

2016

[member policies & procedure]



Club Policies & Procedures
Hess Tower Fitness Club
Effective January 2016

Please Note that the following Policies and Procedures are subject to change with the best interest of the member and club in mind.



NOTE: The following General Terms & Conditions are found on the back of the membership agreement. Members are to sign at the bottom of the membership agreement to acknowledge that they have read and understand the general terms and conditions of their membership.

HESS TOWER FITNESS CLUB GENERAL TERMS AND AGREEMENT

MEMBERSHIP

Your membership permits you to use Hess Tower Fitness Club (the "Club") premises, facilities, equipment and services made available from time to time here on certain premises leased by Travis Place Health Club, LP ("Owner") and located (or to be located) 1515 McKinney, 2nd Floor, Houston, Texas 77010 (the "Club Facilities"), but shall have no ownership interest in such facilities, properties, or assets and limited by the type of membership as shown on the Agreement. This Agreement has no term end date and only requires a 30-day notice of cancellation. Your membership is non-transferable and it does not give you any rights in the management, property or operation of this Club. The minimum age for membership is 18 years old. The Club shall have full power and authority to establish various categories of membership which may vary relative to initiation fees and dues, terms of admission, hours of operation, privileges, facilities, and such other matters as may be deemed appropriate by the Club from time to time. Categories of membership, initiation fees, other applicable fees, dues, charges, terms of admission, membership status, hours of operation, privileges, and facilities (for each category of membership) may be changed by the Club from time to time.

PHYSICAL CONDITION

THE MEMBER REPRESENTS THAT HE/SHE IS IN GOOD PHYSICAL CONDITION AND HAS NO MEDICAL REASON, IMPAIRMENT OR DISABILITY THAT MIGHT PREVENT HIM/HER FROM USING ALL CLUB FACILITIES. THE MEMBER ACKNOWLEDGES THAT THE CLUB DID NOT GIVE HIM/HER ANY MEDICAL ADVICE BEFORE JOINING WHICH MIGHT RELATE TO A MEMBER'S PHYSICAL CONDITION OR THE ABILITY TO USE THE CLUB FACILITIES. IF THE MEMBER HAS ANY HEALTH OR MEDICAL CONCERNS NOW OR AFTER JOINING, HE/SHE SHOULD DISCUSS THEM WITH A PHYSICIAN BEFORE USING THE CLUB FACILITIES. PRIOR TO ENGAGING IN VIGOROUS EXERCISE AT THE CLUB, MEMBER IS ENCOURAGED TO OBTAIN A PHYSICIAN'S APPROVAL TO EXERCISE OR UNDERGO A CARDIOVASCULAR STRESS TEST.

FINANCIAL

The processing fee, administration fees, prepaid dues, prepaid membership payments and any other fees are not refundable. All sums due under the terms of this Agreement shall be paid by automatic debit, electronic funds transfer or automatic credit card charge as provided in the Pre-Authorized Payment Information section of this Agreement. The Club can sell memberships at different rates and terms than your membership. The Member must pay his/her dues even if he/she does not use the Club Facilities.

DUES/FEES INCREASE

Unless the Member has a prepaid membership, the Club may increase the dues and fees at any time unless otherwise noted on contract. The Club will send a Member written notice of the increase in the month before the increase takes effect.

CHARGES AND USE TAX

The Club has the right to add to your dues and fees any tax that the government may impose for the use of Club Facilities. If the Member or guest incurs any charges for goods or use of Club Facilities, the Member agrees to pay for them according to the Club rates and practices then in effect.

CANCELLATION AND TERMINATION

Member may terminate the membership by (1) submitting a minimum 30 days written and signed request, via the Hess Tower Fitness Club Cancellation Form, in person or by certified or registered mail (phone cancellation will not be accepted); (2) paying all financial obligations to date; and (3) returning the member access tag(s). Paid in Full is Non-Refundable. Upon termination, all identification cards and/or access tags or cards must be returned, including any parking access card issued to or held by the Member. The Club may, at its option, terminate the Membership if (a) the monthly payments are interrupted or discontinued for any reason, (b) the Member fails to follow any of the Club policies and rules or violates any part of this Agreement, (c) if the Member's conduct is improper or harmful to the best interest of the Club or any other members and (d) for any other reason not stated in this Agreement nor prohibited by law. Termination is effective on the date the Club mails a written notice to the Member's last known address. The Member is liable for all financial obligations to that date. Member may not be allowed to use the Club Facilities after such cancellation. Upon cancellation, the Member's right to use the Club Facilities ends and the Club can deny the Member access to the facilities at any time. If the Member owes the Club any money when the membership ends, the Member debt will be deducted from the refund. The Member must pay any balance due the Club.

