



I. Membership Contract¹

Primary Member's Name _____ Birth Date _____

Spouse's / Partner's Name _____ Birth Date _____

Family Member's Name _____ Birth Date _____

Family Member's Name _____ Birth Date _____

Family Member's Name _____ Birth Date _____

Family Member's Name _____ Birth Date _____

Address _____ City _____ Zip _____

Home Phone _____ Cell Phone _____

Work Phone _____ E-Mail _____

This agreement is between the above named Primary Member and, if applicable, his or her Spouse/Partner (hereafter "Member") and the Mill Creek Tennis Club LLC (hereafter "MCTC") for application for Membership at the club and is hereby made under the following terms and conditions. It shall be binding upon the parties only upon execution by the Member(s), acceptance by MCTC staff, and final ratification by an MCTC Managing Member or its designated representative.

- 1. Membership Privileges.** Each Member in Good Standing shall enjoy the privilege of using MCTC facilities and any of the services offered to its Members. Member agrees to pay on an uninterrupted basis, the monthly dues for each membership category as may be established by MCTC and to be a member in Good Standing. "Good Standing" is defined as: 1) full compliance with all MCTC rules and policies; 2) timely payment in full of all dues, Priority Program fees and any other member assessments; and 3) satisfactory performance of any other MCTC member obligations.
- 2. Category of and Fees for Memberships and Priority Programs.** MCTC has established various membership categories and Member agrees to pay monthly dues based on services offered for each membership category. MCTC has also established certain special events, activities and programs that MCTC may designate as having court availability priority. These events, activities or programs (herein "Priority Programs") include such things as lessons, flights, leagues, camps, clinics, tournaments, demo days or other special events that MCTC may designate as a Priority Program. In addition to the monthly dues, there are separate fees and charges for participation in each of the Priority Programs. All categories of memberships and the Fee Rates for membership dues and/or Priority Programs are subject to change by MCTC upon proper notice to the members. Proper Notice consists of 30 days notice by Newsletter, e-mail, and or written statement.
- 3. Monthly Dues and Priority Program Charges.** Member agrees to pay monthly dues by the 5th of the calendar month. Monthly dues are subject to, among other increases, an Annual Cost of Living Increase based on the Consumer Price Index Percentage (CPI%). A Primary Member and his or her Spouse/Partner shall be individually and jointly responsible for complying with all membership obligations under this Agreement. Payment for enrollment in Priority Programs or other membership fees or assessments are due upon enrollment or prior to participation in the activity, event or program.
- 4. Waiting Lists.** The MCTC Management establishes a maximum number of memberships and maintains the waiting list of potential members once that maximum number has been reached.

¹ Updated May 2009. Membership Contract supersedes all previous versions.



5. **Late Fees.** A \$25 service fee will be assessed for each late payment of monthly dues, Priority Program fees, or any other membership assessment.
6. **Cancellation.** To cancel membership in the MCTC, notice of cancellation shall be provided to MCTC at least 30 days prior to the first day of the month the cancelling Member intends for the cancellation to take effect. Notice shall be given either in writing or by confirmed e-mail. Member agrees to pay monthly dues until his or her notice of cancellation has been properly given by the cancelling member and the cancellation thereafter takes effect. There shall be no pro-rating or refunding of a part of the monthly dues. MCTC has the right to collect monthly dues for the entire month which accrues prior to cancellation of the membership.
7. **Termination or Suspension of Membership by MCTC:** Each Member understands and agrees: 1) that he or she shall fully comply with all rules and policies of the Club and to fulfill any other member obligations that MCTC may impose on its members; 2) that the rules and policies are subject to change from time to time, but that it is ultimately the member's obligation to know the rules and regulations and to keep current on any changes that have been made; 3) that he or she will not in any manner abuse the privileges derived from his or her membership or to conduct any improper or illegal activity at the facilities; and 4) that he or she will timely pay all dues or program fees and otherwise maintain himself, herself, or his or her family member or guest as a member in Good Standing as defined herein. The MCTC Management reserves the right at its sole discretion to terminate a membership of a member or to suspend privileges of a member whose conduct is contrary to MCTC rules and policies or deemed by MCTC to be detrimental to the club or the enjoyment of the club by other Members. Members who are delinquent in any monetary obligations such as for monthly fees, program fees (i.e., lessons, camps, leagues, flights, tournaments, etc.), club fines or any other member assessments, shall be given five (5) days notice of the delinquency. Notice shall be provided by email to the Member's email address or, if a Member does not have access to computer technology, by first class mail at the street address Member has provided to MCTC. It is the Member's obligation to provide MCTC with a current email or street address and Notice will be deemed sufficient if given to the Member's addresses that he or she provided to MCTC. If the Member has not paid his or her account in full within seven (7) days of receipt of the notice of delinquency, MCTC shall have the option of suspending the delinquent Member's membership privileges or terminating the membership. If MCTC elects to terminate the membership, it will send to the Member a "Notice of Termination". In the event that MCTC terminates a membership, said Member's obligation to pay monthly fees and assessments shall continue through the entire month that the Member received the Notice of Termination. All decisions of the MCTC Management concerning continuation, suspension or termination of membership privileges shall be final.
8. **Memberships Nontransferable.** A membership and its related privileges are not transferable or assignable, including but not limited to, transfers by gift, sale, inheritance or by operation of law.
9. **Guests.** The use of tennis courts will be limited to Member and his or her guest. A Member must accompany his or her guest at all times on the court of play. Members in Good Standing have unlimited guest privileges, however, the same guest can only come to the club once a month.
10. **Guests of a Member** are subject to all of the MCTC rules and policies. MCTC Members who are planning to bring a guest must indicate the guest name when the court reservation request is made. All guests must register with Club front desk, sign a club liability waiver and pay guest fees. Sponsoring Member will be held responsible for all actions of his or her guest and any misconduct or violation of the rules and policies by the guest shall be assessed against the Sponsoring Member. Guest fees are to be set and established from time to time by MCTC.
11. **Special Guest Pass Status.** A Special Guest Pass may be purchased for a visitor who resides outside of one hundred miles from the club. This guest pays for each visit to the facility at the Special Guest Pass rate as established from time to time by MCTC and is exempt from the one visit per month rule. The Special Guest Pass status shall be valid for no more than two-weeks and can only be activated by the same guest once per year.
12. **Nonrefundability.** Member acknowledges that Initiation Fees and Monthly dues are Nonrefundable
13. **Alteration and Maintenance of Facilities and Priority Programs.** MCTC Management reserves the right to temporarily close the facilities for maintenance, repairs and remodeling. Court time might also be unavailable to members if MCTC has scheduled special events or MCTC designated Priority Programs. Facilities closures or unavailability of court times due to Priority Programs do not give members the right to suspend dues payments or receive initiation fee refunds.
14. **MCCC Social Membership.** All MCTC members are encouraged to join the Social Membership of Mill



