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ACCOUNT / CABANA # _____

Season Reserved: _____ 20_____ Through _____ 20_____

Agreement/Contract made this _____ Day of _____ 20_____ Between The VIP Country Club **AND**

Primary Name: _____ Secondary Name _____

Address: _____ Address: _____

City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

Cell: _____ - _____ - _____ Alt: _____ - _____ - _____ Cell: _____ - _____ - _____ Alt: _____ - _____ - _____

E-Mail: _____ E-Mail: _____

INITIAL DEPOSIT \$ _____ **Check #** _____ **Cash** _____ **Credit Card:** _____

<u>Children</u>	<u>Full Name and Age</u>	<u>Associates:</u>	<u>Full Name,</u>	<u>Phone #</u>	<u>E-mail</u>
1. _____	_____	1. _____	_____	_____/_____/_____	_____
2. _____	_____	2. _____	_____	_____/_____/_____	_____
3. _____	_____	3. _____	_____	_____/_____/_____	_____
4. _____	_____	4. _____	_____	_____/_____/_____	_____

of Additional Parking passes _____ @ 350 Per Pass / Maximum 2 Passes Per Family

MANAGER NOTES:

Manager Initials: _____ **Initials:** _____ & _____

EARLY PAYMENT SPECIAL: If your account is paid in full by January 30th of 20_____ You will receive a 3% discount to your account. (Sorry, Credit Card payments do not qualify for discount special)

To reserve your current cabana for the FOLLOWING year, your deposit MUST be received by October 1st of current year. AFTER October 1st. The VIP Beach and Tennis club reserves the right to RENT any cabana without required deposit on a first come first serve basis without Further Notice. **Balances MUST be paid by April 15, of next year.**

**** Ask about our Convenient off-season payment plan. Thank You** **Initials:** _____ & _____

Deposit / Payment Policy agreement: **Note: There is a 3% fee is added to all credit card / Debit card payments**

A 20% non-refundable membership deposit is due upon booking.

TWO additional deposits will be due between contract date and Season Opening date. ***ASK ABOUT PAYMENT PLANS.**

Balance is due ON OR BEFORE: APRIL 15TH 20_____ **Initials:** _____ & _____

ANY extensive ALTERATIONS of Cabana MUST be Approved by The VIP Country Club. **Initials:** _____ & _____

Primary Member Must have a Valid Security Credit card on file: Card Type: _____ # _____

Exp. Date: ____/____/____ CCV Code: _____ Zip Code of Card: _____ Name On Card: _____

By Signing & initialing the applicants confirm they have received, read, and understand and will abide by all rules and regulations of The VIP Country club. This Contract is subject to terms and conditions on both sides of this agreement.

