

RULES

I. Liability

By commencing or continuing membership, by paying annual dues, and by participating in any activities of the Crestmoor Community Association (CCA) or using any facilities of CCA, each Member signifies understanding and agreement to be bound by the Bylaws of CCA and these rules (the "Rules"), including the release and liability terms set forth as follows. All Members of CCA must understand and acknowledge that participating in swimming, diving, and tennis activities includes a risk of physical injury to any individual participating in such activities. Thus, all Members and all guests of Members expressly assume all such risks and fully exempt, release and discharge CCA, its officers, agents, directors, and employees from and against any and all liability, claims, settlements, damages, costs, expenses or causes of action of any kind or type whatsoever arising out of or relating directly or indirectly to any loss, harm, damage, injury, death or otherwise while upon the premises of CCA or while participating anywhere in any CCA activity or using CCA facilities, including when such loss, damage, injury or death results from negligence of CCA, except when such loss, harm, damage, injury or death results directly and proximately from the gross negligence, willful misconduct, or intentional misconduct of CCA officers, agents, directors, or employees.

II. House Standing Rules

A. Notice of Rules

Each Member of CCA has an obligation to become familiar with these Rules and to abide by them. The officers of CCA shall provide for enforcement of the Rules and impose impartial penalties for violations. Complaints or suggestions must be signed and must be sent to a Board member. They should be addressed to the Rules and Personnel Committee for general matters, the Swimming Committee for swimming matters, and the Tennis Committee for tennis matters.

B. Amendments; Conflicts

The Board of Directors shall have full power to amend these Rules at any time by posting the amendment in any CCA publication, on the CCA web site, or on the Bulletin Board. In the event of any conflict between these Rules and the Bylaws, the Bylaws shall control. In the event of any conflict between these Rules and any policies or procedures, these Rules shall control.

C. CCA and Member Property

No Member or guest shall remove any article belonging to CCA from the grounds. Property of CCA that is removed, damaged, or destroyed by a Member or guest will be replaced at the Member's expense, and charges will be billed to the Member's account. CCA is not responsible for loss or damage to personal property left on the grounds.

D. Discipline

Whenever, in the judgment of the Board, any Member has violated these Rules or the spirit of these Rules, the Board is authorized to suspend or limit any of the privileges of such Member or to execute such other disciplinary measures as the Board may deem advisable, including termination of membership, upon sending written notice giving such opportunity to be heard as the Board may deem appropriate for the matter. See Section IV.D, IV.E, and IV.F below.

E. Committee Authority

Rules governing the use of the pool or the tennis courts shall be under the control of the Swimming Committee and the Tennis Committee, respectively. This includes charges for supplies and services. Such charges shall be uniform for all Members. The Grounds Committee shall regulate the use of Members' own broilers, grills, etc., to be brought on the grounds.

F. General Rules

1. All Members and guests must register at the gate by name and membership number.
2. Children 8 years of age and under must be properly supervised at all times. Children under 12 years of age must be properly supervised during Family Nights and Club Nights.
3. Other than in their capacity as lifeguards, coaches, or teachers, CCA employees are not responsible for overseeing Members' children or guests. Parents are requested to instruct their children and guests to observe these Rules and any other rules posted on the CCA premises, and to obey the instructions of the General Manager and staff. Further, Members are responsible for their children's and guests' compliance.
4. All Members, guests, staff, and other users of CCA facilities and grounds must place trash and recyclables in provided receptacles.
5. Games must be kept in areas designated by staff. No lacrosse balls are allowed on CCA grounds.
6. Bicycles, scooters, roller blades, and skateboards must be walked, not ridden, when inside the fenced area of CCA, and must be placed only in area(s) designated for them. The Board recommends that children walk their bicycles, etc., to the corner before riding.
7. Employees of CCA may not be sent off CCA grounds by Members unless permission is obtained from the Manager on duty.
8. Dogs and other pets are not allowed on CCA grounds, with the exception of designated CCA-sanctioned events.
9. No reprimand shall be given to CCA employees or volunteers by Members other than officers or a Board member acting within the scope of their designated responsibilities.
10. No notice shall be posted on CCA property without consent of the Board.
11. The use of profane, obscene or abusive language on or around CCA grounds is expressly prohibited.
12. Lost articles not claimed may be disposed of at the discretion of the General Manager, staff, or Board.
13. CCA does not have a reciprocal arrangement with any other club.

14. Members are asked to respect the closing hours of the CCA grounds and leave promptly so that the staff can clean up for the next day or for private or CCA-sponsored parties.
15. The possession, consumption, use, display, transfer, distribution, sale, transportation or growing of marijuana and other controlled substances (other than by medical prescription) on CCA grounds is expressly prohibited.

G. Guest Rules

1. All guests must be signed in and all applicable guest fees must be paid by the host Member.
2. Please be considerate of other club Members and limit the number and frequency of guests. If the guest policy is abused or deemed to be over-utilized by individual Members, the board in conjunction with the General Manager reserves the right to limit guests of Members.
3. In order to maintain a safe ratio of employees to club users, Members or any group of Members acting together must make prior arrangements with the General Manager at least one week in advance to invite any group of ten or more guests. A \$200 penalty per Member as well as applicable party and guest fees will be assessed to all Members who violate this policy.
4. A guest will be admitted when signed in by a host Member, and guests must be accompanied at all times by the host Member. Telephone sign-in is not permitted at any time. For sign-in purposes, a Member is defined to mean any adult or child from a Member family. No charge will be levied for guests who are only spectators of tennis or swimming special events.

5. Guest Fees

	Week Days	Weekend Days	Weekly
Individual Charge	\$4	\$6	\$20
Family Charge	\$12	\$14	\$35
Babysitter Charge	\$4	\$6	\$30 monthly or \$75 for the season

6. Babysitters

A babysitter is one who cares for a Member's child or children while on the CCA premises. The babysitter must be 12 years of age or older. It is expected that a babysitter who is not a CCA Member will use the facilities only to the extent necessary to adequately supervise the Member children under their care. Babysitters who are not CCA Members are not permitted to bring guests to CCA. All babysitters must (a) register at the gate with their

name and the membership number of the children under their supervision, and (b) instruct Member children under their supervision to observe the Rules and all other rules posted on the CCA premises, and obey instructions of the General Manager and staff. The babysitter admission charge will be at the applicable daily, weekly, monthly or seasonal guest rate. Families are encouraged to pay by the month or season.

