



## Membership Application

Last Name	First Name
Mailing Address	City State Zip
Cell Phone	Home Phone
Sponsoring Member	
Approved by:	

By signing this application, I agree and have read all FVPC membership agreement, rules and waiver.

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Member's signature

# Flathead Valley Pickleball Club

## Membership Agreement & Rules

Flathead Valley Pickleball Club (hereinafter referred to as “**the Club**”) is a Private Club, Memberships to the Club are available by invitation only.

This Membership Agreement, like all basic rules between good neighbors, is based on common sense and courtesy. These Rules help to maintain the proper operation and appearance of this Club, and are intended to provide you and your fellow members with the comfort and convenience that you would expect in your own home environment. **Violation of any Rule is grounds for Membership cancellation. Please read this Agreement carefully and thoroughly.**

**Club Physical Address: 1260 W. Valley Drive  
Kalispell, Montana 59901**

**Membership Term: 12 months from the date of initial sign-up.**

### Article I. Club Rules and Regulations

#### Section 1.01 Operating Hours

- (a) The Club’s Standard Operating Hours are: 5am to 11pm, every day of the week.
- (b) The Club reserves the right to change or modify, in its sole and absolute discretion, its Standard Operating Hours at any time.
- (c) The Club will be open on all major holiday.
- (d) The Club reserves the right, to modify its schedule at any time.
- (e) The Club reserves the right, in its sole and exclusive discretion, to close the Club for a private event during Standard Operating Hours. Members will be notified of the closure via email.
- (f) Members will be issued a key fob that will grant them access to the Club during Standard Operating Hours.
- (g) Members shall not attempt to access the Club at any time the Club is closed.

#### Section 1.02 Inclement Weather

- (a) The Club Manager has the right to suspend Club operations and services at any time due to inclement weather, actual or threatened. Inclement weather determinations may be made on the basis of rain, sleet, hail, lightning, smoke, and/or other detrimental weather patterns or conditions that are reasonably likely to present a hazard to the health and/or safety of members.
- (b) In the event of Club closure, a sign will be posted in the lobby stating that the Club is closed, and additionally, advisories will be made through the Club’s Social Media channels.
- (c) If the Club decides to cease service for any amount of time during Operating Hours due to inclement weather, Club members and guests who are present will be asked to leave the premises quickly and efficiently.

(d) The Club does not offer any prorates, refunds, or rebates on Membership dues and guest passes due to inclement weather.

### Section 1.03 **Noise Control**

(a) Members and their guests shall be mindful of their behavior and how it affects other members, building tenants, and the general public.

(b) Members and their guests shall refrain from using excessive loud, profane, and/or inappropriate language, especially if it may carry outside of the Club.

(c) To avoid noise complaints from nearby residents, Members and guests whose behavior is deemed to be loud, inappropriate, and/or offensive will be asked to leave the premises.

### Section 1.04 **General Behavior**

(a) Smoking: smoking, including vaping, is absolutely prohibited at the Club. Members and guests may smoke in the parking area outside the Club without littering in the parking lot.

(b) Damage: Members and their guests shall be respectful of Club property, and shall not steal, damage, or vandalize such property, including the lobby entrance, sitting, and court area. If a Member damages any item of Club property, his or her account shall be billed for all damage caused thereby, and the Club may cancel their membership with no proration or refund of Membership dues. Likewise, if any guest of a Member damages any item of Club property, the account of the Member who sponsored such guest shall be billed for all damage caused by his or her guest, and the Club may cancel the sponsoring Member's membership with no proration or refund of Membership dues or guests fees.

(c) Food: Members and their guests may bring their own meals to the Club, provided that his or her items of food are kept neat and the consuming Member or guest cleans up after him- or herself. No portable grills or cooking on-site is allowed. Additionally, no glass containers are allowed.

(d) Furniture: Members and their guests are invited to enjoy the Club's furniture, but shall not move the furniture, or spread out in a manner that restricts other Members and their guests from finding seating or accessing walkways. Walkways shall have thirty-six inches (36") of clearance at all times.

(e) Personal Items: At no time is the Club responsible for any damage, theft, or loss of any personal articles and/or valuables. Members and their guests are encouraged to keep up with their own items.

(f) Bicycles: No bicycle may be brought into the Club, but instead, must remain outside the premises.

(g) Fire Safety: Tampering or damaging fire equipment, or intentionally misusing fire alarms, smoke detectors, fire extinguishers, or emergency exit signs, or pulling the fire alarm for any reason other than notification of a fire, or disabling, opening, damaging, or propping open exits used exclusively as fire exits, is strictly prohibited.

