

# **New Member Application Form**

For Office Use: Start date
M Type:
Amt:
QB
FT
FT Welc
FT pass
Roster
Roster BD
Proc by:

NAME						
DATE						
PHONE hon	ne:		cell:			work:
E-MAIL						
<b>BIRTHDAY</b>	(including ye	ear)				
AVAILABII	LITY					
How did you	ou hear about	us?				
• What are y	our expectation	ons of our C	lub?			
<ul> <li>How would</li> </ul>	d you like Cha	abot to help	you with yo	ur tennis go	als?	
<ul><li>How many</li><li>Please circles</li><li>Singles</li></ul>	times a week times a week le all you are Doubles  1/2 hour free e	are you play would you interested in Lessons	ring?like to play?: : Clinics ith one of ou	Teams  or Pro, after	Events which will	Tournaments be provided with a list of
EVALUATI Date & time of Pro evaluatio Suggested bu	of evaluation: n; Level of pl	ay:				

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# **Chabot Canyon Racquet Club** 7040 Chabot Road, Oakland, CA 94618

## **Membership Policy and Dues Structure**

Prospective New Member of the Chabot Canyon Racquet Club ("Club"):

The following Membership Policy and Dues Structure is currently in effect for the Club:

• There are two Classes of Membership: Voting and Non-Voting. Voting Memberships become participants in the ownership and operations of this member-owned Club and have voting privileges as provided in the Corporation By-Laws. Becoming a Voting Member requires the payment of an initiation fee currently established at \$2,000.00 for individuals and \$3,500.00 for families. Memberships are only available from the Club and cannot be sold or resold privately. At the time a member retires from the Club, that membership reverts to the Club subject to a possible redemption payment to the retired member pursuant to Board policy and the By-Laws. In general, redemption payments will only be made after the Club has reached a level of 200 Voting Memberships and then only if the Club is able to resell the retired Voting Memberships (the first membership to retire would be the first one to be sold). Below is a summary of the Current Membership structure and monthly dues. You should also read the Membership Application, the Club General Policies, and the Club By-Laws prior to joining the Club and paying any fees.

#### • Current Dues Structure:

Voting Membership Monthly Dues

Subclasses: Single \$104

> \$187 (+\$15 per person over 3 in household) Family

**Inactive Single Family Member** \$50 **Inactive Family** \$90

Non-Voting Membership Monthly Dues Subclasses: Single \$132

**Inactive Single** \$50

Chabot does not offer a family membership for Non-Voting Members.

- Current Voting Membership Initiation Fee: Voting Memberships will require the payment of a \$30 application fee and a one-time payment of an initiation fee, subject to possible Club redemption after resignation in accordance with the Club By-Laws, less a transfer fee of 20%. The Initiation Fee to be charged is \$2,000 for all Voting Single Membership subclasses and \$3,500 for all Voting Family Memberships. Voting members must also pay the first month's dues at time of joining the Club.
- Current Non-Voting Membership Initial Payment Requirements: Non-Voting Memberships require payments of an application fee of \$30, first month dues (\$132) and an initiation fee (\$250) at the time of joining the Club (total is \$412). In the event a Non-Voting Member decides to retire from the Club, they are asked to provide two months notice and the account should be current with a zero balance. All fee mentioned above are non-refundable.
- Membership Acceptance and Application Process: Membership applications for either Class of Membership will be accepted whenever the total memberships of all Classes and Subclasses is less than 250 or approved by the Board. Whenever total memberships of all Classes and Subclasses equals or exceeds 250, applications for Non-Voting membership shall not be accepted, except if approved by the Board. Prospective members may then join only as Voting Members. A dated waiting list will be maintained and in the event that total memberships again fall below 250, or if approved by the Board, prospective applicants who would like to then join as Non-Voting Members will be contacted in the order that they appear on the waiting list. Consideration for either Class of Membership requires the completion of the Club's Membership Application form and the payment of a \$30 non-refundable application fee.
- Special Offer to Current Non-Voting Members: Existing Non-Voting Memberships may convert to an Voting Membership by making a 20% down payment at the time of the conversion, followed by twelve equal monthly installments of the balance, without interest. If such a payment plan is chosen and all payments are not made, the Club shall have no obligation to repay any of the partial payment received.