7. Family Nights and Club Nights

Family Night, on scheduled Wednesday nights, is open to all Members and guests. Guests must be signed in and guest fees apply. Club Night, on scheduled Sunday nights, is open to all Members and guests. Guests must be signed in and guest fees apply. No private parties may be scheduled on these evenings. All Rules are applicable on Family Night and Club Night.

H. Rules for use of the Pool

1. Swimming is allowed only when a lifeguard is on duty or at designated Adult Swim times at your own risk, after signing the "Pool Usage Without Supervision/Lifeguard Coverage Waiver and Release" document, required to be signed each year prior to usage. Adult swim (18 and over lap swim) designated times are 5:30 AM to opening; gates are to remain locked; and swimming alone is not allowed when a lifeguard is not on duty. (Specifically, you must have a buddy and a signed waiver if no lifeguard is on duty.) Failure to follow any of the Adult Swim time rules will result in a warning. A 2nd warning will result in Adult Swim privileges being revoked for the rest of the season.
2. No food or beverage is to be taken into the water.
3. Glass containers and glass bottles are not allowed in the pool area including the decks by all pools. Sunscreen must be in a plastic or metal container.
4. The wading pool is limited to the use of children age 6 or younger. All such children must be attended by a responsible person who is a minimum of 12 years of age.
5. All non-swimmers 10 years of age and under must be accompanied by an adult in the water when using the pools. Any child using a flotation device such as water wings must be accompanied by a swimmer 12 years of age or older, who must be in the water with the child. Flotation devices are prohibited in the deep end of the main pool. Non-swimmers may not use the deep end of the main pool. When a swimmer has demonstrated to a member of the swim staff that she or he can swim one length of the pool, that swimmer receives a CCA patch and may swim in any part of the pools.
6. During Family Nights and Club Nights, children under 12 must have an adult responsible for their welfare on the CCA grounds. Unsupervised children and their families may be asked to leave or not attend Family Nights and Club Nights.
7. All pools will be closed some mornings or afternoons for swim, diving, or synchronized swimming meets, as posted or otherwise advised by CCA staff.
8. Band-Aids and bandages are not allowed in the pool.
9. No gum chewing is allowed in the pool or pool area.
10. Running, pushing, and rough play are prohibited in the pool area.
11. During open swims, children may be required to get out of the pool for 15-minute periods if the staff believes it is necessary to maintain discipline or enable rest time.

12. Only one person may be on the diving board or water slide at a time.
13. Cross-pool swimming in the diving area is not permitted when the diving board or water slide is in use.
14. The pools will be cleared when lightning is in the area.
15. The pools will close when the temperature is below 60 degrees.
16. Only Nerf balls and beach balls are allowed in the pool area. No lacrosse balls are allowed on CCA grounds.
17. Rafts may be taken into the pools only at the discretion of the lifeguard on duty at each pool.
18. Members with specific medical conditions should inform staff of their particular situation.
19. All persons using the pools do so at their own risk. CCA will not be responsible or liable for any accident, injury, death or other damage in connection with such use.
20. Diving is prohibited in the shallow end of the main pool and in the recreation pool except in connection with supervised swim team activities and swim lessons.
21. Please obey all specific rules posted near the water slide.
22. All payments for Aquatics teams, lessons, and events, unless participants cancel their signup or reservation by the deadline date, regardless of whether they actually participate, are to be paid in full. Fees will not be refunded or prorated for missed sessions.
23. If space is available after Member children who have enrolled before the deadline are accommodated, children of non-Members may participate in swim/dive teams and lessons as follows (to ensure viability of the program, the synchronized swim team has the option of including additional non-Members if needed and is not strictly bound by the following). This policy applies to aquatics only. Please see tennis rules for tennis specific rules (Section II.I.5).
 - a. Member Grandchildren (as defined in Section IV.A.4) may participate in swim/dive teams.
 - b. Children of aquatics coaches and children of the Aquatics Director may participate in swim/dive teams. Other CCA staff interested in the swim/dive team should inquire with the aquatics chairs for consideration.
 - c. Children of waitlisted families, Categories I, II, III, and IV as defined in Rule IV.I.1 below, can participate on swim/dive teams and will be offered open spaces in accordance with their position on the membership waitlist. If additional spaces remain available, non-Members of the general public may be offered those spaces.
 - d. Swim/dive team fees will have two levels:
 - i. Tier 1: Members and coaches' children will pay the same fee, with the exception that the Aquatics Director's children will not pay a fee to participate.
 - ii. Tier 2: Children of waitlisted families defined in section c and Member Grandchildren will pay a different fee.

To preserve the emphasis on community at CCA, no more than 25% of registrants for any swim/dive team shall be Non-Member Aquatics Participants (including Member Grandchildren, children of coaches and children of waitlisted families).

