

# Membership Agreement

THIS AGREEMENT (“Agreement”) between Lakecliff Partners, LLC a Texas limited liability company (hereinafter “LCP” ) and the undersigned (hereinafter “Member”) is made as of the date this Agreement is accepted by LCP hereinafter “Effective Date”). LCP is a for-profit company that operates a private membership tennis club open to the public doing business as Lakecliff Racquet Club (hereinafter “LRC”) at 25609 Kahala Sunset Court, Spicewood, TX 78669. For the purpose of this Agreement LCP and LRC shall be considered the same entity.

The undersigned hereby agrees to become a Member of LRC and LRC agrees to such membership under the terms and conditions set forth below. Member shall have the right to use the LRC’s facilities located at 25609 Kahala Sunset Court, Spicewood (hereinafter “Facilities”) during regular business hours from 6:00 a.m. to 10:00 p.m. daily excluding holidays and special events, subject to and in accordance with the terms of this Agreement, LRC Policies and Rules, and such reasonable rules and regulations concerning the Facilities and for the general benefit of both LRC and Members that LRC may establish from time to time. LRC retains the right to modify LRC’s business hours as may be necessary from time to time. The membership privileges and limitations are subject to modification, as LRC deems advisable.

## MEMBER

A “Member” shall mean any person holding an authorized membership in LRC, whose membership is in good standing according to the terms and conditions set forth below.

## MEMBERSHIP LEVELS

For purposes of this Agreement Membership Levels are defined as follows:

Individual: An individual 18 years of age or older with full LRC privileges.

Individual Monthly Dues: \$125 + tax

Individual Member Initiation Fee: \$2500 + tax

Family: An Individual or Couple and their children with full membership privileges. The Family’s children must be under the age of 24, and be a biological child, adopted, or legal wards of the Individual or Couple.

Couples Monthly Dues: \$150 + tax

Couples Initiation Fee: \$3000 + tax

Family Monthly Dues: \$175 + tax

Family Initiation Fee: \$3500 +tax

## MEMBERSHIP DUES

Membership monthly dues, as set forth in the Membership Level schedule (“Monthly Dues”), are payable in advance by the 20th of the month (“Due Date”) for the current month of membership. Monthly Dues are payable whether Member uses the Facilities or not unless the Member becomes inactive as defined below. Member agrees that Monthly Dues are subject to change at any time at LRC’s sole discretion. Member’s rights hereunder shall be automatically suspended if the Monthly Dues are not paid in full by the Due Date, and a late fee of \$35.00 + tax per month shall be added to the amount due. If payment of the Monthly Dues and late fee are not received within 30 days after the Due Date, LRC may suspend Member’s membership privileges. Reinstatement of Member’s membership privileges will occur upon receipt of payment in full of outstanding Monthly Dues and late fee(s). LRC may require that Member arrange for his/her account to be paid by automatic electronic funds transfer as a condition of reinstatement.

\_\_\_\_\_ Initials

Lakecliff Racquet Club, 25609 Kahala Sunset Ct, Spicewood, TX 78669 512-348-8804



## **INITIATION FEE**

At the time Member executes and delivers this Agreement, Member shall be responsible for the Initiation Fee set forth on the above Membership Level schedule. Initiation Fees are non-refundable unless Member terminates membership within 30 days of the Effective Date of this Agreement or rescinds this Agreement as provided below.

## **INACTIVE MEMBERSHIP**

A Member shall have the right to become an inactive Member by providing written notice to LRC no later than the 20th day of the month with said request becoming effective on the 1st day of the following month. When a Member becomes an inactive Member, his/her Monthly Dues and use of the Facilities are suspended. Reinstatement to full membership privileges occurs upon receipt of a written request for reinstatement from the Member and the Member will be charged for a full month of Monthly Dues for the month the reinstatement occurs. Inactive membership Monthly Dues are not prorated.

Members may become inactive for a minimum period of six (6) months and up to one year. Members may extend their inactive status beyond a year indefinitely by paying an annual inactive fee of \$250.00 + tax on the anniversary of the day their inactive status become effective. The membership dues will be suspended during the inactive period, however the member must continue to pay any initiation fee installments. During the period of inactive membership, members have the same pricing and access to club as non-members.

