



ROCKY MOUNTAIN TENNIS CENTER

MEMBERSHIP AGREEMENT

THIS AGREEMENT (“Agreement”) between RMTC-Louisville, LLC, 1326 S. 96th Street, Louisville, CO 80027, a Colorado limited liability company (hereinafter “RMTC-Louisville”) and the undersigned (hereinafter “Member”) is made as of the date this Agreement is accepted by RMTC-Louisville (hereinafter “Effective Date”). RMTC-Louisville is a for-profit company that operates a private membership tennis club and a tennis academy open to the public doing business as Rocky Mountain Tennis Center (hereinafter “RMTC”) at 1326 S. 96th Street, Louisville, CO 80027. For purpose of this Agreement RMTC-Louisville and RMTC shall be considered the same entity.

The undersigned hereby agrees to become a Member of RMTC and RMTC agrees to such membership under the terms and conditions set forth below. Member shall have the right to use the RMTC’s facilities located at 1326 S. 96th Street, Louisville, Colorado (hereinafter “Facilities”) during regular business hours from 6:00am to 10:00pm daily excluding holidays and special events, subject to and in accordance with the terms of this Agreement, RMTC Policies and Rules, and such reasonable rules and regulations concerning the Facilities and for the general benefit of both RMTC and Members that RMTC may establish from time to time. RMTC retains the right to modify RMTC’s business hours as may be necessary from time to time. Member shall select a RMTC membership level from among those described on the attached Membership Levels and indicate that selection in this Agreement. The membership levels, privileges, and limitations are subject to modification, as RMTC deems advisable.

MEMBER

A “Member” shall mean any person holding an authorized membership in RMTC, whose membership is in good standing according to the terms and conditions set forth below.

MEMBERSHIP LEVELS

For purposes of this Agreement the following definitions shall apply:

“Individual” means a person of at least 18 years of age,

“Couple” means two Individuals who are married or similarly cohabitating; but specifically excludes persons living together as roommates,

“Family” means an Individual or Couple and their Minor Child(ren).

“Minor Child” means one who is under age 18 and is the adopted, biological child or legal ward of the Individual or Couple. A Minor Child also includes Minor Child(ren) between the ages of 18 and 23, who is (are) a full-time student(s), and financially dependent on the Individual or Couple.

“Senior” means a person seventy (70) years of age or older.

Membership Levels are defined as follows:

Junior	Players ages 14-18 who want to participate in RMTTC’s tennis programs and have access to all Facilities’ amenities. Junior membership requires the sponsorship of an adult who will be financial responsible. The adult does not have to be a Member of RMTTC.
Associate	An Individual age 19-32. Associate Members receive full membership privileges and are financially responsible for their RMTTC account.
Individual	An individual 33 years of age or older with full RMTTC privileges.
Couple	Two Individuals who are married or similarly cohabitating or one parent with one child under the age of 24 with full membership privileges. Couple Membership does not cover persons living together as roommates.
Family	An Individual or Couple and their children with full membership privileges. The Family’s children must be under the age of 24, and be a biological child, adopted, or legal wards of the Individual or Couple.
Senior	An Individual who is 70 years old or older with full membership privileges
Senior Couple	A married or cohabitating Couple who are both 70 years or older with full membership privileges.
Social	A year-round membership for an Individual or Couple with access to all Facilities’ amenities except for indoor and outdoor tennis.
Summer Pool	A five month membership offered from May 1st to Sep 30 and includes access to all the Facilities’ amenities except for indoor and outdoor tennis.

INITIATION FEE

At the time Member executes and delivers this Agreement, Member shall pay to RMTTC the applicable Initiation Fee set forth on the attached Membership Level schedule. Initiation Fees are non-refundable unless Member terminates membership within 30 days of the Effective Date of this Agreement or rescinds this Agreement as provided below.

Initiation fees paid by a Member prior to RMTTC opening for business are held in escrow by RMTTC until the Louisville location opens for business but not later than April 30, 2013. No interest will be paid on the funds held in escrow. If RMTTC has not opened for business by April 30, 2013, RMTTC shall notify all Members of the projected opening date and they shall have 30 days to exercise their option to cancel their membership and receive a full refund of their Initiation Fee. Once RMTTC begins operations at the Louisville site, initiation fees become non-refundable and non-transferable.

MEMBERSHIP DUES

Membership monthly dues, as set forth in the attached Membership Level schedule (“Monthly Dues”), are payable in advance by the 20th of the month (“Due Date”) for the current month of membership. Monthly Dues are payable whether Member uses the Facilities or not unless the Member becomes inactive as defined below. Member agrees that Monthly Dues are subject to change at any time at RMTC’s sole discretion. Member’s rights hereunder shall be automatically suspended if the Monthly Dues are not paid in full by the Due Date, and a late fee of \$35.00 per month shall be added to the amount due. If payment of the Monthly Dues and late fee are not received within 30 days after the Due Date, RMTC may suspend Member’s membership privileges. Reinstatement of Member’s membership privileges will occur upon receipt of payment in full of outstanding Monthly Dues and late fee(s). RMTC may require that Member arrange for his/her account to be paid by automatic electronic funds transfer as a condition of reinstatement.

