

These By-Laws may be revised, supplemented or amended from time to time, and shall be considered a part of the contract for membership, and the membership rights and privileges of each member of the Club shall be governed thereby.

Any person who shall exercise membership privileges in the Club, shall be conclusively presumed to have by such act, agreed to be bound by these By-Laws as the same may be revised, supplemented or amended from time to time, and the House and Ground Rules of the Club as promulgated from time to time.

ARTICLE XIII CATEGORIES, TYPES AND CLASSIFICATIONS OF MEMBERSHIPS IN THE CLUB

- A. Effective March 1, 1990, there are established two categories of membership in respect to transferability:
 - 1) Transferable: Those memberships of all classifications and types which are in effect on or before February 28, 1990, other than junior Executive memberships of all classifications.
 - 2) Non-Transferable: Those memberships of all classifications and types which are in effect on or after March 1, 1990.
- B. There are established two types of memberships with rights to use designated facilities upon the Club premises:

- 1) Tennis: Includes the use of all Club facilities, subject to these By-Laws, Club House and Ground Rules, and amendments thereto.
 - 2) General: Includes the use of all Club facilities, except the tennis facilities, subject to these By-Laws, Club House and Ground Rules and any amendments thereto.
- C. There are established six classifications of membership common to Tennis and General memberships:
- 1) Family A Membership: Extended to two adult spouses and their unmarried, dependent children under twenty-five (25) years of age, and vested in the names of both adult spouses.
 - 2) Family B Membership: Extended to one adult parent and his or her unmarried, dependent children under the age of twenty-five (25) years of age.
 - 3) Couple Membership: Extended to an adult couple, living in the same household, and vested in the names of both adults. This membership must be upgraded to a "Family A" Membership status when any child of the couple reaches the age of five (5) years of age and uses the club facilities.
 - 4) Individual Membership: Extended to an individual twenty-one (21) years of age or over. The Individual membership may not be extended to cover additional persons. This classification is also referred to as a regular Individual membership elsewhere in these By-Laws.
 - 5) Individual junior Membership: Extended to an individual under the age of twentyone (21) years of age. This membership must be upgraded to a regular Individual Membership or a junior Executive Individual Membership upon the member's twenty-first birthday. The parent(s) or legal guardian of a member in this classification shall be required to guarantee the obligations for dues and other debts of the member as a condition of membership.
 - 6) junior Executive Membership: A non-transferable Tennis membership extended to all classifications listed in paragraphs 1-4 above, provided the oldest adult member is under thirty (30) years of age. When the oldest junior Executive adult member reaches the age of thirty (30), the membership must be upgraded by payment of an additional initiation fee. Those junior Executive memberships purchased on or before February 28, 1990 may be upgraded to a transferable membership. Those junior Executive memberships purchased on or after March 1, 1990 must be upgraded as above, but may only be upgraded to a non-transferable membership. The junior Executive classification of membership is always non-transferable, even if in effect before March 1, 1990.

Application for a Family or Couple membership, either the initial application or a request for change of classification, which includes the name of a spouse will be vested in the names of both spouses as joint tenants.

The number of memberships of each classification which will be permitted by the Club by type or classification of membership will be determined by the Club at its sole discretion.

D. Change from one type and/or classification of membership to another is provided for as follows:

- 1) Upgrade of Membership: Memberships may be upgraded to a higher dues-paying type or classification by submitting the SDTRC upgrade/downgrade form, and by paying the difference between the current prevailing initiation fee of the desired membership and the current prevailing value of the membership as it exists. For those members with transferable memberships, the new type and classification will also be transferable. Non-transferable memberships will remain non-transferable after the upgrade of membership. Junior Executive memberships in effect on or before February 28, 1990 may be upgraded to a transferable membership. Monthly membership dues applicable to the new membership type or classification plus any fees, if applicable, will be billed to the member's house account on the next monthly statement.
 - a) When upgrading to a Family Membership, you may then not downgrade to a lesser dues paying membership for a minimum of one full year.
 - b) Memberships upgrading to a Family Membership for a second time will be charged an additional processing fee.
- 2) Downgrade of Membership: Memberships may be downgraded to a lesser dues paying type or classification by submitting the SDTRC upgrade/downgrade form, and by surrendering any membership cards no longer applicable to the new type and/or classification.
 - a) When downgrading from a Family Membership, you may then not upgrade back to a Family membership for at least one full year. During the time that you have downgraded, all guest rule policies & fees will apply.
 - b) Memberships downgrading from a Family Membership for a second time will be charged an additional processing fee.
 - c) For transferable memberships (in effect on or before February 28, 1990, other than a junior Executive membership of any classification) the monthly membership dues applicable to the new membership will be charged as of the

