



**By-Laws
&
House and
Ground Rules**

BY-LAWS OF 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 the 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 nonparticipating, non-proprietary, and non-assessable. Memberships in effect on or before February 28, 1990, are transferable only in the manner set forth herein. Membership in effect on or after March 1, 1990 are nontransferable.

ARTICLE I ELIGIBILITY FOR MEMBERSHIP

An individual shall be of good standing in the community and possess such other qualities 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 their 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. All guests arriving to the Club before the member, must announce that they are a guest and may then wait in the Clubhouse for the member(s) arrival. A member arriving before, after, or at the same time as their guest(s), must announce they have a guest(s) and register their guest(s) upon entering the Club. Guests must be accompanied by a member, prevailing guest fees 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 an additional fine above the prevailing guest fees of \$25.00.

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

Guests may not charge purchases or services to the members account.

A sponsoring member shall be responsible for the conduct of each of his or her guests while at the Club. If the manner, deportment 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 guests 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" or emailing a signed termination form to sdtrc@sdtrc.com and surrendering all membership cards and locker keys issued at least five (5) days before the end of 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 and 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 after March 1, 1990) will then be placed on the club's buy sell list and have their memberships transferred pursuant to Article XVI.

Members with nontransferable memberships (those memberships in effect on or before February 28, 1990) who terminate their nontransferable 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 ongoing dues will continue to accrue during suspension. Notice of suspension shall be given by mail to the member. Suspension shall not terminate 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 this 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 thirty (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):

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 any 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 by the sale of the membership.

b. If the membership is nontransferable (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 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 dispute 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 A2 (a) or A2 (b) above.

Notwithstanding anything to the contrary contained herein, the Club may not in and substantive manner alter or amend this Article to delete the due process provisions according the member and contained herein. In the case of a transferable membership, as defined in A2(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 five (5) percent per month on 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.

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 and 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, TELEPHONE NUMBER AND EMAIL ADDRESS

All members must, within thirty (30) days, notify the Club office, at the facility address, of any change of address, email 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 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 responsibility.

No pets shall be allowed on Club premises except law eligible service animals.

ARTICLE XI

MEMBERSHIP NON-PROPRIETARY

No member of the Club shall by virtue of such membership, transferable or nontransferable, 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 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.

2. NonTransferable: 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 facilities, subject to these By-Laws, Club House and Ground Rules, and amendments thereto.

2. General: Includes use of Club facilities, except the tennis facilities, subject to these By-Laws, Club House and Ground Rules and any amendments thereto.

C. There are established five (5) classifications of membership common to Tennis and General memberships:

1. Family A Membership: Extended to two adult spouses or significant others, their unmarried, dependent children under twenty-five (25) years of age, and vested in the names of both adult spouses or significant others. For each child that reaches the age of twenty-five (25), is still living at the same household, wants to continue on said membership, will be charged an additional monthly fee for each qualifying child until reaching the age of thirty (30). Upon reaching the age of thirty (30), said child will be terminated from membership or may purchase their own membership.

2. Family B Membership: Extended to one adult parent and two or more of his or her unmarried, dependent children under twenty-five (25) years of age. For each child that reaches the age of twenty-five (25), is still living at the same household, wants to continue on said membership, will be charged an additional monthly fee for each qualifying child until reaching the age of thirty (30). Upon reaching the age of thirty (30), said child will be terminated from membership or may purchase their own membership.

3. Couple Membership: Extended to two adult spouses or significant others, living in the same household, their dependent children under the age of five (5) and vested in the names of both adults. Any children belonging to the adult when reaching the age of five (5), must upgrade their membership to a Family "A" Membership status for the children to continue use the Club facilities.

Or extended to One Adult parent and One of their unmarried, dependent children under twenty-five (25) years of age, living in the same household and vested in the name of the adult parent. When the child reaches the age of twenty-five (25), is still living at the same household, wants to continue on said membership, will be charged an additional monthly fee up until reaching the age of thirty (30). Upon reaching the age of thirty (30) said child will be terminated from membership or may purchase their own membership.

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 twenty-one (21) years of age. This membership must be upgraded to a regular 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.

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 or significant other will be vested in the names of both spouses or significant others as joint tenants.

