



## Membership Plan for Jasper Community Club and Club Access Pass Agreement

**LAST REVISED:** August 30, 2023  
**ADOPTED:** December 14, 2022  
**EFFECTIVE:** December 14, 2022

This Membership Plan for Jasper Community Club and Club Access Pass Agreement ("**Agreement**") defines the terms of, and rights afforded by, membership in the Jasper Community Club ("**J Club**") and establishes J Club's rules and policies.

The membership in J Club consists of owners of lots in the Jasper community ("**Resident Members**") and individuals who are not owners of lots in the Jasper community that have become J Club members pursuant to the terms of this Agreement and other J Club membership documents ("**Non-Resident Members**"). Memberships in J Club are provided for the purpose of permitting persons receiving a membership to obtain access to recreational use of J Club facilities. Memberships should not be viewed as an investment and no person acquiring a membership should expect to derive any economic profits, financial benefits or other tangible or intangible benefit from membership in J Club. J Club is owned and operated privately. Membership in J Club does not convey any interest, ownership, equity or property rights. Membership does not convey any management rights, or any vested interest or rights in J Club, the J Club membership plan, or the J Club facilities.

J Club facilities are collectively referred to as ("The **Amenity**") and offer unique opportunities for social gatherings and recreation with pools, tennis, pickle ball and bocce courts and fitness facilities. The Amenity is restricted for use by Resident Members in good standing or their tenants, if applicable, and Non-Resident Members in good standing (collectively, the "**Members**"), and such Members' permitted guests in accordance with this Agreement. The Amenity may also be used by non-Members who have been permitted to rent a portion of the Amenity and the non-Member's guests.

To ensure we all work together to respect this wonderful Amenity, J Club LLC and the Jasper Community Association, Inc. ("**JCA**") request your understanding and cooperation in maintaining both your and our safety by reading and accepting the following Agreement and acknowledging your understanding of The Amenity rules contained within this Agreement ("**Rules**") prior to receiving your Brivo Mobile Pass. The terms of this Agreement, inclusive of the Rules included herein, are subject to change from time to time, at the sole discretion of the JCA or J Club LLC (collectively, "**Management**"). The Rules may be enforced by employees and

different representatives of Management or the JCA Board of Directors depending upon the nature and location of the violation.

### **1. Brivo Mobile Pass and Amenity Access Card**

Access to J Club will be controlled by Brivo Access and Members will be able to use the Brivo Mobile Pass app on their smart phone to unlock doors and gates. J Club will authorize use of the Brivo pass for Jasper homeowners and immediate family members living in the home. Homeowners must complete the attached addendum and list the individual resident family members who will be using Brivo to access J Club.

Members who do not utilize or have access to a smart phone will be issued physical Access Cards ("Card(s)") with built-in electronic authentication systems. J Club shall issue two (2) Cards to each household in good standing with the J Club. The Card(s) may be used only by members of the household to which it is issued or their tenants, pursuant to the Rules contained herein and will be revoked if used by any other user other than the household member to whom the Card was issued. Cards are non-transferable and may not be sold, conveyed, or re-assigned, whether voluntarily or involuntarily.

Members using The Amenity may be asked, at the discretion of staff to show valid identification. If a Card is lost or stolen, the household to which it was issued shall immediately notify the J Club, so that the card may be deactivated, and a new access number and Card issued. Replacement Cards may be purchased for \$25.00 each. Additional Cards may be purchased for \$25.00. A maximum number of four (4) Cards may be issued for each household.

All Cards are the property of the J Club and must be surrendered to the J Club upon termination of membership. Household members must always carry their Card with them while on The Amenity' premises.

If a Member has an outstanding J Club or JCA compliance issue, access to The Amenity may be suspended. Individuals in violation of this Agreement, J Club Rules, the Declaration or JCA Rules or Policies, or whose conduct or demeanor interferes with the operation or use and enjoyment of The Amenity or Residents or is otherwise deemed inappropriate by Management may be asked to leave and may have their access to The Amenity suspended in accordance with this Agreement, J Club Rules, the Declaration or JCA Rules or Policies.