next monthly statement after the date of written request to downgrade the membership and surrender of membership cards.

- d) For non-transferable memberships (in effect on or after March 1, 1990), a written request to downgrade a membership by type and/or classification will result solely in the application of lower monthly membership dues.
- e) Junior Executive memberships may be downgraded to a lesser dues-paying Junior Executive Tennis classification.

E. The Club reserves the right to create new types and/or classifications of membership.

ARTICLE XIV LIABILITY FOR USE OF PROPERTY

Each member of the Club shall be liable for any property damage or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by a member or by a member's guest(s). Such member shall pay for the cost and expense thereof and shall indemnify and hold the Club and its agents, employees, and partners harmless from any such liability, including damages, costs, expenses, including attorneys' fees, paid or incurred by Club as a result thereof.

Children under nine (9) years of age are not allowed at the club without direct adult supervision, unless such children are involved in a junior program which does not require additional adult or parental supervision.

Addendum as of 09/07/04, Article XIV, Liability for use of property, second paragraph Children ages 9-13, are not allowed at the club unless a parent remains on club property at all times while their children are at the club, unless such children are involved in a junior program that does not require additional adult or parental supervision.

Each member, guest or other person, who in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever, owned or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk, and shall hold the Club, its partners, shareholders, directors, officers, employees, representatives and agents of the Club, harmless from liability, damages, costs, expenses, including attorneys' fees paid or incurred by the Club resulting therefrom, other than any such liability or damage caused by the negligence or willful misconduct of the Club or its personnel.

Should any party bound by these By-Laws and addenda thereto bring suit against the Club on any claim or matter, and fail to obtain judgment therein against the Club, said party shall be liable to the Club for all costs and expenses incurred in the defense of such suit, including all attorneys' fees.

**ARTICLE XV
RIGHT TO REGULATE USE OF PROPERTY**

- A. The management of the Club shall have the unqualified right to make such rules, regulations and restrictions in the use of all or part of the Club property as it may deem necessary or appropriate. Such rules, regulations and restrictions shall in part be known as the House and Ground Rules. The House and Ground Rules shall apply to all members and their guests, visitors, and members of their families. The Club may modify, amend or revise the House and Ground Rules in whole or in part at any time and from time to time.
- B. From its inception, the Club has established the rule that no food, alcohol, beer, wine, or spirits, may be brought onto Club property.

**ARTICLE XVI
TRANSFER OF MEMBERSHIP FOR TRANSFERABLE MEMBERSHIPS
IN EFFECT ON OR BEFORE FEBRUARY 28, 1990**

Only memberships, other than junior Executive memberships of all classifications, in effect on or before February 28, 1990 are transferable. These memberships may only be transferred in accordance with the provisions of these By-Laws, as amended from time to time. To be effective, a transfer may only be accomplished by making application for transfer in the manner specified by the Club. A member may only transfer his or her transferable membership through the Club's buy and sell list, and by paying twenty (20) percent of the selling price of the membership to the Club.

Prevailing market price shall be used for determining amount of transfer fee. (Prevailing market price meaning: what price the club is selling memberships at the time membership is sold. No transfer shall be valid unless and until all of the provisions of these By-Laws, as amended, are fully satisfied, regarding such transfer of membership.

