



Family Circle Tennis Center Membership Application

Name _____ Birth date _____

Address _____

City, State, Zip _____

Phone Number Home _____ Cell _____

Email _____

Level of Play: 2.5 3.0 3.5 4.0 4.5 5.0

For Family Membership only:

Spouse _____ Rating _____ Birth date _____

Cell _____ Email _____

Dependents' names and birth dates _____

Type of Membership:

- Club Single
- Club Family
- Resident Club Single
- Resident Club Family
- Senior Single
- Senior Family
- Senior Restricted
- Out of Town

Interested in more information?

(Please check all that apply.)

- Randy Pate Tennis Adult Programs
- Randy Pate Tennis Junior Programs
- Private Lessons
- Tennis Clinics
- USTA Adult Teams
- USTA Senior Teams
- CALTA Teams
- Volvo Car Open

Family Circle Tennis Center
WAIVER AND LIABILITY RELEASE
Please read before signing

In consideration of being allowed to use the tennis, exercise, and other equipment and facilities of FCTC (the "**Facilities**"), and to participate in classes, sports events, exercise programs and other activities held at or occurring on FCTC's premises, including, but not limited to, those offered in connection with any program, concert, event, or other function held at or occurring on FCTC's premises (the "**Activities**"), the undersigned acknowledges, appreciates, and agrees as follows:

1. The risk of injury from my use of the Facilities and participation in the Activities is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my use of the Facilities and participation in the Activities.
3. I willingly agree to comply with the stated and customary terms and conditions for my use of the Facilities and participation in the Activities. If, however, I observe any unusual significant hazard in my presence or during my use of the Facilities or participation in the Activities, or I otherwise believe any conditions or equipment of FCTC to be unsafe, I will immediately discontinue further use of the Facilities and participation in the Activities and bring the aforementioned to the attention of the nearest FCTC staff member immediately. I agree to comply with FCTC's membership policies and rules that may be communicated to me from time to time either in writing, through signage or verbally. FCTC may, in its sole discretion, modify the policies and any rule without notice at any time. FCTC reserves the right to refund the pro-rated cost of unused services and terminate my membership immediately for violation of any membership policy or rule.
4. I, for myself and on behalf of my heirs, assigns, personal representatives, executors, administrators, and next of kin, HEREBY RELEASE AND AGREE TO HOLD HARMLESS Charleston Tennis, LLC, its parent, subsidiary and related companies and their members, Randy Pate Tennis Academy, its parent, subsidiary and related companies and their members (collectively, "**Randy Pate Tennis Academy**"), the city of Charleston ("**Charleston**"), Daniel Island Associates, LLC and The Daniel Island Company, Inc. (together, "**Daniel Island**") and the officers, directors, officials, agents, employees, volunteers, representatives, other participants, sponsoring agencies, sponsors and advertisers of the forgoing (together, "**Releasees**"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
5. I hereby authorize Charleston Tennis LLC to allow the reproduction, dissemination, and publication of my name, likeness, and voice (including, but not limited to, by photograph, film, and/or video tape recording) in connection with my use of any of the Facilities or my participation in any of the Activities, for media coverage, public relations, or any other purpose. I understand and agree that I may neither pay a fee to receive individual promotional consideration from my use of the Facilities or participation in the Activities, nor will I receive any payment for the possible commercial use of my name, likeness, or voice as contemplated hereunder.

I HAVE READ THIS WAIVER AND LIABILITY RELEASE. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AS OF THE DATE OF MY SIGNATURE BELOW, OR THAT I AM AUTHORIZED BY MY PARENT/GUARDIAN AS EVIDENCED BY THEIR SIGNATURE ON THE AUTHORIZATION AND WAIVER BELOW.

Signature: _____ Date: _____

Printed Name: _____

Parent/Guardian Authorization and Waiver:

This is to certify that I, as the parent/guardian of the above-named person, have the right and authority to sign this waiver and liability release on his/her behalf and do hereby consent and agree to his/her release of all Releasees as provided above. For myself, my heirs, assigns, personal representatives, executors, administrators, and next of kin, I HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees from and against any and all liabilities incident to the above-named person's use of the Equipment or participation in the Activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further grant to FCTC the right to act as guardian/spokesman in granting permission for emergency treatment or hospitalization (including anesthesia) if necessary for my child en route to, from, or at the site of FCTC or hospital or other medical facilities. I understand that should a health emergency arise, an attempt will be made to notify me, but that if I cannot be reached promptly by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized.

