

**ORDER NO. 24- 0912-**

**AN ORDER APPROVING AMENDED BRUSHY CREEK  
MUNICIPAL UTILITY DISTRICT COMMUNITY CENTER  
MEMBERSHIP POLICIES AND RULES**

WHEREAS, Brushy Creek Municipal Utility District (the “District”) is a conservation and reclamation district, a body corporate and politic and governmental agency of the State of Texas, created under Article XVI, Sec. 59 of the Texas Constitution by order of the Texas Water Commission, now the Texas Commission on Environmental Quality (“TCEQ”), and the District operates under Chapters 49 and 54 of the Texas Water Code, as amended;

WHEREAS, Section 49.463 of the Texas Water Code authorizes districts to own, develop, construct, improve, manage, maintain, and operate park and recreational facilities;

WHEREAS, pursuant to the foregoing authority, the District has financed, constructed and operates numerous park and recreational facilities to serve the residents of the District, including a community center, parks, swimming pools and park pavilions;

WHEREAS, Section 54.205 of the Texas Water Code authorizes a municipal utility district to regulate privileges on any land owned or controlled by the district;

WHEREAS, pursuant to such authority, the Board of Directors has previously adopted a Community Center Membership Policies and Rules that sets forth the District’s rules and policies governing the District’s Community Center, including policies and rules applicable to members and patrons of the Community Center; and

WHEREAS, the Board of Directors desires to amend the Brushy Creek Community Center Membership Policies and Rules ; Now, Therefore,

**BE IT ORDERED BY THE BOARD OF DIRECTORS OF  
BRUSHY CREEK MUNICIPAL UTILITY DISTRICT THAT:**

Section 1. The matters and facts recited in the preamble to this Order are found to be true and correct and the same are incorporated herein as a part of this Order.

Section 2. The Board of Directors hereby approves the revised Brushy Creek Community Center Membership Policies and Rules in the form attached hereto as **Exhibit “A”**.

Section 3. This Order, including the revised Brushy Creek Community Center Membership Policies and Rules approved hereby, shall become effective immediately upon adoption.

Section 4. The President and Secretary of the Board are hereby authorized and directed to execute this Order. After this Order is executed, an original Order shall be filed in the permanent records of the District.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
President, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

(SEAL)

**Exhibit “A”**

**Revised Brushy Creek Community Center Membership Policies and  
Rules**

# Brushy Creek Community Center Membership Policies & Rules



16318 Great Oaks Drive  
Round Rock, TX 78681  
(512) 255-7871  
[www.bcmud.org](http://www.bcmud.org)



Dear Community Center Member,

Welcome to the Brushy Creek Community Center. The Brushy Creek Municipal Utility District offers a variety of programs covering a multitude of age groups and varied abilities. District Board members, Committees, and Staff are pleased you joined the Center. We hope you explore the many ways you can benefit from your membership.

The Community Center is over 65,000 square feet and includes two full gymnasiums, an indoor walking track, a group exercise room, two racquetball courts, men's and women's locker rooms, fully equipped weight room, child play area, game room, craft room, study, kitchen, and banquet or meeting rooms.

Membership has its benefits which include use of the facilities, program and class discounts, priority registration, free group exercise classes, free open gym times, Wi-Fi hotspots and a free coffee bar.

Included in this Membership Policy are the Brushy Creek membership policies and facility rules for your convenience and reference.

We encourage your comments in our suggestion box, located in both lobbies or e-mail: [CSR@bcmud.org](mailto:CSR@bcmud.org)

Welcome and enjoy your membership!

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### Hours of Operation

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Monday – Friday 5:30am – 9:00pm

Saturday 7:00am – 9:00pm

Sunday 10:00am – 4:00pm

**NOTE: The Board of Directors of the District may change any of the policies, rules, and regulations listed in the Membership Policies at any time.**

### Brushy Creek Municipal Utility District Membership Policies and Agreement

## **I. Introduction**

Brushy Creek Municipal Utility District is a political subdivision of the State of Texas. It is a municipal utility district created and operating under and in accordance with Chapters 49 and 54 of the Texas Water Code. Pursuant to the District’s constitutional and statutory authority to own and operate recreational facilities, the District currently operates a community center (the “Community Center”) for the use and enjoyment of residents. The District offers residents and non-residents the opportunity to become a member of the Community Center in order to obtain certain privileges and discounts that are not available to the public at large.

This document sets forth the District’s policies relating to membership. All persons who execute the Membership Agreement agree to become a member of the Community Center on the terms and conditions set forth herein.

