



VERO BEACH TENNIS & FITNESS CLUB

Vero Beach Tennis & Fitness Club
702 Timber Ridge Trail SW
Vero Beach, FL 32962

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www.verobeachtennis.net

Membership Application & Club Rules

Welcome to the all-new Vero Beach Tennis & Fitness Club! This document contains information for registering and participating. If you need further information, please contact us any time at any of the numbers above. [Please note that the website domain suffix is “.net”, *not* “.com”!]

Registration & Membership

We are a membership club, but the general public is welcome to participate on an availability basis. There are three categories of participation – “Full Membership”, “Social Membership”, and “Day Pass”. There are two steps required of every prospective participant from any category prior to participation at the Vero Beach Tennis & Fitness Club:

Step 1. Complete the one-time lifetime Registration & Waiver Form.

Completion of the Registration & Waiver Form is required prior to usage. Waiver **MUST** be signed by all adult participants (parents must sign for minors). Registration or waiver forms completed under previous management are not accepted. There is no fee for registration, and registration alone does not grant or guarantee membership or participation privileges.

Step 2. Sign up for a category of participation - “Full Membership”, “Social Membership”, or “Day Pass”. Upon completion of both the Registration & Waiver Form (Step 1) and selection of a participation category (Step 2) with accompanying payment, membership and participation privileges may be granted for the selected term. All participants (members and day pass members) must check in prior to each use.

Members may elect to join for any pre-selected period of time from one month to one year. **There is no “registration fee”, “joiner fee”, “initiation fee”, or “hold fee”.**

Prospective members have several options to choose from: Choose a membership category - “Full Membership” or “Social Membership”(amenities listed below); Choose a membership type (“Youth”, “Individual Adult”, or “Family”); Choose a payment plan (annual, seasonal, summer-only, monthly on-going, or monthly for a pre-specified number of months). These membership options are explained in the following chart:

Option 1: Choose a membership category...

FULL MEMBERSHIP

Full Membership amenities include...

- use of tennis courts with other members
- use of pickleball courts
- tennis/pickleball reservation privileges
- use of fitness area and pool
- access to clubhouse for cards, games, etc.
- monthly special events (Sept – Apr)*
- daily and weekly scheduled events*
- discounted rate on fitness classes
- discounted rate on tennis lessons

**additional fees may apply for special events*

SOCIAL MEMBERSHIP

Social Membership amenities include...

- use of pickleball courts
- pickleball reservation privileges
- use of fitness area and pool
- access to clubhouse for cards, games, etc.
- monthly special events (Sept – Apr)*
- daily and weekly scheduled events*
- discounted rate on fitness classes

**additional fees may apply for special events*

Option 2: Choose a membership type...

Individual Youth Membership – age 18 & under

Individual Adult Membership – age 19 & older

Note: Kids 18 & under FREE w/Indiv Adult or Family Membership!

Family Membership (any two or more family members living in the same household for tax purposes)

Option 3: Choose a payment plan...

MONTHLY PAYMENT PLANS

Memberships may be purchased up front for any number of months at the listed monthly rate. Memberships may also be purchased on an on-going month-by-month basis at the monthly rate with a credit card on file through Square

Payments for all monthly memberships are due on the first of the month – initial payments will include a proration for partial month, if applicable, but partial month memberships are otherwise unavailable. All monthly memberships expire at the end of the month.

SEASONAL PAYMENT PLANS

“Season”: Oct 1 – Apr 30

“Summer”: May 1 – Sept 30

Shorter memberships are only available at the monthly rate.

ANNUAL PAYMENT PLAN

Includes 12 total months (“Season” + “Summer”), but may start on any date and expires one year from date of purchase.

Warrant of Good Health

By registering with the Vero Beach Tennis & Fitness Club (“the Club”), participants warrant that they are in good health and have no impairment or disability that would be exacerbated by activities engaged in at the Club, as verified by a medical examiner. All participation at the Vero Beach Tennis & Fitness Club is at the participant’s own risk, and participants certify that they are aware of the risks inherent in the programs and activities offered by the Club. Any injuries sustained while at the Vero Beach Tennis & Fitness Club must be reported to staff and an Accident/Incident Report completed before leaving the premises or it will be presumed and concluded that any injury was not a result of any incident that occurred at the Club. (Refer to Registration/Waiver form.)

