

NOTICE TO MEMBER:

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED.

**Annual Agreement Paid In Full (\$280 for 12 months) or
Annual Agreement Paid in Full - Junior (\$160 for 12 months)**

This Agreement requires a minimum term of 12 paid months, from the Start Date to the Commitment End Date written above. One-time payments are due at the time the membership is placed on the account. The annual agreement is applicable to one-time payments.. After the Commitment End Date, your membership will automatically renew. Clubs' rules and regulations are subject to change. If changes are made members will be given a 15-day notice.

3 Month Agreement (\$140 for 3 months)

This Agreement requires a term of 3 paid months. A one-time payment must be made at the time the membership is placed on the account. Payments cannot be split monthly. Membership can not be placed on hold.

1 Month Agreement (\$60 one-time payment)

This Agreement requires a term of 1paid month. A one-time payment must be made at the time the membership is placed on the account.

Membership Terms applicable to ALL Quad City Tennis Club Memberships

Membership agreements/contracts will be billed on an annual recurring basis.

All Membership agreements/contracts will automatically renew unless a written end of contract termination letter is received at least 15 days prior to the contract end date.

There are NO membership holds for any reason.

A credit card/debit card must be on file for all members. Any account without a credit/debit card on file could be subject to an additional monthly processing fee.

Members have until the 5th of each month to settle up any past due balances. If an account has a past due balance of \$5 or more past the 5th day of each month, they are subject to late fees for every week a balance remains on their account.

Should a member choose to terminate their contract before the contract end date, they will be subject to a \$99 reactivation fee as well as any remaining balance before they are permitted to sign another membership contract with the Quad City Tennis Club.

Club Membership:

This club membership contract shall be considered binding upon the Member and Quad City Tennis Club and shall be upheld and enforced in accordance with the laws of Illinois. Any legal proceedings related to this membership contract shall take place in courts located in Rock Island County Illinois.

This agreement shall remain in effect until one or more of the following occur:

Members fail to meet any requirements of membership.

Agreement term lapses without further terms or agreements added.

Company files for bankruptcy or ceases to do business.

The term of this contract is 12 months and automatically renews on the anniversary date.

Use of Club:

Your membership is a contractual privilege to use the Club facilities, equipment, and services, and participate in Club sponsored activities, programs, and events offered from time to time by the Club to your type of membership during the Club's published hours of operation. The Club reserves the absolute right without notice to add, change or eliminate any Club Facilities or membership types and to change its hours of operation. Your membership does not entitle you to any interest or ownership in the Club or its property and confers no right to participate in the management or operation of the Club. The membership types, the amount of initiation fees, dues, and other charges

payable by the members, the suspension and termination of members, and all other matters affecting or relating to your membership shall be at the Club's sole discretion.

Members must check in at the Front Desk each time they enter the Quad City Tennis Club. Each member will be issued a member barcode that is accessible via the *Court Reserve* mobile app and this barcode must be shown at the entry of the club. Membership may be denied if you are unable to provide adequate identification.

The Member hereby agrees to abide by all posted safety guidelines and regulations while using Quad City Tennis Clubs facilities and equipment. Additionally, the Member agrees to dress and conduct themselves in a manner deemed appropriate for the tennis facility. By signing this you also agree to read, review, sign and also agree to the terms of our liability waiver and code of conduct.

The Member shall not consume drugs, alcohol, or tobacco products on Quad City Tennis Club property. Quad City Tennis Club reserves the right to revoke the Member's access if these terms are violated.

Membership Fee:

Membership Payments. You agree to pay the initiation fee (if applicable) and annual dues rate set forth on the front of this Agreement. Any incurred monthly and house charges shall be debited from your account through the electronic funds transfer system on a monthly basis (last day of the month) and reflect the prior month's charges. Except as stated in this Agreement, all membership fees, dues, and other payments are non-refundable. You shall not be relieved of your obligations to make any such payments and no deduction or refund of dues shall be made for your failure to attend or use the Club Facilities due to vacation, travel, or other personal commitments.

Adjustment to Dues Rates and Other Fees. Quad City Tennis Club class and court rates, charges, and fees for services are subject to change, as deemed necessary by the Club. The Club may increase dues / rates at any time.

Please remember to inform the Club Front Desk of any address, personal contact information, or payment changes.

A charge of \$75 will be made for any checks returned due to insufficient funds.

Refunds:

There will be no reimbursements for any reason. There are no monetary refunds, and the Quad City Tennis Club will not prorate for any amount of time throughout the month where members aren't able to attend the club. For any reason a refund needs to be given, it will be in the form of an account credit and will be subject to Club Director and/or owner's transgression.

Payment:

The Quad City Tennis Club operates on a "Pay as You Play" system. The "Pay as you Play" System requires players to pay upon arrival for any services offered by the Quad City Tennis Club. Players may choose to pay via an in house account. Should players choose an in-house account, they must:

Have a credit card on file

Agree to use that payment method to pay for any incurred charges

Agree to have their card on file charged on the last day of the month for any incurred charges throughout the month.

In-house account payments, plus applicable sales tax will be charged on the last day of the month. The Club will draft your in house via Electronic Funds Transfer" EFT" or your designated credit card on file on the last day of each month for the term of this Agreement or until you provide written notice to the Club to stop such deductions. Additionally, you agree to pay for any ancillary purchases that are charged to your Club membership house-account, and all service charges, late fees, and other amounts due under this agreement.

Missed and/or Overdue Payment Procedure:

All payments more than ninety (90) days overdue may incur additional legal and collection charges for which the member will be responsible. Your debt may be sold to a third-party debt collection agency.