*Refer to the adopted Parks and Recreation Rate Order for all related fees and all these are payable at the time of registration.*

## **II. Types of Membership**

The District offers the following types of membership to the Community Center:

1. **Resident Memberships** – The District offers the following resident memberships. In order to qualify for resident membership, an individual or household must reside within the boundaries of the District or own property in the District. Proof of residency will need to be provided.
  - a. **Resident Individual Membership** – A resident individual membership is available only to an individual that resides within the District or owns property in the District. The individual’s household, relatives, friends, or co-inhabitants will not have access to, use of, or privileges at

- the Community Center by or through the member, except as a holder of a Day Pass.
- b. **Resident Individual District Pass Membership** – A resident individual district pass membership includes additional privileges to the District’s pools and tennis courts and is available only to persons that qualify for a resident individual membership.
  - c. **Resident Household Membership** – A resident Household Membership is available to Individuals listed under the Household Membership must reside in the same household. Eligibility for the household includes a maximum of two adults and three children (under 23). For each child/adult exceeding five members within the same residence, 20% of the total dues will be collected upon registration.
  - d. **Resident Household District Pass Membership** – A resident household district pass membership provides additional privileges to the District’s pools and tennis courts and is available only to households that qualify for a Resident Household Membership. Individuals listed under the Household Membership must reside in the same household. Eligibility for the household includes a maximum of two adults and three children (under 23). For each child/adult exceeding five members within the same residence, 20% of the total dues will be collected upon registration.
  - e. **Resident Senior Pass** – A resident senior pass is available to individuals who reside within the District and are 65 years of age or older. Resident senior pass privileges are limited, and subject to change from time to time. Membership privileges are available to the



individual, and not to that person's spouse or dependents.

2. **Non-Resident Memberships** – The District offers the following memberships for non-residents, defined as any individual or household that does not reside within the District's boundaries.
  - a. **Non-Resident Individual Membership** – A non-resident individual membership is available to individuals that do not reside within the District. The individual's household, relatives, friends, or co-inhabitants will not have access to, use of, or privileges at the Community Center by or through the member, except as a holder of a Day Pass.
  - b. **Non-Resident Individual District Pass Membership** – A non-resident individual district pass membership includes additional privileges to the District's pools and tennis courts and is available only to persons that qualify for a non-resident individual membership.
  - c. **Non-Resident Household Membership** – A non-resident Household Membership is available to a household that occupies a residence that is not located within the District. Individuals listed under the Household Membership must reside in the same household. Eligibility for the household includes a maximum of two adults and three children (under 23). For each child/adult exceeding five members within the same residence, 20% of the total dues will be collected upon registration.
  - d. **Non-Resident Household District Pass Membership** - A non-resident household district pass membership provides additional privileges to the District's pools and tennis courts. Individuals listed under the Household

Membership must reside in the same household. Eligibility for the household includes a maximum of two adults and three children (under 23). For each child/adult exceeding five members within the same residence, 20% of the total dues will be collected upon registration.

3. **Short Term Memberships** – The District offers the three-month short-term memberships to resident and non-resident individuals only.
  - a. The Membership Activation Fee must be paid as with all new memberships.
  - b. The membership is for a total of 3 consecutive months from the activation date.
  - c. Short-term memberships cannot be upgraded to any package until the completion of the three months.
  - d. If upon the completion of the three months, the member wishes to upgrade to an annual membership, the individual will not receive credit for three months.
4. **Change In Membership** – During the initial 12-month membership term and upon 30 days prior written notice, an Individual District Pass Member and Household District Pass Member (both resident and non-resident) may change the membership type to an Individual Membership or Household Membership, respectively. Any such changes shall be effective from the first day of the month following the elapse of the notice period. No other changes may be made to a membership type during the initial 12-month membership period. By way of example, a Household Membership may not be converted to an individual membership during the initial 12-month membership term.

After the expiration of the 12-month membership term, any member may change a membership plan at any time

by providing not less than 30 days prior written notice to the District. Any changes shall be effective at the end of the 30-day notice period.

**The Board of Directors of the District may change membership types at any time.**

Membership fees, types and any other privileges are subject to change at the discretion of the District Board of Directors and/or its designated representatives.

**III. Annual Membership Term**

Upon completion of a Membership Application and payment of the applicable fee, the membership term shall commence. **The minimum term of a membership is one year, without exception.**

After the elapse of the initial 12-month membership term and upon providing not less than 30 days prior notice, then a member may terminate a membership, as described in more detail to follow.

By signing a membership agreement, each member agrees that he/she is signing a contract with the District that obligates the member to pay for the membership for a period not less than one year, and that the member will receive no refunds, except as specifically authorized herein. There shall be no extensions of membership for non-use.

**IV. Membership Privileges**

All memberships shall be entitled to use of the Community Center and to participate in the District's recreational programming in accordance with the District's rules, policies, and procedures, including appropriate payment. District pass memberships shall have access to and use of the District's tennis courts and swimming pool facilities at a reduced cost.

