



Seattle Badminton Club  
10858 117<sup>th</sup> Place NE, Kirkland WA 98033  
Email: [info@seattlebadminton.com](mailto:info@seattlebadminton.com) Phone: 425-889-5958

## MEMBERSHIP AGREEMENT

Membership # \_\_\_\_\_ Effective Date \_\_\_\_\_

### 1. MEMBER:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Gender: \_\_\_\_\_

Home Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Referred by: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Employer: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Spouse's Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Children's Names \_\_\_\_\_ M/F Date of Birth \_\_\_\_\_

Children's Names \_\_\_\_\_ M/F Date of Birth \_\_\_\_\_

Children's Names \_\_\_\_\_ M/F Date of Birth \_\_\_\_\_

Children's Names \_\_\_\_\_ M/F Date of Birth \_\_\_\_\_

Children's Names \_\_\_\_\_ M/F Date of Birth \_\_\_\_\_

### 2. MEMBERSHIP DUES:

**2.1 Monthly Dues:** This Membership Agreement between the Member, identified in section 1, above, and Seattle Badminton Club, Inc. (the "Club"). The type of the membership is identified herein –

☐ **Month to Month Contract**

☐ **Annual Contract**

☐ **Temporary**

☐ **Prepaid First 6 Months**

☐ **Adult**

☐ **Youth (U18)**

☐ **Couple**

☐ **Senior (60+)**

☐ **Family**

☐ **Full Time Student (18+)**

The initial dues rate of \_\_\_\_\_ per month/annum is payable in advance. A late fee will be applied for any past due payments. If the membership starts during the month, the monthly dues shall be pro-rated for the first month. Late payment and/or returned check shall constitute as violation(s) of the Club's rules. The Club may change membership dues under this Agreement by posting notice of such change in the Club at least 30 days in advance of such change.

**2.2 Initiation Fees:** Upon execution of this agreement, Member shall pay to the Club, an initiation fee of \$\_\_\_\_\_. The initiation fees are non-transferable.

**2.3 Renewal:** The Member acknowledges that unless notice of termination is given by either the Member or the Club in the manner provided herein in Section 2.4, the membership is automatically renewed on a month-to-month basis at the end of the initial term of this agreement and at the end of each subsequent renewed term, and the Member is responsible for the membership dues for the renewal period(s).

#### **2.4 Transfers, Cancellations and Suspensions:**

**2.4.1 Non-Transferable Membership:** Member acknowledges that the membership is non-transferable.

**2.4.2 Cancellation or Suspension by Member:** The Member may cancel or suspend this membership agreement at any time by providing Notice of Cancellation to the Club in the manner provided herein in Section 2.5. In the event that the Member cancel or suspend the membership, the Member shall remain responsible for any amount due to the Club and shall not be entitled to refund of any membership dues paid.

**2.4.3 Cancellation by Club:** The Club may terminate the Member's membership at any time. In the event that the Club terminates the Member's membership, the Member shall be entitled to refund of the pro-rated membership dues, except the Initiation Fees.

#### **2.5 Notice of Cancellation and Suspensions:**

**2.5.1 To the Club:** Member's Notice of Cancellation or Suspension to the Club shall be in writing and shall be received by Seattle Badminton Club by the 20th of the current month to cancel membership effective for the following month. The Notice of Cancellation must be mailed via registered mail to: Seattle Badminton Club, Attn. Membership, 10858 117<sup>th</sup> Place NE, Kirkland, WA 98033. Effective Date of a cancellation must be the last day of a calendar month and the Member is responsible for any monthly dues prior to the Effective Date.

**2.5.2 To the Member:** The Club reserves the right to suspend or terminate this membership in its sole and arbitrary discretion. Club's Notice of Cancellation and/or Suspension must be in writing and must be mailed via registered mail or hand delivery to the Member. Mailing Notice to the Member shall be effective by mailing to the Member's address identified herein above in Section 1.

**2.6 Late Fees & Charges:** The Member agrees to pay a finance charge of 1.5% per month (annual percentage rate of 18%) on any account balance thirty (30) days past due. Member further agrees that in the event that the account is in collection, to pay any fees and/or expenses that the Club incurs, including but not limited to reasonable attorney's fees, collection fees, and cost of collection. A twenty-five (\$25) dollar charge will be assessed for returned payments, insufficient funds, or stop payments.

### **3. USE OF FACILITIES:**

On the condition that the Member is in good standing with the Club, the Member shall be entitled to use the Seattle Badminton Club facilities during regular Club hours of operation. The Member's use of the facilities is subject to Member's adherence to the Club's rules and regulations.