(h) Animals: No birds, fish, reptiles, cats, dogs, or other animals of any kind shall be brought into the Building (other than trained service dogs required for those who are visually impaired or have other medical requirement). Any animal found in either the common hallways or on the grounds is subject to immediate removal by Club, and may be remanded to the custody of the City or an animal shelter.

(i) Gambling: No gambling or betting may take place at the Club.

(j) Soliciting: Canvassing, peddling, soliciting, and/or distribution of merchandise, handbills, or any other written materials in the Club are prohibited, and Members shall cooperate to prevent the same.

(k) Photography and Advertising: The Club reserves the right to take photos and use them for advertising and social media purposes. Members and their guests may take photographs, provided the

volume or nature of such photography does not adversely affect the environment or the enjoyment of other guests, in which case, the Club may request that such photography be discontinued.

(l) Verbal Abuse: All Members and their guests will treat Members with the utmost respect and common courtesy. At no time and under no circumstances whatsoever shall the Club tolerate abusive, violent, destructive, menacing, and/or harassing behavior from a Member or their guest. If such behavior occurs, the Club reserves the right to remove the Member and their guests from the premises immediately and the Club may cancel the Member's membership with no proration or refund of Membership dues or guests fees

#### **Section 1.05 Clothing**

- (a) Members and their guests are asked to come to the Club fully dressed with shirt and shoes.
- (b) For the safety of Members and courts, appropriate non-marking soled tennis shoes must be worn on the courts at all times. The Courts are expensive to surface. The surfacing can be damaged from rock scratches and other effects by outdoor type shoes.
- (c) Members and their guests should use the entry way to change into their court shoes.

#### **Section 1.06 Court Safety**

- (a) Members and their guests acknowledge that playing Pickleball is conducted at their own risk. The Club and landlord are not responsible for accidents or injuries, and Members and their guests shall hold the same harmless from any and all injuries that may occur in connection with the use of the Club.
- (b) Members shall not enter the club if they are intoxicated or incapacitated.
- (c) Children must always be supervised by an adult at all times.
- (d) No running, pushing, or horseplay is allowed.
- (e) The Club reserve the right to deny anyone entrance to the club, as well as to ask anyone to leave at any time.

#### **Section 1.07 Access and Entry**

- (a) Members are responsible for keeping up with their key fob. Members who arrive at the Club without their key fob may call the Club for entry up to four times per year.
- (b) Members who lose their key card will be charged \$20 to be issued a new fob.
- (c) Members must NEVER let another person borrow their card; guests may only attend the Club with their host Member present.
- (d) If a Member has a guest arriving after they do, the Member is responsible for greeting them to the Club.
- (e) If the Club is closed during Operating Hours for any reason, a sign will be posted in the lobby. Members are prohibited from entering the Club when such signs are posted.
- (f) Members shall not prop open doors or attempt to "sneak" people in at any time.
- (g) If a membership is cancelled by the Club at any time, the key fob will be immediately deactivated.
- (h) For the safety of all guests, please inform Club if you witness any loitering or suspicious activity in or around the Club and parking area.

#### **Section 1.08 Guests and Family**

- (a) A Member may bring their children (18 to 21 years of age), with them at any time for \$5 charge per occurrence. Once a child reaches 21 years of age, they must apply for their own membership or pay for a \$5 guest fee.
- (b) A member can bring up to three (3) guests with them each day, with each guest charged a guest fee of \$5. Special events may have an additional fees.
- (c) With a couples membership, both members of the couple are considered Members, so each may bring up to three (3) guests with them.
- (d) For some holidays, the number of guests permitted may be restricted to ensure all Club Members are granted access.
- (e) Members are responsible for the actions of their guests; for example, behavior, unpaid guest fees, left behind items, ect.

**Section 1.09 Private and Special Events**

- (a) All events will be voted on by the Members and will only be allowed by a majority.

**Article II. Membership and Dues**

**Section 2.01 Rates:** Memberships are sold for a 12-month cycle and may be paid monthly in advance.

**Standard Rate:**

- (a) \$45 per month per member.
- (b) \$40 per month for pre-constuction inaugural members.
- (c) Initiation Fee: \$50 per person, one-time fee.
- (e) The Club does offer a on-hold Snowbird-ships for \$10 hold fee per month. For up to 6 months per time, for the Snowbirds that head south.
- (f) The Club reserves the right to increase membership dues for new or renewing members on an annual basis.
- (g) All payments are considered late by the 2nd of the month and Membership will be put on hold for 7 days. After 7 days Membership is cancelled.

**Section 2.02 Request for Membership:**

All requests for memberships are subject to an application and initiation process.

