Orindawoods Tennis Club
650 Orindawoods Drive
Orinda, CA 94563

Application For Membership

Name (first, middle, last)		Spouse (first, middle, last)	
Address		City Zip	
Home Phone	Business Phone	Home Phone	Business Phone
Employer	Occupation	Employer	Occupation
E-mail address	Date of birth	E-mail address	Date of birth

OTHER FAMILY MEMBERS INCLUDED IN THE MEMBERSHIP (MUST BE LIVING AT HOME):

Name	Date of Birth
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I HEREBY APPLY FOR THE FOLLOWING TYPE OF MEMBERSHIP:

CATEGORY:

☐ Club $131/month

CLASS:

☐ Family
☐ Single
☐ Junior

I UNDERSTAND THAT FOLLOWING PROVISIONS ARE APPLICABLE TO ALL MEMBERSHIPS:

a) The dues are currently $ 128.00 paid monthly in advance. Dues may be increased from time to time by the board. Dues are due on the first day of the month. There is a $100 initiation fee.

b) Accounts are overdue if not paid by the tenth of the month following the due date, and a $10 service charge will be applied to the unpaid balance for each month until payment is made.

c) Membership in the Club is subject to the By-laws and Rules and Regulations of the Club as they are presently in effect or as they may be from time to time reasonably amended.

d) Read rules and sign the waver of liability on the following pages.

Office Use Only:

Beginning Date: _____
Initiation Fee: _____
First Month's Dues: _____
Other: _____
Total: _____
Check #: _____

Accepted in accordance with the foregoing provisions:

Dated: _____/_____/_____

Applicant Signature: _____

Orindawoods Club By: _____

1. MEMBERSHIP INFORMATION: As used in this Membership Agreement, the "Club" refers to Orindawoods Tennis Club. As used in this Membership Agreement, "Member" or "Members" refers to all individuals noted on this agreement.
2. TENNIS CLUB SERVICES: Immediately upon approval of membership, the Member will be entitled to use of the Club facilities consistent with this Membership Agreement and the Rules/Policies of the Club. The specific Club facilities available to Member vary based on the membership type. The Club reserves the right to make changes to the type or quantity of the classes or equipment offered and reserves the right to make reasonable changes to the hours of operation.
3. NATURE OF MEMBERSHIP: Membership grants solely the right to use and enjoy the facilities of the Club in accordance with the Rules and Regulations as they may change from time to time. Membership does not grant or carry with it any interest in the property or assets of the Club or give any right to Members to participate in the management of the Club, financially or otherwise.
4. APPROVAL OF MEMBERSHIP: All membership Agreements shall be on the forms prescribed by the Club, and shall be subject to payment of the required membership fees and approval of the Club.
5. NONDISCRIMINATION: Membership is open to any person, family, business or corporation of good character and responsible credit background. Club policy is to accept applications without regard to race, creed, color, sex or national origin.
6. PAYMENT OF MEMBERSHIP FEE: All new members must pay a membership fee. The Club shall, from time to time, establish the amount, manner and time of payment of such fee. If the membership is cancelled for any reason, Member will only be entitled to a pro-rata refund of the membership fee based on the length of the membership relative to the term of the contract. This membership agreement is a month-to-month agreement. If a member resigns their membership and wants to rejoin within a twelve month period, they will be subject to a $300 reinstatement fee.
7. Dues: At the Member's sole option, the Member may elect to either pre-pay membership dues or pay dues on a month-to-month basis. The Club shall, from time to time, determine the amount and terms of payment of dues which are payable by the members. The obligation to pay dues is not dependent on the availability of all the Club's facilities or the frequency of use. Tournaments, repairs, maintenance of some facilities, and /or other occurrences may make it necessary for the Club to restrict the use of one or more of the facilities or to close the Club temporarily. The Club will not reduce or suspend dues during the time when facilities are not available.
8. REQUIRED PAYMENTS: In addition to Membership Fees set forth in paragraph 6 above, the Agreement only requires that the Member pay first month's dues on acceptance of the Membership Agreement by Orindawoods.
9. CHARGES: All Members agree to pay monthly dues and all charges incurred by self, guest or family members. The Club shall, from time to time, fix the amount and terms of payment for charges for goods, services and the use of the facility by members and guests. Guest fees will be paid at the time of play in the Pro Shop or by depositing the fee in the envelope provided.