- e. All Non-Member Aquatics Participants may use the CCA facilities only during, and for purposes of practices (including stroke clinics and other instructional offerings included as part of team participation), meets and events related to the Aquatics team for which they are registered. Non-Member Aquatics Participants' use of CCA facilities outside of team practices, meets and events will only be allowed as a guest in accordance with the generally applicable Guest Rules (including payment of a separate guest fee; the Member must be present while their guest is using the facilities). Non-Member Aquatics Participants are required to leave the CCA premises promptly following the conclusion of the team practice, meet, or event in which they are participating, unless they are signed in as a guest.
 - f. Non-Member Aquatics Participants shall not be permitted to bring guests to CCA at any time. Parents and care providers of Non-Member Aquatics Participants are permitted to remain on the CCA premises solely as spectators during the team practice, meet or activity for which the Non-Member Aquatics Participant is registered. However, spectators may not use the pools or tennis courts.
 - g. Swim/dive lessons are ONLY available to Members and Member Grandchildren.
 - h. Immediate family (including spouse or designated significant other and children) of the GM and the Tennis Director are not subject to swim/dive team fees and have access to the club as outlined in the GM and Director of Tennis Employment Contracts.
 - j. Non-Member Aquatics Participants shall be bound by the Rules and failure to abide by the Rules shall constitute grounds for revocation of a Non-Member Aquatics Participant's privileges to participate in aquatics activities and/or other disciplinary action pursuant to these Rules.
 - k. Former Non-Member swim/dive team participants who are not children of coaches/Aquatics Director or on the CCA waitlist defined in section c will not be "grandfathered" into the program.
 - j. Non-Member swim/dive participation will be re-evaluated on an annual basis.
- I. Rules for use of the Tennis Courts
- 1. Admittance
 - a. Each Member and/or playing guest shall (i) register at the entrance and (ii) check in with tennis desk personnel before entering the courts.
 - b. Only players and those receiving instruction will be allowed in the court areas.
 - 2. Reservations
 - a. Availability of the courts to all Members is a priority. Please make every effort to cancel any reservation that is not going to be used as early as possible and preferably at least one hour in advance.
 - b. Play on all courts, at all times, will be by reservation.
 - c. Reserved court time begins at 7 am each morning. Reservations may be made for that day's play or play the following two days. Reservations can be made via the online

court reservation system or at the tennis desk, which will receive desk requests and phone-call requests in alternating sequence.

- d. All courts may be reserved for a period of up to 1 hour and 30 minutes. Court 1 may be used for backboard play and should be reserved in the same manner as any other court.
- e. Reservations may not be made for more than 1 hour and 30 minutes at a time for any one day's play. However, at the end of such hour and 30 minutes, further reservations may be made for the same day if vacancies exist.
- f. Courts 5 and 6 will be reserved for recreational play during times of league play, provided however that league teams may use courts 5 and/or 6 for a league match IF the following conditions are met:
 - 1. Courts 5 and/or 6 is not under reservation at the time a league match is scheduled to start OR
 - 2. Court 5 and/or 6 is not being used at the time a league match is scheduled to start, despite being under reservation, AND
 - 3. There is no standing reservation for the next 90 minutes.If the above conditions are met, the league team can take the court. As an example, if a league match is scheduled to start at 6 pm and court 5 and/or 6 is unreserved as of 6 pm and there is no one scheduled to use such court until 7:30 pm, the league team can take the court. League matches using courts 5 and/or 6 under the above conditions must start promptly at the scheduled time. Court reservations for recreational use made for 90 minutes later than a league start time may be delayed due to a league match finishing via the scenario above.
- g. A court reservation will be forfeited if those reserving the court are not present on the court within 5 minutes after the specified time. Any waiting players may then substitute their names on the reservation schedule and claim the forfeited court for the remainder of the period.
- h. No reservations will be accepted during league play and practice times unless court space is available, which will be specified on each day's reservation sheet.
- i. The Director of Tennis may, from time to time, designate priorities in the reservation and use of specific courts, including reserving all courts for league, practice, clinics, tournaments or social events. Such priorities will be approved by the Tennis Chairs, kept to a minimum and communicated to the Members.

3. Attire

- a. Appropriate tennis attire shall be worn on the courts at all times.
- b. Shirts must be worn at all times on the courts.
- c. Proper tennis shoes, consisting of white sole or non-marking shoes, are required.
- d. The Director of Tennis and her staff will enforce tennis-attire standards.

4. Personal Conduct

There shall be no loud, profane or abusive language or boisterous conduct on or around the tennis courts.

5. Guests on the Tennis Courts

- a. Members must register guests at the CCA entrance or online prior to play, and Members will be billed for guest fees, which will be in accordance with the Rules regarding the use of CCA facilities.
- b. Guest fees for tennis court usage are due and owing all year, not just during the summer season.
- c. Guests must be playing with a Member. Any Member playing with a guest shall note the name of the guest in the notes field when making a court reservation or, if a court reservation is not made in advance of play, the host Member shall provide the guest's name to a member of the tennis staff before commencing play.
- d. If space is available, non-Members may participate in adult group tennis instruction programs and private lessons at CCA along with a host Member who is also participating in the same program or lesson. Except as provided in Section III.I.5.e below, non-Members are not eligible to participate in adult league tennis matches or practices, or any CCA-sponsored tournaments or other events that do not specifically allow for guest participation.
 - i. A non-Member program fee (in an amount determined by the Tennis Chairs for each lesson or instructional program) will be assessed upon registration, in addition to any applicable fees for the lesson fee or program registration fee. All such fees are payable by the Member sponsoring a non-Member participant.
 - ii. To preserve the emphasis on community at CCA, no more than 25% of registrants for all group tennis instructional programs shall be non-Members.
 - iii. Registration for all group tennis instruction programs shall be limited to Members until two (2) weeks prior to the program (or the first session of any multi-session program), at which time registration may be opened to non-Members if space permits. All requests for non-Members registration shall be submitted to the Director of Tennis by email at any time after submission of the host Member's registration for the program. Openings shall be allocated to non-Members on a first-come first-served basis, based on the date and time of the host Member's request to register a non-Member.
 - iv. Non-Member participants in lessons and instructional tennis programs may use the CCA facilities only during, and for purposes of, the lesson or program for which they are registered. Lesson and instructional program participation shall not allow non-Members to use CCA facilities outside of the lessons and instructional programs for which they are registered, except as otherwise admitted as a guest in accordance with the generally applicable Guest Rules (including payment of a separate guest fee).
 - v. Non-Member participants in lessons and instructional tennis programs are required to leave the CCA premises promptly following the conclusion of the lesson or program for which they are registered unless they are accompanied by a Member and separately signed in as a guest in accordance with the generally applicable Guest Rules (including payment of a separate guest fee).

