



# BEEDE SWIM AND FITNESS CENTER

## Recurring Membership Agreement (Terms and Conditions on reverse side)

498 Walden Street  
Concord, MA 01742  
978-287-1000

Mon-Fri 5:30am-9:00pm  
Sat & Sun 7:00am-6:00pm  
www.beedecenter.com

### STAFF USE ONLY

Date Received \_\_\_\_\_  
Staff Initials \_\_\_\_\_  
HB   
Date Entered \_\_\_\_\_  
Receipt # \_\_\_\_\_  
Amount \$ \_\_\_\_\_  
Initials \_\_\_\_\_  
New \_\_\_\_\_ Renew \_\_\_\_\_

### MEMBER INFORMATION

**Name** \_\_\_\_\_ **D.O.B.** \_\_\_\_\_ **M** **F**

**Address** \_\_\_\_\_ **Town** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Home phone** \_\_\_\_\_ **Cell phone** \_\_\_\_\_

**Email** \_\_\_\_\_

### ADDITIONAL MEMBERS (must legally reside at the address above)

Name	Relationship	D.O.B.	M	F
_____	_____	_____		
_____	_____	_____		
_____	_____	_____		
_____	_____	_____		
_____	_____	_____		

### MEMBERSHIP TYPE

Adult \$82    Couple \$129    Family \$153    65+ Adult \$62    65+ Couple \$98    14-18 Student \$41    80+ Adult \$199

### PAYMENT TYPE

Recurring Amount\$ \_\_\_\_\_  Joining Fee\$ \_\_\_\_\_ **Today's Total\$** \_\_\_\_\_

### HOW DID YOU HEAR ABOUT US?

Website    Newspaper    Friend    Email    Social Media    Other \_\_\_\_\_

### RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I understand and expressly agree that my use of the The Beede Swim and Fitness Center (hereafter referred to as "Beede Center") acting through the Town of Concord (hereafter referred to as "Town") facility involves the risk of injury to me or my guest whether caused by me or not. I understand that these risks can range from minor injuries to major injuries including death. In consideration of my participation in the activities and the use of the facilities offered by the Beede Center/Town, I understand and voluntarily accept this risk and agree that the Beede Center/Town, its staff, directors, members, agents, Town and independent contractors will not be liable for any injury, including, without limitation personal, bodily, or mental injury, economic loss or any damages to you, your spouse, domestic partner, guests, child, unborn child or relatives resulting from the negligence of the Beede Center/Town or anyone on the Beede Center/Towns behalf whether related to exercise or not. Accordingly, I do hereby forever release and discharge Beede Center/Town from any and all claims, demands, injuries, damages, actions or cause of action. I further understand and acknowledge that the Beede Center/Town does not manufacture fitness or other equipment in its facilities, but purchases and/or leases equipment and therefore the Beede Center/Town my not be held liable for defective products.

I agree to comply with the Beede Center/Town membership policies and rules that may be communicated to me from time to time either in writing, through club signage or verbally. The Beede Center/Town, in its sole discretion, modifies the policies and rules without notice at any time. Beede Center/Town reserves the right to refund the pro-rated cost of unused services and terminate my membership immediately for violation of any membership policy or rule. By signing below, I acknowledge and agree to all the terms on the front and back of this agreement.

### PAYMENT AGREEMENT

- After your initial recurring payment and joining fee, due at time of registration, your account below will be billed on or around the 1st of each month, regardless of start date, until you cancel in accordance with this agreement. This membership has a 12 month minimum commitment term.
- To cancel your recurring membership and stop the automatic billing, the Beede Center requires written notification delivered in person 30 days prior, a \$25.00 cancellation fee and the return of all parking passes and membership ID cards. Any membership can be canceled upon 30 days written notification.
- If you are within your 12 month minimum commitment term, and you wish to cancel early, and additional recurring payment is required.
- A service fee of \$10.00 will be applied for each month your recurring payment is returned uncollectable, including but not limited to non-sufficient funds, expired credit cards, cancelled credit cards, overdrafts and closed accounts.

### PAYMENT AUTHORIZATION

By initializing below and signing this agreement, I authorize the Beede Center/Town to charge the account listed for the purpose of making the recurring payments I owe to the Beede Center/Town on or around the first of the month regardless of start date until all my obligations are paid under this agreement or until my membership is terminated or cancelled. I understand that my obligation under this agreement includes my recurring payments, joining fee, service fee for uncollectable monthly dues, charges and any other unpaid fee or dues including past unpaid dues and fees. This authorization will remain in full force and effect during the terms of this membership agreement. I understand that I can stop any debit by notifying the Beede Center/Town by the 15th of the month prior in accordance with the cancellation policy and that the amounts debited from my account may vary each month based on unpaid past dues, fee, etc. I confirm that I am authorized under the terms of this application agreement with my financial institution to use the account designated for the purchase of goods and services from the Beede Center/Town and agree to comply with the financial institution's agreement at all times this authorization is in effect.

