

# Topside Pool Club

## Membership Agreement & Rules

Greenville Pool Club *d/b/a* Topside Pool Club (hereinafter referred to as “**the Club**”) is a 501(c)7 non-profit entity, which is operated by High Spirits Hospitality (hereinafter referred to as “**the Management Company**”). Memberships to the Club are available by invitation only, with special discounted rates offered to residents and commercial tenants of properties owned by Hughes Investments.

This Membership Agreement, like all basic rules between good neighbors, is based on common sense and courtesy. These Rules help to maintain the proper operation and appearance of this Club, and are intended to provide you and your fellow members with the comfort and convenience that you would expect in your own home environment. **Violation of any Rule is grounds for Membership cancellation. Please read this Agreement carefully and thoroughly.**

### **Membership Term: May 2017-December 31, 2017**

#### **Article I. Club Rules and Regulations**

##### **Section 1.01 Operating Season**

- (a) The Club’s standard Operating Season is April 1-October 15.
- (b) The Club may open in the off-season weather permitting. Off-season opening days are announced through email and social media.
- (c) The Club reserves the right to postpone Opening Day if the weather is not suitable.

##### **Section 1.02 Operating Hours**

- (a) The Club’s Standard Operating Hours are:
  - Thursday, 4:00 PM-10:00 PM
  - Friday, 4:00 PM-12:00 AM
  - Saturday, 11:00 AM-12:00 AM
  - Sunday, 11:00 AM-10:00 PM
- (b) The Club reserves the right to change or modify, in its sole and absolute discretion, its Standard Operating Hours at any time.
- (c) The Club will be open on major holidays for Memorial Day, Fourth of July and Labor Day.
- (d) The Club reserves the right, in its sole and absolute discretion, to be closed for other holidays, such as Easter Sunday.
- (e) The Club reserves the right, in its sole and exclusive discretion, to close the Club for a private event during Standard Operating Hours no more than six (6) times during the Operating Season. Members will be notified of the closure via email. The Club may be booked for a private event at any time outside of the Operating Season or Standard Operating Hours.
- (f) Members will be issued a key card that will grant them access to the Club during Standard Operating Hours.

Members (other than residents of Falls Park Place), shall not attempt to access the Club at any time the Club is closed.

### **Section 1.03 Inclement Weather**

- (a) The Club Manager has the right to suspend Club operations and services at any time due to inclement weather, actual or threatened. Inclement weather determinations may be made on the basis of rain, sleet, hail, lightning, high wind, smoke, and/or other detrimental weather patterns or conditions that are reasonably likely to present a hazard to the health and/or safety of members and employees.
- (b) In the event of Club closure, a sign will be posted in the lobby stating that the Club is closed, and additionally, advisories will be made through the Club's Social Media channels.
- (c) If the Club Manager decides to cease service for any amount of time during Operating Hours due to inclement weather, Club members and guests who are present will be asked to leave the premises quickly and efficiently.
- (d) The Club does not offer any prorates, refunds, or rebates on Membership dues, guest passes, and/or beverage service due to inclement weather.

### **Section 1.04 Noise Control**

- (a) Members and their guests shall be mindful of their behavior and how it affects other members, building tenants, and the general public.
- (b) Members and their guests shall refrain from using excessive loud, profane, and/or inappropriate language, especially if it may carry outside of the Club.
- (c) To avoid noise complaints from nearby residents, Members and guests whose behavior is deemed to be loud, inappropriate, and/or offensive will be asked to leave the Club.
- (d) Members and guests are not allowed to bring stereos or radios, or amplify music from personal devices.
- (e) The Club must follow City of Greenville noise ordinances and will be vigilant about restricting loud noise after 10:00 PM.

