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Avenue Beach Club Membership Ameniiies and Fees

May 2023

HOURS OF OPERATION:

Friday May 26th, 2023, through Monday, September 4th, 2023

10am-7pm

AVENUE
23 OCEAN AVE N, LONG
BRANCH, NJ 07740

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INFO@LECLUBAVENUE.COM
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ABOUT

Where the cottony blue sky and the deep blue ocean meet along the Jersey Shore you'll find Beach Club. A modern private beach club in Long Branch – one of America's earliest resort destinations – Beach Club provides an elegant, sun-washed setting reminiscent of the Mediterranean, for enjoying the exquisite pleasures of summer.

By day, Beach Club's relaxed elegance evokes the laid-back luxury of the Riviera, while providing members and their families with the most modern services and upscale amenities. While adults enjoy Beach Club's natural outdoor amenities, kids can run, skip and play on the beach, collecting shells and building sandcastles fit for a king crab.

AMENITIES

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.
- · Complete Wi-Fi coverage.
- Furnished cabanas available for daily Rental.
- Wristbands for access to public beach.

SUN DECK & 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.

LOCKER ROOMS

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

CABANAS AVAILABLE FOR DAILY RENTALS

MEMBERSHIPS

Family Membership

Fees: \$4,200.00* plus 6.625% N.J. State sales tax (\$4,478.25). (non-transferable)

• Family Membership extends to a couple living together 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: \$2,700.00* plus 6.625% N.J. State sales tax (\$2,878.88). (non-transferable)

Guest Policy

- Weekdays. Members may invite guests or send unaccompanied guests to Beach 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 Beach 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 (Friday, Saturday Sunday Excluding Holiday Weekends) \$150
- · Holidays and Holiday Weekends \$250

Further specifics regarding the operation of Beach 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 105

MEMBERSHIP AGREEMENT

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

Beach 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 Members. These Rules and Regulations are to be enforced as necessary during your visit.

Beach Club reserves the right to amend the Rules and Regulations.

GENERAL RULES

- All Members must check in at Beach Club reception upon arrival at Beach Club's premises.
- Dogs and other pets, except service animals aiding persons with disabilities, are not permitted on Beach Club's premises.
- Advertisements, solicitations, and petitions of any kind are prohibited on Beach Club premises.
- The roster of the Members of Beach Club is the property of Beach Club and it shall not be used or provided to anyone for any reason whatsoever.
- No performance by entertainers is permitted on Beach Club's premises unless approved in writing by the General Manager.
- Illegal drug use and/or consumption is prohibited on Beach Club's premises.
- Use of all or any portion of Beach Club's premises and/or facilities may be restricted or reserved by Beach Club Management and may not be available for use by Members from time to time.
- In the event of threatening or inclement weather, Beach Club will use discretion to
 determine the hours of operation for the safety of both guests and staff members. It is
 Beach 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, Beach Club makes
 no guarantee it will reopen in the afternoon if inclement weather closes the beach in the
 morning.
- 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. Beach Club has the right to amend the hours of operation and level of service provided and may change them from time to time.

Operating hours subject to Change

CONDUCT

- Members shall dress in a fashion befitting the surroundings and atmosphere of Beach 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 Beach 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 Beach 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 Beach 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) or without proper and legal ID 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, or anyone without proper and legal ID
- Beach Club reserves the right to stop serving alcoholic beverages to anyone on Beach Club's premises in its sole and absolute discretion. All food and beverage consumed on the Club's premises must be purchased at Beach 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.

CHILDREN

- Member is responsible for and must control the behavior of any children accompanying such Member to Beach 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 Beach 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

- 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.
- Daily, Beach 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, and Guest Fees.
- 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.

CABANA RESERVATION POLICY

- Cabana reservations may be made by phone during Beach Club hours, or in person at reception. Reservations can be made up to 21 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 Beach Club. If so determined, the Member will not be charged for the cabana.

SUSPENSION OR TERMINATION OF PRIVILEGES

At the discretion of Beach Club's management and as described in the Members' Agreement, privileges may be suspended or terminated by Beach 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:

- Exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined to not be in the best interest of Beach Club or its Members or allows a family member or guest to do so.
- Fails to pay the Fees or Charges owed to Beach 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 Beach 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 Beach 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 Beach 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 (cash or check only) will be due in full before admittance to Beach Club and Its facilities. Checks must be made payable to PV Avenue OPCO LLC.

PAYMENT OF DAILY ACCOUNT.