## **MEMBER GUESTS**

Members may invite a guest to play with them twice per month. A guest fee of \$20 per reservation will be assessed to the member account each time a member plays with a guest.

## **REJOINING MEMBER**

A previous LRC Member who has voluntarily withdrawn from membership and was in good standing at the time of withdrawal may rejoin LRC and receive a 25% reduction in the current Initiation Fee subject to acceptance by LRC.

## **MEMBERSHIP TERM**

The Term of this Agreement shall be month-to-month and shall continue from the Effective Date until terminated by LRC, Member or as provided for herein.

## **MEMBERSHIP TERMINATION**

Members may terminate this Agreement by submitting written notice not later than the 20th of the month preceding the first month of the termination. Member's notice of termination must be hand-delivered to the LRC or mailed postage prepaid by certified mail, return receipt requested, and shall be effective at the end of the month in which notice is received by LRC (if received on or prior to the 20th). The Member's account must be paid in full including any late fee(s), in order for the termination to become effective. LRC, at its sole discretion, may terminate this Agreement for any failure by Member to comply with the terms herein or any violation of LRC Policies and Rules or for any conduct determined in LRC's sole discretion to be inappropriate or detrimental to any other Member, LRC, or Facilities. LRC shall provide Member with written notice of termination to include an effective date and an account statement of funds due LRC. Members shall have 30 days from the effective date of termination to make payment in full of all outstanding dues, charges and late fee(s). Account balances that are not paid within 30 days will be charged the greater of \$100 + tax or 15% of the unpaid balance + tax for each 30 days the account is not paid in full.

## **MEMBERSHIP POLICIES AND RULES**

Member agrees to abide by all rules, regulations, and policies that are promulgated by LRC including without limitation LRC Membership Policies and Rules attached hereto or subsequently amended and all posted rules, regulations, and policies ("LRC Rules"). In addition, Member, Family Members, and any guest of Member ("Guest") shall follow all directions and instructions of LRC personnel. LRC Rules may be amended from time to time by LRC. The failure of any Member, Family Member, or Guest to adhere to LRC Rules after one warning by LRC personnel may result in the immediate suspension of Member's membership privileges until LRC at its sole discretion agrees that appropriate corrective action has been taken. LRC at its sole discretion may terminate a membership for a violation(s) of LRC Rules.

## **MEMBER CHARGING PRIVILEGES**

Unless otherwise directed by the Member, the Member shall be granted account charging privileges for the purchase of lessons, clinics, and special events. In order to activate charging privileges, Member must agree via online payment registration to automatic billing and is responsible for maintaining current payment information on file with LRC.

## **DAMAGES TO FACILITIES, MEMBER'S PROPERTY**

Members shall be fully responsible for all damage to the Facilities by him/her, Family Member(s), or any Guest(s). LRC shall not be responsible for theft or loss of, or damage to, any property belonging to any Member, Family Member, or Guest.

## **LIABILITY WAIVER, INDEMNITY AND RELEASE**

Each Member and his/her respective Family Members and Guests shall execute the attached Liability Waiver, Indemnity, and Release (the Liability Waiver, Indemnity, and Release) as a condition to the use of the Facilities. Each Member shall execute the attached Liability Waiver, Indemnity, and Release on behalf of any Child(ren) or persons under the age of 18 for which Member has a legal responsibility pursuant to this Agreement.

