



## COME JOIN US FOR A GREAT SUMMER IN 2017!

As always, we have made every effort to keep the Sea Gate Beach Club affordable. However, there have been significant increases in labor, operating, and insurance costs to run the club. This year, we have raised the prices due to significantly increased costs, across the board, to run the club. We are offering a discount to members that sign up by September 15<sup>th</sup>, 2016.

	<u>Before Sept. 15, 2016</u>	<u>After Sept. 15, 2016</u>
Half Poolside Cabana*	\$2950.00	\$3050.00
Full Poolside Cabana**	\$5595.00	\$5795.00
Half Beach Cabana*	\$3050.00	\$3150.00
Full Beach Cabana**	\$5795.00	\$5995.00

\* Half refers to two families sharing, where each family consists of two adults and two children.

\*\* Full refers to a single family group entitled to four adults and four children.

Price for additional adult (cabanas only) \$799

Price for additional child (cabanas only) \$699

## FANTASTIC LOCKER PACKAGES

	<u>Before Sept. 15, 2016</u>	<u>After Sept. 15, 2016</u>
<b>LOCKER PACKAGE 1:</b> 1 ADULT	\$749	\$799
<b>LOCKER PACKAGE 2:</b> 1 ADULT, 1 CHILD OR A SECOND ADULT	\$1349	\$1449
<b>LOCKER PACKAGE 3:</b> 1 ADULT, 1 CHILD AND A SECOND ADULT OR SECOND CHILD	\$1799	\$1899

### **“UNDER 5” YEARS OLD CHILDREN CAN BE ADDED TO PACKAGES FOR \$200! (Only where permitted)**

Child must be under 5 years old on or before May 27, 2017. A copy of each child’s birth certificate must be submitted with the application. A child is any person under the age of 18. Person must be under 18 years on or before May 27, 2017. Family locker packages require legal parent or guardian relationships with all children listed on the roster AND proof of age is required for all children to be eligible for a family locker package.

### **ALL MEMBERS ARE ALLOWED TO BRING GUESTS. THE FEES ARE AS FOLLOWS:**

Monday – Friday \$22 (5pm – Close \$11)

Weekends \$44 (5pm – Close \$22)

Children under 5 years old will be \$10 all day, every day of the week

*All prices subject to change. Members are responsible for their guests and must be present in the club with them.*

**The club season will officially open on Memorial Day weekend, May 27, 2017.**

**We will operate on a limited basis until public schools are finished for the school year.**

**Our season runs through Labor Day, September 4, 2017.**

**SEA GATE BEACH CLUB CORP.**

PO BOX 5397  
NEW YORK NY 10185  
www.seagatebeachclub.com

**2017 Membership Agreement**

Date of Agreement:     /     /

Cabana / Locker No. \_\_\_\_\_  
Membership Type \_\_\_\_\_

Last Name \_\_\_\_\_ First Name \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Firm \_\_\_\_\_ Business Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Bus. Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Spouse's Name \_\_\_\_\_ Emergency Contact & Phone \_\_\_\_\_

How Did You Hear About Us? \_\_\_\_\_

**Only people listed on the attached membership roster will have membership status. Please complete the attached roster form for all people in your cabana / locker. No contract shall be accepted or valid without completing the attached roster**

**Email Address** \_\_\_\_\_

CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THE DATE OF THIS AGREEMENT, BY WRITTEN NOTIFICATION TO: SEA GATE BEACH CLUB CORP. – P.O. BOX 5397 NEW YORK, NY 10185 BY CERTIFIED OR REGISTERED MAIL.

- 1. The undersigned hereby elects the following form of membership and agrees to pay the fee set forth for that category of membership:
  - \_\_\_\_ (A) Full Family Membership with Beach Cabana (Full Cabana) \$ \_\_\_\_\_
  - \_\_\_\_ (A-1) Full Family Membership with Poolside Cabana (Full Cabana) \$ \_\_\_\_\_
  - \_\_\_\_ (B) Two Family Shared Membership with Beach Cabana (Half Cabana) \$ \_\_\_\_\_
  - \_\_\_\_ (B-1) Two Family Shared Membership with Poolside Cabana (Half Cabana) \$ \_\_\_\_\_
  - \_\_\_\_ (C) Extras: How Many: ADULTS \_\_\_\_ CHILDREN \_\_\_\_ INFANT \_\_\_\_ TOTAL \$ \_\_\_\_\_
  - \_\_\_\_ (D) Locker Package:     I       II       III     TOTAL \$ \_\_\_\_\_

