

Martin's Landing Foundation

2022/2023 RECREATION MEMBERSHIP RENEWAL AGREEMENT

Member Information

Please print clearly

Contact Member <small>Contact member for all communications</small>	Surname: _____		First Name: _____			
	Household Address: _____					
	<small>(Street)</small>		<small>(City)</small>		<small>(State)</small>	<small>(Zip)</small>
	Home Phone: () _____	Work Phone: () _____	Mobile Phone: () _____			
	Home Fax () _____	Work Fax () _____	Email Address: _____			
	All communications will be delivered by email. Check this box if you do NOT want e-mail delivery: <input type="checkbox"/>					
Birth Date: / /	ALTA No.: _____		USTA No.: _____			
Important: Signature below indicates Recreation Membership Agreement (below) was read, FULLY UNDERSTOOD, and agreed to.						
Signed: _____ Today's Date: _____						

Member 2 <small>Spouse</small>	Surname: _____		First Name: _____		
	Home Phone: () _____	Work Phone: () _____	Mobile Phone: () _____		
	Home Fax () _____	Work Fax () _____	Email Address: _____		
	All communications will be delivered by email. Check this box if you do NOT want e-mail delivery: <input type="checkbox"/>				
	Birth Date: / /	ALTA No.: _____		USTA No.: _____	
Important: Signature below indicates Recreation Membership Agreement (below) was read, FULLY UNDERSTOOD, and agreed to.					
Signed: _____ Today's Date: _____					

Additional Members	3	Surname: _____		First Name: _____		
		Birth Date: / /	ALTA No.: _____		USTA No.: _____	
	4	Surname: _____		First Name: _____		
		Birth Date: / /	ALTA No.: _____		USTA No.: _____	
	5	Surname: _____		First Name: _____		
		Birth Date: / /	ALTA No.: _____		USTA No.: _____	
	6	Surname: _____		First Name: _____		
		Birth Date: / /	ALTA No.: _____		USTA No.: _____	

(See Recreation Membership Agreement on Page 2)

Martin's Landing Foundation RECREATION MEMBERSHIP AGREEMENT

The Martin's Landing Foundation ("MLF") is a non-profit organization that maintains the swim and tennis amenities for residents of Martin's Landing. Use of these amenities is also offered to non-residents in the Roswell area for a membership fee.

Recreation Member ("Member") agrees to obey all rules, regulations, procedures, and by-laws governing the use of MLF amenities as established from time to time by the Martin's Landing Foundation Board of Directors (the "Board"). *Reasonable effort will be made to provide adequate notice to members when such changes are adopted and to publish the most recent policies at www.martinslanding.org.* **Member acknowledges that such rules, regulations, procedures, and by-laws have been made available to Member and are incorporated into this Recreation Membership Agreement by reference. Where inconsistent, the language of the Board's rules, regulations, procedures, and by-laws shall prevail.**

Member agrees that participation in a sport or physical exercise may result in accidents or injury. Member assumes the risk connected with the participation in a sport or exercise and acknowledges that the MLF will not render any medical services in the event of accident or injury to Member or Member's guests, invitees, employees, and contractors ("Guests"). **Member agrees that the MLF and all of its directors, officers, agents, and employees shall not be liable for any claim, demand, cause of action of any kind whatsoever for, or on account of, death, personal injury, property damage, or loss of any kind resulting from or related to Member's or Member's Guests' use of the facilities or participation in any sport, exercise or activity within or without MLF premises, and Member agrees to hold the MLF and all of its directors, officers, agents, and employees harmless from same and fully indemnify them from any action for damage to property or persons associated with, arising from or related to Member's or Member's Guest's use of the facilities.** Damage to any MLF property resulting from the actions of Member or Member's Guests shall be Member's responsibility, including the cost of repair or replacement. Such repair or replacement may occur at the MLF's discretion.

Member acknowledges that the payment of an initiation fee and dues is for a non-equity right to the use of Martins Landing facilities and such payments are not made with the expectation of profit or investment return.

Member agrees that memberships are non-refundable and are not transferable or convertible, nor do they pass by descent, devise, or through any other legal proceeding.

Member agrees that the amount of annual membership dues and the terms of payment are subject to change upon action of the Board.

