

**KINGSTOWNE RESIDENTIAL OWNERS CORPORATION**  
**POLICY RESOLUTION NO. 15**  
**USE OF FITNESS CENTERS**

Relating to Rules and Regulations for  
Fitness Center usage

WHEREAS, Article III, Section 3(b) of the Declaration of Covenants, Conditions and restrictions of the Kingstowne Residential Owners Corporation states that "the Board of Trustees shall have all powers for the conduct of the affairs of the Residential Corporation which are provided by law or the Founding Documents and which are not specifically reserved to Members or the Declarant in the Founding Documents"; and

WHEREAS, Article VI, Sections 9(c) and (d) of the Bylaws of the Kingstowne Residential Owners Corporation stipulate that it shall be the duty of the Board to: "Adopt and follow procedures for adoption and publication of Board Resolutions to be included in the book of Regulations, including the provision for hearing and notice to Members..."; and

“Adopt and publish rules and regulations including fees, if any, governing the use of the common area and facilities and the personal conduct of the Members and their guests thereon and include these in the Book of Regulations.”

And NOW THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations for use of the Fitness Centers be adopted:

**I. RIGHT TO USE FITNESS CENTER**

1. All owners (or their designated tenants), are entitled to use the Fitness Centers. This privilege may be suspended by the Board of Trustees for Owners who are delinquent in their assessment payments for two (2) months in accordance with Administrative Resolution No. 1. Single Family, Condominium, and Town Home owners who lease their units must designate, in writing, those tenants living in the unit who are entitled to use the community facilities (to include the Fitness Centers). Only tenants of record (listed on the lease) may be designated. A Single Family, Condominium or Town Home owner who leases his unit is not entitled to use of the Fitness Centers, if the right of use is assigned to a tenant. Tenants living in multi-family rental units must provide evidence of a current valid lease in order to use the Fitness Centers.
2. A facilities pass will be issued to all owners, members of their families residing in the unit, or to the designated tenants of owners. Only those persons presenting a valid facilities pass shall be permitted access to the Fitness Centers and other community facilities. If a person is unable to present his or her pass, the staff personnel on duty will attempt to confirm use privileges in order to permit entry. If privileges cannot be confirmed, access will be denied. If a person fails to present a valid pass more than three (3) times in a calendar year, then use privileges shall be denied until a facilities pass is presented.

3. Facilities passes are the property of the Corporation and are for the exclusive use of members of the Kingstowne Residential Owners Corporation or their designees. The passes are not transferable and may be suspended by the Board of Trustees for violations of the Corporation's founding documents or rules and regulations.
4. Guests must be escorted by a resident with a valid facilities pass who is eighteen (18) years of age or older. Guests will not be admitted to the Fitness Centers without such escort. The conduct of guests is the responsibility of the escort.
5. Situations and issues not specifically covered by these rules and regulations may be addressed by the Board of Trustees within their discretion. The Board of Trustees is empowered to amend, add, or delete rules as it deems appropriate for the benefit of the general membership.

## II. RULES FOR USE OF THE FITNESS CENTER

1. All Fitness Centers users must comply with the rules and policies. Members should inform their family members, tenants, and guests of the rules and policies and should understand that their own failure to comply with the rules and policies, as well as the failure of their family members, tenants, and guests may be cause for suspension of privileges and/or other sanctions.
2. The Corporation is represented by the managers and staff personnel, who have been instructed in the rules of the Fitness Centers. Any conflicts shall be addressed with the manager, or Kingstowne Business Office staff, who will bring the issue to the Board of Trustees if it cannot be satisfactorily resolved.
3. Safety is of primary concern to the Corporation. The Corporation reserves the right to immediately eject anyone from the Fitness Centers if he or she constitutes a threat to safety of patrons or personnel, or causes damage to the facilities, to be determined in the sole opinion of the staff person on duty. In this regard, the Corporation reserves the right to request the Fairfax County Police Department to arrest anyone who does not obey a directive to leave the premises.
4. All persons using the Fitness Centers do so at their own risk and agree to abide by the rules for use of the Fitness Centers. The Corporation, its Trustees, agents and employees assume no responsibility for any accident or injury incurred in connection with the use of the Fitness Centers or for any loss or damage to personal property. Residents (home owners and tenants) are responsible for the actions of their children and guests.
5. Children under the age of thirteen years (13) are not permitted in the Fitness Centers. Children thirteen (13) to sixteen (16) are not permitted unless accompanied by an adult eighteen (18) years of age or older or if they have been certified through the

fitness center Fit Teen Program. Persons aged seventeen (17) years and older may use the Fitness Centers unaccompanied.