Access to The Amenity is available only to Members, Residents, their permitted guests and non-Members who have been permitted to rent a portion of the Amenity and the non-Member's guests. Members who lease their homes in Jasper automatically transfer their rights to access The Amenity to the tenant(s) residing in the homes. The term "Resident" as used herein means an individual occupying or residing within Jasper for a period of not less than six months in a calendar year. Proof of residency or membership may be required. Such proof must be based on reliable documentation, as determined by the Management staff, such as one or more of the following: state or federally issued identification, recent utility bills, recent bank

statements, valid Arizona vehicle registration, Native American census card, property tax statement of the person's residence, tribal enrollment card or other form of tribal identification, Arizona vehicle insurance card, etc.

### **General Rules of J Club**

- (a) Members and their guests shall abide by all Rules of J Club.
- (b) Members should not request special personal services from employees of J Club who are on duty or the personal use of J Club's furnishings or equipment which are not ordinarily available for use by Members. Members may not approach or hire J Club employees for employment outside of J Club.
- (c) All complaints or suggestions of any kind relating to the management, service, operation, policies, or procedures of J Club or its employees must be in writing, signed by the Member and addressed to the Executive Director of J Club.
- (d) Members and their guests may not abuse any of the J Club's employees, verbally or otherwise. All employees of J Club are under the supervision of the J Club Executive Director and no Member or guest shall reprimand, discipline or verbally abuse any employee, nor shall a Member request an employee to leave the J Club facilities for any reason. Any employee not rendering courteous and prompt service should be reported to J Club management promptly.
- (e) Performance by entertainers must be approved by J Club Management.
- (f) Use of The Amenity may be restricted or reserved from time to time by Management.
- (g) Portions of The Amenity may be rented by Members and non-Members for events. In order to rent a portion of The Amenity, a Member or Non-Member must sign and abide by the J Club Facility Rental Agreement.
- (h) The personnel of J Club will have full authority to enforce these Rules and any infractions will be reported to Management.

### **2. Hours of Operation**

Pickleball and Tennis courts operating hours shall be from 8 a.m. to 10 p.m.; seven days a week. Pool operating hours are from 5 a.m. to 10 p.m. seven days a week. Operating hours for the fire pits shall be 8 a.m. to 8 p.m. seven days a week. J Club's fitness facility is Brivo accessible from 4 a.m. to 10 p.m., seven days a week.

All or portions of The Amenity may be closed for scheduled and unforeseen maintenance repairs, unforeseen events or inclement weather, and Management may restrict or reserve the use of portions of The Amenity. No individual shall remain on or enter the premises before or after the hours of operation unless approved by Management in advance. Anyone found at The Amenity outside Amenity hours is trespassing in accordance with A.R.S § 13-1503.

The operating hours of The Amenity are subject to change as determined appropriate by Management in its sole discretion.

### **3. Food and Beverage Services**

No outside food or beverage is allowed except as permitted by Management whose permission must be obtained in advance. However, Members and guests may bring in their own water. Food and beverages must be in approved containers and may only be consumed in designated areas on the premises of The Amenity. Alcohol served at J Club may only be consumed on J Club premises. Liquor sales are not permitted within The Amenity, except as provided by J Club. Food, candy, gum, and beverages are not permitted in the pool. No glass of any kind is permitted in the pool including bottles, glass/ceramic serving dishes, etc.

All alcoholic beverages consumed at J Club must be furnished by J Club. Violation of this rule puts J Club's licensing in jeopardy (see A.R.S. § 4-244(40)) and could subject Management to other penalties imposed by law. Therefore, anyone found to have brought alcoholic beverages not furnished by J Club will be subject to suspension of use privileges. Management staff is authorized to enforce this rule in its sole discretion. J Club reserves the right, in its sole discretion, to refuse service to a Member or guest when that Member or guest appears to be intoxicated. Special permission is required for J Club employees to deliver food or alcoholic beverages to locations away from the restaurant's immediate area.

