



The Greenway Club, LLC

Membership Policies & Terms

Membership Applications: The Greenway Club, LLC reserves the right to deny an application or cancel a membership based on falsified resident names or other information, registered child sex offender status, prior behavior subjectively deemed belligerent, dishonest or aggressive toward Club personnel, contract employees or members, or destruction of Club property.

Club Rules: Members are responsible for reading and complying with The Greenway Club Rules. If the behavior of members or their guests is deemed unacceptable in the subjective opinion of The Greenway Club, LLC management, management reserves the right to cancel the membership effective immediately, and charge the credit card on file for all remaining payments due under the membership agreement.

Safety: Members acknowledge that there are risks inherent in the use of the facility by its nature, and assume those risks for themselves, their guests and anyone listed on the membership or added in the future. Pools will be guarded during open hours. Parents and/or caregivers will have primary responsibility for the safety of themselves, their children and their guests. The Greenway Club, LLC accepts no liability for the action of members or their guest. Rules and regulations are posted per County requirements. All members are required to abide by all posted rules including but not limited to supervision of their swimmers/guest(s).

Guest Policy/Pool Rules: Please see independent documents.

Household Memberships: For "household memberships", all permanent residents may be listed on the membership. Proof of residency may be required. All other individuals are guests and subject to the guest policy. In the event of divorce or separation, both parents may remain on the membership even when living apart. The Club reserves the right to require a second membership when the pool is being attended by guests living with the parent who moved. The original membership remains with the residents of the home on the application unless transferred.

Club Payments: The Greenway Club, LLC will automatically bill the credit or debit card provided for all dues, initiation fees and purchases made on the account. Members should notify the Club if credit or debit card billing information changes. Changes must be received by the 25th of the month to be effective for the upcoming billing cycle. Administrative fees may apply if payments are returned or declined by the bank. No invoices will be mailed. It is the member's responsibility to keep payments current. To guarantee a record of timely payment, please contact the Accounting Manager prior to the 25th of the month.

Rate Increases: Dues are not lifetime rates. The Greenway Club LLC reserves the right to increase rates at any time. A general notification will be communicated to all members to the best of our capabilities. Rate increases are determined by anticipated pool enhancements or general maintenance or upkeep.

Refund Policy: All payments made to The Greenway Club, LLC are non-refundable.

Sale of Members Home: When members list a home for sale, they may wish to keep the Club membership, or they may wish to market the home with a transferred Club membership. Initiation Fees and prepaid dues are transferable with the submission of a signed Transfer Membership Application, completed at the closing of the sale of the home of a current Club member. In this case, the current member has the option to transfer the membership AND keep the membership, according to the options listed on the form.

Payments by Check: Dues payments may be paid by check when paying for the balance of the year's dues in full. Members who want to pay monthly by check may provide a bank debit card with the Visa or MasterCard brand logo instead of a credit card for automatic monthly payments. Submitted checks must be received by the 25th of the month to avoid the next scheduled automatic billing. To avoid 'holding' money, all checks must have sufficient funds as of the date the check is received to provide for immediate deposit by the Club. Bank fees charged to the Club from returned checks will be charged back to the member's account.

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'Loyalty Discount' Payment Plans: Some long standing memberships have lower 'loyalty discount' rates. Loyalty Discount rates are not guaranteed and are subject to dues increases. Retaining a loyalty discount rate is dependent upon remaining current. Memberships more than 30 days past due will lose the discount rate. If members with a loyalty discount rate cancel the membership and then later re-apply for membership, they return at the new member incoming rate. Some long standing members have an invoice payment plan. Members on an electronic payment plan may not convert to a paper invoice plan. Memberships on a paper invoice plan more than 15 days past due will be required to convert to an electronic payment plan.

Late Fees: All memberships with payments more than 30 days overdue will incur a late fee of \$50 per month not to exceed \$200. Unpaid memberships are subject to cancellation after being 60 days past due.

Lapsed Membership Reinstatements: Previously cancelled memberships may be reinstated up to 90 days from the last unpaid payment due date, subject to availability of membership openings. The reinstatement fee of \$75 plus \$1/day from the last payment due date may be paid in lieu of paying the initiation fee up to the 90th day. Memberships lapsed over 90 days are subject to repayment of an initiation fee. Reinstated members must select the 12 payment plan at the current incoming member rate for a period not less than 18 months or until membership is canceled, whichever comes first.

Cancellations: To remain active, a membership must remain paid current. All memberships with payments more than 1 month past due are subject to cancellation by the Club. **Memberships are effective until both (1) a Greenway Club, LLC Cancellation Agreement is signed and (2) payment of the balance of any outstanding charges is made to the Club. The Cancellation Form needs to be completed by the 25th of the month to avoid automatic billing on the next billing cycle.** No refunds will be honored for payments made through the date of the cancellation request. If a membership payment becomes delinquent, that membership is subject to cancellation by The Greenway Club, LLC management. The Club member will pay all legal fees, late fees, administrative and collection fees associated with collecting the balance of any remaining unpaid fees. It is the member's responsibility to notify future owners of the home that if the member moved with an unpaid debt to the Club, the membership for that residence will not be accepted until the outstanding balance due is paid in full. For membership suspensions, please contact the Club General Manager.

Ownership: The Greenway Club, LLC is privately owned. Membership in no way confers any ownership in The Greenway Club, LLC property or assets. Membership applications are transferable by The Greenway Swim Club, LLC in the event of ownership transfer by The Greenway Club, LLC.

Changes: The Greenway Club, LLC reserves the right to change membership pricing, terms, Club rules and policies at any time, without prior notification.

Member Signature _____ Date __/__/__

Member Name _____