Membership Terms and Agreement

This Membership Agreement ("Agreement") is between the City of Eden Prairie ("City") and the signer of the Agreement ("Member").

Member desires to become a member of the Eden Prairie Community Center ("EPCC"). In consideration of the mutual benefits to be gained by the performance of this Agreement, the parties hereto agree as follows:

1.**Member's Acceptance Rules and Policies:** Upon acceptance of this application by the City, the Member hereby agrees to the terms and conditions of this Agreement. The Member has reviewed the membership rights and privileges and agrees to abide by all rules and policies of the EPCC, which are subject to change without notice. A complete list of our policies are located on our web site @ edenprairie.org/communitycenter

2 **Fitness Center Age Guidelines:** The member has reviewed the age guidelines and understands that upon completion of the Youth Fitness Orientation children ages 12-13 may use the fitness area only when accompanied by an adult (16 years of age or older). Persons 14 and older may use the fitness equipment and attend fitness classes on their own. Detailed age guidelines for the facility can be found on our website @ edenprairie.org/communitycenter.

3. **Enrollment Fees:** The Member shall pay an enrollment fee. The amount of the fee, and the manner and time of payment, shall be established by the EPCC and may be changed from time-to-time. The Enrollment fee is a one-time-only charge, but if membership is canceled due to non payment after 30 days the Member will be subject to paying the enrollment fee to have the membership reinstated. If family members are added after the initial enrollment fee is paid, a $10.00 change fee is applied.

4. **Dues:** The Member shall pay membership dues. The amount of the dues, and the manner and time of payment, shall be established by the EPCC and may be changed from time-to-time. Member's obligation to pay dues is not dependent on the availability of all of the EPCC's facilities. Tournaments, repairs and/or maintenance of the facilities may make it necessary for the EPCC to restrict use of one or more of the facility areas or to temporarily close the EPCC, which will not reduce or suspend the Member's obligation to pay dues.

5. **Suspending a membership:** The member has the right to suspend their membership for up to 4 months during a 12 month cycle. The member will be required to pay a $8 per month suspension fee each month requested to be suspended. The member must complete a change of status form on the 1st through the 20th of the month prior to month to suspend dues. The member may suspend the membership for no less than 1 month and no more than 4 months. The membership rate will return to the dues rate stated on the original agreement on the month stated on the change of status form.

6. **Upgrade/Downgrade:** The member has the right to upgrade or downgrade their membership. The member must complete a change of status form. Upgrades may occur at anytime of the month. A $10.00 administrative fee and the difference in pro rated dues will apply and will be collected at the time of upgrade request. **Downgrade requests must be submitted by the 20th of the month.** The membership status change must remain in affect for 60 days or one billing cycle.

7. **Waiver of Liability:** The Member understands that although the EPCC's facilities, equipment, services and programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services and programs may result in injury or death to the Member and Member's children. **It is expressly agreed that all exercises and treatments and use of equipment and facilities of the EPCC are and shall be undertaken at Member's and Member's children's sole risk, and that the Member assumes the risk of any injuries he or she or the Member's children may suffer while using any of the equipment or the facilities of EPCC; and that the City, the EPCC, and the officers, employees and agents of each shall not be liable for any claims, demands, injuries, damages, actions or causes of action, whatsoever to the Member, the Member's children or property arising out of or connected with the use of any of the services, equipment, and/or facilities of EPCC or of the property or premises where same are located; and the Member does hereby expressly forever release and discharge the City, the EPCC, and the officers, employees and agents of each, from all such claims, demands, injuries, damages, actions or causes of action, and from all acts of negligence, active or passive, and all other fault, on the part of the City, the EPCC, and their officers, employees and agents.** The Member is strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any workout program or strenuous activity. If the Member has a history or family history of heart disease, Member should consult a physician before joining the EPCC.

8. **Voluntary Termination:** The Member may terminate membership after one full billing cycle or 60 days by providing notice on a membership change form. Notice must be sent hand delivered to the EPCC during business hours. Notices received by the EPCC between the 1st and 20th of a given month will be effective at the end of the same month. A notice received between the 21st and the end of a given month will be effective at the end of the following month. Such voluntary termination shall not be deemed effective until after the expiration of notice period and after all required payments have been made by the Member to the EPCC.

9. **Annual Membership Prepaid Dues:** Prepaid dues are refundable after 90 days of the membership start date, and the request must be approved by the Community Center management. Any discount earned due to the prepayment will be deducted from any amount refunded due to the early cancellation.

10. **Involuntary Suspension or Termination:** The EPCC may suspend or terminate the membership of the Member, at any time and without notice, for the reasons including but not limited to those listed in "a" through "c" below. A suspended or terminated Member remains liable for all dues and other indebtedness incurred.

- **A.** If Member or Member's guest fails to comply with any of the rules or regulations adopted by the EPCC;
- **B.** If Member or Member's guest engages in conduct the EPCC determines to be improper or contrary to the best interest of the EPCC; or
- **C.** If the Member is thirty (30) days in arrears in his or her account to the EPCC.

11. **Delinquent Accounts:** If the Member fails to make payment within thirty (30) days, in addition to being subject to involuntary suspension or termination, the account will be classified as delinquent and the Member will be responsible for all collection costs, including attorneys' and other collection fees, and any fees from add-on addendums.

12. **Late or Return Item Charges:** A twenty and no/100 dollars ($20) late fee will be assessed to the Member for a returned check or credit card draft as a result of insufficient funds, declined and expired credit cards, or accounts closed.

13. **Minors:** A person under sixteen (16) years of age may not become a member without permission of his or her parent or legal guardian. If Member is under the age of sixteen (16), Member's parent or legal guardian must agree to the terms and conditions of this Agreement and execute the Agreement on Member's behalf.

14. **Non-Discrimination:** It shall be the policy of the EPCC to accept applications for membership from any individual, couple or business of good character and responsible credit background without regard to race, creed, color, gender, age, marital status, sexual orientation, status to regards to public assistance, disability or national origin.

15. **Assignment of Agreement:** Member may not sell, assign or transfer Member's membership rights under this Agreement.

16. **Indemnity:** Member hereby agrees to indemnify, hold harmless and defend the EPCC from and against any and all claims, losses, damages, injuries, costs and expenses, including court costs and reasonable attorney's fees, in any manner relating to or arising out of the acts or omissions, negligent or otherwise of Member, Member's guests, and/or anyone else for whose acts and/or omissions Member may be liable. The provisions of this paragraph shall survive the termination of this Agreement.

17. **Damages:** The EPCC shall not be liable for any lost, stolen, or damaged articles in the facility or parking lot.

18. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

19. **Membership Information:** Questions regarding membership at the Eden Prairie Community Center should be directed to the Customer Service staff at 952-949-8470.