### **Section 1.05 General Behavior**

- (a) Smoking: Consistent with the laws of the City of Greenville, smoking, including vaping, is absolutely prohibited at the Club. Members and guests may smoke in the designated area outside the Club on Boggs Street.
- (b) Damage: Members and their guests shall be respectful of Club property, and shall not steal, damage, or vandalize such property, including the lobby entrance, elevators, restrooms, and bar area. If a Member damages any item of Club property, his or her account shall be billed for all damage caused thereby, and the Club may cancel their membership with no proration or refund of Membership dues. Likewise, if any guest of a Member damages any item of Club property, the account of the Member who sponsored such guest shall be billed for all damage caused by his or her guest, and the Club may cancel the sponsoring Member's membership with no proration or refund of Membership dues
- (c) Food: Members and their guests may purchase snacks from the Club, or may bring their own meals to the Club, provided that his or her items of food are kept neat and the consuming Member or guest cleans up after him- or herself. No portable grills or cooking on-site is allowed.
- (d) Furniture: Members and their guests are invited to enjoy the Club's lounge furniture, but shall not move the furniture, or spread out in a manner that restricts other Members and their guests from finding seating or accessing walkways. Walkways shall have thirty-six inches (36") of clearance at all times.
- (e) Personal Items: The Club has a small number of lockers available to Members if you wish to secure your

personal valuables. At no time is the Club responsible for any damage, theft, or loss of any personal articles and/or valuables any Member wishes to store in such lockers. Any Member's use of such lockers is at his or her sole and exclusive risk, and each Member who uses such locker agrees to hold the Club harmless from any claim arising from and/or related to his or her use of such locker. Members and their guests are encouraged to keep up with their own items.

- (f) Bicycles: No bicycle may be brought to the Club, but instead, must remain outside the premises. Members and their guests who bicycle to the Club are encouraged to secure their bicycle at an appropriate rack.
- (g) Balconies: Members and their guests shall not throw or drop things off the balconies.
- (h) Fire Safety: Tampering or damaging fire equipment, or intentionally misusing fire alarms, smoke detectors, fire sprinklers, fire extinguishers, or emergency exit signs, or pulling the fire alarm for any reason other than notification of a fire, or disabling, opening, damaging, or propping open exits used exclusively as fire exits, is strictly prohibited.
- (i) Animals: No birds, fish, reptiles, cats, dogs, or other animals of any kind shall be brought into the Building (other than trained service dogs required for those who are visually impaired or have other medical requirement). Any animal found in either the common hallways or on the grounds is subject to immediate removal by Club, and may be remanded to the custody of the City or an animal shelter.
- (j) Gambling: No gambling or betting may take place at the Club.
- (k) Soliciting: Canvassing, peddling, soliciting, and/or distribution of merchandise, handbills, or any other written materials in the Club are prohibited, and Members shall cooperate to prevent the same.
- (l) Photography and Advertising: The Club reserves the right to take photos and use them for advertising and social media purposes. Members and their guests may take photographs, provided the volume or nature of such photography does not adversely affect the environment or the enjoyment of other guests, in which case, Staff may request that such photography be discontinued.
- (m) Verbal Abuse: Our staff treats all Members and their guests with the utmost respect, and the Club insists that our Members and their guests treat such staff and each other with the same courtesy. At no time and under no circumstances whatsoever shall the Club tolerate abusive, violent, destructive, menacing, and/or harassing behavior from a Member or their guest. If such behavior occurs, the Club reserves the right to remove the Member and their guests from the premises immediately.

#### **Section 1.06 Alcoholic Beverage Service**

- (a) The Club operates a full bar selling beer, wine, and liquor drinks, as well as non-alcoholic beverages, during Standard Operating Hours.
- (b) Neither Members nor their guests may bring beer or liquor into the Club at any time. If a Member or his or her guest wishes to bring their own bottle of wine to the Club, a fifteen dollar (\$15.00) corkage fee will be applied to the Member's tab. Members or guests seen with outside alcohol will be removed from the premises immediately.
- (c) Members may bring water bottles to the Club, but only if they are empty. Such bottles may then be filled at the Club. Tap water is always provided free of charge.
- (d) Each and every Member, and each and every of his or her guests, must bring a valid form of identification each and every time they visit the Club. This is required by state and local law enforcement, and is not subject to any exception. Valid forms of identification include a state-issued drivers license or identification card, passport, or military ID. ID's must not be expired or damaged.

- (e) Club Staff reserve the right to refuse or discontinue service to anyone at any time with or without a reason.
- (f) Club Staff will not serve minors alcoholic beverages for any reason. Members and guests shall not pass alcoholic beverages to minors, or allow anyone in their care who is not of age or does not have a valid ID to consume alcohol.
- (g) The Club will not refund or replace drinks that are spilled or abandoned.

