

CLUB MEMBERSHIP AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your club, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Club Membership Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CLUB LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. nonprofit corporation / unincorporated association] with its principal place of business at [CLUB ADDRESS] (the "**Club**"); and

[MEMBER FULL NAME], an individual residing at [MEMBER ADDRESS] ("**Member**").

The Club and Member are each a "**Party**" and together the "**Parties**."

Recitals. The Club is organized to advance its purpose of [DESCRIBE PURPOSE, e.g. promoting amateur sailing / supporting hobbyist gardeners / fostering social connection] and offers membership to qualifying individuals. Member wishes to join the Club and use its facilities, programs, and benefits, and the Club is willing to admit Member, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Membership Grant and Category

1.1 Membership. The Club grants Member a personal, non-transferable membership entitling Member to the rights and benefits of the membership category in Section 1.2, subject to the Club's governing documents and this Agreement (the "**Membership**").

1.2 Category. Member's category is [CATEGORY, e.g. Full / Associate / Family / Junior / Honorary], which includes [DESCRIBE BENEFITS, e.g. voting rights, facility access, event participation] and is subject to [DESCRIBE LIMITS, e.g. no voting rights for Associate members].

1.3 Governing documents. The Club's articles, bylaws, house rules, and policies (the "**Governing Documents**") are incorporated by reference. If a conflict exists between this Agreement and the Governing Documents, the Governing Documents control on matters of Club governance, and this Agreement controls on the commercial terms of Member's individual membership.

1.4 Eligibility. Member represents that Member meets the Club's eligibility criteria and that the information in Member's application is true. The Club may revoke a membership obtained through a material misstatement.

2. Dues, Fees, and Assessments

2.1 Dues. Member will pay membership dues of [AMOUNT] per [period, e.g. year], plus any one-time initiation or joining fee of [AMOUNT], in the currency of [CURRENCY].

2.2 Assessments. The Club may levy special assessments approved under the Governing Documents for capital improvements or extraordinary needs. Member will pay assessments properly levied and allocated to Member's category.

2.3 Billing and due dates. Dues are due [on the anniversary of joining / on [DATE] each year / as invoiced]. The Club will provide reasonable notice of amounts due.

2.4 Late payment. Dues or assessments not paid within [NUMBER] days of the due date may incur a late fee of [AMOUNT] and may result in suspension of privileges or termination under Section 7, subject to any notice required by the Governing Documents and applicable law.

2.5 Changes. The Club may change dues, fees, or assessments as the Governing Documents allow, with reasonable notice to Member.

2.6 No refunds. Except as required by applicable law or the Governing Documents, dues, fees, and assessments are non-refundable, including on resignation or expulsion.

3. Member Rights and Benefits

3.1 Use of facilities. Member may use the Club's facilities, equipment, and programs available to Member's category during posted hours and in accordance with the house rules.

3.2 Governance rights. If Member's category carries voting or office-holding rights, Member may exercise them as the Governing Documents provide. Membership does not confer any ownership interest in the Club's assets unless the Governing Documents expressly say so.

3.3 Guests. Member may bring guests as the house rules allow and is responsible for each guest's conduct and charges.

4. Member Obligations and Conduct

4.1 Compliance. Member will comply with the Governing Documents, house rules, and lawful directions of the Club's officers and staff.

4.2 Conduct. Member will treat other members, guests, and staff with respect and will not engage in conduct that harms the Club's reputation, endangers others, or disrupts Club activities.

4.3 Care of property. Member will use Club property responsibly and is responsible for damage Member or Member's guests cause beyond ordinary wear.

4.4 Charges. Member will promptly pay charges Member incurs at the Club, including for food, beverages, events, equipment, or services.

5. Discipline, Suspension, and Expulsion

5.1 Grounds. The Club may discipline, suspend, or expel Member for non-payment, violation of the Governing Documents or house rules, or conduct detrimental to the Club, following the process in the Governing Documents.

5.2 Process. Before expulsion, the Club will give Member written notice of the grounds and a reasonable opportunity to respond, as the Governing Documents and applicable law require. Decisions are made by the body authorized in the Governing Documents.

5.3 Effect. A suspended Member loses privileges during the suspension but remains responsible for dues unless the Governing Documents provide otherwise. An expelled Member's Membership ends, and Section 7.3 applies.

6. Assumption of Risk and Release

6.1 Assumption of risk. Member understands that participation in Club activities, including any athletic, recreational, or social activities, may involve risks, and Member voluntarily assumes those risks to the fullest extent permitted by applicable law.

6.2 Release. To the fullest extent permitted by applicable law, Member releases the Club and its officers, directors, employees, and volunteers from liability for claims arising from Member's participation, except claims caused by gross negligence or willful misconduct. Releases are enforced differently across jurisdictions and apply only as local law allows.

6.3 Personal property. The Club is not responsible for loss of or damage to Member's personal property at the Club, except as required by applicable law.

7. Term, Resignation, and Termination

7.1 Term. The Membership begins on **[START DATE]** and continues until it ends under this Section or the Governing Documents.

7.2 Resignation. Member may resign on written notice to the Club. Resignation takes effect on the date stated in the notice or the date the Club receives it, whichever is later, and does not entitle Member to a refund of dues already paid except as required by applicable law.

7.3 Effect of ending. When the Membership ends, Member's privileges cease, Member will settle any outstanding balance, and Member will return Club property and any membership credentials. Sections that by their nature should survive (including Sections 5, 6, and 9) survive.

8. Use of Name, Image, and Media

8.1 Consent. The Club may photograph or record Club activities for its records and promotion. If Member is identifiable, the Club will use Member's image for marketing only with Member's separate written consent, except for incidental background use as applicable law allows.

8.2 Club marks. Member may not use the Club's name, logo, or marks except as the Club authorizes in writing.

9. General Provisions

9.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in **[COUNTY, STATE]**.

9.2 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.3 Assignment. Membership is personal to Member and may not be assigned or transferred except as the Governing Documents allow.

9.4 Amendment. The Club may amend the Governing Documents and house rules as those documents provide. This Agreement may be amended only by a writing signed by both Parties or as the Governing Documents require.

9.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 Entire agreement. This Agreement, with the membership application and the Governing Documents, is the entire agreement between the Parties on its subject.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THE CLUB

MEMBER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: N/A

Date: _____

Date: _____

If Member is under the age of majority, a parent or legal guardian must also sign.

PARENT / GUARDIAN (if applicable)

Signature: _____

Printed name: **[NAME]**

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.