

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

Bellevue Badminton Club, Inc. DBA Harbour Pointe Badminton Club ("BBC;" "the Club").

Payment Schedule: Annual membership fees are due on the sign up date. The annual fee is not subject to proration.

Payment Preauthorized: I, the signee ("member"), hereby requests the privilege of paying to the Bellevue Badminton Club, Inc. and further authorizes BBC to draw items from (charge to) the credit/debit card listed herein and any other credit/debit card provided for the purpose of paying annual membership dues, including any late fees or service fees, under the following conditions:

1. The items shall be drawn on or about the date or dates of the Payment Schedule indicated within this Membership Agreement ("Agreement"). The transactions on my bank statement will constitute receipts for payment on my membership account.
2. The privilege of making payments under this arrangement may be revoked by the Club if any item is not paid upon presentation.
3. If this preauthorization payment arrangement is revoked for any reason, this does not release me from my obligation (Payment Schedule).
4. A service fee may be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason.
5. This preauthorization payment arrangement shall apply to said credit/debit card.

The member acknowledges and agrees to the following:

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 or member benefits 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.

Term and Renewal: The term ("Term") of this contract shall be the length of the current calendar year of the join date listed above or any period of time from which member has paid annual dues in advance (not to exceed 12 months). Thereafter, the Term automatically shall renew for the same duration as the prior term unless the membership has been canceled. If at any time Member prepays additional monthly, quarterly, or annual dues, the Term shall automatically be extended for the period covered by such prepayment (not to exceed 12 months). Member agrees, authorizes, and directs the Club to continue to access member's bank account or credit card or to invoice member for monthly, quarterly, or annual

dues, payments, or other fees and charges authorized in this contract for the Term of this contract from and after the sign date on this contract.

Member's Right to Cancel: Members have three (3) operating days from the date of signing to cancel this contract without penalty or obligation and to receive a full refund of all amounts paid towards membership. Court rental fees, retail items purchased, class fees, and other goods and services rendered are not eligible for a refund. Written or delivered notice of an election to rescind this Agreement must be received by the Club no later than one (1) hour prior to the Club's scheduled closing time on the third day following the date this Agreement was signed, as well as all door access cards or equipment issued to the member(s) upon joining the Club. Oral cancellation will not be valid. The failure to follow this procedure shall result in the membership Agreement remaining in full force and effect. If the third operating day falls on a day the Club is not open, such as a holiday, notice is considered timely given if it is mailed or delivered as specified above on the next operating day. Refunds must be made within thirty (30) 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 5 hours.

Membership Status Changes: The Club may offer different membership plans which member may participate in, including, but not limited to, Single, Doubles and Family memberships. If member wishes to change their current membership, they may do so by canceling and signing up again. In order to downgrade members must follow the "Method of Cancellation" as stated in the next section of this agreement for all members being removed from the membership. If an option to hold or pause membership is given, member will forfeit all membership privileges in exchange for a reduction in monthly, quarterly, or annual dues.

Method of Cancellation: To cancel this Agreement, member must return all membership cards and equipment issued in association with the membership, AND either:

1. Send an email using the email address associated with member's account detailing the request to cancel membership,
2. Send a signed and dated written notice of cancellation by registered mail, return receipt requested, or
3. Personally deliver a signed and dated written notice of cancellation to Bellevue Badminton Club.

Member understands their right to cancel this Agreement at any time and agrees to give written notice of cancellation at least 30 minutes before closing time on the final day of operation of the current membership term in order for the cancellation to be effective the following term using one of the three methods listed above. Notice of cancellation may be given at any time, but shall be effective no earlier than the expiration of the last paid term. If membership dues have been pre-paid, membership privileges will be awarded for those months and a refund of dues will not be provided. 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 is liable for and agrees to pay all fees and charges accrued until the cancellation is effective.

Member agrees to return all membership door card(s) associated to this membership Agreement by the end of said term. Member understands that s/he MUST notify the Club if s/he is unable to return any membership door card for any reason.

Late Charges, Default, Collection Costs, and Returned Items: 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. If member makes a payment that is returned or if an electronic payment is rejected for any reason, member agrees to pay, in addition to that payment, late charges and all other charges assessed by the bank plus a \$5.00 reprocessing fee. Any amount thirty (30) calendar 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. If 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. 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. Member agrees to pay all collection costs, including, but not limited to reasonable attorney fees and late charges. If member defaults on payment or issues a chargeback through their bank, member will be considered in bad standing until full payment plus any associated late charges and fees are settled. The standard fee for chargebacks is \$20.00 per chargeback occurrence.

Use of Facilities: The Club reserves the right in its sole discretion to close a portion of the Club, one or more locations, or close the entire Club to make repairs, improvements, non-member events, or for preventative measures including but not limited to matters of public safety, public health, or any government ordered closures. All payments due under the contract will be charged during the partial or full 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 member's account.

Media Release: Bellevue Badminton Club, Inc., or any party designated by Bellevue Badminton Club, Inc., may photograph or film all members while attending the premises of Bellevue Badminton Club, Inc., and use of any and all such photos, video footage and/or video streaming for promotion, sales, publicity and advertising purposes for use in all media, including, but not limited to, the internet.

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.

Binding Signature & Acknowledgement: You are entitled to a copy of this contract at the time you sign it. 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.

BBC's Right to Suspend or Cancel: The Club reserves the right to suspend or terminate this membership in its sole and arbitrary discretion.

Increase in Dues: The Club reserves the right to periodically adjust annual membership dues.

Increase in Court Fees: The Club reserves the right to periodically adjust court fees.

Dispute Resolution: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or relating to the relationship between the Parties of this Agreement shall be settled by binding arbitration administered by Judicial Arbitration & Mediation Service (JAMS) in accordance with their Rules of Arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be before a single arbitrator having no less than ten (10) years of experience arbitrating disputes of a similar subject matter to the dispute to be arbitrated. Each Party at its own expense shall have the right to be represented by counsel during the Arbitration process. Arbitration shall take place in East King County, Washington. The prevailing party in any dispute shall be entitled to receive reasonable attorneys' fees and costs.