Signature: _____ Date: _____

Printed Name: _____ Telephone: _____

Street Address: _____

City/State/Zip: _____

CHARGE MEMBERSHIP:

 Monthly Monthly Membership Fee: _____

Your Monthly Membership Fee will be billed to the account below on or about the 15th of each month beginning on _____, 20__ for \$_____ per month plus applicable taxes until you cancel in accordance with this Agreement. This membership has a 12-month term (*minimum term not to exceed 12 months*)

If you have a minimum monthly term, your account below will be billed for a minimum of 12 months and will continue on a month-to-month basis at the monthly rate above until you cancel in accordance with the terms of this Agreement. To update your billing information or to cancel your monthly membership and stop the monthly billing on the 15th of the month, the club requires written notification by the 1st of the month delivered to the club in person or via e-mail to Membership Manager.

A \$25.00 service fee will be applied for each month your monthly dues payment is returned uncollectable including, but not limited to, non-sufficient funds, expired credit cards, cancelled credit cards, overdrafts and closed accounts.

 Annually Annual Membership Fee: _____

An Annual Membership Fee of \$_____ will be billed each year of your membership, on or around the 1st of _____ to the account on file. In order to cancel the billing of the Annual Membership Fee, the Club requires written notice and cancellation of your membership on or before the 25th of the previous month.

CANCELLATION AND BILLING POLICIES: I have read and understood the cancellation rights and billing policies contained in this Agreement. _____ (Member Initials)

I authorize Charleston Tennis, LLC, d/b/a Family Circle Tennis Center (“*FCTC*”) to charge the below credit/debit card until all of my obligations are paid under this Agreement or until my membership is terminated or cancelled. I understand that my obligation under this Agreement includes my Membership Fee, service fee for uncollectable monthly dues (if applicable), applicable taxes, charges, and any other unpaid fees including past unpaid fees. This authorization will remain in full force and effect during the term of this Membership Agreement. I understand that the amounts debited from my account may vary based on additional amounts owed to FCTC in accordance with the terms of this agreement. I confirm that I am authorized under the terms of the applicable agreement with my financial institution to use the accounts designated herein for the purchase of goods and services from FCTC and agree to comply with my financial institution’s requirements at all times while this authorization is in effect. _____ (Member Initials)

Credit Card Number: _____ Expiration Date: _____

If different than name and home address above:

Billing Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants with respect to any aspect of a credit transaction on the basis of race, color, religion, national origin, sex or marital status, or age (provided the applicant has the capacity to contract). The agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Any holder of this consumer credit contract is subject to all claims and defenses which the member could assert against FCTC as a result of this contract. Recovery by the member shall not exceed the total amount paid by the member to FCTC pursuant to this contract. In the event FCTC closes and ceases doing business for thirty (30) days, you are no longer obligated to make payments under this Agreement.

PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT BEFORE SIGNING. YOU ARE ENTITLED TO AN EXACT COPY OF YOUR SIGNED AGREEMENT.

1. Parties. Charleston Tennis, LLC, d/b/a Family Circle Tennis Center (“FCTC”) and you agree that by signing this Agreement, you purchased a membership or services and agree to all the terms in this Agreement. The terms “you” and “FCTC” include heirs, estates, agents, representatives, officers, directors, shareholders, successors, affiliates, subsidiaries and employees. Both parties make this Agreement on behalf of, and it binds all these included persons and entities. ***It is your responsibility to notify FCTC of any change in your address, phone number or email address.***

2. Representations.
 - (a) Physical Condition & No Medical Advice. You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of the Facilities or participation in the Activities. As such, you acknowledge that FCTC did not give you medical advice before you joined and cannot give you medical advice after you join relating to your physical condition and ability to use the Facilities and participate in the Activities. If you have any health or medical concerns now or after you join, please discuss them with your doctor before using the facilities.
 - (b) Liability for Property. FCTC is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around FCTC’s premises, including, but not limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to the Facilities, you are liable to FCTC for its cost of repair or replacement. Abuse of equipment and fixtures, fighting, loud, profane, or otherwise obnoxious behavior, inappropriate physical conduct, and disrespectful behavior toward our staff or other members will result in immediate suspension and/or termination of membership, to be determined by FCTC.
 - (c) Entire Agreement and Enforcement. You acknowledge that neither FCTC nor anyone else made any representations or promises upon which you relied that are not stated in this Agreement. This document contains the entire Agreement between you and FCTC and replaces any oral or other written Agreement. If FCTC does not enforce any right in this agreement for any reason, FCTC does not waive its right to enforce it later.