**In the event a member’s account remains delinquent for 30 days during the initial 12-month membership term, membership privileges shall automatically terminate for the remainder of the contract term until all delinquent payments and fees are made to the District, and the account is otherwise brought into good standing.**

**In the event of termination of membership privileges for nonpayment, that member shall not be entitled to enroll in any District park and recreational programs or activities of any kind until all outstanding amounts due the District are paid in full and the account is otherwise brought into good standing.**

Membership privileges are personal to a member and may not be sold, transferred, or otherwise assigned in any manner.

**The Board of Directors of the District may change membership privileges at any time.**

## **V. Termination of Membership**

A member may not terminate a membership during the initial 12-month membership term except for the following reasons:

- a. An individual member is activated for military service. Under such circumstances, the member must provide a copy of military orders from the issuing authority;
- b. An individual member or head of household (for a Household Membership) is permanently relocated for a business more than 25 miles from the address set forth in the membership application. Under such circumstances, the member must provide a copy of a utility bill or other correspondence to demonstrate the new domicile; or
- c. An individual member or head of household (for a Household Membership) dies. Under any such circumstances, a membership may be terminated by

providing not less than 30 days prior written notice of termination to the District at the Community Center. The termination will be effective the last day of the month after elapse of the 30 day notice period.

- d. An individual member or head of household is subject to a refund within 24 hours of their purchase of a membership if they change their mind.

A membership may be terminated by a member at the expiration of the initial 12-month membership term, or any time thereafter, by providing not less than 30 days prior written notice of termination to the District at the Community Center. The termination will be effective after 30 days have elapsed. In the event a membership is not in good standing at the conclusion of the initial 12-month membership term, it shall automatically terminate at such a time.

**The District may terminate membership or suspend membership privileges, in its sole and absolute discretion, if a member violates any terms of these policies, of the membership contract, or any rules regarding the use and enjoyment of the Community Center. In the event of such termination, no refund of prepaid membership fees shall be made.**

**In the event a member's account remains delinquent for 30 days after the expiration of the initial 12-month period, then the District shall terminate the membership account automatically after elapse of the 30-day period.**

**Upon termination of membership for any reason, a person or household that desires to become a member again shall be required to pay all fees applicable to new memberships. Further, in the event a membership is terminated by the District because payment is delinquent, then membership shall not be available to that person or household unless the**

**delinquent sum for the prior membership is also made to the District.**

**Upon termination of membership by the District for nonpayment, other than automatic termination for nonpayment within 30 days after the expiration of the initial 12-month membership period, then that member shall not be entitled to enroll in any District park and recreational programs or activities or make reservations for the use of any District facilities of any kind until all outstanding amounts due the District are paid in full. Further, all bookings, reservations, league participation, and other privileges relating to the Community Center or the District's facilities and programs shall be cancelled.**

## **VI. Suspension of Membership**

A membership may be suspended once each annual contract term for a limited period (not to exceed two consecutive months) in the event of any of the following circumstances:

- a. An individual member or head of household (for a Household Membership) becomes disabled, sick, or injured for a period exceeding 30 continuous calendar days. Under such circumstances, the member must provide a copy of the doctor's note to the Community Center; or
- b. An individual member or head of household (for a Household Membership) may freeze their annual membership for travel for 30 days and not to exceed 60 days once annually. The following are required in order to be eligible:
  - a. Must have an active membership for more than one year.

- b. Travel documents must be provided to the District.
- c. The member's account is in good standing, no late or unpaid bills.

In the event of suspension for one of the foregoing authorized reasons, no refund will be issued to the member. Instead, the District will freeze the membership and a member's payment obligations for the suspension period and contract term (and payment obligations) will be extended accordingly.

Upon suspension of a Household Membership, no household members shall have any membership privileges during the suspension period. The suspension of a membership shall not impact any person's right to reserve Community Center facilities or engage in District programs and activities unrelated to membership.

**The District shall not be obligated to suspend any membership. Decisions regarding suspension of a membership shall be in the sole and absolute discretion of the District.**

## **VII. Termination or Suspension of Membership and Privileges for Violations of Texas law on District Property, or During Pendency of Criminal Investigations**

**THE DISTRICT MAY TERMINATE COMMUNITY CENTER MEMBERSHIP (FOR INDIVIDUAL MEMBERSHIPS) OR ACCESS PRIVILEGES FOR ANY PERSON CONVICTED OF A VIOLATION OF THE TEXAS PENAL CODE OR OTHER LAWS OF THE STATE OF TEXAS FOR CONDUCT THAT OCCURS WITHIN THE COMMUNITY CENTER OR ON ANY DISTRICT LANDS, INCLUDING, WITHOUT LIMITATION, THEFT, ASSAULT, BATTERY, OR THE POSSESSION OR SALE OF CONTROLLED SUBSTANCES IN VIOLATION OF THE LAWS OF THE STATE OF TEXAS.**

