

# MEMBERSHIP AGREEMENT

**Pickleball NH LLC dba Seacoast Fitness & Pickleball**  
*Formerly Great Bay Athletic Club*

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## NOTICE TO BUY

**DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES.**

**State law requires that this health club register with the Bureau of Consumer Protection and Antitrust of the Department of Justice and may require that this health club post a bond to protect customers who pay in advance for membership or services in the event this club closes. You should ask to see evidence that this club has either posted a bond in compliance with the law or has been exempted from this requirement by the Attorney General before you sign this contract.**

**If this club has not posted such a bond, and you pay this health club for more than one month's membership or services in advance, you are paying for future services and may risk the loss of your money if the club ceases to conduct business.**

**YOU MAY CANCEL THIS TRANSACTION IN WRITING ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.**

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## Buyer's Rights

*As stated in accordance with New Hampshire state law.*

I. Every seller of a prepaid health club services contract shall:

(a) Refund to the buyer the pro rata cost of any unused services, within 15 days after request therefor, if:

(1) The buyer is unable to receive benefits from the seller's services by reason of death or disability. The health club may require that the disability be confirmed by an examination of a physician agreeable to the member and the health club; provided, however, that this subparagraph shall not operate to prevent the buyer from proving the disability in a judicial proceeding; or

(2) The seller relocates his facility more than 8 miles from its present location, or the services provided by the seller are materially impaired.

(b) Refund to the buyer the pro rata cost of any unused services under all contracts between the parties, within 15 days after request therefor, if the aggregate price of all contracts in force between the parties exceeds \$1,000. Provided, however, if the contract so provides, the seller may retain a cancellation fee of not more than 25 percent of the pro rata cost of unused services on all contracts, not to exceed \$250.

(c) Refund to the buyer the pro rata cost of any unused services within 15 days after the club ceases operation.

II. Upon the occurrence of any of the circumstances enumerated in subparagraphs I(a) or (b) or (c) of this section, the buyer or his estate shall be relieved of any further obligation for payment under the contract not then due and owing.

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## **IMPORTANT POLICIES CONCERNING YOUR PAID-IN-FULL MEMBERSHIP** *(PLEASE REVIEW THE PAID MONTHLY POLICIES IF YOU SELECTED TO PAY YOUR ANNUAL COMMITMENT MONTHLY)*

### **1. Terms of Membership**

This agreement constitutes the full and complete understanding between the Member and Seacoast Fitness & Pickleball (formerly Great Bay Athletic Club). No oral or written representations not explicitly contained in this contract shall be considered binding. Management reserves the right to suspend or revoke membership, without refund, for violations of club rules, inappropriate conduct, or actions detrimental to other members' experience.

### **2. Use of Club Facilities**

Your membership type determines access to specific amenities. The Club may modify operational hours, class schedules, and rules at its discretion, with notice provided via email or posted at the facility. Special events may occasionally restrict access to certain areas of the facility. Unauthorized use of the facility or non-accessible areas may result in suspension or cancellation.

### **3. Equipment and Services**

Seacoast Fitness & Pickleball provides a variety of fitness equipment and amenities. Additional services (e.g., court time, personal training, childcare) may incur separate charges. Management retains the right to upgrade, replace, or remove facilities or equipment as deemed necessary without prior notice.

#### 4. Term of Agreement

This is a **prepaid membership contract** with a fixed term of up to **12 months** (as defined below). Membership is not tied to usage—there are **no refunds, extensions, or credits** for non-use, except as expressly provided under **Buyer's Rights**.

To maintain membership continuity, members must re-enroll prior to the expiration date. The Club is not responsible for notifying members of expiration beyond reasonable posted reminders or staff communication.

#### 5. Facility Maintenance

The Club may close for up to two weeks annually for maintenance or renovations. ~~All members are subject to an annual **Facility Improvement Fee**, which supports equipment upgrades and operational improvements. This fee is subject to change with 60 days' prior notice. Member authorizes automatic drafting of this fee.~~

#### 6. Membership Freeze Policy

**No freeze or hold option is available** for prepaid memberships. Members seeking flexibility are encouraged to explore monthly billing options with freeze eligibility. Medical exceptions are not available under this agreement type.

