

MEMBERSHIP



Singles & Family Membership Benefits Include:

- Free use of our 10 Har-Tru courts
- Preferred pricing on tennis lessons and clinic programs
- Discount on select Pro-Shop purchases
- Complimentary tennis member events through the year
- EXPERIENCE Benefits: Travel offers, Membership Rewards + more
- Priority Reservation for all the adult tennis clinics & events

Membership Rates:

Type	Initiation	Monthly Dues
Single	\$500*	\$175*
**Couple/Family	\$1000*	\$280*

Price does not include applicable taxes

** To be eligible for a Couple member classification, the 2 persons on the membership must live together in the same residence under a husband and wife, domestic partnership, parent/child or sibling scenario

The Ritz Carlton Key Biscayne Cliff Drysdale Tennis & Padel Garden Membership Application

MEMBERSHIP TYPE: (Please Circle) **Single** • **Couple/Family**

Primary Member's Name: _____ **Date of Birth** _____

Address: _____

Home Phone: _____ **Cell:** _____ **Join Date** _____

Email: _____

Employer's Name: _____ **Title:** _____

Padel Level: Beginner _____ Intermediate _____ Advanced _____

Tennis Rating: _____ **REFERRED BY** _____

Membership Interests (Please circle) Court reservations - Lessons - Clinics- Leagues – Special Events – Camps –Game arranging
Tournaments – leagues – Junior Programs – Social Events - Padel

Spouse Information

Spouse Name: _____ **Date of Birth:** _____

Cell Phone: _____ **Email:** _____ **Tennis Rating** _____ **Padel Rating** _____

Dependent Information [A dependent is an unmarried child under 18 (or under 21 attending college full time) residing in the member's household]

Name(s)	Date of Birth	Gender
_____	_____	M / F
_____	_____	M / F
_____	_____	M / F

Please select Credit Card box below authorizing Cliff Drysdale Tennis located at 625 Mission Valley Rd New Braunfels, TX 78132 to pay for your current monthly tennis/padel membership dues.

You can place a credit card on file for point of sale programming, pro shop charges through the month.

I hereby authorize Cliff Drysdale Tennis to Debit the Credit Card referenced below for member charges at point of sale through the month, according to the parameters specified in the membership documents. If a payment is returned for any reason, I acknowledge that I am subject to a rejected item fee of \$25 or the maximum amount allowed by law.

Authorization for Credit Card Point of Sale charges Credit Card

Name _____

Card Number _____ **CVC** _____ **Expiration Date** _____

Signature _____

The Ritz Carlton Key Biscayne Cliff Drysdale Tennis Garden Member Agreement

1. MEMBERSHIP. Your membership is a contractual privilege to use only the tennis facilities at The Ritz Carlton Key Biscayne Cliff Drysdale Tennis Garden ("RCKB") and participate in tennis programming at RCKB. This membership is limited to the tennis facility at The Ritz Carlton Key Biscayne Cliff Drysdale Tennis Garden. Cliff Drysdale Management ("CDM") reserves the absolute right without notice to initiate, change or eliminate any Tennis programming offered from time to time, to initiate, change or eliminate fees for existing or new Tennis Programming and Services; and to change its hours of operation. Your membership does not entitle you to any interest or ownership in the Tennis club or its property and confers no right to participate in the management or operation of the Tennis club. The classification of members, 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 under complete control of the Tennis club. Guests are the responsibility of the member whom they accompany. Guest fees will be charged to the member's account unless the member brings the guest in to make payment.

2. MEMBER GUESTS. A guest may enter the Tennis club after following these procedures: (1) must be accompanied by a member or invited to use facility by Member Services (2) all guests must display photo identification, (3) register at the front desk and sign a guest agreement containing a waiver of liability before entering. In order to ensure the comfort and security of our members, guests who do not follow these procedures will not be able to enter the Tennis club. Members of the Tennis club are responsible for the appropriateness of attire and conduct of their guests. All guests must pay the appropriate guest fee. During peak Tennis club hours or days or during special events, the Tennis club may limit the number of guests or suspend guest privileges without any notice. Any individual may visit the Tennis club a maximum of six (6) times per year, regardless of whether he or she is the guest of one or more members.