I (we) have read the above policy statements as well as the By-Laws, the Membership Application, and the General Club Policies and understand and agree to the provisions thereof regarding this application for membership in the Club. It is understood that if there is any conflict between these policies and the provisions of the Membership Application form, the provisions of this new policy shall control.

Member Signature:	Date:
_	
Member Signature:	Date:

y. Dec 2022



# Chabot Canyon Racquet Club 7040 Chabot Road, Oakland, CA 94618

# **Membership Application and Agreement**

Applicant's NameL	ast	Middle	First	Mr. Ms. Miss, Mrs.
Home Phone	Ce	ll Phone	Email	
Address				
Street		City		Zip
Spouse/Partner's Name_				
L	ast	Middle	First	Mr. Ms. Miss, Mrs.
Spouse/Partner's Home P	Phone	Cel	l Phone	Email
Address				
Street		City		Zip
Applicant			ouse/ Legal Part	
Occupation				
Company Name Mobile Phone		Co	nipany Name	
			<u> </u>	
Names of Children inclu				
1				
2		Gender	Date of Birth	
Person to contact in cas	e of emerge	ncv: Name		
Address	_	•		
Phone				
Personal References: Na	,	*		
1				
2				
	I			1
Signature of Applicant		Date Sig	nature of Spous	e/Legal Partner   Date

For Office Use only: Membership Class (circle one): Subclass (circle one):	Voting Single	Non- Voting Family
Application Fee:	\$	
Initiation Fee:	\$	Date paid:
Current Month's Dues:	\$	-
TOTAL:	\$	Date paid:

# **Chabot Canyon Racquet Club Membership Agreement**

This Membership Agreement ("Agreement") is between Chabot Canyon Racquet Club ("Club") and the undersigned applicant(s) ("Applicant").

#### I. MEMBERSHIP CLASSES

- 1. <u>Voting</u>: This class of membership entitles the member(s) to use the facilities of the Club in accordance with the club's rules and regulations as they may change from time to time. Each active Voting membership is entitled to one vote and to participate in Club business matters as set forth in the By-Laws.
- 2. <u>Non-Voting Membership</u>: This Membership class entitled the member(s) the right to use the facilities of the Club in accordance with the club's rules and regulations as they may change from time to time. Non-Voting Membership does not give the member the right to participate in the management of the Club.
- 3. <u>All-Membership Classes</u>
  - a. <u>Nondiscrimination</u>: Membership is open to any family or individual of good character and responsible credit background, without regard to race, gender, sexual orientation, , ethnic background, or religion.
  - b. <u>Approval of Membership</u>: All applications and Membership Agreements shall be on forms prescribed by the Club, and shall be subject to payment of the required membership fees and the approval of the Club. The Club reserves the right to accept and/or reject any application.

#### II. MEMBERSHIP SUBCLASSES

1. <u>Single Membership</u>: A single membership is for the sole use of a single member. A spouse/partner and children are not entitled to the rights and privileges of this member subclass. <u>Voting Family Membership</u>: A family membership shall consist of a couple or a couple with children aged twenty-one (21) all residing at the same residence. Any child either attaining the age of 22 or becoming married must acquire membership of his/her own.

### III. FEES, DUES AND CHARGES

- 1. Fees: All new members must pay initiation and/or stated fees before membership can be granted.
- 2. <u>Dues</u>: The Club shall, from time to time, establish the amount and terms of payment of Dues which are payable by the members. The obligation to pay dues is not dependent upon the availability of all the Club's facilities or the frequency of use. Programs, repairs, maintenance of some facilities, and/or other occurrences make it necessary for the Club to restrict the use of one or more of the facilities or to close the Club temporarily. The Club will not reduce or suspend dues during the time when the facilities are not available.
- 3. <u>Charges</u>: All members agree to pay all charges incurred by self, guests, or family members. The Club shall, from time to time, fix the amount and terms of payment for charges for goods, services, and the use of the facility by members and guests.
- 4. <u>Expenses of Collection</u>: The members agree to pay AND shall be held liable for any and all expenses incurred by the Club in attempting to collect past due amounts from said member.
- 5. <u>Late or Returned Item Charges</u>: All dues are payable on the 15<sup>th</sup> of the month. A late fee will be assessed against any member failing to make payments by the last day of the month. Additionally, a fee of \$10 will be charged for returned checks. Members whose accounts are 60 or more days in arrears will be suspended resulting in a loss of use of the facilities.
- 6. <u>Damages</u>: Damage to the Club's property shall be paid for by any members, member's guests or dependent children causing the damage.