#### 7. House Charge Authorization

By signing below, I authorize Seacoast Fitness & Pickleball (formerly Great Bay Athletic Club) to apply incidental or additional purchases made by me or associated members to my billing account. These amounts may be collected electronically with monthly dues or separately. Uncollected house charges are subject to late fee

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## **IMPORTANT POLICIES CONCERNING YOUR PAID MONTHLY MEMBERSHIP** *(PLEASE REVIEW THE PAID-IN-FULL POLICIES IF YOU SELECTED TO PAY YOUR ANNUAL COMMITMENT UPFRONT)*

### 1. Terms of Membership

This agreement constitutes the full and complete understanding between the Member and Seacoast Fitness & Pickleball (formerly Great Bay Athletic Club). No oral or written representations not explicitly contained in this contract shall be considered binding.

Management reserves the right to suspend or revoke membership, without refund, for violations of club rules, inappropriate conduct, or actions detrimental to other members' experience.

## **2. Use of Club Facilities**

Your membership type determines access to specific amenities. The Club may modify operational hours, class schedules, and rules at its discretion, with notice provided via email or posted at the facility. Special events may occasionally restrict access to certain areas of the facility. Unauthorized use of the facility or non-accessible areas may result in suspension or cancellation.

## **3. Equipment and Services**

Seacoast Fitness & Pickleball provides a variety of fitness equipment and amenities. Additional services (e.g., court time, personal training, childcare) may incur separate charges. Management retains the right to upgrade, replace, or remove facilities or equipment as deemed necessary without prior notice.

## **4. Term of Agreement**

This agreement is a 12-month minimum term. Monthly dues are billed automatically on your enrollment anniversary date. Memberships renew on a month-to-month basis after the initial term unless canceled in writing with a **minimum of 30 days' notice** before the next billing date.

To cancel before renewal, members must submit written notice at least 30 days prior to the next billing date. Example: To avoid a May 1 charge, notice must be received by March 31. Written notice may be submitted in person, via email (with confirmation), or by certified mail.

**Early Cancellation:** A member may cancel prior to the 12-month term for any reason upon payment of an amount equal to two (2) months of membership dues, paid upfront, as an early termination fee; provided, however, that the minimum buy-out fee shall be \$120. Cancellations submitted with less than 30 days' notice may result in one final billing cycle. No refunds will be issued under early cancellation.

Returned transactions may incur late fees. Accounts sent to collections will include additional recovery and processing charges.

## **5. Facility Maintenance & Fees**

The Club may close for up to two weeks annually for maintenance or renovations. ~~All members (including frozen accounts) are subject to an annual Facility Improvement Fee, which supports equipment upgrades and operational improvements. This fee is subject to change with 60 days' prior notice. Member authorizes automatic drafting of this fee.~~

## **6. Membership Freeze Policy**

Medical freezes require physician documentation. Medical freezes are 10% of the monthly dues. Freezes do not count toward the 12-month commitment period. Freeze requests must be made in writing and are granted in monthly increments.

## **7. House Charge Authorization**

By signing below, I authorize Seacoast Fitness & Pickleball (formerly Great Bay Athletic Club) to apply incidental or additional purchases made by me or associated members to my billing account. These amounts may be collected electronically with monthly dues or separately. Uncollected house charges are subject to late fees.

## **8. Monthly Dues**

I acknowledge and understand the terms and conditions outlined in this agreement. I further understand that I am in full control of my payments. Any updates to billing information must be submitted with 30 days' notice. Expired or changed credit card information may be automatically updated to ensure uninterrupted billing.

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I hereby acknowledge and agree to the terms and conditions of this Membership Agreement. I understand that no refunds or credits will be provided under this contract except as outlined in the **Buyer's Rights** section.

**Parent/Guardian Acknowledgment:** If this Membership Agreement is signed by a parent or legal guardian on behalf of a minor, the undersigned acknowledges and agrees that they are responsible for all terms, conditions, and financial obligations of this Agreement on behalf of the minor. The parent or guardian further consents to the minor's participation and agrees to be bound by all provisions of this Agreement.