Members who join RMTC under the terms of the Charter Membership program are guaranteed that their Monthly Dues will not be increased for the first two years of RMTC’s operation of the Louisville site, and if Monthly Dues are lower than the estimated Monthly Dues plan, they will be charged the lesser amount. Monthly Dues will commence the first day of RMTC opens for operation and will be pro-rated accordingly.

CHANGE IN MEMBERSHIP LEVEL

A Member may upgrade his/her membership level by submitting a Change of Membership form and payment to RMTC of an amount equal to the difference between the Initiation Fee for Member’s current level and the Initiation Fee for the new membership level as listed in the current Membership Level schedule, and payment of the next month’s Monthly Dues for the new membership level prior to the 20th day of the month preceding the month the membership level change is to become effective.

A Member may downgrade his/her membership level by submitting a Change of Membership form and payment to RMTC of an administrative downgrade fee of \$35.00 prior to the 20th of the month preceding the month the membership level change is to become effective.

INACTIVE MEMBERSHIP

A Member shall have the right to become an inactive Member by providing written notice to RMTC not later than the 20th day of the month with said request becoming effective on the 1st day of the following month under the following conditions:

- a. **Business.** Member may become inactive for a minimum period of six (6) months and up to one year if the Member is temporarily relocated out of the Boulder/Denver for business reasons provided that Member submits a letter to that effect from Member’s employer. Member may extend their inactive status beyond a year indefinitely by paying an annual inactive fee of \$250.00 on the anniversary of the day their inactive status become effective.
- b. **Medical.** Member may become inactive for the duration of any illness, injury, or disability which results in Member being unable to use the Facilities. An inactive membership due to medical reasons must be at least three months in duration and the request must be accompanied by Member’s physician’s written statement of the nature and extent of the illness, injury, or disability. To maintain an inactive membership for medical reasons beyond the initial 3 month period, Member must provide updated physician’s statements every three months.

When a Member becomes an inactive Member, his/her Monthly Dues and use of the Facilities are suspended. Re-instatement to full membership privileges occurs upon receipt of a written request for re-instatement from the Member and Member will be charged for a full month of Monthly Dues for the month the reinstatement occurs. Inactive membership Monthly Dues are not prorated.

REJOINING MEMBER

A previous RMTC Member who has voluntarily withdrawn from membership and was in good standing at the time of withdrawal may rejoin RMTC and receive a 25% reduction in the current Initiation Fee for the selected membership level, subject to acceptance by RMTC.

MEMBERSHIP TERM

The Term of this Agreement shall be month-to-month and shall continue from the Effective Date until terminated by RMTC, Member or as provided for herein.

MEMBERSHIP TERMINATION

Member may terminate this Agreement by submitting written notice not later than the 20th of the month preceding the first month of the termination. Member's notice of termination must be hand-delivered to the RMTC or mailed postage prepaid by certified mail, return receipt requested, and shall be effective at the end of the month in which notice is received by RMTC (if received on or prior to the 20th). All membership cards must be returned to RMTC on or before the effective date of termination and Member's account paid in full including any late fee(s), in order for the termination to become effective.

RMTC, at its sole discretion, may terminate this Agreement for any failure by Member to comply with the terms herein or any violation of RMTC Policies and Rules or for any conduct determined in RMTC's sole discretion to be inappropriate or detrimental to any other Member, RMTC, or Facilities. RMTC shall provide Member with written notice of termination to include an effective date and an account statement of funds due RMTC. Member shall have 30 days from the effective date of termination to make payment in full of all outstanding dues, charges and late fee(s). Account balances that are not paid within 30 days will be charged the greater of \$100 or 15% of the unpaid balance for each 30 days the account is not paid in full.

MEMBERSHIP POLICIES AND RULES

Member agrees to abide by all rules, regulations, and policies that are promulgated by RMTC including without limitation RMTC Membership Policies and Rules attached hereto or subsequently amended and all posted rules, regulations, and policies ("RMTC Rules"). In addition Member, Family Members, and any guest of Member ("Guest") shall follow all directions and instructions of RMTC personnel. RMTC Rules may be amended from time to time by RMTC. The failure of any Member, Family Member, or Guest to adhere to RMTC Rules after one warning by RMTC personnel may result in the immediate suspension of Member's membership privileges until RMTC at its sole discretion agrees that appropriate corrective action has been taken. RMTC at its sole discretion may terminate a membership for a violation(s) of RMTC Rules.