In case of death, a transferable membership may be sold by the executor or administrator of the deceased member's estate in the manner set forth in this Article unless it is held in joint tenancy with or is bequeathed to the surviving spouse. Upon the death of one spouse holding a transferable Couple or Family membership, regular or junior Executive, the surviving spouse continues membership rights and privileges and may request a downgrade of membership in order to hold a membership of a lesser dues-paying type and/or classification, pursuant to Article XIII D-2 (a).

In the event of a divorce of a member holding a transferable Family or Couple membership, or a transferable membership which is vested in the name of one spouse, the Club must be notified by the attorneys involved with the settlement to the divorce as to which divorced spouse receives the membership. A transferable membership may be transferred, without payment of transfer fee, to the spouse receiving the membership pursuant to final dissolution of marriage. The spouse receiving the

membership may request a downgrade of membership in order to hold a membership of a lesser dues paying type and/or classification, pursuant to Article XIII D-2 (a).

Members who transfer their transferable membership remain liable for all past due amounts owing to the Club.

ARTICLE XVII EFFECT OF DEATH OR DIVORCE ON NON-TRANSFERABLE MEMBERSHIPS

Memberships in effect on or after March 1, 1990 are non-transferable.

Upon the death of an individual holding a non-transferable Individual membership, Individual junior membership or junior Executive Individual membership, all rights and privileges pertaining to said membership cease, however the deceased member's estate is liable for all past due amounts owing to the Club.

Upon the death of one spouse holding a non-transferable Couple or Family membership, regular or junior Executive, the surviving spouse may continue membership rights and privileges and may request a downgrade of membership in order to hold a membership of a lesser dues-paying type and/or classification, pursuant to Article XIII D-2 (b).

Upon the death of both spouses holding a non-transferable Couple or Family membership, regular or junior Executive, all rights and privileges pertaining to said membership cease, however the deceased members' estates remain liable for all past due amounts owing to the Club.

In the event of a divorce of a member holding a non-transferable Family or Couple membership, or a non-transferable membership which is vested in the name of one spouse, the Club must be notified by the attorneys involved with the settlement to the divorce as to which divorced spouse receives the membership. The spouse receiving the non-transferable membership pursuant to final dissolution of marriage may continue membership rights and privileges and may request a downgrade of membership in order to hold a membership of a lesser dues-paying type and/or classification, pursuant to Article XIII D-2 (b).

ARTICLE XVIII NO PROPERTY RIGHTS

No property or vested rights of any kind shall accrue to any member of the Club now or hereafter by virtue of his or her membership in the Club, and there shall be no obligation, either expressed or implied, binding the Club, or its owners, directors, officers, employees, agents or representatives of the Club, or upon any assets of the Club, to continue to provide or maintain any or all of the services or facilities of the Club now or hereafter available.

Admission to membership in the Club to the category, classification and type of membership purchased is the full and sole consideration of the payment of the initiation fees and membership dues. The term of each membership in the Club shall be limited to the life of the Club, subject to Article VII.

ARTICLE XIX DUES

The Club reserves the right to increase monthly dues for memberships as it deems reasonably necessary, but in no event may it increase the monthly dues more than twenty-five (25) percent in any one calendar year.

Special events, repairs, maintenance of some facilities, and/or other occurrences may make it necessary for the Club to restrict the use of certain parts of the facility or to close the Club temporarily. The Club will not reduce or suspend dues during the time when facilities are not available.

ARTICLE XX SALE OF CLUB

If the owners shall sell or transfer the building, other improvements and land of which the Club is a part, each membership shall continue in full force and effect, and all rights, duties and obligations with regard to each membership shall be binding and inure to the benefit of each member and his or her successor or assignee as provided for under these By-Laws.

ARTICLE XXI REPEAL AND AMENDMENT OF BY-LAWS AND HOUSE AND GROUND RULES AND ADDENDA

These By-Laws, House and Ground Rules and addenda as they may be established, may, at the discretion of the Club, be revised, amended or supplemented at any time and from time to time by the Club without prior written notice.

HOUSE AND GROUND RULES OF THE SAN DIEGO TENNIS AND RACQUET CLUB

TENNIS

The prime objective of San Diego Tennis & Racquet Club Management is to assure equitable court play and maximum court usage. That objective is the basis for all court rules

PLAYING TIME:	Singles	1 hour hour
	Doubles	1 1/2 hours
	Individual	1/2 hour

All court assignments will be made through the Control Desk prior to play.

