

Member #:

## MEMBERSHIP APPLICATION



1. Name: \_\_\_\_\_  
Last First M.I. Sex

2. Name: \_\_\_\_\_  
Last First M.I. Sex

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-Mail: \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_

Cell Phone ( ) \_\_\_\_\_

Fax Phone ( ) \_\_\_\_\_

Business Name \_\_\_\_\_ Profession \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth \_\_\_\_\_

Referring Member \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_

Business Phone ( ) \_\_\_\_\_

### Membership Class:

**Regular Flag Corporate Non-Resident Honorary**

How Did You Hear About The Club? \_\_\_\_\_

**Send Correspondence To: Home Business/Office**

### CREDIT CARD/ATM PAYMENT PROGRAM

CREDIT CARD # \_\_\_\_\_

3/4 DIGIT CODE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

BANK NAME \_\_\_\_\_

NAME ON ACCOUNT \_\_\_\_\_

I agree the above listed information is correct I authorize the Club to make my monthly dues/payments from the above account. This authorization for automatic payments will remain in effect until I provide the Newport Beach Yacht Club with alternate banking/credit card information.

Member Signature \_\_\_\_\_

### FEES & PAYMENTS

Initiation Fee \$ **1500.00** \_\_\_\_\_

Monthly Dues \$ **140.00** \_\_\_\_\_

Prorated Dues \$ \_\_\_\_\_

First Month Dues \$ \_\_\_\_\_

Prepaid Dues x \_\_\_\_\_ Months \$ \_\_\_\_\_

Monthly Food/Beverage Requirement \$ **100.00** \_\_\_\_\_

**Total DUE \$** \_\_\_\_\_

### PAID BY:

**CASH/CHECK VISA/MC AMEX DINERS CLUB DISCOVER**

**Three-Day Cancellation Right.** You, the buyer, may cancel this Agreement at any time prior to midnight of the third business day "excluding Sundays & holidays) of the Club after the date of this Agreement. To cancel this Agreement, mail or deliver a signed and dated notice which states that you, the buyer, are canceling this Agreement, or words of similar effect. Such notice shall be sent to Newport Beach Yacht Club, 1099 Bayside Drive, Newport Beach, CA 92660.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Buyer, Individually, And As Agent For Additional Members Listed Above.

\_\_\_\_\_  
Club Representative Approval

\_\_\_\_\_  
Signature/Name

\_\_\_\_\_  
Date of Agreement

**Your Membership Begins On The Date The Membership Agreement Is Signed.** Governing Law: This Agreement shall be construed in accordance with the laws of the State of California with jurisdiction and venue deemed proper in Orange County.

# MEMBER AGREEMENT

In applying for membership, the applicant agrees that tenure of membership and the right of all persons entitled to use, through the applicant's membership, any facilities of the Club, shall be governed by the bylaws and house and ground rules of the Club adopted and as the same may be hereafter amended. The applicant further states that his application/agreement is made with complete understanding of the privileges and restrictions governing the class of membership for which this application is made.

Member's attire shall at all times conform with good taste for a private club atmosphere and shall be strictly enforced by Club staff. Swim trunks, bathing suits and bare feet are not permitted in the Club lobby, member's lounge, restaurant, terraces or tennis courts.

Fitness and/or sportswear attire while utilizing the fitness facilities, classrooms, tennis courts and pool areas shall be consistent with the Club's policy for good taste. Gym workout attire should be free from rips or tears and be freshly laundered. Proper gym shorts, "T" shirts, and tennis or other types of athletic shoes are acceptable. Tank tops on men are not acceptable. Women are required to wear sports or jog bras in addition to proper gym attire.

The restaurant, tennis courts and/or terrace areas of the Club, from time-to-time, are reserved for private parties, weddings and other social events (for both members and non-members). When the terrace is reserved for a private event, tennis and fitness members must use the elevators or east stairwell or by-pass the terrace/restaurant area by using the stairwell at the west end of the terrace leading to the second floor to reach the lobby and exit the club.

Membership cards are issued to members only. Please display your card at the Club reception desk in the main lobby each time you enter the Club. Your card is not to be used by your friends or relatives. Infraction of this rule will result in immediate expulsion from the Club. Lost cards can be re-issued and are replace with \$10 replacement fee.

