

MEMBERSHIP AGREEMENT

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, and Washington, D.C. 20580

***Required**

DATE (mm/dd/yyyy)* / /	.. NEW	.. RENEWAL	.. REWRITE
First Name*	Last Name*		Middle Initial
Street Address*	Apt #	City, State*	Zip Code*
Home Phone	Work Phone	Birth Date* (mm/dd/yyyy) / /	Gender* .. Female .. Male
Cell Phone*	E-mail Address*		
In Case of Emergency, please contact:			
Full Name*	Relationship*	Phone*	
How Did You Hear About Us?			
.. Referred by (state full name)	.. Searched on internet .. Heard from a friend	.. BBC Website .. Saw ad	.. Other (specify)

O f f i c i a l U s e O n l y				
Members with Access to the Club Facility				
Member Name*	Card ID Number*	Birth Date* (mm/dd/yyyy)	Gender*	
1. <small>Primary Member</small>		/ /	.. F	.. M
2.		/ /	.. F	.. M
3.		/ /	.. F	.. M
4.		/ /	.. F	.. M
5.		/ /	.. F	.. M
Membership Privileges, Notices, Disclosures & Agreements				
Membership Type (Check one)	.. Junior	.. Adult	.. Couple	.. Family
Monthly Fee* (<i>charged on the 1st of the month</i>)	\$25.00	\$37.50	\$67.50	\$75.00
Initiation Fee* (<i>One-time non-refundable fee due at signing</i>)	\$50.00	\$100.00	\$125.00	\$150.00
Discounts/Promotions (write discount amount)				
Subtotal				
Total with Sales Tax (9.5%)				
Notes (state promotion/discount):				
Method of Payment				
.. Cash (must pay 12 months up front)	.. Check # _____ (must pay 12 months up front)			
.. Credit Card (monthly charges on 1 st of month)				
<i>Please complete Request for Preauthorized Payment on Page 2.</i>				

*Sales tax has not been included

BINDING SIGNATURE & ACKNOWLEDGEMENT: The member who signs below has read and understood the terms of this Agreement, understands and agrees to be bound by the terms, and has received a complete and signed copy of the Agreement. Member also agrees to comply with all additional Rules and Regulations.

NEW MEMBERS' three day right of rescission: New Members have three (3) business days from the date of signing to rescind this membership agreement without penalty or obligation and to receive a full refund of all amounts paid. Written or delivered notice of an election to rescind this agreement must be received by the Club manager, no later than 12:00 midnight on the third day following the first date the agreement was signed. The failure to follow this procedure shall result in the membership agreement remaining in full force and effect.

DEFAULT AND LATE PAYMENTS: Should member default on any payment obligation as called for in this agreement, the Club will have the right to declare the entire remaining balance due and payable and member agrees to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten (10) days late. Should any monthly payment become more than ten (10) days past due, member will be charged a late fee. An additional service fee will be assessed for any check, draft, credit card, or order returned for insufficient funds or any other reason. If the Member is paying monthly dues by electronic funds transfer (EFT), then the Club reserves the right to draft all amounts owed by the member via EFT including any and all late fees and service fees. Subject to appropriate State and Federal Law.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINS PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR AND HEREUNDER.

TERM AND RENEWAL: The term ("Term") of this contract shall be the longer of sixty (60) days from the join date listed above or any period of time from which member has paid monthly dues in advance (not to exceed 12 months). Thereafter, the Term automatically shall renew on a month to month basis, and if at any time member prepays additional monthly dues, the Term shall automatically be extended for the period covered by such prepayment (not to exceed 12 months). Member agrees, authorizes and directs Bellevue Badminton Club ("the Club") to continue to access member's bank account or credit card or to invoice member for monthly dues payments or other fees and charges authorized in this contract for the Term of this contract from and after the beginning date (bill date) noted above.

INITIATION FEES: Initiation fees are a one-time non-transferable fee that are solely for the privilege of membership to join the Bellevue Badminton Club. Initiations fees are not in lieu of monthly dues and by themselves do not grant the right of the member to use the facilities.