**THE DISTRICT MAY SUSPEND COMMUNITY CENTER ACCESS PRIVILEGES FOR ANY PERSON UNDER INVESTIGATION BY LAW ENFORCEMENT AUTHORITIES FOR ANY POTENTIAL VIOLATION OF THE TEXAS PENAL CODE OR OTHER LAWS OF THE STATE OF TEXAS FOR CONDUCT WITHIN THE COMMUNITY CENTER OR ON DISTRICT LANDS INCLUDING, WITHOUT LIMITATION, THEFT, ASSAULT, BATTERY, OR THE POSSESSION OR SALE OF DRUGS IN VIOLATION OF THE LAWS OF THE STATE OF TEXAS. BASED UPON THE OUTCOME OF THE CRIMINAL INVESTIGATION, THE INDIVIDUAL'S PRIVILEGES MAY BE RESTORED OR MAY BE TERMINATED.**

### **VIII. Day Pass Policies**

A person that is not a member of the Community Center may purchase a day pass in order to utilize the Community Center for the day on which the pass is issued. A child who has not yet commenced 5<sup>th</sup> grade is not eligible to purchase a day pass. An adult who purchases a day pass shall be required to sign an agreement acknowledging that the person has been furnished a copy of the rules and policies relating to the use of the Community Center's facilities, releases the District of any and all liability arising out of or related to the use of the Community Center, and agrees to abide by all District rules and policies relating to the Community Center.

An eligible child may not purchase a day pass until his or her parent or legal guardian has signed an agreement in a form furnished by the District acknowledging that the parent or guardian has been furnished a copy of the rules and policies relating to the use of the Community Center's facilities; assumes responsibility for the actions of, and any damages caused by, the child; releases the District of any and all liability arising out of or related to the use of the Community Center by the child, including harm or injury incurred by the child; and acknowledging that the child must abide by all rules and policies of the District relating to the use of the Community Center. The



agreement shall remain in effect and on file until revoked or terminated by either party.

Members are allowed one guest per day at a discounted rate reflected in the Parks and Recreation Fees Policy

The rates for a Day Pass shall be established from time to time by the Board of Directors of the District.

## **IX. Payment Policies**

**1. Payment Plans** – The following payment plans are available to members:

- a. Annual – under the annual payment plan, payment of membership dues for the entire contract term (one year) is due and payable at the time of membership activation (in addition to activation fees).
- b. Auto Draft – under the auto draft payment plan, a portion (1/12 – Monthly or 1/4 – Quarterly) of the contact term (12 months) is due and payable at variable times throughout the year once membership is activated. Activation fee is due with first payment.

Monthly or quarterly payment plans are perpetual in nature and will continue to renew after the first 12 months.

- a. Quarterly Payment – under the quarterly payment plan, payment of the annual membership dues is made in four equal installments. Payment under this plan may be made only by credit card or debit card and is subject to a service charge.
- b. Monthly Payment - under the monthly payment plan, payment of the annual membership dues is made in twelve equal monthly installments. Payment

under this plan may be made only by credit card or debit card and is subject to a service charge.

**2. Auto Draft Rules and Responsibilities –**

It is a member's responsibility to update their contact information when there is a change of name, address, financial institution, or account. A member should understand the District will cancel their participation in the Auto Draft Payment Plan if it is unable to collect any payment due. The member is liable for any uncollected fees or penalties imposed by the District or, if applicable, by his/her financial institution related to any uncollected payment. At the time of termination of the Auto Draft Plan, for any reason, the member must make other arrangements for payment of membership dues and fees. The member agrees to return any membership cards related to their membership.

Members agree that:

- a. There is a service charge assessed by the District on all declined monthly drafts (credit or bank)
- b. By signing a binding contract, membership dues and fees continue in perpetuity until a request to terminate is received in writing, either in person, certified letter, fax transmission, or e-mail.
- c. A membership draft may increase with written notice and members must keep their financial institution information current with the District.
- d. If the member changes financial institutions and/or type of draft, the member needs to update their bank information and provide new account information and sign a new Authorization Agreement.