THE UNDERSIGNED MEMBER, ON BEHALF OF MEMBER, HIS/HER FAMILY, CHILDREN AND GUESTS, HEREBY RELEASES, INDEMNIFIES AND HOLDS HARMLESS RELEASED PARTIES ("RELEASED PARTIES" DEFINED AS LAKECLIFF PARTNERS LLC, LAKECLIFF RACQUET CLUB, AND THEIR RESPECTIVE SHAREHOLDERS, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGEMENT, STAFF, EMPLOYEES, AND AGENTS) FROM AND AGAINST, AND WAIVES ANY AND ALL LIABILITIES OR CLAIMS OF ANY TYPE OR NATURE ARISING BY REASON OF, OR IN CONNECTION WITH, THE USE OR OPERATION OF THE FACILITIES BY MEMBER, MEMBER'S FAMILY, CHILDREN OR GUESTS, INCLUDING, WITHOUT LIMITATION, ANY LIABILITIES OR CLAIMS FOR DAMAGE, LOSS, PHYSICAL OR MENTAL INJURY, OR DEATH. IN THE EVENT IT BECOMES NECESSARY FOR RELEASED PARTIES TO DEFEND ANY ACTION ARISING BY REASON OF, OR IN CONNECTION WITH, ANY ACTION SEEKING TO IMPOSE LIABILITY ON RELEASED PARTIES ARISING BY REASON OF, OR IN CONNECTION WITH, THE USE OR OPERATION OF THE FACILITIES BY MEMBER, MEMBER'S FAMILY, CHILDREN OR GUESTS, MEMBER SHALL PAY ALL COURT COSTS, WITNESS FEES, EXPERT WITNESS FEES, AND ATTORNEY'S FEES, INCURRED BY RELEASED PARTIES IN EFFECTING SUCH DEFENSE IN ADDITION TO ANY OTHER SUMS WHICH RELEASED PARTIES MAY BE CALLED UPON TO PAY BY REASON OF THE ENTRY OF ANY JUDGMENT, ASSESSMENT, BOND, WRIT OR LEVY AGAINST THE RELEASED PARTIES IN THE LITIGATION OR ACTION IN WHICH SUCH CLAIMS ARE ASSERTED. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS LIABILITY WAIVER, INDEMNITY, AND RELEASE APPLIES TO ALL PRESENT INJURIES AND/OR DAMAGE AND TO ALL INJURIES OR DAMAGE THAT MAY BE DISCOVERED OR INCURRED IN THE FUTURE, AND THAT IT BINDS MEMBER'S RESPECTIVE HEIRS, EXECUTORS, AND ADMINISTRATORS.

## **NO OWNERSHIP OR INTEREST**

Membership in LRC does not confer or include interest of ownership, or right to govern or control the affairs in LP or interest in any of their assets or the Facilities. No Member may sell or transfer his or her membership. Memberships are non-assignable.

## **RIGHT OF RESCISSION**

Member shall have the right to rescind this Agreement by written notice delivered to LRC's place of business either by hand delivery or by certified mail, return receipt requested, anytime within three (3) business days after receipt by Member of a copy of this signed Agreement. For the purpose of this provision, notice of rescission is considered given by the date the certified mail is postmarked or the day notice is hand delivered to LRC's place of business.

In Agreement Hereof:

Primary Member and Responsible Party

Name: \_\_\_\_\_ NRTP Rating \_\_\_\_\_ M \_\_ F \_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Birthdate \_\_\_\_\_ E-mail \_\_\_\_\_

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

Co-Member (if obtaining a family or couple membership)

Name: \_\_\_\_\_ NRTP Rating \_\_\_\_\_ M \_\_ F \_\_

Relationship \_\_\_\_\_ Birthdate \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Dependent Members (if family membership, children under 24 years old)

Name: \_\_\_\_\_ NRTP Rating \_\_\_\_\_ M \_\_ F \_\_

Name: \_\_\_\_\_ NRTP Rating \_\_\_\_\_ M \_\_ F \_\_

Name: \_\_\_\_\_ NRTP Rating \_\_\_\_\_ M \_\_ F \_\_

Name: \_\_\_\_\_ NRTP Rating \_\_\_\_\_ M \_\_ F \_\_

Name: \_\_\_\_\_ NRTP Rating \_\_\_\_\_ M \_\_ F \_\_

Name: \_\_\_\_\_ NRTP Rating \_\_\_\_\_ M \_\_ F \_\_

\_\_\_\_\_

Effective Date

\_\_\_\_\_

Lakecliff Staff Name

\_\_\_\_\_

Lakecliff Staff Signature

\_\_\_\_\_ Initials