**Section 1.07 Clothing**

- (a) Members and their guests are asked to come to the Club fully clothed with a cover-up, dress, or T-shirt. Members and their guests must be wearing shoes when they arrive.
- (b) For the safety of all Members and their guests, appropriate swimwear must be worn in the pool at all times. No street clothes, underwear, jeans, or other clothing articles shall be worn in the pool. Hats and sunglasses are allowed.
- (c) Members and their guests may use the Club's restrooms to change into their swimwear; however, to prevent long lines from forming, the Club encourages members to change at their own residence and be wearing their swimwear when they arrive whenever practicable.
- (d) Babies using the pool must be dressed in a swim diaper.

**Section 1.08 Pool Safety**

- (a) Members and their guests acknowledge that there is no lifeguard on duty and swimming is conducted at their own risk. The Club, Management Company, and landlord are not responsible for accidents or injuries, and Members and their guests shall hold the same harmless from any and all injuries that may occur in connection with the use of the pool.
- (b) Members shall not enter the pool if they are intoxicated or incapacitated with a risk of falling asleep or losing their footing in the water.
- (c) Due to the size of the pool, floats, balls, and other large pool toys are not allowed. Smaller toys may be allowed. Such determinations will be made by the Pool staff based on the size of the crowd at the time.
- (d) Glass must never be taken into the pool. All the Club's glassware is plastic for this purpose. Beverages are allowed in the pool but caution should be used to ensure they don't spill.
- (e) Children must always be supervised by an adult at all times. Adults shall be cognizant of other pool guests and ensure the children they are supervising are enjoying the pool while remaining respectful of other patrons' enjoyment.
- (f) The pool shall be entered using the steps at all times. Diving or jumping in is strictly prohibited.
- (g) No food is allowed in the pool area.
- (h) No animals are allowed in the pool area. Service dogs are allowed on the pool deck, but may not enter the pool itself.
- (i) No running, pushing, or horseplay is allowed.
- (j) Pool Staff reserve the right to deny anyone entrance to the pool, as well as to ask anyone to leave at any time.
- (k) There should be no expulsion of bodily fluids in the pool, including spital, urine, or vomit.
- (l) Since there is no lifeguard on duty, there should be no breath-holding, dunking, or other activity that would alarm the staff and lead them to be concerned for your safety.
- (m) No person who has been experiencing diarrhea, fever, nausea, skin rashes, open wounds, or other contagious illness may enter the pool.
- (n) Since there is no shower on-site, Members and guests are encouraged to shower at home before and after

vising the pool.

- (o) The pool may be forced to close at certain times for cleaning or maintenance. The Club will make an effort to operate as normal but may restrict access to the pool itself during these times.

#### **Section 1.09 Access and Entry**

- (a) As part of the initiation fee, Members are provided one key card per Member. This key card must be used to access the building lobby and then to get the elevator to move to the 7<sup>th</sup> floor.
- (b) Members are responsible for keeping up with their card. Members who arrive at the Club without their card may call the Club for entry up to four times per year.
- (c) Members who lose their key card will be charged \$40 to be issued a replacement card. Please notify Club Staff immediately of loss or theft, and allow up to 14 days to receive your replacement card.
- (d) Members must NEVER let another person borrow their card; guests may only attend the Club with their host Member present.
- (e) If a Member has a guest arriving after they do, the Member is responsible for greeting them downstairs and bringing them up to the Club.
- (f) If the Club is closed during Operating Hours for any reason, a sign will be posted in the lobby. Members are prohibited from entering the elevator to access the Club when such signs are posted.
- (g) Members shall not prop open doors or attempt to “sneak” people in at any time.
- (h) If a membership is cancelled by Club Management at any time, the key card will be immediately deactivated and the member has 7 days to return their key card to management. Failure to do so will result in \$40 being deducted from the Member’s security deposit.
- (i) For the safety of all guests, please inform Club Staff if you witness any loitering or suspicious activity in or around the Club or lobby area.
- (j) Access to ledges, electrical rooms, utility rooms, trash room, service areas, or areas marked for restricted access is strictly prohibited. Unauthorized access shall subject the violators to eviction, arrest for trespassing, and/or judicial action.
- (k) Members and their guests may only use the stairwells when necessary due to elevator maintenance or as an emergency exit.
- (l) Members and their guests shall not attempt to gain access to another floor in the building with the exception of going to Jianna during their business hours.
- (m) The Club Staff will call Last Call 15 minutes before closing each night. Members and guests are asked to leave the Club in a timely fashion and not loiter extensively.
- (n) Members and their guests will be asked to sign in each time they visit the Club.
- (o) There is no parking available on-site. Members and guests are responsible for finding parking for their vehicles.