INACTIVE STATUS

Member may Inactivate the membership by (1) submitting a minimum 30 days written and signed request, via the Hess Tower Fitness Club Inactive Form, in person or by certified or registered mail (request by phone will not be accepted); (2) paying all financial obligations to date; and (3) returning the member access tag(s). Paid in Full is Non-Refundable. A Membership may be put on "inactive status" for a minimum of 3 months and a maximum of 12 months by completing and submitting the Membership Inactive Status Form. During the "inactive status" period the Member may not use any Club Facilities. At the end of the "inactive status" period, bank debits, credit card charges or electronic funds transfers automatically resume without further notice and Member shall pay the then-applicable re-instatement fee



charged by the Club. The membership can be on inactive status for up to ONE year. Reactivation of the membership anytime within that year will require a reactivation fee. Memberships inactive for longer than one year will be terminated and will require purchasing a new membership.

DEATH OR DISABILITY

If a Member is unable to use the facility as provided herein due to disability or if said Member dies, he/she and his/her estate shall be relieved from the obligation of making payment for service other than those received prior to death or onset of aforementioned disability. If any sum has been prepaid for services not rendered it shall be promptly refunded to him/her or his/her representative. The Club requires a certified physician's letter explaining the disability or proof of death.

TRANSFER/RECIPROCAL/TRAVEL

Memberships in the Club are not to be viewed as or treated like alienable personal property. Rather, the relationship is one of the contract between Owner and the Member. Neither Member nor unauthorized agent will sell, assign or transfer this Agreement, or his/her membership to the Club, or any other right or privilege herein or therein contained.

LIABILITY FOR PROPERTY

The Club is not liable to you or your guests for articles, including automobiles or their contents, that are damaged, lost or stolen while in or about the Club premises. If you or your guest cause any damage to the Club Facilities, you are liable to the Club for the cost of repair or replacement.

GENERAL RULES

Member agrees to abide by all rules and regulations of the Club as it appears in this Agreement now in effect and as may be amended from time to time. All signs posted in the Club Facilities shall be considered a part of the rules and regulations.

1. All members and guests must check-in at the Club front desk upon arrival for every visit.
2. Appropriate workout attire is required. Cut -offs, denim, street shoes, open toed shoes, sandals, clothing with obscene language, etc. are prohibited. Club management reserves the right to refuse access to members or guests in violation of the dress code guidelines.
3. No smoking, alcohol, firearms or illegal drugs are permitted on the premises.
4. The use of mobile phones is restricted to the reception area only. Private telephone conversations are not permitted in the workout areas. Cellular phones with camera capabilities may not be used in the locker room areas at any time.
5. Members or guests may only be paged in the event of a true emergency.
6. Members and guests are expected to help keep all Club Facilities neat and tidy out of consideration for other members. This includes replacing all free weights to their respective racks; placing all litter in conveniently located waste receptacles; placing dirty towels in the towel bins; wiping perspiration off equipment after each use; re-organizing and folding newspapers when finished reading; wiping off bathroom counters after each use; etc.
7. Members are asked not to monopolize the time of Club employees on duty out of consideration for your fellow members.
8. Juniors must be 13 years of age or older to have access to Club Facilities. Anyone under the age of 18 must be accompanied by a parent or legal guardian.
9. Members and guests will be limited to 30 minutes on a particular piece of cardiovascular exercise equipment when others are waiting.
10. In case of emergency, contact front desk or a staff member.
11. "Lost and Found" items will be logged by date, time found, location, description and name of the individual turning the item in. Such items may be claimed by checking at the front desk (in person) and providing a specific description of the respective item (s). All "Lost and Found" items will be disposed of after 7 days.
12. The Club prohibits the display of any form of promotion or advertising in the Club without the express written consent of Club management in advance.
13. Members and guests are expected to conduct themselves in a friendly and civil manner while using Club Facilities. Failure to treat others in a dignified and respectful manner may result in corrective action, up to and including termination of membership.

COMPLAINTS AND DISPUTES

Complaints by members about any aspect of Club operations or about membership privileges, transfers, or successions shall be made in writing to the General Manager of the Club or any other person designated by the Club. All complaints shall be reviewed by the Club.

MANAGEMENT AND OPERATIONS

The operation and management of the Club and Club Facilities shall be vested in every respect in the Club, acting through its officers, directors, staff, outside management company, in-house managers and other persons and entities designated, from time to time, by the Club. The Club is authorized and empowered, and shall have the sole right, in its discretion, to make changes in the schedule of charges, rules and regulations, membership categories, membership rights and privileges, guest policies, waiting list procedures, benefits, hours of operation, member usage, operations, management, services, personnel and all other aspects of or relating to the Club, including the Club Facilities and all related equipment. As stated above, there are no guarantees that any particular Club Facility or service of the Club will always be made available. Specifically, but without limitation, members are advised that all parking is on space available basis. During periods of renovation in particular, parking availability may be limited and/or changed from time to time.