A member's guest may enter the Club by first registering at the Club reception desk prior to entering. All guests must be accompanied by a member, unless otherwise authorized by a club manager. Guest must be at least 16 years of age to participate in Club facilities (unless otherwise noted for Tennis Memberships). Guests under the age of 18 must be accompanied by a parent or guardian. A guest fee must be paid upon registering unless otherwise authorized by a club manager) and members are responsible for the appropriateness of their guest's attire and conduct in the Club. A guest may visit the Club (as a guest of a member) no more than 1 time month.

For your protection, do not bring valuables into the Club. Lockers do not necessarily protect your valuables. Please keep your locker key in view at all times, do not leave it attached to your towel. A replacement fee is charged for all lost locker keys. Any personal items left in the lockers overnight (except for padded lockers) will be removed by the management and moved to lost and found.

The Club is not responsible or liable to members or their guests for articles damaged, lost or stolen in or about the Club, in lockers, or for loss or damage to any property including but not limited to automobiles and the contents thereof. Lost and found articles are placed in public area, while jewelry, wallets and electronics are kept in the managers office or in the Club safe and may be claimed in person only, items cannot be identified over the phone. The Club will not store personal belongings for members in the Club for a lengthy period of time.

Children under the age of 16 are not allowed in The Sports Center facilities with exception of Family Days that are announced/posted in the Club/Club Newsletter. On such family days, children under age may visit the Club free of charge and be accompanied by a parent or legal guardian at all times. Children over age three (3) are not allowed in opposite sex locker rooms. Please comply with all posted signs for Family Days. Children of appropriate tennis-playing age, under the age of 16, may utilize the tennis facilities, not Sports Center facilities.

Tennis Courts are on a reservation basis and may be reserved by tennis, members only and at times consistent with their respective membership privileges. Tennis members may reserve one court per day, but are entitled to unlimited use of any court not otherwise reserved. A member is subject to lose his/her reservations privileges for failure to notify the Club of his/her cancelled reservation at least four hours prior to court reservation time. Reservations are accepted 72 hours in advance beginning at 8:30 a.m. Members are required to give their name, membership number and name of The person/persons they are playing with and

membership numbers if they are members of the Club. Fitness members can reserve a court on a walk-in-basis and for a fee of \$15 per court hour. Any Fitness member found playing on a court without paying fees will be expelled from the Club.

Please consult the back of your Membership Agreement, Club staff, and signs posted throughout the Club for rules and etiquette and safety in classes. Keep the following class rules in mind; Always follow the instructor as closely as you can and do not attempt to do your own routine. Be considerate of fellow classmates' space adjacent to yours. Hand held weights are not permitted in high impact classes or on Spin bikes. All equipment (steps, weights, mats, etc.) must be returned to proper storage areas after class is over. Arrive to class on time. Some classes may require pre-registration. Be aware of postings for all class rules and regulations. Please consult the Group Exercise class Schedule for class times and descriptions.

Weight Training Gym, Cardiovascular and Aerobics Class areas. Please follow these common rules of etiquette; 1. Please allow other members to "work-in" on a piece of equipment that you are utilizing when ever possible. 2. Please limit your cardiovascular workout to 30 minutes if others are waiting. 3. Outside Private Trainers are not allowed in the Club; all personal training and instruction is to be given by Club trainers only. 4. Personal equipment and belongings are not allowed in either of the above mentioned areas (i.e. gym bags, purses, personal athletic equipment etc.). 5. Do not use dumbbells on the cardiovascular equipment. 6. Please return your weights to the racks when you are finished using them. 7. Use a towel to wipe down the equipment after use. 8. Food and beverages are not permitted in these areas if not contained in a sports-top bottle. 9. Please use a spotter while lifting heavy weights. 10. Do not drop or throw free-weights or weight plates. 11. Chalk is not allowed. 12. Please exit the exercise areas of the Club at least 1/2 hour prior to posted closing time of the day.

The Club will take messages for members and leave them in the membership computer system at the Main Lobby Reception Desk. The club does not page members, nor can it accept packages or delivery for members.

Please remember to inform the Club of any address changes. Any notice shall be considered delivered when mailed to the address as it appears on your membership application or as subsequently changed by other written notices to the Club.

Members may not advertise or post notices in and around Club (unless as instructed in the Club newsletter publication).

Monthly dues and other charges are debited from members accounts via an electronic fund transfer system on a monthly basis and reflect that month's dues and any prior month's charges.

The Club has the right to change Club operational hours as member utilization dictates.

Membership charges and fees for services are subject to change as deemed necessary by the Club.