A certain amount of courts will be set aside as reservation courts and all remaining courts will be assigned on a walk-on basis. Selection of which courts will be used for either or will be up to the sole discretion of the management.

The teaching professionals have priority usage of courts that are assigned for instruction during specific hours. If not being used for instruction, these courts may be re-assigned as reservation or walk-on courts.

Proper court etiquette and common courtesy is presumed at all times. If a point is in progress, wait until that point is over before entering court. When assigned court time has expired, current players must surrender court to waiting group as soon as the current point in play is finished. (current point, not game).

Please hang up roll dryers after using them.

Proper tennis attire is required at all times. Court shoes are required and tops must be worn. No tank tops or bathing suits. Shoes that leave black marks on the court surface are not permitted.

Tennis instructors not employed by San Diego Tennis & Racquet Club are not permitted to instruct on the Club premises.

Playing may continue beyond the time limit if there are no players waiting. It is the waiting players' responsibility to inform the participating players of their waiting.

The same group of players may only have one court assigned at a time. The same group of players must be finished with a court assignment before being assigned another court.

Substitutes or fill-ins, at any time (even last minute), are permissible to ensure that court time is fully utilized. However, court time must be used for the type of play originally scheduled (singles or doubles).

Officially scheduled Club activities will have priority over general court usage.

Do not hit racquets or tennis balls against windscreens.

Food or alcohol is not permitted on courts. No glass containers allowed on courts.

Please remove towels and leave court clean for the next group.

RESERVED COURTS

It is the responsibility of the person making the reservation to ensure the court is used as scheduled for either singles (1 hour), doubles (1 1/2 hours) or individual practice (1/2 hour).

Only members may make reservations. The name of the person making the reservation and the names of all other players must be given. The person making reservation is recorded first.

All players must be present and check in at Control Desk before going to a court. Failure to check in at Control Desk will be considered a NO SHOW; court will be re-assigned.

A reservation default occurs if the players are more than 10 minutes late.

If a reserved court becomes a walk-on court due to a "no show", the first player on the waiting list has the right of first refusal.

To officially be assigned to a default court you must sign up through the Control Desk. The desk will do everything possible to locate the party of the defaulted court before reassigning.

No player on a reserved court may have his name on the walk-on court waiting list.

The same group of players may only have one court reserved at a time.

WALK-ON COURTS

No preference is given to singles or doubles play, however, at peak hours we encourage doubles play.

All walk-on courts are assigned on a first-come, first-served, next available court basis. One of two players for singles and three of four players for doubles must remain at the Club until the time assigned comes up.

EXAMPLE # 1: If you come to the club at 9:00 and all of the courts are booked until 11:00 you will be assigned an 11:00 court. If it is 9:00 and you want an 11:00 court and we have an opening before that, you will be assigned an earlier court.

RACQUETBALL/HANDBALL/SQUASH

The prime objective of San Diego Tennis & Racquet Club is to ensure equitable court play and maximum court usage. That objective is the basis for all court rules.

PLAYING TIME: Singles or Doubles 1 hour

All court assignments are made through the Control Desk prior to play.

All courts are set aside as reservation courts.

Proper court etiquette and common courtesy is presumed at all times.

Food or alcohol is not allowed in the racquetball/handball building.

Proper court attire must be worn at all times. Court shoes are required and tops must be worn. Bathing suits are not permitted. Shoes that leave marks will not be permitted.

Private instructors not employed by San Diego Tennis & Racquet Club are not permitted to instruct on the Club premises.

Members are encouraged to wear protective eyewear when playing Racquetball/Handball or Squash.

Children under the age of 9 must be accompanied by an adult when in the building.

No tennis racquets are allowed on courts unless you are with an SDTRC Tennis Pro.

Substitutes or fill-ins, at any time (up to the last minute), are permissible to ensure that court time is fully utilized.

Officially scheduled Club activities will have priority over regular court usage.