NONPAYMENT OF DUES AND CHARGES

All dues and charges billed to members shall be due and payable promptly upon receipt. Member accounts unpaid 25 days after the billing date shall be considered past due and delinquent, and late charges equal to 1.5% of the past due amount shall be assessed to the member's next statement. In addition, in the event a member's account remains unpaid 25 days after the billing date, the Club shall have the right at any time thereafter to charge the member's major credit card given for guarantee of payment. If any member's account shall remain unpaid for a period of 60 days from the date of first billing, and the amount due cannot be charged to the member's major credit card given for guarantee of payment, such member shall be suspended from all membership privileges.

ENFORCEMENT BY THE CLUB

The Club shall have the right to enforce the provisions of this Agreement and the rules and regulations of the Club by taking appropriate legal action, including seeking (i) to recover damages, (ii) injunctive relief and (iii) other legal and equitable relief.

NO EQUITY RIGHTS OR VESTED INTEREST

Membership is non-equity, non-participatory and non-assessable. Membership does not imply any right or privilege to participate in or to administer business policies of the operation or maintenance of the Club Facilities and does not create any ownership, proprietary, prescriptive, or easement rights or interests of any nature in land, the Club Facilities, or any of the Owner's assets. A member acquires only a revocable license to access and use the Club Facilities, in accordance with the terms and conditions of this Agreement and the rules and regulations, as may be amended from time to time in the sole discretion of the Club. The Club reserves the right, without the consent of any or all members, to reserve memberships for persons determined solely by the Club, to discontinue operation of any or all of the Club Facilities, to sell or otherwise dispose of the Club Facilities, in whole or in part, in any manner whatsoever and to any person whomsoever, to issue, terminate or recall any membership, any category or classification of membership or all memberships, to restructure memberships to any other structure, and to make any other changes in the terms and conditions of membership or the Club Facilities available for use by members. The Club may, in its discretion, engage others to operate and manage all or any part of the Club Facilities.

ENTIRE AGREEMENT CLAUSE

The Member acknowledges that neither the Club nor anyone else has made any representations or promises upon which he/she relied that are not stated in this Agreement. This document contains the entire agreement between the Member and the Club and replaces any oral or other written agreement. If a court of law declares any part of this Agreement invalid, it will not invalidate the remaining parts, which continue to be unaffected. If the Club does not enforce any right in this Agreement for any reason, the Club does not waive its right to enforce it later.

WAIVER OF LIABILITY

ANY MEMBER, FAMILY 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, LEASED OR OPERATED BY THE CLUB, OR WHO ENGAGES IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE CLUB, EITHER ON OR OFF THE CLUB FACILITIES, DOES SO AT HIS OR HER OWN RISK. THE MEMBER, HIS OR HER FAMILY MEMBER AND GUEST AGREES TO INDEMNIFY AND HOLD HARMLESS THE CLUB AND ITS PARTNERS AND THEIR RESPECTIVE OFFICERS, EMPLOYERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SHAREHOLDERS, DIRECTORS, HEIRS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSS, COST, CLAIM, INJURY, DAMAGE, OR LIABILITY SUSTAINED OR INCURRED BY HIM OR HER, RESULTING FROM ANY OF THE ACTIVITIES DESCRIBED ABOVE AND/OR FROM ANY ACT OF OMISSION, WHETHER DUE TO NEGLIGENCE OR OTHERWISE, OF THE CLUB OR ITS PARTNERS AND THEIR RESPECTIVE OFFICERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS OR OTHER DESIGNEES.

DISPUTE RESOLUTION

The Member agrees that all disputes and controversies that may arise between the Member and the Club, including but not limited to any dispute or controversy regarding, arising out of, or related to Club operations, management, or facilities, or to membership rights or privileges, shall be determined in Harris County, Texas by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, and shall be governed by the laws of the State of Texas. Notice of demand shall be filed in writing with the other party to this Membership Contract and with the American Arbitration Association. A demand for arbitration shall be made within two (2) years after the dispute has arisen, but in no event shall a demand for arbitration be made after the expiration of the statute of limitations applicable to the dispute in question. The ruling of the arbitrator(s) shall be final, and judgment upon this award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. This agreement to arbitrate is specifically enforceable.

By signing below, Member acknowledges receipt of a copy of this membership agreement.