10. EXPENSES OF COLLECTION: The Member agrees to pay, and shall be held liable for any and all expenses incurred by the Club, including but not limited to, attorneys fees and costs, in attempting to collect past due amounts from said member, whether fees, dues, charges or other debts.
11. ACCOUNTING AND BILLING: Dues will be billed to members in advance on a monthly basis, with bills being mailed by the 20th of the month, due and payable on the first of each month. Bills not paid by the tenth will be subject to a late fee. Members have the option, and it is at the Member's sole discretion to select payment by electronic funds transfer (EFT) . EFT is set up by contacting the Club's management company, Homeowners Association Services (HAS) after the first billing statement is received. Member can change his/her election of the EFT option upon written notice to HAS.
12. DAMAGES: Damage to the Club's property shall be paid for by any members, member's guest or dependent children causing the damage.
13. SOLICITATION: Members may not participate in solicitation of any kind (i.e. charitable, religious, political, business) towards any other club member, guest or employee on Club property.
14. CLUB RULES: All members and their guests are subject to the Club's Rules/Policies. The undersigned acknowledges that he or she has received a copy of the Club Rules/Policies (or read the rules on the Club's website). The Club reserves the right to add, amend, or delete rules from time to time. The rules referenced or contained in this Membership Agreement herein are not all-inclusive. Signs posted in the Club and written memoranda will serve as additional rules.
15. CHANGE OF MEMBERSHIP INFORMATION: Member is responsible for notifying the Club of any account information changes, including changes to the Member's address, phone number of banking information. Changes must be completed by the tenth of the month to be reflected on the next month's billing statement.
16. Change of Membership Status: Member is responsible for notifying the Club in writing of any persons who are added to or cancelled from the membership account, or any changes to the membership type (i.e. Tennis to Swimming). A membership status change must be completed at the Club by the 10th of the month to be reflected the first of the following month. The member's account must be zero balance at the time of the status change.
17. INACTIVE STATUS: A member may request to put his/her membership on inactive status, for no less than two and up to six months, should a medical condition or temporary relocation keep him/her from use of the Club facilities. The request must be submitted in writing along with appropriate verification of his/her medical or living situation (if requested by Club management). Approval is at the sole discretion of the Club management. A monthly inactive fee may be charged, and any account balance must be paid in full prior to going on inactive status.
18. VOLUNTARY TERMINATION: A member with a zero account balance may resign from membership at any time by completing an official Orindawoods Exit Form or by delivering a signed and dated written notice of termination to the Club. Voluntary terminations become effective on the last day of the month in which the written notice is received by the Club. A pro rata refund of payment for any unused services will be made by the 10th of the following month.
19. INVOLUNTARY SUSPENSION OR TERMINATION: The Club reserves the right to suspend or terminate the membership of privileges of any member for failure to comply with

any of the Club Rules/Policies, for any conduct the Club determines to be improper or contrary to its best interests, or the non-payment of dues or other charges for a period of greater than 90 days. Suspended or terminated members remain liable for all dues or other indebtedness incurred prior to and during the suspension or termination, and are not entitled to a refund of any fees, dues or charges paid other than a pro rata refund of payment for unused service after the date of termination.

20. WARNING: California law provides that it is illegal to aid or abet in the unlawful sale, use or exchange of anabolic steroids, testosterone and human growth hormone.
21. BY SIGNATURE BELOW, undersigned Member hereby affirms that he/she has read, understands and agrees to all terms in this Membership Agreement, together with any accompanying membership policy information, and specifically understands and agrees to the following:

WAIVER OF LIABILITY

ORINDAWOODS SHALL NOT ASSUME RESPONSIBILIY OR BE HELD LIABLE FOR ANY INJURY TO PERSON OR DAMAGES OR LOSS OF PROPERTY SUFFERED BY ANY MEMBER OR GUEST, FOR ANY REASON. THE UNDERSIGNED IS FAMILIAR WITH THE RISKS AND PERILS INHERENT IN SPORTS ACTIVITIES SUCH AS ARE CONDUCTED IN THE CLUB'S FACILITIES. FURTHER, THE UNDERSIGNED IS AWARE OF THE RISK OF PERSONAL INJURY TO SELF WHEN UNDERTAKING SUCH SPORTS ACTIVITIES, AND KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHERS AND ASSUMES FULL RESPONSIBILITY FOR HIS/HER PARTICIPATION. THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO BECOME A MEMBER OF ORINDAWOODS, THE UNDERSIGNED HEREBY VOLUNTARILY ASSUMES ALL RISKS OF PERSONAL INJURY, PROPERTY DAMAGE, AND/OR OTHER DAMAGES TO THE UNDERSIGNED AND HIS/HER GUESTS RESULTING FROM OR IN ANY WAY ASSOCIATED WITH HIS/HER ENTRY UPON ANY OF ORINDAWOODS' PROPERTIES AND/OR PARTICIPATION IN ANY OF THE ACTIVITIES SPONSORED BY ORINDAWOODS. THIS IS INTENDED TO BE A COMPLETE RELEASE OF ANY RESPONSIBILITY FOR PERSONAL INJURIES AND/OR PROPERTY LOSS OR DAMAGE SUSTAINED BY ANY MEMBER, OR ANY GUEST OF ANY MEMBER, WHILE ON THE CLUB PREMISES, WHETHER USING EXERCISE EQUIPMENT OR NOT. FURTHER, THE UNDERSIGNED HEREBY RELEASES ORINDAWOODS AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM EVERY CLAIM, LIABILITY, OR DEMAND OF ANY KIND OR ON ACCOUNT OF ANY PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER DAMAGES RESULTING FROM OR IN ANY WAY ASSOCATED WITH THE UNDERSIGNED'S ENTRY OR A GUEST'S ENTRY UPON ANY ORINDAWOODS PROPERTY OR PARTICIPATION IN SPORTS ACTIVITIES EVEN IF CAUSED OR ALLEGED TO HAVE

BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ORINDAWOODS OR ITS EMPLOYEES OR OTHERWISE. THE UNDERSIGNED CONFIRMS THAT HE/SHE HAS READ AND UNDERSTANDS THIS WAIVER OF LIABILITY AND RELEASE, AND AGREES TO ITS TERMS.

22. CANCELLATION RIGHTS: You, the buyer, may cancel this agreement at any time prior to midnight of the fifth business day of the Club after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send an e-mail which states that you, the buyer, are canceling this agreement, or words of similar effect. The notice shall be sent to Orindawoods, 650 Orindawoods Drive, Orinda, CA 94563.
23. TERM OF CONTRACT: This Membership Agreement is a month-to-month agreement and may be voluntarily terminated in accordance with paragraph 18, above.

Applicant Signature Date

_____

Club Representative Signature Date

Update: January 2017