



## OVERVIEW

The following Rules and Regulations are established by The Wonderer (herein after, "the Club") to protect the Club facilities and to promote the health, safety and enjoyment of the Club's members and its guests. The Club is committed to providing a pleasant experience, and all members and guests are expected to act in a manner consistent with the rules established below. (Please note, the Club may also amend these Rules and Regulations as necessary, at any time).

## GENERAL CLUB RULES

- The Club is open daily for fitness, aquatics, co-working, and casual dining. Certain areas of the Club may also be closed depending on member utilization, private events, and/or for scheduled maintenance and repairs.
- The Club reserves the right to close the property or hold promotional, member planned, or outside events at its sole discretion.
- The administrative office is located at 1705 Meeting Street, Charleston, SC 29405. It is open Monday - Friday from 9am until 5pm ET and closed Saturdays, Sundays, and holidays.
- The Club will operate under specified hours for certain dates, weeks and holidays, such as Easter, Thanksgiving week, Christmas Eve, New Year's Eve, and New Year's Day. The Club will be closed on Christmas Day.
- Members and guests are prohibited from bringing outside food or beverage into any area of the club property, unless otherwise approved by management.
- Commercial advertisement shall not be posted or circulated in the Club, nor shall solicitations of any kind be allowed on Club property.
- Any and all membership details, such as individual contact information will not be given out unless authorized. Members can opt-in to be on the Club contact directory, which is distributed to active members only. None of this information will be used for solicitation or commercial purposes of any kind.
- Outside entertainers or performers will only be permitted with the express consent and permission of the Club Management.
- Club employees are onsite to ensure member safety and to ensure all guests enjoy their experience, however they should never be asked for any special

- services outside of their regular duties. This includes the personal use of the Club's furnishings or equipment outside of regular Club hours of operation.
- Harassment of any kind will not be tolerated and will result in disciplinary action and/or potential revocation of membership, at Club management's sole discretion.
  - While the Club shall remain a safe space for members and their guests, the Club is not responsible for any damage, theft, or loss of personal property that is brought onto the premises.
  - Pets are not allowed on Club grounds, with the exception of service animals.
  - Automobiles should be parked within markings and designated areas, but the Club is not responsible for any vehicles or personal belongings left inside the vehicles, while parked on the premises.
  - No vehicles are to be left overnight on the premises without approval of Club Management. Unauthorized vehicles are subject to be towed off premises at the vehicle owner's expense.
  - No bicycles, motorcycles, rollerblades or skateboards are allowed inside any building at any time.
  - The Club is a drug-free environment, and any form of tobacco is also prohibited. No smoking, vaping, or chewing of tobacco is allowed.
  - No fireworks are permitted anywhere on Club property or adjacent areas unless part of an event organized and conducted by the Club.
  - Firearms or any other weapons are not permitted on Club property at any time.
  - All complaints, criticisms, and/or suggestions directly related to the Club, staff, and/or operations should be addressed with the General Manager.
  - The General Manager of the Club has full authority to enforce any and all of these Rules and Regulations.
  - Members and their guests acknowledge and agree that the Club has permission to share any and all photos or content created at the Club.

## **MEMBERSHIP FOBS**

- The Club will issue one membership fob to each member, who must have them on their person at all times while on Club premises.
- Membership fobs are non-transferable and may not be used by any person other than the person to whom the fob is issued.
- Purchases made at the Club will be billed to the member's account, and fobs must be presented at the point of sale. Whether lost, stolen, or damaged, the Club management reserves the right to charge a fob replacement fee.

## **MEMBER DUES, FEES & CHARGES**

- Members' dues are billed monthly, unless the member has paid the full annual amount up front. (Any additional spend will be billed on or around the 1st and 15th of the month).
- Monthly statements include all aforementioned dues, fees, and charges and any additional purchases including but not limited to food, beverages,

merchandise, services, other elected or governed fees, taxes, gratuities, and service fees that were charged to the member's account.

- Statements will be emailed before processing payment on or around the 1st and 15th of each month.
- Any credits made to a member's account will be reflected on the member's statement in the following month's statement.
- Members may request a printout or email of their statement at any time and it is always available on your Wonderer App. If a member's account is not paid in full within a thirty (30) day period, the Club will provide notification and has the right to suspend club access, as well as account activity and privileges, which could include revocation of their membership.
- Continued delinquency of payments for a period of sixty (60) days from the date the member's account is first billed, or repeated incidents of delinquency by the member, may result in fees and possible termination of membership.
- The Club reserves the right to take any necessary actions it deems necessary, and members shall be liable for all costs, fees, and expenses related to any subsequent legal action or proceedings.
- Per the Rules and Regulations and the Membership Agreement, a member may resign membership by contacting the membership team and scheduling a meeting to discuss the reason for cancellation, at which point written notice of resignation shall be delivered to the Club's office with a minimum of sixty (60) days prior to desired date of termination. Any key fobs given to the member(s) under the account requesting cancellation must also be returned in order to fully terminate the membership. If the fobs have been lost or stolen, a few may apply.

## **MAILING ADDRESSES & MEMBERSHIP CORRESPONDENCE**

- Each member shall be responsible for providing the Club with an up-to-date mailing address, email address, and phone number where they can be reached.