- vi. Non-Member participants in lessons and instructional tennis programs shall not be permitted to bring guests to CCA at any time.
 - vii. The Member sponsoring a non-Member tennis participant shall be responsible for ensuring that the participant abides by all the Rules, as well as any other rules posted on the CCA premises.
 - viii. Failure to abide by the Rules shall constitute grounds for revocation of a non-Member participant's privileges to participate in tennis lessons and instructional programs and/or other disciplinary action pursuant to these Rules.
- e. The Tennis Chairs shall have the discretion to authorize the Tennis Director to permit non-Members to participate in adult league tennis teams (including practices and matches) if Member participation is insufficient to field a team. All non-Members playing on a CCA team shall be sponsored by a Member, who will be responsible for paying any applicable non-Member program fee (as determined by the Tennis Chairs for each league) in addition to the fee for the non-Member's participation on the tennis team.
- i. To preserve the emphasis on community at CCA, no more than 25% of adult league team participants shall be non-Members.
 - ii. Non-Members participating in adult league tennis teams may use the CCA facilities only during, and for purposes of, practices, matches and events related to the tennis team for which they are registered. Team participation shall not allow non-Member participants to use CCA facilities outside of team practices, matches and events except as otherwise admitted as a guest in accordance with the generally applicable Guest Rules (including payment of a separate guest fee).
 - iii. Non-Member adult tennis league participants are required to leave the CCA premises promptly following the conclusion of the team practice, match, or event in which they are participating unless they are accompanied by a Member and separately signed in as a guest in accordance with the generally applicable Guest Rules (including payment of a separate guest fee).
 - iv. Non-Member adult tennis league participants shall not be permitted to bring guests to CCA at any time.
 - v. The Member sponsoring a non-Member adult tennis league participant shall be responsible for ensuring that the participant abides by all the Rules, as well as any other rules posted on the CCA premises.
 - vi. Failure to abide by the Rules shall constitute grounds for revocation of a non-Member adult tennis league participant's privileges to participate in league tennis teams at CCA and/or other disciplinary action pursuant to these Rules.
- f. This Section II.I.5 does not apply to participation in junior tennis programs by Member Grandchildren (as defined in Section IV.A.4) or other children of non-Members. Section II.I.9 shall govern participation in junior tennis programs by Member Grandchildren and other children of non-Members.
6. Ball Machine Rental
- a. Ball Machine pricing:

½ Hour — \$ 7.00; 1 Hour — \$14.00

UNLIMITED ball machine use:

Individual Plan: \$175.00

Family Plan: \$225.00

- b. Ball machine is available between May 1 and September 30, with April and October usage at the discretion and availability of the Director of Tennis.
- c. Please request court 6 and the ball machine when making a court reservation to use the ball machine. Please add “Ball Machine” next to name on court reservation system.
- d. Children under the age of 12 must be supervised by an adult while using the ball machine.

7. Care of Facilities

A responsibility rests on each Member to avoid damage to courts, nets, backstops, etc., in the interest of reducing expenses as well as maintaining best playing conditions. Some metal rackets will require guards at the discretion of the Director of Tennis and her staff.

8. Tennis Instruction

- a. Dates, times, fees, and signup deadlines for tennis lessons, classes, camps, practices, and events for the entire season are published in the Spring Gazette, and are also available on the Crestmoor website at www.crestmoor.org. Please consult it throughout the season.
 - b. Adult group and private lessons are arranged with the Director of Tennis or members of the teaching staff.
 - c. Private and group lessons must be canceled at least 24 hours in advance or Member will be charged a cancellation fee equal to half the lesson rate.
 - d. Classes that do not meet the required minimum number of participants may be canceled. Scheduled adult and junior group lessons and drop-in programs may be canceled if there are fewer than four participants.
 - e. Make-up classes will be scheduled only if a class is canceled due to bad weather (excludes team practices).
 - f. Members are obligated to pay for tennis teams, instructional programs, and events unless they cancel their signup or reservation by the deadline date for signup, regardless of whether they actually participate in the team or program or attend the event. Fees will not be refunded or prorated for missed sessions. Members must not request that CCA employees make any such adjustments.
 - g. All tennis instructions shall be provided solely by the Director of Tennis and the tennis staff employed by CCA. Group and private lessons are arranged with the Director of Tennis or members of her teaching staff.
9. Participation in Tennis Instruction by Children of non-Members: If space is available, after Member children who have enrolled before the deadline are accommodated, children of non-Members may participate in tennis lessons (private or group) and tennis teams as follows:

- a. Member Grandchildren (as defined in Section IV.A.4) may participate in tennis lessons (private or group) and tennis teams with a Member grandparent serving as the participant's sponsor.
- b. Children of non-Members who are not Member Grandchildren (as defined in Section IV.A.4) may participate in tennis teams with a Member serving as the participant's sponsor, and may also participate in group tennis instruction programs and private lessons at CCA along with the child of a sponsor Member who is also participating in the same program or lesson.
- c. Member Grandchildren and children of non-Members who participate in tennis instruction or teams are referred to in these Rules as "Non-Member Youth Tennis Participants."
- d. A non-Member program fee (in an amount determined by the Tennis Chairs for each instructional or team program) will be assessed upon registration, in addition to any applicable fees for the lesson or tennis team participation fee. All such fees are payable by the Member sponsoring a Non-Member Youth Tennis Participant.
- e. To preserve the emphasis on community at CCA, no more than 25% of registrants for any group tennis lesson or team shall be Non-Member Youth Tennis Participants.
- f. Non-Member Youth Tennis Participants may use the CCA facilities only during, and for purposes of, the lessons for which they are registered and for practices, matches and events related to the tennis team for which they are registered. Lesson and team participation shall not allow Non-Member Youth Tennis Participants to use CCA facilities outside of lessons or team practices, matches and events except as otherwise admitted as a guest in accordance with the generally applicable Guest Rules (including payment of a separate guest fee).
- g. Non-Member Youth Tennis Participants are required to leave the CCA premises promptly following the conclusion of the lesson or team practice, match, or event in which they are participating unless they are accompanied by a Member and separately signed in as a guest in accordance with the generally applicable Guest Rules (including payment of a separate guest fee).
- h. Non-Member Youth Tennis Participants shall not be permitted to bring guests to CCA at any time. Parents and care providers of Non-Member Youth Tennis Participants are permitted to remain on the CCA premises solely as spectators during the lesson or team practice, match or activity for which the Non-Member Youth Tennis Participant is registered. However, spectators may not use the pools or tennis courts.
- i. The Member sponsoring a Non-Member Youth Tennis Participant shall be responsible for ensuring that the participant abides by all the Rules, as well as any other rules posted on the CCA premises.
- j. Failure to abide by the Rules shall constitute grounds for revocation of a Non-Member Youth Tennis Participant's privileges to participate in tennis lessons and teams and/or other disciplinary action pursuant to these Rules.

