
FORTH

Member Bylaws

Vincent LaRusso



FORTH CLUB MISSION

Why Forth Club?

In our busy lives it has become increasingly difficult to balance the pressures and demands of work and family while maintaining our physical health as well as our social wellbeing. FORTH provides alignment for our personal and professional priorities.

What is FORTH Club?

FORTH Club is a social club inspired by the grand tradition of the early 20th-century salon, where members enjoy use of a private club, bars & restaurants, fitness facilities, as well as event programming designed to stimulate intellectual curiosity and personal growth.

FORTH Club is an atmosphere for expression, community, and wellness – true to the soul and spirit of Atlanta.

Mission Statement

FORTH Club seeks to promote well-being among its members by building a diverse, engaging and friendly community that comes together to pursue their goals. FORTH members seek the benefits of restorative offerings and to socialize, entertain, and learn. While members will create meaningful relationships within the walls of FORTH Club, the ambition of the club is to evoke the positive energy that inspires members to seek new adventures throughout their lives. A relationship made at FORTH is one to last through a lifetime of accomplishments.

Forth Club is located at 800 Rankin Street, Atlanta, GA. Programming on the premises is managed by Method Co.

These bylaws may be amended occasionally as needed by management and updates will be posted on Forth Club member website at <https://atl.member.forthclub.com/>

CONTENTS

- 1.Membership Types: Rights and Benefits
- 2.Membership Admission
- 3.Billing and Payment
- 4.Membership Renewal or Cancellation
- 5.Membership Pause
- 6.Building Hours and Closures
- 7.Guests
- 8.Children
- 9.Private Events
- 10.Dress Code
- 11.Food and Beverage
- 12.Consent to Use of Likeness
- 13.Confidentiality and Privacy Policy
- 14.Mobile Phones and Computers
- 15.Cameras/Recording Devices
- 16.Security Cameras
- 17.Audio/Video Sound

- 18. Press and Social Media
- 19. No-Smoking Policy
- 20. Alcohol Policy
- 21. Property Liability
- 22. Trademark Rights
- 23. Community Culture
- 24. Harassment and Discrimination
- 25. Violations and Disciplinary Action
- 26. Policy Amendments
- 27. Dog Policy
- 28. Pool Rules

1. Membership Types: Rights and Benefits

The club cultivates a diverse membership of different ages, identities, professions, and backgrounds.

Founding Member

Individual – sole individual

Couple – legally bound couple or domestic partnership (two persons)

Social Member

Individual – sole individual

Couple – legally bound couple or domestic partnership (two persons)

Explorer

Individual – sole individual

Acceptance into Forth Club requires:

- 1) completion and submission of the Forth Club member application
- 2) review for admission by the Membership Committee
- 3) an interview with someone from the Membership Committee may be required

When the club is operating at capacity, prospective members may be placed on the membership waitlist, and may be offered membership upon availability. The fees payable by each Forth Club member are established by the club management for the sustainability of the club and are in the application submitted by each prospective member. Forth Club members are offered the following rights and benefits provided in the Membership Plan:

Club Member Access Areas

Pool and pool-deck seating and lounge areas (via reservation system)

Fitness center, including locker rooms, spa, and all wellness facilities

Forth Club Lounge, Terrace, Dining Room, and Bar

Member Privileges

Complimentary self-parking

Preferred event rates

Preferred hotel rates

Exclusive member events

Spin, Pilates, Yoga, and Group Classes (via reservation system)

Consideration for nominations of new prospective members

Guests (2) upon entry to any Club area (1 guest for pool & gym entry)

2. Membership Admission

Prospective Social Members of FORTH must be nominated by an existing club member in good standing. Existing members in good standing may nominate new prospective members by filling out a Member Nomination form. Prospective members must complete and submit a membership application which will be reviewed by the Membership Committee. By submitting an application for membership, prospective members agree to be bound by the rules of these bylaws.

The Membership Committee has the discretion to admit new members. Membership applications, correspondence, and proceedings of the Membership Committee shall remain confidential and not subject to review by anyone other than club management, for the safety and privacy of potential members.

