



## CARTER ATHLETIC CENTER MEMBERSHIP TERMS AND CONDITIONS

---

### **Membership.**

Your membership is a contractual privilege to use the Carter Athletic Center located at North Cross School 4254 Colonial Avenue, Roanoke, VA 24018 (henceforth known as “CAC”) premises, facilities, equipment, services and programs and participate in CAC sponsored activities and events offered from time to time by the CAC to members of your type of membership during the CAC’s published hours of operation. The CAC reserves the absolute right without notice to initiate, change or eliminate any club facilities or membership types offered from time to time, including access to other affiliated clubs; to initiate, change or eliminate fees for existing or new CAC facilities; and to change its hours of operation. Your membership does not entitle you to any interest or ownership in the CAC, or its property and confers no right to participate in the management or operation of the CAC. The classification of members, the amount of initiation fees, dues and other charges payable by the members, the suspension and termination of members, and all other matters affecting or relating to your membership shall be under complete control of the CAC.

All CAC members are expected to comply with the rules and policies of the CAC including, but not limited to, those stated in the Carter Athletic Center By-Laws (“By-Laws”). It is also understood that the By-Laws are subject to change at any time and without notice and that such changes, should they occur, will not institute a breach of this agreement.

### **Fees.**

- a) **Enrollment Fee.** In consideration of your membership, you will pay a non-refundable one-time enrollment fee to the CAC. If you cancel your membership and elect to rejoin the CAC at a later date, you will be required to pay the enrollment fee then in effect for your type of membership. The CAC reserves the absolute right at any time to change the amount, manner and time of payment of the initiation fee.
  
- b) **Dues, Locker Fees, House Accounts and Other Charges.** In consideration of your membership, you will pay monthly membership dues. If you rent a locker, you will pay a monthly locker fee of \$6 per month. House Accounts will be paid monthly on or about the 5<sup>th</sup> of each month for CAC Point of Sale items charged (this is separate from any North Cross School account). All fees will be paid by through electronic funds transfer (EFT) from a checking account, savings account, or debit or credit card account designated by you or by check or cash. You understand that the failure to use the CAC will not relieve you from paying dues, fees and other charges that become due. The CAC reserves the absolute right at any time to increase membership dues, locker fees and other charges for services offered by the CAC from time to time.
  
- c) **Discounted rates.** To receive a discounted dues rate, you must provide verification of eligibility for the discounted rate within seven (7) days of your membership commencement date or your enrollment fee and monthly dues rate will automatically be adjusted to the then current enrollment fee and monthly dues rate for your type of membership.

### **Payment Method.**

- a) Monthly Payment. If you elect to pay on a monthly basis, your monthly dues and other charges will be paid through EFT from the checking account, debit or credit card designated by you. You agree to sign and deliver such additional documents as may be necessary to set up and maintain the payment of your dues and other charges through EFT throughout your membership. You authorize the CAC (billed through “North Cross School”) to utilize your EFT for all payments due under this Agreement and collection of past due balances. All payments received will be applied first to any previous outstanding balances owed to the CAC. In the event that your EFT account information changes or your EFT ends without notice to the CAC, you will be required to provide the CAC with a new EFT authorization by the 15th of the current month in order to charge the new account and prevent charges to the old account in the following month; the failure to do so may result in service charges and cancellation of your membership. The CAC reserves the right to replace any EFT program with any other program for the collection of your dues and other charges.
- b) Annual Prepayment. You may elect to prepay your monthly dues for a period of twelve (12) months and receive a 5% discount off of the total amount due. At the end of the prepaid term, your membership will continue on an annual basis, unless you give us written notice of cancellation.
- c) Late or Returned Payments. The CAC will assess late payment fees and service charges for returned checks and declined EFT payments. Any account balance more than thirty (30) days past due will be subject to a 1.5% per month (18% per annual service charge). Accounts in arrears more than 60 days will be suspended until the account is reconciled and the CAC (“North Cross School”) reimbursed for all amounts due, including service charges. The CAC reserves the right to refer delinquent accounts to a third party collection attorney and you agree to pay for all costs incurred including, but not limited to, attorney’s fees and administrative costs.
- d) Returned Check or EFT Fees. A \$35 service charge will be assessed for any payment returned due to “insufficient funds”. If during a twelve month period two (2) items are returned, the CAC will refuse personal checks and/or discontinue EFT drafts and will require payment by cash, cashier’s check or money order.