III. Private Parties

A. Sponsoring Member Responsibilities for all Private Parties

1. Any CCA Member in good standing may sponsor a private party ("Sponsoring Member").
2. Sponsoring Members are responsible for arranging chaperones as necessary or appropriate. Sponsoring Members and chaperones must be PRESENT, ATTENTIVE, AND RESPONSIBLE for the duration of a private party (i.e., Sponsoring Members must remain at CCA until the last guest or party staff not employed by CCA has departed.) Children's parties must be properly chaperoned. There must be at least one adult chaperone (non-CCA staff) for every 10 children.
3. Sponsor Members are responsible for cleaning up after private parties.
4. Sponsor Members will be charged for any damage to the facilities or excessive clean up as determined by the General Manager.
5. Sponsor Members shall be held responsible and liable for all actions of guests during a private party, including, but not limited to, any Denver Municipal Citations.
6. Except for Tennis Parties, CCA shall provide and bear the cost of two attendants at all private parties, in addition to at least one lifeguard for each pool to be used at the party. Sponsor Members shall bear the cost of any special requirements such as extra staff, security guards, and extra clean up.
7. All charges will be billed to the sponsor Member's CCA account.

B. Rules of Safety and Conduct for Private Parties

1. No alcoholic beverages may be served or otherwise made available to underage minors at CCA. When alcohol will be served and underage minors will be present, the Sponsoring Member is responsible for arranging adequate supervision and instruction in advance in order to ensure strict compliance with this rule, and for enforcing compliance throughout the event.
2. Only non-breakable plates and drink containers may be used in the pool area including the decks by all pools.
3. All private party guests must comply with the Rules, as well as any other rules posted on the CCA premises. The General Manager and CCA staff have the right to eject any Member or guest who violates a Rule or any other rule posted on the CCA premises.
4. A limited number of grills (as determined by the General Manager) are available for use at private parties.

C. Reservations for Regular Season Parties (May 1st - September 30th, at the General Manager's discretion)

1. Sponsoring Members wishing to make a party reservation should obtain a reservation form from the General Manager, complete the reservation form, and sign and submit the contract at least seven days in advance of the desired party date. Tentative party dates should be approved by the General Manager prior to submitting the contract.
2. Reservations for Regular Season Parties open at 12:00 am on March 15 of that year and will be considered on a first come, first serve basis. Reservations are not confirmed until a response is received from the General Manager.

3. The General Manager shall determine whether to accept or reject a Regular Season Party request based on staff availability, scheduling conflicts, type of party, and other considerations (e.g., size, loud music), and respond to the Sponsoring Member within one week of the party request. An applicant may request that the Association President review the General Manager's decision.
 4. Regular Season Parties are discouraged during tennis competitions and swim meets. Reservations of CCA facilities for a Regular Season Party to take place during a tennis competition or swim meet is subject to the approval of the CCA Board of Directors, in its sole and absolute discretion.
 5. A party reservation is confirmed only upon the return of a copy of the contract countersigned by the General Manager.
 6. Tennis facilities for Regular Season Parties are limited to two courts. Reservations for the use of these courts must be made by the Sponsoring Member with the Tennis Desk, in accordance with rules for use of the tennis courts.
- D. Policies for Evening Parties (Adult Parties and Children's Parties of more than 20 guests)
1. CCA is available for private parties on any evening during the Regular Season, subject to the General Manager's approval, except that such parties will not be scheduled on Family Nights or Club Nights. Such parties are referred to as "Evening Parties."
 2. CCA is available in the evening hours only for adult parties or children's parties of more than 20 guests. Evening Party set-up may begin no earlier than 6:00 pm. Evening Parties may start no earlier than 7:00 pm and must end at or before 9:30 pm unless the General Manager specifically approves an early set up or start to the party. Upon General Manager approval, CCA will charge an extra \$25 per employee in hourly increments for each hour that a party begins before 7:00 pm, regardless of if the full hour is used.
 3. Speakers and other sound amplifiers must be set to minimum functional level at all times. Music may be discontinued at the discretion of the General Manager and CCA Staff. **Music must be discontinued by 9:00 pm**, in accordance with Denver noise ordinances.
 4. All requests to schedule an Evening Party must be submitted in accordance with the process outlined in Section III.C. above.
 5. A maximum of 2 tennis courts may be reserved in conjunction with an Evening Party, subject to court availability. The Sponsoring Member shall reserve tennis courts for use during an Evening Party through the Tennis Desk, in accordance with the Rules applicable to tennis court reservations.
 6. CCA will charge a pool fee of \$50 per pool for parties requesting open pools in addition to the Evening Party Fees below.
 7. Evening Parties are limited in size to a maximum of 250 people. The Manager on duty at any Evening Party where more than 250 people are in attendance shall have the right to close the event at his or her discretion. Head count shall be based on the Sponsoring Member's guest list given to the General Manager no later than noon on the day of the scheduled Evening Party. If no guest list is submitted, or if the list that is submitted appears to be incomplete, a CCA staff member's head count shall be used as the basis for

closing the event and billing the Sponsoring Member. Any necessary contact tracing requirements due to COVID-19 regulations are the responsibility of the Sponsoring Member.

8. Evening Party Fees are as follows:

\$450 first 50 people
\$600 51-100 people
\$750 101-200 people
\$1000 201-250 people

9. Any Evening Party extending beyond the agreed-upon closing time will be charged \$50 per quarter hour or any fraction thereof. The Sponsoring Member will be charged \$500 if any party guests remain on CCA property after 10:00 pm.
10. If the Sponsoring Member cancels the Evening Party within two weeks of the date the Evening Party is to take place, the Sponsoring Member will be charged $\frac{1}{4}$ the cost of the party, and within two days of the date of the party, $\frac{1}{2}$ the cost of the party.