Do not throw or hit racquets against walls. Racquet guards must be used on all metal racquets. Wrist cords must also be used. Eye guards are recommended. Black balls are not permitted.

RESERVED COURTS

Courts may be reserved up to two days prior to play.

It will be the responsibility of the person making the reservation to ensure the court is used as scheduled.

Only members may make reservations. The name of the person making the reservation and the names of all other players must be given.

The proper way to inform participating players that their time is up, is to wait until the current point is over before entering the court. One player may NOT take over the court. There must be a minimum of two players ready to play before entering. BE POLITE AND COURTEOUS.

A reservation default occurs if the players are more than ten minutes late. To officially be assigned a defaulted court, you must sign up through the Control Desk. The desk will do everything possible to locate the party of the defaulted court before reassigning.

The same group of players may only have one court assigned at a time. The same group of players must be finished with court assignment before being assigned another court.

If a reserved court becomes available due to a “no show”, first player on the waiting list has the right of first refusal.

Playing may continue beyond the time limit if there are no players waiting. It is the waiting players' responsibility to inform the participating players of their waiting.

Squash has priority on Court E (Squash Court) when other courts are available. If you aren't playing squash, you may be asked to switch courts.

CLUBHOUSE

Proper attire is required at all times. Men must wear shirts, women in bathing suits must wear a cover-up. Wet bathing suits are not allowed. If clothes are damp please sit on a dry towel from the Control Desk.

GUESTS

All guests must be accompanied by a member while at the club.

If a member has more than 2 guests in one day they must get prior approval from management.

It is the member's responsibility to register a guest at the Control Desk upon entrance to the club.

If a member fails to register a guest, an automatic extra charge will be added to their monthly statement.

No individual may be a guest more than 8 times in a calendar year.

The current guest fee is \$10 per guest, per visit for ages 5-17. Ages 18 and up current guest fee is \$15 per guest, per visit. General members playing tennis are considered guests and must pay a guest fee for each time that they play. General members may play tennis up to 4 times per month.

PROSHOP

Hours are posted in the clubhouse and newsletter.

Membership cards are required for charges to be made.

Gift certificates are available in Pro Shop.

COURTSIDE GRILL

Hours are posted in the clubhouse and newsletter.

Membership cards are required for charges to be made.

No outside food or beverage may be brought onto the Club premises.

Bussing your own table is expected and appreciated.

BAR

Hours are posted in the clubhouse and newsletter.

Membership cards are required for charges to be made.

All tabs not closed out by member at evening end will automatically have a 15% gratuity added.

Drinks that will be taken to the spa or pool area must be in plastic glasses.

No outside alcohol may be brought onto the Club premises.

Minors will not be allowed in the designated Bar area.

LOCKER ROOM

Towels and razors are available at Control Desk.

Place used towels in towel bins and used razors in trash containers.

Children who have reached the age of four (4) years are not allowed in the opposite gender's locker room.

Tennis or workout bags are to be placed in locker or stowed on top of lockers, not in aisles.

SDTRC is not responsible for personal belongings that are lost, stolen or damaged.

SAUNA AND STEAM ROOM

Members and guests are required to shower before using either the sauna or steam room.

No shaving is allowed in either the sauna or steam room.

Children under the age of 14 must be accompanied by an adult.

CHILD CARE

Hours are posted in the newsletter and in child care center.

Minimum one (1) hour charge per child.

Ages: One through six years.

Limit of two (2) hours per day when there is a waiting list. Members have priority over non-members.

Staff will control the number of children in the center at any given time. (12 children maximum per attendant. This maximum amount may be lowered at the discretion of the Club.)

Children past the age of 6 are not allowed in the child care center.

Meals and/or feeding service are not provided.

Parents must remain at SDTRC while child is in center.

Members are required to bring diapers and other accessories.

Parent is required to sign child in and out of the center.

Children should be in good health to utilize the center. If child is ill, he/she will be denied service.

Management reserves the right to deny this service under specific circumstances.

WEIGHT ROOM

Private instructors or personal trainers not employed by San Diego Tennis & Racquet Club are not permitted to instruct on the Club premises.

