



**2021**

## *Membership Amenities and Fees*

*Friday May 28th, 2021 through Monday, September 6th, 2021.*

*10am-6pm*

*(Subject to Change)*

### ***Beach:***

- *Unlimited use of the private beach area during operating hours.*
- *Oversized Day Beds.*
- *Chaise Lounge Chairs.*
- *Complimentary Plush Towel Service.*
- *Sun Umbrellas.*
- *Food & Beverage Service provided by Avenue Restaurant. (Additional)*
- *Beachfront Bar.*
- *Seasonal Beach Locker for storing Personal items.*
- *Complete Wi-Fi coverage.*
- *Furnished cabanas available for daily Rental.*
- *Wristbands for access to public beach.*

### ***Sun Deck and Pool:***

- *Full use of the 3rd floor roof deck and pool, during business operating hours.*
- *Complimentary plush towel service.*
- *Oversized Day Beds.*
- *Mosaic Tiled Pool with Lifeguard*
- *Food & Beverage Service provided by Avenue Restaurant.(Additional)*
- *Indoor Lounge, complete with a 60” HDTV, Comfortable Banquette seating, and a Full Bar.*
- *Complete Wi-Fi coverage.*
- *Open Air Fireplace.*
- *Sweeping Views of the Atlantic Coastline.*

### ***Cabanas for daily rental:***

- *Shower and Changing Area*
- *Daybed*
- *Flat screen TV*
- *Mini-Fridge*
- *Credenza*

### ***Locker Rooms:***

- *Tropical Teak Wood Lockers*
- *Luxurious Rainfall Shower Heads*
- *River Rock Flooring*
- *Complimentary Toiletries*
- *Hair Dryers*

### ***Family Membership***

*Fees: \$3,600.00 plus 6.625% N.J. State sales tax (\$3,838.50). (non-transferable)*

- *Family Membership extends to a married couple and any children living at home or in college up to age 25. Extended family; i.e. brothers, sisters and parents are not included.*

### ***Individual Membership:***

*Fees: \$2,200.00 plus 6.625% N.J. State sales tax (\$2,345.75). (non-transferable)*

### ***Guest Policy***

- ***Weekdays.*** *Members may invite guests or send unaccompanied guests to Le Club Monday-Thursday; provided they make a reservation with the beach club concierge. A fee of \$15 per guest ages 2 & up applies. There is no limit on the number of guests on these days. \$50 per guest on Holidays*
- ***Weekends.*** *Members may invite guests or send unaccompanied guests to Le Club and are limited to 4 guests per membership; 8 guests if they rent a cabana. A fee of \$25 per guest ages 2 & up applies. (\$50.00 per guest on Sundays and Holidays) **NOTE:** *Members may only bring the same guest three times in a season.**

### ***Cabana Rates***

- ***Monday – Thursday***                      ***\$ 50***
- ***Weekends (Excluding Holiday weekends)***                      ***\$150***
- ***Holidays and Holiday Weekends***                      ***\$250***

***Further specifics regarding the operation of Le Club are provided in the Member Agreement package. We encourage you to contact the Sales Director to receive further information and to schedule a private tour.***

***732 759 2900 ext 211***

***Thank you for your interest in Le Club!***

**2021**

**MEMBERSHIP AGREEMENT**

*Friday May 28<sup>th</sup>, 2021 through Monday September 6<sup>th</sup>, 2021*

*In order to maximize enjoyment of Le Club for all Members, the Rules and Regulations contained herein were created to ensure that Le Club would always remain a community of respect and fulfillment.*

*Le Club trusts that each Member's thoughtfulness, sensitivity, and consideration will be the basis of our community and can help us peacefully resolve any issues that arise along the way and for the good of all of the Members. These Rules and Regulations are to be enforced as necessary during your visit.*

*Le Club reserves the right to amend the Rules and Regulations.*

Thank you.

