



OSC AFTER SCHOOL PROGRAM
MEMBERSHIP AGREEMENT

NEW RENEWAL

Parent Name Date

\*Email:

Home Phone Business Phone

Driver's Lic. Or Soc.Sec. #

This contract covers your purchases for use by the member described below.

Member Information

Child's Name ( M F ) Date of Birth

Child's Name ( M F ) Date of Birth

Child's Name ( M F ) Date of Birth

LENGTH OF MEMBERSHIP:

Beginning and Ending Registration Fee \$

Table with 4 columns: MONTHLY FEE, CHARGE, PRE PAYMENT, PAYMENT PLAN. Rows include fee amounts, charge types (VIS DS MC AE), and payment options (MONTHLY, BI-MONTHLY).

By signing below, you signify receipt of a completed copy of this contract and understanding the rules and regulation.

Signature: OSC After School (Representative) Date (Seal)

Student/Parent/Guardian Date



1. I/we hereby agree to enroll the above named student into OSC After School Program for the period beginning \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending \_\_\_\_/\_\_\_\_/\_\_\_\_ unless **Odenton Sports Center After School Representative** is notified in writing within 30 days prior to the initial contract termination. This agreement will automatically renew for one-year periods if you so indicate in paragraph 20, and will be subject to whatever new tuition requirements which may exist at that time provided that you are given written notice of any renewal tuition increase within 60 days prior to the expiration of the contract period. During the enrollment period, students agree to take and **Odenton Sports Center After School Representative** agrees to monitor study hall (**Homework**) and offer **Shooting Machine, Basketball Training, Tennis and/or Double Dutch** services consisting of not more than ( ) lessons per week during the enrollment period. The actual number of lessons received, provided that such lessons do not exceed the maximum allowed per tuition, will have no effect on the amount of tuition for which the student has contracted for.

2. Notice of Consumer Rights. **Odenton Sports Center After School Program** is not required to carry a performance bond under Maryland law since we don't collect more than three month's payment in advance or \$200.00 in initiation fees. You have the right to cancel this agreement within three (3) business days (including Saturday) after the date this contract is signed. Cancellation must be in writing and delivered, either in person or by certified or registered mail to **Odenton Sports Center After School Program**. If the buyer cancels the contract within 3 business days, **Odenton Sports Center After School Program** shall refund any deposit, down payment or other monies advanced. If a student becomes disable for at least three (3) months during the membership term, and that disability is confirmed in writing by a physician, you have the right to an extension of this contract. If **Odenton Sports Center After School Program** is closed for a month or more, you are entitled to your choices either an extension of the contract or a pro-rated refund, except if the closing is not **Odenton Sports Center After School Program's** fault, in which case the choice of the remedy belongs to **Odenton Sports Center After School Program**. Notice of these consumer Rights is an integral part of this contract. Lessons are not conducted on national holidays. In case of an emergency where classes are cancelled we will provide make-up classes. You understand further that strict observation by you of the rules and regulation relative to your participation and training will largely reduce the possibility of accident or injury and that you waive any claim of damages against the institute and/or its principles or instructors in any case resulting from the activity.

4. Entire Balance Due. If you repudiate this contract in writing, breach any provision, or don't make a payment within 20 days of your due date, we can suspend your membership privileges and require you pay the entire balance of what you owe, less any refund to which you are entitled as described under "Payment".

5. Default. You will be in default if you haven't paid us everything you owe by the scheduled end of this contract, or if the entire balance of what you owe becomes due and you don't pay us. After the scheduled end of this contract, you agree to pay interest at the Annual Percentage Rate stated on the front of that part of the amount financed which you still owe until you pay in full.



We may get a court judgment against you for what you still owe and you agree to pay any court costs and reasonable lawyer's fees involved in collecting this contract to be set by the court. Any judgment shall bear interest at the highest rate allowed by law. Even if our services are not used, you are still responsible for payment under this contract.

6. Bad Check Charge:

If your checks for any payment under this contract are returned for insufficient funds on the second presentment, you may be charged a bad check fee of \$35.00 or the maximum amount permitted by law, and when application, a late charge as well as other charges allowed by law.

7. Late Charge. You will be charged \$35.00 or 5% of the amount in default; whichever is greater, if a payment is not made on the due date.

8. Transferring This Contract. We can transfer this contract to an independent financial institution, or we may refer it to another company for collection.

9. Our Rules and Regulations: The member shall follow all of the rules and regulations of **Odenton Sports Center After School Program**, including hours of operation, which **Odenton Sports Center After School Program**. We can revoke your membership privileges if these rules and regulations are not followed, and we expressly reserve the right to change these rules, regulations and hours of operation. In addition, we expressly reserve the right to add to, eliminate, or alter any piece of study and/or training equipment, furniture or fixture, when deemed necessary or desirable, if in our judgment it is in the best interest of our members.

10. Release of liability: It is understood that due to the nature of the training which is being provided by **Odenton Sports Center After School Program** that accidents do from time-to-time occur. While all precautions will be taken to assure the safety of all students, it is impossible to guarantee that such accidents will not occur. If you are involved in an accident which subjects you to any injury, you agree to hold **Odenton Sports Center After School Program** harmless and further that neither you, a parent, a guardian or any other financially responsible person will take no action against **Odenton Sports Center After School Program**.