6. No person shall use the Fitness Centers unless the center is officially open. Unauthorized persons entering the fitness center when the center is closed will lose their privileges for the remainder of the year and risk prosecution for trespassing.
7. Intoxicated persons will not be allowed in the Fitness Centers at any time.
8. Appropriate attire for the Fitness Centers: shorts or warm-up suits, shirts, tights/leotards and appropriate athletic footwear must be worn. Bathing suits and bare feet are prohibited.
9. All refuse must be placed in containers provided for this purpose. Keeping the Fitness Centers clean is everyone's responsibility.
10. Radios are not permitted in the Fitness Centers. The only exception to this rule is personal audio devices with earphones played at a volume that does not disturb others.
11. Each user is requested to wipe off the equipment after each use. Cleaning supplies are provided in the weight room.
12. Maximum number of people in the weight room section of the Fitness Centers at any given time is 25.
13. While users are waiting, the time limit on each piece of equipment is 30 minutes.
14. All equipment shall be utilized in accordance with manufacturer's instructions.
15. The use of cameras or recording devices of any type are strictly prohibited anywhere in the Fitness Centers.

### III. ENFORCEMENT

1. In response to a violation of the rules, actions that threaten the health and safety of patrons, and/or damage to the Fitness Centers, the staff personnel may suspend individuals from use of the facilities for up to one (1) week. In such a case, staff personnel shall submit a report, detailing the offense and the disciplinary measure, to the General Manager in the Business Office, with a copy kept on file at the fitness facility.
2. If staff personnel determine that the violation is serious, or if there are repeated violations, she/he will notify the General Manager, who will ask that the matter to be handled by the Board of Trustees. Disciplinary action may include, but is not limited

to, reprimand, probation, or long-term suspension. The Board of Trustees may also impose monetary charges in accordance with established policies. The Board of Trustees shall investigate the allegations, interview the parties it deems necessary, and establish other procedures and proceedings as it deems necessary and fair.

3. Physical or verbal abuse at the Fitness Centers is unacceptable and will not be tolerated. Any person at the Fitness Centers found being physically abusive, verbally abusive, or using profane language with any patron or personnel shall be immediately ejected from the Fitness Centers.
4. Proper etiquette shall be maintained at all times by patrons of the Fitness Centers so as not to infringe on the peaceful use and enjoyment of the Fitness Centers by other patrons. In the judgment of the staff personnel, those individuals whose actions are disruptive to the peace and harmony of the Fitness Centers may be ejected.

#### IV. PERSONAL TRAINER POLICY

1. Residents are entitled to bring a Personal Trainer to the Fitness Centers for the purpose of providing the Resident with personal training services, provided that the Resident complies with either of the two following requirements:
2. The Resident's Personal Trainer must enter into an employment agreement with WTS International. The employment agreement shall provide that the personal trainer shall be an employee of WTS International for the purpose of providing personal training services in the Fitness Centers; or
  - a. The Resident must complete a Request to Use a Personal Trainer Form, a copy of which is attached to this Policy, that includes the following information and documentation:
  - b. The name of the Resident;
  - c. The name, address, phone number and business information for the Personal Trainer;
  - d. The Personal Trainer's certifications and licenses;
  - e. The Resident must submit copies of the Personal Trainer's professional liability insurance policy (\$1,000,000 per occurrence with \$10,000,000 umbrella);
  - f. The Resident must agree to indemnify and hold harmless the Corporation and WTS International against any liabilities, damages or causes of action arising out of their use of the Fitness Centers while receiving personal training from the Personal Trainer; and
  - g. The Resident must provide with their application a Personal Trainer Agreement, a copy of which is attached, completed and signed by the Personal Trainer.
3. Personal Trainers are prohibited from providing any services in the Fitness Centers unless the Resident has submitted a complete application that satisfies the criteria set forth in Paragraph 2.

4. A Personal Trainer is prohibited from providing personal training services to more than two individuals in the Fitness Centers in any single month. Personal Trainers are prohibited from advertising their services within the Fitness Centers. These prohibitions shall not apply to any Personal Trainer that is employed by WTS International and any Personal Trainer that is employed by WTS International shall not be required to provide a fully executed Personal Trainer Agreement.

This Resolution was duly adopted by the Board of Trustees on the 13 day of September 2017 and supersedes any prior policy relating to rules and regulations for use of the Fitness Centers.

KINGSTOWNE RESIDENTIAL OWNERS CORPORATION

By: *Jeannette McCarroll*  
President

**KINGSTOWNE RESIDENTIAL OWNERS CORPORATION  
REQUEST FOR AUTHORIZATION FOR PERSONAL TRAINER**

Please deliver to: Director of Recreation  
Kingstowne Residential Owners Corporation  
6090 Kingstowne Village Parkway  
Alexandria, VA 22315

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**Resident Information:**

Resident's Name: \_\_\_\_\_

Resident's Address: \_\_\_\_\_  
\_\_\_\_\_

Resident's Phone: (H) \_\_\_\_\_  
(W) \_\_\_\_\_

Resident's E-Mail: \_\_\_\_\_

**Personal Trainer Information:**

**Business Information**

1. Name of Business: \_\_\_\_\_
  2. Address: \_\_\_\_\_
  3. Telephone Number: \_\_\_\_\_
  4. Is the Business a corporation?:  Yes  No
  5. Is the Business a Limited Liability Company?  Yes  No
  6. Is the Business a sole-proprietorship?  Yes  No
  7. Is the Business a partnership or limited partnership?  Yes  No
- B. Name of individual Personal Trainer who will be working with the Applicant:  
\_\_\_\_\_
- C. Attach copies of the insurance policies and certifications provided by the Personal Trainer.
- D. Attach a signed Personal Trainer Use Agreement.