### **Transferability.**

This Agreement is made by and between the parties herein and all rights and obligations, including but not limited to, fees and services are non-transferable between the parties or to parties not a part of this Agreement.

### **Cancellation.**

- a) Cancellation by Member. You can cancel your membership by giving thirty (30) days advance written notification to the CAC, surrendering your membership card, and paying all unpaid dues and other charges owed to the CAC. Such cancellation shall not be deemed effective until after the first day of the calendar month following the expiration of the 30-day notice period and all required payments have been made to the CAC. You will remain liable for payment of dues and other charges for periods prior to the effective date of cancellation. If you have prepaid your membership dues and wish to cancel your membership before the end of the prepaid term, the CAC (“North Cross School”) will refund prepaid dues for the membership time not used. Any such refund will not include

dues for membership time prior to the effective date of your cancellation. No refund will be given for any period of time granted to you on a non-cash basis. Any sums due by you will be deducted from any refund due to you. Until the CAC has been notified of the cancellation of your membership in accordance with the terms of this section and all required payments have been made in accordance with the terms of this Agreement, dues will continue to be charged to your account thereby reducing any refund of prepaid dues.

A **\$55 Cancellation Fee**, when applicable, will apply to any cancellation before the initial term of the Agreement (12 months) has ended. After this term, there will be no cancellation fee. If a previous member wishes to reinstate a membership, enrollment fees will apply.

- b) **Cancellation by CAC.** The CAC can cancel your membership at any time for any breach of this Agreement or for any violation of the rules and regulations of the CAC by notice to you. The CAC can also cancel your membership at any time without cause. If the CAC cancels your membership by notice to you, you must immediately surrender your membership card. You will remain liable for all unpaid dues and other charges for periods prior to the termination date. You will be entitled to a refund of any prepaid dues upon compliance with the conditions described above. No refunds shall be made for membership dues except as specifically provided for in this Agreement. Under no circumstances will refunds of dues be made retroactively due to failure to use the CAC facilities. In the event your membership is terminated by the CAC for cause, the CAC reserves the right to retain the unused portion of any advanced payment made by you.
- c) **Additional Rights to Cancellation.** After an initial three-day cancellation period, you or your estate may also cancel this Agreement for any of the following reasons:
  - 1. If upon a doctor's order, you cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months;
  - 2. In the case of your death;
  - 3. If the CAC services provided under this Agreement are not available

Written notice of cancellation setting forth the reason for cancellation under this section shall be delivered in person or sent by certified or registered United States mail to the CAC at the address in this Agreement. If your cancellation is due to a medical or physical disability, written verification from a licensed physician must accompany your notice of cancellation to the CAC. All monies, excluding the enrollment fee, paid by you pursuant to this Agreement which has been cancelled for one of the reasons contained in this section shall be refunded to you or your estate; provided that, the CAC may retain the portion of the total contract price representing the amount of time that the services or facilities were used by you prior to cancellation; and provided further that, the CAC may demand the reasonable cost of goods and services which you have consumed or wish to retain after cancellation of this Agreement. In no instance shall the CAC demand more than the full contract price from the member.

### **Membership Hold.**

A membership hold for personal or medical reasons may be granted at the CAC's discretion. Members are allowed to hold their membership once a year for a minimum of two months (one month for a medical leave) and a maximum of six months. To request a hold, you must (a) submit a written request form to the CAC's Customer Care Welcome Center at least 30 days

before the requested hold is to begin (when possible), (b) surrender your membership key-tag, and (c) be current on all dues, fees and other charges against your account. A request for a medical hold must be accompanied by physician's note verifying your condition and the period of time you will not be able to use CAC facilities. At the end of the requested medical hold period, you must provide a physician's note stating that you are capable of resuming a physical exercise program. Holds begin on the first day and end on the last day of a calendar month. During a hold, you will not be entitled to use any of the facilities, premises, services or programs of the CAC. If you have a 12-month membership or have prepaid your dues, you must prepay the hold fee or provide a payment method to bill the fee; the CAC will extend your membership term by the number of months your membership is on hold. Your dues will remain subject to increase during the hold period. At the end of the hold period, your membership and billing will be automatically reactivated by the CAC, unless you give us advance written notice of cancellation. A HOLD WILL NOT BE GRANTED ON A RETROACTIVE BASIS.