Member Signature

Date



The following contains more specific policies and procedures as it relates to member and guest usage in the various areas of the facility.

INTRODUCTION

Hess Tower Fitness Club ("Hess Tower Fitness Club" "our" "the Club" or "we"), have created policies, procedures, rules and regulations ("policies") designed to provide for the safe, enjoyable and healthy use of our club and events by you - our members and guests.

These policies apply to your conduct within Hess Tower Fitness Club's premises. They also apply to your conduct during its programs, training, events or other Hess Tower Fitness Club-sponsored activities either on or off the premises ("events").

Violation of any of these policies may result in your membership to be suspended or terminated. We reserve the right to have the final decision on all questions regarding these policies.

We reserve the right to change these policies at any time with or without notice. You may find the most recent version of these policies at www.HealthClubatTravisPlace.com. As a member or guest of Hess Tower Fitness Club, you are responsible to review and comply with these policies at all times.

GENERAL POLICIES

- **Proper Conduct.** We strive to uphold a safe, fun environment. As such, we expect proper, respectful conduct on the premises at all times. We do not permit disrespectful conduct toward members, guests, employees or vendors, including but not limited to vulgar, profane, indecent, offensive, violent, hostile, aggressive, threatening, harassing, stalking, fraudulent, or other inappropriate conduct or language.
- **Weapons.** You may not bring or use weapons of any kind on the premises for any reason.
- **Proper Attire.** You must wear proper attire at all times, including athletic shirts and shorts. Athletic shoes are to be worn within the facility, unless noted in a specific area or specific program.
- **Membership Cards.** As a member, you may not enter the club without your membership card, which you must present to the front desk to be swiped upon entry. If you lose your membership card, you may have to pay a fee to replace it. Your membership card should be returned on your last day of access when cancelling your membership.
- **Personal Belongings.** You must store all workout bags and personal belongings in a locker. Be sure that your locker is locked before leaving the locker room area. You may use the lockers only while you are using the club facilities; you may not leave any personal belongings in a locker overnight. Do not bring or store any valuables on the premises, including watches, jewelry or large amounts of cash. Do not leave valuables or other belongings outside of your locker. We are not liable or responsible for any lost, stolen or damaged personal property, whether from lockers, vehicles or other locations on the premises. Please inquire in person at the Member Services desk for lost articles that may have been found.
- **Injuries.** If you are injured while on the premises, please seek immediate assistance from a Hess Tower Fitness Club team member. A team member can complete an incident report and provide or arrange for appropriate medical assistance.
- **Physical Examination.** We strongly encourage that you have a complete physical examination prior to beginning any new exercise or nutrition program.
- **Training Services.** Our personal training services include instruction, coaching, advice, lessons or demonstration concerning physical exercise, physical fitness, exercise strategies, nutrition, wellness, fitness products, fitness equipment and other fitness-related activities by personal trainers, nutrition coaches, or other instructors ("personal training"). Personal training services are available to members, typically for a fee per session, upon completion of a Fitness Program Agreement.
- **No Personal Training by Members or Guests.** You may not solicit or conduct on the premises any personal training as defined above in Training Services, with or without compensation. Hess Tower Fitness Club retains sole discretion to determine whether a member or guest is engaged in personal training.
- **Leagues.** You may not organize your own informal or formal sports leagues, tournaments, or programs, including but not limited to basketball or racquetball. We employ our own team members to facilitate league play at the club. Hess



Tower Fitness Club retains sole discretion to determine whether a member or guest is engaged in organizing or participating in non-Hess Tower Fitness Club league play.

