

# Murrieta Tennis Club

39405 Murrieta Hot Spring Road, Murrieta, CA 92563 ~ Phone (951) 698-6774 ~ Fax (951) 461-3357

## Membership Application

I, the undersigned, hereby apply for the following type of membership at the Murrieta Tennis Club:

### Member Information (Please print clearly):

Name (First & Last) \_\_\_\_\_ Gender \_\_\_\_\_ DOB \_\_\_\_\_  
 Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_  
 Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
 Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

### For Family Memberships Only

#### Spouse/Significant Other:

Name (First & Last) \_\_\_\_\_ Gender \_\_\_\_\_ DOB \_\_\_\_\_

#### Children:

Name (First & Last) \_\_\_\_\_ Gender \_\_\_\_\_ DOB \_\_\_\_\_

Name (First & Last) \_\_\_\_\_ Gender \_\_\_\_\_ DOB \_\_\_\_\_

Name (First & Last) \_\_\_\_\_ Gender \_\_\_\_\_ DOB \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone \_\_\_\_\_

#### Refer a Friend:

Name \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

Check One	Membership Type	Description	Initiation Fee	Monthly Dues
<input type="checkbox"/>	Single Membership	One Person	\$69	\$69
<input type="checkbox"/>	Junior Membership	One person under 21 years of age	\$30	\$30
<input type="checkbox"/>	Family Membership	Husband, wife, & children (ages 24 and under living in the same household).	\$99	\$99

#### EFT Information:

I \_\_\_\_\_ authorize my bank to make my payment for my monthly dues and other charges at the Murrieta Tennis Club by the method indicated below, and post it to my account on the 5<sup>th</sup> of each month. (Monthly dues and other charges must come out of the same account we cannot EFT different accounts.)

Checking Account (must attach a voided check)

MasterCard  Visa  Amex: Account Number \_\_\_\_\_ Exp Date \_\_\_\_\_

I understand that I am in full control of my payment, and if at any time I decide to make any changes, I will write to or visit the Murrieta Tennis Club.

#### I UNDERSTAND THAT THE FOLLOWING PROVISIONS ARE APPLICABLE TO ALL MEMBERSHIPS:

- I understand that by purchasing this plan I am committing to pay dues for twelve months. Membership become month to month after 12 months. A discontinuation fee of \$100 is due if I discontinue my membership prior to the one year commitment.
- I have read this entire contract, including all pages and reverse side, and agree to all terms and conditions contained therein.
- Dues may be increased annually by the Club. Pre-paid memberships turn into month to month memberships after one year at the current month to month rate.
- NON-USAGE OF THE CLUB AND/OR NONPAYMENT OF DUES ARE NOT METHODS OF TERMINATING A MEMBERSHIP BY A MEMBER.**
- WAIVER OR RELEASE OF LIABILITY:** In consideration of being permitted to use the Murrieta Tennis Club facilities and equipment, on behalf of myself, my family, my heirs, and my assigns, I hereby release Murrieta Tennis Club, it's owners, employees, and agents, from liability for injury, death, or loss suffered by me, while using the facility, equipment or in any way associated with participating in any and all Club activities now or in the future, resulting from ordinary negligence of Murrieta Tennis Club, it's agents, or employees. By the execution of this agreement, I assume full responsibility for any and all injuries or damages which may occur to me (including loss or theft of personal property) as a result of negligence on the part of Murrieta Tennis Club or it's employees, in or about the Club premises. I affirm there are inherent risks in all health and fitness club activities, that I am aware of and appreciate these risks, and that I assume all responsibility for personal injury, death, or loss resulting from these injuries. In addition, I authorize Murrieta Tennis Club to take emergency action in the event of an accident. The undersigned hereby agrees to defend, indemnify, and hold harmless the Murrieta Tennis Club and its officers, employees and agents from and against any and all loss, liability charges and expenses (including attorney's fees) and costs which may arise by reason of participation in any program. As parent/guardian, I hereby consent to emergency treatment of my minor child as a result of accident or injury. I further agree to pay any and all cost incurred as a result of said treatment, I agree to carefully inspect and satisfy for myself that the facilities provided are reasonably safe for their intended use. Once having conducted the inspection, I agree to expressly assume the risk of participating at the premises. I understand that the Murrieta Tennis Club retains the right to use photos taken during activities for publicity purposes.
- BUYERS RIGHTS TO CANCEL:** Applicant may cancel this agreement at any time prior to midnight of the 7th business day after the date of this agreement, excluding Sundays and Holidays. To cancel this agreement, mail or deliver a signed and dated notice which states that you, the Applicant, are canceling this agreement or words of similar effect. Such notice shall be sent to Murrieta Tennis Club.

