

NOTE: Complete this page if you choose the ACH Monthly Deduction Membership Option

Automated Withdrawal Agreement

Automated Withdrawal Agreement Terms	Initial Here
<p>DRAFT AUTHORIZATION: I (we) authorize the City of South St. Paul to initiate entries to debit my (our) account below for the payment of a Membership to Central Square Community Center. Requests received by the 30th of the month will have monthly payments deducted on the 15th of each month in the amount of \$_____ from the desired checking or savings account. I (we) have attached a voided check.</p>	
<p>This authorization will remain in effect until cancelled by me in writing.</p>	
<p>CANCELLATION If cancellation occurs before the 12-month agreement is fulfilled, I understand that I will be assessed one additional ACH monthly fee (at current membership category price) before cancellation is processed. After the initial 12-month period is fulfilled, ACH cancellations are still required in writing; however, you will not be assessed a fee. Written cancellation must be received by the first day of the month to avoid being charged for the month's membership fee.</p>	
<p>I understand that the ACH payment information is private and will only be used by the City for payment of Membership fees. Membership fees are subject to rate increases as directed by the Central Square Community Center Board.</p>	

Banking Information			
<p>A voided check or direct deposit slip from your bank must be turned in with your membership agreement to start the automatic withdrawal. This information must include your routing number and account number.</p>			
Checking Account	Savings Account		
Name of Bank:			
Routing Number:		Account Number:	
Signature:		Date:	

Please Attach Voided Check Here

Membership Agreement Terms and Conditions

MEMBERSHIP HOLDER INFORMATION: Questions regarding the agreement at South St. Paul Central Square Community Center should be directed to the front desk (651-366-6200).

FACILITIES AND AGE RESTRICTIONS: The South St. Paul Central Square Community Center membership entitles you to the use of the pool during lap swim, recreation swim and family swim times, complimentary child watch (during scheduled times) and unlimited use of the Fitness Center featuring the latest strength and cardio exercise equipment. Individuals must be 16 years of age or older to use the Fitness Center equipment. Children ages 14 and 15 who are part of a Family Membership may use the equipment when accompanied and supervised by a parent/guardian. Persons under 16 years of age are not permitted to use the swimming pool unless there is a lifeguard present or use is in conjunction with a supervised approved school activity. Children under the age of 10 must have parent/guardian present at all times during approved times.

MEMBERSHIP CATEGORY/RESIDENCY DEFINITIONS: **Senior:** Age 55 and over (must show proof of age); **Youth:** Ages 16-17 (must show current student ID); **Adult/Single:** Ages 18-54; **Family:** Two adults living in same household and up to four dependents under the age of 26 living at same address. Resident rates apply to those who provide a valid proof of residency at the time of the purchase. Non-residents employed full-time in the City of South St. Paul are eligible for resident rates after providing a current pay stub with the employer's rightful address.

MEMBERSHIP HOLDER'S RIGHT TO CANCEL: YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHIN 14 DAYS OF SIGNING THE AGREEMENT BY COMPLETING THE CANCELLATION FORM OR SUBMITTING A WRITTEN NOTICE TO THE FACILITY. The notice must state that you do not wish to be bound by this agreement and must be delivered or mailed within 14 days after you sign this agreement. The notice must be delivered or mailed to: Central Square Community Center, 100 - 7th Avenue North, South St. Paul, Minnesota 55075. TO EXPEDITE YOUR CANCELLATION, PLEASE INCLUDE YOUR MEMBERSHIP CARD WITH THE CANCELLATION NOTICE.

CANCELLATION OF MEMBERSHIP: The South St. Paul Central Square Community Center reserves the right to cancel the membership of any individual for any reason, such as, but not limited to violation of the terms and conditions of the Membership Agreement or violates any rules or regulations of the South St. Paul Central Square Community Center.

EARLY TERMINATION: If a patron wishes to terminate the Agreement before the end of their annual or 6 month membership, an early termination fee will be assessed. This fee will be waived for military deployment only. Memberships will not be suspended for sudden illness or medical reasons. See Automated Withdrawal Agreement for early termination fees and policy.

ACH PAYMENT PLAN (automatic payment deduction): Recipients are subject to rate increase as determined by the Central Square Board. Sufficient written notice will be provided.

NON-SUFFICIENT CHECKS: NSF (returned checks) are subject to a \$35 fee including any direct pay plans. If direct payment is not kept current, the Membership Agreement will be terminated.

COMPLETE AGREEMENT AND APPLICABLE LAW: The terms on the reverse side and on this side constitute the full agreement between you and us, and no oral promises whatsoever will be recognized or be binding upon the South St. Paul Central Square Community Center. This Membership Agreement is governed by Minnesota law.

PARK & RECREATION DEPARTMENT PROGRAMS: Annual memberships do not apply to or will receive a credit when registering for special events or recreational programs sponsored by South St. Paul Parks & Recreation. Any reductions of annual membership holders will be listed on the advertisement.



Waiver of Liability, Assumption of Risk and Indemnification

1. To the best of my knowledge, I and all family members (if Family Membership) are in good physical condition and able to use the South St. Paul Central Square Community Center's facilities. I understand and acknowledge that it is the South St. Paul Central Square Community Center's policy that all individuals participating in a fitness program should consult a physician before purchasing a membership and to abide by any limitations set by the physician.
2. I fully understand and agree that in participating in one or more of the facilities programs or services offered by South St. Paul Central Square Community Center, there is the possibility of accidental or other physical injury.
3. I understand and expressly agree that all use of the South St. Paul Central Square Community Center facilities are and shall be undertaken at my and my minor children's sole risk (if Family Membership).
4. I understand that the South St. Paul Central Square Community Center makes no implied or express representations or warranties as to the condition of the facilities. I further understand and agree that by using the South St. Paul Central Square Community Center's facilities, I expressly assume and accept any and all risk of any injuries or death that I or my minor children may suffer while using the facilities.
5. I expressly agree to waive, release and hereby discharge the South St. Paul Central Square Community Center, the City of South St. Paul and Special School District No. 6, South St. Paul, and their officers, officials, agents and employees from any claims, demands, injuries, damages, actions or causes of action, whatsoever to myself, my minor children (if Family Membership) or my property arising out of or connected with the use of any of the services, equipment and/or facilities of South St. Paul Central Square Community Center or of the property or premises where same are located.
6. I further agree on behalf of myself and my minor children (if Family Membership) to waive and release the South St. Paul Central Square Community Center, the City of South St. Paul and Special School District No. 6, South St. Paul, and their officers, officials, agents and employees from any and all liability for any economic or non-economic loss, damage, expense or injury, including death, that I or my minor children may suffer resulting from or arising out of any activity within South St. Paul Central Square Community Center which may or may not be the result of negligence, active or passive. This waiver does not include any injuries that I obtained as the result of willful, wanton, or intentional misconduct.
7. I will accept liability for injuries to or damages to the property of others arising out of or connected with the use of any of the services, equipment and/or facilities of South St. Paul Central Square Community Center or of the property or premises where same are located that has been caused by my negligence or willful, wanton, or intentional misconduct or by the negligence or willful, wanton, or intentional misconduct of my minor children (if Family Membership).
8. I further agree to defend, indemnify, and hold harmless the South St. Paul Central Square Community Center, the City of South St. Paul and Special School District No. 6, South St. Paul from any and all claims for injury or property damage resulting from my actions or the actions of my minor children (if Family Membership) arising out of or connected with the use of any of the services, equipment and/or facilities of South St. Paul Central Square Community Center or of the property or premises where same are located.