#### **Section 1.10 Guests and Family**

- (a) A Member may bring their children (up to 21 years of age), with them at any time for no charge. Once a child reaches 21 years of age, they must apply for their own membership or pay for a daily guest pass.
- (b) A member can bring up to three (3) guests with them each day, with each guest charged a daily guest pass.
- (c) Guest pass charges vary per day and time of day.
- (d) With a couples membership, both members of the couple are considered Members, so each may bring up to three (3) guests with them.

- (e) For some holidays, the number of guests permitted may be restricted to ensure all Club Members are granted access.

**Section 1.11 Private Events**

- (a) Semi-private and private events are available for rental during off hours. Members wishing to reserve the space for a private event will need to enter into a separate contract with the Club Manager.

**Article II. Membership Dues**

**Section 2.01 Rates:** Memberships are sold on an annual basis, with a calendar year of January 1<sup>st</sup>-December 31<sup>st</sup>.

- 1) Standard Rate: \$1,200 a year per person or \$2,000 a year per couple. **DISCOUNTED RATE FOR REMAINING OF 2017- \$960 per person or \$1,600 per couple.**
- 2) Commercial Tenant: \$1,000 a year per person or \$1,700 a year per couple. **DISCOUNTED RATE FOR REMAINING OF 2017- \$800 per person or \$1,360 per couple.**
- 3) Resident of Hughes Investments: \$900 a year per person or \$1,500 a year per couple. **DISCOUNTED RATE FOR REMAINING OF 2017- \$720 per person or \$1,200 per couple.**
- (b) Initiation Fee: \$100 per person, one-time fee.
- (c) Deposit: \$100 per person, refundable at end of membership.
- (d) This Agreement is valid through December 31, 2017, at which time the Agreement will expire and the Member will have to renew their membership to continue.
- (e) The Club reserves the right to increase membership dues for new or renewing members on an annual basis.

**Section 2.02 Request for Membership:** All requests for memberships are subject to an application and initiation process.

- (a) Invitations for Application are initially sent to a select group of candidates, specifically to residential and commercial tenants of Hughes Investments. Candidates are encouraged to submit their application for membership within 15 days of the invitation being made, otherwise they cannot be guaranteed a spot.
- (b) Applications are received and processed on a first come, first served basis with priority placed on residents and commercial tenants of Hughes Investments properties.
- (c) In order to be eligible for membership, a candidate must meet the following criteria:
  - (i) The candidate must be at least 21 years of age.
  - (ii) The candidate must either;
    - 1) be a resident of a Hughes Investment property; or,
    - 2) be employed by a commercial tenant of a Hughes Investment property; or,
    - 3) be sponsored by a current Member in good standing.
- (d) Couples memberships can be sold to couples in a domestic relationship that live in the same dwelling. Proof of address is required.
- (e) The Club does not discriminate against candidates for membership based on gender, sexual orientation, race, religion, disability, or creed.

**Section 2.03 Application Process:**

- (a) To be considered for membership, candidates must submit the following documents to the Club Manager;

- (i) Membership Application; and,
  - (ii) \$100 initiation fee. If the candidate is denied or decides not to join, the Club will return \$50 to the candidate; and,
  - (iii) Copy of valid driver's license for each candidate; and,
  - (iv) If applying for a residential or corporate rate, proof of residence or employment is required; and,
  - (v) If NOT a resident or commercial tenant, a Letter of Recommendation from a current Member must be submitted; and,
  - (vi) Credit Card Agreement
- (b) A candidate will be notified of their acceptance within fourteen (14 days). Upon notice of acceptance, the candidate has seven (7) days to pay their first installment of membership dues or their spot will be forfeited.
  - (c) The Club reserves the right to request additional documentation and may require an interview to determine if the candidate meets the eligibility requirements of the Club.