3. FEES AND CHARGES.

(a) Initiation Fees. In consideration of your membership, you will pay a non-transferable, one-time initiation fee to the Tennis club.

The initiation fee is non-refundable after the expiration of the applicable cancellation period set forth in Section 6 (a). If you cancel your membership and elect to rejoin the Tennis club later, you will be required to pay the initiation fee then in effect for your type of membership. The Tennis club reserves the absolute right at any time to change the amount, manner, and time of payment of the initiation fee.

(b) Dues and Other Charges. In consideration of your membership, you will also be required to pay monthly membership dues for a minimum of twelve (12) months from your join date for single and family memberships and 3 months for Junior memberships. Your membership and your payments will begin when this Agreement is signed by you and the Tennis club and will continue unless otherwise terminated in accordance with Section 6. You understand that the failure to use the Tennis club will not relieve you from paying dues and other charges that become due. The Tennis club reserves the absolute right at any time to increase membership dues and other charges for services offered by the Tennis club.

4. PAYMENT METHOD.

(a) Monthly Payment. Your monthly dues (collectively, "Charges") will be paid through electronic funds transfer ("EFT") system. The EFT system retains Credit Card or banking information that is processed at the end of each billing period to pay the balance on this account via Credit Card charge or Automated Clearing House (ACH) bank transfer. You agree to sign and deliver such additional documents as may be necessary to set up and maintain the EFT payment of your dues and other Charges throughout your membership. You authorize the Tennis club to utilize your credit card EFT or ACH bank transfer for all payments due under this Agreement and collection of past due balances. All payments received will be applied first to any previous outstanding balances owed to the Tennis club. In the event that your EFT account information changes or ends without notice to the Tennis club, you will be required to provide the Tennis club with a new EFT authorization by the 25th of the current month in order to charge the new account and prevent charges to the old account in the following month; the failure to do so may result in service charges and cancellation of your membership. The Tennis club reserves the right to replace any EFT program with any other program for the collection of your dues and other Charges.

(b) Late or Returned Payments. The Tennis club may assess late payment fees and services charges for returned checks and declined credit card. If any payment of dues or other charges is not made on time, the Tennis club reserves the right to suspend charge privileges and cancel your membership. The Tennis club reserves the right to refer delinquent accounts to a third-party collection agency and you agree to pay for all costs incurred including, but not limited to, attorney's fees and administrative costs.

5. CANCELLATION.

(a) Consumer Right to Cancellation. You may cancel this agreement without any penalty or further obligation within three (3) days from this date by written notification sent by certified or registered mail Director of Tennis: Ritz Carlton Key Biscayne Tennis Garden, 625 Mission Valley Drive, Key Biscayne, FL, 33149

(b) Cancellation Rights for Monthly Billing Dues. Monthly billing of membership will continue until all the requirements for cancellation are met (1) Giving thirty (30) days written notice (2) a complete membership cancellation notice which can be picked up at the Tennis Pro Shop (3) turning in your membership card (4) Giving full payment of any unpaid dues or indebtedness (5) Meeting the minimum monthly term of membership as described in Section 4(b). Such cancellation shall not be deemed effective until after the first day of the calendar month following the expiration of the 30-day

notice period and all required payments have been made to the Tennis club. You will remain liable for payment of dues and other Charges for periods prior to the effective date of cancellation.

(c) Additional Rights to Cancellation. You may also cancel this agreement for any of the following reasons:

- If upon a doctor's order you cannot physically receive the services because of significant physical disability for a period in excess of six (6) months.
- If you die, your estate shall be relieved of any further obligations for payment under the agreement not then due and owing.

(ci) Cancellation by Tennis club. The Tennis club reserves the right to terminate any membership for violation of the Tennis club rules and regulations of the Tennis club by notice to you. Any removal or defacement of Tennis club property or another member's property will result in immediate termination. The Tennis club can also cancel your membership at any time without cause. If the Tennis club cancels your membership by notice to you, you must immediately surrender your membership card. You will remain liable for all unpaid dues and other charges for periods prior to the termination date. Any member who, in the sole determination of the Tennis club, is loud, offensive, uses profanity, is bothersome to other members/ employees or behaves otherwise in an inappropriate or unbecoming manner or who is cited for infraction of the Tennis club rules and regulations may be suspended or terminated from the Tennis club.

