

Kona Kai Swim & Racquet Club

Rules and Regulations

(Updated October 2023)

Section I. Club Membership, Guests and Records

A. General Rules

1. Membership privileges will be extended to all members of the Club Member's immediate family, significant other, and the children of a significant other residing in the Club Member's household as stated in Section VII below and Bylaws Article II Section 3.
2. It is the responsibility of the Club Members to ensure that all family members (including children) and Member's guests know and obey the Club's Rules & Regulations.
3. Members may use the outdoor facilities from 5:00 AM until 10:00 PM and may use the indoor facilities during Office Hours. As of October 2023, Office hours are 9:00 AM to 9:00 PM daily. Please contact the Office for the current Office hours. The office and indoor facilities (kitchen, game room, club room and lobby) are closed, locked, and alarmed on New Year's Day, Easter Sunday, Thanksgiving and Christmas, and outside of Office Hours. Office hours vary due to the seasons, maintenance requirements and staffing limitations. Club hours are set by the Board of Directors.
4. Child supervision/accompaniment.
 - a. Children aged 8 and under must be supervised by an adult (i.e., a person 18 years or older). Supervising a child requires that the adult must at all times be able to see and hear the child.
 - b. Children aged 9-15 using the club must be accompanied by an adult. Accompanying a child requires that the adult be present at the Club while the 9–15-year-old child is at the Club.
 - c. Outside of office hours, children aged 16-17 must be accompanied by an adult family member who is also a Club member (i.e., the adult family member must be present at the Club while the 16–17-year-old child is at the Club). For clarity, children aged 16-17 can be at the Club without accompaniment during office hours.
 - d. Members are subject to penalties, including fines and suspension, among others, for not following child accompaniment/supervision rules. Members are financially responsible for all damage to equipment/facilities/etc. caused by their child, as well as for reimbursement of staff time expended related to any repair efforts.
5. The Club Manager, staff member on duty, or any Board of Directors member will enforce the rules and regulations. A Club Member who breaks the Club rules and/or demonstrates improper behavior may be subject to penalties, including fines and suspension, among others.

6. Club staff are to be treated with respect. Improper treatment of staff may result in immediate suspension of membership under Article II Section 5 of the Club By-Laws or in immediate expulsion of the member under Article II Section 6 of the By-Laws.
7. Members are expected to assess the condition of the facility and equipment and judge them suitable before using them. If there are questions or concerns, the member should not use the facility or equipment and should contact the Office immediately.
8. The last member who leaves the building is responsible for closing doors, switching off lights, the T.V., and other technology equipment. The last member who plays on the tennis courts at night is responsible for turning off all the lights.
9. The Members' Directory, if one is created and approved, is for the private use of Members only, and may not be used by Members for any commercial, fund raising, or solicitation purposes.

B. Guest(s)

1. Guests must sign a Guest Agreement and Liability Release *immediately* upon arrival at the Club. The forms are accessed from the iLobby kiosk in the front lobby.
 - a. For guests less than 18 years old, a parent/guardian of the minor must sign a Guest Agreement and Liability Release form in their stead.
2. Members must ensure that each of their guests has signed a Guest Agreement and Liability Release and that all of their guests have been properly accounted for on the release form (e.g., # of adult guests, # of child guests, # of relatives). Failure to sign in and properly account for guests will result in a monetary penalty as listed in Section VIII.
3. Guest(s) must be accompanied by an adult (i.e., 18 years or older) Club Member while the guest(s) are on the Club's premises (i.e., the adult Club Member must be present at the Club while their guest(s) are at the Club). The Club Member is responsible for the behavior of his/her guests and is further financially responsible for all damage to equipment/facilities/etc. caused by his/her guests, as well as for reimbursement of staff time expended related to any repair efforts.
4. The same guest may only come to the Club a total of 5 times in any one month, regardless of who signs them in. Visits to the Club by players and spectators of USTA, Interclub, tournament matches, and other tennis events sponsored by the Club, as well as students and parents/guardians of students of club authorized swim and tennis lessons (including Club authorized private lessons), are not included in this count.
5. Guest fees
 - a. Guest fees are applicable regardless as to which, if any, of the Club's facilities are used by a guest. Further, guest fees are applicable to all non-members, including guardians, caretakers, spectators, and accompanying non-member relatives, with the exception of:
 - i. Participants and spectators of USTA and Interclub matches sponsored by the Club.
 - ii. Parents/guardians of children attending the Club sponsored Tennis Academy.
 - iii. Parents/guardians of children attending Club sponsored swim instruction.
 - iv. Guests who fall under the guest fee exceptions above are not allowed usage of

the pool or tennis areas, other than to watch the matches or their children's instruction, and they must leave immediately upon completion of the matches or instruction.

- b. Standard guest fees are as listed in Section VIII. Standard guest fees include usage of the tennis court and pool areas.
- c. Party guest fees apply for clubroom (see Section III-C-4) and outdoor area rental (see Section III-B-4) guests. Party guest fees include usage of the tennis court and pool areas.
- d. Members will be invoiced quarterly for all appropriate guest fees as part of their regular billing.
- e. The Board of Directors may waive or alter guest fees due to special circumstances or for specific events.
- f. Prospective Members may be admitted one time at no charge with the approval of the Club Manager.

