



CITY of CALABASAS



OPEN PLAY & WEIGHT ROOM MEMBERSHIP

MEMBERSHIP TERMS & INFORMATION

27040 Malibu Hills Rd. | Calabasas, CA 91301 | 818-479-8180

I. NATURE OF MEMBERSHIP

- A. Gym 2 Gym Memberships are mere licenses which give the holder thereof the revocable right to use and enjoy use of the weight room facility during open hours, gymnasium during open-play hours, and priority registration for classes offered at the Calabasas Community Center (“the CCC”), excluding events, camps, and leagues unless stated otherwise in membership classification.
- B. All memberships subject to the Rules and Regulations established from time to time by the City of Calabasas, as more specifically set forth in the Calabasas Community Center Rules and Regulations. It is expressly agreed and understood that the holders of licenses in the form of memberships shall neither individually nor collectively have any proprietary right or interest in or to any of the properties, assets, premises, or any other thing or matter whatsoever with respect to the CCC or its facilities, or the operations of the CCC. Memberships and membership cards are not transferable.

II. MEMBERSHIP CATEGORY

- A. **Adult Individual Monthly Membership.** An adult individual membership shall consist of an individual, whether married or not, age 19-49.
- B. **Family Monthly Membership.** A family membership shall be defined as a primary member and their spouse/significant other, if applicable, and all of their dependent children under twenty-three (23) years of age all residing at the same residence. Once dependent(s) turn 23 years of age, they will have 30 days from their birthdate to move to their own membership. If move is not made within 30 days of their 23rd birthday, they will be removed from the membership.
- C. **Youth/Teen Monthly Membership.** Any individual between 3 and 19 years old.
- D. **Senior Individual Monthly Membership.** Any individual over 50 years of age.

III. ELIGIBILITY

- A. Anyone shall be eligible to join the Center without regard to race, color, national origin, gender, age, religious preference or county of residence.
- B. Anyone shall become a member after completing the registration and paying the appropriate fees. There are limits to the number of memberships the CCC can accept. When that number is reached, new applicants will be placed on a waiting list on a first-come, first-served basis.

IV. MEMBERSHIP DUES AND SERVICE FEES

- A. The CCC shall, from time to time, fix the amount and terms of payment for goods and services identified in Article I "Nature of Membership". The CCC reserves the right to change the amount of the dues, given thirty (30) days written notice. The CCC may assess additional charges for membership status changes, replacement cards, and returned payments. All dues, fees for other services and obligations owed to the CCC by a member shall be due and payable on the first day of each month and shall be delinquent if not received by the second (2nd) of each month.
- B. **Auto Renewal.** A member using Auto Renewal has authorized their bank to pay membership dues and other charges on the first day of each month. If funds cannot be collected when payment is due, the member will be charged any service fee which the member's bank may charge, and the member will be responsible for full payment of the amount due. Failure to make payment on or before the second day of the month will result in immediate suspension of membership until such time as payment is made.

V. MEMBERSHIP CARDS

- A. Each member shall be issued a membership card and must be in possession of said card while in the CCC weight room gym or while participating in open-play gymnasium sports.
- B. Members are not to lend or give their card to others for any reason. Violation of this rule can result in membership cancellation. Management reserves the right to ask anyone on CCC premises for verification of identity.
- C. Lost or stolen cards must be immediately reported to the Customer Service Desk at which time a new card will be ordered for an \$11.00 replacement fee.

VI. RULES AND REGULATIONS

- A. A holder of a membership and all persons entitled to privileges under said membership shall abide by and fully comply with the Calabasas Community Center Rules and Regulations which are, from time to time, adopted by the City with respect to reasonable and safe use and enjoyment of the facilities of the CCC. A current copy of the Rules and Regulations can be found on the CCC's website, www.cityofcalabasas.com/CCC.

VII. TERMINATION OF MEMBERSHIP

A. Voluntary Resignation

1. A member who is in good standing and current in all obligations to the CCC may resign at any time by completing a Membership Action Request Form at the CCC or by submitting written notice of resignation by the twentieth (20th) of the month to the CCC. It will be the responsibility of the member to follow up on written termination requests which are sent in via mail or e-mail.
2. Written resignation received on or before the Twentieth (20th) day of the month will be effective at the beginning of the following month.
3. Prior to final termination of the membership, the member must have turned in all membership cards and paid any amount owing on the member's account with the CCC. Except as herein otherwise specifically provided, a membership termination is not retroactive, and a terminated member shall not be entitled to a refund of any part of the paid monthly dues.

4. Non-usage of the CCC and/or non-payment of dues are not methods of terminating a membership by a member, and therefore are not entitled to a refund of any type.

B. Involuntary Resignation.

A Gym 2 Gym Membership may be revoked and the rights of any person or persons entitled to privileges under that membership can be terminated for, but not limited to:

1. Committing a felony or a misdemeanor on CCC premises
2. Repeated or egregious violation of the Calabasas Community Center Rules and Regulations

VIII. PROCEDURE FOR REVOCATON

A written notice of revocation shall be delivered by certified mail to the terminated member. Upon revocation, all past fees and monthly dues paid by the member are forfeited to the CCC and the member shall thereafter have no rights or privileges to the CCC weight room gym or open-play gymnasium. Revocation does not prejudice or affect in any manner The CCC's right to collect a delinquent indebtedness in any legal way.

IX. ENTIRE AGREEMENT; AMENDMENT

Each membership incorporates the Rules. The membership application form and these Rules, as presently enacted or hereafter amended, constitute the entire agreement between each member and the CCC. None of these documents, nor the rights and obligations they create, may be modified orally. These Rules may be modified, amended, altered or repealed at any time at the City's sole discretion, and may be supplemented by the posting of appropriate information at the CCC and/or online at www.cityofcalabasas.com/CCC.