E. Policies for Children's Daytime Parties

For the purpose of parties, children are defined as ages birth through high school.

1. CCA is available for children's parties during regular pool hours. Such parties are referred to as "Children's Parties."
2. Children's Parties will not be scheduled during Family Nights or Club Nights.
3. Children's Parties are limited to 20 children and 20 adults, including Members and children of Members. The Manager on duty at any Children's Party where more than 20 children or 20 adults are in attendance shall have the right to close the event at his or her discretion. Head count shall be based on a Sponsoring Member's guest list given to the General Manager no later than noon on the scheduled Children's Party day. If no guest list is submitted, or if the list that is submitted appears to be incomplete, a CCA staff member's head count shall be used as the basis for closing the event and billing the sponsor Member.
4. The maximum duration of a Children's Party is 3 hours, during regular pool hours, respecting scheduled pool closure times. Scheduling of Children's Parties is at the discretion of the General Manager.
5. All requests to schedule a Children's Party must be submitted in accordance with the following process outlined in Section III.C. above.
6. Rates for Children's Parties are \$9.00 per person (including adults and children but excluding Members and Member children).

F. Policies for Tennis Parties

1. CCA is available for private parties utilizing the tennis courts and the tennis pavilion only (without access to the swimming pools or main pavilion) during the Off-Season on weekdays between 10:00 am and 4:00 pm and on Fridays, Saturdays and Sundays between 5:00 p.m. and 9:30 p.m.. Such private parties are referred to as "Tennis Parties."
2. The "Off-Season" is the time prior to the swimming pools opening in May and after the closing of the swimming pools in September. CCA facilities are not available for Tennis Parties during the Regular Season (as defined in paragraph II.C, above).

3. No Tennis Party may be scheduled for any time during which the tennis pavilion or tennis courts are needed for league tennis or any CCA-sponsored instructional program or social event.
4. A Tennis Party shall have exclusive use of the tennis pavilion for up to 3 hours and up to 4 tennis courts for 2 consecutive hours; provided, that the number of courts available for a Tennis Party and the assignment of tennis courts for a Tennis Party shall be determined by the Tennis Director in his or her reasonable discretion.
5. A Tennis Party may utilize only those tennis courts specifically reserved in advance and paid as part of the Tennis Party fee. Tennis Party attendees may not use any tennis court that has not been reserved in advance for the Tennis Party.
6. A Tennis Party may include up to 10 attendees (including Members and non-Members, adults and children) per tennis court reserved (i.e., up to 40 attendees if all 4 tennis courts are reserved). "Attendees" include all individuals present at CCA during the Tennis Party, regardless of whether an individual is playing tennis at or during the Tennis Party.
7. All requests to schedule a Tennis Party must be submitted in accordance with the following process. A Sponsoring Member shall inquire with the Tennis Director about available dates and times. The Tennis Director will respond to the inquiry within 7 days of receiving the request. Upon tentative approval of a desired time and date by the Tennis Director, the Sponsoring Member shall obtain a contract from the Tennis Director, complete and sign the contract, and submit it to the Tennis Director at least seven days in advance of the intended Tennis Party date. A Tennis Party reservation is confirmed only upon the return of a copy of the contract countersigned by the Tennis Director.
8. In considering requests to schedule Tennis Parties, the Tennis Director shall ensure that at all times 2 or more tennis courts will remain available for use by Members using the regular tennis court reservation process. In addition, the Tennis Director shall take into account scheduling conflicts, competing demands for use of CCA facilities, number of proposed attendees, and such other considerations determined by the Tennis Director, in her reasonable discretion, to be relevant. A Sponsoring Member may request that the CCA President review the Tennis Director's decision to reject a Tennis Party proposal.
9. No staff are provided for Tennis Parties. Availability of amenities (such as bathrooms and ice) is subject to availability and cannot be guaranteed. Sponsoring Members must ensure that all doors and gates are locked upon leaving the CCA property. . Sponsoring Members are responsible for cleaning trash and personal items from the tennis pavilion and tennis courts following a Tennis Party. If CCA staff need to spend extraordinary time cleaning CCA facilities following a Tennis Party because of a sponsoring Member's failure to clean up thoroughly, then a cleaning charge of up to \$150 may be assessed at the discretion of the Tennis Director.
10. Fees for Tennis Parties are as follows:
 - 1 court (maximum of 10 attendees, including all Members and non-Members): \$150
 - 2 courts (maximum of 20 attendees, including all Members and non-Members): \$200
 - 3 courts (maximum of 30 attendees, including all Members and non-Members): \$250
 - 4 courts (maximum of 40 attendees, including all Members and non-Members): \$300

Any party extending past 9:30 p.m. will be charged an additional \$50 per quarter hour or any fraction thereof.

11. The Sponsoring Member will be billed the cost
12. All other sponsor Member responsibilities (set forth in Section III.A) and general party rules (set forth in Section III.B) apply to Tennis Parties.

IV. Membership

A. Membership Privileges

1. Privileges include, but are not limited to, participation in CCA-sponsored swim and tennis teams, lessons, tournaments, and social events. Membership in CCA is a privilege, not a right, and is subject to the CCA Bylaws, these Rules, and applicable law.
2. Each Member family unit has one vote at all applicable CCA meetings.
3. Membership privileges are extended to the family unit of Members in good standing, subject to the Rules. The family unit of a Member includes the husband and wife, or up to two head(s) of the family and financially dependent children and legally dependent grandchildren ages 25 or under who are enrolled in an accredited program of education, bound by Article V, Section 5.3 of the Bylaws and communicated to CCA via the Member returning the Annual Notice of Dues and Notification of Member Status form to CCA each Spring. The family unit of a Member does not include grandchildren who are not legally dependent, age 25 or under, and enrolled in an accredited program of education. (See Rules, Section II.H.23 regarding use of the Pool, and Section II.I.9 regarding use of the Tennis Courts). Grandchildren who are not included in the Member family unit are considered guests, and host Members are responsible for paying guest fees in accordance with these Rules.
4. For clarification purposes in this document and membership designation at CCA, "Member Grandchildren" shall refer to grandchildren of all Members (whether "regular" or those having senior status).