C. Club Records

1. The Club's Bylaws permit Members to access certain records associated with the operation of the Club. Those records that are specifically available to Members are: the Club's Bylaws, a list of the Club's Membership, Board Meeting Minutes, and Monthly/Annual Financial Reports.
2. These Club Records will be made available to Members Monday through Friday during the Club's office hours, except on holidays. Members should contact the Club Manager to make an appointment to review these Club Records.
3. The Club's Board Minutes and Monthly Financial Reports for the current year and two prior years are readily available in the Office. Prior years' information will be archived. If a member wishes to view one or more of these archived documents, a request needs to be made to the Club Manager. The Club Manager will arrange to make the documents available within two weeks.
4. If a Club Member wishes to review any other Club Record(s), they will have to make a request to the Board for approval to view the Club Record(s). If the Board approves the request, the Board will establish a time with the Club Manager when the requested Record(s) will be made available.

Section II. General Club Rules

A. Clubhouse/Facility Rules

1. Kona Kai is a non-smoking facility.
2. The Club Manager's Office, the Staff Office, the Tennis Coach's storage areas, the pool pump room, the workroom, and storage rooms are considered "Private Club Spaces" and are not to be entered by any Member without permission. The limitation to entering these spaces also covers the use of any equipment contained therein including, but not limited to, personal computers, printers, fax machines, telephones, copiers, and sporting equipment. Accordingly, no Member has any right to enter these Private Club Spaces or to use any of the equipment/supplies

contained therein. This restriction is due to the presence of confidential files, office and sporting goods supplies and other equipment/supplies that are maintained within these Club Spaces.

3. The Clubhouse, Facilities, and Grounds are to be kept in good order at all times. Members are expected to help keep the Club a clean and pleasant facility for all to enjoy. The Club does not maintain staff to clean the facilities during operating hours and, therefore, each member is responsible for cleaning up after themselves, their family, and their guests and may be assessed a cleaning fee as specified in Section VIII for failing to do so.
4. Keeping with the family values of the club, all games and movies should be appropriate for all ages (e.g., "R" movies, "M"-mature games are not appropriate)."
5. No one may rewire the audio-visual equipment without permission of the manager on duty.
6. No running, shouting, horseplay, or unruly behavior is permitted in any part of the indoor facility.
7. No wet swimsuits are allowed in the indoor facility with the exception of the locker rooms through their respective poolside entries or to pass through the lobby to the parking lot.
8. Use of the Kitchen area is on a first-come, first-served basis. The Kitchen is available to all members at any time. The Kitchen may not be reserved.
9. Members are to keep the Club Kitchen in a clean and orderly state out of respect for the next member. In particular, Members must clean all spills, such as spills inside the oven, on the stovetops, the countertops, refrigerator, freezer, the floor, etc. Members are also responsible for washing and putting away any dishes/glasses/cookware/utensils/etc. they use. Should a member leave the kitchen in a disorderly state, as determined by the manager on duty, the Member will be charged the cleaning fee listed in Section VIII.
10. The tennis patio and other common areas are for the use of all members. No private parties may use the area in a way that excludes other members' access.

B. Club Furniture & Equipment

1. No furniture or equipment of any kind may be removed from the Club without the approval of the Club Manager.
2. Anyone who moves Club furniture (including pool and tennis patio furniture) from one part of the Club to another is responsible for returning the furniture to its original location.
3. Only Office staff members may move the furniture in the Club's Main Room or Game room.
4. The Club's furniture and equipment is to be treated with care and used only for its intended purpose. If spills happen, the club member is responsible for the cleaning of the area.
5. The patio furniture located around the pools is not to be placed in the pools at any time.

C. Food & Beverage Consumption Limitations

1. In the pool areas (within the fences), consumption of food and beverages is confined to the pool deck tables and the picnic areas.
2. No glass containers of any kind are permitted in the pool areas, which include both the Main Pool and the Kiddie Pool.
3. No food, glass containers, sports drinks or sodas that include sugar or carbonation, or alcoholic beverages, are permitted on the tennis courts as they can damage the surface. Water in plastic or metal containers may be taken on the tennis courts.
4. The pool area is to be kept in good order at all times. Those eating and drinking in the designated areas are responsible for cleaning and straightening the area upon their departure. This includes the removal of all containers, bags, and litter and the cleaning up of spills that may attract insects.
5. Party litter or large amounts of trash are to be bagged and disposed of in the dumpster in the parking lot or, if the dumpster is locked, to be placed adjacent to the dumpster.
6. Those Club Members who fail to clean an area after they or their guests use the area may be subject to a fine. If the area requires cleaning, a cleaning fee as listed in Section VIII will be assessed to the Club Member's quarterly invoice.
7. Members are responsible for cleaning spills on all surfaces, furniture, and floors.

D. Club's Lost & Found

1. Articles, such as clothing, which remain in the Club's lost and found containers for more than 30 days, will be donated to various charitable organizations.
2. Articles of greater value, such as jewelry, tennis racquets, and eyeglasses, will be held in the Club Office or in a locked area controlled by the Club Manager.

E. Pets & Animals

1. All pets and animals with the exception of Service animals are not allowed on the Club's premises.
2. If there is a special event or reason that an animal or other pet is needed on the Club's premises, the Club Manager's approval must be obtained in advance. The member is responsible for controlling and cleaning up after the animal.
3. Failure to clean up after the animal will result in a cleaning fee as listed in Section VIII to be added to the Club Member's quarterly invoice.

