

CONTINUOUS MEMBERSHIP TERMS AND AGREEMENTS

ACCEPTANCE AND AGREEMENT: I hereby agree to accept and abide by the terms of this Membership Application and Agreement. I understand that this agreement is for a Continuous membership, due and payable in monthly installments to be withdrawn automatically from the checking or savings account or charged to the credit card I have indicated above.

COMMUNICATION: I consent to be contacted by the Monticello Community Center for all purposes relating to my membership via the contact information I provide. I agree to keep all contact information accurate and current at all times, and will promptly notify the Monticello Community Center of any changes to this information. I agree to receive information via email in order to manage my account, including messages regarding the collection of past due payments. All communications sent to me via email to my registered email address are deemed to have been duly given and effective upon transmission. All communications sent to my physical address are deemed to have been duly given and effective three business days after they are sent via US Mail.

PAYMENT AND CHARGE INFORMATION: I hereby authorize the Monticello Community Center (MCC) to initiate debit entries to my checking or savings account or credit card, as indicated below (as well as credit entries, should they become necessary.) **Payments will be drafted from the member's account on the 10th day of each month.** I understand that I am fully responsible for the payments due under this contract, and in the event that any draft is not honored by my bank for any reason, I will make payment directly to MCC when notified of such event. I will promptly update all information to keep my membership current (such as a change in billing address, credit card number, or expiration date), and I will notify the Monticello Community Center if my payment method has been canceled (e.g. for loss or theft). I understand that my membership will be terminated or suspended if three or more such payment failures occur within a 12-month period of time.

UNPAID BALANCES: Past due balances on the last day of each month are subject to a \$30 service fee. Management reserves the right to:

1. Collect all current and past due balances.
2. Assess a service fee of \$30 for any check or draft payable to the Monticello Community Center which is not honored.
3. Suspend or terminate membership privileges.
4. Assess a \$50 collection fee if account is referred to an outside collection agency.

PROVISIONS: The Monticello Community Center (MCC) will provide a fully-equipped recreational facility including a pool, gymnasium, walking track, climbing wall, indoor play structure, locker rooms, and fitness training area with stationary bicycles, ellipticals, treadmills, circuit training equipment, and a free weight training area. MCC will provide access to the building with a membership barcode system, including member photo identification. I acknowledge that use of the membership barcode system by someone other than myself will result in loss of membership. In order to keep the facility in the best possible condition, a portion of the Monticello Community Center may be closed for a temporary time period for repairs and renovations, or for special events, programs or private parties. There will be no adjustment in dues for this period of closure.

LIABILITY AND WAIVER OF LIABILITY: I understand and acknowledge that use of the MCC facilities is undertaken at my sole risk and bears certain known and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage to myself, to my family, or to my property. I agree to hold harmless and to indemnify the City of Monticello, the Monticello Community Center, its employees, sponsors, contractors, or agents. We strongly urge each person to seek a physician's advice before beginning an exercise program or a program involving physical activity.

SUSPENSION/TERMINATION OF MEMBERSHIP BY MANAGEMENT: Management has the right to suspend or terminate any membership for non-payment of dues, for behavior inimical to the enjoyment of the Monticello Community Center by other members and staff, or for any reason deemed sufficient in the sole discretion of Management.

BUYER'S RIGHT TO CANCEL OR TERMINATE: Members may cancel this contract and request a full refund within three business days of the signing of this Agreement. Formal requests for cancellation with a full refund must be in writing, and approved by Management. After the initial three-day period, cancellation requests must be in writing and received on or before the 15th day of the current month to avoid being responsible for the upcoming month's payment. **Continuous memberships are subject to a \$50.00 early termination fee within 12 months of the signing of the membership contract, which is due and payable at the time a formal request to cancel is made.** Cancellation of an account does not dismiss outstanding balances or nullify previously agreed upon charges. At the time of cancellation, any outstanding balance must be settled.

PHOTO/VIDEO DISCLAIMER: The City of Monticello may periodically take pictures or video recordings of participants while they are engaged in programs, activities, special events, and enjoying our parks or other facilities. Photographs may appear in City brochures and publications, local newspapers, local cable television, and/or on City websites. I authorize MCC to edit, copy, exhibit, publish, or distribute any images in which I appear for purposes of publicizing MCC programs or for any other lawful purpose, and waive any right to royalties or other compensation related to the use of such photographs.

ENTIRE AGREEMENT: I hereby agree to all terms of this Agreement, intending to be legally bound hereby, and affirm that the person(s) listed on this Agreement will follow all MCC policies. I also certify that I have read and understand the Monticello Community Center Policies located on the MCC website.