



FOR THE 2018 SEASON:

SIGN UP BY SEPTEMBER 15TH and EARN FREE GUEST PASSES!!!

Full Cabana:	6 Guest Passes
Half Cabana:	3 Guest Passes
Locker Package 1:	1 Guest Pass
Locker Package 2 or 3:	2 Guest Passes

In order to receive the free guest passes, the entire cabana or locker must be paid in full by end of business day May 1, 2018.

Rules

- 1) In order to receive the free guest passes, the entire cabana or locker must be paid in full by end of business day May 1, 2018.
- 2) Sea Gate Beach Club is not responsible for any declined or expired cards as well as lost or bounced checks.
- 3) If any member of your cabana or locker does not pay their portion the entire cabana or locker will not be eligible for this promotion.
- 4) This promotion has no cash value.
- 5) Sea Gate Beach Club has no further obligation once the guest passes are distributed.
- 6) Guest Passes will be distributed on Thursday June 15th, 2018.
- 7) Guest Passes will only be issued to the lead cabana or locker member. **NO EXCEPTIONS.**
- 8) This promotion is at the discretion of the Sea Gate Beach Club. We reserve the right to modify this promotion at any time.



COME JOIN US FOR A GREAT SUMMER IN 2018!

As always, we have made every effort to keep the Sea Gate Beach Club affordable. We are offering a discount to members that sign up by September 15th, 2017. We have also reduced the price of Locker Package 1 and 2 for the 2018 Season!

	<u>On or Before Sept. 15, 2017</u>	<u>After Sept. 15, 2017</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>On or Before Sept. 15, 2017</u>	<u>After Sept. 15, 2017</u>
LOCKER PACKAGE 1: 1 ADULT	\$649!	\$699!
LOCKER PACKAGE 2: 1 ADULT, 1 CHILD OR A SECOND ADULT	\$1299	\$1399
LOCKER PACKAGE 3: 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 26, 2018. 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 26, 2018. 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 26, 2018.

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

Our season runs through Labor Day, September 3, 2018.

SEA GATE BEACH CLUB CORP.

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

2018 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 \$ _____

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 1st 2017, January 30th 2018, 50% of the contract price March 15th 2018 and the balance before May 1st 2018. Members can elect to pay the balance in 8 equal monthly installments beginning October 1st 2017 through May 1st 2018. 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 12/1/17 and 1/30/18 and a late fee of 5% of the balance due per missed payment on 3/15/18 and 5/1/18, 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 26, 2018 through and including September 3, 2018. The Club will be open on a limited basis until June 24th, 2018. 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. **If a member leaves items in their cabana or locker after the end of the season, the club will not be liable for damage, theft, or loss whatsoever.**

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 37th 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, 2018. 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 NUMBERSS 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

OPTION 1 (5 Payments)	1st Payment (DEPOSIT) By 09/15/17	2nd Payment 12/01/17	3rd Payment 01/30/18	4th Payment 03/15/18	5th Payment 05/01/18
Type of Accommodation	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
Full Cabana	\$500.00	\$500.00	\$500.00	50% of Contract Price	Final Balance
Half-Cabana	\$300.00	\$300.00	\$300.00	50% of Contract Price	Final Balance
Locker Pkg. #1	\$100.00	\$100.00	\$100.00	50% of Contract Price	Final Balance
Locker Pkg. #2	\$200.00	\$200.00	\$200.00	50% of Contract Price	Final Balance
Locker Pkg. #3	\$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, 2018 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>Type of Accommodation</u>	<u>Deposit By: 09/15/17</u>	<u>8 Monthly Payments 10/01/17 through 05/01/18 Due on the 1st of Every Month</u>
Full Beach Cabana	\$500.00	\$661.88 through 05/01/18 (due on the 1 st of every month)
Full Poolside Cabana	\$500.00	\$636.88 through 05/01/18 (due on the 1 st of every month)
Half Beach Cabana	\$300.00	\$343.75 through 05/01/18 (due on the 1 st of every month)
Half Poolside Cabana	\$300.00	\$331.25 through 05/01/18 (due on the 1 st of every month)
Locker Package #1	\$100.00	\$68.63 through 05/01/18 (due on the 1 st of every month)
Locker Package #2	\$200.00	\$137.38 through 05/01/18 (due on the 1 st of every month)
Locker Package #3	\$200.00	\$199.88 through 05/01/18 (due on the 1 st 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.

2018 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 2018 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 2018 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 _____

2017 CUSTOMER SATISFACTION SURVEY

**IN AN EFFORT TO IMPROVE THE BEACH CLUB WE WOULD LIKE TO SOLICIT YOUR COMMENTS
AND SUGGESTIONS REGARDING THE OPERATION OF THE CLUB:**

How would you rate the 2017 Summer Season at Sea Gate Beach Club?
(Circle the appropriate mark)

	Poor	Fair	Good	Excellent
Cleanliness:	x	x	x	x
Staff:	x	x	x	x
Management:	x	x	x	x
Restaurant:	x	x	x	x
Safety:	x	x	x	x
Activities:	x	x	x	x
Overall Club Experience	x	x	x	x
Entertainment	x	x	x	x

***How long have you been a member of the club? _____

(PLEASE FEEL FREE TO USE THE BACK OF THE PAPER IF YOU NEED ADDITIONAL SPACE)

1. Additional Comments: _____

2. What could we do to make the Beach Club better? _____

3. Do you have any suggestions for making the restaurant better? _____

3a. Are there any foods that you would like to see served at the restaurant? _____

4. Are there any employees that were particularly good or anyone that was a problem?

5. What could we do in the form of entertainment and activities to make the Beach Club better? _____

6. What activities, entertainment, or special programs stood out as excellent and which ones were disappointing? _____

7. Was our staff friendly and helpful? Do you have any suggestions on ways our staff could serve you better? _____

8. Please provide us with your e-mail address so we can keep you informed of SGBC activities during the off-season _____

9. What is your biggest complaint about the restaurant or the Beach Club? _____

10. Any other suggestions, comments, complaints, compliments, etc? _____

11. How did you like the guest book and guest fee specials offered this season? _____

13. How did you like the specials and special prices in the restaurant? _____

14. What item(s) were family favorites? _____

WE WELCOME YOUR COMMENTS AND THOUGHTS – BOTH POSITIVE AND NEGATIVE – FOR THEY ASSIST US IN OUR MISSION OF CONSTANT IMPROVEMENT. WE REVIEW THIS QUESTIONARRE VERY CAREFULLY AT THE END OF EACH SEASON AND ALWAYS TRY TO MAKE THE BEACH CLUB A BETTER EXPERIENCE. PLEASE LET US KNOW WHAT YOU ARE THINKING...

YOU CAN EMAIL US AT ANY TIME OF THE YEAR! WE LOVE TO HEAR FROM OUR MEMBERS DURING THE OFF-SEASON!!!

EMAIL: FEEDBACK@SEAGATEBEACHCLUB.COM

OPTIONAL

Name:

Address:

Phone #:

Cabana / Locker # _____

*****Email** _____



UPGRADE AND RELOCATION FORM FOR 2018 SEASON

NAME: _____

CURRENT LOCATION: _____

EMAIL: _____

I WISH TO RELOCATE TO:

**(PLEASE SPECIFY ROW OR AREA ON THE DECK / BEACH THAT
YOU ARE REQUESTING)**

1st CHOICE: _____

2nd CHOICE: _____

3rd CHOICE: _____

WE WILL DO OUR BEST TO ACCOMMODATE YOUR REQUEST!

THANKS!!!