The number of memberships of each classification which will be permitted by the Club by type or classification of membership to 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 memberships with transferable memberships, the new type and classification will also be transferable. Non-transferable memberships will remain nontransferable after the upgrade of 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 higher dues paying membership, you may then not downgrade to a lesser dues paying membership for a minimum of one full year.

b. Memberships upgrading to a higher dues paying membership for a second time will be charged and additional processing payment.

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 higher dues paying membership, you may then not upgrade back to a higher dues paying membership for at least one full year. During the time you have downgraded, all guest rule polices and fees apply.

b. Memberships downgrading from a higher dues paying membership for a second time will be charged an additional processing fee.

c. For transferable memberships (in effect on or before February 28, 1990), the monthly membership dues applicable to the new membership will be charged as of the next month statement after the date of the written request to downgrade the membership and surrender of membership cards.

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

ARTICLE XIV LIABILITY FOR USE OF PROERTY

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 expenses thereof and shall indemnify and hold the Club and its agents, employees, and partners harmless from any such liability, including damage, 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.

Children ages nine (9) to thirteen (13) are not allowed at the Club unless a parent/guardian 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, 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, 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 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 judgement 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 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 the Club property. The Club sells such products on the premises.

ARTICLE XVI

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

Only 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 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 joint tenancy with or is bequeathed to the surviving spouse or significant other. Upon the death of one spouse or significant other holding a transferable Couple or Family "A" membership, the surviving spouse or significant other 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 D2 (a).

In the event of a divorce or separation of a member holding a transferable Family "A" or Couple membership, or a transferable membership which is vested in the name of one spouse or significant other, the Club must be notified by the attorneys involved with the settlement of the divorce or separation as to which adult receives the membership. A transferable membership may be transferred, without payment of transfer fee, to the receiving adult receiving the membership pursuant to the final dissolution of marriage or separation. The adult 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 D2 (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
NONTRANSFERABLE MEMBERSHIPS

Memberships in effect on or after March 1, 1990 are nontransferable.

Upon the death of an individual holding a nontransferable individual membership or individual junior 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 or significant other holding a nontransferable Couple or Family "A" membership, the surviving spouse or significant other 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 D2 (b).

Upon the death of both spouses or significant others holding a nontransferable membership, 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 or separation of a member holding a nontransferable Family "A" or Couple membership, or a nontransferable membership which is vested in the name of one spouse or significant other, the Club must be notified by the attorneys involved with the settlement to the divorce or separation as to which adult receives the membership. The adult receiving the nontransferable 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 D2 (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 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 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 San Diego Tennis & 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 | 90 minutes |
| | Doubles | 90 minutes |
| | Individual | 30 minutes |

All court assignments will be made through the Control Desk or online 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 will be up to the sole discretion of 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 reassigned 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).

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

Please hang up roll dryers after using them.

Proper tennis attire is required at all times. Non-marking court shoes are required, tops must be worn and no tank tops allowed.

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

The same group of players may only have one court assigned at a time. The same group of players must be finished with their current 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 or approved events will have priority over general court usage.

Do not intentionally hit racquets or tennis balls against windscreens.

Food, alcohol, or glass containers are not permitted on courts.

Music is not allowed on courts. (Exceptions are made for specific events ex; Tennis Camps)

Please remove towels, cups, and trash so court is clean for the next group.

RESERVED COURTS

Reservations may be made two days in advance starting at 8:00am daily.

Only members may make reservations. The member making the reservation name is recorded first as the “Host” and the names of all other players must be given.

It is the responsibility of the “Host” making the reservation to ensure the court is used as scheduled.

All players must be present and check in at Control Desk before going out to a court. Failure to check in at Control Desk can be considered a NO SHOW; court can be reassigned.

A reservation default occurs if 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 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. No player on a reserved court may have his/her 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 arrive to the Club at 9:00am and all the courts are booked until 11:00am, you will be assigned an 11:00am court.

EXAMPLE #2: If you arrive to the Club at 9:00am and all courts are booked until 10:00am, but you want an 11:00am court, you will be assigned the 10:00am court because it is the next available court.

Pickleball

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 | 90 minutes |
| | Doubles | 90 minutes |
| | Individual | 30 minutes |

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

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 reassigned 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).

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

Please hang up roll dryers after using them.

Proper attire is required at all times. Non-marking court shoes are required, tops must be worn and no tank tops allowed.