### **4. Supervision of Minors**

Due to health and safety concerns, persons under fourteen (14) years of age upon entering the J Club premises must be always accompanied and supervised by a responsible adult (18 years of age or older). Any person who brings a minor to The Amenity is responsible for the minor's conduct and safety while on the premises where the Amenity is located.

### **5. Advertisements and Solicitations**

No person shall originate, solicit, circulate, or post commercial advertisements, petitions or originate sales within The Amenity premises or use the Jasper resident roster for such purpose without the express prior written approval of the JCA or club management, including during use of private reservations. The selling of goods and/or services, supporting the efforts of for-profit businesses, charging of admission fees and/or solicitation of donations are not allowed unless prior written approval has been obtained from the JCA and are done in strict compliance with all applicable laws.

### **6. Attire**

All persons using The Amenity shall dress in a fashion befitting the surroundings and atmosphere of a family-friendly community setting. Shirts, bottoms and shoes shall be worn outside of the pool areas at The Amenity including the fitness rooms, event lawn and the tennis, pickleball and bocce courts. Appropriate pool attire is required in the pool areas.

## **7. Photography**

Management permits personal photography on J Club property for the personal use of residents. Additionally, management permits photography of clubs and their members for use of management and clubs to promote meetings, events and activities. Residents photographing J Club activities and events shall not hold themselves as affiliated with the J Club or the activity or event photographed. Individuals participating in J Club activities and events hereby authorize permission of photography for usage outline above unless otherwise personally indicated.

Management prohibits the use of commercial photography by resident or outside parties on J Club property. This includes but is not limited to, using any part of the amenity, buildings, grounds or interiors as a stage set for portraiture, model photography, and product photography. This also includes photography used to advertise goods or services unrelated to the J Club for commercial sale or promotion. This also includes offering photos for sale to other residents, guests, invitees, other individuals, or clubs and their members.

Clubs or other groups arranging meetings on J Club property may arrange for photographers and news media during their events. Photography for such events is restricted to the space reserved by the club or group and may not take place in other areas on J Club property or in amenity facilities.

Permission to photograph does not release the residents or groups involved from liability for injuries to persons or property that result from their activities on J Club property or in amenity facilities.

## **8. Animals**

Dogs or other animals (other than assistive animals for persons requiring assistance) are not permitted within J Club buildings, except as authorized by Management or as permitted by law. Dogs or other animals are permitted on outdoor patios. Any person who brings an animal onto the J Club premises is responsible for any damage caused by the animal and shall clean up after the animal immediately, as needed. Animals are not allowed on furniture and are prohibited from entering the pool(s), unless otherwise permitted in accordance with applicable laws.

## **9. The Amenity Property and Conduct**

No person shall move or remove any of The Amenity property, furniture, and/or fitness room equipment from the premises or the area in which it belongs without express permission of Management. All accompanied guests must comply with The Amenity and all other policies established by Management and respond to Management staff/volunteer directions. Every Member shall be liable for any property damage caused by the Member or their guest. The cost of such damage shall be charged to the responsible Member's account. The sponsoring Member is responsible for the conduct of his or her household and guests while on The Amenity's' premise. Illegal activities (e.g., gambling, drugs, etc.) are prohibited.

Personal belongings brought to The Amenity are the responsibility of Members and their guests. Management does not assume responsibility for any lost or stolen items, including any items left in a “lost and found” location. Members and their guests are responsible for securing their personal items. In the event a personal item is stolen, Members and their guests are encouraged to file a police report with the Town of Prescott Valley police department.