- (a) Applications are received and processed on a first come, first served basis.
- (b) In order to be eligible for membership:
  - 1) be a 18 years or older
  - 2) be sponsored by a current Member in good standing.
  - 3) agree to all membership rules.
- (c) The Club does not discriminate against candidates for membership based on gender, sexual orientation, race, religion, disability, or creed.

**Section 2.03 Application Process:**

- (a) To be considered for membership, candidates must submit the following documents to FVPC;
  - 1) Membership Application; and,
  - 2) \$50 initiation fee. If the candidate is denied or decides not to join, the Club will return \$50 to the candidate.
  - 3) Copy of valid driver's license for each candidate.
  - 4) payment agreement.

- (b) A candidate will be notified of their acceptance within fourteen (14) days). Upon notice of acceptance, the candidate has seven (7) days to pay their first installment of membership dues or their spot will be forfeited.
- (c) The Club reserves the right to request additional documentation and may require an interview to determine if the candidate meets the eligibility requirements of the Club.

**Article III. Payment of Dues, Charges and Fees:**

**Section 3.01 General Provisions:**

If selected for membership, I understand that I am responsible for the prompt payment of all deposits, fees, and charges incurred in connection with my Club membership, including any fees or charges incurred by my spouse, my immediate family members, and guests, and agree to pay such fees and charges in a timely manner upon billing.

- (a) By execution of this Membership Agreement, I unconditionally authorize the Club and the Management Company to charge any and all obligations incurred in connection with my Club membership against the payment account described below and any and all substitute or additional credit card accounts noted in the Club's records as related to my Club membership or my Club account. Such charges specifically include but are not limited to fees, dues, service charges, use fees, damages, purchases merchandise and any other amounts.
- (b) All dues, fees, and charges are billed directly to the Member directly.
- (c) Payments for dues or services can be made by cash, check, or credit card.
- (d) Returned Checks will incur a \$40 return check fee. Any payments outstanding due to a returned check will incur a \$5 per day late fee.

**Section 3.02 Membership Dues:**

- (a) Members paying their entire annual dues at the beginning of the year will receive a 5% discount on their annual dues and is not impart or influx refundable.
- (b) Memberships guest charges will be paid at time of entry
- (c) In the event my credit card is declined or invalid, my Club account shall be considered delinquent if not paid within seven (7) days after the date of the installment due date. A late fee of \$5 per day past due shall be applied to my account until the payment is received by the office.
- (d) Member acknowledges that the Club and the Management Company may take whatever action it deems necessary to effect collection of any delinquent balance in my Club account, including without limitation, suspension or termination of my Club membership or legal action, and I shall be liable for all costs and for any expenses of collection including, but not limited to, reasonable attorneys' fees, including any fees incurred in connection with appellate proceedings.
- (e) Members requiring a paper invoice in order to pay by personal or company check will incur a \$10 administrative fee for each billing cycle.
- (f) The membership is automatically renewed on an annual basis from the date of activation, members must notify the club of any cancelations 30 days prior to renewal.
- (g) All dues are charged to the members account at the beginning of the month.
- (h) In the event that a member does not complete payments for the year, the membership is considered canceled and the individual will not be considered for membership at a later date.

- (i) Members are responsible for notifying management about any changes to their profile, including but not limited to, credit card information, phone number, address, drivers license information etc.

### Section 3.03 Renewals

- (a) Your membership will be renewed automatically on the one-year anniversary date or your original membership, unless you provide a 30-day written notice cancelling your membership, mailed to the club's mailing address. All renewals will be made for another 12-month period.

### Section 3.04 Refund and Cancellation:

#### (a) Club Cancellation

- 1) The Club reserves the right to cancel a membership at any time without notice due to non-payment, inappropriate behavior, theft or damage, or any breach of this agreement by the Member and/or his or her guest, as applicable.
- 2) If a Club cancels a membership, all dues and fees paid at that time are considered fully earned and will not be prorated or refunded.

#### (b) Member Cancellation: Due to the number of Members the Club is able to accept on an annual basis, memberships cannot be canceled during the Membership Term, with the following exceptions:

- 1) You may cancel this contract by sending notice of your wish to cancel to the Club before midnight of the third business day after you sign the contract. 'Business day' means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following: **FVPC, 1260 W. Valley Drive, Kalispell, MT 59901.**

- (a) Within thirty days of receipt of this notice, the Club shall return any payments made and any note or other evidence of indebtedness. If you use the Club's facilities or services, the Club may deduct a reasonable fee from the payments being returned based on the actual fee paid divided on a pro rata share by the number of days used by the customer.