3. Billing and Payment

All membership fees and schedules are stated clearly in the application for membership. All Forth Club members must maintain valid ACH or credit card on file for charges incurred at Forth Club. By providing Forth Club with payment information, members consent to being charged the membership fees stipulated in their membership application. Club Dues will be automatically paid by (i) the Club's debiting of an account at a bank or other financial institution on file with Forth Club or (ii) billed to a credit card on file with Forth Club and paid by the credit card company to the card on file at the beginning of each month of service.

UPON THE START OF THE PROGRAM, LAUNCH DATE TBD:

Forth Club members may opt-in for a house account. Members will receive a unique membership ID number once approved for membership for all house charges. House charges are available for all outlets, excluding private events. All house charges will be signed off by member only and debited at time of purchase from the account on file. Members and guests who purchase food, beverage, or products at the premises without an active house account must pay at the time of purchase. Payment must be made by cash, credit card, or digital payment. Members are responsible for ensuring payment of their guest's outstanding bills.

Membership access will be placed on hold until outstanding member balances are paid. If a member's late payment exceeds 90 days, or upon the second late payment of more than 60 days, club membership will be canceled.

4. Membership Renewal and Cancellation

Membership is for a minimum period of one year and auto renewed on an annual basis. When applicable, the decision of the Membership Committee to approve or deny renewal is final and without appeal.

Membership renewal is contingent on the member's ongoing compliance with the bylaws and other written rules of Forth Club, the member's payment of Club Dues as specified in the notice of renewal, and the member's account remaining in good standing. Notice of renewal may be delivered to each member approximately one month before the end of the member's current annual term.

If a member withdraws from the club due to a health emergency, financial necessity, or relocation outside of Georgia, as confirmed by club management, the departing member must pay all outstanding charges incurred at the club and will be entitled to a pro rata refund of any prepaid Club Dues. The Initiation Fee is not refundable. Any other refunds will be at the discretion of the club management.

If a member withdraws from the club for reasons other than health emergency, financial necessity, or relocation, the member will be required to pay Club Dues for the remainder of their year of membership, as established in their membership contract.

Members who withdraw or fail to renew membership cannot be reinstated but may rejoin through a nomination by an existing club member, submission of a new application, review for approval by the Membership Committee, and signing of membership contract with fees and dues established at present rates.

Members whose club membership is terminated by club management for violation of these Member Bylaws are not eligible to rejoin the club.

5. Membership Pause

Members may pause membership ('Membership Pause') for up to 90 days, once in membership lifetime. This one-time pause is subject to club management approval following a written request to the Membership Director. After the 90 days, club membership and dues will renew automatically.

During a Membership Pause, Members are not entitled to member benefits or access to private member spaces, except as an invited guest of another member, according to the club guest policy. Members will be notified of the reinstatement of their membership including member benefits and access.

6. Building Hours and Closures

Members are invited to all venues during published operating hours. Occasionally, FORTH Club premises or designated club areas, restaurants and bars may be closed for holidays or special events. Advance notice will be given to all members regarding these closures.

7. Guests

Members may bring up to two guests at a time to the Club Lounge & Terrace

Members may bring one guest (couple memberships may bring two guests total) to the pool by reservation only, and upon availability.

Members may not bring guests to the fitness center.

Special requests may be considered at the sole discretion of club management.

Members must check in guests and ensure they are aware of Forth Club House Rules prior to arrival. Members must be present at Club for guests to access venues. Members should not leave guests unattended at Forth Club, except to use restrooms. Members are responsible for ensuring that their guests follow the dress code, rules and policies stated in these bylaws and must settle outstanding bills prior to departure. Misbehavior by guests may result in disciplinary action against responsible members, up to and including revocation of membership.

8. Children

Forth Club is 21 years and older. Children under the age of 21 are welcome at designated family events. Members should be considerate when bringing children to designated events and be mindful that children are always their responsibility on the premises.

POOL:

The pool allows for Members' guests of all ages. All Members' guests under the age of 16 must be supervised at all times.

9. Private Events

Club spaces are not available for private rent to members, other than special circumstances approved, organized, and managed by management.

10. Dress Code

Forth Club Lounge & Terrace: Unless otherwise advised, sophisticated smart, casual attire with suitable footwear is appreciated and always expected. Dress jeans are always permitted. No bathing or workout attire of any kind is permitted. Management maintains the right to refuse admittance to any member or guest that is deemed inappropriate, offensive, or too casual for our décor.