I. Before Exercise

- A. Proper clothing is required.
- B. Shoes, shirts, and a towel are mandatory.
- C. Bags, purses, clothing, and racquets must be left outside of the exercise environment.
- D. Cups, papers, and trash should be placed in appropriate receptacles.

II. During Exercise

- A. Exercise equipment is to be used for limited periods of time.
- B. 20 minute limit on all cardio machines when others are waiting. The user has 20 minutes from the time you sign in, regardless of how long you have been on the machine.

III. After Exercise

- A. Wipe moisture from equipment after use with towel.
- B. Return weights, benches, and mats to proper place.
- C. Return equipment to starting levels.
- D. Remove towels and place in towel receptacle.

IV. Children

The exercise environment must be approached with safety as a priority over convenience.

- A. No children under 16 years of age are allowed in the weight rooms unless enrolled in a club supervised program.
- B. The weight rooms are not a substitute for child care.
- C. Children may not wait in weight room during Parent's work-out.

JOGGING TRACK

Shoes are required.

Joggers must stay to the right at all times.

Starting point is located at nrth end of the ball machine court.

Joggers must run counter-clockwise.

Track is 1/2 mile.

VOLLEYBALL/BASKETBALL AREA

Proper use of equipment is presumed at all times.

No alcohol is allowed in these areas.

SWIMMING POOL

Size: 25 meters, 3' 6" to 5' 6" deep

Swimming is at your own risk.

There is no lifeguard on duty.

You must shower prior to entering the pool or spa.

Lanes disignated for lap swim must be kept free by social swimmers (move to West side of pool).

Parents are responsible for children's safety in and around the pool at all times, Children under 14 must be supervised by Parent or Guardian.

Children should not be left alone if they are not water safe.

Appropriate swimwear is required.

Diapered babies must have on a bathing suit and rubber pants.

All children not potty-trained must wear plastic pants and swim diapers while in and around pool.

No running or shoving is permitted around the pool area.

No tennis balls allowed in the pool. Water toys will be allowed at the discretion of management.

Towels must be returned to the locker room or to poolside towel bag.

Beverages must be in cans or plastic containers. (NO GLASSWARE.)

Please remove all personal belongings when leaving the pool area.

Management reserves the right to regulate and schedule all pool activities.

Private instructors not employed by San Diego Tennis & Racquet Club are not permitted to instruct on the Club premises.

SPA RULES,

1. No Children under the age of 14 permitted in adult Spa.
2. All ages allowed in family spa. Children under the age of 14 must be supervised and accompanied by an adult within the enclosed spa area.
3. Elderly persons, pregnant women, infants and those with health conditions requiring medical care should consult a physician before entering a spa or hot tub.
4. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicine may lead to serious consequences.
5. We highly recommend not using the spa if alone.
6. Long exposure may result in nausea, dizziness or fainting.

LOST & FOUND

The club is not responsible for any lost or found items.

The club is not responsible for items left at the Control Desk for pick-up.

All lost and found items are kept for a period of no more than three weeks and then donated to charity.

CHILDREN'S POLICIES

Membership is a privilege. If at any time it is determined by the Club Staff that a junior member is acting inappropriately or in an unsafe manner, the junior member may be limited to a specific area of the Club, receive temporary suspension from the Club or possible termination of membership, even without a parent or guardian present.

We ask Parents or Guardians to monitor the conduct of their children while on the Club property pursuant to the Club By-Laws, House & Ground rules and any additional Club rules imposed by the Club. We ask for proper behavior from all of our members and guests and appreciate parents' cooperation in supervising their children while spending the day with us.

The Club may at any time restrict Junior access to additional areas of the Club facility, either temporarily or permanently.

USE OF CLUB WITHOUT PARENTAL SUPERVISION:

Children under (9) nine years of age are not allowed at the Club without **direct adult supervision**, unless such children are involved in a junior program which does not require additional adult or parental supervision.

Children ages 9-13, are not allowed at the club unless a parent remains on club property at all times while their children are at the club, unless such children are involved in a junior program that does not require additional adult or parental supervision.

