

**Bay Tennis & Fitness**  
**611 Woodview Dr.**  
**Harbor Springs, MI 49740**

**Member #** \_\_\_\_\_  
**Effective Date** \_\_\_\_\_  
**Membership Ends** \_\_\_\_\_

**MEMBERSHIP AGREEMENT**

This is the membership agreement ("Agreement") between BAY AREA TENNIS & FITNESS INC. on 611 Woodview Dr, Harbor Springs, MI 49740 and the person(s) included on the membership.

**MEMBER INFORMATION**

<b>First Name:</b>	<b>MI</b>	<b>Last Name:</b>	<b>Date:</b>
<b>Address:</b>		<b>Date of Birth:</b>	<b>Gender:</b>
<b>City:</b>	<b>State:</b>	<b>Zip:</b>	<b>Social Security No:</b> or <b>Driver's License:</b>
<b>Home Phone:</b>		<b>E-Mail:</b>	
<b>Employer:</b>		<b>Associates Names</b>	<b>Date of Birth</b>
<b>Cell Phone:</b>			
<b>Emergency Contact:</b>		<b>Emergency Phone #:</b>	

This Contract covers the purchase of a membership at BAY AREA TENNIS & FITNESS INC., 611 Woodview Dr, Harbor Springs, MI 49740

**AGREEMENT INFORMATION**

(please circle)	<b>Type of Membership:</b>	<b>TENNIS</b>	<b>FITNESS</b>	<b>TENNIS/FITNESS COMBO</b>	<b>PICKLEBALL</b>						
(please circle)	<b>Payment Plan:</b>	<b>FULL PAYMENT</b>	Or	<b>MONTHLY PAYMENTS</b>	(PRE-AUTHORIZED PAYMENT INFO)						
<b>1 mth</b>	<b>2 mth</b>	<b>3mth</b>	<b>4mth</b>	<b>5mth</b>	<b>6mth</b>	<b>7mth</b>	<b>8mth</b>	<b>9mth</b>	<b>10mth</b>	<b>11mth</b>	<b>12mth</b>

**PRE-AUTHORIZED PAYMENT INFORMATION**

<b>Checking/Savings (circle one)</b>	<b>Name on Account:</b>	(circle one)	<b>Form of Payment:</b>	<b>VISA</b>	<b>MC</b>	<b>DISC</b>	<b>AMEX</b>
<b>Bank Route #:</b>		<b>Name on Card:</b>					
<b>Bank Acct #:</b>		<b>CC Number #</b>					
<b>Name of Bank:</b>		<b>Expiration Date:</b>	<b>Security Code:</b>	<b>Zip Code:</b>			
			(on back of card)				

I wish to make my payments to BAY AREA TENNIS & FITNESS INC. through its Pre-Authorized Payment Program. I hereby authorize my bank or credit card company to make my payment for monthly dues, any unpaid past dues, and any other fees, taxes or charges from the account I used to pay for the Total Due Today or from the account shown above. I agree to pay a fee of \$35.00 and when applicable, a late charge as well as any other charges allowed by law for any EFT or credit card charge not honored by my bank or credit card company. I understand that BAY AREA TENNIS & FITNESS INC. may, upon written notice, change the date that my monthly dues are debited from my account.

\_\_\_\_\_  
**Signature of Account Holder**

\_\_\_\_\_  
**Date**

Notice of dues renewal: This Membership Agreement (this "Agreement") will expire automatically at end of the obligation referred to above. A renewal contract must be completed and signed prior to the expiration of this agreement. BAY AREA TENNIS & FITNESS INC. reserves the right to change the amount of dues and charges payable hereunder at anytime after the end of the obligation referred to above. **Member Initials:** \_\_\_\_\_

### MEMBER'S RIGHT TO CANCEL

**You, the Buyer, may cancel this Agreement at any time prior to midnight of the third business day from the date of this Agreement, excluding Sundays and holidays. To cancel this Agreement, mail by registered or certified, or, deliver a signed and dated notice, or, send a telegram which states that you, the Buyer, are canceling this Agreement or words of similar effect. Send such notice to 611 Woodview Dr, Harbor Springs, MI 49740.**

**Legal Guardian:** Any Member who is under the age of 18 must have a parent or legal guardian ("Legal Guardian") co-sign this Agreement. Legal Guardian shall be jointly and severally liable for any and all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement.