F. Use of Club Sports Equipment

1. If any sports equipment, such as basketballs, volleyballs, or table tennis items, are borrowed from the Club Office, they must be returned to the Club Office. Any sports items taken from a storage bin must be returned to the storage bin.
2. If a member fails to return the sports equipment to the Club Office and the items are lost, the Club Member will be fined (see Section VIII).

G. Restrictions on Bicycles, Skateboards, Roller-skates, and Rollerblades

1. Bicycles, skateboards, roller-skates, and rollerblades are not to be used on the Club's premises.
2. Bicycles are to be placed in the designated bicycle racks at the front of the Club in the parking area and outside the locker rooms.
3. Skateboards, roller-skates and rollerblades brought to the Club are to be kept in the possession of the user on the Club's premises (to prevent accidental usage by young children).
4. No wheeled equipment other than a ball hopper or ball collector can be on a tennis court at any time as the wheels may damage the surface.

Section III. Club Rental Rules

A. General Rules

1. Members in good standing have the right to reserve for private use the Clubroom, the BBQ area, and the tables in the Picnic area. Members must call the office and fill in the rental agreement form and return to the office within 2 weeks to secure the reservation. All other areas of the Club are open to all members and may not be used exclusively at any time by members or their guests.
2. When the Club Room is reserved, members and other guests who are not invited to the party may not enter the Club Room except to access the kitchen via the tennis patio door.
3. Whether or not a reservation is made, we strongly encourage any member who is planning a function or event having 10 or more attendees to inform the Club's Office Staff to avoid potential conflicts and to minimize the potential for overcrowding the Club facilities.
4. The office provides a Rental Agreement form and also a Cleanup Checklist for each event area. All members are required to read and follow this information when planning an event.
5. The host member who reserved the Clubroom, or another adult that the host member designates, must be in attendance during the entire event including setup and cleanup.
6. The maximum number of attendees permitted for a member's function in the Clubroom (indoor party) is 100. The maximum combined total number of attendees scheduled for outdoor parties is

50 for the BBQ area and 30 for the Picnic area. Should a member wish to hold a function that exceeds these numbers they will need to obtain Board approval for the event in advance.

7. All children 8 years or younger must be actively supervised by an adult (i.e., the adult must at all times be able to see and hear the children). Further, for Club usage under this Section, a minimum of one (1) adult for every five (5) children 8 years or younger attending under the reservation must be actively supervising the children at all times.
8. No organized tennis events, such as tournaments or league events, can be held without prior approval of the Tennis Committee. The Club's Office Staff must be notified in advance of such events.
9. All parties, especially outdoor parties, must observe the City ordinance pertaining to noise. Outdoor noise is to be minimal after 10:00 PM.
10. All indoor functions at the Club must end, including cleanup, by the time the Office closes. As of September 2022, the Office closes at 9:00 PM daily. Please contact the Office for the current Office hours. Should a member wish to hold an indoor function having a later ending time, a request must be submitted in advance to the Club Manager, who may or may not approve the request depending on whether Office staff is available to stay late to close up the Club. If approved, a charge as determined by the Club Manager will be added to the host member's account (see Section VIII).
11. Setup for an event may begin the evening before as long as there is no conflict with another scheduled event. We encourage setup for evening parties to be done on the morning of the party.
12. Should any damage to the Club premises, equipment, furniture, or other property occur during a party, the cost to repair the damage, as well as reimbursement of staff time expended related to any repair and cleaning efforts, will be assessed to the hosting member's account.
13. There is no cancellation fee should a member wish to cancel a reservation but, as a courtesy to other members, we ask that reservations be canceled as far in advance as possible.
14. All party attendees must follow the Club Rules and Regulations.

B. Outdoor Club Rentals and Usage

1. Outdoor areas of the Club that can be reserved for exclusive use by members include the Picnic area and the BBQ area. All other outdoor areas of the Club are open to all members and may not be used exclusively at any time by members or their guests as part of a private event. Members with reservations in the BBQ and Picnic areas must allow other people access to communal non-reserved areas.
2. Use of the BBQ and Picnic areas is on a first-come, first-serve basis, unless an area has been reserved for a private event. A reservation fee as listed in Section VIII will be assessed for BBQ and Picnic area reservations. The BBQ area includes 5 tables on a paved area, the sink area, and the BBQ cooking area. The open grass area, Bocce Ball court, ping pong table, and Basketball/Pickle ball court areas are open to all members and their guests at all times and are not included with a BBQ reservation. Also note that if the Picnic area is reserved only the tables

and BBQ grill are reserved. The grass area and the entire sand area including playground structures are open to all members and their guests.

