

A. Membership Agreement: This Membership Agreement consists of sections A through E below which governs your Bergen County Pickleball Club membership under the membership plan that you select below. This Membership Agreement is important and affects your legal rights, please read it carefully. Throughout this Membership Agreement we will refer to you as “you” or “Member” and to Bergen County Pickleball Club, LLC as “we” or “BCPC.”

B. Membership Plans: BCPC offers three membership plans. Each membership plan begins on the date of purchase, or if BCPC is not open for business on the date of purchase, your start date will be the later of the date you purchase your membership plan, or the date BCPC opens for business (the “Start Date”) and automatically renews in accordance with the terms of the Membership Agreement. You are responsible for all applicable sales and other taxes associated with the purchase of your Membership Plan.

D. MEMBER BENEFITS: As a member of BCPC, you will have access to the BCPC facility including pickleball courts, pro shop, lounge/viewing areas and restrooms at the Club where you purchase your membership. In addition, you will enjoy the following Member Benefits:

- Open Pickleball Play
- Court Reservations (subject to availability and other restrictions)
- Access to MEMBER ONLY Tournaments, Leagues, and Events
- Discounted fees for public tournaments, leagues, and events.

E. Freeze Policy: Written email request required with 30 days' advance notice to freeze your membership. You will still be charged for the 30 days.

F. Terms and Conditions

1. CERTAIN MEMBERSHIP TERMS. Membership Plan's are either annual or monthly. Memberships may be canceled in accordance with Section 5 of these Terms. Memberships are non-transferable, and prices are subject to change.

2. START DATE; RENEWAL. The term of your BCPC membership Plan begins on the date of the purchase of your membership Plan. Or if the Club for which you are purchasing a membership plan, is not yet open the date that that Club opens for business (the “Start Date”) and continues for a period of three hundred and sixty four (364) days for the Annual Plan. Thereafter your Plan membership **will AUTOMATICALLY RENEW AND CONTINUE ON AN MONTHLY OR ANNUAL BASIS depending on the plan you choose, IN ACCORDANCE WITH THE AUTOMATIC RENEWAL TERMS SET FORTH IN SECTION 5 BELOW, UNTIL YOU EXPRESSLY CANCEL IT, OR UNTIL WE TERMINATE IT.**

3. AUTOMATIC RENEWAL TERMS AND CANCELLATION. Each Plan will automatically renew for successive terms equal in length to your Plan’s initial term until it is canceled or terminated.

(ii) **Annual Plan Membership:** you may cancel your Annual Plan membership, within the first seventy-two (72) hours after the Start Date by submitting cancellation/termination request to russ@bcpickleballclub.com

You will receive a refund of pre-paid fees, minus \$25.00. Your prepaid Annual Plan shall NOT be terminable after the first seventy-two (72) hours after the Start date of the Annual Plan. You understand that, if you do not want your membership to renew, you must cancel/terminate it at least thirty (30) days before the next automatic renewal date. You understand that you may cancel or terminate your membership for any reason by emailing russ@bcpickleballclub.com.

(iii) BCPC reserves the right to cancel, suspend, or revoke a membership or deny Club admission to any Member at any time for any reason. Cancellation/Termination, suspension, or revocation of Club privileges under a membership Plan due to your violation of BCPC's policies or rules, may, at BCPC's sole discretion, result in you being barred from visiting BCPC without any refund or prepaid fees.

4. ADDITIONAL, AGREEMENTS AND COVENANTS. You represent, or acknowledge and agree (as the case may be), that:

a. you will maintain an active credit card, debit card, or ACH authorized for payments ("Payment Method") under your membership Plan;

b. you have the authority to bind each individual and each individual's membership Plan added to your Payment Method to this Agreement;

c. all individuals and membership Plans added and paid for under your Payment Method will be regarded as active members and membership Plans until you cancel each membership, in accordance with the cancellation terms described in Section 5 above. **NOTE: you must identify each individual Plan when canceling a membership; BCPC will NOT automatically cancel all membership Plans attached to your Payment Method;**

d. you will promptly notify BCPC of any change in your Payment Method information;

e. you are an authorized user of the Payment Method used to purchase this membership, and you will not dispute the scheduled transactions with your bank or credit card company so long as the amounts charged are in accordance with the terms and conditions of this Agreement;

f. you understand that BCPC will not charge you a fee for authorizing recurring payments, but that your financial institution may charge you a fee for accepting and processing electronic debit transactions;

g. in the event the credit card provided is declined, you grant BCPC the permission to re-submit the card for payment; and

h. you understand that you have the right to cancel this Agreement using the procedure described in Section 5 above within seventy-two (72) hours of the date of a full year membership plan described above to receive a full refund of any pre-paid, but unused fees. Refunds will be processed within

thirty (30) Operating Days of receipt of the cancellation notice by BCPC. "Operating Day" means any day on which patrons may inspect and use the facilities and services of BCPC.

5. DURATION OF MEMBERSHIP: All memberships begin from the start date of full payment. Membership cancellation must be in written form, sent to russ@bcpickleballclub.com. To cancel your yearly or monthly membership, you need 30 days' advance notice, and you will not be charged after the 30 days. BCPC will continue to charge you, until you cancel your membership in accordance with the cancellation procedure, or unless BCPC terminates this Agreement, at its sole option. *Subject to the provisions contained herein, payments are nonrefundable and there are no refunds or credits for partially used periods.*

6. TERMINATION: BCPC reserves the right to cancel, suspend or revoke any membership or deny Club admission to any Member at any time for any reason. Cancellation, suspension, or revocation of Club privileges under a membership Plan due to your violation of BCPC policies or rules, may, at BCPC's sole discretion, result in you being barred from visiting any other BCPC without any refund of prepaid fees.

13. CERTAIN LIMITS AND RESTRICTIONS: Your Plan cannot be combined with any other offers, deals, discounts, or promotions. Use of the Club's pickleball courts are subject to reservations, and walk-in use of the pickleball courts may be limited or restricted by the Club where you purchased your Plan. Membership does not guarantee use of a pickleball court, and Members may have to wait an indeterminate period to use a pickleball court. Unless otherwise expressly specified, membership does not include private events (including birthday or other parties, team or league events and parties, corporate events, group events) or events that require separate admission. Membership does not guarantee admission, especially during high attendance or other closure periods. Memberships are nonrefundable, nontransferable and remain the property of BCPC. Additionally, memberships may not be used for commercial purposes.

14. CHANGES. BCPC reserves the right in its sole discretion to modify or update this Agreement and/or change, alter, or discontinue the Plan, the list of participating Clubs, Club services, entertainment or attractions, operating hours, and any reward or special status Plans at any time and without notice to members beyond updating this Agreement. If we make changes, we will attempt to provide reasonable notice of such changes, such as by sending an email notification or posting an announcement on our website or the website of the Club that issued your membership Plan.

15. TAXES. A membership Plan is taxable under New Jersey state law. Additionally, any prize or gift provided to a Member, may be taxable, depending on the value of the item and the applicable federal, state, and local tax laws. Members are solely responsible for payment of any applicable taxes and any applicable tax reporting obligations.