Creek Country Club hereinafter referred to as MCCC. A social membership allows access to the MCCC Clubhouse amenities, like the dining room, banquet facilities and sports lounge. This membership is optional with the only requirement being a \$50 monthly food minimum at the MCCC Restaurant. Details for Social Membership are available at MCCC.

- 15. Collection Costs and Attorney's Fees. In the event that MCTC finds it necessary to hire an attorney or a collection agency to enforce any terms or conditions of this Agreement and provided that it is the prevailing party, MCTC shall be entitled to recover from the member, its collection cost including attorney's fees and costs, with or without suit and on appeal.
16. Right to Reject Membership Applications. MCTC reserves the right, in its sole discretion, to reject and refuse to ratify any application to become a MCTC Member.
17. Price and Payment Terms. Type of Membership: Junior, Single, Family of Two, Family, Senior Single, Senior Family of Two, Social Membership, Company. Initiation Fee, Referral, Staff Contact.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

BY JOINING MCTC, I DO HEREBY JOINTLY AND INDIVIDUALLY, FOR MYSELF, MY FAMILY MEMBER(S), AND MY GUEST(S), AGREE TO INDEMNIFY AND HOLD MCTC AND MILL CREEK TENNIS CLUB, LLC, AVANTI SPORTS GROUP, AVANTI SPORTS, MILL CREEK COUNTRY CLUB AND ANY OF ITS OWNERS, MANAGERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES OR ASSOCIATED PERSONS OR ENTITIES (HEREIN COLLECTIVELY MCTC) FROM ANY AND ALL LIABILITY OF ANY NATURE OR KIND RESULTING FROM ANY INJURY SUFFERED DURING ANY EVENT, SPORT OR ACTIVITY THAT OCCURRED AT OR NEAR THE MCTC FACILITY OR FROM ANY EVENT SPONSORED BY MCTC AND AVANTI SPORTS AT ANY OTHER LOCATION. I UNDERSTAND THAT THIS AGREEMENT MEANS THAT I WILL NOT MAKE A CLAIM AGAINST MCTC, AVANTI SPORTS AND AVANTI SPORTS GROUP FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES CAUSED BY ANY SUCH INJURIES. I ALSO UNDERSTAND THAT I AM REQUIRED AS A MEMBER TO HAVE ADEQUATE HEALTH AND/OR ACCIDENT INSURANCE FOR MYSELF AND MY FAMILY AND THAT BY WAIVING LIABILITY AND RELEASING MCTC, THAT I AM SOLELY RESPONSIBLE FOR INJURIES TO MYSELF, MY FAMILY AND MY GUEST(S).

By my signature below, I hereby apply for membership in the Mill Creek Tennis Club, LLC and agree to the terms of this membership agreement.

Signature of Primary Member _____

Spouse's / Partner's Signature _____

MCTC Staff _____ Date _____

MCTC Managing Member _____ Date _____

Membership Category: _____ Monthly Dues _____

Specific Agreements: _____