### IV. TERMINATION OF MEMBERSHIP

- 1. Members who are current with no financial obligation to the Club have the right to terminate their memberships at any time by submitting written notice to the management of the Club. Memberships will be canceled upon the Club's receiving written notification of cancellation, and cancellations are not retroactive. No member may off-set dues and outstanding charges against his/her membership. All members on a family membership will be terminated with notice to resign any family member.
- 2. The Club reserves the right to suspend or terminate the membership or privileges of any members at any time for failure to comply with any of the Club Rules and Regulations in the By-Laws, for any conduct the Club determines to be improper or contrary to its best interests, or for non payment of dues or other charges for a period greater than 60 days. Suspended or terminated members remain liable for all dues or other indebtedness incurred prior to the termination or suspension and during the suspension, and are not entitled to any refund of fees, dues, or charges paid. In such event, the termination or suspension shall become effective upon written notice.

# **Waiver of Liability**

By signing below, the undersigned hereby affirms that the information supplied in Part A (Member Information) is accurate and that he/she has read, understands and agrees to the provisions of Part B (Membership Agreement), together with any accompanying membership policy information, and rules and regulations as they now exist or as they may change in the future. The undersigned acknowledge(s) he/she/they has/have received a copy of this Agreement. The undersigned specifically understands and agrees to the following:

CHABOT CANYON RACQUET CLUB SHALL NOT ASSUME RESPONSIBILITY OR BE HELD LIABLE FOR ANY INJURY TO PERSON OR DAMAGES OR LOSS OF PROPERTY, SUFFERED BY ANY MEMBER OR GUEST, FOR ANY REASON. THE UNDERSIGNED IS FAMILIAR WITH THE RISKS AND PERILS INHERENT IN SPORTS ACTIVITIES SUCH AS ARE CONDUCTED IN THE CLUB FACILITIES. FURTHER, THE UNDERSIGNED IS AWARE OF THE RISK OF PERSONAL INJURY TO HIMSELF/HERSELF WHEN UNDERTAKING SUCH SPORTS ACTIVITIES.

THEREFORE, IN CONSIDERATION OF BEING PERMITTED TO BECOME A MEMBER OF CHABOT CANYON RACQUET CLUB, THE UNDERSIGNED HEREBY VOLUNTARILY ASSUMES ALL RISKS OF PERSONAL INJURY, PROPERTY DAMAGE, AND/OR OTHER DAMAGES TO THE UNDERSIGNED RESULTING FROM OR IN ANY WAY ASSOCIATED WITH HIS/HER ENTRY UPON CHABOT CANYON RACQUET CLUB'S PROPERTY AND/OR PARTICIPATION IN ANY ACTIVITY SPONSORED BY CHABOT CANYON RACQUET CLUB.

FURTHER, THE UNDERSIGNED HEREBY RELEASES CHABOT CANYON RACQUET CLUB AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM EVERY CLAIM, LIBABILITY, OR DEMAND OF ANY KIND OR ON ACCOUNT OF ANY PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER DAMAGES RESULTING FROM OR IN ANY WAY ASSOCIATED WITH THE UNDERSIGNED'S ENTRY UPON PROPERTY OF CHABOT CANYON RACQUET CLUB AND PARTICIPATION IN SAID SPORTS ACTIVITIES. THE UNDERSIGNED CONFIRMS HE/SHE HAS READ AND UNDERSTANDS THIS RELEASE.

## Approval by the Club

Applicant's membership is subject to the approval by the Club and will not be effective unless and until this Agreement is executed by an authorized representative of the Club.

Signature of Applicant	Signature of Spouse/Partner
Date:	Date:
Mambarship Approved: Chabat C	anyon Pacquat Club
Membership Approved: Chabot C	anyon Racquet Club

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## Chabot Canyon Racquet Club 7040 Chabot Road, Oakland, CA 94618

#### **Waiver of Liability**

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Signature of Applicant	Signature of Spouse/Partner
Date:	Date:
Membership Approved: Chabot	Canyon Racquet Club
By:	
Date:	

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