CANCELLATION: Oral cancellation will not be valid. Member agrees to give thirty (30) days written notice of cancellation, which shall be made either by registered mail, return receipt requested, by completing the cancellation form available at the Club, or by email. **Notice of cancellation may be given at any time, but shall be effective only upon thirty (30) days from receipt by the Club and in any event no earlier than that expiration of the current Term.** If dues are prepaid for a period of longer than 12 months, a prorated refund of monthly dues not used beyond the 12 months will be refunded to member, excluding any additional months received as an incentive for prepayment. **Member must return the membership door card with written notice of cancellation before membership will be terminated. If the membership door card is not returned, then the member will be charged \$35 fee (plus tax). Member is liable for and agrees to pay all fees and charges accrued until the cancellation is effective.**

USE OF FACILITIES: The Club reserves the right to close a portion the Club, or close the entire Club to make repairs and improvements in its sole discretion. All payments due under the contract will be charged during the repair or closure period. The Club may elect to close the Club permanently in its sole discretion. **Failure to utilize the Club or its facilities and/or services does not relieve member from liability for dues, fees and other charges incurred on members account.**

THE CLUBS' RIGHT TO SUSPEND OR CANCEL: The Club reserves the right to suspend or terminate this membership in its sole and arbitrary discretion.

Initials _____ Date ___ / ___ / ___
(Month) (Day) (Year)

LATE CHARGES, COLLECTION COSTS, AND RETURNED ITEMS: If any payment is more than 5 days late, you will be charged \$7.00 on all past due balances. If you make a payment that is returned or if an electronic payment is rejected for any reason, you agree to pay in addition to that payment, late charges and all other charges assessed by the bank plus \$15.00. **Failure of the Club to demand or collect a late charge on any one payment is not a waiver of the right to collect late charges on any other late payment.** You agree to pay all collection costs, including, but not limited to reasonable attorney fees and late charges. Any amount thirty days or more past due shall bear interest at an annual rate of 12% and all of your rights under this contract shall be suspended until all sums due are paid in full.

MEMBER’S RIGHT TO CANCEL: You are entitled to a copy of this contract at the time you sign it. You may cancel this contract at any time before midnight of the third operating date after you signed this contract. Oral cancellation will not be valid.

If you choose to cancel this contract, you must either:

1. Send a signed and dated written notice of cancellation by registered mail, return receipt requested or
2. Personally deliver a signed and dated written notice of cancellation to: Bellevue Badminton Club. If you cancel this contract within the three-day period, you are entitled to a full refund of your money. If the third operating day falls on a Sunday or holiday, notice is timely given if it is mailed or delivered as specified in above on the next operating day. Refunds must be made within thirty operating days of receipt of the cancellation notice by the Club. “Operating Day” means any day on which patrons may inspect and use the facilities and services of the Club during a period of at least eight hours.

Members also have a right to cancel their membership at any time with a 30 day notice in writing sent to the Club by registered mail, return receipt requested; or by personally delivering a signed and dated notice of cancellation to Bellevue Badminton Club

Increase in Dues: The Club reserves the right to periodically adjust membership dues after the initial 12 month period, not to exceed 10% of the original member rate annually.

WAIVER AND RELEASE

WAIVER AND RELEASE: YOU (THE MEMBER) AGREE THAT YOU ARE AWARE THAT YOU ARE ENGAGING IN PHYSICAL EXERCISE, INCLUDING BUT NOT LIMITED TO THE USE OF EXERCISE MACHINES, FREE WEIGHTS, CLUB FACILITIES, TRAINING AND INSTRUCTION, AND RELATED SERVICES THAT MAY BE OFFERED BY THE CLUB FROM TIME TO TIME INCLUDING BUT NOT LIMITED TO AEROBICS, TANNING, BABY-SITTING SERVICES, AND NUTRITIONAL SUPPLEMENTS, AND OR ALL OF WHICH COULD CAUSE INJURY TO YOU. YOU ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES AND ASSUME ALL RISK OF INJURY TO YOU THAT MIGHT RESULT. YOU HEREBY AGREE TO RELEASE, FOREVER HOLD HARMLESS, AND WAIVE ANY CLAIMS OR RIGHTS YOU MIGHT OTHERWISE HAVE TO SUE, THE CLUB, ITS EMPLOYEES, AND WAIVE AND CLAIMS OR INDEPENDENT CONTRACTORS, FOR INJURY OR DAMAGES TO YOU, YOUR FAMILY OR GUEST, OR TO YOUR OR THEIR PERSONAL PROPERTY. YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE, AND FULLY UNDERSTAND IT IS A RELEASE OF LIABILITY. YOU FURTHER AGREE TO RELEASE THE CLUB FROM ANY LIABILITY FOR AND ANY LOSS OR THEFT OF PERSONAL PROPERTY. THE CLUB WILL MAKE NO EVALUATION OR RECOMMENDATION WHETHER YOU, OR YOUR GUEST, ARE SUFFICIENTLY FIT FOR ANY EXERCISE ACTIVITIES. YOU SHOULD ALWAYS CONSULT YOUR PHYSICIAN PRIOR TO COMMENCING A PHYSICAL EXERCISE PROGRAM.