3. Membership.
 - (a) General. Your membership permits you to use the Facilities and participate in the Activities. Your Membership Fees are for such access whether you use the Facilities and participate in the Activities or not. Your membership is subject to all current company policies, rules, and limitations. Your membership gives you no rights in FCTC, its management, property, or operation. FCTC can sell memberships at different rates and terms than yours.
 - (b) Membership Freeze. Your membership can be frozen for verified medical reasons and may be done at times of illness, injury, or medical condition. Your freeze will be limited to the time indicated by your physician. Minimum freeze period is one (1) month. Maximum freeze period is four (4) months. Delinquent members CANNOT freeze their membership.
 - (c) Non-Discrimination. It is the policy of FCTC not to discriminate against any person on the basis of race, national origin, ancestry, color, creed, religion, sex, sexual orientation, age, or disability.
 - (d) Changes to Membership Agreement. FCTC may, from time to time, make changes to this Agreement, other than to your guaranteed Monthly Membership Fee or Annual Membership Fee. Such revisions will be effective immediately, provided, however, such revisions shall, unless otherwise stated, be effective thirty (30) days after notice. Your continued use of FCTC Facilities and participation in the Activities shall constitute acceptance of these changes.
 - (e) Dispute Resolution. In the unlikely event that FCTC and/or Charleston Tennis, LLC is unable to resolve a complaint you may have to your satisfaction (or is unable to resolve a dispute with you after attempting to do so informally), the Parties agree to resolve such dispute through binding arbitration or small claims court rather than a court of general jurisdiction. For simplicity and fairness, arbitration will be conducted on an individual basis in accordance with the American Arbitration Association’s rules for consumer arbitration. By signing this agreement, you acknowledge and agree that you, FCTC and Charleston Tennis, LLC are each waiving the right to a trial by jury and the right to participate in a class action, either in court or in arbitration. This Dispute Resolution provision shall apply to this contract unless, within thirty (30) days of signing this contract, you notify FCTC in writing that you reject this provision. Such notification must be made in writing. Rejection of this provision shall have no effect on the remaining provisions of this contract.

4. Rules and Regulations. You agree to follow FCTC’s membership policies and club rules. FCTC may, in its sole discretion, modify the policies and any rule without notice at any time. All signs posted on the premises or any verbal communications shall be considered a part of the rules of FCTC. FCTC reserves the right to refund the pro-rated cost of unexpired services and terminate your membership immediately for violation of any membership policy or rule.

5. Default. You are in default if we do not receive payment of your Membership Fee from you within thirty (30) days after it becomes due. In the event of default, interest shall accrue on any unpaid balance at the rate of the lesser of 23% (twenty-three percent) per annum or the maximum legally permissible interest rate from the date any such payment is due. FCTC may suspend or revoke membership if any Membership Fees are delinquent for 30 days or more. Suspension or revocation of membership does not relieve the member of the obligation to pay any unpaid balance due under this Agreement.

6. Dues, Fees, Charges, and Taxes.
(a) Payment Authorization. You have full control over the payment authorization, and can stop it anytime by notifying FCTC as set forth in this Agreement or by notifying your bank or credit card company to stop. You are responsible for notifying your bank or credit card company of any error that appears on your bank or credit card statement in a timely manner. You must notify FCTC within 60 days of a claimed error on your bank statement or credit card statement. If you claim your Membership Fee deductions were not stopped when you told FCTC, you must have written proof or FCTC will not reimburse you for any deductions which you claim should not have been deducted.
(b) Charges and Taxes. FCTC has the right to add to your prepaid Annual Membership Fee or Monthly Membership Fee any tax imposed by the government.

7. **Member's Right to Cancellation:**

(a) You may cancel this contract by sending notice of your wish to cancel to FCTC before midnight of the third business day after you sign the Agreement. 'Business day' means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following:

161 Seven Farms Drive Daniel Island, SC 29492

Within thirty days of receipt of this notice, FCTC shall return any payments made and any note or other evidence of indebtedness. If you use FCTC's facilities or services, the center may deduct a reasonable fee from the payments being returned based on the actual fee paid divided on a pro rata share by the number of days used by the customer.

(b) In addition, you or your estate may also cancel the Agreement at any time by written notice to FCTC at the above address if the following circumstances occur:

(1) the member's death;

(2) substantial physical disability, certified by a physician, which makes it permanently impossible for the member to use the center's services;

(3) the customer's permanent relocation to a residence over fifty miles distant from an outlet operated by FCTC, if FCTC is unable to arrange for the customer's use of another FCTC location with equivalent major facilities and services.

FCTC may require presentation of information to substantiate that one of these circumstances has occurred.