Fitness Areas: Unless otherwise advised, fitness attire is mandatory in all areas of the fitness and wellness facilities. Street attire, street shoes, and bathing attire of any kind is not permitted. Cleats are not permitted. Shoes and shirt must be worn at all times by all members and guests.

Members are expected to use common sense and reasonable judgment in how they and their guests appear in various areas of the premises. Certain events may specify a particular dress code to which members and guests are expected to comply in order to participate.

Only accepted footwear, as indicated by management and / or instructors, may be allowed at specific times in our specific training and member rooms, including the Pilates and yoga rooms.

11. Food and Beverage

Members may bring up to two bottles of wine to Forth Club and will be subject to a corkage fee for consumption on the premises. Members and guests are not permitted to bring any other outside food or beverages to Forth Club (all venues) unless required for medical or health reasons.

12. Confidentiality and Privacy

Staff at Forth Club are required to adhere to the strictest confidentiality standards and pledge to maintain all records and personal information concerning members and guests in total confidence. Members may not share the personal information of other members, nor can they use members' contact information for mass mailing or promotional purposes. For a full description of our rules and procedures regarding privacy, please consult the full Privacy Policy of Forth Club, available online at www.forthatlanta.com/privacy-policy

13. Consent to Use of Likeness

Designated staff and photographers/videographers at Forth Club will occasionally film, video, photograph, or otherwise record member events and activities for use in our programs, as well as advertising, promotions, public relations, and other commercial / business purposes. These images, audio, or video may also be shared with those who attended the event. We may ask you to share your experiences and impressions of Forth Club, and we may use your feedback in our materials, unless the survey is specifically identified as anonymous or confidential. If you take part in these interviews or events, you consent to our use of your name, image, voice, and likeness in published materials, and you waive your right to receive compensation in connection with such publication.

14. Mobile Phones and Computers

To protect the relaxed atmosphere within dining areas of Forth Club, members and guests must have all personal communication devices (phones, tablets, laptops, wearable technology) on silent mode. Talking on mobile devices is prohibited in member areas. Members and their guests must take calls in designated areas away from the member spaces.

15. Cameras/Recording Devices

To maintain the safe space of Forth Club, no cameras, video or other recording devices may be used, unless expressly permitted by management. Management and staff at Forth Club reserve the right to confiscate any mobile phone, camera, video, or other recording device and any photos, videos or other recorded images taken on premises in violation of this policy. Repeated violations will result in suspension of membership rights.

Any violation of this policy discovered through social media or any other distribution channel, especially including the identity of other club members or guests, will result in immediate suspension of membership, with review for permanent termination.

16. Security Cameras

Members and their guests should be aware that for safety reasons, Forth Club premises are under video surveillance. By signing in and entering Forth Club, members and guests consent to recording by security cameras on the premises.

17. Audio/Video Sound

Movies, videos, songs, virtual calls, presentations and all other audio must only be played through headphones and should not be audible to any other member or guest present. Virtual calls should only take place in designated areas.

No self-videos or content creation of any kind may be done in any Club areas without the express written consent of management.

18. Press and Social Media

Members and their guests must not disclose or identify any other members or guests at Forth Club in the public domain, whether in any press, social media, or personal blogs. Members and their guests must also refrain from identifying or describing any private event on the premises.

Any violation found, be it current or historic, via a member or a guest, can result in suspension or expulsion from membership, as well as future access as a guest.

19. No-Smoking Policy

No smoking is permitted in Forth Club at any time outside of designated smoking areas. Smoking consists of any cigarette, electronic device, or oral device that uses smoke, vapors or steam. Use of any illegal drug is strictly prohibited and Forth abides by all enforceable laws.

20. Alcohol Policy

Forth Club is responsible and liable for all food and beverage (alcohol included) services. Members are expected to moderate their alcohol intake and refrain from disruptive behavior as a result of their consumption. Alcoholic beverage service complies with all federal, state, and local laws, rules, and regulations, including minimum drinking age laws.

Personal wine brought into Forth Club will be subject to a corkage fee for consumption on the premises. No other alcoholic beverage may be brought into the premises from outside nor removed from the premises.

Staff reserve the right to refuse service of alcoholic beverages to members and guests, according to the staff's professional discretion. Members who are repeatedly or habitually intoxicated or disruptive may face termination of membership or denial of membership renewal.

