

# MAPLE GROVE COMMUNITY CENTER MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

**MEMBERSHIP INFORMATION:** Questions regarding the agreement at Maple Grove Community Center should be directed to Membership Support Services at **763-494-6461** or **763-494-6500**. A return call will be made during the weekday.

**FACILITIES:** The Maple Grove Community Center Pool Membership Agreement entitles you to use of the aquatic center with the indoor and outdoor pools. The All Building Membership Agreement entitles you to use of the aquatic center, indoor playground, gymnasium, open skating, dead ice and adult open hockey.

**FACILITY POLICIES AND PROCEDURES:** You have received a copy of our facility policies and procedures governing the conduct of patrons and agree to follow them. The Community Center reserves the right to regulate use and monitor any patron not abiding by the Community Center's policies. We may cancel this agreement if you or any of your guests fail to obey policies currently in effect and any that may be instituted in the future.

**PATRONS UNDER THE AGREEMENT:** I (we) hereby represent to the Maple Grove Community Center that I am (we are) desirous of purchasing a membership and I (we) agree to such terms as set forth in the agreement that I (we) have signed and further agree to use of the facilities in accordance with the policies and procedures of the Center or the membership will be terminated at the Maple Grove Community Center's discretion as governed by the Maple Grove Parks and Recreation Board. By signing the agreement, patron(s) agrees to pay in full 100% of the Maple Grove Community Center's Pool Membership or All Building Membership fees. You agree to remain a member of the Maple Grove Community Center for twelve (12) consecutive months from the date the agreement commences as listed on the front.\*\*. Changes in existing facility policies may take effect during this agreement.

**IDENTIFICATION CARDS:** Each patron is asked to display their own card each visit when using the Maple Grove Community Center as representation of a valid membership agreement. If any patron allows a non-membership holder to use their card, the membership will be charged via invoice any applicable fees associated with the misuse. The member's privileges will be terminated and NO REFUND WILL BE GIVEN. Lost ID'S are subject to a \$2.00 replacement charge. Duplicate ID's are available for \$2.00 per ID card.

## CANCELLATION POLICIES

- Patron is advised that scheduled maintenance shutdowns and announced repairs are included in the membership and extensions shall not be granted unless it is for unforeseen reasons as identify by MGCC management.
- Failure to use our facilities will not relieve you of the obligation to pay any balance due on your membership fees and/or forfeit the balance of time remaining on the terms for the membership agreement.
- The All Building or Pool Membership agreement is NON-TRANSFERABLE. Neither you nor any patron listed on the agreement hereunder may sell, assign or transfer this membership.
- **MEMBER'S RIGHT TO CANCEL:** You have the right to cancel this agreement. A written request to cancel the agreement can be mailed to Maple Grove Community Center, Attn: Member Services at 12951 Weaver Lake Road, Maple Grove MN 55369 or emailed to cward@ci.maple-grove.mn.us. Please state your reason for canceling and confirm that you do not wish to be bound by the agreement.
- Cancellations of a membership agreement within 14 days of the purchase will receive a full refund.
- Membership ID cards must be turned into MGCC.

## CANCELLATION TERMS PER PAYMENT TYPE:

1. **Memberships Paid in Full.** Your membership will remain the same during this 12 month period or be subject to pay the \$25 cancellation fee. MGCC will prorate the balance of the membership amount after the cancellation fee is paid.
2. **Direct Payment Plan for one (1) year term.** Membership is valid for one year. Monthly dues are paid the 10th of each month for the previous month. A \$25 cancellation fee applies after the first 14 days of the membership. Cancellation fee and the last months payment will be charged to the account. Plan is subject to fee increases.
3. **Direct Payment Plan with Automatic Renewal—Continual Payment Plan.** Member approves ongoing payments to account listed on the reverse side. Membership is subject to increases when a 30 day notice is given. Cancellation with the first year of a membership incurs a \$25 cancellation fee. When one or more years of a membership are served a 30 day notice is required and no cancellation fee is applied. Plan is subject to fee increases.

**CREDIT INVESTIGATION AUTHORIZATION:** A credit investigation may be required. Member's may be terminated if credit is not approved.

**NON-SUFFICIENT CHECKS:** NSF (returned checks) are subject to a **\$30 fee** including direct pay plans. If direct payment is not kept current, agreement will be cancelled within two (2) weeks of a NSF check. Members must pay all fees to be able to be reinstated.

**DEFAULT:** If you have defaulted or are delinquent on any other payment obligations or agreements with the City of Maple Grove Parks and Recreation Board, your membership privileges will be suspended and/or terminated if payment of amounts are not paid in full.

**CHANGING MEMBERSHIP TYPES:** Fill out a special request form when requesting to change a membership type.

**COMPLETE AGREEMENT AND APPLICABLE LAW:** The terms in this document constitute the full agreement between you and us, and no oral promises whatsoever will be recognized or be binding upon the Maple Grove Community Center. This Membership Agreement is governed by the Minnesota law. **Members represents that they and all family members are in good physical condition and able to use the Maple Grove Community Center's Facilities. Members fully understand and agree that in participating in one or more of the facilities, programs or services offered therein, there is the possibility of accidental or other physical injury. It is the Maple Grove Community Center's policy that all individual participating in a fitness program should consult a physician before purchasing a membership.** It is further expressly agreed that all use of the Maple Grove Community Center (MGCC) facilities are and shall be undertaken at patron's, patron's minor children's sole risk, and that the patron assumes the risk of any injuries he or she or the patron's minor children may suffer while using the of MGCC, and that MGCC shall not be liable for any claims, demands, injuries, damages, actions or causes of action, whatsoever to the patron, the adult membership holder's minor children or property arising out of or connected with the use of any of the services, equipment and/or facilities of MGCC or of the property or premises where same are located, and the patron does hereby expressly forever release and discharge the City of Maple Grove or the Maple Grove Community Center (MGCC) from all such claims, demands, injuries, damages, actions or causes of action, and from all acts of negligence, active or membership passive, and all other fault, on the part of MGCC, its servants, agents or employees. Members do not apply to or will receive a credit when registering for special events or recreational programs sponsored by Maple Grove Parks and Recreation. Any reductions of membership will be listed on the advertisement.