If the Agreement is cancelled because of disability, death, or permanent change of residence, FCTC shall return any note or other evidence of indebtedness and unearned prepayments as follows: For each month that the Agreement was in effect, FCTC is entitled to the rate a month or a treatment which it would have charged if the Agreement had initially been one for the number of months or the number of treatments for which the Agreement was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the Agreement.

(c) The right of cancellation shall affect only the financial obligations under the Agreement and customer's right to use FCTC's physical fitness services.

8. Additional Terms and Conditions. ALL QUALIFIED REFUNDS OF ANNUAL DUES WILL BE MADE ON A PRO-RATA BASIS.
9. Severability. If any part of this Agreement is found to be invalid or unenforceable, that provision is severed from this Agreement and the remaining portions of this Agreement shall remain in full force and effect.
10. Notifications. By signing this Agreement, I authorize FCTC and its agents to contact me about its news, products, and services, including events, offers, and surveys. I will have the opportunity to opt out of future communications.
11. Change of Address. It is your responsibility to notify FCTC within a reasonable time after any change in your address. You shall send any notification to the address written above.
12. Force Majeure. If there is an Act of God, fire, or other natural disaster beyond the reasonable control of FCTC, and such event materially or adversely affects the ability of FCTC to perform the required obligations under this Agreement, FCTC shall be excused from performance and shall not be in default of any obligation hereunder to the extent FCTC's failure to perform such obligation is due to an Act of God, fire, or other natural disaster.
13. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina without regard to its conflict of law principles.
14. Parties. In this Agreement, the words you, your, and yours all mean persons signing this Agreement as a member. The words we, us, our, or FCTC means Charleston Tennis, LLC, d/b/a Family Circle Tennis Center, or any other entity to whom we may transfer this Agreement.

Family Circle Tennis Center
HOUSE ACCOUNT AGREEMENT

1. All food, beverage, merchandise and services of the FCTC charged to the member's house account will be billed monthly. The monthly billing cycle for dues and charges will close at the end of business on or about the 28th of the month. A member's bill will be charged in full to the credit card on file the last day of the month and shall be deemed delinquent if not paid within thirty days after the date of the monthly statement.
2. A member may maintain a house account with FCTC for the following charges:
 - a. Food and beverage
 - b. Merchandise
 - c. Private lessons
3. In order to obtain a house account, a member must supply FCTC with a credit card number that will be charged the full balance owed every 30 days.
4. If the house account of any member is delinquent, FCTC may at its option take whatever action it deems necessary to effect collection. If FCTC commences legal action to collect any amount owed by a member, or to enforce any other liability of a member to FCTC, and if judgment is obtained by FCTC, the member shall also be liable for all costs and expenses of the legal action and reasonable attorneys fees (including fees required in connection with appellate proceedings). FCTC also reserves the right to suspend and/or terminate membership privileges for failure to pay dues, fees, charges or any other amount owed to FCTC in a proper and timely manner. FCTC may, in its sole discretion, determine not to seek the termination of membership privileges. Such determination shall not be deemed a waiver of its rights to seek the termination of membership privileges at a later date or against any other member of FCTC.
5. A membership may be suspended or terminated by FCTC if, in the sole judgment of FCTC, the member:
 - a. Submitted false information on the Membership Application, which if had been truthfully disclosed, would have rendered the application ineligible for membership;
 - b. Submitted false information regarding an application for use privileges by a guest of the member;
 - c. Permits the unauthorized use of a member's house account;
 - d. Exhibits unsatisfactory behavior, deportment or appearance;
 - e. Fails to pay dues, fees charges or any other amount owed to FCTC in a proper and timely manner;
 - f. Fails to abide by the Rules and Regulations established for use of FCTC facilities;
 - g. Treats the personnel or employees of FCTC in an unreasonable or abusive manner;
 - h. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of FCTC or its members.
6. FCTC may restrict, suspend, or terminate, for cause or causes described in the preceding paragraph, any member's privilege to use any or all of the FCTC facilities. No member shall be entitled to a refund of any initiation deposit, dues, fees or any other charges on account of any such restriction, suspension or termination of membership privileges. During the restriction or suspension, dues, fees and other charges shall continue to accrue and must be paid in full prior to reinstatement as a member in good standing.
7. Any member of FCTC whose membership has been terminated for any reason other than the failure to meet eligibility for membership shall not again be eligible for membership nor admitted to use FCTC facilities, either accompanied or unaccompanied, unless otherwise permitted by FCTC.

Signature: _____ **Date:** _____

Printed Name: _____