



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. Members who allow their account to become more than 60 days delinquent, are not in good standing with the Club, are suspended from using club facilities until balances are paid, and may have their name posted in the clubhouse and in the weekly electronic newsletter.

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| Regular membership | \$225.00 per month |
| Senior membership | \$135.00 per month (for members 65+yrs) |
| Non-resident membership | \$ 75.00 per month |

Membership Initiation Fee: The initiation fee for a membership in The Village Tennis Riding and Swim Club is \$18,000.00.

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.

Please Select One Payment Option:

Membership is offered at the Village Tennis Riding and Swim Club upon a non-refundable, one-time payment of \$18,000.00. All terms of this agreement apply for the duration of the membership, including the timely payment of monthly member dues and any other charges for programs, food, events and/or services at the club. Upon resignation all member privileges are revoked for the entire member family. No portion of the \$18,000.00 initiation fee payment is refundable for any reason. Notification of resignation must be made in writing and addressed to the Village Club Board, Membership Committee Chairman.

Membership payment plan: Member chooses to submit a one-time non-refundable initiation fee payment of \$9000. In addition, the member agrees to pay the sum of \$800 each month for 12 consecutive months, plus regular monthly dues. All terms of this agreement apply, including the timely payment of monthly member dues and any other charges for programs, food, events and/or services at the club. Upon resignation all member privileges are revoked for the entire member family. No portion of the initiation fee payment is refundable for any reason. Notification of resignation must be made in writing and addressed to the Village Club Board Membership Committee Chairman.

Membership initiation fee agreement: Member chooses to submit a one-time, non-refundable initiation fee payment of \$9000.00. At the end of one (1) calendar year from the date of this contract, member agrees to pay the balance of the initiation fee by submitting a one-time, non-refundable payment of \$10,000.00. All terms of this agreement apply, including the timely payment of monthly member dues and any other charges for programs, food, events and/or services at the club. Upon resignation all member privileges are revoked for the entire member family. No portion of the initiation fee payment is refundable for any reason. Notification of resignation must be made in writing and addressed to the Village Club Board Membership Committee Chairman.

Regardless of the selection of payment terms, the applicant agrees to pay the initiation fee 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 are not in good standing with the Club, are suspended from using club facilities until balances are paid and may have their name 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.

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 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 the 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 affect an immediate suspension of membership privileges, without notice.**

4. Sponsorship There is a one-year waiting period before any member may sponsor a new applicant for membership in the Village Club. A member may sponsor or second no more than 2 new member applicants within a 12-month period.

5. Member Responsibilities **Village Club members are expected to maintain conduct that is respectful, inclusive, and responsible always.** 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
 - c. **volunteer for service in the Village Club's governance, projects and operations;** and,
 - d. preserve and respect the Village Club's grounds, amenities, and property.

6. 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.

7. 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.

8. 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: _____