21. Property Liability

All items brought and left at Forth Club are entirely at the risk of members or their guests. Forth Club, and associated employees or agents shall not be liable to any member or guest for any loss, damage, or injury suffered by them or their property, except in the case of death or personal injury to a member or guest caused by the negligence of Forth Club or associated employees or agents. Members are required to pay the replacement cost for any damage or loss of property belonging to Forth Club or associated companies that is caused by the member or their invited guests.

Any member who willfully removes, damages, or destroys any property belonging to Forth Club, its associated companies and services, or to members or guests on the premises, will face immediate termination of their membership.

22. Trademark Rights

Members and their guests shall not use the names, logos, trademarks, photographs, or other identifying features of Forth Club, without obtaining the prior written consent of Forth Club as to the specific use.

23. Community Culture

All members and staff at Forth Club have been carefully selected to foster a supportive, respectful, responsible community that is committed to the community's social well-being. Members are expected to treat everyone at Forth Club with appropriate respect and dignity at all times. This includes Forth Club staff, whether during shift, or onsite outside of shift. If a member or guest has an issue with any other member, guest, employee, or other contracted service provider at Forth Club, the matter should be addressed in person or by email with club management.

24. Harassment and Discrimination

Discrimination, harassment, or unwanted advances will not be tolerated at any time in any form – including but not limited to written, verbal, physical or visual contact or gestures. Any member who is disturbed by any conduct at Forth Club is urged to report such matters to club management immediately. Forth Club is committed to maintaining a work environment free of all unlawful harassment or discrimination, which is harassing conduct or discrimination based on race, color, religion, religious practice, religious creed, sex (including pregnancy, childbirth, breastfeeding or related medical condition), age, national origin, primary language, ancestry, sexual orientation, gender identity or expression, marital and registered domestic partner status, medical condition, disability, genetic information, citizenship or immigration status, military and veteran status, political affiliation, and/or any other characteristic covered by applicable federal, state or local law. Forth Club's anti-harassment policy applies to everyone involved in the operation or business of Forth Club, including managers, coworkers, members, guests, visitors, and outside vendors and contractors. Maintaining a safe, harassment-free work environment is a responsibility shared by everyone at Forth Club.

25. Violations and Disciplinary Action

All members bind themselves to abide by the rules, bylaws, and regulations of Forth Club and this Member Bylaws at all times upon acceptance as a member. Conduct by a member or guest that is prejudicial to these bylaws or other written policies at Forth Club may result in suspension or expulsion of that member and/or guest. A member may be subject to cancellation of membership for violating a provision of these bylaws, engaging in any inappropriate, violent, abusive, or illegal conduct at the premises, for committing vandalism at the premises, or unreasonably disturbing other members or guests. An expelled member may not return to Forth Club in any capacity. Should an expelled member attempt or be successful in regaining entry as a guest of another member, the member with whom they are associated will be held responsible. In the event of any dispute arising as to the meaning or interpretation of these rules, the matter shall be referred to the Membership Committee, whose decision with respect to your membership shall be final and without appeal. These rules shall be governed and construed in accordance with United States law and each member agrees to submit to the exclusive jurisdiction of local and federal courts. This disciplinary policy applies to member conduct in all businesses operating on Forth Club premises.

26. Policy Amendments

Forth Club may change the Member Bylaws rules at the discretion of the management and will alert members by displaying notification of the change along with the most recently updated Member Bylaws within the Membership Portal.

27. Dog and Pet Policy

Dogs and pets, other than trained service animals, are NOT allowed at Forth Club, at the pool or pool terrace, or the fitness center, without express consent by FORTH management. Trained service animals are allowed in all areas.

28. Pool Rules

The pool area is for both fun, fitness, and relaxation. Members have exclusive use of the pool for fitness lanes during hours to be determined. If a family event is designated in the pool area, children of all ages are the responsibility of their parents or designated caregivers. Children cannot be left unattended in the pool area and will result in Member or guest expulsion. Running, ball playing, or other activities that can lead to injury is not allowed. Water guns, floaties, water toys, and personal speakers are prohibited. Changing is only permitted in designated areas.

Pool reservations are required and parameters may change over time to properly accommodate all members and hotel guests. Members may bring up to 1 guest per pool reservation. Additional guest requests may be considered at the sole discretion of club management.