

# Member Rules & Regulations - X Club Phoenix

Any member or guest of a member found violating these rules & regulations or policies will be subject to suspension or permanent revocation of their X Club membership, including access to all X Club facilities, events and programming.

We expect all members to be familiar with and adhere to the rules & regulations. There will not be warnings issued for violations.

The rules & regulations and any X Club policies are subject to change at any time without notice.

The X Club reserves the right to deny entry to the X Club or remove someone from the X Club at any time at its sole discretion.

## **Respect the space**

All of our spaces are communal so we ask that you take care of your surroundings. Clean up after yourself and your guests. Do not do anything to disrupt or harm your fellow members.

Treat others (including members, guests and staff) with dignity and respect. Resolve personal disputes away from X Club and not involve the Club, our staff, or other members. Do not use inappropriate language towards other members, guests and employees. Do not initiate any type of petition or solicit other members or staff regarding facilities, programs, policies, and/or staffing.

Inappropriate behavior as deemed by X Club management to/with any other members, guest or employees will not be tolerated.

Notify the X Crew of any areas of concern that may be dangerous to others. You and only you are responsible for your guests and their behavior, you may be held responsible for any damage caused by yourself or your guests.

## **Club Hours**

## **Fitness & Coworking:**

5am-Midnight - Sunday-Saturday

### **Pool & Outdoor Deck:**

7am-10pm - Sunday-Saturday

### **Food & Beverage:**

Hours are subject to change.

### **Club Access**

As an X Club Member, you will have access to the X Club spaces on the 8th and 9th floors during our business hours. Your membership portal will grant you access to the ground floor entrance, club elevator and most doors within the 8th and 9th floor club spaces. All members will be required to enter the club on the 9th floor and check in at the club front desk. Meeting rooms will require a booking for door access. You are also able to share your access with guests to enter the main entrance only. We reserve the right to deactivate access to spaces at any time.

### **Guest Policy**

Members are limited to 3 guests per day in the coworking and 8th floor spaces and 1 guest for the fitness studio and fitness classes. Guest restrictions may be implemented for events and programming.

All guests must be registered in our X App which will grant them access to the space for that specific day. You are required to stay with your guests while they are in the space and ensure that they are abiding by our rules. You are responsible for those that you bring into the community and we will hold you responsible for their behavior and adherence to these rules and regulations.

You, and your guests are required to check in at the front desk at our main club entrance. If your guest arrives while you are already in the club space, we require that you meet them at the front club desk to greet them. Failure to do so may result in removal from the Club spaces.

Members must RSVP guest(s) attending events through the X App. We will check-in members and guest(s) for each event based on the RSVP list.

### **Smoking**

Smoking and vaping is not permitted in the building, on the pool deck or terraces. All smoking and vaping must take place outside, on the ground floor, at least 20 feet from the building.

### **Animals**

While we love all furry friends, we only allow registered service animals inside the X Club. Emotional support animals and pets are not authorized in the space.

### **Food & Beverage**

**Until our food and beverage program is operating, we are temporarily allowing members to bring their own non-alcoholic drinks and snacks into the Club spaces.**

We ask that you pick up after yourself and your guests. We do not provide glassware, plateware or utensils. Glass is not permitted at any time on the pool deck or surrounding 8th floor outdoor spaces.

Food and beverages, with the exception of water bottles, are not permitted in our fitness areas.

### **Alcoholic Beverages**

Outside alcoholic beverages are not permitted in the X Club.

All consumption of alcoholic beverages must take place in designated areas.

All consumption of alcoholic beverages must take place on the level 8 pool deck and/or indoor co-working on level 9.

Alcoholic beverages are not allowed in the indoor or outdoor gym and cannot leave the club levels.

Alcoholic beverages will never be served to anyone under the age of 21.

Anyone over the age of 21 wishing to purchase alcoholic beverages will need to show valid identification.

X Club may refuse alcoholic beverage service to anyone at any time at its discretion.

We reserve the right to remove members and guests from the club spaces at any time.

Glass is not permitted at any time on the pool deck or surrounding 8th floor outdoor spaces.

### **Cell phones and video calls**

You are welcome to take calls in our social areas but be mindful of your volume and those around you. Be respectful of others and book a conference room when needed. If we find that you may be disturbing others, we will assist you in relocating to an alternative location.

### **Watch Over Your Belongings**

You are responsible for your belongings while you are in the space and ask that you do not leave them unattended. We will hold a small lost and found for items that are turned into the membership desk. Our space is limited so we will only hold items for a few days. X Phoenix is not responsible for any lost or stolen items. The X Company is not authorized to release video footage to patrons, but can release video footage to city police during an active investigation.

### **Lockers**

Our lockers are available for day use only and items are not to be stored overnight. Members will remove all items post workout to allow space for others. Lockers will be cleared out each evening.