Member agrees to pay all indebtedness to the MLF in accordance with the terms of each transaction as stipulated by the Board. Indebtedness not paid within the stipulated terms may incur interest in an amount not to exceed 18% per annum. . A Member whose account is delinquent may be suspended or expelled. The suspended Member shall remain suspended until reinstated thereafter by the Board.

Member agrees, with respect to Family Memberships, that the Contact Member and the Contact Member's spouse shall be jointly and severally liable for the payment of all fees, dues, and assessments.

Member agrees that the Board shall have authority to privately discipline, publicly reprimand, suspend, fine, or expel any Member for cause. Such cause includes, but is not limited to, the violation of this Membership Agreement and the rules, procedures, policies, and by-laws made a part hereof, the failure to pay indebtedness to Martins Landing, or conduct which, in the sole discretion of the Board, is prejudicial to the Martins Landing's welfare or to the good order and discipline thereof. Notwithstanding the foregoing, the Board of Directors, in its sole and complete discretion, may furthermore expel any Member without cause upon thirty (30) days written notice.

A suspended Member shall continue to be obligated for payment of all fees, dues, assessments and other charges, if any, during the period of suspension. An expelled Member's right to and interest in the privileges of the Martins Landing shall immediately terminate and an expelled Member may not be a Guest of another Member unless specifically approved by the Board. Expelled Members shall not be entitled to a refund of any dues or other fees paid.

Member agrees to provide timely updated contact information to the Martins Landing if any subsequent changes occur to the contact information set forth herein.

Member agrees not to distribute any MLF confidential information, including the MLF's Member Directory, to persons who are not members.

Member agrees not to solicit for any cause, other than MLF-related activities, on MLF premises unless approved by the President or the Board. Member agrees that the Martins Landing's addresses and/or telephone numbers shall not be listed on any private stationery or advertised as the business or residence of any member or Guest.

The Martins Landing reserves the right to close the facilities to members for any reason deemed necessary. The Martins Landing will make all reasonable effort to minimize facility closings and to notify members prior to closing the facilities.

The MLF is committed to being an equal opportunity recreational facility. We reserve the right to refuse the use of the facility to anyone based on criminal history or a history of mental illness that we believe may pose a safety threat to others and will evaluate each case individually. In no case will we knowingly admit Member or Member's Guest to an unsafe environment.

Termination of a Member's membership in the Martins Landing shall be effective upon (a) such Member's expulsion, (b) with respect to Family memberships, the death of the Contact Member unless such Contact Member has a surviving spouse, (c) with respect to Single Members, the death of the Member, or (d) the receipt by the Martins Landing of a Member's verbal or written resignation of membership.

PRIVACY STATEMENT

The MLF is respectful of your privacy. For your own information and protection, please read the following policy carefully.

- Personal information provided to the MLF by you, including that given in connection with this application process, may be used by the MLF for its own internal business purposes. The MLF reserves the right to send electronic mail to you for the purpose of general and specific communications.
- Personal information provided to the MLF by you is not sold, traded, or otherwise delivered to non-member third parties without your permission. Aggregated information may be given, leased or sold to third parties, but individual information will only be given to third parties if you have permitted the MLF to do so.

Please understand that personal information made available for member use in the Member Directory may be obtained, viewed, and used by the non-member third parties. Members of the Martins Landing are advised that the information in the Member Directory is not for general dissemination and the Martins Landing Foundation shall not be held responsible for information that members reveal in violation of association policy.

Please return this **RECREATION MEMBERSHIP APPLICATION and AGREEMENT** and a check made payable to Martin's Landing Foundation to secure your membership. Mail or drop off the completed form with payment to: Martin's Landing Foundation, 9205 Martin Road, Roswell, GA 30076.

Recreation Membership Categories

Memberships will be in effect from the date of Acceptance for 1 calendar year. (i.e. January 1- December 31; March 20, 2022- March 19, 2023) as further defined on the next page

	<u>Select One</u>	<u>Dues</u>
Full Family	<input type="checkbox"/>	\$ 1210
Full Individual	<input type="checkbox"/>	\$ 990
Swim Family	<input type="checkbox"/>	\$ 800
Tennis Family	<input type="checkbox"/>	\$ 880
Tennis Individual	<input type="checkbox"/>	\$ 440
Jr. Tennis	<input type="checkbox"/>	\$ 82.50
Trial- One Season (team tennis)	<input type="checkbox"/>	\$ 38.50

**Martin's Landing Foundation
RECREATION MEMBERSHIP DEFINITIONS**

These definitions should be used in conjunction with the membership combinations offered on the Recreation Membership Selection Form. The categories offered on the Recreation Membership Selection Form are the only categories available. Please do not mix and match definitions to create membership categories that are not listed on the Recreation Membership Selection Form.