3. **Membership Activation Fees** – An activation fee must be paid for all new memberships. The re-activation of a membership that has been terminated for any reason, including allowing the membership to lapse for 30 or more days, shall require payment of an activation fee.
4. **Service Charges** – Each member is responsible for keeping a valid (not cancelled or expired) authorized credit/debit card account on file with the District. The District is not responsible for any service charges or fees charged by a member’s Credit Card Company or bank in connection with payment of membership dues or in connection with any dishonored payment.
5. **Refunds** – During the initial 12-month contract term, a member who terminates membership or who has prepaid for a District Pass membership shall be entitled to pro-rated refund in the event the membership type is changed after 30 days prior written notice in accordance with these policies. Except in the context of such termination or conversion of a District Pass membership, a member shall not be entitled to refunds of any membership dues paid for the initial 12-month contract term.

In the event a membership terminates or is changed after the initial 12-month contract term, the District shall refund pro rata any membership dues previously paid for the period after termination.

6. **Fees and Dues Subject to Change** – All membership dues, fees, and rates are subject to change by the Board of Directors of the District. In the event the Board of Directors of the District changes any membership dues, fees, or rates, a minimum of 60 day’s notice will be provided.

## **IX. No Warranty**

The District's Community Center is made available to members on an "as-is" basis, without warranty or guarantee of any kind, either expressed or implied, including fitness for a particular purpose.

**X. No Liability**

Under no circumstances shall the District, its officers, employees, agents, contractors or representatives be liable for any kind of or for indirect, special or consequential damages of any kind, even if the loss or damages arise from any premises defect or negligence of the District or its employees or contractors. The member agrees to hold harmless and release the District from and against any and all claims, liabilities, losses, costs, damages, expenses, including attorney's fees, arising out of or related to the Community Center, member's use of the Community Center, membership privileges, unauthorized use or misuse of a member's account information, and member's inability to exercise any membership privileges. Members should not bring any valuables into the Community Center or leave valuables in vehicles parked at the Community Center. The District has no liability for any loss, theft, or damages to the personal property of members, visitors, or other persons.

**XI. Indemnification**

MEMBERS AGREE TO INDEMNIFY THE DISTRICT, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FOR ANY AND ALL CLAIMS, LIABILITIES, LOSSES, COSTS, DAMAGES, EXPENSES, INCLUDING ATTORNEY'S FEES, RELATED TO OR ARISING OUT OF THE FOLLOWING: (I) THE ACTS OR OMISSIONS OF THE MEMBER OR MEMBER'S HOUSEHOLD; AND (II) BREACH OF ANY RULES OR POLICIES OF THE DISTRICT BY THE MEMBER OR MEMBER'S HOUSEHOLD.

**XII. Physical Condition and Risks**

Each member acknowledges the possible dangers and risks associated with physical activity, and warrants and represents

that the member, and any household member, that utilizes the Community Center, its programming and its amenities, is in good health, has no disability, impairment or ailment preventing such person from safely engaging in the activity or exercise at the Community Center. The member agrees that the District is relying upon this warranty and has no obligation to perform fitness assessments or testing to determine a member's physical condition, and that the District shall not be subject to any claim, demand or liability whatsoever on account thereof.

The District does not provide medical insurance for members or individuals that utilize the Community Center or participate in any recreational programs of the District.

### **XIII. Compliance**

1. Each member, by signing the membership agreement, agrees to abide by the District's rules and policies governing the Community Center as set forth herein and as adopted by the District from time to time.
2. Members shall observe all federal, state, and local rules and regulations at all times.
3. Members must scan their identification cards upon entering the Community Center as a condition of use of facilities and equipment. Members without proper identification cards may be refused admittance. As a courtesy, members who forget their cards will be granted one entry without a card per month. Members will be required to purchase a new card for repeat incidents or if the card has been lost.
4. Any damage to the Community Center, property of the District, or private persons contained herein, is the responsibility of the member to repair or replace.
5. The District reserves the right to expel any member or individual that uses foul language, offensive body language, illegal substances, disrupts operations at

the facility, damages property, exhibits violent behavior, or otherwise violates the District's rules and policies or any laws of the State of Texas.

6. Member or non-member children who have not yet commenced 5<sup>th</sup> grade of school, may not be left unattended in the Community Center. Any such child must participate in a supervised program of the District, be accompanied by a member 16 years of age or older, or be accompanied by a person 18 years of age or older who has purchased a day pass.
7. Minors who are not members of the Community Center are not entitled to use the Community Center except as registered participants in Community Center programs, or as purchasers of a day pass if minor's parent or legal guardian has executed an appropriate agreement and release of liability in the form furnished by the District. A child who has not yet commenced 5<sup>th</sup> grade is not eligible to purchase a day pass.
8. Food and drinks are allowed in designated areas only.
9. No glass containers are allowed in the Community Center or on its grounds.
10. No tobacco of any kind is permitted inside the garden area, within fifteen (15) feet of any entrance (front, rear, and side), at the pavilion, and on the patio outside the meeting rooms. This includes but is not limited to cigarettes, e-cigarettes, and smokeless tobacco products.
11. Trash must be placed in proper trash receptacles.
12. Skateboards, in-line skates, and similar items are prohibited on Community Center premises.
13. Pets are not permitted in the Community Center. Service animals are permitted.
14. Except for a person that is a license holder or who is otherwise permitted under Texas law to carry a

handgun or other firearm or weapon on District property, no firearms or other weapons are permitted on the premises of any District property.