## **PRIVATE FUNCTIONS**

- Private functions are permitted at the Club only with permission of Club Management. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any outside décor that may have been brought in for the function.
- The sponsor of the function shall be responsible and liable for any damage to the Club facilities. The sponsor is also responsible for any outstanding or unpaid charges that may have been incurred by any individuals attending the private function.
- The sponsor must also be responsible for all items signed on our separate Venue Rental Agreement.

## CODE OF CONDUCT

- Members are responsible for their own conduct and for the conduct of their guests. Any member whose conduct or whose guest's conduct does not adhere to the Rules and Regulations will be asked to leave the Club.
- Any behavior or activity that could potentially endanger the welfare or safety of any Club employees, members, or guests may be reprimanded, fined, suspended, or expelled from the Club and have all privileges associated with the membership suspended or terminated.
- The Club reserves the right to decide what constitutes improper conduct, which includes but is not limited to (i) failure to meet eligibility of membership, (ii) submitting false information on the Membership Agreement, (iii) allowing their membership card to be used by another person, not registered within the member's Membership Agreement, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the Rules and Regulations and/or the Membership Agreement as established by the Club, (vi) abusing Club personnel or employees, or (vii) acting in a manner incompatible with the standard of conduct of the existing membership, which would likely harm the reputation of the members, guests, staff, or the Club as a whole.

## LOSS OR DESTRUCTION OF PROPERTY & INSTANCES OF PERSONAL INJURY

- The Club shall not be held responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere.
- Any such personal property, which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, or may be otherwise disposed of.
- Furnishings and equipment are for the exclusive use of the Club and are not to be loaned to or removed by any member or guest without proper written authorization. Any member, guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, with or without written permission by the Club, either on or off the Club premises, shall do so at his or her own risk. The member and his or family members, and guest shall hold The Wonderer and its affiliates, and their respective shareholders, partners, directors, officers, managers, members, employees, heirs, representatives, (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member

- Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Club, with or without written permission, or any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to prevailing Indemnified Parties for all cost and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

## CASUAL DINING

- Dinner reservations are strongly suggested for parties over six or more. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5 p.m. on the day such reservation is desired.
- Reservations for large parties will be accommodated on an "as available" basis. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3 p.m. on the day the reservation is desired.
- Reservations may be required for certain Events, Classes and Appointments and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club. Additionally, a cancellation policy and/or fee may apply to certain instances. Members failing to adhere to such cancellation policies may be billed such fees for failing to provide proper notice in accordance with the attendance policies or deciding to attend after the window of complimentary registration has expired.
- A member may not decrease the service charge percentage on his or her ticket, but he or she may add a gratuity amount and signing the presented bill.
- A member shall not feel obligated to tip or increase the service charge amount.
- For all member sponsored events or non-member events, an automatic twenty percent (23%) service charge, or as determined by the Club from time-to-time, may be added to all food and beverage sales at point of sale. All service charges are subject to local sales tax.
- Cash tipping in lieu of the service charge percentage in place is not permitted.
- It is customary for the Club to send a letter providing an opportunity for members to contribute to a Holiday Fund for all Club employees. Payments of such contributions will be voluntary and will be charged to the member's account
- The Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

## ATTIRE

- We ask that members dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club.
- Members should advise their guests of the dress requirements prior to arriving at the Club. The Club may publish new dress requirements from time-to-time.

Swim attire may only be worn in the pool area. All other Club Facilities require appropriate cover-ups.

- Nude or topless sunbathing is expressly prohibited.
- Appropriate attire must be worn in a tasteful manner on Club premises at all times.

## POOL

- The Pool is open year-round.
- Swimming is only permitted during designated hours.
- Use of the pool is for the exclusive use of the members and guests as defined within the Rules and Regulations.
- Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the Club staff immediately.
- Anyone wishing to use the pool facilities must first register and present their membership fob before entering the pool.
- Members must register their guests and are responsible for the payment of any appropriate charges.
- Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area.
- Trash and recycling should be placed in the proper receptacles located throughout the pool area.
- All swimmers must wear bona fide swimming attire. Cut-offs, tennis attire, fitness clothing and Bermuda shorts are not considered appropriate swimwear.
- Animals, bicycles, skateboards, play balls of any kind, and coolers are not permitted in the pool area.
- Lifesaving and pool cleaning equipment should only be used for their intended purposes by the Club staff.
- All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
- Floating devices, inner tubes and/or snorkeling equipment are not permitted. The Club's management staff has the authority to ask anyone who does not follow the pool Rules and Regulations to leave.
- Persons having an infectious disease or suffering from a cough, cold, or cold sores, or wearing bandages, may be refused by appropriate Club management personnel.
- Persons who leave the pool area for over 45 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool is not allowed.
- Private parties may be held in the pool area only with the prior approval of the Club.

## FITNESS

- Shirts must be worn at all times. Shirts with offensive/profane messages are not allowed.
- Footwear must be athletic, soft-soled, non-marking shoes and must cover the entire foot. Open-toed and backless shoes are not allowed. Sandals, boots and heels are not permitted anywhere in the Fitness Center or Specialty Room.
- Good order, proper attire, decorum and consideration of the rights and comforts of others must be observed at all times.
- Members making advance reservations for fitness classes must do so in the club app. Late cancellations may be subject to a fee.
- No phone calls are allowed during fitness classes or in our Fitness/Wellness Facility.
- In case of an emergency please call 911 first and then alert Club Management. First Aid kits are located at the Front Desk and in the main fitness room closet.