Cancellation of This Agreement by Member:

You may cancel this agreement without any penalty or further obligation within three (3) days from the date of this agreement. Notice of Cancellation shall be in writing, certified mail, or personal written delivery to The Quad City Tennis Club, 1522-47th Ave, Moline, Illinois 61265. If you cancel your membership and wish to rejoin within 12 months, you will be subject to a \$99 reactivation fee.

If a member wishes to cancel their membership outside of this three (3) day window they must notify the club in writing, certified mail, email to: info@quadcitytennisclub.com, or personal written delivery to The Quad City Tennis Club, 1522-47th Ave, Moline, Illinois 61265. If you cancel your membership you will be subject to a \$99 administration cancel and/ or administration cancelation/reinstatement fee.

QCTC does not refund the monies remaining on the contract.

Cancellation Merchant Service Fees:

You may cancel on 15 days' written notice. (If there is not enough money in the account when fees are due: Your bank or credit provider may charge you a fee for overdrawing your account. As well as our third-party Biller, and the biller's administration fees.

Canceling Within the Agreement Term:

Canceling within the agreement term for medical reasons: You can cancel your membership in the agreement term if you contract a serious illness or permanent physical incapacity which is confirmed by a doctor we reasonably agree to and you pay the one (1) month departure processing fee. Your cancellation fee will be waived under these terms however, you may be subject to a member reinstatement fee if you decide to rejoin at a later date.

Canceling within the agreement term due to permanent relocation: You can cancel your membership in the agreement term if you relocate outside of the greater Quad City area and you pay the one (1) month departure processing fee. Your cancellation fee will be waived under these terms however, you may be subject to a member reinstatement fee if you decide to rejoin at a later date.

Canceling in the agreement term for other reasons: You can cancel for your convenience if you pay the remaining balance of your 3, 6, or 12-month agreement. One-time payments for non-medical reasons or without management approval will not be refunded.

Cancellation by the Club:

The Club may suspend or cancel your membership at any time for (1) failure to pay your monthly dues and other charges when due; (2) any other breach of this Agreement; or (3) any violation of the Guidelines or other rules and regulations of the Club. The Club also has the right to cancel your membership at any time without cause. You will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. No refunds shall be made for membership dues and other charges except as specifically provided for in this Agreement.

Lost Articles:

Quad City Tennis Club assumes no responsibility for lost or stolen articles. Lost and found articles not claimed will be donated to charity.

Photo/Video Release:

Photos may be taken during the program for educational and marketing purposes. All Quad City Tennis Club grounds are subject to audio/video surveillance.

If a player does not want their photo shared in any marketing, social media, or online platforms, they must inform the Club Director via a written notice. Not all requests may be granted.

Live Streaming:

Court Cameras are on each court and livestream classes and events on the Quad City Tennis Club Facebook Page. Please advise the Quad City Tennis Club Front Desk if you object to our live streaming policies with written documentation. Not all requests may be granted.

On Court Professionals

By registering or participating, the registrant understands that individual accident insurance is not provided for QCTC/QCTA programs and agrees to adhere to program rules. Any QCTC participant or member does hereby, for themselves, heirs, executors, and administrators, and all QCTC staff waive, release, and forever discharge any and all rights and claims for damages that they may have or may hereafter accrue to them arising out of or, in any way connected with their participation in QCTC/QCTA programs.

Quad City Tennis Club On Court Professionals are not employees of the Quad City Tennis Club. QCTC is not responsible for any liability associated with on-court professionals.

Attorney Fees:

If any action, suit, or other proceeding is brought relating to the enforcement or interpretation of this Agreement, the prevailing party shall recover all of such party's reasonable fees and expenses, including attorneys' fees and expenses incurred in connection with such action. This section shall not be deemed to provide for the award of attorneys' fees for personal injury, or non-contractual claims.

I HAVE READ AND UNDERSTAND THIS CONTRACT AND A COPY IS RETAINED ON FILE ONCE SIGNED AND DATED BELOW.

Members agree to abide by the Tennis Club Rules and Policies posted at the Club. Violation of any Rule or Policy may, at the option of the Tennis Club, result in cancellation of membership, or temporary suspension from the Club. If a Member or Participant refuses to sign the Liability Waiver, Code of Conduct or Membership agreement, they forfeit their right to access any club resource, facility or activity on Quad City Tennis Club grounds or any event associated with the Quad City Tennis Club. The Tennis Club makes no claims concerning the safety of the use of the facility or equipment by Members or guests. The Member represents that he/she (and his/her family, if a family membership) has had a medical examination and is in good physical health required to play tennis and/or pickleball and participate in training or activities at the Club. The Member understands that injury or harm can result from any sport or physical activity, and knowingly and voluntarily accepts full responsibility and all risk for any injury or health problem suffered by the Member (and his/her family, if a family membership) at the Tennis Club, or at activities sponsored by the Club. The Tennis Club does not provide primary medical insurance for Members, or his/her family or guests. The Member represents that he/she has appropriate medical insurance in the event of medical and ambulance services that are required as a result of injury or health problems suffered at the Tennis Club, or at Club-sponsored activities. The Member agrees that the Tennis Club, its officers, and/or employees shall not be held liable or responsible for any injury, health issue, emergency assistance, or harm that may result from the use of the Club's facilities or equipment, and/or participation in Club activities. Regarding its services, the safety of sport or activities, or otherwise, the Tennis Club makes no warranties--expressed or implied.