Hours of Operation

The hours of operation may vary by season and for night tennis or pickleball and special events, and will be posted both outside of the building and on the official website at www.verobeachtennis.net. [Please note the domain suffix is “.net”, not “.com”!]

Check-In/Access

All participants – members and day pass members – must check in prior to each use. Members may not allow access to non-members, and doing so may entail forfeiture of membership. Each member may be given an electronic access device which may either be self-swiped or handed to clubhouse attendant. Access devices are at no time transferable, and allowing non-members to use access devices may result in forfeiture of membership.

Court Reservations

Only full members may reserve tennis courts. Full members and social members alike may reserve pickleball courts. Courts may be reserved up to 7 days in advance by stopping in the clubhouse or calling (772) 569-7700 or emailing verobeachtennisclub@gmail.com. Voicemails and email reservations are not valid until approved. During peak season, times may be restricted to predetermined blocks (e.g., Block 1 from 8:30 am to 10:00 am, Block 2 from 10:00 am to 11:30 am, etc.), and court assignments may be rotated by staff on a regular basis. Court sweeping and irrigation will also be on a fixed schedule so selected banks of courts may not be available for play at certain times.

Substitute Players

All players on all courts must be full members or Day Pass users. Day Pass usage is on an availability basis only, and must be pre-registered and pre-approved. The Vero Beach Tennis & Fitness Club may allow non-members to “try” the club for a day (on an availability basis), but in all cases these non-members must be registered and approved prior to use.

Day Pass

Day Passes are sold on an availability basis only, and Day Pass usage is limited to 3 times per person per calendar year, including Day Pass usage for occasional promotional events (e.g. “Try It Free” promo).

Other Membership Fees

There is no longer any “registration fee”, “joiner fee”, “initiation fee”, or “hold fee” to become a member at the Vero Beach Tennis & Fitness Club.

Late Fee

A \$10 late fee will be applied to any payments received after the due date. Monthly membership may be paid for a preselected number of months, but members choosing this “Monthly Prepay” option will not be sent individual monthly invoices, and will be responsible for extending the membership by the first of the month to be renewed. For on-going monthly memberships, Square credit card processing is used to safely and securely hold credit cards electronically on file to be charged on the 1st of each month, avoiding late fees. Annual members may also keep a card on file through Square for annual renewals.

The late fee applies to tennis lessons, fee-based events, memberships, or any other payments made after the due date. Tennis lesson fees and payment for fee-based events are due prior to participation.

Proration of Monthly Payments

All monthly memberships begin on the first day of the month and end on the last day of the month. New memberships purchased mid-month will be prorated for the remainder of the month of purchase.

Pre-Payments (Florida Law)

Members certify that they are aware of the following statement pertaining to prepayment of health club membership fees based on Florida Law (*this Florida Law does not pertain to tennis, pool, social, or other memberships not included in the health club membership fees*):

“SHOULD YOU (THE) BUYER CHOOSE TO PAY MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.”

Vero Beach Tennis & Fitness Club is registered with the State of Florida as a Health Studio.

Registration No. is HS12365.

Florida Law Pertaining to Health Club Membership Fees (Continued)

- Health Studio Members are entitled to the penalty-free cancellation of this contract within 3 days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the Club, and refund upon such notice of all moneys paid under the contract, except that the Club may retain an amount computed by dividing the number of complete days in the contract term, or if appropriate, the number of occasions the health studio’s services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract

or, if appropriate, by the number of occasions that health studio services have been rendered. A refund shall be issued within 30 days after receipt of notice of cancellation.

- Health Studio Members are entitled to the cancellation and refund of the contract if the contracting business location of the health studio goes out of business, or moves its facilities more than five (5) driving miles at no additional cost to the buyer.
- A Health Studio Member's notice of his/her intent to cancel shall be given in writing to the Club, and such notice of cancellation shall also terminate automatically the consumer's obligation to any entity to whom the Club has subrogated or assigned the consumer's contract. If the Club wishes to enforce such contract after receipt of notice, it may request the Florida Department of Agriculture & Consumer Services ("the Department") to determine the sufficiency of the notice.
- If the Department determines that a refund is due the buyer, the refund shall be an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of the Health Studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises:
 1. Upon sale, for not more than 14 consecutive days; or
 2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

A refund will be issued within 30 days after receipt of the notice of cancellation.