This fee is *non-refundable*. Resignation, expulsion, and suspension, etc. from the club *will not* terminate the obligation to pay the membership fee in full. For purposes of this paragraph, a family shall be defined as a combination of two adults (an adult is over the age of 18 years) and two children (a child is under the age of 18 years). There will be a surcharge for each additional child below the age of 18 of \$699.00 and for each adult above the age of 18, a surcharge of \$799.00. There will be an additional charge of \$200.00 per additional child under the age of 5 years. Child must be under the age of 5 on or before May 27, 2017. Special Family Locker Package eligibility will require that all children and adults to be related as parent-child. Proof of such relationship(s) will be a requirement for Special Family Locker Package eligibility and rates. A copy of each child's birth certificate or other valid ID, as determined by the Sea Gate Beach Club, must be submitted for both the CHILD and UNDER 5 rates to be applicable. It is in the sole discretion of the Sea Gate Beach Club to determine what rate(s) apply and in no circumstances will a CHILD or UNDER 5 price be afforded to the membership unless proof of age is duly submitted.

- 2. **Payment Due:** Each member shall be required to pay a deposit of \$500.00 per cabana, \$300.00 per half cabana, and \$100.00 per individual locker, and \$200.00 per shared locker upon execution hereof. The balance of the funds are due in payments on December 1<sup>st</sup> 2016, January 30<sup>th</sup> 2017, 50% of the contract price March 15<sup>th</sup> 2017 and the balance before May 1<sup>st</sup> 2017. Members can elect to pay the balance in 8 equal monthly installments beginning October 1<sup>st</sup> 2016 through May 1<sup>st</sup> 2017. If you are making 8 equal monthly installments please initial here \_\_\_\_\_. If you would

like the monthly installments deducted from your credit card automatically, please initial here \_\_\_\_\_. **There is a late fee of \$25.00 per missed payment on 12/1/16 and 1/30/17 and a late fee of 5% of the balance due per missed payment on 3/15/17 and 5/1/17, plus any additional bank charges that may apply for insufficient funds / returned checks / bounced checks, or declined credit cards.**

- 3. Period of Operation:** The membership fee shall entitle the member to utilize the equipment and facilities of the Sea Gate Beach Club ("Club") to the extent available and pursuant to the rules and regulations hereinafter promulgated by the Club from the period commencing May 27, 2017 through and including September 4, 2017. The Club will be open on a limited basis until June 24<sup>th</sup>, 2017. Management reserves the right to close the club at any given time at its sole discretion.
- 4. Transfer or Cancellation of Membership:** A member may not transfer his or her membership to another person at any time. Membership rights may not be assigned or transferred. Cancellation or revocation of membership for any reason *will not* entitle the member to any or credit whatsoever.
- 5. Revocation of Membership:** At the discretion of the Club, a membership may be revoked at any time – if in the exclusive judgment of the Club – the member consistently fails to observe the rules and regulations or has otherwise behaved in a manner contrary to the best interests of the Club or the Club's members. If a membership is revoked there will be *no refund or credit*. No member or guest(s) having any pending litigation or legal action against the Club will be permitted on Club property or engage in club activities. Any member or guest(s) of a member attempting to evade Club staff and / or gain entry to the Club without paying the appropriate guest fee or showing proper club identification will be asked to leave the club and / or have membership privileges revoked. Revocation of membership will be at sole discretion of club. Revocation of one membership will extend to the children AND cabana / locker mates of the concerned member.

## **6.0 Member Risk**

- 6.1 Medical Recommendation & Member Conduct:** Members and Members' guests shall hold the Club harmless for any loss, theft, cost claim, injury, damage, or liability incurred at the Club except resulting from the gross negligence of the Club. All members to this agreement represent that they are in good health and that there are no medical or physical conditions which would prevent them from using the Club's facilities which include beach, pool, and exercise facilities. All members represent that they *have not been* instructed by any physician to refrain from using such or similar facilities. Physical examinations are recommended for all members and especially for members who are elderly, pregnant, unaccustomed to physical exertion, or who have physical limitations, a history of high blood pressure, heart problems, or other chronic illnesses. Members and their guests shall not use the Club's facilities in such a way so as to endanger the health and safety of themselves or others. Members shall be responsible for any property damage or personal injury caused by them, their family, or their guests. Members or guests engaging in lewd or belligerent conduct will not be permitted in the Club and membership(s) will be revoked without refund or credit of any kind. All members are responsible for the conduct and actions of their children, relatives, and / or guests. The abuse of Sea Gate Beach Club staff will be considered a material breach of this contract. Members and guests that are abusive to staff members will have club privileges revoked with no refund or credit.
- 6.2 Medical Disclaimer:** Each member has been informed and acknowledges that the Club *has not* nor will suggest any medical treatment to members. Only licensed professionals are qualified to give medical advice. Members are instructed not to act on the advice given by any unlicensed employee until such advice has been verified with a licensed professional or their own physician. Unless presented by each member in writing, each member represents that there is no medical or physical condition which would prevent him or her from using any or all of the Club's facilities, and each member further represents that he / she has not been instructed by any physician to do so. Any suggestions or advice that may be offered by Club personnel are not to be construed as medical advice or substitution for professional medical advice. Club personnel are familiar with minor first-aid training. Any member or guest seeking other types of advice should consult with a health care professional. The Club will be held harmless from any member(s) or guests refusing emergency or first-aid care. In addition, the Club will not be liable for actions by family members or third party affiliates of those receiving first-aid that in any way interfere with Club personnel giving first-aid or care.
- 6.3 Activity Risk:** Being a member or guest of the Sea Gate Beach Club may include strenuous athletic or physical activity that involves certain risk. Members and members' guests assumed the risk of any and all accidents or injuries

