



## **VILLAGE TENNIS, RIDING AND SWIM CLUB, INC.** **MEMBERSHIP AGREEMENT**

Member Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Type of membership:** All dues are payable on the first of each month, and are subject to a 10% late charge if payment is not received within 30 days. The names of members who allow their account to become more than 60 days delinquent may be posted in the clubhouse and in the weekly electronic newsletter.

- Regular membership
- Senior membership (65 years and older)
- Non-resident membership (residing outside 50 mile radius of Club)

**Membership Initiation Fee:** Please make check payable to The Village Club and return with this signed agreement. **Please mail to:** The Village Club, Accts Rec, 5994 S. Holly St., PMB #148, Greenwood Village, CO, 80111.

- One-time \$12,500 payment upon execution of this agreement

**OR**

Three (3) payments of \$5,000.00 per year billed annually to the member account for the first three years of membership. Total investment of \$15,000. Applicant agrees to pay the balance, in its entirety, regardless of membership status. Resigning from the club or cancellation of membership by the Village Club does not release the debt owed. Applicant agrees that failure to timely make the payments due under this promissory note within the time required shall affect an immediate suspension of membership privileges, without notice. Members with delinquent accounts will have their names posted in the clubhouse and in the weekly electronic newsletter. Costs and attorneys' fees associated with collecting any unpaid balance will be the member's responsibility.

**Applicant agrees and understands that the published initiation fee is subject to change, and Applicant agrees to pay the initiation fee that is in effect when Applicants' membership becomes active with rights to use the Village Club facilities, not at the time that Applicant applies for membership or is placed on the wait list.**

### **Agreement:**

The undersigned applicant, for applicant and for applicant's spouse and minor children, (if applicable) understands and agrees to the following terms and conditions of membership in the Village Tennis, Riding and Swim Club, Inc. (the "**Village Club**").

1. **Compliance with Club Documents** Applicant acknowledges receipt of a copy of the Bylaws, policies, rules and regulations of the Village Club contained in the Directory (the "**Club Documents**"). Applicant, Applicant's family, and any guests of the member shall be governed by

and shall promptly and faithfully comply with the requirements of the Club Documents, as they may be amended or changed from time to time.

2. **Dues and Payments** The amount of initiation fees and/or monthly dues set forth above may be changed from time to time by the Board of Directors. Applicant agrees to pay all monthly dues, in advance, on or before the first day of each month, without billing or invoice from the Village Club, together with any late payment and other charges due in accordance with the Club Documents.
3. **Membership Privileges** Applicant agrees that the right of Applicant and Applicant’s family to use and enjoy the privileges of membership in the Village Club is expressly conditioned upon timely payment of all amounts due the Village Club under this Agreement and the Club Documents. In the event that Applicant has elected to pay a portion of Applicant’s initiation fee by promissory note, as indicated above, then Applicant further agrees that failure to timely make the payments due under such promissory note within the time required shall effect an immediate suspension of membership privileges, without notice.
4. **Member Responsibilities** Village Club members are expected to maintain conduct that is professional and responsible at all times. The Board will take corrective action should members or guests be observed behaving in a reckless, dangerous, or intoxicated manner. In addition, members are expected to: a) fulfill the Village Club’s mission and goals; b) follow and enforce the rules and policies of the Village Club; volunteer for service in the Village Club’s governance, projects and operations; and, preserve and respect the Village Club’s grounds, amenities, and property.
5. **Waiver, Release and Indemnity** To the fullest extent permitted by law, Applicant hereby waives, releases, indemnifies, agrees to defend and hold harmless the Village Club, its board of directors, officers, agents and employees, from and against all claims, damages, suits, losses and expenses, including, without limitation, reasonable attorney’s fees and litigation costs incurred, for injury or death to persons or damage to property arising out of or resulting from the use of the property and facilities of, or the exercise and enjoyment of membership privileges in, the Village Club by Applicant, Applicant’s family and guests.
6. **Acceptance** This document constitutes Applicant’s application for membership. Applicant acknowledges that membership may be denied at the sole discretion of the Village Club. Unless and until the Village Club accepts the application, and the initiation fee is paid, Applicant shall have no membership rights or privileges.
7. **Other** Applicant shall pay all costs incurred by the Village Club in enforcement of this agreement, including, without limitation, reasonable costs and attorney’s fees. The agreement may not be changed, and its provisions may not be waived except by written agreement approved in advance by the board of directors and signed by both parties.

Applicant

By: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse: \_\_\_\_\_ Date: \_\_\_\_\_

Village Tennis, Riding and Swim Club, Inc., a Colorado nonprofit corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_