Seattle Badminton Club reserves the right to close a portion of its facilities, or close the entire Club in its sole discretion. There shall be no membership dues abatement while the facilities are partially closed. The

membership dues shall be suspended ONLY IF the entire facilities are closed for a period over thirty (30) days. Seattle Badminton Club may elect to close the facilities permanently in its sole discretion. Failure to utilize Seattle Badminton Club facilities and/or services does not relieve member from liability for dues, fees and other charges incurred on members account.

#### **4. GENERAL TERMS:**

**4.1 Liability Waiver:** The Member specifically acknowledges that the use of the Club's facilities, including the use of any and all machinery, equipment, and apparatus designed for exercising and the use of the Club's facilities shall be at the Member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by the Club employees or agents, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be Member's entire responsibility, and the Club shall not be liable to Member or Member's family for any claims, demands, injuries, damages, or actions arising due to injury to Member's person or property arising out of or in connection with the use by Member of the services and facilities of the Club or the premises where the same is located. If Member brings any personal property onto the premises of the Club or onto the Club's parking area, Member takes such action at Member's sole risk. It is hereby understood that the Club is not responsible in any way for damage to or loss of any personal property which Member brings onto the premises of the Club or onto the Club's parking area, including but not limited to, losses due to theft, damage, or car accident. Member hereby holds the Club, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by Member, on Member's behalf, by Member's family, and Member's executors, administrators, and personal representatives for any such injuries or claims aforesaid and Member for himself and on behalf of his family, executors, administrators, and personal representatives does hereby forever release and discharge the Club, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this Agreement.

**4.2 Parental/Guardian Consent:** This section shall be applicable for family membership and/or membership which the Member is a minor. The undersigned persons are the parents or guardians of the Member in this membership agreement and make this agreement for the purpose of enabling the Member to use the Club facilities. The undersigned persons consent to the Member using the Club facilities and are aware of the risks involved in such use. The undersigned persons further agree that this consent shall constitute a bar to any recovery by them for any loss to them due to such use, including but not limited to loss of the Member's services or companionship or loss of or damage to any personal property. The undersigned persons hereby hold the Club, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by the undersigned persons, Member or on Member's behalf or by Member's family for any such injuries or claims aforesaid and the undersigned persons for themselves and on behalf of Member and his family, executors, administrators, and personal representatives do hereby forever release and discharge the Club, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses.

**4.3 Member Right to Cancel:** Notwithstanding any apparent contrary provision herein, the Member may cancel this contract by sending notice to Seattle Badminton Club before midnight of the third day after the Member signs this contract. This notice must be hand delivered to Seattle Badminton Club or sent registered mail to:

10858 117<sup>th</sup> Place NE, Kirkland, WA 98033. Within fifteen (15) days of receipt of this notice, Seattle Badminton Club shall return any payments made and any note executed by the customer in connections with the contract. If the Member uses Seattle Badminton Club's facilities or services, Seattle Badminton Club may charge the Member a fee based on days of actual use. The right of cancellation shall affect only the financial obligations under the contract and the customer's right to use Seattle Badminton Club's physical fitness service.

**4.4 No Other Agreements:** This agreement contains the entire membership agreement between Member and Seattle Badminton Club. No representations, warranties, understandings, or oral agreements between Member and Seattle Badminton Club will be enforceable unless in writing and signed by the Member and Seattle Badminton Club.

**4.5 Authorization for Release of Information:** By signing this Agreement below, the Member authorizes Seattle Badminton Club to verify the information contained in this membership application and agreement. Member further authorizes the Club to include the Member's name and address information in any Club directory.

**4.6 Acknowledgement:** The member who signs below has read and understood the terms of this Agreement, understands and agrees to be bound by the terms, and has received a complete and signed copy of the Agreement. Member also agrees to comply with all additional Rules and Regulations as set out by Seattle Badminton Club from time to time.

\_\_\_\_\_  
*Signature of Applicant(s) and/or on behalf of Minor Children*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Spouse and/or on behalf of Minor Children (in cases of Couple or Family Membership)*

\_\_\_\_\_  
*Date*

#### CLUB USE ONLY:

Initiation Fee: \$ \_\_\_\_\_  
Prorated Dues: \$ \_\_\_\_\_  
Prorated Sales Tax: \$ \_\_\_\_\_  
1<sup>st</sup> Month's Dues: \$ \_\_\_\_\_  
Applicable Sales Tax: \$ \_\_\_\_\_  
Others \$ \_\_\_\_\_  
Total Due: \$ \_\_\_\_\_

#### Method of payment at the signing of contract:

☐ Check ☐ Credit/Debit Card (VISA or Master Card Only) ☐ Cash

#### Monthly Dues Method of Payment:

☐ Credit/Debit Card (Charged on the 1<sup>st</sup> day of the month)

*Please complete below authorization for the applicable payment method.*

**AGREED AND ACCEPTED: Seattle Badminton Club, INC.**

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

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

#### Credit Card Authorization:

Cardholder Name \_\_\_\_\_



Billing address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_