All services and other fees and charges of **Beach Club** other than Membership fees will be charged daily either by credit card or cash. The undersigned hereby agrees to pay all, fees and other charges incurred by the undersigned and immediate family members at the time of service.

MEMBERSHIP PRIVILEGES AT Beach Club; NO OWNERSHIP INTEREST IN THE CLUB OR THE CLUB FACILITES.

The undersigned acknowledges that a Membership at Beach Club permits the undersigned to use the facilities but is not an investment in Beach Club or the facilities provided at Beach Club, nor does A Membership confer on the undersigned any equity or ownership interest or any other property interest in Beach Club or the facilities provided at Beach Club. Membership does not grant to the undersigned a vested or prescriptive right to use the facilities provided at Beach Club. The undersigned obtains a non-exclusive revocable license to use the facilities provided at Beach 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 BEACH CLUB FROM TIME TO TIME AT THEIR OWN RISK, PRIMARY MEMBERS ARE RESPONSIBLE FOR ANY PROPERTY DAMAGE AND/OR PERSONAL INJURY OCCURRING AT BEACH CLUB FACILITIES THAT ARE CAUSED BY THE PRIMARY MEMBER. HIS/HER SPOUSE, FAMILY AND GUESTS AND BEACH CLUB SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY PROPERTY DAMAGE AND/OR PERSONAL INJURY OCCURRING AT BEACH CLUB FACILITIES, INCLUDING BUT NOT LIMITED TO, THOSE RESULTING FROM THE ACTIONS OF OTHERS. THE USE OF BEACH 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, BEACH 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 BEACH CLUB.

INFORMATION FORM

<u>Name:</u>
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:
<u>1.</u>
2.
3
<u>4.</u>

INFORMATION FORM

RESPONSIBILITY FOR MEMBERS AT Beach 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.

Print name of Member & Date:	
Signature of Member & Date:	
IF FAMILY PRIVILEGES ARE REQUESTED PLEASE SIGN BELOW:	
Print Name of Member's Spouse & Date:	
Signature of Member's Spouse & Date:	

2023 APPLICATION FOR CORPORATE MEMBERSHIP

ALL INFORMATION PROVIDED WILL BE KEPT CONFIDENTIAL.

I hereby apply for a Corporate membership of Le Club located in Long Branch, NJ. If accepted, I agree to be bound

by the rules and regulations of Le Club.

Requirements for Application to be processed:

- · All sections of Application must be completed in full.
- · Membership Agreement must also be executed, by each individual member.
- · A check for the total amount of the dues/N.J. State sales tax must be included.
- Check should be made payable to PV Avenue OPCO LLC. in the amount of \$10,662.50 (\$10,000.00 dues, plus 6.625% N.J. State sales tax)

ENROLLMENT FORM

Corporate Information:

Name:			
Telephone Numb	er:		
Home Cell:			
Address:			
<u>APT #:</u>			
<u>City:</u>	State:	Zip Code:	
Please List all	<u>Members:</u>		
Name:			
<u>Telephone Numbe</u>	er:		
Home Cell:			
Address:			
<u>APT #:</u>			
City:	State:	Zip Code:	

FORM CONTINUED

Name:		
Home Cell:		
Address:		
<u>APT #:</u>		
City:	State:	Zip Code:
Name:		
Telephone Number:		
Home Cell:		
Address:		
City:	State:	Zip Code:
Name:		
<u>Telephone Number:</u>		
Home Cell:		
Address:		
<u>APT #:</u>		
City:	State:	Zip Code:

FORM CONTINUED

Name:		
Home Cell:		
Address:		
<u>APT #:</u>		
City:	State:	Zip Code:
Name:		
Telephone Number:		
Home Cell:		
Address:		
City:	State:	Zip Code:
Name:		
Telephone Number:		
Home Cell:		
Address:		
<u>APT #:</u> ————		
City:	State:	Zip Code:

FORM CONTINUED

The undersigned hereby applies for Membership at Le Club and agrees to pay all applicable dues and fees as described and set forth in the applicant's Membership Agreement and Schedule of Initial Deposits, Dues and Charges. The undersigned further understands and acknowledges that membership at Le Club will only be available if Le Club approves the undersigned's Application for Membership and the undersigned executes the Membership Agreement. By signing this Application for Membership, the undersigned represents that the information provided herein is true and correct. The undersigned understands that membership at Le Club is subject to approval, payment of the required membership deposit and all dues, fees, and other charges in compliance with the rules and regulations established by the Club. COMPANY: _ SIGNATURE: TITLE: DATE: