

TENNIS



Contract Court Agreement 2023–2024

I, _____, a member in good standing of Saw Mill Club (SMC) want to reserve a court at ____:____ AM/PM on _____ days for _____ hour(s) for the 2023–2024 Contract Court season and agree to be designated as Court Captain.

SMC agrees to reserve such Contract Court under the following terms and conditions:

1. **Any** person who plays on the Contract Court **must** at such time be a **member in good standing of SMC**.
2. Court Captain shall complete the information below about each SMC member who will be playing on the Contract Court. Please type or print legibly. Please provide email addresses of players.
3. In the event that SMC closes or otherwise determines that the Contract Court is not playable on any one or more of the scheduled dates of play, SMC shall extend the Contract Court Season or provide reimbursement for each of the cancelled dates. Any such reimbursement shall be a credit to the Court Captain's member account.
4. SMC is under no obligation to offer the Court Captain the option to renew a Contract Court from year to year, or guarantee the **same court**.
5. In the event that the Court Captain fails to honor any of the terms of this Agreement, SMC has the right to cancel this Agreement, and to offer the Contract Court to another SMC member or convert the Contract Court to open court time. In any event, no reimbursement will be made to the Court Captain.
6. Baskets and Hoppers are solely for use of Saw Mill Club Staff.
7. The Contract Court Fee will be billed to the Member Account of the Court Captain. Captains can either pay in full or in 2 installments (Sept 30th and Oct 31st) unless a payment allocation is attached for all participants.

A Specific Court CANNOT be Requested or Guaranteed. Courts will be assigned by the Director of Tennis.

I understand the terms and conditions of this agreement and agree to be bound thereby.

Court Captain

Date

Pay in Full

Pay in Two Installments

Charge court participants as per attached allocation

Contract Court Agreement **Continued**

The Contract Court Fee schedule is as follows:

Indoor Contract Court Schedule & Prices				
		Weeks	Off	Prime
Monday	September 11 – April 22	31	<i>December 25 & January 1</i>	\$1,860
Tuesday	September 12 – April 23	32	<i>December 26</i>	\$1,920
Wednesday	September 13 – April 24	32	<i>December 27</i>	\$1,920
Thursday	September 14 – April 25	31	<i>November 23 & December 28</i>	\$1,860
Friday	September 15 – April 26	32	<i>December 22 & 29</i>	\$1,920
Saturday	September 16 – April 27	31	<i>December 23 & 30</i>	\$1,860
Sunday	September 17 – April 28	31	<i>December 24 & 31</i>	\$1,860

Court Captain Name _____ Member # _____

Daytime Phone# _____ Evening Phone# _____

Cell # _____ E-Mail _____

Name
Member #
Phone #
E-mail

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Member #
Phone #
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Contact		e-mail	phone
Director of Tennis	Zuka Mukhuradze	zuka@sawmillclub.com	914 733-4007
Tennis Office Manager	Nina Lund	tennis@sawmillclub.com	914 733-4006



Saw Mill Club Non-Member Waiver and Social Responsibility Agreement

Saw Mill Club and Saw Mill Club East (together "SMC") are committed to providing our members, guests and employees with an environment that is as clean and safe as reasonably possible. The cooperation of our members and non-member guests is required to best achieve this goal. To that end, in consideration for access to SMC and its equipment, programs, supplies, staff, services, locker rooms and other facilities (collectively the "Facilities"), we ask that you, and all other members named on your Membership Agreement (together "Member"), and non-member guests of SMC ("Guest"), acknowledge and agree with SMC as follows:

- A.** Each Member and Guest understands that other members, guests and staff will have access to SMC. While SMC takes reasonable steps to ensure the safety and sanitization of the Facilities, Member and Guest acknowledges that SMC cannot and does not guarantee that the Facilities are germ/virus free (this includes but is not limited to COVID-19).
- B.** Each Member and Guest hereby agrees: (1) not to seek entry to or use of Facilities if Member/Guest feels sick or exhibits any of the signs or symptoms of COVID-19; (2) that Member/Guest may be denied access to and use of Facilities unless Member/Guest confirms that he or she does not have signs or symptoms of COVID-19 and has not knowingly been exposed in recent days to a person diagnosed with COVID-19; (3) to adhere to any health, safety, social distancing and protective guidelines established by SMC or the U.S Centers for Disease Control, World Health Organization, New York State or other federal, state or local governmental agency.
- C.** Each Member and Guest understands, acknowledges, and agrees that access to and use of Facilities by Member/Guest is voluntary and that such access and use involves inherent risks. As material consideration for access to and use of Facilities, each Member/Guest agrees to assume all risk of personal injury, illness and death, property loss and other damages including, without limitation, risk of contracting COVID-19 or other bacterial or viral illnesses associated with use of or presence in the Facilities, and Member/Guest hereby releases, waives, discharges and covenants not to sue SMC and its respective officers, directors, managers, owners, partners, employees and agents ("SMC Parties") for any and all claims, liabilities, losses, costs, damages and expenses that Member/Guest may have against any SMC Parties for any personal injury, illness or death, property loss or other damages connected to or arising out of the associated risks. Each Member/Guest hereby agrees that any dispute between such Member/Guest and any of the SMC Parties under this Agreement will be resolved by arbitration in Westchester County, NY in accordance with the rules of the American Arbitration Association.
- D.** Each Member and Guest understands, acknowledges, and agrees that Member/Guest may be photographed or filmed while using the Facilities and that any images captured while at SMC may be used at SMC's discretion.

This Non-Member Waiver and Social Responsibility Agreement constitutes an amendment to, and does not replace, the Membership Agreement between SMC and the Member, and constitutes a free-standing agreement for each Guest. Member has the full power and authority to bind himself or herself and all other members names in such Membership Agreement to this Agreement. Where Guest is a minor you confirm, via execution of this agreement, that you are the parent or legal guardian of such minor.

Member/Non-Member Guest Name

Member/Non-Member Guest Signature

Parent/Guardian Name

Parent/Guardian Signature

Date