15. The District reserves the right to take appropriate enforcement action for any improper conduct, including termination or suspension of privileges, regardless of whether the specific conduct or behavior referenced these policies.

#### **XIV. Code of Conduct**

The District's Code of Conduct summarizes prohibited conduct and identifies possible consequences for violations of the District's rules, policies and procedures, including reprimands, notification of parents, suspension of privileges at the Community Center, and termination of membership. The Code of Conduct is intended for informational purposes only and shall not be construed to limit or bind the actions available to the District or one of its staff in response to unauthorized or prohibited activity by a member or individual.

##### **Brushy Creek Community Center Code of Conduct**

1. All patrons (whether a member or not) must check in at the Concierge Desk prior to leaving the lobby area in order to gain access to meeting rooms and recreational areas.
2. A member must present and scan a valid membership card at the Concierge Desk in order to exercise membership privileges and enter recreational and meeting room areas of the Community Center.
3. Members who are in default in payment of membership dues may be denied use of the Community Center until accounts are brought into good standing, as provided in the District's Membership Policies.
4. Use of the Community Center Game Room, gymnasiums, racquetball courts, weight room, and studios is restricted to authorized members, patrons purchasing a day pass,

- and participants who have enrolled in a current Community Center program. Spectators may be authorized to access the Community Center gymnasiums as appropriate based on the nature of the event or program.
5. Minors who have not yet commenced 5<sup>th</sup> grade of school may not be left unattended in the Community Center. Any such member or child must participate in a supervised program of the District, be accompanied by a member 16 years of age or older, or be accompanied by a person 18 years of age or older who has purchased a Day Pass.
  6. Minors who are not members of the Community Center are entitled to utilize the Community Center only as follows: (i) as a registered participant in Community Center programs; or (ii) by purchasing a Day Pass, which shall be authorized only after the parent or legal guardian of the minor has signed an agreement and release of liability in the form of furnished by the District, acknowledging that the parent or legal guardian assumes responsibility for all actions, damages, or injury caused by the minor, and releases the District from any and all liability in connection therewith.
  7. Food and drinks are allowed in designated areas only.
  8. Except for a person that is a license holder or who is otherwise permitted under Texas law to carry a handgun or other firearm or weapon on District property, no firearms or other weapons are permitted on the premises of any District property. Any authorized firearms located on District property are subject to all requirements and restrictions of state law.
  9. No glass containers are allowed inside or outside the Community Center facility, grounds, or garden area.
  10. Profanity and offensive body language is prohibited.
  11. Appropriate attire is required at all times.



12. Roughhousing inside or outside the Community Center is prohibited.
13. Participants are expected to treat themselves and others with respect, and members are responsible for the actions of their guests.
14. Patrons must properly dispose of trash in designated areas.
15. Bicycles must be secured in designated areas outside the building.
16. Skateboards and in-line skates may not be used on the Community Center premises.
17. Lost and found items should be turned in to the Concierge Desk and will be held one week at which time the items may be donated to charity or discarded.
18. Community Center Team will not hold any equipment, valuables, or bags for members, patrons, or guests. Lockers are available within the facility. Locks not removed by the close of business may will removed.
19. Community Center Team is not responsible for lost, stolen, or damaged personal property.
20. Any operational problems, housekeeping issues, injuries, disruptive behavior, or other mishaps should be reported to the Concierge Desk as soon as possible so Staff can take appropriate action.
21. Running, bouncing balls, and similar disruptive behavior is prohibited in hallways or other unauthorized areas of the Community Center.
22. Theft, defacement, or destruction of property is prohibited
23. Improper use of equipment is prohibited.
24. All patrons of the Community Center must comply with all rules and policies of the District at all times, whether or not identified in this Code of Conduct.
25. Community Center Staff are authorized to identify violations of this Code of Conduct and other District rules and take appropriate enforcement action.

## **Consequences of Violation of the Code of Conduct**

Action taken by employees of the District in response to violations of this Code of Conduct or other rules and policies of the District will depend on the incident and surrounding circumstances. Depending on the severity of the violations, any of the steps listed below could be taken, or result in immediate suspension. In most cases, enforcement action will consist of the following:

1. Verbal warning
2. First reprimand - A formal write-up prepared for our disciplinary action log
3. Second reprimand –
  - a. Minors under the age of 18 may be placed in a period of “time out.” The minor may be required, in the presence of Staff, to notify his/her parents/guardians of their actions.
  - b. Adult offenders may be asked to leave the Community Center.
4. Third reprimand – a suspension of membership privileges may be mandated, in which case, the offender may be asked to leave the Community Center and not return before a specified date. The length of the suspension is at the discretion of the General Manager depending on the severity of the violation and surrounding circumstances.

