

## *USTA Team Policy*

Approved at the August 26<sup>th</sup>, 2021 Board of Directors Meeting

### **BACKGROUND**

Historically, Cowell Homeowners Association, Inc. (“CHOA”) has hosted numerous United States Tennis Association (“USTA”) teams on site for both residents and guests. Past USTA agreements or understandings were largely communicated verbally or through email between the interested parties, and as a result the Association is in need of a document fully encompassing all Association USTA requirements. The intent of this policy is to establish the Board’s standards and expectations for local USTA teams and to provide guidance regarding the use of CHOA tennis courts for USTA team practices and matches.

### **USTA TEAM APPLICATION PROCESS**

CHOA will permit a maximum of four (4) USTA teams per USTA season. In the event that more than four teams wish to utilize the CHOA tennis courts, approval will be granted based on the order of applications received.

USTA team captains must be current CHOA residents, and in Good Standing with the Association, meaning they are current in their payment of Assessments and have no outstanding or unresolved violations. If the team captain is a tenant, the owner of the property must be a member in Good Standing.

USTA team captains must complete a *USTA Team Application* form and provide it to the Association for approval prior to being able to utilize the CHOA tennis courts for any USTA-related activity. A *USTA Team Application* form is required for every team, every USTA season. They will not carry-over to a subsequent season, even if there are no changes to the team members.

### **USTA FEES AND REQUIREMENTS OF INDIVIDUAL PLAYERS**

There is no charge for current CHOA residents to join a USTA team and participate in USTA team practices and matches. Non-CHOA residents who wish to join a CHOA USTA team are required to pay a fee of \$40 per season to the Association. Non-CHOA residents who join multiple USTA teams are only required to pay the \$40 fee once per season, regardless of how many teams they are a member of during that given season.

Payment must be by check, made out to *Cowell Homeowners Association, Inc.* Payments from individual players shall be collected by the team captain and provided to the Association prior to the end of the USTA season. Failure to collect or provide the Association with the appropriate payment may result in USTA team captains no longer being able to utilize the CHOA tennis courts in future seasons.

All USTA players who will be utilizing the CHOA tennis courts must fill out a *USTA Tennis Facility Waiver & Release of Liability* and provide it to the Association prior to the first regularly scheduled match. This form will only need to be filled out once by each individual, and will be stored by the Association for use on future seasons.

### **USTA ROSTERS**

Once approved, and prior to the start of the USTA season, team captains are required to provide the Association with a team roster, which at a minimum is to include the following information:

- Player name
- Confirmation of CHOA resident or non-resident status
- Contact phone number and email address

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- Confirmation of completion of *USTA Tennis Facility Waiver & Release of Liability*

Rosters must be typed; handwritten rosters will not be accepted. The Association will provide all team captains with a roster template that should be utilized.

## USE OF COURTS AND SCHEDULING

USTA teams are permitted to schedule practices one day per week, Monday through Thursday, between the hours of 6pm and 8:30pm. Only courts #3 and #4 may be used for weekday practices.

USTA teams may schedule home matches at the CHOA tennis courts as required. For USTA home matches, only courts #2, #3, and #4 may be used. If additional courts are required due to the size of the league, courts #5 and #6 may be used as needed, but USTA team captains will need to obtain written approval from the Association prior to the start of the season should their league require more than three courts at a time for matches. At no time may all four upper courts (#1-4) be used simultaneously for USTA matches. Overflow matches must take place on one of the lower courts. Court #5 must be used if four courts are required, and courts #5 and #6 must be used if five courts are required.

USTA captains are required to notify the Association of all scheduled home matches no later than one week prior to the date of the scheduled match. Match and practice schedules will be maintained by the Association on the website [www.walnutcountry.com](http://www.walnutcountry.com), as well as posted at the bulletin boards at each entrance to the upper tennis courts. It is recommended that the match schedule for a given season be provided to the Association prior to the season's start, if practicable. When multiple USTA teams are participating in a season, team captains must work together to ensure that there are no conflicts and that all parties are in agreement before providing the Association with the team practice and match schedule. It is ultimately the responsibility of the team captains to resolve any conflicts that may arise when developing the schedule for a given season.

In the event of any scheduling change during the season, whether due to scheduling issues or an unforeseen event (such as weather), the affected team captain must coordinate directly with all other active USTA team captains to ensure that there are no conflicts. Once all USTA captains have been notified and given a reasonable opportunity to approve the proposed scheduling change, the Association must be made aware.

CHOA understands that sometimes scheduling changes are last minute, usually for reasons outside of the captain's control. Impacted captains must first make every effort to alert all active USTA teams when a scheduling change is necessary, then (time permitting) notify the Association. Generally, should all USTA captains agree on a scheduling change, the Association will not oppose the change.

## BATHROOM ACCESS

USTA league matches require bathroom access for all participants. The Association will provide each team captain with one deadbolt key and one key fob for the Main Pool entrance gate and bathroom doors at the beginning of each season.