3. Members are responsible for adhering to the additional rules associated with outdoor reservations that are outlined in the Club Rental Agreement Contract.
4. If members use the BBQ or Picnic areas on a first-come, first-serve basis, then standard guest fees will apply. If a reservation is made to use these areas, then rental fee and party guest fees will apply.
 - a. Same day reservations are NOT allowed. If a Picnic table or BBQ area has not been reserved for a given day, then the Picnic table or BBQ area is available to members on a first-come first-serve basis.
 - b. Party guest fees include usage of the tennis court and pool areas.
5. A cleaning fee as listed in Section VIII will be assessed to the member if the reserved outdoor area or other areas of the Club are not left in a clean and orderly condition due to the hosting member's party.
6. Hosting members can request the services of additional lifeguard(s) and the Club will endeavor to provide, but cannot guarantee to provide, the requested additional lifeguard(s). For clarity, a first lifeguard can be an "additional lifeguard" if none is currently planned by the Club. Members having parties outside of club lifeguard hours with 10 or more people in the pool are asked to contact the Manager and request that the Club provide a party lifeguard. Note that all Lifeguards must be Kona Kai Lifeguards due to insurance considerations. A fee will be assessed to the hosting member for the additional/party lifeguard(s). See Section VIII.
7. Members hosting swim parties of 5 or more children 8 years or younger must inform the Manager a week prior to the event. The Club will endeavor to provide, but cannot guarantee to provide, additional lifeguard(s). The hosting member will pay any additional fees directly to the lifeguard(s) hired. See Section VIII.
8. Section V-A-9 applies for swim parties (i.e., each child wearing a water wing or other flotation device must be accompanied by an adult 18 years or older in the water).

C. Indoor Club Rentals and Usage

1. The Clubroom may be reserved for exclusive use by a member and their guests. All other indoor common areas of the Club, such as the kitchen, game room, and the locker rooms, are open to all members concurrently. The kitchen and game room should be accessed through the tennis patio door and not through the Clubroom. Access to the tennis courts will be through the double doors leading to the pool and playground and not through the clubroom.
2. Reservations are optional for parties having less than 25 attendees. Reservations are required for parties having 25 or more attendees. A reservation entitles the hosting member to have exclusive use of the Clubroom or other specified site. **Reservations may be made up until the office closes the day before the event.** Without a reservation the Clubroom, BBQ or Picnic areas may be used on a first-come, first-serve basis, but this does not guarantee the room's availability or exclusive use. Club reservations have priority over first-come, first-served users.

3. The furniture (sofas, coffee table) must be removed for parties having 40 or more attendees. Board approval is required for those members who would like the furniture to remain in the room with 40 or more attendees. The furniture in the Clubroom can be optionally removed for parties having less than 40 attendees. Note: when the furniture is removed from the club room to the game room, access to the game room is restricted due to the furniture being stored.
4. The fees charged for Clubroom use are as follows:
 - a. Attendee fees: If a reservation is made for the Clubroom, then Party guest fees will apply. See Section VIII for a listing of this fee.
 - b. Party guest fees include usage of the tennis court and pool areas.
 - c. Reservation fee: See Section VIII.
 - d. Flat fee: For 50 attendees or more, there will be a flat fee as listed in Section VIII, which includes usage of the tennis court and pool areas.
 - e. Rental and associated guest fees will not be waived for memorial services.
 - f. Additional fees:
 - i. If the Clubroom or other areas of the Club are left in a condition that requires extra work above and beyond the normal duties of the Janitors due to the hosting member's event, a cleaning fee as listed in Section VIII will be assessed to the member's account.
 - ii. There will also be an additional charge to the hosting member's account for replacement or repair of the premises, equipment, furniture, or other property that is broken or damaged during the party as well as for reimbursement of staff time expended related to any repair efforts.
5. All indoor events at the Club must end, including cleanup and all attendees leaving the Club building, by the time the Office closes. As of September 2022, the Office closes at 9pm daily. Please contact the Office for the current Office hours.
 - a. Should a member wish to hold an indoor function having a later ending time, a request must be submitted in advance to the Club Manager, who may or may not approve the request depending on whether Office staff is available to stay late to close up the Club.
 - i. If approved, a fee as determined by the Club Manager will be added to the host member's account. See Section VIII.
 - ii. Should a member wish to hold a function ending later than office closing hours the member must further obtain Board approval in advance.
 - b. Should an indoor event fail to end (an event ends when all attendees have left the Club building) by the Office closing time or by the later time approved by the Club manager or the Board, a fine as listed in Section VIII will be charged to the host member's account.

6. Additional rules associated with indoor reservations are outlined in the Club Rental Agreement Contract and must be followed by members and party guests.

Section IV. Use of the Play Area, BBQ and Picnic Areas

A. General Rules

1. When children are using the Club's Play Areas, they must be supervised by an adult 18 years or older.
2. Children or adults leaving the Play Area must shower before entering the Pool. Sand around the Play Area can be easily tracked into the pool on the feet, hands or clothing and can block the pool filters.
 - a. To avoid damage to the plumbing, sand should also not be removed or tracked away from the play areas. Sand toys should not be washed in the club sinks, bathrooms, swimming pool or water fountain.
3. Out of respect for the other members, members are expected to clean the Picnic Areas after use. A cleaning fee as listed in Section VIII will be assessed to the member if the Play Area, BBQ, or Picnic Areas are not left in a clean and orderly condition.
4. Members are responsible for proper use of the barbecues.
5. Members are responsible for turning off the gas to the barbecue burners when they are finished.
6. Members are responsible for cleaning the barbecues after each use.
7. If the trash cans are full, the trash bags must be removed and placed in the dumpster located in the parking lot or adjacent to the dumpster if it is locked.