### **Physical Activity Readiness.**

The CAC reserves the right to decline membership to anyone having medical conditions requiring any professional medical supervision. You, on behalf of yourself and any dependent(s), represent that: (a) you and your dependent(s) are voluntarily engaging in physical exercise, are in good physical condition and have no disabilities, diseases, illnesses or other conditions that could prevent you or your dependent(s) from exercising and using the CAC facilities without injuring yourself/themselves or impairing your/their health; (b) you have consulted a licensed physician concerning an exercise program that will not expose you to risk of injury or impairment to your health; and (c) your physician has approved your contemplated activities at the CAC. If you or your dependent(s) have any special exercise requirements or limitations, you agree to disclose them to the CAC before using the CAC facilities or when seeking help in establishing or carrying on an exercise program. You and your dependent(s) acknowledge that the CAC has not given you/them any medical advice and you/they are relying solely on the advice of your/their licensed physicians regarding the ability to use the CAC facilities. You agree to consult with your physician prior to making any dietary changes or use of any food supplements.

### **Acknowledgement of Risk.**

You, on behalf of yourself, and any dependent(s) and guests, represent that you understand that engaging in physical exercise and the use of the CAC facilities includes an inherent risk of minor or major life threatening injury to persons and property, and death. You understand that risk of injury to persons and property includes, but is not limited to, injuries arising from or relating to (a) the use by you, your dependent(s), guests or others of exercise equipment and machines, locker rooms, pool and other wet areas and other CAC facilities; (b) participation by you, your dependent(s), guests or others in any supervised and unsupervised activities, programs, classes, events on or off the CAC premises, including any CAC sponsored activities and events; (c) any personal training, instruction, supervision or dietary recommendations by the CAC or its staff; (d) medical disorders that may occur from use of the CAC facilities such as heart attack, stroke, death, heat stress, sprains, strains, broken bones, and torn muscles, tendons and ligaments among others; (e) accidents that may occur anywhere in or around the CAC (including lobbies, hallways, exercise areas, locker rooms, pool areas, dressing rooms, parking lots, athletic fields) or while participating in activities or events associated with or sponsored by the CAC or while traveling to or from the CAC; and (f) theft or loss of property while using the CAC facilities. Accidental injuries include those caused by you or by other persons and those, for example, of a slip and fall nature. You, your dependent(s) and guests agree to use due care when using any CAC facilities and/or when participating in CAC sponsored outside activities and events.

**Limitation of Liability/Indemnification.**

You understand and agree that the CAC is not responsible for loss, damage or theft of personal property of members or guests while in or on the CAC premises.

**Severability.**

If any provision or any part of any provision of this Agreement is held unenforceable, such provision or portion thereof, shall be severed from this Agreement, and such unenforceability shall not affect the other provisions, or the other parts of such provisions, of this Agreement.

**Entire Agreement and Modification.**

This Agreement constitutes the entire agreement between you and the CAC relating to your membership. You acknowledge that no other agreement exists between you and the CAC relative to your membership and that no representations whether written or oral, other than those set forth in this Agreement, have been made to you to induce you to make this Agreement. This Agreement can be modified only in writing by the CAC and can be terminated only as set forth herein.

**Costs and Attorneys' Fees.**

If any action, suit, arbitration or other proceeding is brought relating to the enforcement or interpretation of this Agreement, the CAC substantially prevails. The member will pay all attorney's fees and costs of the CAC. You also agree to indemnify and hold harmless the CAC, its agents, employees, legal representatives, licenses and assigns from any liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses including, but not limited to, reasonable attorney's fees and expenses for any actions that may arise as a result of this contract, including liability or any action(s) caused by CAC member. This section shall not be deemed to provide for the award of attorneys' fees for personal injury or non-contractual claims.