In the event it is determined advantageous to the Club and its membership to expand the facilities thereof. The Club may temporarily close (or certain areas of the Club) for construction and will make reasonable efforts to substitute another facility for its members until such construction is completed.

Smoking is not permitted inside the Club Building.

Leave of absence (see Agreement Section 13) may be granted at the Club's discretion.

The Club has the right to suspend or terminated any member from their club membership who is, sexually harassing, loud/offensive, uses profanity, is bothersome to other members/employees or who behaves in any unbecoming manner or who is cited for any infraction of the Club Bylaws. In the event of termination, the unused portion of advance payment shall be forfeited to the Club.

The Club must be notified, in writing, 30 days prior to your cancellation request date (see Agreement Section 7).

The Bylaws herein are not inclusive. Signs posted in the Club will also be considered to be part of these Club Bylaws.

I HAVE READ AND AGREED TO THE ABOVE LISTED INFORMATION

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_





## MEMBER BYLAWS

A. In applying for membership, the applicant agrees that tenure of membership and the right of all persons entitled to use, through the applicant's membership, any facilities of the Club, shall be governed by the bylaws and house and ground rules of the Club adopted and as the same may be hereafter amended. The applicant further states that his application/agreement is made with complete understanding of the privileges and restrictions governing the class of membership for which this application is made.

B. Member's attire shall at all times conform to good taste for a private club atmosphere and shall be strictly enforced by Club staff. Swim trunks, bathing suits and bare feet are not permitted in the lounge, restaurant or Dockside room. Baseball caps of any sort shall not be permitted in the restaurant.

C. The restaurant, lounge, and other areas of the Club, from time-to-time, are reserved for private parties and other social events (for both members and non-members). When the Club is reserved a notice will go out to all members as well as placed throughout the Club to inform members of such closing.

D. Membership cards are issued to members only listed on the application. Please have your membership card available while frequenting the Club.

E. All guests must be accompanied by a member, unless otherwise authorized by a club manager. All guests must sign in accordingly at the entrance in the designated area. Guests under the age of 18 must be accompanied by a parent or guardian. Members are responsible for the appropriateness of their guest's attire and conduct in the Club. Children are not permitted to play and roam unattended in the Club, deck patio or parking lot. Parents, or others, bringing children must keep them in their immediate presence and control at all times.

F. The Club is not responsible or liable to members or their guests for articles damaged, lost or stolen in or about the Club, or for loss or damage to any property including but not limited to automobiles and the contents thereof. Lost and found articles are placed in the manager's office and may be claimed in person only, items cannot be identified over the phone. The Club will not store personal belongings for members in the Club for a lengthy period of time.

G. The parking lot is reserved for members only. All members' cars must display a club window sticker or risk being towed. No overnight parking.

H. Members or their guests may not bring their own beer, wine or liquor onto Club premises. No one under 21 years of age is allowed to consume alcoholic beverages on Club premises.

I. The Club provides facilities for incoming telephone calls. Use of cellular phones in the Dining Room is prohibited.

J. No pets allowed inside the Club, patio, restaurant or Dockside room (with the exception of certified Service Dogs).

K. The Club does not page members, nor can it accept packages or delivery for members.

L. Please remember to inform the Club of any address changes. Any notice shall be considered delivered when mailed to the address as it appears on your membership application or as subsequently changed by other written notices to the Club.

M. Members may not advertise or post notices in and around Club unless first approved by management.

N. The Club has the right to change Club operational hours as member utilization dictates.

O. Membership charges and fees for services are subject to change as deemed necessary by the Club.

P. In the event it is determined advantageous to the Club and its membership to expand the facilities thereof. The Club may temporarily close certain areas for construction.

Q. Smoking is not permitted inside the Club Building.

R. Leave of absence may be granted at the Club's discretion.

S. The Club has the right to suspend or terminate any member from their club membership who is loud/offensive, uses profanity, is bothersome to other members/employees or who behaves in any unbecoming manner or who is cited for any infraction of the Club Bylaws. In the event of termination, the unused portion of advance payment shall be forfeited to the Club.

T. The Club must be notified, in writing, 30 days prior to your cancellation request date (see Agreement Section 6).

U. The Bylaws herein are not inclusive. Signs posted in the Club will also be considered to be part of these Club Bylaws.

I HAVE READ AND AGREED TO THE ABOVE LISTED INFORMATION.

PRINT NAME

SIGNATURE

DATE