<b>Name of Legal Guardian:</b>	<b>Address:</b>
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**Guarantee:** Any guarantor who signs below ("Guarantor") guarantees the full payment of all amounts owed to BAY AREA TENNIS & FITNESS INC. under this Agreement. This is a guarantee of payment and not collection and will be effective without notice of acceptance by the beneficiary hereof. This is a continuing guarantee. BAY AREA TENNIS & FITNESS INC. may extend the time allowed for payment, modify this Agreement and release other parties to this Agreement without affecting the obligation of Guarantor hereunder.

<b>Guarantor's Name:</b>	<b>Address:</b>
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**Do not sign this Agreement until you have read all pages.** The terms on each page are a part of this Agreement. Member is entitled to a completely filled in copy of this Agreement. By signing this Agreement, Member acknowledges that (A) Member has read conditions and terms set forth herein and upon acceptance by BAY AREA TENNIS & FITNESS INC., (B) Accepts this agreement as a legal and binding contract, and (C) Member is of legal age and is willfully entering into this agreement.

<b>Member Signature</b>	<b>Date:</b>	<b>Employee Name:</b>	<b>Date:</b>
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### AGREEMENT OF MEMBER

Member understands and agrees:

1. That member will pay dues as set forth in this Agreement.
2. That at the signing date of this agreement, all membership and enrollment fees will be non-refundable, except, as provided under the section of this agreement captioned "Notices", Section 1.
3. That Member will be bound by the terms of this Agreement and by the Rules and Regulations of BAY AREA TENNIS & FITNESS INC. as they now stand and may be amended in the future, including the right of BAY AREA TENNIS & FITNESS INC. to terminate this agreement for cause as provided by the Rules and Regulations.
4. That membership is non-voting and non-proprietary.

### CLASSIFICATION OF MEMBERSHIP

- **Tennis Membership:** Tennis members are permitted to make reservations for play on the indoor and outdoor tennis courts (court fees apply). Tennis members will be able to participate in all club programming (certain fees may apply) as a member and have full use of the locker rooms and their amenities. (Exception: participation in leagues associated with fitness membership privileges.)
- **Fitness Membership:** Fitness members are permitted to use the weight room, cardiovascular area and racquetball courts. Fitness members will be able to participate in all club programming (certain fees may apply) as a member and have full use of the locker rooms and their amenities. (Exception: participation in leagues associated with tennis membership privileges.)
- **Tennis & Fitness Combo Membership:** Tennis & Fitness Combo members are permitted full use of the weight room, cardiovascular area, racquetball courts and are permitted to make reservations for play on the indoor and outdoor tennis courts (court fees apply). Combo members will also be able to participate in all club programming (certain fees may apply) as a member and have full use of the locker rooms and their amenities.
- Primary member is the first in a family to sign up. A primary member may add a spouse or dependent individuals who are members of their immediate household to their account as Associate Members. Proof of dependency required for persons over 21 years of age.
- **Pickleball Membership & Combinations,** Thereof participation offered in programs, extra fees may apply.