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

The same group of players may only have one court assigned at a time. The same group of players must be finished with their current 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 or approved events will have priority over general court usage.

Do not intentionally hit racquets or balls against windscreens.

Food, alcohol, or glass containers are not permitted on courts.

Music is not allowed on courts.

Please remove towels, cups, and trash so court is clean for the next group.

RESERVED COURTS

Reservations may be made two days in advance starting at 8:00am daily.

Only members may make reservations. The member making the reservation name is recorded first as the “Host” and the names of all other players must be given.

It is the responsibility of the “Host” making the reservation to ensure the court is used as scheduled.

All players must be present and check in at Control Desk before going out to a court. Failure to check in at Control Desk can be considered a NO SHOW; court can be reassigned.

A reservation default occurs if 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 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. No

player on a reserved court may have his/her name on the walk-on court waiting list.

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

HANDBALL/RACQUETBALL/SQUASH

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 |
| | DOUBLES | 1 hour |

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

Food or alcohol is not permitted in the Handball/Racquetball building.

Proper attire is required at all times. Non-marking court shoes are required, tops must be worn.

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.

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

No lacrosse sticks or balls allowed on courts.

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 or approved events will have priority over general court usage.

Do not intentionally throw or hit racquets against walls.

Racquet guards must be used on all metal racquets.

Wrist cords must be used on racquets.

Black court balls are not permitted due to the wall marking.

RESERVED COURTS

All courts are set aside for reservations.

Reservations may be made two days in advance during Club hours.

Courts that are not reserved in advance can be assigned on a first come basis.

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

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

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).

A reservation default occurs if players are more than 10 minutes late. If a reserved court becomes a defaulted 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 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. No player on a reserved court may have his/her name on the default court waiting list.

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

Squash play has priority on Court E 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 from playing, please sit on a dry towel from the Control Desk.

GUESTS

It is the member's responsibility to register their guest(s) at the Control Desk upon entering the Club.

If the guest arrives before the member, it is the guest(s) responsibility to announce to the Control Desk upon entering the Club that they are a guest and of whom before being allowed into the clubhouse where they must wait for the member.

Failure of member to register guest(s) upon entering the Club will be fined an additional \$25 on top of being charged current guest fees for each non-registered guest.

Repeated failure of member to register guest(s) upon entering the Club can lead to suspension or termination of guest privileges as well as said non-registered guests losing the privilege of being allowed at Club.

Repeated failure of a guest not announcing to the control Desk upon entering the Club that they are a guest and of whom can lead to that guest losing the privilege of being allowed at the Club.

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

Any member bringing in more than two guests in one day must get prior approval from management.

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

Juniors ages 5 – 17 years of age will be charged prevailing Junior guest fee. Adults 18 years of age and up will be charged prevailing Adult guest fee.

Guest fees will be charged for Guests physically using the Club facilities which also includes laying out by the pool or playing bridge.

General members wanting to play tennis are considered guests and must pay the guest fee for each time playing. General members may play tennis up to eight times in a calendar year paying a guest fee each time

COURTSIDE GRILL

No outside food or beverage is allowed to be brought on Club premises unless advanced approval

from Club management.

Bussing your table and cleaning your surrounding area is expected and appreciated.

When raining, poor weather or any other unforeseen reason, grill is subject to closing early.

BAR

All open tabs not closed out by member at evenings end will automatically be assessed an 18% gratuity.

Minors are not allowed in the designated Bar area.

Drinks being taken to pool or spa area must be in a plastic cup.

No outside alcohol may be brought onto the Club premises.

LOCKER ROOM

Straighten up and pick up your surrounding area before leaving locker room.

Return towels to towel bins.

Do not leave used razors in the shower area. Please put in trash containers.

Wipe up excess water around sink before leaving.

Be polite and courteous to others. Do not take up more room than necessary.

Tennis or workout bags not placed in lockers should be placed on top of lockers, not in aisles.

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

Children who have reached the age of four (4) years of age are not allowed in the opposite gender's locker room with or without their parent. Poolside bathrooms are available.

STEAM ROOM - MENS

Rinse Off before entering.

Use a Towel to sit on.

No Shaving, No Shampooing, No Bathing allowed.

Please be polite and courteous to others. People use the steam room for many reasons such as having positive effects on skin, muscles, joints while helping to relieve stress.

Juniors under the age of fourteen (14) must be accompanied by an adult.