of any kind which may be sustained by reason of or in connection with the Club. Membership at the Club requires all members and guests to act responsibly both as it relates to themselves and the supervision of their children. All persons under the age of eighteen (18) must be supervised at all times by an adult. The Club will be held harmless if injury or accident occurs to a minor that is not supervised. The member(s) in this contract represent that they are physically fit and are in good health. The Club will be held harmless from any physical injury or accident that occurs as a result of the member not disclosing any mental, physical, or other previous and / or pre-existing condition that might lead to physical injury or accident.

**6.4 Loss or Property Damage:** The Club shall not be liable for disappearance, loss, theft, or damage to personal property. This includes, but is not limited to: money, jewelry, clothing, radios, TV's, toys, food, furniture, or anything. The Club strongly advises members not to store valuables in their locker or cabana. In no event shall the Club have any liability for the disappearance, loss, theft, or damage, etc. for any member or guest's personal property brought to the Club. The Club will also not be liable for loss of property – personal or other – due to high tides, inclement weather, theft, or for any reason whatsoever. Members are solely responsible for any personal property, or other types or property that they bring into the Club, and / or store, in their locker / cabana.

## **7.0 General Provisions**

**7.1 Members and Guest Rules:** Members and guests shall abide by the rules and regulations of the Club and / or any amendments or modifications subsequently made by the Club's management. Management reserves the right to change any rule(s) without notice and / or modify the hour of club operations or reduce any service at its sole discretion. Any member bringing a guest to the club will be responsible for the guest and must ensure that the guest follows the rules of the Club. No guests will be permitted to use the Club without a member being present. All members and their guests are restricted to the use of the beach from the Beach 37<sup>th</sup> Street fence line to the fence line separating the Club from the Sea Gate community (a.k.a. "Beach 2"). Members who bring guests will be held responsible for any property damage or damage to the Club as a result of their guest(s) behavior or conduct.

**7.2 Parental Supervision:** Parents and adults are responsible for the supervision of their children *at all times*. The Sea Gate Beach Club assumes no responsibility for the supervision and monitoring of any child at the Club at any time. Parents and adults are responsible for the supervising and monitoring of their child or children as long as they are at the Club or on Club grounds. Parents of children – whether a member or guest – will be held responsible for any damage to Club property and / or conduct that poses a dangerous risk to other members or staff of the Club. No children (those under 18 years of age) are permitted to use the Club without being accompanied by a parent or legal guardian.

**7.3 Membership Cards and Club Security:** Members must present their own valid membership cards to the reception desk personnel upon entering the Club. Lost membership cards will be replaced for a \$50.00 fee. Lost or stolen membership cards must be replaced. Membership privileges are limited to the person in whose name the membership is issued. **Fraudulent or improper use of the membership card will result in confiscation of card and immediate cancellation of membership without refund or credit.** Any fraudulent or improper use of the membership card will result in civil / criminal prosecution. There will be no substitutions or switching of names on membership cards. All membership cards must be picked up prior to June 1, 2017. All guests of members must wear a wristband at all times and fully cooperate with all control and security policies of the Club. Members and guests must comply with any and all security policies of the Club. Failure to comply with any and all security policies will result in members and their guests not being granted access to the Club until they are deemed to be in compliance with Club security policies.

**7.4 Members without Cards:** Members wishing to use the Club's facilities without their membership cards will be required to provide proof of identity in the form of a valid driver's license, US Passport, or other state issues identification.

**7.5 Pets, Bicycles, and other equipment / devices:** Pets and bicycles will not be permitted in the Club. Additionally, any devices, equipment, or objects that the Club, at its sole discretion, deems dangerous will not be permitted in the Club. This includes, but is not limited to, skateboards, skim boards, rollerblades, scooters, water guns / water pistols. Any weapons or firearms of any kind are prohibited at all times regardless of whether the member or guest has a legal permit.

**7.6 Proper Attire and Equipment:** Club members and guests should wear appropriate attire when using the Club's facilities. Shirts must be worn on the courts and in the fitness and exercise areas.

**7.7** Management reserves the right to make any changes to any and all portions of this contract without any notice or consent.

**8. Parking:** Parking is allowed in the Club parking lot on a first come, first serve basis. Members and their guests shall park in the street outside of the Club, subject to the parking rules and regulations of the City of New York and the Sea Gate community then in effect. The Club reserves the right to issue parking stickers and institute valet parking at any time. Sea Gate Beach Club does not guarantee that every member or guest will have a parking space. All members and their guests using the parking lots of the Club must park *only* in areas that are designated by the parking lot attendant. When valet parking is in effect, members *must* valet their cars. *In no event may members or guests park car in an area that is not designated by the parking attendant on duty or that is not approved by club management.* Failure to follow parking rules can result in ticket, tow, and / or loss of membership.

**9.** The member signing this contract represents that he / she has informed all people in the respective cabana of all rules and regulations of the Club. This member is also representing that they have authority to sign on behalf of all people in their cabana or locker share.

**10.** All photos, videos, testimonials, recordings, etc. may be used by the Club for promotional or advertisement purposes. Additionally, all photos, videos, testimonials, recordings, etc. made at the Club will become the immediate property of the Club. Anyone that receives a membership card is subject to this contract and all rules and polices of the Club.

**11.** Management reserves the right to enter and inspect any cabana or locker at any time and remove any Club property contained therein.

## **12.0 Beaches and Pools**

**12.1 Beaches:** Member acknowledges that weather conditions, storms, etc. may erode the Sea Gate Beach Club beach. Sea Gate Beach Club Corp. is not responsible for any delay or inconvenience that is caused by this erosion. Member also agrees to hold the Sea Gate Beach Club Corp. harmless for any delays or periods of time that the beach may be closed as a result of any repair or restoration work or other unanticipated problems with water or beach conditions. This hold harmless agreement includes delays in assembling beach cabanas. Member also agrees to hold Sea Gate Beach Club Corp. harmless for any delays, interruptions, or cancellations at any time due to beach restoration project(s).

**12.2 Pool:** Management of the Sea Gate Beach Club. reserves the right to close the pool at any time to ensure proper health and safety standards.

**Sea Gate Beach Club Corp. BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

**PLEASE ATTACH TO THIS CONTRACT A DETAILED LIST OF ALL OCCUPANTS IN THE LOCKER OR CABANA (A.K.A. "ROSTER"). INCLUDE ALL NAMES, ADDRESSES, PHONE NUMBERS AND AGES. NO MEMBERSHIP CARDS WILL BE GIVEN OUT TO ANY ONE NOT APPEARING ON THIS CONTRACT AND ROSTER.**

## Payment Plans

After we receive your initial deposit, payments will be required in accordance with the payment option you choose. The two payment options are as follows:

### OPTION 1

<b>OPTION 1 (5 Payments)</b>	<b>1<sup>st</sup> Payment (DEPOSIT) By 09/15/16</b>	<b>2<sup>nd</sup> Payment 12/01/16</b>	<b>3<sup>rd</sup> Payment 01/30/17</b>	<b>4<sup>th</sup> Payment 03/15/17</b>	<b>5<sup>th</sup> Payment 05/01/17</b>
<b>Type of Accommodation</b>	<b>AMOUNT</b>	<b>AMOUNT</b>	<b>AMOUNT</b>	<b>AMOUNT</b>	<b>AMOUNT</b>
<b>Full Cabana</b>	\$500.00	\$500.00	\$500.00	50% of Contract Price	Final Balance
<b>Half-Cabana</b>	\$300.00	\$300.00	\$300.00	50% of Contract Price	Final Balance
<b>Locker Pkg. #1</b>	\$100.00	\$100.00	\$100.00	50% of Contract Price	Final Balance
<b>Locker Pkg. #2</b>	\$200.00	\$200.00	\$200.00	50% of Contract Price	Final Balance
<b>Locker Pkg. #3</b>	\$200.00	\$200.00	\$200.00	50% of Contract Price	Final Balance

- \* You will receive a bill when payments are coming due. Sea Gate resident discount will be applied to the May 1, 2017 payment.
- \* Late Fee of \$25 per missed scheduled payment on 12/1 and 1/30 dates.
- \* Late Fee of 5% of balance due on 3/15 and 5/1 payment dates.

### OPTION 2

<u><b>Type of Accommodation</b></u>	<u><b>Deposit By: 09/15/16</b></u>	<u><b>8 Monthly Payments 10/01/16 through 05/01/17 Due on the 1<sup>st</sup> of Every Month</b></u>
Full Beach Cabana	\$500.00	\$661.88 through 05/01/17 (due on the 1 <sup>st</sup> of every month)
Full Poolside Cabana	\$500.00	\$636.88 through 05/01/17 (due on the 1 <sup>st</sup> of every month)
Half Beach Cabana	\$300.00	\$343.75 through 05/01/17 (due on the 1 <sup>st</sup> of every month)
Half Poolside Cabana	\$300.00	\$331.25 through 05/01/17 (due on the 1 <sup>st</sup> of every month)
Locker Package #1	\$100.00	\$81.13 through 05/01/17 (due on the 1 <sup>st</sup> of every month)
Locker Package #2	\$200.00	\$143.63 through 05/01/17 (due on the 1 <sup>st</sup> of every month)
Locker Package #3	\$200.00	\$199.88 through 05/01/17 (due on the 1 <sup>st</sup> of every month)

- \* You will receive a bill when payments are coming due or you can sign an authorization form for the amount to be billed to your credit card on each payment due date. Many people have asked us to institute this monthly payment program so that the cost of the membership is spread out over the year and does not come all at once.

**2017 MEMBERSHIP ROSTER – Only those listed on this roster will have membership status**

Please fill in the appropriate information for all members of the cabana and fill in the Date of Birth (D.O.B.) of each name for which “CHILD” or “UNDER 5” is circled.

**Lead Member**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email \_\_\_\_\_ Cabana/Locker No: \_\_\_\_\_

1. \_\_\_\_\_ Email \_\_\_\_\_

6. \_\_\_\_\_ Email \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Adult Child Under 5 D.O.B. \_\_\_\_\_

Adult Child Under 5 D.O.B. \_\_\_\_\_

2. \_\_\_\_\_ Email \_\_\_\_\_

7. \_\_\_\_\_ Email \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Adult Child Under 5 D.O.B. \_\_\_\_\_

Adult Child Under 5 D.O.B. \_\_\_\_\_

3. \_\_\_\_\_ Email \_\_\_\_\_

8. \_\_\_\_\_ Email \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Adult Child Under 5 D.O.B. \_\_\_\_\_

Adult Child Under 5 D.O.B. \_\_\_\_\_

4. \_\_\_\_\_ Email \_\_\_\_\_

9. \_\_\_\_\_ Email \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Adult Child Under 5 D.O.B. \_\_\_\_\_

Adult Child Under 5 D.O.B. \_\_\_\_\_

5. \_\_\_\_\_ Email \_\_\_\_\_

10. \_\_\_\_\_ Email \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Address/City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Adult Child Under 5 D.O.B. \_\_\_\_\_

Adult Child Under 5 D.O.B. \_\_\_\_\_



### CABANA / LOCKER SALES WORKSHEET

1. BASE COST: \_\_\_\_\_
2. ADD-ON 1: \_\_\_\_\_
3. ADD-ON 2: \_\_\_\_\_
4. ADD-ON 3: \_\_\_\_\_
5. ADD-ON 4: \_\_\_\_\_
6. **TOTAL COST:** \_\_\_\_\_

PAYMENT PLAN:                      ONE-TIME                      FIVE PAYMENTS                      EIGHT PAYMENTS  
PAYMENT METHOD:                      CREDIT CARD (AUTO-DEBIT)                      CHECK (BILLING)

### Payment Authorization

If interested in having your membership for the Sea Gate Beach Club 2017 season paid automatically via credit card, please complete the following:

### CREDIT CARD AUTHORIZATION:

I authorize the Sea Gate Beach Club to keep my signature on file and to charge my **(circle one)**:  
Visa / MasterCard / American Express / Discover Card for recurring monthly charges in accordance with one of the payment plans I have chosen above, in the amounts specified in the 2017 Membership Agreement.

Credit Card Account Number \_\_\_\_\_

Expiration Month/Year \_\_\_\_\_ Security Code \_\_\_\_\_

**I understand that this form is valid unless I cancel the authorization via written notice to the Sea Gate Beach Club at PO Box 5397, New York, NY 10185.**

Card member Name \_\_\_\_\_

Card member Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Card member Signature X \_\_\_\_\_ Date \_\_\_\_\_