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**GENERAL RULES**

- *All Members must check in at Le Club reception upon arrival at Le Club's premises.*
- *Dogs and other pets, with the exception of service animals providing assistance to persons with disabilities, are not permitted on Le Club's premises.*
- *Advertisements, solicitations, and petitions of any kind are prohibited on Le Club premises.*
- *The roster of the Members of Le Club is the property of Le Club and it shall not be used or provided to anyone for any reason whatsoever.*
- *No performance by entertainers is permitted on Le Club's premises unless approved in writing by the General Manager.*
- *Illegal drug use and/or consumption is prohibited on Le Club's premises.*
- *Use of all or any portion of Le Club's premises and/or facilities may be restricted or reserved by Le Club Management and may not be available for use by Members from time to time.*
- *The Club will determine the hours of operation and the level of service provided at the beach club facilities. Initially, it is anticipated that the beach club facilities will be open every day from 10:00 a.m. to 6:00 p.m. Le Club has the right to amend the hours of operation and level of service provided, and may change them from time to time. On certain, but not more than four (4), Sundays the Beach Club will host Beach Parties and the beach club will be relocated to our Beach Bar Area. The Roof Top pool and lounge area will remain open to Members.*
- *In the event of threatening or inclement weather, Le Club will use discretion to determine the hours of operation for the safety of both guests and staff members. It is Le Club policy to evacuate the beach when there is thunder, lightning and/or rain as such situations can put both guests and staff in danger. Additionally, Le Club makes no guarantee it will reopen in the afternoon if inclement weather closes the beach in the morning.*

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**CONDUCT**

- *Members shall dress in a fashion befitting the surroundings and atmosphere of Le Club. No nudity or topless sunbathing is permitted anywhere on the premises.*
- *Although cell phones are allowed in the club's spaces, we trust that Members will keep ringing sounds to an absolute minimum (Members should put their devices on "vibrate" or "silent" when inside Le Club).*
- *No disorderly or unruly conduct. Habitual unbecoming conduct may result in revocation of Membership, without refund.*
- *All complaints, criticisms or suggestions relating to the operations of the beach club facilities should be in writing, signed and addressed to the General Manager.*
- *All employees of Le Club are under the supervision of the General Manager and no Members, family member or guest of any Members shall reprimand or discipline any employee or request any employee to perform personal tasks while on duty at Le Club.*
- *Any employee not rendering courteous and prompt service should be reported to the General Manager.*

**FOOD & BEVERAGE**

- *All Members acknowledge that the laws of the State of New Jersey prohibit anyone under the legal age of twenty one (21) to order, be served, consume or be in possession of any alcoholic beverage. Accordingly, no Members will order alcoholic beverages or provide alcoholic beverages to anyone under the age of twenty one (21) years.*
- *Le Club reserves the right to stop serving alcoholic beverages to anyone on Le Club's premises in its sole and absolute discretion. All food and beverage consumed on the Club's premises must be purchased at Le Club or Avenue. Outside sources of food, beverage or catering is not permitted, unless approved in writing by the General Manager.*
- *All federal, state and local laws concerning the sale of alcoholic beverages will be strictly enforced. All Club Members have an obligation to act responsibly in compliance with New Jersey law, should they choose to consume alcoholic beverages. The Club stands ready to assist Members or guests with arrangements for transportation in the event they feel they should not or cannot operate a vehicle after consuming alcoholic beverages.*

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**CHILDREN**

- *Member is responsible for and must control the behavior of any children accompanying such Member to Le Club's premises, with due regard to the wishes and comfort of other Members.*
- *Children under fourteen (14) years of age are permitted to use Le Club's facilities only if supervised or accompanied by an adult.*
- *Individuals under the lawful drinking age of twenty one (21) are not permitted in any bar or lounge area unless accompanied by an adult.*