Primary Accepted By: _____ **Secondary Accepted:** _____

Sponsored & Signed By: _____ **A Member of The VIP Country Club**

VIP BEACH AND TENNIS CLUB CONTRACT

1. If this contract is cancelled for any reason, Member's deposit will be forfeited
2. If the Member cancels this contract and the Club is unable to re-rent the Cabana the Member will be responsible for the total cost of this agreement.
3. No alcoholic beverages of any kind will be permitted to be brought onto the Club's premises by the Member, or any of the Member's guest. Any Liquor brought from outside is subject to confiscation.
4. All catering at Cabanas for 8 or more people must be catered by the Club. If a Member wants to cater themselves the Club will charge a \$200 fee.
5. Club reserves the right to enter all cabanas for the purpose of repair and maintenance and to determine compliance.
6. Club reserves the right to expel or remove any Member or Guest of a Member from the Club without liability for Sexual Harassment, Racial or Religious discrimination or defamation.
7. Member shall use such entrance or entrances as may be designated by the Club for both entry and exit of all persons.
8. Member assumes responsibility for all damages caused by Member or Guests, to the Cabana or any property of the Club.
9. The Club assumes no liability regarding loss or damage of any personal property of the Member, or guests. Member acknowledges that the Club policy is to remove all personal property from the Cabanas at the end of the season.
10. In the event that the Club, at the request of the Member, furnishes food, beverages, or any other services not provided for in this contract, Member agrees to pay the club charges as soon as bill is rendered; and if not paid, the said charges will become due at the time such items are provided by Club.
11. Club is responsible to deliver the Cabana in neat and working condition. Member hereby agrees that they are accepting Cabana in "AS IS" condition.
12. New York State Law prohibits minors under the age of Twenty-One (21) years of age from drinking alcoholic beverages at any time in any place. The Club reserves the right to discontinue all liquor services for violation of this law and to those individuals intoxicated without liability or charge to the Club. Club reserves the right to require photo identification of any Member, guest, or invitees.
13. If two or more families/associates are sharing a cabana and any partner(s) drops out, the remaining family/associates will be responsible for the full cost of the cabana.
14. Unauthorized refrigerators and other unauthorized appliance will be confiscated without notice.
15. Member agrees to pay any extra charges for services which are not included in the original agreement and hereby grants the Club to charge their Credit Card noted on front of Agreement if member does not make payment voluntarily.
16. The Club shall have the right, at its election, in the event Member fails to pay any part of the payment on account when due, to cancel this contract without further liability and retain any portion of the payment on account already paid until such time as the cancelled Cabana has been re-booked and the Club has recovered any losses.
17. The person executing this contract expressly represents that he/she is of full age. (21 Or Older)
18. Member agrees to be bound by Board of Health, State Liquor Authority, A.B.C. Board, and any other governing agency with jurisdiction.
19. Member agrees to observe the rules and regulations of the club, including but not limited to:
 - All Members MUST swipe their Valid ID cards whenever entering the club for management to adjust staffing to accommodate all members in growing attendance
 - ALL cars entering the grounds must either present an active parking pass or pay current guest parking fees for entry
 - NO electrical or plumbing replacement, additions, or repairs in any cabana without supervision and permission of management
 - ALL Lounge chairs, tables and umbrellas in common areas are for ALL members and guests on a first come first serve basis
 - Smoking as per NY State Department of Health is in designated areas only, Beach bar and Shoreline table area in Grove section
 - Absolutely NO OUTSIDE ALCOHOLIC BEVERAGES are allowed on club grounds
20. I, for myself and as parent/guardian with legal responsibility for my child's/children's participation, do consent and agree to his/her release on behalf of myself, my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless the Club, its officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct any event, from and all claims, demands, losses, and liability arising out of or related to any injury I or my child/children may suffer, or loss or damage to person or property, whether arising from the negligence of the Club or otherwise, to the fullest extent permitted by law.
21. Member hereby agrees to pay the rental fee for the accommodations as follows: A NON-REFUNDABLE 20% deposit for each membership in a cabana, junior cabana, or cabinet, upon signing of the application. MEMBER HEREBY ACKNOWLEDGES THAT TO RESERVE THEIR CURRENT CABANA FOR FOLLOWING SEASON, THEIR DEPOSIT MUST BE RECEIVED BY OCTOBER 1st OF CURRENT YEAR. AFTER OCTOBER 1st OF CURRENT YEAR ALL CABANAS WILL BE SOLD ON A FIRST COME, FIRST SERVED BASIS WITH NO FURTHER NOTIFICATION REQUIRED Your balance MUST be paid in FULL by April 15th of Season after which a 3% late fee will be applied to the outstanding balance.
22. All renovations to Cabanas must be authorized **in writing** by the Club.
23. Any improvements to Cabana automatically become property of the Club with the sole caveat that Club agrees to renew Membership to improved Cabana from year to year provided Member renews per deadline specified in Contract.
24. Member Holds Club Harmless for any liability caused by Member, Associate or Member's Guest.
25. This agreement is not assignable. Where Member is a corporation, unincorporated association, partnership or other legal entity, this agreement shall be binding on such legal entity, as well as on the individual executing on behalf, and said individual represents that he is authorized to execute this agreement on its behalf. The Member executing this contract expressly represents that he/she is of full age (21 or Older).
26. Member agrees that it shall be responsible to pay the reasonable attorney's fees of the Club resulting from any breach of this agreement, including but not limited to failure to pay all charges required by this agreement. Member agrees to pay the above reasonable attorney's fees whether any legal action or proceeding is commenced.
27. Member and Club agree that any dispute arising from this agreement shall be exclusively governed by the laws of the State of New York and applicable federal laws. It is mandatory that all disputes arising from or relating to this warranty, or any agreement arising out of the acceptance thereof, shall be commenced and tried exclusively in the New York Supreme Court, Westchester County in the State of New York, USA except in the case where such disputes must be tried in the United States District Court for the Southern District of New York.
28. Member and Club waive the right to trial by jury in any action instituted respecting the execution, performance, termination or breach of this contract or any action involving the payments on account, notwithstanding any claim or defense of fraud.
29. The agreement is contingent upon the ability of the Club to be open and perform the services, and is subject to strikes, labor disputes, accidents, rain, storms, flooding, Corona Virus, Pandemic and other acts of God, or other acts beyond its control, including shutdowns caused by any government agencies, facility or mechanical failures: and in any such event, the Club has no obligation to add, issue refunds or substitute those days that the Club could not be open. (NOTE: Club reserves the right to close facility during inclement weather.)
30. The Club reserves the right to cancel this agreement at any time.
31. Any returned check is subject to a \$35 fee.
32. If any part of this agreement is determined to be invalid, the remainder of the agreement shall be enforceable.
33. This agreement represents the entire agreement of the parties. It shall not be modified or altered except by a written, signed, subsequently dated instrument.