- **Solicitation.** Unless expressly authorized by Hess Tower Fitness Club, you may not solicit-whether in person or in writing-any members, guests or team members on the premises or during off-premises events, including but not limited to solicitations for political or religious purposes, media interviews, business opportunities, or competitive products or services.
- **Cell Phones.** You may not use cellular phones in any locker rooms or while using any health or fitness equipment. Please use common courtesy when using cell phones in other areas of the club.
- **Photography.** You may not take photographs or video on the premises without the advance approval of the Hess Tower Fitness Club management.
- **Food.** You may not bring your own food onto the fitness floor or sport areas. You may bring clear non-alcoholic liquids in closeable, unbreakable bottles.
- **Alcohol.** You may not consume alcohol on the premises unless it is provided by Hess Tower Fitness Club club, and only then in designated areas. You may not use our equipment, services or programs while under the influence of alcohol.
- **Drugs.** You may not use, possess or sell any illegal drug on the premises, including but not limited to anabolic steroids or other illegal growth-enhancing substance. You may not use our equipment, services or programs while under the influence of illegal drugs. You should not use, or should stop using, any equipment, service or program if your prescription medication adversely impacts or influences your ability to safely use it.
- **Club Closure or Access Restrictions.** We reserve the right to close or restrict access, without advance notice, to any area of or the entire club or premises for any reason, including but not limited to closures or restrictions related to construction, remodeling, repair, or maintenance (whether planned or unplanned), wellness fairs, or for health or safety reasons, including but not limited to weather, natural disasters, power outages, and medical issues. Your obligation to pay membership dues is not dependent upon usage, availability or access to the club.
- **Illness.** You may not enter the premises if you have a contagious illness that may be transferred through ordinary use of our equipment, services or programs. You must cover exposed lesions or rashes.
- **Animals.** You may not bring any animal on the premises unless it is a service animal performing its duties in the care of a person who requires its assistance or is an on-duty law enforcement animal ("exempt animals"). All exempt animals must be licensed, vaccinated and have identification tags (where applicable); must remain leashed or caged and under a non-Hess Tower Fitness Club responsible person's control at all times; and must be removed immediately if it causes a disturbance, interrupts the work of others or poses a health or safety risk to those who are exposed to it. The animal's owner must promptly remove animal waste and is liable for any damage caused by the animal.
- **Damage to Club.** You may not damage the club in any way, including but not limited any damage to, or theft of, exercise equipment, towels, supplies or other club property. If you, or a guest, damages the club, you may be liable to pay for it.
- **Non-members.** Hess Tower Fitness Club programs, services, amenities, benefits, programs, classes, events, are for members only or guests of members as permitted by our Guest Policy.

MEMBERSHIP POLICIES

Hess Tower Fitness Club offers various monthly memberships, including memberships that afford club access. Our membership levels, prices, dues, fees, amenities, benefits, programs, classes, events are subject to change or terminate at any time. Hess Tower Fitness Club retains complete control over all matters affecting or relating to its members or memberships, including but not limited to any documentation or information that may be required of members or guests such as proof of joint financial obligations, cohabitation, age, or residency.

- **Dues Payments.** Monthly membership dues, and other payments (such as payments for services or pro shop purchases) within the first five days of each month (typically on the first business day of each month) by electronic fund transfer from the designated bank account or credit or debit card on file for your membership ("EFT Account"). If the club is unable to successfully draft payments from your EFT Account within the first five days of each month, the club will continue to attempt collection thereafter. The club is not responsible for overdraft fees nor does the club issue regular monthly invoices. To establish your membership, you must provide an EFT Account. In special circumstances, however, you may avoid a forthcoming monthly dues electronic funds transfer by providing an alternate method of payment to the club at least three business days prior to the last day of the month. To change your designated dues-



paying account, please see the Front Desk. Dues are subject to change by Hess Tower Fitness Club at any time. In the event of a change in dues, Hess Tower Fitness Club may provide any notice required by law by regular mail or by email to the address(es) associated with the membership.

- **Membership Changes and Information.** Subject to applicable restrictions, you may make changes to or obtain information about your membership after you have joined Hess Tower Fitness Club, such as changing your EFT, adding or removing family members, or upgrading or downgrading membership levels if applicable. You must make membership changes or request membership information in person at the club, not by phone, email, fax or online. The club may charge a \$15.00 service fee to make changes to your membership. We may collect service fees on or about the date you make the membership change, or within the first five days of each month (typically the first business day of the month) by EFT from the designated bank account or credit or debit card on file for your membership. Fees are subject to change by Hess Tower Fitness Club at any time. To make a change to or obtain information about your membership, please visit the Front Desk. Generally, members may make changes or obtain information about a membership as follows:
 - **Primary members.** The designated primary member is typically the EFT Account holder. The primary member may cancel the entire membership, add or remove any members on the membership, change the EFT Account, change or add or subtract authorized members on their own account, correct erroneous membership information, obtain his or her own membership information (club usage, payment or EFT history), and make payments on the membership.

Members may not obtain membership information upon request other than as provided above. Specifically, without valid legal process, members or guests may not obtain other private, confidential, privileged and/or proprietary internal business information, including but not limited to incident reports, video surveillance footage, or membership-related photographs. Please direct any subpoena or other legal process requesting such information to the Hess Tower Fitness Club management department. We reserve the right to disclose such information in our sole discretion to aid the law enforcement process or as otherwise required or permitted by law.

- **Membership Inactivation or Termination.** We permit you to inactivate or terminate your membership under any circumstances upon 30 day advance written notice.