Section V. Swimming and Pool Etiquette Rules

A. General Pool Rules

1. Regardless of whether or not a lifeguard is on duty or a child is in a swim lesson with a swim instructor, children (15 years old and under) may use the Pools only when supervised by a Member adult (parent, guardian, sibling, or host 18 years or older) or their registered Caregiver (per VII-C), or when supervised per a or b below. Supervising a child in a pool (main pool or kiddie pool) requires that the adult at all times be in the same fenced pool area as the child and at all times be able to see and hear the child, even when their child is in a swim lesson.
 - a. A relative or family friend may provide supervision if they are also a Member, are 18 years or older, have agreed to provide supervision, and have been told by the Member adult that providing supervision requires that they at all times remain in the same fenced pool area as the child and be able to see and hear the child.

- b. A non-member adult may provide supervision if the Member adult parent or guardian is present anywhere at the club at the time the children are using the pool, and if the non-member adult has agreed to provide supervision and has been told by the Member adult parent or guardian that providing supervision requires that they at all times remain in the same fenced pool area as the child and be able to see and hear the child.
2. Children under 18 may not be in the pool area outside of office hours without a parent present.
3. The Club employs and/or partners with Swim Instructors or Swim Instruction Services. Only these Swim instructors/services are permitted to provide instruction for fees to either a member or guest using the Club's pools. Should a member or guest wish to have a swim lesson at Kona Kai from someone other than these Swim instructors/services, they will have to make the necessary arrangements with the Club's Manager and Swim Coach.
4. For health reasons, everyone is expected to shower before entering the pools.
5. Lifeguards and/or office staff, under the supervision of the Club Manager, are in complete authority over activities in and around the Pools. This includes the authority to eject Members or guests from the Pool and/or Pool Area for behavior they deem to be unruly or unsafe.
6. Anyone coming to swim when the Main Pool is covered is responsible for properly removing **ALL** the pool covers before entering the pool. Before anyone is allowed to enter the pool, **ALL** pool covers must be removed.
7. If a member is unable to remove the pool covers, contact the Manager or club staff for instruction.
8. Children wearing water wings or other flotation devices must be accompanied by an adult who must be in the water. An adult can supervise no more than two children wearing flotation devices. For example, if three children are using flotation devices, then two adults in the water are required, as the first adult can only supervise two of the children and a second adult is needed to supervise the third child. This rule applies even if there are lifeguards on duty.
9. No glass articles of any kind are allowed in either the Main Pool or the Kiddie Pool or the areas around them.
10. Proper swim attire must be worn at all times when in the Pools. Absolutely no shorts or shoes, other than swim shorts or swim shoes, are permitted in the Pools.
11. Personal floating devices, air mattresses, large balls, etc., will be allowed when there are 15 or fewer persons in the Main Pool community area (e.g., not including lap swimmers in swim lanes). Air mattresses or other large floatation devices are not permitted in the Kiddie Pool. Use of these items are at the discretion of the lifeguards.
12. Anyone using the Club's pool toys or swimming equipment (kickboards, leg floats, noodles, diving rings, etc.) are required to return these articles to their proper container after use.

B. Kiddie Pool Rules

1. The Kiddie Pool is limited to children who are under 6 years of age and their siblings.

2. When a child is present in the Kiddie Pool area, an adult must be in the kiddie pool area and must actively supervise the child. This rule applies even if there is a lifeguard present.
3. Children 2 years and under, or any who wear diapers, must wear an approved swimming baby diaper when in or around either the Main Pool or the Kiddie Pool.
4. **No diving** of any form is allowed in the Kiddie Pool.

C. Main Pool Rules

1. Adult swim, meaning that only members/guests aged 18 or older are permitted in the pool, will be held for the first 15 minutes of every hour during lifeguard hours.
2. The first two lanes of the Main Pool are reserved for exclusive use by lap swimmers and/or approved swim lessons.
3. Members with reservations made via Skedda have priority use of the lane they reserved during their reservation time. Otherwise, all swim lanes are on a first come basis. If available, a member may ask the office staff for a walk-in reservation. Contact the Office for access to Skedda.
 - a. Only one lane may be reserved concurrently per membership family.

Please see the Skedda Reservation Policy document for further rules regarding Skedda usage.
4. No tennis balls or other hard balls are allowed in the Main Pool.
5. **No diving** or jumping, in any form, is allowed in or around the Main Pool.
6. If the Pool Area furniture is moved, it should be returned to its original position.
7. There will be no running, pushing, splashing, dunking or "Chicken Fights" (on the shoulders) in or around the pool area. Disorderly conduct will not be tolerated. Repeated infractions will be referred to the Club Manager and may result in the suspension of pool privileges.
8. When swimming in the Main Pool, swimmers are not to hang, pull or play on the lane lines. Swimmers are to swim under the lane lines. Repeated violations of this rule may result in the suspension of pool privileges.

Section VI. Tennis Rules

A. Tennis Code of Conduct at Kona Kai

This Code of Conduct has been prepared to make tennis activities more enjoyable for all tennis players at Kona Kai.

1. The USTA Rules of Tennis govern the rules in the game of tennis at Kona Kai.
2. Club rules should be followed.

3. The sound level on and around the courts should be kept to a minimum.
4. Other than the game/point calls by the server and line calls, players and spectators should minimize noise.
5. Guest players should be welcomed and treated with courtesy. At least one member must be playing on any court at which a guest player is playing. Members are responsible for the behavior of their guest players at Kona Kai.
6. All Kona Kai players should respect the rights and enjoyment of others, both on and off the courts.
7. Use of profanity shall be avoided.

