

Solaris Racquet Club

Solaris Racquet Club (referred to as the Club)
23 Radio Place
Stamford, CT 06906

-and-

Name _____ (referred to as Group Captain)

Address _____

City _____ State _____

Telephone _____

HEREBY AGREE:

1. The Club reserves a tennis court for a group to be designated by the Group Captain for the following day and time during the winter season which is the 33 week period from September to May, specified in the current brochure.

DAY: _____

TIME: From: _____ To: _____

2. The Group Captain hereby agrees to be primarily liable to the Club for the full payment of the sum of \$ _____ for the above court-reserved Time, the said sum to be paid as follows:

a. \$ _____ per hour on the signing of this Agreement by the Group Captain;

b. the balance of \$ _____ on or before September 1, 20__.

3. The Club will be closed for seasonal play for the Thanksgiving and Christmas Holiday as per our current brochure.

4. Attended Nursery services may be provided, as a convenience to its members at the discretion of the Club, however, the Club does not warrant the availability of such services. In no event shall the availability of or the lack of nursery services affect the obligations of the Group Captain hereunder.

5. Make-ups will be given only if the Club cannot fulfill its seasonal court time responsibility and at the discretion of the Club.

6. All court deposits and court fees are due and payable upon execution of this Agreement. In no event shall any court fees or deposits be refundable. There will be a 1½% finance charge added monthly to any balance 30 days past due. (Annual Percentage Rate of 18%.)

7. The Club reserves the right to provide instruction on adjacent courts at any time, which shall in no way affect the terms and conditions of this agreement.

8. Group Captain agrees to abide by all the rules and regulations stated in the current brochure, which rules and regulations are hereby incorporated by referenced.

9. Default in payment when due hereunder shall entitle the Club to accelerate all installments. In the event of continued non-payment, the Club at its option, shall be entitled to immediately terminate this Agreement and re-let the Court Reserved Time without further notice. Notwithstanding the foregoing, the extension by the Club of time to make payment

and/or the acceleration of installments or termination of this Agreement shall no be deemed a waiver of the Club's rights to collect all payments due hereunder. In the event that Club shall commence proceedings to recover the amounts due hereunder, the Club shall have the right to collect from Group Captain any and all costs of collection, including reasonable attorney's fees.

10. Should any governmental agency invoke any tax on recreational activities, members will be responsible for appropriate increase of fees.

11. All prior understandings and agreements by the parties hereto are merged in this Agreement.

12. This Agreement may not be changed or terminate except by written notice signed by all parties hereto.

13. Group Captain warrants and represents that neither he/she nor the other players in this group have any disability, impairment or ailment preventing him/her from engaging in active or passive exercise or activity that will be detrimental or inimical to his/her health, safety or physical condition if he/she does so engage or participate. This representation is made by Group Captain knowing that the Club will rely upon same in respect to the issuance of the court-reserved time. Group Captain understands that the Club is not responsible for Group Captain's or other player's actions and that if Group Captain or the other players are in doubt about any part of his/her fitness training or recreation, he/she will consult his/her physician.

14. Group Captain assumes full responsibility for any person who is the Group Captain's guest under this agreement and shall indemnify the Club, its management, agents and employees against any and all liability incurred by them in connection with such guest.

15. Group Captain hereby acknowledges for himself and on behalf of the other players in the group that in using the facilities, programs and equipment of the Club he/she does so entirely at his/her own risk. Group Captain expressly agrees that the Club shall not be liable for any personal injuries or any loss or damage to property sustained by Group Captain or any player in his/her group on or about the premises of the Club resulting from or arising out of the negligence of the Club and/or its staff, or the negligence of any other person present on the premises of the Club.

Solaris Racquet Club

Club Manager: _____

Group Captain: _____

Date: _____

"BUYERS RIGHT TO CANCEL"

If you wish to cancel this contract you may cancel by a written notice by certified or registered mail to the health club. The notice must say that you do not wish to be bound by this contract and must be delivered or mailed before midnight of the third business day after you sign this contract. After you cancel, the health club may request the return of all contracts, membership cards and other documents of evidence of membership. The notice must be delivered or mailed to: Solaris Racquet Club at the above address. You may also cancel this contract if you relocate your residence further than twenty-five miles from any health club operated by the Seller or from any other substantially similar health club which would accept the obligation of the seller. This contract may also be cancelled if you die or if the health club ceases operation at the location where you entered into this contract. If you become disabled, you shall have the option of (1) being relieved of liability for payment on that portion of the contract term for which you are disabled or (2) extending the duration of the original contract at no cost to you for a period equal to the duration of the disability. You must prove such disability by a doctor's certificate, which certificate shall be enclosed with the written notice of the disability sent to the health club. The health club may require that you be examined by another physician agreeable to you and the health club at its expense. If you cancel, the health club may keep or collect an amount equal to the fair market value of the services or use of the facilities you have already received.