INACTIVE STATUS

- ***Member may Inactivate the membership by (1) submitting a minimum 30 days written and signed request, via the Hess Tower Fitness Club Inactive Form, in person or by certified or registered mail (request by phone will not be accepted); (2) paying all financial obligations to date; and (3) returning the member access tag(s). Paid in Full is Non-Refundable.*** A Membership may be put on "inactive status" for a minimum of 3 months and a maximum of 12 months by completing and submitting the Membership Inactive Status Form. During the "inactive status" period the Member may not use any Club Facilities. At the end of the "inactive status" period, bank debits, credit card charges or electronic funds transfers automatically resume without further notice and Member shall pay the then-applicable re-instatement fee charged by the club along with the current membership dues. The membership can be on inactive status for up to ONE year. Reactivation of the membership anytime within that year will require a reactivation fee. Memberships inactive for longer than one year will be terminated and will require purchasing a new membership.

CANCELLATION AND TERMINATION

- ***Member may terminate the membership by (1) submitting a minimum 30 days written and signed request, via the Hess Tower Fitness Club Cancellation Form, in person or by certified or registered mail (phone cancellation will not be accepted); (2) paying all financial obligations to date; and (3) returning the member access tag(s). Paid in Full is Non-Refundable. Upon termination, all identification cards and/or access tags or cards must be returned, including any parking access card issued to or held by the Member.*** The Club may, at its option, terminate the Membership if (a) the monthly payments are interrupted or discontinued for any reason, (b) the Member fails to follow any of the Club policies and rules or violates any part of this Agreement, (c) if the Member's conduct is improper or harmful to the best interest of the Club or any other members and (d)



for any other reason not stated in this Agreement nor prohibited by law. Termination is effective on the date the Club mails a written notice to the Member's last known address. The Member is liable for all financial obligations to that date. Member may not be allowed to use the Club Facilities after such cancellation. Upon cancellation, the Member's right to use the Club Facilities ends and the Club can deny the Member access to the facilities at any time. If the Member owes the Club any money when the membership ends, the Member debt will be deducted from the refund. The Member must pay any balance due the Club.

- **Membership Suspension or Termination by Hess Tower Fitness Club.** We reserve the right to suspend or terminate your membership, or any member on your membership, at any time for a failure to comply with these or any of our other rules, regulations, procedures or policies (which may be amended as necessary), or for conduct we determine to be improper or contrary to our best interests.

REFUNDS, RETURNS AND EXCHANGES

- **Merchandise.** Merchandise purchased from the pro shop in like new condition with original packaging and tags may be exchanged or returned for a full refund up to 30 days from the original date of purchase. Proof of purchase is required, such as a receipt or documentation from your membership account.
- **Membership.** Since the membership is month to month, there are no refunds to your membership unless there is a billing error on our part to your account. A primary or partner member may terminate the membership (or any member may remove or terminate himself or herself from a membership) for any reason upon **a 30-day advance written notice** to Hess Tower Fitness Club as provided in our membership contract with you. To provide written notice of termination, you must complete a termination request form in person at the club or send a letter request via certified mail (return receipt requested) to the club. We do not accept termination requests by phone, email, fax or online.
- **Fitness Programs, Group Activities, and Individual Activities.** We will not refund any amount for a scheduled session that you fail to attend or fail to reschedule or postpone (by contacting your designated trainer, instructor or coach) at least 24 hours in advance. We will provide a refund or credit for programs or classes that we cancel if we cannot find a suitable alternative for the registrant.
- **Refund Methods.** Unless otherwise required by law, we will issue refunds only to the person who has paid for the service, product or membership as follows:

Credit Card. Payments made via credit card will be refunded to the same credit card account used at the time of purchase.

Cash or Check. Payments made via cash, check or bank withdrawal may be refunded by means of a Hess Tower Fitness Club gift card, membership dues credit, or check. Refunds for payments by check will be processed within 30 days, unless the payor provides a copy of the cleared bank draft or check from his or her financial institution in which case the refund may be made more quickly.

EFT from Bank Account. Payments made via electronic fund transfer from a bank account may be refunded by means of a Hess Tower Fitness Club gift card, membership dues adjustment credit, or credit to the payer's original bank account. Refunds will be processed within 30 days.

Gift Card. Payments made via gift card will be refunded via a Hess Tower Fitness Club gift card.



GUESTS

We invite guests to use our clubs, whether with a member or as walk-in visitors to the club. We may restrict overall or individual guest privileges or guest use of the club at any time in our sole discretion, including limiting guest use to non-peak, restricting guest use of certain amenities, or to limiting participation to certain scheduled or special programs. Before each visit, all adult guests must complete and sign a Guest Register and present a valid driver's license or government-issued identification card which we use to verify guest information, track guest usage, and market or solicit as permitted by you and/or the law. Guests must meet with a staff member of Hess Tower Fitness Club and tour the club.