**Representation By the Resident**

By my signature below, I affirm the following:

- A. The representations made are true and complete.

- B. I acknowledge and agree that the Personal Trainer is an independent contractor employed by me and that the Personal Trainer is not an employee, agent, contractor, associate or assign of the Kingstowne Residential Owners Corporation (“Corporation”) and that the Personal Trainer is not in any way affiliated or associated with the Corporation, its Board of Trustees, officers, members, employees or agents.
- C. I am responsible for the actions and behavior of the Personal Trainer.
- D. I shall assume all risks and hazards incidental to the use of the Fitness Facilities and agree to hereby indemnify, release and hold harmless the Corporation, its Trustees, Officers, Members, Employees, WTS International, Inc. and Agents from and against all liabilities, damages, injuries, causes of action, suits, claims, and judgments of any kind whatsoever, direct or indirect, including but not limited to costs and all attorney’s fees incurred in the defense thereof, arising in connection with, incurred as a result of, or caused by my use of the Fitness Facilities and the use of the Fitness Facilities by the Personal Trainer employed by me.
- E. I acknowledge and agree that this Agreement is binding upon my heirs, beneficiaries, successors and assigns.
- F. I am a resident of the Kingstowne Residential Owners Corporation.

Resident’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR CORPORATION USE ONLY

Received: \_\_\_\_\_  
 Application Approved: \_\_\_\_\_  
 Application Disapproved: \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**KINGSTOWNE RESIDENTIAL OWNERS CORPORATION  
PERSONAL TRAINER AGREEMENT**

This Agreement shall confirm that the Kingstowne Residential Owners Corporation (“Corporation”) consents to \_\_\_\_\_, (an individual, a corporation of \_\_\_\_\_, etc.) using the Fitness Facilities for the sole purpose of professionally training, directing, and supervising the exercise activities of \_\_\_\_\_, a resident of the Corporation who is entitled to use the Fitness Facilities (hereinafter “Client”).

The Corporation will not charge me a fee for granting me access to use the Fitness Facilities with my Client. In consideration of the Corporation granting me access to the Fitness Facilities in order to professionally train, direct and supervise the exercise activities of my Client, I agree to the following terms and conditions:

1. I shall review the Kingstowne Fitness Facilities Operating Rules & Procedures and abide by and comply with all of the rules and regulations governing the use of the Fitness Facilities.

2. I shall assume all risks and hazards incidental to such use and agree to hereby indemnify, release, and hold harmless the Corporation, its Trustees, Officers, Members, Employees, Agents and WTS International, Inc. from and against all liabilities, damages, injuries, causes of action, suits, claims, and judgments of any kind whatsoever, direct or indirect, including but not limited to costs and all attorney’s fees incurred in the defense thereof, arising in connection with, incurred as a result of, or caused by my use of the Fitness Facilities and the use of the Fitness Facilities by my Client while under my direction or supervision.

3. I shall maintain comprehensive liability insurance policies in an amount of one million dollars per episode, or the minimum required by law, whichever is greater, and that I shall name the Corporation, its Trustees, Officers, Members, Employees, Agents and WTS International, Inc. as additional insureds and that I shall provide the Corporation’s Office with copies of such policies or, if the Corporation so chooses, a Certificate of Insurance evidencing proper insurance coverage or such other documentation as requested by the Corporation (e.g. current loss run statement). I acknowledge that the Corporation may immediately terminate this Agreement, without notice, in the event that I fail to maintain the insurance required herein.

4. I am responsible for becoming familiar with the use and operation of all the exercise equipment and weights in the Fitness Facilities prior to the use of the exercise equipment by my Client and direct and instruct my Client in the proper use of the exercise equipment and weights.

5. I shall only use the Fitness Facilities for the purpose of professionally training, directing, and supervising the exercise activities of my Client. I shall not professionally train, direct or supervise the exercise activities of any other persons in the Fitness Facilities.



6. I shall not train any more than two individuals in the Fitness Facilities in a single month.

7. I shall not advertise my services anywhere within the Kingstowne Fitness Facilities.

8. I am responsible for obtaining, at my own expense, any governmental permits and licenses associated with the activities that are the subject of this Agreement.

9. The Corporation may immediately terminate this Agreement, with or without cause, upon ten days written notice to the Client.

10. I acknowledge and agree that I am independent contractor retained solely by the Client and I further acknowledge and agree that I am not an employee, contractor or agent of the Corporation, its Trustees, Officers, or Members.

11. This Agreement is not assignable.

This Agreement constitutes the entire agreement by and between the Kingstowne Residential Owners Corporation and the Personal Trainer. The party signing the Agreement on behalf of the Personal Trainer represents that he/she is authorized to sign the Agreement.

PERSONAL TRAINER:

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title : \_\_\_\_\_ (if applicable)

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

SEEN AND AGREED TO BY:

WTS INTERNATIONAL, INC.

By:

Name:

Title: