



Membership Contract

Date ___/___/___

Primary Member No. _____

Wildcat Fitness & Fun
800 Anneberg Circle and 8200 S Port Drive
Manhattan, KS
wildcatfitfun.com • 785.539.7529

Form with fields: Last, MI, First, Address, City, State, Zip, County, DOB mm/dd/yyyy, Cell Phone, Email, Employer

Please Note: All family members, listed below, will be verified using public records.

(Legally dependent children up to and including age 18 may be included in membership) *

CHILDREN MUST BE AT LEAST 14 YEARS OF AGE TO USE GYM [Redacted] (Member initials)

Form for family members with columns: Spouse, Child/Dependent, Child/Dependent, Child/Dependent and rows for Birthday, Age, Cell #

An annual Facility Enhancement Fee \$25.00 (tax not included) will be charged each June to EFT accounts. [Redacted] (Member initials)

Authorization for Payment of Fees - Electronic Bank Draft

Changes in bank account information must be submitted by completing a new Method of Payment Form. Changes must be received by the last day of the month in order to be processed for next month's payment.

[Redacted] (Member Initials)

Form for bank draft authorization with fields: Name of Bank, Name Exactly How It Appears on Account, 9 Digit Bank routing #, ACCT #

I agree to abide by the following:

I agree to abide by all rules, regulations and bylaws of the Club as outlined in Addendum A and B of this Membership Contract or as amended by management.

It is my complete understanding that if I wish to terminate my membership, I must complete the Cancellation Form and submit it 30 days prior to your contracted renewal date.

Waiver/Release

I hereby agree to participate and/or engage in the use of the course, equipment, facilities, and programs offered by the Club upon the understanding and agreement that: 1. Acknowledging the desirability of a physical examination before participation...

understand that by becoming a member, the Club may, at their discretion, obtain credit information for me and other persons 18 years and older that are listed on this application.

VIZpin Smart App Bluetooth Key usage

I understand by signing below, that Bluetooth Key access will be or has been granted for my individual use only and may not be transferred to anyone.

Note: This membership is a 12-month contract, starting with your dated signature below.

I have read and understand the terms of this Membership Agreement as outlined in the Membership Contract Information (Addendum A) and the General Membership Information and Procedures Document (Addendum B) that is on the reverse side of this document.

Signature lines for WF&F Staff, Member, and Date

*All membership agreements are subject to final approval by Wildcat Fitness & Fun owners.

MEMBERSHIP CONTRACT INFORMATION - ADDENDUM "A"

In this Contract, the words "you", "your", "my" and "Member" shall refer to the Member where appropriate. The words "we", "our", "us", "Club" and "Management" shall refer to Kangolf Inc., dba Wildcat Fitness & Fun.

MEMBERSHIP: We hereby sell to you and you hereby purchase from us a membership to Wildcat Fitness & Fun (hereinafter "the Club"). This membership, as defined in Addendum "B", shall entitle you, your spouse, and children to access and use of the facilities and amenities specified in the membership (refer to the Membership Application). All memberships are non-voting and non-proprietary. No rights of ownership are conferred upon you by this Contract.

TERM OF MEMBERSHIP: Your membership will begin on the date that this Contract is signed. Your membership will automatically renew on each anniversary of your contracted date. It is my complete understanding that if I wish to terminate my membership, I must complete the **Cancellation Form and submit it 30 days prior** to my contracted renewal date. Early termination will only be accepted in the event of a member who passes away or a member who has accepted a military assignment out of the area. If a member moves or is transferred (in or out of state), is involved in a divorce, becomes unable to use the facilities, etc. they are liable for fees through the remainder of the contracted year. You shall not be relieved of your obligation to make any payment agreed to in this Contract and no deduction or allowance from any said payments shall be made by reason of your failure to attend or use the Club's facilities, your renouncement of your membership or your failure to notify us of your termination as specified above.

MEMBERSHIP FEES: Costs and payment terms for your Club membership are specified in the Membership Application. Management reserves the right to increase your fees for subsequent membership terms by notifying you in writing at your last known address. Such notification shall be made by first class mail and sent no later than January 31 any given year. The notice will be deemed effective when deposited with the U.S. Post Office.

ANNUAL RENEWAL: Members choosing to pay annually will be mailed a renewal statement 30 days prior to your contracted date. Payment must be received no later than the anniversary of the contracted date to keep your membership current. Payment not received by that day will result in automatic cancellation of membership, and initiation fees will be charged should the membership be renewed.

RETURNED CHECKS OR BANKDRAFTS: If the bank dishonors your check or bank draft, Management shall have the right to assess a service charge of \$30.00 for each transaction that is dishonored. Additionally, Management may suspend membership privileges, with or without notice, until all past due amounts are paid.

UNPAID BALANCES: Statements will be mailed the first week of the month and are payable on or before the 15th of that month. All unpaid balances over 10 days past due are subject to finance charge of 1-1/2% per month. In no event will the finance charge exceed the maximum allowed by law. Any balance over 30 days past due will result in automatic suspension of membership privileges until the account is brought current, including payment of late and finance charges. Management shall have the right to turn over delinquent accounts to an attorney or collection agency. Member is obligated and hereby agrees to pay, as allowed by law, any collection costs and/or attorney's fees incurred by Management pursuant to enforcing the financial obligation of the member.

ACCELERATION: If you are in default on your payments to us by more than 10 days, we may send you a Notice of Default and Right to Cure. You will then have 20 days from the date the Notice is given to cure the default. If you do not cure the default in that 20-day period, we may accelerate your membership fees and declare the entire amount due and owing under this Contract to be payable in full, immediately. If you do cure the default in the 20-day period and default again, we do not have to send you an additional Notice of Default and Right to Cure and may accelerate your membership fees and declare the entire amount due and owing under this Contract to be due and payable in full immediately. Additionally, Management may suspend membership privileges with or without notice, until all past due amounts are paid.

RULES AND REGULATIONS: Member agrees to abide by all membership rules and regulations of the Club, which may be posted at the club, issued orally, published in a newsletter, posted to the Website, or listed in Addendum "B" to this Contract. These rules may be amended from time to time at Management's discretion. A \$20 charge will be assessed for riding 3 on a cart, starting play without paying appropriate green fees, rider's fees, guest fees, etc., playing extra holes with a cart rental and bringing alcoholic beverages on the premises that were not purchased from the Club. Additionally, Management reserves the right to suspend membership privileges for violation of membership rules and regulations.

GUEST POLICY: Guests must be signed in at the Golf counter. Guest fees must be paid before using the facility at the established rate per visit as posted at the Club. Members who fail to register their guests are subject to suspension of privileges.

TEE AVAILABILITY: Wildcat Fitness & Fun may experience temporary interference from outside groups. All such outings will be published in advance at the clubhouse. WF&F will restrict these "outside" tournaments to interfere as little as possible with member activities. Men's, Women's & Couples League events are not considered "outside" events.

UNLIMITED GOLF PRIVILEGES: All golf members have unlimited golf privileges as modified only by the booking of outside parties. These bookings are necessary in order to keep our fees reasonable and cause only temporary closings of tees to members.

CONSIDERATION: In consideration for and in reliance on your promise to maintain your membership for the term specified and to pay the membership fees as specified, we will: (1) provide the use of the golf course, facilities and athletic equipment in the form of Club's choice, and (2) upgrade our course, facilities and equipment at our discretion.

ENTIRE AGREEMENT: This Contract constitutes the entire and exclusive agreement between the parties. Any promises, representations, understanding and/or agreement pertaining directly or indirectly to this Contract, which is not contained herein, are of no force or effect. This Contract may be modified only by an instrument in writing signed by an officer of Wildcat Fitness & Fun. Employees are not authorized to make any independent agreement with any Member that is contrary to this Contract or the Club's general policies.

GENERAL MEMBERSHIP INFORMATION AND PROCEDURES - ADDENDUM "B"

MEMBERSHIP: All members, spouses and children have, if in good standing, use of Club facilities during business hours published in the newsletter and/or posted at the Club. For the safety of our members and guests' rules and regulations are posted at the Club. These may involve but are not limited to age requirements for use of golf carts and exercise equipment. Members are encouraged to bring guests (guest fees apply), and reserve golf starting times for play up to one week in advance. The only times not available to members are those times specifically reserved for outside groups. These times will be posted the Club in advance.

***Definitions:**

- A. **Member:** Those men and women over the age of 18 who have signed a membership agreement.
- B. **Spouse:** A person legally married to the Member.
- C. **Child:** Member is a natural or adopted child or stepchild under the age of 18. (Children must be at least 14 years of age to use the Fitness Center)

SUSPENSION OR EXPULSION OF MEMBERSHIP PRIVILEGES BY MANAGEMENT: Management has the right to suspend the privileges of any Member or expel any Member from the Club at any time for a) non-payment of fees, b) violation of this Contract, c) for conduct prejudicial to the interests of the Club or d) for reasons of Management's sole discretion. The Member shall be notified in writing via first class mail to the last address listed in the business office of the Club. This notice will be sent at least 10 days before the effective date of expulsion. If the member considers his/her expulsion for causes a), b) or c) to be unreasonable, he/she must contact management within 10 days of receipt of notice of expulsion to:

1. Question the validity of the expulsion; or
2. Arrange a meeting with Club management prior to the expiration of the 10-day notice period to discuss the reason for his/her expulsion; or
3. Make any presentation to avoid such intended expulsion.

In the event no contact is made with Club management within the 10-day notice period, such expulsion shall take effect on the date specified. Management's decision following such reconsideration shall be final and binding. A suspension of membership or expulsion for causes a), b) or c) does NOT relieve the Member of his/her obligation to pay fees as specified in the "MEMBERSHIP FEES" section of the Contract.

ALCOHOLIC BEVERAGES: To comply with the Kansas liquor laws, no outside alcohol is permitted on the Club property.