MEMBER CHARGING PRIVILEGES

Unless otherwise directed by the Member, the Member shall be granted account charging privileges for the purchase of court time, clinics, food and beverages, merchandise and services. In order to activate charging privileges, Member must complete a Billing Agreement and is responsible for maintaining current payment information on file with RMTC. See the Billing Agreement for a complete list of terms and conditions.

DAMAGES TO FACILITIES, MEMBER'S PROPERTY

Member shall be fully responsible for all damage to the Facilities by him/her, Family Member(s), or any Guest(s). RMTC shall not be responsible for theft or loss of, or damage to, any property belonging to any Member, Family Member, or Guest.

LIABILITY WAIVER, INDEMNITY AND RELEASE

Each Member and his/her respective Family Members and Guests shall execute the attached Liability Waiver, Indemnity, and Release (the Liability Waiver, Indemnity, and Release) as a condition to the use of the Facilities. Each Member shall execute the attached Liability Waiver, Indemnity, and Release on behalf of any Child(ren) or persons under the age of 18 for which Member has a legal responsibility pursuant to this Agreement.

THE UNDERSIGNED MEMBER, ON BEHALF OF MEMBER, HIS/HER FAMILY, CHILDREN AND GUESTS, HEREBY RELEASES, INDEMNIFIES AND HOLDS HARMLESS RELEASED PARTIES ("RELEASED PARTIES" DEFINED AS COLORADO TENNIS FACILITIES LLC, ROCKY MOUNTAIN TENNIS CLUBS LLC, RMTC-LOUISVILLE, LLC AND THEIR RESPECTIVE SHAREHOLDERS, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGEMENT, STAFF, EMPLOYEES, AND AGENTS) FROM AND AGAINST, AND WAIVES ANY AND ALL LIABILITIES OR CLAIMS OF ANY TYPE OR NATURE ARISING BY REASON OF, OR IN CONNECTION WITH, THE USE OR OPERATION OF THE FACILITIES BY MEMBER, MEMBER'S FAMILY, CHILDREN OR GUESTS, INCLUDING, WITHOUT LIMITATION, ANY LIABILITIES OR CLAIMS FOR DAMAGE, LOSS, PHYSICAL OR MENTAL INJURY, OR DEATH. IN THE EVENT IT BECOMES NECESSARY FOR RELEASED PARTIES TO DEFEND ANY ACTION ARISING BY REASON OF, OR IN CONNECTION WITH, ANY ACTION SEEKING TO IMPOSE LIABILITY ON RELEASED PARTIES ARISING BY REASON OF, OR IN CONNECTION WITH, THE USE OR OPERATION OF THE FACILITIES BY MEMBER, MEMBER'S FAMILY, CHILDREN OR GUESTS, MEMBER SHALL PAY ALL COURT COSTS, WITNESS FEES, EXPERT WITNESS FEES, AND ATTORNEY'S FEES, INCURRED BY RELEASED PARTIES IN EFFECTING SUCH DEFENSE IN ADDITION TO ANY OTHER SUMS WHICH RELEASED PARTIES MAY BE CALLED UPON TO PAY BY REASON OF THE ENTRY OF ANY JUDGMENT, ASSESSMENT, BOND, WRIT OR LEVY AGAINST RELEASED PARTIES IN THE LITIGATION OR ACTION IN WHICH SUCH CLAIMS ARE ASSERTED. THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS LIABILITY WAIVER, INDEMNITY, AND RELEASE APPLIES TO ALL PRESENT INJURIES AND/OR DAMAGE AND TO ALL INJURIES OR DAMAGE THAT MAY BE DISCOVERED OR INCURRED IN THE FUTURE, AND THAT IT BINDS MEMBER'S RESPECTIVE HEIRS, EXECUTORS, AND ADMINISTRATORS.

NO OWNERSHIP OR INTEREST

Membership in RMTC does not confer or include interest of ownership, or right to govern or control the affairs in RMTC-Louisville LLC or its parent company, Rocky Mountain Tennis Clubs LLC, or interest in any of their assets or the Facilities. No Member may sell or transfer his or her membership. Memberships are non-assignable.

RIGHT OF RECISSION

Member shall have the right to rescind this Agreement by written notice delivered to RMTC's place of business either by hand delivery or by certified mail, return receipt requested, anytime within three (3) business days after receipt by Member of a copy of this signed Agreement. For purpose of this provision, notice of rescission is considered given by the date the certified mail is postmarked or the day notice is hand delivered to RMTC's place of business.

EFFECTIVE DATE

Unless amended by written agreement, this Agreement shall become effective the day RMTC receives an executed Membership Agreement, payment of the Initiation Fee, and notice that this Agreement is accepted by RMTC.