6. PHYSICAL ACTIVITY READINESS. The Tennis club reserves the right to decline membership to anyone having medical conditions requiring any professional medical supervision. You, on behalf of yourself and any co-member(s), represent that: (a) you and any co-member(s) are voluntarily engaging in physical exercise, are in good physical condition and have no disabilities, diseases, illnesses or other conditions that could prevent you or any co-member(s) from exercising and using the Tennis club Facilities without injuring yourself/themselves or impairing your/their health; (b) you have consulted a licensed physician concerning an exercise program that will not expose you to risk of injury or impairment to your health; and (c) your physician has approved your contemplated activities at the Tennis club. If you or any co-member(s) have any special exercise requirements or limitations, you agree to disclose them to the Tennis club before using the Tennis club Facilities or when seeking help in establishing or carrying on an exercise program. You and any co-member(s) acknowledge that the Tennis club has not given you/them any medical advice and you/they are relying solely on the advice of your/their licensed physicians regarding the ability to use the Tennis club Facilities. You agree to consult with your physician prior to making any dietary changes or use of any food supplements.

7. LIABILITY WAIVER. You and your guest(s) understand the possible risks associated with sports, conditioning programs, and use of CDM's equipment at RCKB. You assume liability for all co-members added to your membership. You agree Cliff Drysdale Management, Inc (CDM) will not be liable for any injury incurred for any cause whatsoever, including but not limited to, negligence by CDM employees or members. If there is any claim by anyone based on any injury or damage, which involves you or your guest you agree to pay CDM for all expenses relating to the claim and indemnify CDM for all liabilities to you or anyone else, resulting from such claims.

8. LIMITATION OF LIABILITY. You understand and agree that the Tennis club is not responsible for loss, damage or theft of personal property of members or guests while in or on the Tennis club premises.

9. ENTIRE AGREEMENT AND MODIFICATION. This Agreement constitutes the entire agreement between you and the Tennis club relating to your membership. You acknowledge that no other agreement exists between you and the Tennis club relative to your membership and that no representations whether written or oral, other than those set forth in this Agreement, have been made to you to induce you to make this Agreement. This Agreement can be modified only in writing by the Tennis club and can be terminated only as set forth herein. You further agree this Agreement is intended to be as broad and inclusive as permitted by the laws of Texas, that it shall apply to any period of membership or any prior or subsequent membership period of yours or any dependent, and to any period during which you or any dependents use the Tennis club Facilities.

10. COSTS AND ATTORNEYS' FEES. If any action, suit, arbitration or other proceeding is brought relating to the enforcement or interpretation of this Agreement, the prevailing party shall recover all of such party's costs incurred therein, in collection of any judgment, enforcement of any indemnity rights, and in all appeals or petitions therefrom, including, without limitation, court costs and reasonable attorneys' fees. This section shall not be deemed to provide for the award of attorneys' fees for personal injury or non-contractual claims.

11. PHOTOGRAPHY AND VIDEO BY TENNIS CLUB. From time to time, CDM will take photographs or video of members and guests using the Tennis club. CDM reserves the right to use these photographs or video in its promotional materials, including, but not limited to, posting the pictures or video at the Tennis club or on its website or appropriate internet sites.

12. RETURNS. Merchandise purchased from the pro shop in like new condition with original packaging and tags may be exchanged or returned for a full refund up to 30 days from the original date of purchase. Proof of purchase is required, such as a receipt or documentation from your membership account.

13. TENNIS CLUB CLOSURE. The Tennis club may close the tennis club without notice due to inclement weather or unexpected emergencies.

14. NOTICES. Please remember to inform Member Services of any physical or email address changes. Any notice shall be considered delivered when mailed or emailed to the address as it appears on your membership application or as subsequently changed by written notice to the Tennis club. Members are not permitted to advertise or post notices inside or about the Tennis club without permission from Member Services.