Membership: This membership is not transferable and member may not sell, assign or transfer this contract, his/her membership card or membership in the Club or any other right or privilege, and any such attempted sale, assignment or transfer shall be null and void. Member may not loan his/her membership card to anyone. NO ORAL CHANGES OR CANCELLATION PRIVILEGES ARE PERMITTED. NO CHANGES TO THIS CONTRACT ARE PERMITTED. MEMBER VERIFIES THAT NO ORAL PROMISES OR ANY PRIVILEGES OR ORAL REPRESENTATION HAVE BEEN MADE AND THAT THIS WRITTEN CONTRACT IS THE ENTIRE AGREEMENT BETWEEN MEMBER AND THE CLUB.

Initials _____ Date ___ / ___ / ___
(Month) (Day) (Year)

MEMBERSHIP POLICIES AND CLUB RULES & REGULATIONS

The Club has the following membership policies and rules and regulations (Rules & Regulations) which are part of the Membership Agreement. You, the member, agree to abide by the Rules and Regulations & the posted club rules which may vary depending on the Club locations and services offered. Failure to abide by the rules could result in a loss of membership without a refund. The Club may change the posted rules & regulations without notice at any time. The Club will post any changes. The Rules & Regulations, and the Club rules apply to members and members' family members and their respective guests and invitees (collectively "guest") while in, on or about any Club premises.

1. Upon entering any Club premises, all members are required to present their active membership card and their Drivers license or other picture ID for club use. If you do not have your membership card or proper identification, the Club may prohibit use of the facilities or may charge a guest fee for use of the facilities that day. A **\$25 fee (plus tax)** is charged to replace all lost membership cards.
2. All guests of members who are nonmembers will be charged a guest fee, unless they possess a special guest pass which waives this fee. Guests must sign a medical and injury release form before using the facilities. The Club may restrict the number of guests brought by a member and reserves the right to discontinue guest privileges, in whole or in part, for the overall good of the Club. Guest passes are for local residents only and may receive only one complementary pass, or short term membership per six months, unless approved by management. Out of area guests must pay a guest fee.
3. Members are responsible for the actions of the guest they bring into the Club. All guest fees must be paid in advance of the guest using the Club. Members found in violation of this policy will be charged \$50 per offense. Subsequent violations can result in loss of club privileges.
4. During Club use, all members and guests will refrain from engaging in loud, foul or slanderous language or molesting, badgering or harassing other members or Club employees, agents or contractors.
5. Members and guests will abide by and fully comply with the Club dress code for proper attire on the Club premises. **Only non marking shoes not worn outside are allowed on the gym surface.** No food or drinks other than water in closed containers are permitted in the gym area. Members are responsible for any damage to the floor as a result of not following this policy.
6. No member or guest may coach or train other members or guests and may not engage in any type of business or enterprise while at the Club facilities.
7. From time to time, the Club may permit independent contracts to offer products or services to members. The Club does not stand behind or in any way make any representations or warranties concerning or guaranteeing the quality or reliability of these products or services, including whether or not these independent contracts will remain in business for any period of time.
8. Members should not bring valuables, including money, into Club premises. Each member understands that the Club will not be liable for the loss or theft of, or damage to the personal property of members or guests.
9. Members and guests may not bring illegal drugs, substances or alcoholic beverages onto any Club premises.
10. The Club's phone is for Club use only, except in the event of an emergency.
11. Members and guest will abide by any and all additional Club Rules and Regulations that are posed on the Club premises.

DISCLOSURE OF INFORMATION TO MEMBER

MEMBER HEREBY ACKNOWLEDGES THAT THE CLUB HAS DELIVERED TO MEMBER:

1. A DESCRIPTION OF THE MEMBERSHIP PLANS AND THE PRICE OF EACH PLAN AND
2. A DESCRIPTION OF THE BADMINTON PROGRAMS AND CLUB AVAILABILITY UNDER THIS CONTRACT.

Member Signature*	BBC Representative Printed Name*
Member Printed Name*	<i>If a current BBC member referred you to become a member, please state their name below.</i>
Parent or Guardian Signature (if member is under 18 year old)	Referring Member Name (Printed)*