#### **10. Instances of Personal Injury**

Any Member or 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 Amenity, including without limitation, a person who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by Management, either on or off The Amenity, shall do so at his or her own risk. The Member and guests shall hold J Club, LLC, Jasper Community Association, Inc., Cohere Life, Inc., Cohere Partners, Inc., Cohere Realty, LLC, Jasper EcoDev LLC, Iron King Holdings LLC, and Arizona Eco Development LLC, together with their affiliates and their successors and assigns, and their respective shareholders, partners, directors, officers, members, employees, representatives and agents (collectively, the “Released Parties”) harmless and indemnify the Released Parties for, from and against any and all loss, cost, claim, injury, damage, including all attorneys’ fees and costs, or liability sustained or incurred by him or her, or any third-party claim resulting there from or arising out of incident incurred by the Released Parties (a “Claim”). Any Member shall have, owe and perform the same obligation to the Released Parties for any Claim resulting from the actions of any guest or family member.

#### **11. Smoking**

The Amenity are tobacco, drug and smoke free facilities. This includes the use of e-cigarettes, marijuana products, chewing tobacco and hookahs. There are no exceptions in the exterior or interior of The Amenity.

#### **12. Fireworks**

Absolutely no fireworks or other pyrotechnic exhibitions are permitted anywhere on The Amenity premises except as part of a fireworks exhibit organized and conducted by Management.

#### **13. Weapons**

No firearms or other weapons are permitted on The Amenity premises. This prohibition includes concealed weapons regardless of an individual possessing a permit to carry a weapon concealed or otherwise in accordance with A.R.S § 13-3101, et. al.

#### **14. Non-Discrimination Policy**

Management and volunteers shall not discriminate against any individual because of an individual’s race, religion, creed, color, sex, national origin, age, legally protected disability, or

marital status. Members and their guests are also held to the same standard and are expected to treat all other members and Management with kindness and respect.

## **15. Notice**

- (a) Each Member shall be responsible for providing J Club, in writing, his or her mailing address and/or email address and any changes thereto, where the Member wishes all notices and invoices of J Club to be sent. A member shall be deemed to have received mailings from J Club five days after they have been mailed to the address on file with J Club. In the absence of an address on file with J Club, any J Club mailing may, with the same effect described above, be addressed by the Clubhouse Manager where the Clubhouse Manager may think is most likely to cause its prompt delivery.
- (b) J Club must be notified in writing of any change of contact address. Failure to do so shall constitute a waiver of the right to receive J Club notices, bulletins and any other communications about the club.

## **16. Guest Privileges**

J Club is for use by Members, their permitted guests, and non-Members who have been permitted to rent a portion of the Amenity and the non-Member's guests. Members and such non-Members must accompany guests during the use of The Amenity in accordance with these Rules. Although it is the intention of Management to accommodate guests, Management reserves the right to limit the number of guests that are invited or are sponsored by a Member or a permitted non-Member on any given day. Management may require guests to sign in/out of The Amenity. Management may establish and modify from time-to-time daily guest fees, charges, and the rules for use of J Club by guests. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by Management, in its sole and absolute discretion.

The following guest privileges currently are in effect for the Member-only areas of J Club:

- Pools - Four (4) permitted Guests per household.
- Tennis and Pickleball Courts - Three (3) permitted guests per household.
- Fitness/Yoga rooms - One (1) permitted guest per household.

Enforcement of this policy is at the sole discretion of the J Club or JCA staff. Members are responsible for their guests' conduct, and guests must adhere to the same policies and expected behaviors in accordance with this Agreement.

## **17. Pool Specific Rules**

### **POOL SEASON**

Weather permitting; the pool will open from May 15 to Oct. 15 (Low temperatures must be above 45 degrees at night for an average of five (5) days for pool opening.) During pool season, the hours of pool operation are from 5 a.m. to 10 p.m.