Minors under the age of 18 may be required to wait in an assigned area while Staff makes contact with a parent/guardian to inform them of the violation with an expectation that parents will arrive shortly to pick up their child from the Community Center.

Adult offenders age 18 or older will be notified by the Recreation Programs Manager of the violation, length of suspension, and asked to leave the Community Center immediately for the suspension period.

## **Child Play Guidelines and Policies**

1. Supervised child play is for children ages 6 months through 7 years of age, not to have reached their 8<sup>th</sup> birthday. For the protection of the child(ren), only authorized child play area Staff are allowed to remain in the child play area.
2. Reservations can be made up to one week in advance. Walk-ins are welcome if space is available.
3. Courtesy is a key component for using the child play area. Space is limited.
4. The Team reserves the right to restrict the number or ages of children at any time. Ratio is 6 children to one Staff. In the event of two non-walker children present, the ratio will be two non-walkers and four walking children to one Staff.
5. For the safety of children, parents are not permitted to leave the facility while their children are in the child play area and must indicate on the sign-in sheet where they will be.
6. The child play area is not equipped to change diapers. If the need arises, parents will be contacted.
7. An upset child will be given a limited amount of time to adjust to the child play area before the child's parent will be contacted. The amount of time allowed to pass will be determined by child play Team.
8. Child(ren) should be brought to the child play area only if they are healthy, dry, fed, and rested.
9. Appropriate clothing and footwear is required.
10. Children should be picked up prior to the closing of the child play area. Any child left after closing time will be promptly taken to his/her parents.
11. The maximum time allowed for children in the child play area is two hours.
12. The Community Center Supervisor at his/her discretion may suspend use of the child play area.

## **Arts & Crafts Room Rules**

1. No one is allowed in the room unless he/she is part of a scheduled class or program.
2. Only non-glass, re-sealable drink containers are allowed in the room.
3. Proper attire must be worn at all times.
4. All work areas must be cleaned prior to leaving.
5. Patrons may not move tables or chairs from or to the room. All equipment must remain in the room unless otherwise directed by Staff or instructor.
6. All craft projects in progress must be removed from the room unless otherwise directed by Staff or instructor.

## **Game Room Rules**

1. The Game Room is open to all members and patrons with a day pass. Children 8 and above may be in the Game Room unescorted if parents are onsite. Children who have commenced 5<sup>th</sup> grade are permitted full unescorted access to the facility.
2. Sitting on any game tables is prohibited. Abuse of any equipment is prohibited. In the event of a problem or malfunction with any equipment, Staff must be notified as soon as possible.
3. Game room equipment (other than the Video games console) can be checked out at the Member Services Desk with a membership card or with an after-school Staff. Equipment can only be checked out by those who have commenced 5<sup>th</sup> grade or older.
4. Damaged or lost equipment will be the responsibility of the person who checked it out. Broken equipment will be recorded and charged to your account.
5. During high use times, a 30 minute limit may be enforced on each table game.
6. At all times, usage of the Video games consoles limited to 15 minute increments for groups of two or less and 30

minutes for groups of three or more. Those wishing to use the system must place their names on a sign-up sheet to reserve their spot. Multiple entries are allowed, however, names shall not be placed in consecutive time slots. A 30 minute lapse of time must occur between playing times to allow for fairness.

7. Personal equipment (i.e. ping pong paddles) may be used; however, the user assumes all responsibility for any damage that occurs to personal property.
8. Wagering or gambling is strictly prohibited.
9. Scheduled activities and programs take priority over open times. The room is subject to closure at any time and its availability is not guaranteed.
10. During non-after school hours, a Member Services Representative must be contacted to check-out the Video games console. The Video games console can only be used by those over the age of 10 years who have already commenced the 5<sup>th</sup> grade or under the supervision of Staff.
11. During after school hours, an after school counselor must be contacted to gain access to the Video games console. A membership card must be presented to assure usage.
12. When using the Video games console, the user must always use the wrist strap on the Video games consoles remote. Failure to use this strap or throwing of the Video games consoles remote will result in immediate forfeiture of your turn and the ability to continue use.
13. Scheduled programs and events will take priority over open play times.

## **Garden Rules**

1. No children under the age of 16 permitted in the garden unless accompanied at all times by a parent, guardian, or adult.
2. All traffic must stay on the trails. Absolutely no running.