B. General

1. Please refer to the Tennis Committee's USTA League Guidelines for more detailed information.
2. The Club has a contract with Silicon Valley Tennis Academy so that only they are permitted to provide instruction to either a member or guest on the Club's tennis courts. Should a member or guest wish to have a tennis lesson at Kona Kai from someone outside of the Tennis Academy, they will have to make the necessary financial and other arrangements with the Club's Manager and Tennis Pro.
 - a. If 7 or more balls are being used to feed from a container, this is generally considered to be tennis instruction, regardless as to whether or not money is being exchanged.
 - b. A family member may provide instruction to their immediate family members and such instruction is exempt from this rule.
3. Tennis players must wear proper tennis attire at all times. Proper tennis attire means:
 - a. A shirt must be worn.
 - b. Your general appearance reflects the sport you are about to play.
 - c. Tennis (athletic) shoes with non-marking soles are required to avoid damaging the tennis courts. Bare feet or sandals are not permitted.
4. Only tennis balls, tennis rackets, and tennis-related training equipment can be used on the tennis courts.
5. Tennis players are not permitted to either step over or jump over the tennis nets, as this is a potential safety hazard. Sitting or leaning on the nets is not permitted as this will stretch and eventually damage the cable supporting the net.
6. No more than four (4) tennis players may occupy a tennis court while playing. Lessons and special events authorized by the Club are exempt from this rule.
7. At least one of the players on the court must be a member and actively playing.

8. No food, glass containers, or alcoholic beverages are permitted on the tennis courts.
 - a. Water, sports drinks that do not contain sugar or carbonation, and energy snacks may be taken onto the tennis courts in plastic/metal containers or bags. Sugary and carbonated drinks are not allowed as they may damage the court surface if spilled.
 - b. As a courtesy to others, clean up as necessary. This is important to maintain the condition of the courts.
 - c. If the courts are not left in a clean and orderly condition, a cleaning fee as listed in Section VIII will be assessed to the member.
9. Players vacating a court are to remove all of their equipment and debris, such as can lids, cups, beverage containers, used tennis balls, etc.
10. Tennis players leaving a court must close the gates and turn off the tennis court lights if no one is waiting.
11. Children are permitted on the tennis courts only if they are playing tennis or are observing from a safe place, such as the center benches. Children that are immediately outside the tennis court perimeter fence must not constitute a nuisance to the other tennis players and observers.
12. Players and spectators must not make excessive noise, such as shouting, cheering, or speaking in a way that is audible in adjacent courts and disruptive to other play. Playing music is not allowed. Use of profanity shall be avoided.
13. All play on the tennis courts must cease promptly at 10:00 PM. This is per club regulation and to comply with a Santa Clara City ordinance requiring all tennis lights to be extinguished by 10:00 PM.
14. Juniors are permitted to play in the adult championships. They may only participate in other tournaments and tennis socials with the permission of the event organizers.
15. Anyone who borrows a Club water cooler is required to clean and return it to the cupboard after use.
16. The tennis patio and other common areas are for the use of all members. No private parties may use the area in a way that excludes other members' access.
17. The tennis gate area must remain unobstructed so members and visitors may freely enter and exit.

C. Tennis Court Priorities and Procedures

1. Club Tournaments, USTA, Interclub Matches, Clinics and other events that have been officially sanctioned by the Tennis Committee and the Board of Directors have priority over general play.
 - a. These events will be visible on the tennis calendar at least one week in advance. Exceptions may be made for end of season make-up matches and USTA playoffs.

2. Before going onto a tennis court to play, a Club Member in the group must register for that court using the reservation system (Skedda) in advance, or by contacting the office before walking onto the court. Registering for a court must be done whether there are many other tennis courts available or not.
3. Please see the Skedda Reservation Policy document for rules regarding Skedda usage.
4. Advanced reservations may be made up to 7 days in advance and are limited to 2 total hours per membership per day, 6 hours total per week, starting from Sunday to the following Saturday.
5. Concurrent reservations are not allowed and only one reservation may be made per membership family for any given time. Members may use additional courts if they are available but must vacate them if someone else has a reservation or has registered for the court with the Office.
6. A reservation must be made in the name of one of the players on the court or a member of the same household of one of the players.
 - a. Reservations are only transferable to other member players listed in the court reservation.
 - b. All players must be listed in a court reservation, including members and guests.
 - c. A court reserved by a member must be used by someone from that member's household.
7. Any non-reserved courts are available at the time of play on a first come first serve basis. The players must be present at the club and must register for the walk-in court at the office. This is considered a "walk-in" reservation and will not count toward the player's quota. The reservation time for this walk-in is limited to 1.5 hours and cannot be extended by any of the players. However, players may play beyond their reservation end time if no one else requests the court.
8. Unneeded reservations must be canceled promptly, at least a day in advance if possible. Repeated unused reservations may result in loss of reservation privileges or other penalties. If the Skedda system does not permit cancellation, the member must contact the office to cancel.
9. A court reservation may be assumed to be a no-show if no players listed in the reservation have arrived after 15 minutes, at which point the court could be reassigned to another member. Repeated no-shows may result in temporary loss of reservation privileges or other penalties.
10. Players may continue to play after their reservation time is up if there is no upcoming reservation. However, they must be ready to vacate the court promptly when the next reservation party or walk-in member player who registered the court at the office shows up.
11. The office may cancel any reservations that exceed the membership allowance or are otherwise not allowed under the current rules, or that demonstrate abuse of the reservation system.
12. Cancellations and no shows due to rain are allowed at any time and will not count toward any quota.