The following pool specific Rules apply at J Club:

- (a) There is no lifeguard on duty at the pools. Members and their guests swim at their own risk and hold harmless J Club, LLC, Jasper Community Association, Inc., Cohere Life, Inc., Cohere Partners, Inc., Cohere Realty LLC, Jasper EcoDev LLC, Iron King Holdings LLC, and Arizona Eco Development, LLC and their respective directors, officers, managers, trustees, agents, employees, and volunteers in the event of injury.
- (b) Swimming alone is dangerous and discouraged. No one under the influence of alcohol or illegal/controlled substances shall be permitted to use the pool.
- (c) Keep gates closed; do not prop open. Be sure gate is locked behind you when entering or leaving the pool areas.
- (d) Always use caution around pools.
- (e) Goggles or swim masks with glass lenses are not permitted.
- (f) No glass containers are allowed within the pool areas.
- (g) No tobacco, alcohol, candy, chewing gum, food or beverage of any kind are allowed in the pool.
- (h) Incontinent swimmers must wear a swim diaper.
- (i) No diving, flipping, running, pushing, horseplay or throwing people or objects into the pool is allowed. Spitting, spouting water, blowing noses or discharging bodily wastes into the pool(s) is strictly prohibited. Persons with sore or inflamed eyes, colds, nasal or ear discharges, boils or other acute or obvious skin or body infections, or cuts shall not use the pool.
- (j) Noise must be kept at respectful levels at The Amenity. Loud or foul language and loud sound-producing equipment is not permitted in the swimming pool areas.
- (k) No bicycles, skateboards, scooters, hover boards or similar equipment are allowed in the pool areas at any time.
- (l) Pool play equipment including sunbathing mattresses, pool noodles, footballs, beach balls, water guns, water balloons, and other play equipment are not permitted at any time. Sometimes, Management may provide play equipment for special events. The foregoing prohibitions shall not include flotation devices or other equipment used in exercise classes, for training purposes or for lap swimming.
- (m) Only U.S. Coast Guard-approved (types I, II, III) personal flotation devices ("PFDs") are permitted in and around the pool areas.
- (n) Observe all safety regulations. Safety equipment is to be used only in emergencies.
- (o) Furniture is to be used only as designed – no stacking, standing on, building or playing with the furniture will be permitted. Furniture shall not be removed from its original location or placed in the pool.
- (p) For your safety, management may close the pools and ask all persons to vacate The Amenity at any time deemed necessary. Private party reservations and/or other



community-wide events taking place at The Amenity are subject to immediate postponement or cancellation due to unforeseen maintenance situations and conditions in instances including, but not limited to, severe weather conditions, cloudiness arising from such storms, situations that require pool closure such as bodily function incidents, or other unforeseen situations as required by Yavapai County Health Code and Ordinance.

- (q) Pool users shall always obey all posted Pool Rules, which are subject to change. Management has the authority and obligation to enforce pool rules and supervise the general conduct of pool users. Management may require that persons who violate the pool rules, engage in inappropriate conduct, vandalize property, enter without proper use of an assigned Card (e.g., climbing the fence or other improper behavior), stand or climb on buildings or equipment, or use inappropriate behavior as determined by Management or volunteers, be asked to leave The Amenity premises immediately and may have their access privileges suspended.
- (r) Operation of the pool lift(s) is the primary responsibility of the user or his/her caregiver. However, Management can provide instruction for operation.
- (s) Management may establish from time to time the rate of daily guest fees, charges, and the rules for use of the pools by guests.
- (t) Proper swim attire is required for entry into the pools. No street clothes, cut-offs, etc. may be worn while swimming in the pools.
- (u) WET SWIMWEAR AND BARE FEET ARE PROHIBITED IN THE CLUBHOUSE!
- (v) For health and safety reasons, it is **strongly recommended** that children under 4 years of age **NOT** use the hot tub. It is also strongly recommended that pregnant women and adults suffering from hypertension not use the hot tub.
- (w) Pets are strictly prohibited within the pool enclosure except for service animals.
- (x) If there is a lightning storm, all pool users must **LEAVE THE POOL ENCLOSURE IMMEDIATELY.**

Management reserves the right to change the Rules at any time.