3. No vegetation of any kind shall be disturbed.
4. No items of any kind, including food, shall be placed in to the ponds.
5. Causing harm to any living thing including animals (i.e. fish, insects, mammals, birds, or plants) will result in immediate expulsion.
6. Littering is prohibited..
7. Climbing on the rocks and other features is strictly prohibited.
8. Scheduled programs and events will take priority over open public times.

### **Weight/Cardio Room Rules**

1. Youth ages 15 and up are allowed unaccompanied access. Youth 12-14 years of age must be accompanied and directly supervised by a parent or guardian.
2. No children under the age of 12 permitted in the weight/cardio room.
3. Users are limited to 30 minutes per cardio machine during peak hours.
4. Be courteous and allow others to use equipment/machines between sets.
5. Shirts and appropriate attire are required at all times. No pants, jeans, or shorts with metal rivets.
6. Athletic shoes must be worn at all times. Socks or bare feet are not allowed. No sandals, Crocs, slides, shoes without backs, or opened toed shoes are allowed.
7. Only non-glass, re-sealable drink containers are allowed in the room.
8. Equipment must be wiped off after each use with paper towels and disinfectant.
9. Do not drop or slam weights. Re-rack weights after use.
10. No outside personal trainers are allowed to train participants. Only District personal trainers or Staff are allowed.
11. No food in the weight room.

12. A variety of television viewing options are available on several of the cardio fitness machines as well as two larger screen television screens. Cardio machine users have the option to listen to the audio and watch the stations available on these machines. The large televisions will display sports programming, such as ESPN, with the other television tuned to family friendly television such as HGTV or Discovery Network. Cable news channels and local news will not be displayed on the large televisions.
13. Scheduled classes take priority over other weight room activities.

### **Studio Rules**

1. No one under the age of 15 is allowed in the room unless accompanied by a parent or guardian or participating in a scheduled class.
2. Only non-glass, re-sealable drink containers are permitted in the room.
3. All equipment may be used appropriately and then cleaned when training is complete and properly stored. Users are responsible for equipment borrowed.
4. Classes with fees must be paid for prior to entering the room.
5. Schedules, programs and events will take priority over open times.

### **Racquetball Court Rules**

1. Athletic shoes with non-marking soles must be worn at all times. Socks or bare feet are not allowed.
2. Courts are to be used for racquetball, handball, wallyball, or any activity deemed appropriate by Staff.
3. Patrons must be 16 years of age or older to be allowed on the courts unsupervised. Youth under the age of 16 years are allowed use of the courts if supervised by a non-minor sibling or parent.

4. Reservations may be made in person, online, or by phone up to one week in advance. Court reservations are limited to racquetball and wallyball.
5. Members may make one-hour long reservation per day and only in their name. Guests are allowed but must pay applicable fee and be accompanied at all times by the member.
6. Participants are expected to treat themselves and others with respect, and members are responsible for the actions of their guests.
7. Members should arrive within ten minutes of the reservation or risk a loss of reservation. Players who are waiting will take priority over players coming off the court.
8. Members who fail to utilize their reservations or no show may be subject to a suspension of their reservation privileges.
9. Everyone on the court must wear proper eye protection at all times.
10. Scheduled programs and events will take priority over individual court reservations and open play.
11. Maximum of four players on court for racquetball.

## **Gym Rules**

1. Respect yourself and other patrons.
2. All patrons must conduct themselves in an appropriate manner.
3. Equipment may be checked out at the Member Services Desk. A valid membership card must be used to check out equipment. Damaged or lost equipment will be the responsibility of the person who checked it out.
4. Abuse of equipment is prohibited.
5. No food, gum, or beverages are permitted in the gym. Only re-sealable water bottles are allowed in the gym.
6. No spitting, rough housing, wrestling, or pushing.



7. Proper attire is required. Shirts and proper athletic shoes with non-black marking soles are required. Bare feet or socks are prohibited.
8. Swearing or abusive language is prohibited.
9. Basketball and volleyballs shall not be kicked.
10. Unsportsmanlike conduct is prohibited. Spectators shall always respect players, officials, and coaches. Abusive language or actions toward officials will result in immediate expulsion.
11. Walking track must be kept clear of clothing, personal items, or water bottles.
12. The gym schedule shall be followed. Adult play is 18 years of age and older. Open play will be determined by the Sports and Fitness Team to be either full or half court.
13. Scheduled programs take priority over other gym activities.

## **Study Rules**

1. The room is open to individuals ages 18 and over.
2. The room is designed for quiet use by individuals for working, studying, or reading.
3. Food and drink are allowed in the room. Please be considerate and clean up after yourself.
4. The room is not available for rentals.