**ASSUMPTION OF RISK BY MEMBERS**

All use of BAY AREA TENNIS & FITNESS INC. facilities will be at the Member’s sole risk. BAY AREA TENNIS & FITNESS INC. will not be liable for any injury to Member, other family members, guests of Member, or for any damage to the property of the Member, family member or guest of Member. BAY AREA TENNIS & FITNESS INC. will not be subject to any claim or demand whatsoever, including without limitation, any claim or demand for injury or damages resulting from acts of active or passive negligence on the part of BAY AREA TENNIS & FITNESS INC. its owners, officers, or agents. The Member for himself or herself and on behalf of the executors, administrators, assigns and successors of member, does hereby expressly forever release and discharge BAY AREA TENNIS & FITNESS INC. and its successors and assigns as well as its officers and agents, from all said claims, demands, actions, and causes of action.

**TERMS OF MEMBERSHIP**

The term of membership will continue until stopped in accordance with this Agreement. The membership could be suspended or stopped only in the event of medical reasons or death. A medical reason (condition) preventing physical activity, (60 days minimum) has to be defined by a physician in the form of a written note stating the medical condition.

**DAMAGES**

Member will be liable to BAY AREA TENNIS & FITNESS INC. for any damages to BAY AREA TENNIS & FITNESS INC.’s property caused by the Member, Member’s guest, Member’s dependent children or other family members.

**NO OTHER AGREEMENTS**

This agreement contains the entire membership agreement between Member and BAY AREA TENNIS & FITNESS INC. No representations, warranties, understandings, or oral agreements between member and BAY AREA TENNIS & FITNESS INC. will be enforceable unless in writing and signed by Member and BAY AREA TENNIS & FITNESS INC.

**MEMBERSHIP FEES**

1. Commitment for membership is for a one month to a one-year agreement. Payment may be made as follows: Monthly, or Annually.
2. Member will pay monthly dues in the amount of \_\_\_\_\_. When upgrading from one membership classification to another, the difference in dues will be charged.
3. If member fails to make prompt payment of any amount due under this Agreement, BAY AREA TENNIS & FITNESS INC. may, at its option, declare member in default of the Agreement. All accounts not paid in full within 7 days of the first of each month will be subject to a \$35 per month late fee.
4. Bay Area Tennis & Fitness reserves the right to cancel membership or modify activities. If Bay Tennis & Fitness chooses to cancel any activities, or a portion thereof, any paid in advance membership dues shall be refunded to member of client.

**NOTICES**

Customer’s Right to Cancel

1. You may cancel this Agreement (contract) by sending a written notice to BAY AREA TENNIS & FITNESS INC. before midnight of the third business day after you sign the Agreement. This notice must be hand delivered to BAY AREA TENNIS & FITNESS INC. or sent registered mail to BAY AREA TENNIS & FITNESS INC., 611 Woodview Dr, Harbor Springs, MI 49740. Within 15 days of receipt of this notice, BAY AREA TENNIS & FITNESS INC. shall return any payments made and any note executed by the customer in connection with the contract. If you use BAY AREA TENNIS & FITNESS INC.’s facility or services, BAY AREA TENNIS & FITNESS INC. will charge you the premium guest fee. This right of cancellation shall affect only the financial obligations under the contract and the customer’s right to use BAY AREA TENNIS & FITNESS INC. facility.

**ACCEPTANCE BY BAY AREA TENNIS & FITNESS INC.**

Member’s application for membership, as evidenced by this Agreement, is subject to acceptance by BAY AREA TENNIS & FITNESS INC. and will not be effective unless and until this Agreement is executed by an authorized representative of BAY AREA TENNIS & FITNESS INC.

The undersigned Member (and persons included on the membership) hereby acknowledges having read this Agreement agrees to these terms and conditions and can receive a copy of this Agreement if desired.

The undersigned Member (and persons included on the membership) further acknowledges, having read this Rules and By-Laws of BAY AREA TENNIS & FITNESS INC. to be bound by them.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
BAY AREA TENNIS & FITNESS INC. agent signature

\_\_\_\_\_  
Member Name (please print)

\_\_\_\_\_  
BAY AREA TENNIS & FITNESS INC. agent name  
(please print)

\_\_\_\_\_  
Today’s Date

\_\_\_\_\_  
Legal Guardian Signature