

MARINERS GREEN ASSOCIATION #2

625 Fathom Drive, San Mateo, CA 94404

FITNESS CENTER AGREEMENT

***PLEASE NOTE: A separate application is required for all fitness center users, even from the same households and each applicant must have their own email address.**

Name of Applicant: _____ (Sub)-Association Name: _____

ELIGIBILITY

Residents in Good Standing: All residents in good standing with Mariners Green Association #2 are allowed to join the Fitness Center (current on all payments to the Association and not in violation of the Governing Documents). **Proof of residency with an appropriate address must be presented (current driver's license, PG & E, Phone Bill, or copy of lease).**

RULES AND REGULATIONS

1. **All rules, regulations, restrictions, and resolutions of the governing documents of Mariners Green Association #2 shall apply.**
2. No pets are allowed except for service animals.
3. Smoking is not allowed anywhere on the Mariners Green #2 property, including inside/outside the Clubhouse, fitness center, restrooms, walkways, parking lot, or adjoining areas by order of the City of San Mateo.
4. No alcohol is allowed in the Fitness Center.
5. No owner shall use the Fitness Center for any personal business or commercial use or purpose (CC&Rs Paragraph 9.01.A).
6. The Fitness Center is open from 6:00 a.m. to 10:00 p.m. Hours are subject to change at any time without notice and at Management's sole discretion. Doors will be locked outside of these hours.
7. Children (under 14) must be accompanied by their parents.
8. One Guest per visit is allowed per member. Members assume all responsibility and liability for accompanying visitors. Members may be accompanied by a fitness trainer (This counts as 1 guest per visit).
9. Work out shoes are required, i.e. rubber shoes. No wet bathing suits or bare feet allowed.
10. If you make an adjustment to any weight machine, please return it to its original settings for the next person. All weights must be returned to their storage racks.
11. Please share the equipment.

Property Management Company: The Manor Association
1820 Gateway Drive, Suite 100, San Mateo, CA, 94404, Phone: 650-637-1616, E-mail: cs@manorinc.com

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12. Wipe down the equipment when you are finished. This is not only in consideration of the next person's use, but it is also for the upkeep of the equipment. The Association furnishes sanitary wipes. It is recommended that you also carry a towel for yourself and the equipment.
13. DO NOT admit anyone to the Fitness Center. There is no limited or one time trial use. Please refer the person(s) to email cs@manorinc.com.
14. The Fitness Center is under video surveillance.
15. Always make sure that ALL doors are in the closed position and locked when leaving and lights are turned off.
16. If a member or their guest is seen damaging the equipment or any part of the interior of the Fitness Center, they will be responsible for repairs. **Please assist in helping monitor the Fitness Center by reporting it to cs@manorinc.com.**
17. Equipment repair requests and questions can be submitted to cs@manorinc.com.

INDEMNITY

The member and all users of the Fitness Center agree that the Association and its officers, employees, agents, and members shall be free from all liability and claim for damages by reason of any injury to any person or persons including the undersigned for all cause or causes whatsoever connected with said Fitness Center or any areas adjacent thereto during the use of said premises by the undersigned.

- A. I hereby agree to indemnify and hold the Association, its officers, employees, agents, and members harmless from any liability, loss, cost, attorney fees, and the obligation on account of or arising out of any injuries whatsoever.
- B. Member agrees to pay any and all fees and costs associated with this indemnity clause including but not limited to attorney fees, court costs and alternative dispute resolution fees.

DISPUTE

If a dispute arises concerning this Agreement, the prevailing party/parties shall be entitled to reasonable attorney fees, alternative dispute resolution fees, and costs. Note this clause shall not supersede the Indemnity clause where the Member has agreed to pay any fees and costs.

SEVERABILITY

If any clause in this Agreement is found to be invalid or unenforceable, the remaining clauses shall remain in full force and effect.

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ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior agreements, representations, and understandings of the parties, including any verbal understandings.

I agree to abide by the above terms, rules and procedures that are part of this three-page contract. Failure to do so may result in fines or revocation of my Association privileges and access to other amenities.

NAME: _____ **HOMEOWNER or TENANT:** _____

ADDRESS (INCLUDING UNIT #): _____

PHONE: _____ **EMAIL ADDRESS:** _____

SIGNATURE: _____ **DATE SIGNED:** _____