B. Senior Status

1. The family unit of a Member who has senior status shall enjoy all the privileges of membership in CCA, subject to applicable Rules. The family unit of a Member who has senior status includes only the Member and his or her respective spouse or the heads of family as referenced in Section 5.2 of the Bylaws, and excludes children and grandchildren (See Rules, Section II.H.23 regarding use of the Pool, and Section II.I.9 regarding use of the Tennis Courts). Children and grandchildren of Members having senior status are considered guests and host Members are responsible for paying guest fees in accordance with these Rules.
2. Members are eligible for senior status after 25 years of CCA membership.
3. A Member who has senior status pays one-half the annual dues of Members who do not have senior status.
4. A Member must request senior status by sending a written request to the Membership Committee chair no later than March 1 of the applicable season.

5. Members who have senior status may sponsor applicants for membership in the same manner as applicants are sponsored by Members who do not have senior status, including sponsoring the children of such Members for membership as a child of Member.
6. Senior status, once selected, is irrevocable.

C. Financial Obligations of Members

1. Annual dues are set by the Board, but any annual increase greater than 4% thereto must be approved by a majority of the membership voting in person or by proxy, typically at the annual meeting of CCA (Bylaws Section 7.1).
2. Annual dues payment is due in full to CCA's bookkeeper by March 1 and must be postmarked as such. (Bylaws Section 7.2)
3. A late fee of \$100 will be assessed on a Member's account if dues are not received in full by the bookkeeper and RECEIVED by March 1. (Bylaws Section 7.3)
4. If the full dues amount and the assessed late fee received are not POSTMARKED by April 1, the membership of the Member who is in default shall be terminated and written notice will be sent giving an opportunity to be heard according to the procedures set forth in Rule IV.F.1, below. (Bylaws Section 7.3)
5. Members will be sent a statement of charges and fees each month that charges or fees are incurred or are owed. Charges and fees must be paid in full within 30 days of the original statement date. (Bylaws Section 7.4)
6. If full payment of monthly charges is not received by the bookkeeper by 30 days after the original statement date, a late fee of \$25 will be assessed on the account of the Member. (Bylaws Section 7.4)
7. If full payment of charges and assessed late fees is not received by the bookkeeper by 60 days after the original statement date, the membership of the Member family who is in default shall be suspended, except if the Member has timely contested charges in writing according to the procedure set forth in Rule IV.C.9, below, and has paid all uncontested charges in full. (Bylaws Section 7.5) See also Rule IV.D.3, below.
8. If full payment of charges and assessed late fees is not received by the bookkeeper by 90 days after the original statement date and no timely written challenge has been filed, the membership of the Member who is in default shall be terminated, except that the Board may set a dollar limit below which termination will not be automatic. (Bylaws Section 7.5) Also see Rule IV.E.3, below.
9. If a Member believes any charges that appear on his/her monthly statement of account are in error, he/she must send a letter or email to CCA's bookkeeper as soon as possible but no later than 30 days after the original statement date. In the letter or email, the Member must give their name and membership number, the dollar amount of the suspected error, and an explanation of why they believe it is in error. The questioned amount does not have to be paid while CCA is investigating, and no late fee will be assessed during the investigation. If the contested charge is found to be in error, the Member's account will be credited promptly. If the contested amount is found to be correct, the Member must pay the charge (and any applicable late fees) by the next monthly payment due date after the Member is notified.

10. Members are obligated to pay for swimming and tennis teams and instructional programs and for social events unless they cancel their signup or reservation by the deadline date for signup, regardless of whether they actually participate in the team or program or attend the event. Fees will not be refunded or prorated for missed sessions. Members must not request that CCA employees make any such adjustments.

D. Suspension of Membership

1. The Rules and Personnel Committee shall have the authority to suspend the membership of any Member family for a period of 10 days for any egregious violation of the Bylaws or Rules, or a violation of applicable law, or for any other conduct that endangers the health and safety of any Members, staff or guests, or that causes or threatens to cause damage to CCA's property. The suspended Member will be given immediate written notice of such a suspension (including by email) and an appropriate opportunity to be heard within 5 days of the effective date of the suspension. (Bylaws Section 8.10) See also Rule IV.F.1 below.
2. CCA membership may be suspended by a two-thirds vote of the members of the Board present at a Board meeting, for cause, for a period of no more than 3 months. (Bylaws Section 5.8) The Member shall be sent written notice of the suspension which provides for the opportunity to be heard. See Rule IV.F.1 below.
3. Cause for suspension pursuant to Section IV.D.2 is generally violation of the Bylaws or Rules. Cause for suspension also specifically includes having delinquent charges and fees. (Bylaws 7.5) See also Rule IV.C.7 above.
4. A suspended Member family is not a Member in good standing and may not use any CCA facilities or participate in any affairs or activities of CCA during the suspension.

E. Termination of Membership

1. CCA membership may be terminated by a three-fourths vote of the members of the Board present at a Board meeting.
2. The Board may terminate, without benefit of suspension, the membership of any Member family who has been suspended once and whose actions qualify them for a second suspension within a 5-year period.
3. Cause for termination is generally violation of the Bylaws or Rules. Cause also specifically includes delinquent dues, charges, and fees. (Bylaws 7.3, 7.5) See also Rules IV.C.4 and IV.C.8 above.
4. A terminated Member shall be sent written notice of the termination which provides for the opportunity to be heard. (Bylaws Section 5.8) See also Rule IV.F.1 below.
5. A Member family that has had its membership terminated may not reapply for a new membership until 2 full years after the date of termination. Such former Member does not qualify for Wait List Category I –Reinstatement of Former Member in Good Standing. See Rule IV.I.1 below.