11. Student/**Odenton Sports Center After School Program** Representation: The member applying warrants and represents that he/she/minor student is in good physical condition and has been advised by any Physician or Medical Facility that participation in the applied for course of training will not in any way be adverse to the well being of the student. Furthermore, members represent that the student is able and allowed to participate in exercise and various athletic curriculum, which is provided by **Odenton Sports Center After School Program**. Instruction provided by **Odenton Sports Center After School Program** through its qualified personnel assures that students will have proper instruction regarding the use of all equipment and the various exercises, which will be required. The student/parent/guardian represents that they have had the opportunity to either participate in or observe the athletic training provided by **Odenton Sports Center After School Program** prior to the signing of this contract. Student/parent/guardian understands that by participating in the **Odenton Sports Center After School Program** program or by use of the facilities or equipment covered by this contract does



present the possibility of accidental injury. Student/parent/guardian assumes all risk associated with such participation within this program and holds **Odenton Sports Center After School Program** harmless for any such injury or occurrence. In addition, student/parent/guardian agrees to indemnify **Odenton Sports Center After School Program** from any and all liability, which may arise against **Odenton Sports Center After School Program** by such member or through any other third party as a result of training received by **Odenton Sports Center After School Program** or by use of LBGC's facilities or equipment. Student/parent/guardian understands that during the course of instruction, employees or other instructors of **Odenton Sports Center After School Program** will be engaged in a course of conduct requiring physical contact, and he/she (or parent or guardian) gives full consent to such contact as is required by the training.

12. Medical Treatment: Student/parent/guardian understands that accidental injuries may occur from time-to-time due to the nature of the training involved. While the **Odenton Sports Center After School Program** will exercise all necessary care to assure the safety of its students, accidents may occur beyond its control. In the case of an injury, a student/parent/guardian also understands that the staff of **Odenton Sports Center After School Program** are not trained and have no expertise in the treatment of, or diagnosis of medical conditions of any kind. In addition, staff and **Odenton Sports Center After School Program** are unable to determine the medical effect upon any individual regarding any form of exercise or other form of training.

13. Cancellation for Medical Reasons: While this contract is in effect and the member submits written documentation from a physician indicating that continued use of **Odenton Sports Center After School Program** would impair the students health and well being, this contract may be canceled provided that all dues and fees earned by **Odenton Sports Center After School Program** at the time have been paid. In this situation, the student must authorize **Odenton Sports Center After School Program** the ability of contacting the student's physician to verify the condition being used to cancel this agreement. In addition and as in #15, **Odenton Sports Center After School Program** has the right to keep all initiation fees earned and paid, except as provided for in the notice of Consumer Right.

14. Change Of Contract: Any change in this contract may only be made if both you and **Odenton Sports Center After School Program** agree in writing to any such change.

15. Age or Parental Consent Certification: By signing this contract, you are certifying that you are either of legal of age or that you are signing this contract as parent or legal guardian of minor, and by signing this contract on behalf of any minor, you hereby agree that you shall be responsible for all payments due hereunder and that you will indemnify and hold **Odenton Sports Center After School Program** harmless for any injuries, losses, or damages sustained to anyone as a result of the minor's participation in this program of instruction.

16. Governing Law: This agreement shall be governed in accordance with the laws of Maryland, and that there are no other agreements, terms, promises or obligations of either you or us which are not contained within this agreement. If any clause or provision of this agreement is unenforceable under any present or future law, the remainder of this agreement will not be affected thereby.



17. Relocation Provision: In the event that any enrolled student moves their residence more than 25 miles from the **Odenton Sports Center After School Program** location which has agreement with **Odenton Sports Center After School Program**, students may cancel their membership without charge. In the event that a cancellation is effected in this manner, **Odenton Sports Center After School Program** requires written proof of new residence along with the name and address of the new employer, if applicable. If your membership is canceled due the relocation provision being evoked, **Odenton Sports Center After School Program** may keep all initiation fees along with any prorated portion of your membership dues, which have been earned up to the date of cancellation. If you cancel under this provision and have not paid all dues earned up to the date by **Odenton Sports Center After School Program**, it is understood that **Odenton Sports Center After School Program** will initiate legal action against you and intends to seek all legal and other court costs as well.

18. Relocation Of **Odenton Sports Center After School Program**. We reserve the right to relocate or consolidate the **Odenton Sports Center After School Program** location within a fifteen (15) mile radius of the current location. We will make a good faith effort to replace it with comfortable facilities, but we do not guarantee the same.

19. Change In Membership Plan: In the event that you desire to upgrade your existing agreement to any upgrade agreement available at that time, it is permissible to do so provided that all old balances are transferred at that time. It is understood that any such new contract does not void any contract terms to which you had previously agreed. In other words, the signing of a new contract does not void your responsibility under the previous contract.

20. Contract Period and Automatic Renewal: The initial period runs from the date of this signed contract, continuing for the initial term specified in paragraph #1. Thereafter, the contract renews automatically for one year unless the student or financially responsible person notifies **Odenton Sports Center After School Program** in writing with 30 days notice prior to the following month.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_