**CHARGES AND FEES**

- *A Le Club Member account number will be assigned to each Member. A card is issued to the Member and his/her spouse (if applicable). A credit card number will be attached to such Member account.*
- *All costs incurred for food, beverage and other services may be charged to the credit card on file, or settled otherwise at the end of each day. Charges must be signed legibly by the authorized person making the charge and the Member's last name and Le Club account number must be printed on the charge ticket..*
- *The Member is responsible for the payment of all charges made by his/her spouse, family members and guests, if these charges are not taken care of at time of service.*
- *On a daily basis, Le Club will charge the Member's credit card on file for all charges accrued that day if these charges are not taken care of at time of service. These charges include, but are not limited to, cabanas, beverages consumed from the mini bar and valet.*
- *Members must notify Le Club, in writing, immediately if a Le Club account card is lost, misplaced or stolen. Until notification is received by Le Club, the Member remains responsible for all Fees and Charges incurred in connection with the Le Club account.*
- *Members will be required to post a key deposit in the amount of \$25 for a seasonal beach locker*
- *Daily locker keys may be used by Members. A \$15 charge will be posted to the Member's account should the key(s) not be returned at the end of the day.*
- *Memberships are non-transferable and no refunds (full or partial) will be issued.*

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**VALET**

- *Discounted valet service is available for all Members.*
- *Each member and their family will receive a valet tag that will identify their vehicle to the valet staff as a members' vehicle.*
- *The valet staff will submit a daily log to the concierge and the concierge will charge (daily) the Members card for each car logged by valet.*

**CABANA RESERVATION POLICY**

- *Cabana reservations may be made by phone during Le Club hours, or in person at reception. Reservations can be made up to 30 days prior.*
- *Cabana fees are set forth in the Amenities, Fees, and Charges.*
- *Cancellations of cabana reservations must be made 48 hours in advance or the Member will incur a Cancellation Fee.*
- *Adverse weather conditions preventing use of a cabana shall be determined by Le Club. If so determined, the Member will not be charged for the cabana.*

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**SUSPENSION OR TERMINATION OF PRIVILEGES**

*At the discretion of Le Club's management and as described in the Members' Agreement, privileges may be suspended or terminated by Le Club (or such other disciplinary action may be taken which is deemed appropriate by the Club), if, in the sole judgment of the Club, the Member:*

- *Permits the unauthorized use of an account card;*
- *Exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined to not be in the best interest of Le Club or its Members, or allows a family member or guest to do so;*
- *Fails to pay the Fees or Charges owed to Le Club in a proper and timely manner or habitually fails to pay Fees and Charges in a timely manner;*
- *Fails to abide by these Rules and Regulations established for use of Le Club's facilities, as may be amended from time to time, or allows a family member or guest to do so;*
- *Treats the personnel or employees of Le Club in an unreasonable or abusive manner, or allows a family member or guest to do so;*
- *Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of Le Club or its Members, or allows a family member or guest to do so.*

**PAYMENT OF SEASONAL MEMBERSHIP FEES.**

*The undersigned understands that its Membership payment will be due in full before admittance to **LE CLUB** and Its facilities. Checks should be made payable to LB City, Inc.*

**PAYMENT OF DAILY ACCOUNT.**

*All food, beverage, merchandise, services and other fees and charges of **LE CLUB** other than Membership fee will be billed daily either by credit card or retainer. The undersigned hereby agrees to pay all, fees and other charges incurred by the undersigned and immediate family members when due.*

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**MEMBERSHIP PRIVILEGES AT LE CLUB; NO OWNERSHIP INTEREST IN THE CLUB OR THE CLUB FACILITIES.**

*The undersigned acknowledges that a Membership at LE CLUB permits the undersigned to use the facilities, but is not an investment in LE CLUB or the facilities provided at LE CLUB, nor does A Membership confer on the undersigned any equity or ownership interest or any other property interest in LE CLUB or the facilities provided at LE CLUB. Membership does not grant to the undersigned a vested or prescriptive right to use the facilities provided at LE CLUB. The undersigned obtains a non-exclusive revocable license to use the facilities provided at LE CLUB in accordance with the terms and conditions of the Members Rules and Regulations, as they may be amended from time to time.*