## **18. Fitness Specific Rules**

A physician should be consulted prior to beginning any exercise and/or health program. Any instructions and/or suggestions made involving exercise and nutrition are neither diagnostic nor prescriptive. Each person should evaluate any such instructions or suggestions with a physician or independently. Each household may sponsor one (1) guest in the Fitness Room and Yoga Room. All guests must be accompanied and supervised by the sponsoring Member.

- (a) All persons using the fitness facilities do so at their own risk. Each Member and each permitted guest hereby voluntarily assume all risk of injury, accident, death, loss, cost, theft, or damage to his person or property which might arise from the use of The Amenity and services.

- (b) All fitness classes and times shall be determined by Management and may be changed.
- (c) Personal exercise or sports trainers or instructors not retained by J Club or the JCA are not permitted to conduct personal exercise training programs at the fitness facility.
- (d) Except for yoga, pilates or other activities or classes that are conducted without shoes, rubber soled shoes that cover the entire foot must be worn. For health and safety reasons, sandals, open toed shoes, spiked shoes, flip flops, and work boots are not permitted.
- (e) Shirts, bottoms and other appropriate fitness attire must be worn at all times.
- (f) Food is not permitted in the fitness area. Water or other non-alcoholic drinks in closed containers are allowed. No glass containers are permitted.
- (g) For the health and safety of others, please wipe down equipment after each use.
- (h) Cover all open wounds.
- (i) Please be considerate of others in the fitness area. Cell phone use, including photography and videography is not permitted. Phones must be in silent mode.
- (j) If someone is waiting to use the same equipment or machine, please limit the workout time to 30 minutes. Surrender equipment in between sets if others are waiting.
- (k) If there are problems with machines or equipment, please report them to the front desk while it is staffed or via the Jasper Community Concern Form.
- (l) Please do not use any equipment that has an "Out of Order" sign. **Use fitness equipment at your own risk.**
- (m) Please use gloves (no chalk). Do not lean or set weights on benches. Please replace equipment/weights after use.
- (n) Any Resident or guest who by his/her conduct or demeanor interferes with the use and enjoyment of The Amenity by other Residents, guests or who interferes with the orderly maintenance, safety and operation of The Amenity or who does not respond to staff or volunteer directions may have his or her amenity access suspended or revoked.
- (o) No dropping of weights or slamming of weight stacks in the fitness area.

## 19. Other Specific Rules

Other areas at J Club, including Tennis & Pickleball Courts may have Rules posted. Rules are subject to change as determined appropriate by Management in its sole discretion. No bicycles, skateboards, scooters, hover boards or similar equipment are allowed on J Club sidewalks.

## 20. Video Surveillance

Video surveillance will be in use in public spaces at The Amenity solely to document vandalism incidents and not monitored to ensure the safety of residents or guests. Videos are recordings

only and may be reviewed and used by Management and/or police department to address rule violations, behavior concerns, or illegal activity. Video recordings will not be released to Residents or their guests. Incident Report forms are available from Management and should be completed in all instances of a concern. A police report should be filed for all dangerous or criminal activity occurring at The Amenity with a copy provided to Management as soon as possible.

## **21. After Hours Contact Information**

In an emergency when life-threatening or property damage may be involved, please call 911 immediately. Report dangerous or criminal activity to the Prescott Valley Police Department at 928-772-9261. If your Brivo pass or Card is not working, you must contact the J Club during regular business hours at 602-767-7238 or [jasper@coherelife.com](mailto:jasper@coherelife.com). If you see a concern in a common area after hours (from 8 p.m. to 8 a.m.) please call the after-hours emergency service at 928-224-1402.

