



MEMBERSHIP AGREEMENT

This Membership Agreement for the type and classification of membership indicated below is between the San Diego Tennis & Racquet Club ("Club") and the undersigned applicant.

In consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

A. Applicant agrees to pay the Club an initiation fee for membership as indicated below in the amount of _____ as follows:

TYPE OF MEMBERSHIP: (check one) Tennis _____ Junior Executive Tennis _____ General _____

CLASSIFICATION OF MEMBERSHIP: (check one)

Family A _____ Family B _____ Couple _____ Individual _____ Individual Jr. _____

B. My application for membership is submitted herewith.

C. Applicant agrees to pay monthly dues prescribed for the type and classification of membership in advance, pro-rated to the first day of the month and upon receipt of a monthly statement.

D. Applicant agrees to be bound by the Club By-Laws as they now exist and as they may from time to time be amended or supplemented, and acknowledges that he/she has received and read a copy of the Club By-Laws, and House & Ground Rules of the Club. Applicant understands that his/her membership is non-assessable, non-proprietary, and that his/her membership is non-transferable, in accordance with the By-Laws.

E. When a Junior Executive member reaches the age of 30, (s)he must upgrade membership or forfeit the initiation fee.

F. If accepted for membership, Applicant agrees to pay all debts owed by him/her to Club for charges incurred on his/her house account and for all other charges for which (s)he becomes liable upon receipt of monthly statements.

G. Club agrees that member shall be entitled to all rights and privileges due a Member (or the type and class for which Applicant is accepted) under the Club By-Laws, as they now exist and as they may from time to time be amended or supplemented until such membership is transferred or such membership is suspended or terminated pursuant to the Club By-Laws. Club agrees that members shall not be liable for assessments, liabilities or debts of Club and that the payment referred to above shall be returned to Applicant should this Agreement not be accepted by Club.

APPLICANT

BY: _____

DATE: _____

SAN DIEGO TENNIS & RACQUET CLUB

BY: _____

DATE: _____

*** MEMBERSHIP IS FOR A MINIMUM OF ONE YEAR. IF MEMBER CANCELS MEMBERSHIP BEFORE REACHING ONE FULL YEAR, MEMBER IS RESPONSIBLE TO PAY REMAINING MONTHLY DUES FROM THE FIRST YEAR.**

*** MEMBERSHIP CAN'T BE DOWNGRADED DURING FIRST YEAR.**

If this Application and Membership Agreement is for an Individual Jr. membership, the undersigned as the parent(s) _____ legal guardian _____ (check one) of the above Applicant hereby undertakes and guarantees to Club the prompt payment of all dues and other sums due Club by Applicant and shall, if any action is brought to enforce Applicant's or the undersigned obligation hereunder, pay to Club its reasonable attorney's fees and costs thereby incurred. If signed by more than one person, this understanding shall be deemed the joint and several obligation of all such signatories.

DATED _____

IN ORDER TO BE VALID, THIS MEMBERSHIP AGREEMENT MUST BE SIGNED BY BOTH APPLICANT AND SAN DIEGO TENNIS & RACQUET CLUB.



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In addition to Membership Agreement, page one, Applicant agrees purchased membership is for a minimum of twelve (12) months, thereafter going to a month to month membership. Dues for purchased membership equal _____ per month, equaling a twelve (12) month total of _____. If applicant terminates membership before the ending of 12 months, applicant agrees to pay remaining balance owed on unused months of the first 12 months as well as any outstanding club charges.

Applicant agrees that purchased membership may not be downgraded to a lesser dues paying membership during the first 12 months.

APPLICANT

BY: _____

DATE: _____

SAN DIEGO TENNIS & RACQUET CLUB

BY: _____

DATE: _____