

Toms River Chess Club Membership Policy for New, Renewing, and Continuing Members

Effective Date: [10-1-2024]

Last Updated: February 27th, 2025

1. Membership Terms

Validity: All members of the Toms River Chess Club ("TRCC") are valid until March 31 of the following year, regardless of their joining or renewal date. The membership year runs from January 1 to March 31 of the following year.

2. Prorated Membership Fees for New Members

Q1 (Jan - Mar): Full Price.

Q2 (Apr - Jun): 25% off annual price of selected membership type.

Q3 (Jul - Sep): 50% off annual price of selected membership type.

Q4 (Oct - Dec): 75% off annual price of selected membership type.

3. Family Membership Plan

Available to Both New and Renewing Members: Includes up to 7 additional **IMMEDIATE** family members. Immediate family members include significant others, parents, parental guardians, children, siblings, grandparents, and grandchildren. The primary member and up to two family members (12 and older) can be designated as voting members. All family members enjoy all other benefits, including access to events and tournaments, until March 31 of the following year. Annual renewal is required to maintain active status.

4. No Refund Clause

Non-Refundable: Membership fees are non-refundable, regardless of remaining time in the membership year or use of club services. However, the Toms River Chess Club (TRCC) reserves the right to issue refunds whenever it deems appropriate.

5. Membership Benefits

Active Membership: Members, including those on family plans, receive full TRCC benefits, including access to events and tournaments, until March 31 of the following year.

6. Automatic Renewal Clause (if applicable)

Optional Auto-Renewal: Members can opt-in for automatic renewal, with fees charged annually on the renewal date. Members can opt-out anytime before the renewal date by contacting TRCC. The TRCC will never automatically sign any member up for automatic renewal without their consent and permission.

7. Newsletter Subscription and Media Consent

Newsletter Subscription: Membership includes automatic enrollment in the TRCC newsletter, with regular updates and news. Members may unsubscribe at any time.

Media Consent: Members consent to appear in club photos and videos, which may be shared on TRCC's channels or with other media outlets.

8. No Liability Clause

TRCC, its officers, directors, employees (if applicable), and volunteers shall not be held liable for any injury, loss, or damage, including but not limited to personal injury or property damage, arising out of or related to participation in any TRCC events, activities, or use of TRCC services, except for cases of gross negligence. Members assume all risks associated with membership and participation in TRCC-related activities.

9. Arbitration Clause

Any dispute, controversy, or claim arising out of or relating to this Membership Policy, or the breach, termination, or validity thereof, shall be resolved exclusively through binding arbitration in accordance with the rules of the American Arbitration Association, unless TRCC, at its sole discretion, chooses to pursue the matter in court. The arbitration or court proceedings shall take place in Ocean County, New Jersey, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Members waive any right to bring or participate in any class action or other representative proceeding against TRCC.

10. Health and Safety Clause

To ensure the health and wellbeing of all members and to maintain a safe environment; members who are feeling unwell are asked to stay home until they are feeling better. Members exhibiting symptoms of illness, including but not limited to coughing, fever, or other visible signs of sickness, may be asked to leave TRCC events, tournaments, and other club activities at the sole discretion of club officers. Members asked to leave due to illness will not be penalized or face disciplinary actions beyond the immediate removal from the event, tournament, or activity.

11. Emergency Contact Requirement

For all members under the age of 18 and individuals who may need additional support, an emergency contact must be provided upon registration or renewal of membership. This contact should be someone who can be reached in the event of an emergency during TRCC events or activities. It is encouraged that members or their guardians keep this emergency contact information current and accurate to ensure member safety and well-being.

12. Child Behavioral Clause

Children under the age of 12 must be accompanied by a parent or guardian at all times during TRCC events and activities. Parents or guardians are responsible for the supervision and behavior of their children while at TRCC events and activities. Children are expected to demonstrate acceptable behavior at all times, ensuring a respectful and focused environment for all members. TRCC officers reserve the right to ask any child or their accompanying adult to leave if the child's behavior becomes disruptive to any club event or activity.

13. **Privacy Clause**

The Toms River Chess Club (TRCC) values the privacy of its members. Personal information collected during the registration and renewal process, such as names and contact information, will be used primarily for membership management, communication, event coordination, and maintaining club databases. TRCC does not share or sell personal information to third parties without your consent, except as required by law. Members have the right to request access to their personal information and to make updates as needed. By becoming a member, you agree to the collection and use of your personal information as outlined in this policy. TRCC takes reasonable steps to protect your information but cannot guarantee complete security.

14. **Conflict Resolution Clause**

The Toms River Chess Club (TRCC) values open communication and strives to maintain a respectful and harmonious environment. Members are encouraged to resolve conflicts or concerns directly with the involved parties whenever it is safe and practical to do so.

If informal resolution is unsuccessful or not feasible, members may request and submit a **Conflict Resolution Form** to the Board of Directors. The form allows members to formally document their concerns or disputes for review.

Visitors may raise concerns with a neutral board member for consideration but are not entitled to a Conflict Resolution Form.

Upon receiving a formal complaint, the TRCC Board of Directors will:

1. Notify all involved parties within 7 days of receiving the complaint.
2. Provide the respondent(s) 30 days to submit a written response.
3. Review the matter thoroughly and attempt to facilitate a resolution within 45 days.

TRCC is committed to handling all conflicts fairly, efficiently, and with the utmost respect for the well-being of its members and the organization as a whole. For unresolved or serious issues, the TRCC Board may escalate the matter to disciplinary actions in accordance with Article 10 of the Constitution.

15. **Adherence to Club By-Laws**

Good Standing Requirement: Members must adhere to TRCC by-laws and the club membership policy to remain in good standing. Violations may result in disciplinary actions, including removal.

16. **Safe-Play Clause**

All members of the Toms River Chess Club are expected to treat one another with respect and courtesy, fostering an inclusive and welcoming environment. This includes

refraining from disruptive behavior, harassment, or any actions that could negatively impact fellow members. Violations of this clause may result in disciplinary actions as deemed appropriate by TRCC officers.

17. Policy Changes

Amendments: TRCC reserves the right to modify this policy at any time and shall notify the membership anytime the policy is changed.

By becoming, renewing, or continuing your status as a Toms River Chess Club member, you acknowledge and agree to be bound by this Membership Policy in its totality. Family membership members are equally bound to this Membership Policy in its totality.