13. Repeated violations will result in temporary suspension of reservation privileges. Severe violations may result in immediate suspension of reservation privileges and other disciplinary actions.
14. The Tennis Pro has priority on the Teaching Court and additional courts during the times established by the Tennis Committee and approved by the Board. Lessons and clinics will be posted in the reservation system.
15. Use of the club ball machine takes priority on court 3 and should only be reserved when other equivalent courts (4, 5 and 6) are not available.
16. Drills involving baskets or more than 6 balls should not be done in courts 1 or 2, except with the explicit approval of the players in the adjacent court. By the same principle, ball machines should not be used in courts 1 or 2.

D. USTA League Matches and Ladies Inter-Club Matches

1. No more than 3 courts may be used simultaneously for USTA matches or related activities unless by special approval of the Tennis Committee.
2. For USTA adult league weeknight matches:
 - a. Courts 4, 5 and 6 may be used from 8pm until 10pm.
3. For USTA weekend matches:
 - a. Courts 4, 5 and 6 may be used.
 - b. No matches can start before noon on Saturdays or noon on Sundays.
 - c. 3-line weekend matches will be scheduled for 2 hours for lines 1 and 2 and 2.5 hours for line 3.
 - d. 5-line weekend matches will be scheduled for 3.5 hours for 2 courts and 4 hours for 1 court. Lines 1, 2 and 3 can start simultaneously. Lines 4 and 5 will be "to follow."
4. USTA Daytime League matches:
 - a. Use courts 4, 5, and 6 on weekdays after 10AM.
 - b. For weekend matches, refer to Rule VI-D-3 above.
5. The Ladies Inter-Club matches held on some Thursday mornings starting at 9:30 AM and ending at 12:30 PM are permitted to use four (4) of the tennis courts simultaneously.
6. USTA and Inter-Club match dates and times are subject to change to be determined based on usage patterns observed in the reservation system.
7. The USTA match reservations will be done in accordance with USTA requirements and visible in the reservation system. Exceptions may be made for make-up matches and end of season playoffs.

8. Warmup courts may not be reserved for matches but may be used if they are available and no one else has reserved them.
9. Team practices have the same priority as other types of play. Reservations should be made by the team captain or member players. There should be at least one member on a practice court at all times.
10. As part of the Ladies Inter-Club competition, competing guests are exempt from the Club's guest fees during an Inter-Club match.
11. All non-members playing on Kona Kai USTA League teams are subject to a nonmember USTA league fee (as listed in Section VIII) each season and must sign a waiver at the start of each season. This non-member fee includes court usage during matches. Non-members must pay regular guest fees during practices or any other visits to the club.
12. Guest fees are not assessed for Club sponsored USTA League matches at Kona Kai for any members of the home or visiting teams or for match spectators.
 - a. Use of the Club by the team members is limited to the tennis area and to use of the tennis courts during their sanctioned league play, and they must leave the Club promptly after league play ends.
 - b. Use of the Club by the league match spectators is limited to the tennis area (not including use of the tennis courts) and they must also leave the Club promptly after league play ends.
 - c. If any USTA team member or spectator wants to stay after league play ends or wants to otherwise use tennis courts, they must pay a standard guest fee.
13. All non-Club member players and spectators must sign a guest waiver releasing Kona Kai from any and all liabilities if injured. It is the responsibility of the Kona Kai team captain to obtain signatures from visiting players/members when entering the club.

Section VII. Membership Policy

A. Member Definition

1. Single children living at home with a member parent/guardian are considered a member of Kona Kai up until the age of 30. A child aged 30 or over who is living at home with a member parent/guardian and who is a dependent of the member parent/guardian (e.g., an adult child with a disability) is considered a member of Kona Kai. Children who no longer live at home, or are married and living at home, are considered guests and will be charged the family guest fee.
2. College students away at college for portions of the year are considered to be still living at home and are therefore considered member children.

B. Key Card Policy

1. All eligible members (see above Member definition) will be issued a photo key card for entry into the Club. The first two cards, per member family, are included in the membership. All additional cards for eligible member children 18 years or older (see above Member definition) will be charged a fee as listed in Section VIII.
2. Replacement cards will be charged a fee to be decided by the Board and will be reviewed annually. See Section VIII.
3. **Photo key cards are NON-TRANSFERABLE.** In the case where a card is used by someone other than the card holder, that card will be deactivated for three months. To have the card reactivated the owner will have to re-sign the use agreement with the office. A second offense will result in a key card being deactivated for six months.

C. Caregiver Addendum Policy

1. Caregivers for members' children will be permitted to bring member children to the club during office hours, Monday through Friday only.
2. Caregivers will need to be registered with the office, affirming Caregiver status, and sign the Kona Kai waiver.
3. There will be an additional monthly fee as listed in Section VIII for families who use this policy. This fee will be added to the quarterly dues statement. Only full month fees will be assessed, even if a caregiver only uses this benefit for a portion of a month.
4. A member family may only have one registered caregiver at any time.
 - a. The registered caregiver can be changed at any time for a fee as listed in Section VIII.
 - b. No fee will be charged to change a Caregiver if the previous Caregiver has been registered for at least 11 months.
 - c. No fee will be charged to register a Caregiver if no other Caregiver has been registered by the member family in the previous 6 months.
5. Caregivers will be issued a key card. This keycard is non-transferrable and doing so will result in card deactivation as described in Section VII-B-3.
6. Caregivers are NOT eligible to use the facility unless accompanied by member children. Unauthorized usage will result in a loss of Club privileges.
7. In the case where the Caregiver is using the club WITH the member family, outside the specified hours, the family member guest fee as listed in Section VIII will apply.