- **Guests of Members.** Members may bring guests to Hess Tower Fitness Club clubs ("guest privileges"). The number of guest privileges for members may vary by membership. A single guest privilege may be used by an individual, couple or immediate family at the same residence ("guest"), but no more than two guests are permitted on a single visit. A member may extend a guest privilege to the same guest no more than once every 60 days; guest fees apply to any additional visits by that guest within the 60-day period. Unused guest privileges expire at the end of each month or year; they may not be accrued or otherwise carried forward to subsequent periods.
- **Youth Guests (Ages 13 to 17).** Except in the case of paid participation in a Hess Tower Fitness Club-supervised program, all youth guests must be accompanied at all times on the premises by either a parent or legal guardian or an adult sponsoring member who is at least 18 years of age.
- **Guests without a Member.** A guest unaccompanied by a member may enjoy one complimentary general-access visit to Hess Tower Fitness Club club each year upon presentation of a valid Hess Tower Fitness Club guest pass or special invitation (e.g., web pass, VIP pass, or a membership advisor appointment, email or letter). Guest fees apply to any subsequent visit.
 - **Guests (without a Member) Using a Hess Tower Fitness Club Service or Program.** Unless otherwise permitted by Hess Tower Fitness Club, an unaccompanied guest who uses a Hess Tower Fitness Club service or program open to non-members, may not use the club, or any areas of the club, in any way or for any other purpose beyond the particular service or program purchased by the guest. A Guest Register and/or other agreement specific to the service or program must be signed by adult guests on their own behalf and on behalf of any youth guest.

GYMNASIUM

We require that you respect all gymnasium equipment and facilities, including basketballs, nets, racquets, hoops, backboards and walls. You may not engage in any rough play, excessive arguments, or profanity. Please carefully observe your surroundings, including any permanent or temporary structures. Unless otherwise permitted (e.g., water bottles), you may not bring or set bags, clothing, cell phones, food or other items in the gymnasium. If you fail to follow these rules, you may be required to leave the gymnasium or the club and/or your membership or guest privileges may be suspended or terminated. Hess Tower Fitness Club reserves the right to reserve and or use the court at any time for club functions, club events or programs conducted by the club. Members may not monopolize the basketball court for their own personal workouts or group workouts during club prime time (typically between the hours of 11:30AM – 1:30PM).

- **Basketball.** During open court time, only members and their guests may play pick-up basketball. Organized team practices are not allowed.



- **Game Play.** Games are first come, first play. Winners stay on the court. Call your own fouls. No dunking. If fewer than five players are waiting when a game ends, losing team members shoot from the top of the key for the remaining spots in next game. If more than five players are waiting when a game ends, you must sign up to play on the court sign-up sheet; the next five listed players who are present at courtside form the next team. If you are absent, you are skipped until the next game. If you choose not to play, your name moves to the bottom of the list.
- **Game Scoring.** Players on the court keep score. Games are played to eleven points, win by two, stop at fifteen. Two pointers are worth one point; three pointers are worth two points. If clock play is permitted, the game clock will run for eleven minutes, beginning when the game starts. The first team to score eleven points or, if none, the team ahead after eleven minutes wins. The clock will stop for an injury, but not an argument.

GROUP FITNESS

We offer introductory to advanced group fitness classes focused on cardio, flexibility, balance and strength. We also offer mind/body classes, including yoga and Pilates. Classes are subject to change based on member participation and it is the sole discretion of the club to make changes as it relates to the number of classes, class instructors and class types.

- **Reserving Space or Equipment.** Any personal space or equipment used for a group class that is unoccupied five minutes prior to class is considered available for use by any class participant in the room. You may reserve one bike, only-for you, on the day of the class by placing cycling shoes, a towel or a water bottle your bike no more than 10 minutes prior to the class. You may not reserve bikes the night before a class. The equipment in our studios is for use by class participants only upon the instruction of Hess Tower Fitness Club team members.
- **Class Etiquette.** We request that you arrive for class a few minutes early to prepare your space or equipment (e.g., bike, yoga mat/props, etc.) and, if applicable, sign in. The warm up at the beginning of the class is an important part of the work out. If you arrive late, please enter the class quietly and appropriately. Because classes are designed as group activities, you should follow the instructor's routines or instructions consistent with your personal abilities and limits.

You must wait for a class to conclude before entering the studio to prepare for the next scheduled class. Please wear attire and shoes appropriate for the class, except for specialty classes such as yoga. You must have a sweat towel for cycle and mat work, and may keep closeable, unbreakable water bottles at the perimeter of the studio or in the water cage on the cycles. No other personal effects are permitted in the studio. Your cell phones must be turned off or in silent mode. After class, please wipe down and return all equipment to its proper place. Only Hess Tower Fitness Club team members may operate the stereo and lighting equipment.