When the Main Pool is open to residents, USTA players will only need to use the key fob for access. During winter or on days when the Main Pool is otherwise closed, USTA players will need to unlock the deadbolt at the entrance gate as well as the bathroom doors using the key provided. **It is imperative that the pool entrance gate then be locked immediately afterwards. Failure to ensure that the pool gates remain locked may result in the denial of future USTA Team Application requests by the infringing team captain!**

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Captains are not permitted to make copies of these keys, nor are they permitted to use these keys outside of previously scheduled USTA matches. **Any team captain found in violation of these guidelines may be disqualified from participating on future CHOA USTA teams.**

## **SCORECARDS**

The Association will make available five scorecards that may be checked out by USTA captains for use during USTA matches. If more than five scorecards are required for a match, the team captain, at their sole expense, will be responsible to provide.

Captains should contact the Association to confirm when and where these scorecards can be picked up.

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## USTA TEAM APPLICATION

*Per the Association's USTA Team Policy, all team captains are required to fill out a USTA Team Application prior to the start of each USTA season for approval by CHOA. USTA team captains must be current CHOA residents, and in Good Standing with the Association, meaning they are current in their payment of Assessments and have no outstanding or unresolved violations. If the team captain is a tenant, the owner of the property must be a member in Good Standing.*

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### USTA TEAM & CAPTAIN INFORMATION | *At least one team captain is required to be a CHOA resident*

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Resident Team Captain Name

Email Address

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CHOA Address

Phone Number

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USTA Season / Dates

USTA League Type / Name

Courts Required

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### OFFICE USE ONLY | *Please leave this area blank – will be filled out by Association staff*

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Owner in Good Standing?  Yes  No | Comments:

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Approved Match Courts:  2  3  4  5  6 | Keys Provided:

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*Staff Name*

*Staff Signature*

*Date*

## *USTA TENNIS FACILITY WAIVER & RELEASE OF LIABILITY*

This USTA Tennis Facility Waiver & Release of Liability (“Release”) is entered into on the date below between the Cowell Homeowners Association, Inc. (“CHOA”) and the individual[s] noted below who is/are referred to for convenience in this Release as “Tennis Facility User.”

Whereas, CHOA owns a Tennis Facility which is located on Common Area operated and controlled by CHOA; and

Whereas, Tennis Facility User wishes to use said Tennis Facility and the Common Area providing access thereto, including walks, driveways and parking lots (hereafter collectively referred to as the “Tennis Facility Areas”) for recreation, training, matches and other related activities (hereafter collectively referred to as “Tennis Activities”); and

Whereas, CHOA is willing to permit Tennis Facility User to access the Tennis Facility Areas for Tennis Activities in exchange for the consideration and pursuant to the terms and conditions below.

1. Tennis Facility User acknowledges that I/we have voluntarily requested to use the Tennis Facility Areas which use may include, among other activities, recreation, training and matches.
2. Tennis Facility User acknowledges that children under the age of 14 years may not use the Tennis Facility Area unless supervised by a responsible adult. Tennis Facility User will not permit anyone under the age of 14 to participate in Tennis Activities unless so supervised.
3. Tennis Facility User acknowledges that Tennis Activities entail a risk of injury. Tennis Facility User, on behalf of him/her/themselves, accepts such risk of injury. Tennis Facility User has been given the opportunity to and has actually inspected the Tennis Facility Areas and is satisfied that said Tennis Facility Areas are in a reasonably safe condition and are being kept and maintained in a reasonably safe condition.
4. As consideration for being permitted by CHOA to use the Tennis Facility Areas, Tennis Facility User hereby agrees on behalf of his/her/themselves that they will not make a claim against, sue, or attach the property of CHOA or any of its directors and officers and its managing agent, or its employees, or against anyone responsible for maintaining or repairing Tennis Facility Areas and any equipment located thereon (referred to collectively as “Releasees”), for injury or damage resulting from the Tennis Facility User’s use of the Tennis Facility Areas, except to the extent such injury or damage results from the gross negligence or willful misconduct of CHOA. **The undersigned hereby releases Releasees from all actions, claims or demands that Tennis Facility User, his/her/their agents, invitees, children, assignees, heirs, distributes, guardians, and legal representatives now have or may hereafter have for injury or damage resulting from the use of the Tennis Facility Areas, except to the extent such injury or damage results from the gross negligence or willful misconduct of CHOA.**
5. As further consideration for being permitted by CHOA to use the Tennis Facility Areas as described herein, **Tennis Facility User hereby agrees on behalf of his/her/themselves and his/her/their guests, invitees, children, assignees, heirs, distributes, guardians, and legal representatives to defend Releasees and hold them harmless from all claims, agrees to protect, indemnify, and hold harmless Releasees against all liabilities, claims, demands, damages and costs of defense (including attorneys’ fees) arising out of or connected with use of the Tennis Facility Areas, including but not limited to Tennis Activities, except to the extent such injury or damage results from the gross negligence or willful misconduct of CHOA.** This obligation shall survive termination of this Release.

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6. CHOA makes no warranties or representations as to the conditions of the Tennis Facility or its appropriateness or suitability for any particular person. Tennis Facility User acknowledges that CHOA does not staff the Tennis Facility, and that CHOA does not provide any health and/or medical experts or personnel to be present at the Tennis Facility.
7. I agree to abide by all governing documents, including all rules and regulations of CHOA with respect to use of the Tennis Facility.
8. This Release and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of California.
9. I acknowledge that this Release was expressly negotiated and is material for the Releasees to allow utilization of the Tennis Facility.
10. In signing this Release, I acknowledge and represent that I have read the foregoing Release, understand it and sign it voluntarily; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

## **TENNIS FACILITY USER[S]**

Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

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