Parents of children 14 years of age and older at the Club without direct parental supervision are still completely responsible for their child's safety & actions.

POOL

Lifeguards, when on duty, are there to enforce rules and to help provide a safe pool environment. Only the parent can watch their child 100% of the time. Children not potty trained must wear plastic pants and swim diapers while in and around the pool area. Children under (9) nine years of age must always be directly supervised by an adult, even when a lifeguard is on duty. Children 9 years of age and older must be able to pass all of the following criteria in order to use the pool without parental supervision:

1. Stand flat footed in shallow end with head above the water.
2. Swim one length of the pool (25 meters) without stopping or pushing off the bottom of the pool.

Additional pool rules are posted poolside

SPA

Children under the age of 14, by law, must be accompanied inside the gated area by an adult while in the family spa. Children under the age of 14 are not allowed in adult spa.

SAUNA & STEAM ROOM

Children under the age of 14 must be accompanied by an adult.

FITNESS ROOMS

Children under 12 are not allowed to use fitness equipment at any time..

Children 12 - 15 years of age must pass the weight room certification requirements with Club's fitness staff, wear pass wrist band, and be accompanied by an adult to be able to use fitness equipment. Selected Children, that have passed the certification, may be allowed to use fitness equipment without adult supervision if approved by fitness staff & parent. This will be up to the discretion of the fitness staff.

Children 16 & above may use fitness facility without certification or adult supervision.

BALL MACHINE

Juniors 12 years of age & under must have adult supervision.

LOCKER ROOMS

Children 4 years of age and older are not allowed in the opposite sex locker room.

Children under 4 years of age may be in the locker room of the opposite sex only when under direct supervision of a parent or responsible adult and then only for the minimal time necessary.

Under all circumstances parents must be aware of the need to protect the privacy of others. Restrooms are available by pool/spa area.

RACQUETBALL/HANDBALL AREA:

Children under (9) nine years of age are not allowed on courts unless directly supervised by an adult.

Children are not allowed to loiter in back hallway/indoor court area or take any food or beverage into this area. When on courts, juniors must wear proper court shoes. No bare feet, socks or sandals.

BAR

Minors are not allowed in the designated Bar area.

GENERAL

No skateboards, rollerblades, wheel shoes, cleats or scooters on Club property.

adm.rules reg Rev. 06/08

NOTES

San Diego Tennis & Racquet Club

PARENT ADVISORY

Children are precious to San Diego Tennis & Racquet Club. The San Diego Tennis & Racquet Club takes all matters regarding the care of children seriously. The prevention and reporting of child abuse is no exception.

All San Diego Tennis & Racquet Club staff are counseled in the expectations and responsibilities of child abuse prevention and reporting, and they commit to abide by the San Diego Tennis & Racquet Club's policies regarding appropriate practices and behavior with and around children. These policies include:

1. Ensuring that children are never abused. Abuse includes: physical injury, verbal abuse, sexual abuse, unjustifiable punishment and neglect.
2. Responding to all children with respect and consideration and treat all children equally, regardless of gender, race, ability, religion or culture.
3. Prohibiting profanity, inappropriate jokes, or sharing intimate or inappropriate details of one's personal life, and any kind of harassment.
4. Portraying a positive role model by maintaining an attitude of caring, honesty, respect and responsibility.
5. Prohibiting staff from being with children (who are involved or enrolled in San Diego Tennis & Racquet Club programs) outside of the San Diego Tennis & Racquet Club if objected to by the Parent. This includes: transporting, babysitting, sleep-overs, and inviting children to a private home.

As a parent or guardian enrolling your child in a San Diego Tennis & Racquet Club program, please be familiar with these policies and abide by them yourself while participating in any San Diego Tennis & Racquet Club program or activity or when interacting with San Diego Tennis & Racquet Club staff and volunteers.

Please contact San Diego Tennis & Racquet Club immediately if you should observe any violation of these policies in the operation of our programs.

To discuss these policies or to report a related concern, contact Scott Slade, General Manager at 619-275-3270 or email sslade@sdtrc.com