



UNIVERSITY OF OKLAHOMA
TENNIS
C L U B

500 W. Imhoff, Norman, OK 73019 405-325-6139 outennisclub.com tennisclub@ou.edu

This OU Tennis Club Membership Agreement (the “Agreement”) is made and entered into this ____ day of _____, 201__, by and between The University of Oklahoma by and through its Athletics Department’s OU Tennis Club (“OUTC”), and _____ (“Member”). In consideration of the following mutual promises, the parties agree as follows:

1. **TERM:** The term of this Agreement shall be twelve (12) months, commencing on the ____ day of _____, 201__, and shall renew upon the same terms and conditions month to month until or unless OUTC or Member shall give the other thirty (30) days written notice to terminate. Member may terminate this Agreement prior to the expiration of the applicable term by paying three (3) months’ membership dues and by providing written notice of Member’s intent to terminate.

2. **MEMBER INFORMATION**

Last Name: _____ **First Name:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Home Phone: _____ **Work Phone:** _____

Cell Phone: _____ **Email:** _____

Family members (complete this section for Family Memberships only)

Spouse/Partner: _____

Cell Phone: _____ **Email:** _____

Children/Dependents: _____ **DOB:** _____

_____ **DOB:** _____

_____ **DOB:** _____

_____ **DOB:** _____

3. TERMS OF PAYMENT

Member agrees to be bound by this Contract and to pay the contract amount as indicated by Member's designation herein below:

<input type="checkbox"/> Junior- \$1,140 (\$95/month)
<input type="checkbox"/> Adult- \$1,500 (\$125/month)
<input type="checkbox"/> Family- \$2,100 (\$175/month)
<input type="checkbox"/> Senior- \$1,140 (\$95/month)
<input type="checkbox"/> Senior Family- \$1,560 (\$130/month)
<input type="checkbox"/> Full-time OU Faculty/Staff/Student (Adult)- \$1,140 (\$95/month)
<input type="checkbox"/> Full-time OU Faculty/Staff/ Student (Family)- \$1,500 (\$125/month)
<input type="checkbox"/> Individual Weekend- \$480 (\$40/month)
<input type="checkbox"/> Family Weekend- \$720 (\$60/month)
<input type="checkbox"/> Private Lesson - \$20.00 Individual Per Year **
<input type="checkbox"/> Private Lesson - \$30.00 Family Per Year **

****This Membership is exclusively for the right to take private lessons from OU approved coaches only. There are no other usage rights to OUTC associated with this Membership.**

Member shall pay the contract amount and all other purchases and may participate in the Electronic Funds Transfer Payment Program. If member opts out of the EFT Payment Program, the OUTC will invoice Member monthly for all charges incurred during the previous month and for the following month's membership fee.

Electronic Funds Transfer (EFT) Payment Program Authorization

OU Tennis Club membership includes access to a house account to be used for monthly membership fees, group and private lessons, leagues, club services, and all Pro Shop purchases during the month. The Electronic Funds Transfer (EFT) system retains debit or credit card information that is processed on the fifteenth (15th) of each month. By providing a debit or credit card number and signing this agreement, Member authorizes the University of Oklahoma to make monthly deductions from said account unless and until such authorization is withdrawn by Member in writing.

4. MEMBER OBLIGATIONS: Member understands and agrees:

- a. To be bound by the Policies and Procedures of the University of Oklahoma and OUTC. The Policies and Procedures are to be construed as part of this Agreement, both as the rules now exist and as they may from time to time be amended or supplemented at the sole discretion of OUTC, as if they were set forth herein in full.

- b. To pay dues and court fees pursuant to fees set by OUTC. To pay for any damages caused by Member or Member's guest. That all memberships are non-voting, non-proprietary and non-transferable.
- c. Promotional discounts may apply for Member(s) joining during a membership drive. If applicable, promotional discounts as set forth in Exhibit A are applicable to the monthly membership dues set forth above in paragraph 2.
- d. In the event the membership account becomes delinquent, Member shall be liable for all costs of collection including reasonable attorney fees. Further, from the date of the delinquency, Member agrees to pay interest at the rate of one and one-half percent (1.5%) per month on all outstanding amounts due to the University of Oklahoma including damages, dues, and other charges outstanding.

5. MISCELLANEOUS: Member understands and agrees that:

- e. The Member(s) are responsible for payment under this Agreement for the full term hereof except as may be otherwise specified in this Agreement or the Policies and Procedures.
- f. Prior to any participation and use of facilities, Member(s) will execute an Acknowledgement, Assumption of Risk, and Release and provide all such documents to the OUTC.
- g. In the event the membership account becomes delinquent, Member shall be liable for all costs of collection, including reasonable attorney's fees and court costs. Further, from the date of the delinquency, Member agrees to pay interest at the rate of one and one-half percent (1.5%) per month on all outstanding amounts due to the University of Oklahoma including damages, dues, and other charges outstanding.
- h. Any notice given under this Agreement shall be effective if given in accordance with the Policies and Procedures established by OUTC.

6. ENFORCEABILITY: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid, or enforceable.

7. **MEMBER'S RIGHT TO CANCEL:** If you wish to cancel this contract, you may cancel by making or delivering written notice to the OUTC. This notice must say that you do not wish to be bound by this contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to:

The University of Oklahoma
 OU TENNIS CLUB
 500 W. Imhoff
 Norman, OK 73019

If cancelled within three (3) business days, you will be entitled to a refund of all monies paid. Member may also cancel this contract if the OUTC moves or goes out of business and fails to provide alternative facilities within a five (5) mile radius of the location designated in this contract. Member may also cancel if you become disabled, and you estate may cancel in the event of your death. Member must prove such disability by a doctor's or nurse practitioner's certificate, and the OUTC may also require that you submit to a physical examination by a doctor or nurse practitioner agreeable to you and the OUTC.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE READ THIS MEMBERSHIP AGREEMENT AND HEREBY AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. I FURTHER ACKNOWLEDGE THAT I HAVE BEEN PROVIDED WITH A COPY OF THE OU TENNIS CLUB POLICIES AND PROCEDURES IN EFFECT ON THIS DATE.

Member/s Signature(s)

Date

Parent/Guardian Signature (if Member is under 18)

Date

OU Tennis Club Authorized Signature

Date