- **Special Yoga Etiquette.** To avoid disruption, you should not enter class during opening meditation or leave during the closing resting pose. If you must leave class, please inform the instructor before class begins and do so before the final pose. You should wear comfortable layered, stretchable clothes, and no shoes, perfumes, or heavy jewelry.

PERSONAL TRAINING

- **Services.** Our personal training services include instruction, coaching, advice, lessons or demonstration concerning physical exercise, physical fitness, exercise strategies, nutrition, wellness, fitness products, fitness equipment and other fitness-related activities by personal trainers, nutrition coaches, or other instructors ("personal training"). Personal



training services are available to members, typically for a fee per session, upon completion of an Informed Consent Agreement and PAR-Q Form.

- **No Personal Training by Members or Guests.** You may not solicit or conduct on the premises any personal training as defined above, with or without compensation. Hess Tower Fitness Club retains sole discretion to determine whether a member or guest is engaged in personal training.

FITNESS FLOOR

- **Age Limit.** You must be at least 13 years old to enter and use the fitness floor. Anyone under the age of 18 must be accompanied by a parent or legal guardian.
- **Equipment.** You must follow all safety procedures for equipment use, including but not limited to using safety clips or stops on mechanical equipment and refraining from dropping free weights and dumbbells. If you have any questions about equipment use, please see a Hess Tower Fitness Club personal trainer to familiarize yourself with its use. You must return or replace equipment to its original condition when you are not using it, even temporarily. Please wipe down equipment with sanitary wipes before and after use. Do not use any equipment outside of its intended use.
- **Equipment Reservation.** You may not reserve equipment for your personal use, such as with a towel, sign or note unless otherwise permitted (such as immediately prior to a scheduled Group Fitness class). You must honor all signs on equipment, including notices that the equipment has been reserved (e.g., for group or class use) or is out of service for maintenance.
 - **Equipment Usage.** All exercise equipment is designed for a specific movement or exercise. Do not use equipment outside of its intended use. Not following the instructions on the equipment or using equipment outside of its intended use could result in serious injury.
 - **Equipment in Disrepair.** If you notice that any equipment is in disrepair, do not use it. Please report it immediately to a Hess Tower Fitness Club team member. We are not responsible for injuries sustained while using equipment, even in the event of equipment failure, malfunction or disrepair.
- **Personal Items.** You may not use chalk in the weight area. Unless otherwise permitted (e.g., water bottles), you may not bring or set bags, clothing, food or other items on the equipment or fitness floor. You may not use cell phones while using any equipment on the fitness floor, unless using as a personal music device. All personal items are to be kept in your locked locker while using the club facilities.

RACQUET SPORTS

- **Court Reservations.** You must reserve racquetball at the Front Desk. You may reserve 24 hours in advance. You are limited to one racquetball reservation per day. Courts are a first come first use bases if no reservations are made.
- **Attire and Eyewear.** When playing any racquet sports, you must wear shoes with non-marking soles along with wearing protective eyewear approved by USA Racquetball or U.S. Squash.
- **Leagues and Lessons.**
 - **Hess Tower Fitness Club Leagues and Lessons.** We employ Hess Tower Fitness Club staff to facilitate play in racquetball leagues, tournaments and programs at our club.
 - **No Leagues or Lessons by Members or Guests.** You may not host, organize or participate in informal or formal racquet sports leagues, tournaments or programs in our clubs-whether for free or a fee-that are not sponsored, organized or sanctioned by Hess Tower Fitness Club. Also, whether or not you receive



compensation for it, you may not teach private or personal racquetball lessons in our club. Hess Tower Fitness Club retains sole discretion to determine whether a member or guest is engaged in such conduct.

LOCKERS

Lockers are for your use on a daily basis only. It is strongly suggested that you use a lock to protect your property. Do not leave any valuable property in an unlocked locker at any time. Hess Tower Fitness Club is not responsible for any theft of or damage to your property. Limited lockers are available to rent and will be billed for on a monthly basis. To obtain a rental locker, member must fill out the appropriate application and submit for billing processing.

If you leave a lock on a locker overnight that is not rented, Hess Tower Fitness Club has the right to cut it off. Hess Tower Fitness Club will consider your property abandoned if left overnight. If you leave your property overnight, the Club shall have the right to donate your property to charity if not picked up before a 30 day period.

CONCLUSION

Hess Tower Fitness Club reserves the right to modify any policies and procedures as it sees fit and is not obligated to send out notification of any changes. Current postings of club policies and procedures will be posted on the club website.