



MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

In consideration of, and as an inducement and condition to, the operator of the Victoria Pickleball Centre (“VPC”) for which you have requested a membership (such operator, collectively with its affiliates and designees, being referred to herein as “VPC”), allowing you to become an VPC member, and participate in certain programs, tournaments, leagues, events and activities conducted or organized by or through VPC, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree to these Membership Agreement Terms and Conditions (these “Terms”).

1. General:

This Agreement governs your VPC membership. Throughout these Terms, we will refer to you as “you” or “Member” and to us as “we”, “Centre”, or “VPC.” These Terms are important and affect your legal rights related to the Membership so please read them carefully. These Terms govern your Membership only and are not read in conjunction with the VPC’s Participation Agreement addressing the waivers, code of conduct, liability, privacy, and other documentation provided by VPC.

2. Certain Membership Terms:

- (a) Membership Plans are either a month-to-month membership (the “Month-to-Month Plan”), or an annual membership (the “Annual Plan”). Memberships may be cancelled in accordance with Section 4 of these Terms. Memberships are non-transferable, and prices are subject to change.
- (b) In the event that you exceed the weekly allotted hours of your Membership Plan, VPC will charge an additional set fee for every hour that exceeds what is included in your Membership Plan.

3. Start Date:

The term of your VPC membership Plan begins on the date of your first play on the VPC courts, this includes, court reservations, lessons, programming, leagues, and other offers provided by VPC (the “Start Date”) and continues for a period of thirty (30) days for the Month-to-Month Plan or for a period of three hundred and sixty four (364) days for the Annual Plan.



4. Membership Cancellation:

- (a) **Month-to-Month Plan Membership (ie. Drop Squad):** you may cancel your Month-to-Month Plan membership within seventy-two (72) hours after the Start Date using the online cancellation/termination method described below, and you will receive a refund of pre-paid fees, minus \$25.00. You agree that the initial term of your Plan will start on the Start Date. You understand that, if you do not want your Month-to-Month membership to continue, you must cancel it at least one full month before the next automatic payment date. You understand that you may cancel or terminate your Month-to-Month Plan membership for any reason it is required to be in writing, via email or letter to administration@victoriapickleballcentre.com.
- (b) **Annual Plan Membership:** you may cancel your Annual Plan membership, within the first seventy-two (72) hours after the Start Date using the online cancellation/termination method described below you will receive a refund of pre-paid fees, minus \$25.00. You understand that, if you want to cancel your Annual Plan, VPC will pro rate the Annual Plan membership and apply a 50% discount. To cancel your Annual Plan membership it is required to be done in writing, via email or letter to administration@victoriapickleballcentre.com.
- (c) VPC reserves the right to cancel, suspend, or revoke a membership or deny VPC admission to any Member at any time for any reason. Cancellation/Termination, suspension, or revocation of VPC's privileges under a Membership Play due to your violation of VPC policies or rules, may, at VPC's sole discretion, result in you being barred from visiting any other VPC without any refund or prepaid fees.

5. Payments:

You represent, or acknowledge and agree that:

- (a) you will maintain an active credit card or debit card authorized for payments ("Payment Method") under your membership Plan;
- (b) you have the authority to bind each individual and each individual's membership Plan added to your Payment Method to this Agreement;



- (c) all individuals and membership Plans added and paid for under your Payment Method will be regarded as active members and membership Plans until you cancel each membership, in accordance with the cancellation terms described in Section 4 above.
- (d) you will promptly notify VPC of any change in your Payment Method information;
- (e) you understand that VPC will not charge you a fee for authorizing recurring payments, but that your financial institution may charge you a fee for accepting and processing electronic debit transactions;
- (f) in the event the credit card provided is declined, you grant VPC to right to cancel/terminate your membership as described in Section 4.

6. Termination:

VPC reserves the right to cancel, suspend or revoke any membership or deny Centre admission to any Member at any time for any reason. Cancellation, suspension, or revocation of Centre privileges under a membership Plan due to your violation of VPC policies or rules, may, at VPC's sole discretion, result in you being barred from visiting the Centre without any refund of prepaid fees.

7. Membership Upgrades:

A Member wishing to upgrade his/her membership must choose a membership of equal or greater value than the original VPC membership, and the difference in prices shall be due on the day of the upgrade. Each guest wishing to upgrade his/her ticket to a membership must be present at the time of the upgrade transaction and request the upgrade on the same day of purchase.

8. Certain Limits and Restrictions:

Membership does not guarantee use of a pickleball court, and Members may have to wait an indeterminate period to use a pickleball court. Unless otherwise expressly specified, membership does not include private events (including birthday or other parties, team or league events and parties, corporate events, group events) or events that require separate admission. Membership does not guarantee admission, especially during high attendance or other closure periods.



Memberships are non-refundable, non-transferable and remain the property of VPC. Additionally, memberships may not be used for commercial purposes.

9. Co-Signer:

Where this Agreement has been signed by a Co-signer and/or when membership Plan is purchased as a gift, the co-signer agrees, as primary debtor and not merely as guarantor or surety, to pay all amounts required to be paid to VPC. Co-signer must be a legal guardian/parent over age 25 for Member below age 19.

10. Taxes:

A membership Plan is subject to Provincial and Federal taxes.

11. Changes:

VPC reserves the right in its sole discretion to modify or update this Agreement and/or change, alter, or discontinue the Plan, the Centre's services, entertainment or attractions, operating hours, and any reward or special status Plans at any time and without notice to members beyond updating this Agreement. If we make changes, we will attempt to provide reasonable notice of such changes, such as by sending an email notification or posting an announcement on our website.

12. Governing Law:

This Agreement is governed by the laws of the British Columbia. Any dispute, claim or cause of action arising out of or concerning the interpretation or effect of this Agreement and/or your participation in the Plan, except where prohibited, shall be resolved individually. You and VPC have agreed that any dispute arising out of or related to this Agreement and the Membership Plan is personal to you and VPC and that such dispute will first be resolved through mediation within the first year of notification of the dispute.

13. Severability:

If any provision of this Agreement is held unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the



objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.