SAUNA - LADIES

Rinse Off before entering.

Use a Towel to sit on.

Juniors under the age of fourteen (14) must be accompanied by an adult.

FITNESS ROOMS

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

1. Before Exercise

- A. Proper workout 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.

2. During Exercise

- A. Exercise equipment is to be used for limited periods of time. When busy, allow others to work-in while doing sets on weight machines.
- 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 they have been on

the machine prior.

3. 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 other items used from surrounding area.

4. Children

- A. Children under sixteen (16) years of age are not allowed in the fitness rooms unless they have passed the club certification program or they are being directly supervised by a parent.
- B. The fitness rooms are not a substitute for babysitting.
- C. Children may not wait in fitness rooms while Parent's workout.

JOGGING/WALKING TRACK

Shoes are required.

Joggers/Walkers must stay on right side, at all times, to allow faster jogger/walkers to pass on the left.

Starting point is located at the north end past the pool area by the pace clock.

Jogger/Walkers must run counterclockwise.

Track is ½ mile in length.

BASKETBALL/VOLLEYBALL/BOCCE BALL COURTS

Proper use of equipment is presumed at all times.

No alcohol is allowed in these areas.

SWIMMING POOL

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

Swimming is at your own risk. There is no required lifeguard on duty.

Shower prior to entering pool.

Lanes designated for adult lap swim or swim instruction must be kept free by social swimmers.

Parents are responsible for children's safety in and around pool at all times.

Children under fourteen (14) must be supervised by Parent or Guardian. State Law.

Children that are not water safe are to be supervised by Parent or Guardian at all times.

Appropriate swimwear is required at all times.

Children that are not potty trained are required to wear tight fitting swim diapers and bathing suit while in and around pool area.

No glassware around pool area. Beverages must be in plastic cups or cans.

Please remove all personal belongings and clean up your area before leaving the pool area.

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

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

SPA/JACUZZI RULES

1. Children under the age of eighteen (18) are not permitted in adult spa.
2. All ages allowed in family spa but children under the age of fourteen (14) must be supervised and accompanied by an adult.
3. Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult a physician before entering a spa/jacuzzi.

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

JUNIOR POLICES

Membership is a privilege. If at any time it is determined by the Club 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.

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 San Diego Tennis & Racquet Club if objected by the parent. This includes: transporting, babysitting, sleepovers, 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 General Manager immediately if you should observe any violation of these policies in the operation of our programs.

USE OF CLUB WITHOUT PARENTAL SUPERVISION

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.

Children ages nine – thirteen (9 – 13), are not allowed at the Club unless a parent remains on the 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.

Children fourteen (14) years of age and older are allowed to be at the club without parental supervision. Parents are still completely responsible for their child's safety and actions.

POOL

Lifeguards, if and 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 swim diapers and bathing suit while in and around pool area.

Children under fourteen (14) years of age must always be directly supervised by a parent/guardian or appointed adult, even when a lifeguard is on duty. This is a state law.

Additional pool rules are posted poolside.

SPA/JACUZZI

Children under the age of fourteen (14), by law, must be accompanied by an adult while in the family spa.

Children under the age of fourteen (14) are not allowed in the adult spa.

SAUNA/STEAM ROOM

Children under fourteen (14) must be accompanied by an adult.

FITNESS ROOMS

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

Children twelve – fifteen (12-15) years of age must pass the weight room certification requirements with Club's fitness staff 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 and parent. This will be up to the discretion of the fitness staff.

Children sixteen (16) years old and above may use fitness facility without certification or adult supervision.

BALL MACHINE

Children twelve (12) years of age and under must have adult supervision.

LOCKER ROOMS

Children four (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 a minimal amount of time necessary.

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

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

Children of any age are not allowed to loiter in the back hallway/indoor court area or take any food or beverage into this area.

Children must wear proper attire and proper court shoes when on courts. No bare feet, socks, flip flops, or sandals.

No lacrosse sticks or lacrosse balls allowed on courts.

BAR

Minors are not allowed in management designated Bar area when bar is opening.

GENERAL

Cleats or wheel shoes are not allowed to be worn on the premises.

Skateboards and Scooters must be checked into the control desk and are not be rode on Club premises.

Bikes must be left outside and not brought into the Club area.

No hoverboards or drones allowed on Club premises.