## **22. Good Standing and Discipline**

### **22.1 Good Standing.**

A Member shall cease to be in "good standing" upon the Member's or the Member's guest, authorized user or designee doing or allowing any of the following:

- (a) Failure to pay to the Club any fees, dues, or other charges, or any installment thereof, on or before the due date;
- (b) Nonpayment of any sums due from any Member under the Declaration or any other violations under the Declaration;
- (c) Permitting the use of an Access Card by someone other than the person to whom it was issued;
- (d) Failure to accompany a guest when required while using The Amenity.
- (e) Violation of this Membership Plan for Jasper Community Club and Club Access Pass Agreement or any of the Club Rules, verbal or physical abuse or harassment of Club personnel, or intentionally cheating or violating the Club's etiquette policies in Club organized events;
- (f) Conviction of a felony or of any crime involving moral turpitude, or a determination by club Management that the person was convicted of a felony or such a crime prior to Management's approval of his or her Membership and failed to disclose such conviction prior to such approval;
- (g) Commission of any act (on the Club premises or in the community) which Management determines to be inconsistent with this Membership Plan or any of the Club Rules, the general decorum or familial atmosphere of the Club, or not in the best interests of the Club, or to be detrimental to or likely to endanger the welfare, safety, harmony or good reputation of the J Club, the JCA, Management or any of their affiliates, agents, members, or managers, or any Member.

## 22.2 Discipline.

**(a) Sanctions.** If Management determines, in accordance with the procedures set forth below, that any Member is no longer in good standing due to J Club or JCA compliance issues, Management may impose such sanctions as it deems appropriate. Such sanctions may include monetary fines, reprimand, reimbursement of expenses, temporary suspension of membership privileges, or expulsion of membership. Any temporary suspension of membership privileges shall be for such period as Management deems appropriate. There is no limitation on the potential duration of any suspension of membership privileges. Management may also suspend a Member's guest, authorized user or designee as it deems appropriate. Management may suspend the use of all or portions of the Amenity, as determined by Management.

A suspended Member shall remain fully liable for all dues, fees, and other charges accruing during any period of suspension.

Suspension or expulsion of a Member's rights due to Management's determination that the Member is not in good standing shall also suspend all rights of the Member's family, authorized users or designees.

A Member whose use privileges are suspended or who is expelled pursuant to this Section shall not be entitled to use the J Club as the guest of another Member.

**(b) Notice and Hearing.** Management shall provide written notice to any Member regarding the suspension or expulsion of the Member or suspension the Member's guest, authorized user or designee. Except as set forth below, Management shall not suspend the rights of a Member or the Member's guest, authorized user or designee or expel a Member without prior notice to the Member specifying the basis for the suspension or expulsion and informing the Member of an opportunity to be heard and to show cause why he or she should not be disciplined.

If the Member requests a hearing in writing within ten (10) calendar days after receipt of such notice, Management shall set a time and date for a hearing and shall provide at least ten (10) calendar days' prior written notice thereof to the charged Member. The hearing shall be held before a representative of J Club LLC (the "**Arbitrator**"). At such hearing, the Member may make a statement and present any evidence or witnesses supporting the Member's position. The Club's general policy shall be that neither the Management nor the charged Member shall have counsel present at such a hearing.

The hearing shall be conducted in accordance with the following:

- (1) Only Management's representative, the charged Member, and those persons who, in the discretion of Management, have relevant information to share concerning the charges or the good standing of the charged Member may attend.
- (2) Management 's representative, if any, will present its arguments for sanctions against the charged Member. The Management's

representative shall name the complainants and witnesses who are to testify regarding the charged Member's conduct and in support of Management's charges.

- (3) The charged Member shall have an opportunity to be heard orally or in writing, to present witnesses, produce any statement or evidence on his or her behalf, confront the Management's witnesses, and refute the claims of complainants.
- (4) The Management's representative and the charged Member each shall be afforded a reasonable opportunity to present relevant matters. The charged Member shall have the same amount of time to present his or her matters and confront the Management's witnesses and complainants as the Management's representative uses to present the matters it deems relevant; however, neither presentation shall exceed one (1) hour unless the Arbitrator, in its discretion, determines that more time is necessary to present relevant matters. The amount of time that the Management's representative uses to pose questions to those in attendance shall not be charged against the time allotted to either.