- 2) In addition, you or your estate may also cancel the contract at any time by written notice to the Club at the above address if the following circumstances occur:

- a. the customer's death;
  - b. substantial physical disability, certified by a physician, which makes it permanently impossible for the customer to use the Club's services;
  - c. the customer's permanent relocation to a residence over 75 miles distant from the Club.
  - d. The Club may require presentation of information to substantiate that one of these circumstances has occurred.
  - e. If the contract is cancelled because of disability, death, or permanent change of residence, the Club shall return any unearned prepayments as follows:

- 1) For each month that the contract was in effect, the Club is entitled to the rate a month which it would have charged if the contract had initially been one for the number of months for which the contract was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the contract.

#### (c) Refund of Dues:

- 1) In the event of a member cancellation, the Member is responsible for paying their dues up to the last day of the month of cancellation.
- 2) Members should provide a 30-day notice to cancel. Notices should be sent via email to the Club at [406fvpc@gmail.com](mailto:406fvpc@gmail.com).

- 3) Any dues refund will be issued by check to the member's permanent address within thirty days. Refunds will only be issued to the member, even if another party paid for the membership.
- 4) Any refund checks must be cashed within 90 days or the funds will be forfeited and remain property of the Club.

**Article IV. Terms and Condition**

**Section 4.01 Member Notifications:**

The Club utilizes electronic mail and social media channels to keep Members aware of Club news, policy changes, and more. Members should keep a valid email address on file with the Club and should mark 406fvpc@gmail.com email as verified with their email provider to avoid spam filters. The Club has no obligation to send paper mail with billing statements or cancellation notices.

**Section 4.02 Disclosure of Information and Condition of Membership:** I understand, acknowledge, and authorize the disclosure and release of information to the Club and the Members Board for the purpose of investigating my qualifications for Club membership, and authorize those persons or entities named herein as references to furnish personal and financial information about me. I further authorize the full disclosure and release of information to the Club regarding my residential status, criminal records, and credit history. Membership in the Club is contingent upon approval by the Club Members Board, which approval shall be at the Club's sole and absolute discretion.

**Section 4.03 Membership Provisions:** I acknowledge receipt of, and agree by execution of this Membership Agreement, that upon the written acceptance by the Club of this Membership Agreement to be bound by the terms and conditions of the following:

- (a) this Membership Agreement, and the following as they may be amended from time to time at the sole and absolute discretion of the Club (collectively the "Membership Provisions"):
  - 1) the Flathead Valley Pickleball Club Membership Plan,
  - 2) the Club Rules and Regulations,
  - 3) the Club's Schedule of Dues and Charges, and
  - 4) such other policies and practices which may be implemented from time to time by the Club. I further acknowledge that membership in the Club is subject to suspension or termination for failure to abide by the terms and conditions contained in this Membership Agreement or any of the Membership Provisions.
- 5) All disputes will be settled with arbitration under the jurisdiction of the State of Montana.

Primary Member Name: \_\_\_\_\_

Primary Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Flathead Valley Pickleball Club

Club Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## ACTIVITY WAIVER & RELEASE

**THIS ACTIVITY WAIVER & RELEASE** (THIS "Agreement") dated this \_\_\_\_\_

Name: \_\_\_\_\_ (the Participant) of the first part and

Flathead Valley Pickleball Club, LLC of  
1260 1/2 W. Valley Drive, Kalispell, MT 59901 (the "Activity Provider") of the second part

**IN CONSIDERATION OF** the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. **Consideration**

Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant releases and forever discharges the Activity Provider, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action debts, accounts, bonds, contacts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence to the Participant's participation in the activity described below, and not withstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.

2. The Participant understands that the Participant would not be permitted to participate in the active described below unless the Participant signed this Agreement.

**Details of Activity.**

3. The Participant will participate in the following activity: Pickleball

**Concurrent Release**

4. The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

**Full and Final Settlement**

5. The Participant hereby acknowledges and agrees that the Participant has carefully read this agreement, that the Participant fully understands the same, and that the Participant is freely and voluntarily executing the same. The Participant has been encouraged to seek legal advice prior to signing the agreement.

7. The Participant understands that by signing this agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against he Activity Provider for any property loss or personal injury that the Participant may sustain while participating or preparing for the above noted activity.

8. This Agreement contains the entire agreement between the parties to this Agreement and the tens of this Agreement are contractual and not a mere recital.

**Governing Law**

9. This Agreement will be governed by and construed in accordance with and governed by the laws of the State of Montana.

**Emergency Contact**

Participant Emergency contact name: \_\_\_\_\_

Phone: \_\_\_\_\_

**IN WITNESS WHEREOF** the Participant and Activity Provider have duly affixed their signatures under hand.

(Participant) \_\_\_\_\_ FVPC (Activity Provider) \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_