### **Article III. Payment of Dues, Charges and Fees:**

**Section 3.01 General Provisions:** If selected for membership, I understand that I am responsible for the prompt payment of all deposits, fees, and charges incurred in connection with my Club membership, including any fees or charges incurred by my spouse, my immediate family members and guests, and agree to pay such fees and charges in a timely manner upon billing.

- (a) By execution of this Membership Agreement, I unconditionally authorize the Club and the Management Company to charge any and all obligations incurred in connection with my Club membership against the credit card account described below and any and all substitute or additional credit card accounts noted in the Club's records as related to my Club membership or my Club account. Such charges specifically include but are not limited to dues, service charges, use fees, damages, purchases of food, beverage and merchandise and any other amounts. I agree to keep a valid and current credit card account to which charges are authorized to be made on record with the Club at all times and to promptly take any and all other actions required to effect the provisions of this paragraph. In the event that my credit card account of record with the Club expires or is no longer valid, I further agree to immediately substitute a valid credit card account without any requirement for notice from the Club.
- (b) All dues, fees, and charges are billed directly to the Member directly.
- (c) Payments for dues or services can be made by cash, check, or credit card.
- (d) Net 30 corporate billing is offered by request and credit approval, and will incur a \$10 administrative fee per billing cycle.
- (e) Returned Checks will incur a \$40 return check fee. Any payments outstanding due to a returned check will incur a \$5 per day late fee.

**Section 3.02 Membership Dues:**

- (a) I understand that my annual membership dues shall be paid in three equal installments, with payments due on January 31<sup>st</sup>, April 30<sup>th</sup> and July 31<sup>st</sup> of each year.
- (b) With 2017 being a prorated year, new membership dues in three equal installments are due on April 30<sup>th</sup>, June 30<sup>th</sup> and August 31<sup>st</sup> of 2017.
- (c) Members paying their entire annual dues at the beginning of the year will receive a 5% discount on their annual dues.
- (d) Memberships charges will be charged to the credit card the member has put on file with the club

automatically.

- (e) In the event my credit card is declined or invalid, my Club account shall be considered delinquent if not paid within ten (10) days after the date of the installment due date. A late fee of \$5 per day past due shall be applied to my account until the payment is received by the office.
- (f) Member acknowledges that the Club and the Management Company may take whatever action it deems necessary to effect collection of any delinquent balance in my Club account, including without limitation, suspension or termination of my Club membership or legal action, and I shall be liable for all costs and for any expenses of collection including, but not limited to, reasonable attorneys' fees, including any fees incurred in connection with appellate proceedings.
- (g) Members requiring a paper invoice in order to pay by personal or company check will incur a \$10 administrative fee for each billing cycle.

### **Section 3.03 Daily Charges**

- (a) Charges made to an account for food and beverages for a Member or his or her guests at the Club will be charged to the Member's credit card on file on a daily basis.
- (b) Myself or my guests may request to make payment using another method by informing our server or bartender before the bill is presented.
- (c) All automatic charges will incur a 20% gratuity for the service staff. In the event service fails to meet expectations, members will need to contact the Club's Manager to discuss the service issue.
- (d) Some charges may not be able to be applied to the member's credit card automatically if the charge is made with a partner company such as Jianna. If a Member wishes to order food from an outside vendor, the Member needs to make a payment directly with that vendor.
- (e) All bar, food, and membership pricing includes all state and local taxes.

### **Section 3.04 Initiation Fee**

- (a) A one-time initiation fee of \$100 is to be paid for each member candidate at the time of application.
- (b) The initiation fee covers the cost of considering the applicant, opening the account, and issuing a key card.
- (c) If a Member chooses not to renew their membership for a term, and they would like to return later, they must reapply and pay another initiation fee just like a new member.