By signing below, you acknowledge having read the entire agreement (front and back), and receipt of a copy of the membership agreement executed by you and the Murrieta Tennis Club. By executing this agreement, you agree to be bound by and comply with the rules and regulations of the club, and the terms and conditions contained herein.

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

#### Staff Use Only:

Staff Initial \_\_\_\_\_ Effective Date \_\_\_\_\_ Membership # \_\_\_\_\_

Amount Received: \$ \_\_\_\_\_ Check # \_\_\_\_\_  Cash  Check,  Visa  MasterCard  Amex

Notes \_\_\_\_\_

# APPLICATION FOR THE MURRIETA TENNIS CLUB

## I. MEMBERSHIP

**A. Nature of Membership.** All memberships are mere licenses which shall give the holder thereof the revocable right to use and enjoy the Murrieta Tennis Club facilities subject to the rules and regulations established by the CLUB. It is expressly agreed and understood that the holders of licenses in the form of membership shall neither individually nor collectively have any proprietary right or interest in or to any of the properties, assets, premises, or any other thing or matter whatsoever with respect to the Murrieta Tennis Club or its facilities, or the operations of the Club. Memberships and membership cards are not transferable.

## II. TYPES OF MEMBERSHIP

- A. Single Membership.** An adult membership shall consist of an individual, whether married or not. The spouse and/or children, if applicable, shall not be entitled to the rights and privileges of this type of membership, but may be guests in accordance with the Club's Guest Policy.
- B. Family Membership.** A family membership shall be defined as a primary member and his or her spouse, if applicable, and their dependent children under twenty-one (21) years of age living in the same household.
- C. Junior Membership.** A junior membership shall consist of a junior 21 years and under.

## III. MEMBERSHIP BILLING TYPES

- A. Monthly .** I understand that by purchasing under this plan I am committing to pay dues for twelve months. Membership becomes month to month after 12 months.
  - 1. If applicant dies or becomes disabled, applicant shall not be obligated to continue making dues payments for the period following the date of death or disability. In the case of a family membership, the previous sentence shall apply only if each adult member dies and/or becomes disabled.
  - 2. If subsequent to the date of signing this Application, Applicant wishes to discontinue membership. Applicant shall be obligated to pay a discontinuation fee. **DISCONTINUATION FEE IS \$100.00.** A 30 day written notice is required. See Termination of Membership section for more details.
  - 3. After the one year commitment has been fulfilled, membership will continue on a month to month basis until applicant informs Club that he or she is resigning. A 30 day written notice is required. See Termination of Membership section for more details on canceling a membership.
- B. 1 Year Paid in Full (PIF).** A one year paid in full membership. Non-refundable. Pre-paid memberships turn into month to month memberships after one year at the current month to month rate. See Termination of Membership section for more details on canceling a membership.