### **Printing**

We offer complimentary black and white printing and color printing for .59 per page. We offer faxing services for \$1.49 for the first page and .49 per page thereafter.

### **Packages/Mail**

If you need to arrange for something to be delivered to the space, contact the X Crew through the X App for

approval. X Club does not accept any liability for anything delivered to the X Club on behalf of our members.

### **Weekly Credits**

You will be issued a bank of

15 hours of credits per week to be used however you choose. Credits will apply to select events, conference room bookings, and instructor lead fitness classes. You can also use your credits to bring friends to fitness classes and events.

### **Conference Rooms & Collaborative Workspaces**

Currently, we do not offer private offices. Collaborative workspaces are available on a first-come-first-serve basis. If you need a quiet space to work, you are welcome to book a conference room through the X App. We ask that you do not use your belongings to save seats in the coworking spaces as a courtesy to your fellow members.

Our meeting rooms are made for meetings! The X App allows you to choose a room based on the amount of seats you need. If you are hosting a more informal meeting, we ask that you do so in the club lounge or any of the other social areas so as to not disturb others who are working.

Ensure that you are booking conference rooms when you are planning to use them. Conference rooms are not to be booked for guests, unless the primary member is joining them in the conference room that has been booked. To cancel a meeting room reservation, message us directly through the X App.

If you do not claim your booked conference room within 15 minutes after your reservation start time, you will forfeit the space and your reservation will be canceled.

## **Events**

Events will be announced in the X App where you will be able to RSVP yourself and guest(s). Events with a limited capacity may be reserved for members only or have guest restrictions.

If you have registered for an event and decide not to attend, you must unRSVP within the X App to open spaces for others. X Club monitors event attendance.

Some events may have limited seating with standing room for overflow. All seating for open events will be on a first arrival basis.

We may charge a small fee for certain events based on programming needs.

If you have any questions about a specific event, you are welcome to reach out to our team via the X App.

## **Private Events and Reservations**

Currently, we do not take reservations for the lounge or pool deck unless a predetermined event specifies.

If you are looking to bring a larger group of visitors to the X Club, have event ideas, or are interested in hosting an event, please contact our team through the X App.

## **Referral Program**

See a Sales Representative or contact us through the X App. for more information regarding our referral program.

## **Payments**

Our billing cycle is monthly on the 1st of the month. Your first month of membership will be prorated based on your start date. When signing up for membership you will be asked to set up for automatic electronic payment. Your monthly dues will be charged along with all applicable taxes and fees. All other

services (conference room catering, event tickets, guest passes) will be purchased through your member portal on a pay as you go basis. These fees will also be charged to your form of payment attached to your membership.

Failure to provide full payment of the reflected invoice amount by the 5th of each month will result in membership termination.

A one time, non refundable signup fee of \$25 will be charged with your first month's invoice for non-resident memberships.

### **Cancellations**

If you wish to cancel your membership, we ask that you do so at least

#### **five days**

prior to the first of the month. You may cancel by emailing the Community and Membership Manager at your location or reaching out via the X App. You will be charged for your full last month of membership and we will not prorate based on your cancellation date.

If you wish to pause your membership, you can do so for up to 6 months at a rate of \$50/month. This will guarantee your membership upon return. If you do not reactivate your membership within the 6 month timeframe your contract will be terminated at the end of the period. You are welcome to reapply but availability is not guaranteed. If you have provided an upfront payment, you are welcome to pause your membership for up to one one month. We will add an additional month at the end of your current contract, to account for the paused month.

### **Membership Suspension & Termination**

If we determine that you are not following our rules and policies or that you have not been acting as a respectful community member, we reserve the right to suspend or terminate your membership agreement at any time.

### **Privacy**

Don't take, disclose, copy or use any intellectual property belonging to others, including their names, likenesses, voices, business names, trademarks, service marks, logos, other identifiers, or altered versions of the same.

There's no expectation of privacy when it comes to our internet, networks, telecoms or information processing systems. You may be monitored.

Most events will have a photographer and videographer present. By signing your membership contract, you consent that you may be included in video, photo or other forms of media, which X Club may use for any purpose in perpetuity and you willingly agree to forfeit all your rights and interests in any such media.

Spaces may also be recorded for security purposes and we may release this footage and disclose information about you if called upon by the law enforcement .

## **Fitness**

Our gym and fitness studio is open from 5am-midnight Sunday-Saturday. Class sizes are limited. We ask that you cancel your booking with a minimum of 24 hours notice to allow for us to fill the space.

While classes are free to members, we may charge a small fee for guest instructors or other fitness based programming.

Guest access is limited to 1 guest per member in our gym and fitness studio.

Our lockers are available for day use only and items are not to be stored overnight. Members will remove all items post workout to allow space for others. Lockers will be cleared out each evening.