### **Section 3.05 Security Deposit**

- (a) In addition to the initiation fee, upon acceptance, members must pay a \$100 security deposit.
- (b) The Security Deposit shall be used to reimburse the Club for any additional charges, expenses, claims or liabilities incurred by the Club, its agents or affiliates, in providing and performing the services contemplated herein ("Additional Charges"), including, but not limited to, property or rental damage, additional services or products provided at the request of the Member or to accommodate Member's needs as determined by the Club.
- (c) The Member will be notified of any Additional Charges within 20 business days after the charges being initiated.
- (d) Upon a Member's cancellation, if the Club determines, in its sole and exclusive discretion, that no Additional Charges are necessary, the Club will return the security deposit to member within thirty (30) business days. If Additional Charges are incurred, such amount shall be deducted from the Security Deposit, but the Member shall remain responsible and liable for any Additional Charges in excess of the



Security Deposit, including any and all attorney fees and other expenses incurred in the collection thereof.

**Section 3.06 Refund and Cancellation:**

- (a) Member Cancellation: Due to the number of Members the Club is able to accept on an annual basis, memberships cannot be canceled during the Membership Term, with the following exceptions:
  - (i) Cancellation due to a long-distance move: You may resign your membership from the club due to a move of more than 30 miles from Greenville. Documents showing proof of the move are required.
  - (ii) Cancellation due to accident or death: In the event the Member is severely injured, faces a life-altering disability, or passes away, the Board of Directors may decide to cancel their annual membership.
  - (iii) Employment Termination: If the Member was a corporate tenant and their membership was sponsored by their company, upon employment termination, the company may reassign their membership to another individual. If reassigning a membership, the new Member must complete the application process and pay an initiation fee.
- (b) Refund of Dues:
  - (i) In the event of a member cancellation, the Member is responsible for paying their prorated dues up to the last day of the month of cancellation, with an additional month due to cover administrative costs.
  - (ii) Members should provide a 30-day notice to cancel. Notices should be sent via email to the Club Manager.
  - (iii) Any dues refund will be issued by check to the member's permanent address within thirty days. Refunds will only be issued to the member, even if another party paid for the membership.
  - (iv) Any refund checks must be cashed within 90 days or the funds will be forfeited and remain property of the Club.
- (c) Club Cancellation
  - (i) The Club reserves the right to cancel a membership at any time without notice due to non-payment, inappropriate behavior, theft or damage, or any breach of this agreement by the Member and/or his or her guest, as applicable.
  - (ii) If a Club cancels a membership, all dues and fees paid at that time are considered fully earned and will not be prorated or refunded.

**Article IV. Terms and Conditions**

**Section 4.01 Membership Term:** All memberships are sold on an annual cycle of January 1-December 31.

**Section 4.02 Member Notifications:** The Club utilizes electronic mail and social media channels to keep Members aware of Club news, policy changes, billing statements, and more. Members should keep a valid email address on file with the Club and should mark [manager@topsidepoolclub.com](mailto:manager@topsidepoolclub.com) email as verified with their email provider to avoid spam filters. The Club has no obligation to send paper mail with billing statements or cancellation notices.

**Section 4.03 Disclosure of Information and Condition of Membership:** I understand, acknowledge, and authorize the disclosure and release of information to the Club and the Management Company for the purpose of investigating my qualifications for Club membership, and authorize those persons or entities named herein as references to furnish personal and financial information about me. I further authorize the full disclosure and release of information to the Club regarding my residential and employment status, criminal records,

and credit history. Membership in the Club is contingent upon approval by the Club's Board of Directors, which approval shall be at the Club's sole and absolute discretion.

**Section 4.04 Membership Provisions:** I acknowledge receipt of, and agree by execution of this Membership Agreement, that upon the written acceptance by the Club of this Membership Agreement to be bound by the terms and conditions of the following:

- (a) this Membership Agreement, and the following as they may be amended from time to time at the sole and absolute discretion of the Club (collectively the "**Membership Provisions**"):
  - (i) the Topside Pool Club Membership Plan,
  - (ii) the Club Rules and Regulations,
  - (iii) the Club's Schedule of Dues and Charges, and
  - (iv) such other policies and practices which may be implemented from time to time by the Club. I further acknowledge that membership in the Club is subject to suspension or termination for failure to abide by the terms and conditions contained in this Membership Agreement or any of the Membership Provisions.

Regardless of the signature date, this Membership Agreement expires on December 31, 2017.

Primary Member Name: \_\_\_\_\_

Primary Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Secondary Member Name: \_\_\_\_\_

Secondary Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Club Manager Name: \_\_\_\_\_

Club Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_