- Health Studio Members are advised to contact the Florida Department of Agriculture & Consumer Services for information within 60 days should the Club go out of business.
- The contract may be cancelled if the buyer dies or becomes physically unable to avail himself or herself of a substantial portion of those services which he or she used from the commencement of the contract until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The buyer or the buyer's estate seeking relief under this cancellation of the contract by the buyer shall be established if the buyer furnishes the Club with certification of such disability by a physician licensed under Chapter 458, 459, 460, or Chapter 461 to the extent the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within 30 days after receipt of the notice of cancellation.
- The initial contract will not exceed 36 months and thereafter shall only be renewable annually. Renewal contracts may not be executed and the fee therefore paid until 60 days or less before the preceding contract expires.
- If the Club requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the Club will provide the buyer with the means of such identification.

Refunds/Cancellations

Where the previously cited Florida Law regarding Health Studios does not pertain, the following refund/cancellation policies apply: refunds may be approved for any remaining full month of membership term, but in no case will refunds be applied prior to the date of application for refund. Refunds are also not issued for partial months used.

Approved refunds for remaining membership terms will be computed based on percentage of previous membership period at the regular (not "Special", if applicable) monthly rate. For example, if the (regular or special) annual rate of X per year was paid up-front and in full, and the posted regular monthly rate is Y per month, and application for refund of remaining membership occurs in the middle of the seventh month, then the member amount *due* is 8 months x Y, so that the refund amount will be computed as

$$\text{Membership Amount Due} = X - (8 \text{ months}) \times Y.$$

If the above Membership Amount Due is greater than the total amount paid up front, then there will be no additional amount due, but also no refund.

Registration is not cancelled due to membership cancellation, however, and members may seek reinstatement at a later time, subject to approval and payment of membership fees at the then-prevailing rate. See “Florida Law” above for refund/cancellation policy within 3 days of contract initiation, due to death or physical impairment, or due to the Club closing or moving.

Not Responsible for Lost, Stolen, or Damaged Property

The Vero Beach Tennis & Fitness Club is not responsible for lost, stolen, or damaged property. Please do not bring valuables onto the property.

Parking

Due to high demand, only participants may park at the Vero Beach Tennis & Fitness Club. No overnight parking is allowed without a current VBTF parking permit (only a very limited number of permits may be made available on a month-to-month basis). VBTF parking permits must be clearly visible through the dashboard window. The Vero Beach Tennis & Fitness Club is not responsible for vehicle damage or theft.

Member Etiquette and Responsibilities

Membership at the Vero Beach Tennis & Fitness Club is shared with all other members and guests, so please be respectful of others at all times, including:

- All members and day pass users must check in for each use. Members may not allow non-members to use the facilities in any way without prior registration and approval.
- No disruptive noise on or near tennis courts. No profanity or offensive language.
- Please end play promptly at end of reserved time when others are waiting to play.
- No smoking allowed anywhere on premises of the Vero Beach Tennis & Fitness Club.
- Proper attire must be worn: footwear and shirts are required except in the pool area; proper tennis shoes must be worn on tennis courts (please wear shoes specifically designed for clay or “HarTru” tennis courts). Please clean off shoes before entering the clubhouse from the courts.
- While on court, follow the USTA’s Code of Conduct for Un-Officiated Matches (copy available at the website, www.verobeachtennis.net).
- By utilizing equipment and facilities of the Vero Beach Tennis & Fitness Club, participants certify that they have inspected such equipment and facilities and have deemed them suitable for use.
- Participants are responsible for excessive damages to courts, equipment, or premises and agree to abide by all posted rules at all times.

Complete this portion only after Registration & Waiver Form has been completed and signed. Additionally, each applicant over 18 years of age must sign below to signify understanding of and agreement to abide by the most current prevailing version of the Club rules as posted on the club website, www.verobeachtennis.net. See Registration & Waiver Form for complete contact wording.

_____ X _____
 Print Name Signature Date

_____ X _____
 Print Name Signature Date

----- See accounting running total on next page -----

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