**MEMBERS LIABILITY**

**MEMBERS, INCLUDING PRIMARY MEMBERS, SPOUSES OF PRIMARY MEMBERS AND FAMILY OF PRIMARY MEMBERS USE THE CLUB FACILITIES AND ALL OTHER FACILITIES PROVIDED AT LE CLUB FROM TIME TO TIME AT THEIR OWN RISK. PRIMARY MEMBERS ARE RESPONSIBLE FOR ANY PROPERTY DAMAGE AND/OR PERSONAL INJURY OCCURRING AT LE CLUB FACILITIES THAT ARE CAUSED BY THE PRIMARY MEMBER, HIS/HER SPOUSE, FAMILY AND GUESTS AND LE CLUB SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY PROPERTY DAMAGE AND/OR PERSONAL INJURY OCCURRING AT LE CLUB FACILITIES, INCLUDING BUT NOT LIMITED TO, THOSE RESULTING FROM THE ACTIONS OF OTHERS. THE USE OF LE CLUB FACILITIES INVOLVES CERTAIN RISKS, AND PRIMARY MEMBERS HEREBY ASSUME ALL SUCH RISKS FOR THEMSELVES, THEIR SPOUSES, FAMILY MEMBERS AND GUESTS AND HEREBY FURTHER WAIVE AND RELEASE FOR THEMSELVES, THEIR SPOUSES, FAMILY MEMBERS AND GUESTS, ANY CLAIMS OR CAUSES OF ACTION WHICH PRIMARY MEMBER, HIS/HER SPOUSE, FAMILY AND GUESTS MAY HAVE AGAINST AVENUE, LE CLUB AND EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS AND THE FAMILY MEMBERS OF EACH OF THEM, ARISING OUT OF PERSONAL INJURIES OR PROPERTY DAMAGE WHICH THE PRIMARY MEMBER, HIS/HER SPOUSE, FAMILY AND GUESTS MAY SUSTAIN AS A RESULT OF USE OF LE CLUB.**

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**PERSONAL INFORMATION:**

Name \_\_\_\_\_

Driver License Number & State \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

*Home*

*Cell*

Spouse's Name (if applicable) \_\_\_\_\_

Telephone number \_\_\_\_\_

*Home*

*Cell*

Primary Residence \_\_\_\_\_

*Number*

*Street*

*APT #*

*City*

*State*

*Zip Code*

*Please List Children (if to be included as part of family membership)*

*NAME / BIRTHDATE / AGE*

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

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**RESPONSIBILITY FOR MEMBERS AT LE CLUB.**

*The undersigned hereby acknowledges and agrees that he/she is responsible for the conduct of his or her family members when using the Club facilities and shall be directly and fully responsible to the Club for all damages and injuries caused by and for all charges incurred by his or her family members.*

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*Print name of Member*

*Date*

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*Signature of Member*

*Date*

**IF FAMILY PRIVILEGES ARE REQUESTED PLEASE SIGN BELOW:**

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*Print Name of Member's Spouse*

*Date*

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*Signature of Member's Spouse*

*Date*

Initial \_\_\_\_\_

*Le Club (LB City, LLC) asks to hold a credit card on file for the 2021 summer season. Your card information is held to charge any purchases made on your behalf, with your permission, if you should choose. All credit card information is held with confidentiality.*

*By signing below, I hereby authorize Le Club (LB City, LLC) to charge the below credit card for any additional charges or unpaid balances.*

*Card Type:* \_\_\_\_\_

*Credit Card Number:* \_\_\_\_\_

*Expiration Date:* \_\_\_\_\_

*Security Code:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Sign Name:* \_\_\_\_\_

*Date:* \_\_\_\_\_

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