## **FITNESS STUDIO AND GYM**

### **Rules & Regulations and Release of Liability**

1. In case of a medical emergency, dial 911.
2. The Fitness Studio and The Gym are to be used at your own risk. While there will be staff in the spaces throughout business hours, there will be times when the space is unmonitored.
3. The Fitness Studio and The Gym are for use by members and their invited guests only. Invited guests may not use The Fitness Studio or The Gym unless accompanied by a resident or member. Please limit the number of guests to one (1) per visit.
4. Children must be at least 16 years old to use the Gym
5. Appropriate workout gear is required in the Gym. Shirts and rubber-soled shoes must be worn at all times in exercise areas.
6. Bathing suits, open-toed shoes or bare feet are not permitted.
7. Bags are not permitted. Secure all of your personal belongings in the locker room. X Club is not responsible for any lost or stolen items.

8. Follow all safety procedures for equipment use, including but not limited to, using safety clips or stops on mechanical equipment.
9. Turn off, return or replace equipment to its original condition and location when you are not using it, even temporarily.
10. Wipe down equipment with sanitary wipes before and after use.
11. Considerate use of chalk is permitted on weightlifting platforms only. Clean any chalk from the equipment after use. Chalk is not permitted for use in the Outdoor Gym.
12. Out of consideration for other members, avoid talking on cell phones on the Fitness Floor or in free weight areas. While resting or using your cell phone for non-voice activities between sets, allow other members to work in.
13. Horseplay, fighting, dangerous conduct, and any other activity disrupting another resident is not permitted.
14. Members shall carefully inspect each piece of equipment prior to Member's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
15. Member(s) shall immediately report to X Club Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of X Club Rules and Policies.
16. It is strongly recommended that you consult with your physician before starting an exercise program.
17. Food and/or glass containers are not permitted in the Gym. Alcoholic beverages and smoking are not permitted in The Gym and
18. Individuals under the influence of alcohol and/or drugs will be asked to leave the facility.
19. Pets are not permitted in the Gym and The Outdoor Gym.
20. Outside Personal Training is not permitted in the Gym and The Outdoor Gym.
21. Olympic, powerlifting and heavy lifting style training are not permitted at The Outdoor Gym.
22. No outside equipment is permitted at the Outdoor Gym, including bringing in personal or Club equipment from The Gym.

## **POOL & POOL DECK**

### Rules & Regulations and Release of Liability

1. Members and guests will adhere to the rules and regulations posted in the pool area and Club Management policies.
2. Outside alcohol and coolers are prohibited from the pool and pool deck.
3. There will not be a lifeguard on duty. All Swimmers swim at their own risk. X Club is not responsible for accidents or injuries.



4. For their safety, Members should not swim alone.
5. Pool hours are posted at the pool. Swimming after hours is prohibited.
6. No pets are allowed on the pool deck or in the pool unless they are a registered service animal.
7. Glass containers of any kind are not allowed in the pool area.
8. Equipment such as air-inflated tubes and mattresses, jackets, flippers, masks, lounge chairs, etc. shall not be allowed in the swimming area unless authorized specifically by X Club Management.
9. Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
10. No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
11. Horseplay, fighting, dangerous conduct, and any other activity disrupting another member is not permitted.
12. Members shall immediately report to Club Management any safety hazards, as well as any other person's behavior that appears to be dangerous or in violation of Club Rules and Policies.
13. The Pool is for use by members, and their invited guests only. Invited guests may not use The Pool unless accompanied by a member. Please limit the number of guests to three (3) per visit.
14. Conduct of guests is the direct responsibility of the sponsoring member. X Club Management may suspend guest privileges when necessary.
15. An adult member must accompany individuals under the age of 16.
16. Pool Area may be cleared during inclement weather and will remain closed until re-opened by Management.

Rules, regulations and facilities are subject to change without notice. By my signature(s) below, I acknowledge that I assume full responsibility for my safety and I understand and appreciate the risks involved in using The Pool and the exercise equipment located in The Fitness Studio and The Gym. I am aware that I should contact my/our physician before I start any new exercise program. I understand that the owners, officers, agents, affiliates, vendors and employees of The X Club are not liable under any theory of liability for any injuries or other damages I may suffer as a result of said equipment, use of the Pool or use of any of the X Club facilities and services. I further understand and agree that the equipment at the Fitness Studio and The Gym as well as the Pool are solely for the use of the members and their guest(s). I also understand and agree that I will only access the X Club spaces during the designated hours. I further understand that the owners, officers, agents, affiliates, vendors and employees of The X Club make no representation nor expressed or implied warranties as to the quality of the equipment, facilities, and services.

I fully understand these terms and give my signature to this liability waiver agreement of my own volition.