D. Family (Extended) Visitor Addendum Policy (FEV)

1. Members who enjoy extended visits from family can apply to have a Family (Extended) Visitor Addendum added to their quarterly statement.
2. Family (Extended) Visitors will need to be registered with the office, affirming the duration of their visit, and sign the Kona Kai waiver.
3. There will be an additional monthly fee as listed in Section VIII, the fee to be billed quarterly, for families who use this policy. Only full month fees will be assessed, even if a visitor only uses this benefit for a portion of a month.
4. This FEV Addendum policy will only be available for 2 quarters per calendar year.
5. Family (Extended) Visitors Addendum is per person, with a limit of two Family (Extended) Visitors per membership.
6. FEV will be issued their own keycard. This keycard is non-transferrable and doing so will result in card deactivation as described in Section VII-B-3.
7. FEV are NOT eligible to use the facility unless accompanied by a member. Unauthorized usage will result in a loss of Club privileges.
8. A visiting adult using the Club with the child of a family member is considered a Caregiver in this instance and the Caregiver Addendum policy applies.
9. There will be no limit on the number of times a visiting family member can visit the Club during the period covered by the Addendum.
10. FEV's are not permitted to host events at Kona Kai and will be charged the family guest fee for Club hosted events such as the BBQs and parties when attending with the member.

Section VIII. Fees and Fines

A. Billing

All fees and fines will be assessed to the Club Member's quarterly invoice.

B. Fees

1. Standard guest fees: \$8.00 per adult, \$5.00 per child (under the age of 18) and \$5.00 for extended family members. (See Section I-B-5)
 - a. Standard guest fees include usage of the tennis court and pool areas.
2. Party guest fees: \$3 charge for each adult non-member attendee (ages 18 and over) and a \$1 charge for each non-member child (3-17 yrs.) and for each extended family member. (See Sections III-B-4 and III-C-4)

- a. Party guest fees include usage of the tennis court and pool areas.
3. BBQ area reservation fee: \$50 (See Section III-B-2)
4. Picnic table area reservation fee: \$30 (See Section III-B-2)
5. Additional lifeguard fee: As determined by the Office Manager (See Sections III-B-6 and III-B-7)
6. Clubroom reservation fee: \$100 (See Section III-C-4-c)
7. Clubroom and guest fee for events with 50 or more attendees: Flat fee of \$350 (See Section III-C-4-d)
8. Office personnel need to lock up later than normal hours due to a Clubroom event: \$20 minimum with the actual fee as determined by the Office Manager (See Sections III-A-10, III-C-5)
9. USTA League Fee: \$50 per season (See Section VI-D-11)
10. Additional key card fee: \$30 (See Section VII-B-1)
11. Replacement key card fee: \$30 (See Section VII-B-2)
12. Caregiver addendum fee: \$30 per month (See Section VII-C-3)
13. Fee for changing the registered caregiver: \$30 (See Section VII-C-4)
14. Family (Extended) Visitor Addendum: \$ 30 per month (See Section VII-D-3)

C. Cleaning fees

1. The Office Manager determines all cleaning fees. The Office Manager's decision is final for cleaning fees of \$100 or less. Fees of more than \$100 can be appealed to the Board President, who will appoint a group of three or more Board Members to review the cleaning fee. A majority vote of the reviewing Board members is required to overrule the Office Manager.
2. Cleaning fee: Minimum of \$50
 - a. Examples of when this fee will be applied:
 - i. for failing to keep the Club Kitchen in a clean and orderly state (See Section II-A-9)
 - ii. For failing to clean an indoor or outdoor area after a member or his/her guest(s) use the area (See Sections II-C-6, III-B-5, IV-A-3)
 - iii. For failing to clean up after an animal brought by the member or his/her guest, (See Section II-F-3)
 - iv. For failing to clean a mess/spill/etc. created by the member or his/her guest(s),
 - v. for failing to leave a tennis court in a clean and orderly condition, (See Section VI-B-8-c)
 - vi. If the Clubroom or other areas of the Club are left in a condition that requires extra work due to the hosting member's event above and beyond the normal duties of the Janitors. (See Section III-C-4-e)

D. Fines

1. The Office Manager determines whether or not a member incurs a fine. The Office Manager's decision is final for fines of \$100 or less. Fines of more than \$100 can be appealed to the Board President, who will appoint a group of three or more Board Members to review the fine. A majority vote of the reviewing Board members is required to overrule the Office Manager.
2. Fine for failing to sign in and properly account for guests: \$30 per guest per incident in addition to the appropriate guest fee (see Section I-B-2)
3. Fine for loss of sports equipment resulting from failure to return the borrowed equipment to the Club Office: Replacement cost of the lost item(s) (See Section II-F-2)
4. Fine for failing to end an indoor event (an event ends when all attendees have left the Club building) by the Office closing time or by the later time approved by the Office Manager or the Board: \$20 plus \$10 for every 5 minutes past the Office closing time or approved later time (See Section III-C-5)