

MEMBERSHIP AGREEMENT

Rhythm Dribble/LBGC's Homework Club

Member No. _____

Name

_____ Date ____/____/____
Last First M. Initial

Address

_____ Zip
Street Address City State

Home Phone _____ Business Phone _____

Driver's Lic. Or Soc.Sec. # _____

In Case Of Emergency Contact:

#1 _____

#2 _____

Member Information

Name _____ (M F) Date of Birth _____
Last First MI

Name _____ (M F) Date of Birth _____
Last First MI

Name _____ (M F) Date of Birth _____
Last First MI

Features of your Membership:

Tracks and days available: Your membership entitles the member to use the following Tracks and days indicated (except for days we're closed):

LENGTH OF MEMBERSHIP:

Beginning ____/____/____ and end ____/____/____

Homework

Shooting Machine

Rhythm Dribble

Fitlight

M Tu W Th Fri

Initiation Fee \$ _____

Membership Fee \$ _____

PAYMENT... OPTION... SELECTED

MONTHLY FEE

\$ _____ MONTHLY

AUTO CHECK CHARGE

\$ _____ MONTHLY

VIS DS MC AE

Acct.# _____

Exp. Date: _____

PRE-PAYMENT

\$ _____ TOTAL

PAYMENT PLAN

\$ _____ Total Amount

\$ _____ Finance Charge

\$ _____ Down Payment

\$ _____ Total Payment

Your payment schedule will be: _____

Number of Payments: _____

Amount of Payments: \$ _____

When Payment Are Due

- Weekly
- Monthly

Beginning / /

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

STUDENT NOTES:

Rhythm Dribble/LBGC's Homework Club (Representative)

Date (Seal)

Student/Parent/Guardian

Date (Seal)

1. I/we hereby agree to enroll the above named student into Rhythm Dribble Homework Club for the period beginning / / and ending / / unless **Rhythm Dribble/LBGC's Homework Club** 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, student agrees to take and Rhythm Dribble Homework Club agrees to monitor study hall (**Homework**) and offer **Shooting Machine, Rhythm Dribble and Fitlight** services consisting of not more than () lessons per week during the enrollment period. The actual number of lessons received, provided that such lesson 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. Our Health club registration number is (--E 2929----) **Rhythm Dribble/LBGC's Homework Club** 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 **Rhythm Dribble/LBGC's Homework Club**. If buyer cancels contract within 3 business days, **Rhythm Dribble/LBGC's Homework Club** shall refund any deposit, down payment or other monies advanced. If 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 **Rhythm Dribble/LBGC's Homework Club** is closed for a month or more, you are entitle to your choices either an extension of the contract or a pro-rated refund, except if the closing is not **Rhythm Dribble/LBGC's Homework Club's** fault, in which case the choice of the remedy belongs to **Rhythm Dribble/LBGC's Homework Club**. 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 descried 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 on 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 fund on the second presentment, you may be charge a bad check fee of \$35.00 or the maximum amount permitted by law, and when application, a late charge as well as another 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 **Rhythm Dribble/LBGC's Homework Club**, including hours of operation, which have been made available to you and are posted in **Rhythm Dribble/LBGC's Homework Club**. 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 **Rhythm Dribble/LBGC's Homework Club** that accidents do from time-to-time occur. While all precaution 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 **Rhythm Dribble/LBGC's Homework Club** harmless and further that neither you, a parent, a guardian or any other financially responsible person will take no action against **Rhythm Dribble/LBGC's Homework Club**.

11. Change Of Contract: Any change in this contract may only be made if both you and **Rhythm Dribble/LBGC's Homework Club** agree in writing to any such change.

12. Age or Parental Consent Certification: By signing this contract, you are certifying that you are either of legal 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 **Rhythm Dribble/LBGC's Homework Club** harmless for any injuries, losses, or damages sustained to anyone as a result of the minor's participation in this program of instruction.

13. 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.

14. Relocation Provision: In the event that any enrolled student moves their residence more than 25 miles from the **Rhythm Dribble/LBGC's Homework Club** location which has agreement with **Rhythm Dribble/LBGC's Homework Club**, student may cancel their membership without charge. In the event that a cancellation is effected in this manner, **Rhythm Dribble/LBGC's Homework Club** requires written proof of new residence along with the name and address of new employer, if applicable. If your membership is canceled due the relocation provision being evoked, **Rhythm Dribble/LBGC's Homework Club** may keep all initiation fees along with any pro-rated 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 **Rhythm Dribble/LBGC's Homework Club**, it is understood that **Rhythm Dribble/LBGC's Homework Club** will initiate legal action against you and intends to seek all legal and other court costs as well.

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

16. Relocation Of **Rhythm Dribble/LBGC's Homework Club**. We reserve the right to relocate or consolidate the **Rhythm Dribble/LBGC's Homework Club** location within a fifteen (15) mile radius of the current location. We will make a good faith effort to replace with comfortable facilities, but we do not guarantee the same.

17. Student/ **Rhythm Dribble/LBGC's Homework Club** 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, member represents that the student is able and allowed to participate in exercise and various athletic curriculum, which is provided by **Rhythm Dribble/LBGC's Homework Club**. Instruction provided by **Rhythm Dribble/LBGC's Homework Club** 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 **Rhythm Dribble/LBGC's Homework Club** prior the signing of this contract. Student/parent/guardian understands that by participating in the **Rhythm Dribble/LBGC's Homework Club** 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 **Rhythm Dribble/LBGC's Homework Club** harmless for any such injury or occurrence. In addition, student/parent/guardian agrees to indemnify **Rhythm Dribble/LBGC's Homework Club** from any and all liability, which may arise against **Rhythm Dribble/LBGC's Homework Club** by such member or through any other third party as a result of training received by **Rhythm Dribble/LBGC's Homework Club** or by use of LBGC's facilities or equipment. Student/parent/guardian understands that during the course of instruction, employees or other instructors of **Rhythm Dribble/LBGC's Homework Club** will be engaged in a course of conduct requiring physical contract, and he/she (or parent or guardian) gives full consent to such contact as is required by the training.

18. Medical Treatment: Student/parent/guardian understands that accidental injuries may occur from time-to-time due to the nature of the training involved. While **Rhythm Dribble/LBGC's Homework Club** will exercise all necessary care to assure the safety of its' students, accidents may occur beyond it's control. In the case of an injury, student/parent/guardian also understands that the staff of **Rhythm Dribble/LBGC's Homework Club** are not trained and have no expertise in the treatment of, or diagnosis of medical conditions of any kind. In addition, staff and **Rhythm Dribble/LBGC's Homework Club** are unable to determine the medical effect upon any individual regarding any from of exercise or other from of training.

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 a permissible to do so provided that all old balances 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 student or financially responsible person notifies **Rhythm Dribble/LBGC's Homework Club** in writing with 30 days notice prior to the following month.

Signature _____