(C) Alcohol. As mandated by the Florida state law, the following rules apply to consumption of alcohol on the RCKB property. Members may not bring alcohol to the Tennis Center. Alcohol purchased at the RCKB may only be consumed within permitted areas. Alcohol may not be taken from the RCKB property. Members and guests must show proper identification prior to alcohol purchase. RCKB reserves the right to refuse to serve alcohol to any person.

15. GENERAL RULES

Member agrees to abide by all rules and regulations of the Tennis club as it appears in this Agreement now in effect and as may be amended from time to time. All signs posted in the Tennis club Facilities shall be considered a part of the rules and regulations.

1. All members and guests must check in at the Tennis club front desk upon arrival for every visit.
2. Member and guest must wear attire that is dignified and appropriate for a family tennis club. Attire must also be appropriate for the activity. Members must always wear shirts. Any type of clothing intended to be an undergarment is not permitted in any part of the Tennis club except in the locker rooms. Torn or cut-off clothing and clothing with obscene language is not permitted. Black-soled footwear and open toed shoes such as sandals are not allowed on the courts. The tennis club reserves the right to deny access to all or any part of the Tennis club for violation of the dress code guidelines.
3. The actual amount of open court time made available daily is not guaranteed and is at the discretion of tennis club management. Reservations may be made by calling the tennis club. All courts are on a reservation basis. After 15 minutes, the member's reservation is cancelled and returned to Tennis club for general usage. A single/family membership may only book one court at a time. A member must be present on each court and time is restricted to one and half (1 1/2) hours per reservation. If courts are available, additional time will be available in 1/2-hour increments. All court fees, clinics, and lessons must be paid or signed for prior to entering courts. The Tennis club reserves the right to make the tennis courts available for tournament and promotional or special events, at which time use by the Members may be restricted. The earliest possible cancellation of a court reservation is encouraged. As a courtesy to other players, cancellations should be made four (4) hours prior to the court start time. Members who cancel within four hours of reservation time or do not show for a reserved court, may be charged a no-show fee if no other courts are available. All tennis lessons require a minimum of 24 hours notification of cancellation to avoid being charged for the lesson.
5. Outside trainers, coaches or instructors (or anyone acting as a trainer, coach, or instructor) may not do business of any kind at our facility, whether in the form of client solicitation or actual instruction or training facilitation on our property. All coaching, training, instruction, etc on the tennis club's property must be conducted by CDM employees or CDM independent contractors.
6. No smoking, firearms or illegal drugs are permitted on the premises.
7. Cellular phones with camera capabilities may not be used in the locker room areas at any time.
8. Members and guests are expected to help keep all Tennis club Facilities neat and tidy out of consideration for other members.
9. Children under 14 using the Tennis club must either be attending a class, lesson, camp or be accompanied by a parent or guardian who is always supervising the child while using the tennis club.
10. For your protection do not bring valuables into the Tennis club. The Tennis club is not responsible or liable to members or their guests for damaged, lost or stolen items in or about the Tennis club, in lockers, or for loss or damage to any property, including but not limited to automobiles and the contents thereof.
11. The Tennis club will hold lost items for up to two weeks. At the end of such period, the items will be donated to a local charity or disposed of. For any lost items, please immediately contact Member Services. To recover any lost item, you must verify ownership in person.
12. The Tennis club prohibits the display of any form of promotion or advertising in the Tennis club without the express written consent of Tennis club management in advance.
13. Members and guests are expected to conduct themselves in a friendly and civil manner while using Tennis club Facilities. Failure to treat others in a dignified and respectful manner may result in corrective action, up to and including termination of membership.
14. The member shall pay for any damage to the Tennis club's property by the member, member's guest or dependent children.

Terms and Conditions Not Inclusive. The membership agreement terms herein are not inclusive. Signs and other rules and regulations posted in the Tennis club will be considered additional terms and conditions and may be amended at the Tennis club's sole discretion. By signing below, Member acknowledges he/she has read and agrees with the contents of this membership agreement.

Member Signature Date