

Martin's Landing Foundation

RECREATION MEMBERSHIP RENEWAL AGREEMENT

Member Information

Please print clearly

Contact Member <small>Contact member for all communications</small>	Last Name:		First Name:			
	Household Address:					
	<small>(Street)</small>		<small>(City)</small>		<small>(State)</small>	<small>(Zip)</small>
	Home Phone: ()	Work Phone: ()	Mobile Phone: ()			
	Email Address:					
	All communications will be delivered by email. Check this box if you do NOT want e-mail delivery: <input type="checkbox"/>					
Access Card Credential:						
Important: Signature below indicates Recreation Membership Agreement (below) was read, FULLY UNDERSTOOD, and agreed to.						
Signed: _____ Today's Date: _____						

Member 2 <small>Spouse</small>	Last Name:		First Name:		
	Home Phone: ()	Work Phone: ()	Mobile Phone: ()		
	Email Address:				
	All communications will be delivered by email. Check this box if you do NOT want e-mail delivery: <input type="checkbox"/>				
	Access Card Credential:				
Important: Signature below indicates Recreation Membership Agreement (below) was read, FULLY UNDERSTOOD, and agreed to.					
Signed: _____ Today's Date: _____					

Additional Members	3	Last Name:		First Name:		
		Relation to Contact Member:				
	4	Last Name:		First Name:		
		Relation to Contact Member:				
	5	Last Name:		First Name:		
		Relation to Contact Member:				
	6	Last Name:		First Name:		
		Relation to Contact Member:				

(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/pickleball 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, 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.

MLF reserves the right to close the facilities to members for any reason deemed necessary. MLF 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 MLF 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 MLF 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 May 1st or the date of acceptance (if later) through April 30th of the following year.

	Select One	Dues
Full Family	<input type="checkbox"/>	\$ 1,212
Full Individual	<input type="checkbox"/>	\$ 990
Swim Membership	<input type="checkbox"/>	\$ 801
Tennis/Pickleball Family	<input type="checkbox"/>	\$ 882
Tennis/Pickleball Individual	<input type="checkbox"/>	\$ 441
Jr. Tennis/Pickleball	<input type="checkbox"/>	\$ 84
Trial- One Season (Team Tennis/Pickleball)	<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 Martin's 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 social events, to participate on all MLF sponsored teams, to the use of the tennis/pickleball courts and swimming pools at the Martin's Landing River facility, Lake Pavilion and North Pond amenity locations, and to the use of Martins Landing common grounds throughout the membership term. This membership also includes the right to be accompanied by non-member guests in accordance with the MLF's policies 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 frequency limitations. Guests of members are always welcome to be spectators at tennis/pickleball matches, Swim Team events, and other similar events, and to take tennis/pickleball lessons.

B. Swim Membership

A **Swim** membership grants the member the right, subject to the Martin's Landing Foundation's By-Laws and various policies, procedures, and rules as adopted by the MLF Board of Directors, to the use of Martin's Landing pool facilities during the pool season. These facilities include the Martin's Landing River pool, the Lake Pavilion pool, and the North Pond pool.

C. Tennis/Pickleball Membership

A **Tennis/Pickleball** membership grants the member the right, subject to the Martin's Landing Foundation's By-Laws and various policies, procedures, and rules as adopted by the MLF Board of Directors, to the use of Martin's Landing tennis facilities throughout the membership term. These facilities include the Martin's Landing River tennis courts, the Lake Pavilion tennis courts, and the North Pond pickleball courts.

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/pickleball facilities, including guest fees and frequency limitations. Guests of members are always welcome to be spectators at tennis/pickleball matches and to take tennis/pickleball 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 as non-member guests in accordance with the MLF's Policies and procedures for guest attendance at social functions and use of the tennis/pickleball facilities, including frequency limitations. Guests of members are always welcome to be spectators at tennis/pickleball matches and to take tennis/pickleball lessons.

4. Trial – One Season Team Membership

A Trial One season team membership grants one member of the household membership for one ALTA or USTA season (for example, but not limited to, Winter Alta). This membership is a onetime only offer for one season.

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 Erin Damiani, On-site Community Manager at mif@martinslanding.org.