



Membership Contract

Member Name _____

Address _____ City _____ State ____ Zip _____

Home Phone _____ Cell _____ Work _____

E-mail _____

This Contract is for the Membership chosen below:

ANNUAL MEMBERSHIP (for 33 week season)			
Adult Single	\$150	(19 and over)	\$ _____
Junior	\$ 35	(18 and under)	\$ _____
Family	\$300	(parents and children)	\$ _____
Pickle Ball	\$ 50		\$ _____
SEASON CONTRACT PRICING			
Weekday (8-1 PM)	_____ hours @ \$30/hour		\$ _____
Weekday (1-4PM)	_____ hours @ \$26/hour		\$ _____
Evenings (4-10PM)	_____ hours @\$36/hour		\$ _____
TOTAL DUE ON SIGNING*			\$ _____*

ADDITIONAL COURT RATES NOT INCLUDED in MEMBERSHIP

Weekday AM (8AM-1PM)	\$34 per hour
Weekday AFT (1PM-4PM)	\$30 per hour
Evenings (4-10PM)	\$44 per hour
Weekends (8AM -8PM)	\$38 per hour
Juniors (18 and under)	\$26 per hour

Membership is to The Tennis Club of PA, 4880 Buchanan Trail East, Waynesboro, PA 17268.

Member agrees 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 expulsion from the Club.

The Tennis Club makes no claims concerning the safety of the use of the facility or equipment by Members or guests.

Member represents that he/she (and their family, if a family membership) has had a medical examination and is in good physical health required to play tennis and participate in training or activities at the Club. Member understands that injuries or harm can result from any sport or physical activity, and knowingly and voluntarily accepts full responsibility and all risk for any injuries or health problem suffered by Member (and their 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 their family or guests. Member represents that he/she has appropriate medical insurance in the event that medical services are required as a result of injury or health problem suffered at the Tennis Club, or at Club sponsored activities.

Member agrees that the Tennis Club, its officers, employees shall not be held liable or responsible for any injury, health issue, or harm that may result from the use of the Club facilities or equipment, or participation in Club activities, unless caused intentionally or by the gross negligence of the Club or its employees.

The Tennis Club makes no warranties, express or implied, regarding its services, safety of sport or activities, or otherwise, and Member's sole remedy in the event of a breach by the Tennis Club is cancellation of the membership.

Pennsylvania Health Club Act Provisions

1. The date on which the Member signed this Contract is set forth next to his/her signature below.
2. The Member may cancel this contract without penalty within three business days of its signing and receiving a fully completed copy thereof. Upon receipt of notice of cancellation under this paragraph, the Tennis Club shall refund all moneys, including any initiation fee, paid under the contract.
3. If the Tennis Club facility temporarily closes for 30 days or less, the Member shall receive an extension of the membership term equal to the period during which the facility is closed.
4. The Member can cancel the contract if the Tennis Club facility closes for more than 30 days and the Tennis Club fails to provide a comparable facility within ten miles of the location designated in the Tennis Club contract. Upon receipt of notice of cancellation under this paragraph, the Tennis Club shall refund to the Member all moneys paid in excess of an amount computed by dividing the full contract price, including any initiation fee by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term.
5. The Member may extend the membership term of the contract at no additional cost for a period of time equal to the duration of a disability where the Member has a disability which precludes the Member from using one-third or more of the Tennis Club facilities for a period of less than six months and the disability is verified by a physician.
6. The Member or his legal representative may cancel the contract if the Member dies or becomes permanently disabled. A permanent disability means a condition which precludes the Member from using one-third or more of the facilities for six months or more and the condition is verified by a physician. Upon receipt of notice of cancellation under this paragraph, the Tennis Club shall refund to the Member all moneys paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a predetermined fee not exceeding \$100, or, if more than half the life of the contract has expired, a predetermined fee not exceeding \$50. In the case of permanent disability, the Tennis Club may require the Member to submit a physical examination by a physician agreeable to the Member and the Tennis Club. The additional cost of the examination shall be borne by the Tennis Club.
7. The Member may cancel the contract if the Member moves more than 25 additional miles from the Tennis Club and is unable to transfer the contract to a comparable facility located within five miles of his new residence. Upon receipt of notice of cancellation under this paragraph, the Tennis Club shall refund to the Member all moneys paid in excess of an amount computed as of the date of relocation by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a predetermined fee not exceeding \$100, or, if more than half the life of the contract has expired, a predetermined fee not exceeding \$50.
8. To cancel a contract pursuant to paragraph (2), (4), (6) or (7), the Member shall notify the Tennis Club of cancellation in writing, by certified mail, return receipt requested, or by personal delivery to the address specified in the Tennis Club contract; that all money to be refunded upon cancellation of the Tennis Club contract shall be paid within 40 days of receipt of the notice of cancellation; and that, if the Member has executed a credit, lien or automatic funds transfer agreement with the Tennis Club to pay for Tennis Club services, any negotiable instrument of credit or lien agreement executed by the Member shall also be returned and any automatic transfer shall be canceled within 40 days after the cancellation.
9. The Member may cancel this Contract any time before the Tennis Club provides the Member with a signed copy of this Contract.
10. The term of this Contract is 12 months; full services are available during the 34 week indoor tennis season.

Member Initials _____

NOTICE OF BUYERS RIGHT

BUYER'S RIGHT TO CANCEL

If you wish to cancel this contract, you may cancel by delivering or mailing by certified mail, return receipt requested, written notice to this Tennis Club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before 12 midnight of the third business day after you sign and receive a copy of this contract. The notice must be delivered or mailed to: The Tennis Club of PA, 4880 Buchanan Trail East, Waynesboro, PA 17268. In some cases you may also cancel this contract if you signed it before the Tennis Club facility was completed, if the club moves or goes out of business, if you become permanently disabled or if you move from the area. If you cancel, the Tennis Club may be entitled to a certain portion of the contract price. If the Tennis Club goes out of business or refuses to give you a refund, there may be a bond of letter or credit under which you are entitled to collect. For details, read your contract carefully. Enforcement of the Health Club Act is by the Attorney General of the Commonwealth of Pennsylvania or the district attorney of the county in which the Tennis Club is located. You may also bring a private cause of action. If your rights are violated, you may contact the State Bureau of Consumer Protection or your local district attorneys.

NOTICE OF CLAIMS AND DEFENCES

Any holder of this contract or note is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the health club at which the contract is entered into ceases operation and fails to offer a comparable alternate location within ten miles.

I HAVE READ AND UNDERSTAND THIS CONTRACT, AND WAS GIVEN A COPY WHEN I SIGNED ON THE DATE BELOW.

Member Signature _____

Date _____

Accepted by: _____
The Tennis Club of PA

Date _____