

MEMBERSHIP AGREEMENT

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

[ORGANIZATION LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company / nonprofit corporation] with its principal place of business at [ORGANIZATION ADDRESS] (the "**Organization**," "**we**," or "**us**"); and

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

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

Recitals. The Organization offers a membership program providing access to certain benefits, facilities, content, or services (the "**Membership**"). The Member wishes to join the Membership and agrees to the terms below. In consideration of the mutual promises below and the fees paid, the Parties agree as follows.

1. Membership and Benefits

1.1 Grant of Membership. Subject to this Agreement, the Organization grants the Member a personal, non-transferable Membership at the [MEMBERSHIP TIER / LEVEL] level beginning on the Effective Date.

1.2 Benefits. The Membership entitles the Member to the benefits described in [BENEFITS SCHEDULE / EXHIBIT A], which may include [LIST, e.g. access to facilities, member events, discounts, content, or services] (the "**Benefits**").

1.3 Changes to Benefits. The Organization may add, modify, or discontinue particular Benefits from time to time. The Organization will give reasonable advance notice of any material reduction in Benefits and, where required by applicable law, will offer the Member appropriate remedies.

1.4 Non-transferable. The Membership and its Benefits are personal to the Member and may not be sold, assigned, shared, or transferred without the Organization's prior written consent, except as required by applicable law.

2. Eligibility and Member Information

2.1 Eligibility. The Member represents that the Member meets any eligibility requirements for the chosen Membership level and that all information provided to the Organization is accurate and complete.

2.2 Member identification. The Organization may issue a membership card, credential, or account login. The Member is responsible for safeguarding it and for activity conducted under it. Lost or stolen credentials must be reported promptly.

2.3 Updates. The Member will keep contact, billing, and other required information current by notifying the Organization of changes.

3. Fees and Payment

3.1 Membership fees. The Member will pay the membership fee of [AMOUNT] per [BILLING PERIOD, e.g. month / year], plus any applicable initiation fee of [AMOUNT] and applicable taxes.

3.2 Billing and auto-renewal. Unless stated otherwise, the Membership renews automatically at the end of each billing period and the Member authorizes the Organization to charge the payment method on file for each renewal, until the Member cancels under Section 6.

3.3 Price changes. The Organization may change fees on at least [NUMBER, e.g. 30] days' prior notice. A price change takes effect at the next renewal after the notice period; continued Membership constitutes acceptance.

3.4 Late or failed payment. If a payment fails or is past due, the Organization may suspend Benefits until the balance is paid and may charge a reasonable late fee or interest to the extent permitted by applicable law.

3.5 Refunds. Membership fees are [refundable / non-refundable] except as expressly stated in this Agreement or as required by applicable consumer-protection law. Any cooling-off or cancellation rights provided by applicable law are preserved.

4. Member Conduct and Rules

4.1 House rules. The Member will comply with the Organization's posted rules, policies, and codes of conduct, as updated from time to time (the "Rules"). The Rules are incorporated into this Agreement by reference.

4.2 Respectful use. The Member will use Benefits and any facilities responsibly, will not interfere with other members' enjoyment, and will not use the Membership for any unlawful purpose.

4.3 Guests. Guest privileges, if any, are described in the Rules. The Member is responsible for the conduct of the Member's guests and for any damage they cause.

5. Facilities, Risk, and Liability

5.1 Use at own risk. To the extent the Membership includes access to physical facilities, equipment, or activities, the Member uses them at the Member's own risk and will follow posted safety instructions and staff directions.

5.2 Assumption of risk and release. To the maximum extent permitted by applicable law, the Member assumes the ordinary risks associated with participating in Membership activities and releases the Organization from liability for injury, loss, or damage arising from those ordinary risks, except to the extent caused by the Organization's gross negligence or willful misconduct. This Section does not waive any rights that cannot be waived under applicable law.

5.3 Limitation of liability. To the maximum extent permitted by applicable law, the Organization is not liable for indirect, incidental, special, or consequential damages, and its total aggregate liability arising out of or related to this Agreement will not exceed the membership fees paid by the Member in the [NUMBER, e.g. 12] months before the event giving rise to the liability.

5.4 Personal property. The Organization is not responsible for the Member's personal property, except as required by applicable law.

6. Term, Cancellation, and Termination

6.1 Term. This Agreement begins on the Effective Date and continues for the initial term of [INITIAL TERM, e.g. one month / one year], then renews under Section 3.2 until cancelled or terminated.

6.2 Cancellation by Member. The Member may cancel the Membership by giving **[NUMBER, e.g. 30]** days' notice through **[CANCELLATION METHOD, e.g. the member portal or written notice]**. Cancellation takes effect at the end of the current billing period unless applicable law provides otherwise.

6.3 Termination by the Organization. The Organization may suspend or terminate the Membership for the Member's material breach of this Agreement or the Rules, or for non-payment, after any notice and cure period required by applicable law. The Organization may also terminate on **[NUMBER]** days' notice if it discontinues the Membership program.

6.4 Effect of termination. On termination, the Member's right to Benefits ends. The Member remains responsible for amounts owed for the period through the effective date of termination. Any prepaid, unused fees will be handled as stated in Section 3.5 and as required by applicable law.

7. Privacy and Communications

7.1 Privacy. The Organization's collection and use of the Member's personal information is described in its Privacy Policy at **[PRIVACY POLICY URL]**, incorporated by reference.

7.2 Communications. The Member agrees to receive Membership-related communications. Marketing communications are subject to the Member's consent and applicable law, and the Member may opt out of non-essential messages.

7.3 Likeness. The Organization will obtain the Member's consent before using the Member's name, image, or likeness for promotional purposes, except as permitted by applicable law.

8. General Provisions

8.1 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to conflict-of-laws rules. Subject to any non-waivable consumer rights, the Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

8.2 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute by contacting **[CONTACT EMAIL]**. **[OPTIONAL: mediation or arbitration clause — discuss with counsel.]**

8.3 Entire agreement; amendment. This Agreement, together with the Rules and any schedules, is the entire agreement between the Parties on its subject. The Organization may amend the Rules on prospective notice; other amendments require a writing signed or electronically accepted by both Parties.

8.4 Assignment. The Member may not assign this Agreement. The Organization may assign it in connection with a merger, acquisition, or sale of assets, on notice.

8.5 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.

8.6 Notices. Notices must be in writing and sent to the addresses above or as updated in writing, and are effective on receipt.

8.7 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.

ORGANIZATION

MEMBER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[N/A]**

Date: _____

Date: _____

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