## III. MEMBERSHIP DUES

**A. Membership Dues.** The Murrieta Tennis Club shall, from time to time, fix the amount and terms of payment for goods, services and the use of the Club's facilities by members and their guests. The Murrieta Tennis Club reserves the right to change the amount of the dues, given thirty (30) days written notice. The Murrieta Tennis Club may assess additional charges for membership status changes, replacement cards, lockers, and returned payments. In addition to the health and fitness services which the Murrieta Tennis Club provides pursuant to this contract, the Club may, from time to time, also provide additional services which are specifically set forth in the Club's Rules and Regulations and/or newsletter. Those services are available to members upon request and are subject to an additional charge. The Club's reserves the right to change the services provided and/or the amount charged therefore without written notice. All dues, fees for other services and obligations owed to the Club by a member shall be due and payable on the first day of each month and shall be delinquent if not received by the fifth of each month. Any failure to make payments of the monthly installments and charges due will cause the cancellation of the member or member's add-on parties to make monthly installments and the full amount remaining shall become immediately due and payable. Acceptance of any payment after default will not release member from any obligations under this Contract. You agree to pay court costs and reasonable attorney's fees involved in collecting amounts owed under this Contract, as determined by the court.

- 1. Electronic Funds Transfer ("EFT").** A member using Electronic Funds Transfer has authorized his or her bank to pay membership dues and other charges on the 5th day of each month. If funds cannot be collected on that date, the member will be charged a service fee by the Club in addition to any service fee which the member's bank may charge, and the member will be responsible for payment of the amount due.
- 2. Finance Charge.** If full payment of the member's account is not received by the 5<sup>th</sup> of the month, any balance unpaid will be subject to a finance charge of 10%. The finance charge will be added to the unpaid balance after deducting payments and before adding current charges.
- 3. Return Charge.** There will be a \$15.00 charge for any returned check debit or credit card decline for any reason.

**B. Guest Policy.** Guest privileges are available for an additional charge. Limited use. Please see a membership coordinator for more details.

## IV. RULES AND REGULATIONS

A holder of membership and all persons entitled to privileges, including guests, under said membership shall abide by and fully comply with Rules and Regulations which are, from time to time, adopted by the club with respect to reasonable and safe use and enjoyment of the facilities of the Murrieta Tennis Club.

## V. TERMINATION OF MEMBERSHIP

**A. Voluntary Resignation.** A members who is in good standing and current in all obligations to the Murrieta Tennis Club may resign at any time by completing a Membership Cancellation Form at the Club or by submitting written notice 30 days in advance to the Murrieta Tennis Club. **MEMBERS WILL BE RESPONSIBLE FOR ALL OF THE CURRENT MONTH'S DUES AND THE FOLLOWING MONTH'S DUES.** Prepaid last month's dues, if any, will be applied to the following month. In either event, the member will be responsible for all the charges for services and obligations to the Club which are incurred on the members' account up to the effective date of the termination of membership. Prior to final termination of membership, the member must have turned in all membership cards and paid any amount owing on the member's account with the Murrieta Tennis Club. Except as herein otherwise specifically provided, a membership termination is not retroactive and terminated members shall not be entitled to a refund of any part of the paid monthly dues. **NON-USAGE OF THE CLUB AND/OR NON-PAYMENT OF DUES ARE NOT METHODS OF TERMINATING A MEMBERSHIP BY A MEMBER.**

**B. Involuntary Resignation.** The Murrieta Tennis Club shall have the right, with or without cause, to revoke any membership at any time by giving written notice of revocation to the holder of the membership. The membership of any member who is thirty (30) days in arrears with respect to the payment of the member's account may at the sole option of the club be terminated, in which case the member shall be responsible for dues and charges through the date of termination.

**C. Re-activation Policy.** If membership was terminated in good standing there will be an enrollment fee plus the current month's dues. If membership was terminated for non-payment of dues then the back dues prior to membership, current dues and the enrollment fee will be accessed.

**D. Membership Hold Policy.** Membership holds are granted for medical reasons only. A member must give written notice and attach a written notice from your physician. Memberships can be put on hold for a maximum of 90 days. A member wishing to put their membership on hold for more than 90 days is considered a cancellation. If you cancel your membership, and then wish to re-activate your membership, you are considered a new member and any membership hold you had taken previously is erased and our re-activation policy applies.