The Arbitrator shall notify the Management of its determination that the charged Member is or is not in good standing and what sanctions, if any, are appropriate. Management shall notify the charged Member of the Arbitrator's determination and the sanction, if any, to be imposed, within ten (10) days following the date of such hearing.

Any imposed suspensions will start after all appeals are completed. However, Management may immediately suspend the rights and privileges of a Member or a Member's guest, authorized user or designee when, in its sole discretion, Management determines that such Member's or guest's, authorized user's or designee's conduct, if repeated, would pose a threat to the welfare and safety of the J Club or its Members, guests, or employees, or that the time period involved in complying with the hearing procedure set forth above would render such hearing procedure ineffective to address or prevent a recurrence of such Member's or guest's, authorized user's or designee's conduct within such time period, or in the event that such Member has unpaid dues, fees or other charges.

In case of immediate suspension, the Member involved shall have the right to appeal his or her suspension or the suspension of the Member's guest, authorized user or designee. To perfect this right, a written notice of appeal must be received by Management within ten (10) calendar days after the date of suspension. If an immediate suspension is appealed, Management shall comply with the applicable notice and hearing procedures set forth above, and the validity of the suspension shall be determined by the Arbitrator. If an immediate suspension is not appealed, Management shall review the facts surrounding the suspension to determine the length of the suspension or if further disciplinary action is necessary.

## **23. Dues Fees and Charges**

**23.1 Initiation Fee.** Each person who acquires a J Club membership will be required to pay an initiation fee determined by J Club sometimes. The current initiation fee is indicated on J Club's current schedule of fees. Except as may be otherwise specifically provided herein or as determined by J Club, all initiation fees are non-refundable.

**23.2 Membership Dues.** All J Club members must pay fees, dues, charges and assessments (collectively "Dues") to J Club in such amounts and at such times as are established by J Club. The amount of Dues charged by J Club is subject to change by J Club from time to time and is at J Club's sole discretion. Unless J Club indicates otherwise, Dues will be payable monthly. The current Dues are indicated on J Club's current schedule of fees. Except as may be otherwise specifically provided herein or as determined by J Club, all Dues are non-refundable.

**23.3 Billing and Delinquencies.** Billing for the J Club will be administered by JCA. If a Member's JCA account and/or J Club account falls delinquent, access to The Amenity may be suspended pending receipt of full payment (inclusive of any late, collection and legal fees) to bring the Member's account(s) current (regardless of whether a Member's home is currently occupied by tenants in possession of the Card(s)) in accordance with this Agreement, J Club Rules, the Declaration or the JCA Delinquency Policy. Pursuant to Article XV of the Declaration, if a member is ninety (90) or more days delinquent in J Club Dues, upon written notification from J Club, JCA will pay such Dues on behalf of the member. Any such amounts paid by JCA shall be levied as a JCA benefitted assessment against such member in accordance with Section 8.5 of the Declaration. J Club may enter into agreements with JCA regarding the payment and collection of delinquent Dues, initiation fees or other J Club charges pursuant to Article XV of the Declaration. J Club may, in its discretion, initiate its own efforts to collect delinquent Dues in addition to procedures set forth in Article XV of the Declaration.

I acknowledge having received and read this Agreement and by signing below agree to abide by terms of this Agreement, for myself, on behalf of my guests, authorized users, designees or minor children, if any.

Signature of Member

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Date: 

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Printed Name

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Signature of Spouse

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Date: 

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Printed Name

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Parent/Guardian: I verify that I have the authority to enter into this Agreement on behalf of any minors listed below and I agree to be bound by all terms and conditions of this Agreement.

Name and Date of Birth of Minor(s) in Member's Household:

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## BRIVO PASS ADDENDUM

Name	Phone Number	eMail Address	Date of Birth*

\*All household members requesting Brivo access must be 18 years of age or older.