



# OPERATING POLICIES CONTRACT

## Memberships

- Memberships are month-to-month contracts and require no long-term commitment but do require 1 month written notice for cancellation. *See 'Membership Cancellation' below for further details.*
- All training is unlimited format according to our schedule.
- All members must schedule appointments based on availability of our class schedule.

## Membership Billing & Monthly EFT

- Memberships are automatically charged to your credit/debit card on the 1<sup>st</sup> of each month.
  - Upon enrollment, that month's membership fees will be charged at the full rate through the first 7 days of each month.
  - After the 7<sup>th</sup> day of each month, you will be charged the prorated amount for the initial month **in addition to** the next month's fees in full. Additional options may be offered.
- All purchases are final. **Absolutely no refunds, returns, exchanges or credits will be granted for any reason, including failure to attend, medical excuse, or cancelling prior to the end of your pre-paid period.**
- Monthly membership dues are processed via EFT. **A credit or debit card must be kept on file. Absolutely no exceptions.** However, monthly dues may be paid with another form of payment **prior to the 1<sup>st</sup> of the month.** Any unpaid dues will automatically be charged to the card on file on the 1<sup>st</sup> of each month.
- If you pay for training ahead of the billing schedule, there will be no refunds for cancelling your membership(s) prior to end of the pre-paid period(s). Again, all purchases are final. **Absolutely no refunds, returns, exchanges or credits will be granted for any reason, including failure to attend, medical excuse, or cancelling prior to the end of your pre-paid period.**
- All returned checks will incur a **\$50** returned check fee and all memberships will be assessed a \$50 late fee if a failed autopayment has not been resolved within 48 hours. All declined EFT transactions will incur a **\$50** fee if not settled with us within 48 hours.

*\*\*Failure to pay according to our policies will result in legal action to collect all dues owed to NWI Sports Performance. 'Stop payment' methods used through your bank or NWI Sports Performance's bank are not an acceptable means to cancel memberships or obtain a refund. By signing the bottom of this form, you hereby agree to not place stop payments on any charges and agree to be held responsible for any legal fees (including but not limited to court costs, attorney fees, etc.) that may result from failure to pay any amount(s) due.\*\**

## Membership Cancellation

- Membership cancellation requires a 1 month written notice. Signed forms may only be submitted in person during business hours in order for cancellations to be processed. **Cancellations will be processed as of the date we receive your completed and signed cancellation forms, not as of the date you fill out on the form(s).** **Absolutely no response or reply will be given to any cancellation submission via text or email as we do not accept cancellation notices via text or email.**
  - Memberships will continue to be charged and billed accordingly until we receive your completed and signed cancellation request form(s) regardless of your rate of attendance.
- Because a 1 month notice is required to cancel memberships, **once your cancellation notice is received by us, your account will incur one more monthly charge** before your membership is effectively cancelled and you are no longer billed or charged.

**Disclaimer:** *In layman's terms: this means that even if your future schedule is communicated to us or we know your student-athlete is in season, you still must abide by our cancellation policy. **Cancellation forms must be completed and submitted in order to cancel a membership. Verbal communication will not be an accepted form of cancellation notice.** "Getting busy" is not an acceptable or approved reason to have your membership cancelled with less than 1 month notice. It is your responsibility to handle your account affairs on time, not ours. **You will continue to be charged for your monthly membership until your cancellation form has been received.** **Absolutely no refunds, returns, exchanges or credits will be given for any reason, including medical or failure to attend.** You will not be credited for a month of training if you don't show up at all or "only come a couple times" and you still must submit a signed cancellation form. Charges will stop 1 month from the date we receive your signed cancellation form. Period. **If you cancel on or after the 1<sup>st</sup> of the month, you will be billed one more time on the 1<sup>st</sup> of the following month. Absolutely no exceptions, including medical excuses.***

## Scheduling & Notifications

- All scheduling is done through an electronic booking system, which will keep track of all account information.
- A valid email address and cell phone number are required to be kept on file for automatic system notifications and reminders.
- Text and email confirmations will be sent automatically upon booking.
- Appointment reminders are automatically sent ahead of your scheduled appointment. It is your responsibility to inform us if any text and/or email notifications are not being received.
  - It is your responsibility to ensure the dates and times in your notifications are correct, as our schedule will follow that indicated in the notifications.
- If you don't receive appointment booking and reminder notifications, that means you **do not have** an appointment scheduled. Please call immediately if you believe this happens in error.

## Scheduling Cancellations for Private Instruction Appointments

- Individual appointments will be cancelled and charged in full after 10 minutes of non-arrival. Prior notice and/or arrival after 10 minutes **will not** reinstate your scheduled appointment.
- All *private instruction* appointment no-shows, same-day cancellations and all cancellations made after business closing of the night prior to an appointment will absolutely be charged in full.
  - If you have a package (**valid for 6 months**), your package will be charged accordingly.
  - If you do not have a package, your credit or debit card on file will be charged accordingly.
  - All returned checks will incur a **\$50** returned check fee.

## Weather Policy

- All sessions will be cancelled if Lake County (Indiana) school systems are out of session due to severe weather. We reserve the right to make alternate decisions based on additional factors.
- If Lake County school systems are in session, all appointments will be met as scheduled. We reserved the right to make alternate decisions based on additional factors.
  - The previously listed no show & cancellation policy will apply to the policies.