A. Full Membership

A **Full** membership grants the member the right, subject to the Martins Landing Foundation's By-Laws and various policies, procedures, and rules as adopted by the MLF Board of Directors, to participate in all MLF-sponsored events, to participate on all MLF sponsored teams, to the unrestricted use of the tennis courts and swimming pools at the Martins Landing River facility, Lake Pavilion and North Pond amenity locations, and to the unrestricted use of Martins Landing common grounds throughout the membership term. As of 2019, this membership entitles the member to rent the River Lodge at a non-sponsored price. This membership also includes the right to be accompanied by non-member guests in accordance with the MLF's policies for guest fees and frequency limitations.

1. Family Membership

A **Family** membership grants the above privileges to all members of a household. Household means one or more members who are permanent residents in the same domicile.

2. Individual Membership

An Individual membership grants only ONE member of the household membership privileges. Other members of the Individual member's household shall be treated as non-member guests in accordance with the MLF's policies and procedures for guest attendance at social functions and use of the facilities, including guest fees and frequency limitations. Guests of members are always welcome to be spectators at tennis matches, Swim Team events, and other similar events, and to take swim and/or tennis lessons.

B. Swim Family Membership

A **Swim** membership grants the member the right, subject to the Martins Landing Foundation's By-Laws and various policies, procedures, and rules as adopted by the MLF Board of Directors, to the full use of Martins Landing pool facilities during the pool season. These facilities include the Martins Landing River pool and grounds, the Lake Pavilion pool and grounds, and the North Pond pool and grounds. As of 2018, it also includes access to the Lake Path around Martin Lake and fishing (catch and release) on Martins Lake.

C. Tennis Membership

A **Tennis** membership grants the member the right, subject to the Martins Landing Foundation's By-Laws and various policies, procedures, and rules as adopted by the MLF Board of Directors, to the full use of Martins Landing tennis facilities throughout the membership term. These facilities include the Martins Landing River tennis courts and grounds, the Lake Pavilion tennis courts and grounds, and the North Pond tennis courts and grounds. As of 2018, it also includes access to the Lake Path around Martin Lake and fishing (catch and release) on Martins Lake.

1. Family Membership

A **Family** membership grants the above privileges to all members of a household. Household means one or more members who are permanent residents in the same domicile.

2. Individual Membership

An Individual membership grants only ONE member of the household membership privileges. Other members of the Individual member's household shall be treated as non-member guests in accordance with the MLF's policies and procedures for guest attendance at social functions and use of the tennis facilities, including guest fees and frequency limitations. Guests of members are always welcome to be spectators at tennis matches and to take tennis lessons.

3. Jr. Membership

A Jr. Membership grants one member under the age of 18 membership privileges. Other members of the Jr. member's household shall be treated a non-member guests with the MLF's Policies and procedures for guest attendance at social functions and use of the tennis facilities, including guest fees and frequency limitations.

4. Trial – One Season Membership

A Trial One season membership grants one member of the household membership for one ALTA or USTA season (for example, but not limited to, Winter Alta). Other members of the Individual member's household shall be treated as non-member guests in accordance with the MLF's policies and procedures for guest attendance at social functions and use of the tennis facilities, including guest fees and frequency limitations. This membership is a one time offer only.

Resident (per the Martin's Landing Foundation By-Laws)

Resident means a household that has its permanent place of residence in Martin's Landing Foundation-- (NOTE: An Owner shall be deemed to have made a delegation of all rights to use the amenities to the Occupants of such Owner's Lot or Unit, if leased.)

Non-Resident (per the Martin's Landing Foundation By-Laws)

Non-resident means a household that is not a Resident (as defined above).

If you have any questions, please contact Christy Taylor, On-site Property Manager at mlf@martinslanding.org.