



M A R I P O S A
COMMUNITY ASSOCIATION

INSTRUCTOR/ PERSONAL TRAINER POLICY

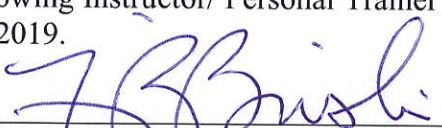
By affirmative vote, the Board of Directors (the "Board") of the Mariposa Community Association (the "Association"), a New Mexico nonprofit corporation, hereby adopts the following resolution as an official action of the Board and hereby direct that this action be filed with the minutes of the proceedings of the Board of the Association:

WHEREAS, the By-Laws of Mariposa Community Association a New Mexico non-profit corporation (hereafter the "Association"), grant to the Board of Directors the powers necessary for the administration of the Association;

WHEREAS, the Board finds there is a need to establish a Policy to determine the engagement of Personal Trainers/ Instructions at the Community Center and the accompanying facilities;

WHEREAS, the Board shall determine the scope of such Policy, until such time as a majority of the Board finds it is necessary to rescind, modify or amend;

NOW, THEREFORE, IT IS RESOLVED THAT the Board of Directors hereby adopts the following Instructor/ Personal Trainer Policy for the Association, which shall be effective March 14, 2019.



Tim Brislin, President,
Mariposa Community Association



INSTRUCTOR/ PERSONAL TRAINER POLICY

No classes are permitted at the Mariposa Community Association (hereinafter referred to as the "Association") facilities, including the East Commons Park and Community Center, without prior written consent from Association Management or the Board of Directors, and such consent should be written and may be cancelled at any time, for any or no reason.

Individuals, whether Members or their guests, are not permitted to use the Association amenities and/or Community Center for business purposes. The Association may, however, enter into Agreements, from time to time, with individuals or businesses to provide products, group classes, or services to its Members, and may choose to promote exclusive vendors through its website and newsletter.

PROGRAM REGISTRATION AND OPERATION

1. Any Personal Trainer or Instructor (hereinafter referred to as "Instructor") is required to apply to the Mariposa Community Association to become an approved Instructor. The Association retains the exclusive right to control the use of their private facilities for fitness and wellness programming and services.
2. Mariposa will post all approved Instructor class schedules on the monthly calendar for publication in the Mariposa Weekly electronic newsletter and on the Association's website.
3. All marketing materials for classes and programs held at or within the Association must be approved prior to distribution. Decorations or class materials may be hung only with product that will not cause penetration of the walls or stripping of paint. No tape, nails, staples, tacks, glitter or confetti is allowed. No tape is allowed on windows.
4. Any changes to class dates, times, locations and Instructors must be communicated to the Mariposa Management Office by the third Monday of every month for the following month's class schedule. This allows the Associations enough time to make any necessary changes to the calendar and publicize the information to the Mariposa community.
5. Instructor's classes must be comprised of at least 51% Mariposa residents. Instructors will be required to keep a log of attendance and verify the number of participants in each class.
6. All rosters must be provided prior to the season/series start as well as a revised and final roster at the close of the season/series. All residents and non-residents must be

clearly defined on the rosters and verified by Association staff prior to commencement of the class to ensure minimum resident participation requirements. They must be in electronic format and include all itemized fees paid per attendee.

7. The use of the facilities by Association members may be restricted at the discretion of the Board of Directors or management staff for delinquent Association dues, violation of Association rules, or deliberate abuse of the Community Center, recreational facilities or common area.

FACILITY USE FEES

1. All classes are subject to usage fees if the Community Center, recreations facilities or any common areas are used. All class fees will be determined by the Association, in conjunction with the Instructor. Each Instructor will be responsible for collecting these fees from the participants. There may be a fee split between the Instructor and the Association, as required by separate written agreement.
2. All payments are due by the 5th day of each month in which a class session takes place. Fees not paid by the due date are subject to an additional \$10.00 charge per week that they are late.
3. Revenue from any fees would be utilized to offset expenses associated with maintaining and/or operating the fitness programs, the fitness equipment and/or the Community Center.

INSTRUCTOR REQUIREMENTS

1. Facility rentals for space and times may vary depending on the class being offered. All Instructors must confirm space requirements and scheduling with Association Management on their class before activities begin.
2. All classes must begin and end at the time approved by Association Management. Each Instructor is responsible for cleaning and vacating the Community Center before the next rental, class, or program begins.
3. The Association retains the right to schedule concurrent events, by separate parties, in other areas, at the same time. All areas not reserved by the Instructor will remain open and available to Members and their guests during the scheduled class and shall not be used by any non-resident attending a scheduled class/event.
4. Classes in any of the common areas does not allow private usage of the restrooms as they must remain available to all Members and their guests.
5. The Instructor shall be responsible for their own set-up, tear down and clean-up inclusive of sweat, water spills, scuff marks, etc., unless otherwise noted by Association Management. The Community Center must be left in the same condition in which it was found prior to the Instructor's class. Any alternation of the common

area or amenities is strictly prohibited.

6. The Association will not be held liable in the event of accidents resulting or injury resulting from set-up or tear down of the facility, illness from food preparations, lost or stolen items or any unforeseen mechanical problems.
7. Instructors must maintain and provide proof of insurance with the following liability limits:
 - Workers Compensation – Statutory Limits
 - Auto Liability (owned/non owned)
\$500,000/\$1,000,000 Bodily Injury
 - Commercial General Liability (CGL)
 - \$1,000,000 Occurrence
 - \$1,000,000 Personal Injury
 - \$1,000,000 Products/Operation
 - \$1,000,000 General Aggregate
8. Instructors must provide the Association with a Certificate of Insurance reflecting the requirements above; and listing the following entities as additional insured:
 - The Mariposa Community Association
C/o CCMC
8630 E. Via De Ventura, Suite L-100
Scottsdale AZ, 85258
9. Instructors must maintain and show proof of all current nationally accredited certifications and or certificates of completion when operating in the Association's private facilities. Instructors are responsible for providing and updating copies of these, as necessary, to the Association.
10. The Instructor will report any problems, accidents, participant complaints; etc. to Association Management immediately and follow up in writing.

PRIVATE TRAINERS AND INSTRUCTORS

The Association will promote approved Instructors through the website and newsletter, but will also allow "special exceptions" to Members that prefer an individual private instructor, if that instructor has appropriate insurances, certifications, and has registered with Association Management or the Board of Directors. Members are permitted to bring their own personal trainer or instructor (hereinafter referred to as "Private Trainer"), when the following requirements are met:

1. Members must register his/her Private Trainer with the Association.
2. A facility use payment must be made of \$20 per session or \$500 per year, whichever is less.

3. Private Trainers must be certified fitness instructors, and provide evidence thereof.
4. A Certificate of Insurance must be provided to Association Management, naming the Association as additional insured, with at least the following limits:
 - Workers Compensation – Statutory Limits
 - Auto Liability (owned/non-owned)
 - \$250,000/\$500,000 Bodily Injury
 - Commercial general Liability (CGL)
 - \$1 Million Occurrence
 - \$500,000 Personal Injury
 - \$500,000 Products/Operation
 - \$2 Million General Aggregate

Private Trainers will not be able to teach classes to multiple Members or solicit within the community.

5. A registered Private Trainer may be issued an Access Key identifying him/her as an approved Private Trainer and will be required to show their Access Keys when asked.
6. No private instruction may be provided for non-Members. Unregistered Private Trainer's providing lessons will be asked to leave.