F. Appeals of Suspension or Termination

1. A Member whose membership the CCA Board of Directors has voted to suspend or terminate may appeal such action by timely sending a letter to the chair of the Rules and Personnel Committee explaining why he/she believes the suspension or termination is

not warranted. The Rules and Personnel Committee shall determine the process for consideration based on the specific facts of each case. The Member shall receive written notice of the determination regarding their appeal.

G. Reinstatement of Former Member in Good Standing

1. Former Members by resignation

- a. Within 5 years of the date of their resignation, former Members who were in good standing at the time of their resignation may apply to become Members again.
- b. Former Members must request reinstatement by sending a letter to the Membership Committee chair no later than October 31 of the year prior to the year in which they wish to rejoin.
- c. Reinstated Members pay no initiation fee, but are required to pay annual dues payments plus an amount equal to the annual dues of the year prior to the year they rejoin.
- d. Former Members shall be limited to one re-application, unless the Board, in its sole and absolute discretion, permits more than one re-application within the 5-year period from the date of initial resignation.

2. Former Members by divorce or dissolution of the relationship (separation)

- a. Only one adult of a divorced or separated couple may continue as a Member of CCA. If the Members were Married or had a Committed Partnership Registry on file with the City of Denver, the non-Member adult shall be eligible to apply for reinstatement within 5 years of the resignation by divorce or separation.
- b. Former Members by divorce or separation must request reinstatement by sending a letter to the Membership Committee chair no later than October 31 of the year prior to the year in which they wish to rejoin.
- c. The initiation fee in effect when the request for reinstatement is made and annual dues in effect when the reinstatement occurs must be paid by the new Member family unit.
- d. Prior to reinstatement, if any, the adult of the divorced or separated couple who does not continue as a Member of CCA may elect to become a Divorced/Separated Non-Member by sending a written request to the Membership Committee Chair. The Divorced/Separated Non-Member shall be entitled to all rights, privileges and obligations of a Member (other than the voting rights described in Rule IV.A.2., the ability to sponsor Member applicants described in Section IV.H, and other rights as determined by the Board, which shall remain with the Member) provided:
 - (i) the Divorced/Separated Non-Member shall be assigned and must use a new membership number that may include a code designating the person as a Divorced/Separated Non-Member;
 - (ii) the Divorced/Separated Non-Member will be required to pay separate annual dues and all fees and expenses charged to the new membership number;
 - (iii) the rights of the Divorced/Separated Non-Member under this subsection d. shall expire at the end of the calendar year in which any of the following occurs:
 - (A) the second anniversary of the final decree of divorce;

- (B) the Divorced Non-Member remarries, enters into a new domestic partnership, or files a new Committed Partnership Registry; or
- (C) reinstatement as described in this Section IV.G.2.d;
- (iv) all Rules, including the Guest Rules, shall apply to the Divorced/Separated Non-Member.

The Divorced/Separated Non-Member shall be entitled to the rights and privileges described above upon written confirmation from the Membership Committee Chair. The 5 year reinstatement period for a Divorced/Separated Non-Member stated in Section IV.G.2.a. above shall run concurrently with the period described in this Section IV.G.2.d.

H. Application for New Membership

1. Applicant qualifications—To apply for CCA membership, an applicant must have been a resident of metropolitan Denver for at least 2 years prior to submitting an application and be sponsored for membership by 2 Members in good standing. One shall serve as the primary sponsor and the other as the secondary sponsor..
2. A Member who has been terminated may not apply for a new membership until 2 full years after the effective date of termination. Such former Member does not qualify for Wait List Category I—Reinstatement of Former Member in Good Standing. See Rule IV.I.1 below.
3. Sponsor qualifications
 - a. Sponsor must have been a Member in good standing since January 1 of the year in which the application is submitted.
 - b. Sponsor must have been personally acquainted with the applicant family for at least 1 year prior to submission of the application and must be able to personally vouch for the applicant's suitability to join CCA, including the applicant's willingness to volunteer and fulfill their financial responsibilities
 - c. Sponsor can serve as a primary sponsor for only one applicant in any given calendar year and can serve as a secondary sponsor for only one other applicant in any given calendar year.
4. The primary sponsor duties are as follows, and may be revised or supplemented from time to time by the Membership Committee:
 - a. Complete an application online at the CCA website (www.crestmoor.org);
 - b. Truthfully and fully answer all questions in the application;
 - c. Inform the secondary sponsors of their responsibilities and duties;
 - d. Submit the completed application and ensure that the applicant mails the deposit to the bookkeeper;
 - e. Assist the Membership Chair(s) in all matters relating to the applicant, including updating or supplementing any applicable information as requested from time to time;
 - f. Help find a replacement sponsor if necessary;
 - g. Attend and help host the new Member brunch; and

- h. Help the applicant become familiar with both the membership and the activities of CCA, both before and after the applicant becomes a Member.
- 5. The secondary sponsor duties are as follows:
 - a. Provide full and honest answers to the primary sponsor so they can complete the application.
 - b. Serve as primary sponsor if that becomes necessary; and
 - c. Help the applicant become familiar with both the membership and the activities of CCA, both before and after the applicant becomes a Member.
- 6. To be considered for Board approval in advance of the current summer season, an applicant's file must be complete, up-to-date, and submitted online by October 31 of the previous year.
- I. Wait List Priority Categories
 - 1. Applicants are added to the wait list throughout the year in order of receipt of completed online application. Each applicant is added to the waitlist for the highest of the following categories for which they qualify. If an applicant's category status changes during the waiting period, the Membership Committee will reassign the applicant to the correct category.
 - Category I—Reinstatements of Former Members in Good Standing
 - Category II—Children of Members in Good Standing. Parents must be CCA Members in good standing for 5 years before their children qualify for this priority category.
 - Category III—Owners of Homes in Crestmoor Filings One and Two who reside in their homes both at the time of application and at the time of invitation to membership
 - Category IV—Residents of Greater Denver
 - 2. Invitations to membership are extended to applicants first on the basis of category assignments and then, within each category, on the basis of date and time the completed application package was received by the Membership Committee chair via the online application.

Board Approved December 13, 2023