\_\_\_\_\_(Members Initials)

### COSIGNER AUTHORIZATION & WAIVER

In exchange for the Beede Center/Town allowing my minor child (aged 14-18) to purchase a membership, I agree to the Release of Liability and Assumption of Risk clauses in the agreement and I agree to defend and indemnify the Beede Center/Town to the fullest extent permitted by the law for any claim brought by my minor child against the Beede Center/Town. I also promise to pay any/all financial obligation that my minor child does not pay for any reason and acknowledge that the banking information above is my account and accurate.

\_\_\_\_\_(Parent/Guardian Initials)

**Member/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

### PAYMENT (CREDIT CARD REQUIRED FOR MONTHLY RECURRING MEMBERSHIP)

Card #

Exp. Date   /   V-Code    Master Card  Visa  Check

Name on card \_\_\_\_\_

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

# Membership Agreement, Terms and Conditions

## RECURRING MEMBERSHIP

The Beede Swim and Fitness Center (hereafter referred to as "Beede Center") acting through the Town of Concord (hereafter referred to as "Town") and you agree that by signing this agreement you purchase a membership and agree to all the terms in this agreement. Your membership permits you to use the Beede Center premises in accordance with the facility policies/rules/regulations as stated in the membership handbook. Memberships cannot be re-sold or transferred to another party. Beede Center can sell membership at different rates and terms other than yours. Beede Center reserves the right to change membership pricing at least yearly.

Membership is gained upon completion of this application and payment of the necessary fees. All memberships begin the day of purchase and are valid for one (1) year. Membership is automatically renewed every twelve (12) months unless a request is received to change or to cancel membership. Proof of eligibility is required to receive discounts. Membership covers use of the facility. Some programs are offered to members at a discounted rate. Additional fee are required at time of registration for classes or programs. Membership privileges apply to some classes or programs with possible discounts of up to 40% off and early registration.

## JOINING FEE

Most memberships require a non-refundable joining fee at time of purchase of new membership. If your membership has been financially inactive for a period exceeding one year, you are required to pay a joining fee again.

## UPGRADES/DOWNGRADES

You may upgrade/downgrade your membership type at any time by contacting the member services department. An administrative fee of \$25.00 will be charged for downgrades. A prorated fee may also be due at time of change.

**CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY CAUSING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON OR POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF THIS CONTRACT OR THE DATE OF YOUR RECEIPT TO THE ADDRESS SPECIFIED IN THIS CONTRACT.**

Under Massachusetts General Laws Chapter 93, Section 82, there are additional termination rights in certain specified circumstances associated with:

- 1) In the event of member's death or incapacity.
- 2) In the event member becomes significantly medically or physically disabled for a period of three (3) months as certified in writing by a licensed practicing Massachusetts Physician.
- 3) If the Beede Center facilities are not available because it permanently discontinues operation of the health club or substantially changes the operation of the health club.
- 4) If member moves his/her permanent address residence to a location more than twenty-five (25) miles from the Beede Center.

The Beede Center/Town requires 30 days written notice of intent to cancel and a \$25 cancellation fee. If membership is paid in the Recurring payment plan, and a bill is owed within the 30 days, then that payment is due in addition to the cancellation fee. Your joining fee will not be refunded. Cancellations are accepted before renewal, provided conditions under "Consumer's Right to Cancellation" have been met.

\*If other circumstances arise that prevent you from using your membership, please contact the Beede Center or Recreation Department.

## CENTER'S RIGHT TO CANCELLATION

The Beede Center/Town has the right to terminate your membership agreement when one or more of the following circumstances apply: 1) Non-payment of balance 60 days overdue. 2) Damage to Center property or facilities. 3) Violation of club privileges or policies. 4) At the discretion of the Beede Center/Town staff.

In the event the Beede Center/Town terminates your membership you will receive a pro-rated credit for the unused pre-paid portion of your membership (including unused pre-paid program fees). Credit will be applied to current or outstanding balance due.

## PAYMENT

A credit card is required for recurring payments. At time of membership purchase, members will make the first of 12 recurring payments for the membership in addition to the joining fee. Your account will be charged for a minimum of 12 months. Membership will automatically continue with rate changes, if applicable, at the recurring rate until you cancel the membership in accordance with this agreement. Your account will be changed on/about the first of each month regardless of membership start date. Membership rate changes will be reflected in your recurring payments at least once a year. A service fee of \$10.00 will be applied for each month your recurring payment is returned uncollectable, including but not limited to non-sufficient funds, expired credit cards, cancelled credit cards, overdrafts and closed accounts.

## MEDICAL CLEARANCE POLICY

In order to better serve you, any member with pre-existing or unstable medical conditions (past or present) that could hinder their participation in a swim program or the fitness center must provide the Beede Center with a Medical Clearance Request Form (see Appendix) from their physician indicating they are physically able to exercise. Any member who experiences a medical emergency at the Facility is required to submit a Medical Clearance Request Form from their physician indicating they are physically able to exercise before returning to the Beede Center.

## PERSONAL PROPERTY

Members are responsible for their own property brought to the Beede Center. Members may not hold the Town responsible for loss of, theft of, or damage to any personal property.

## HOURS OF OPERATION

Beede Center hours are established and outlined in the Member Handbook. Use of the Beede Center outside of these hours is prohibited. Further, the Beede Center/Town reserves the right to alter the hours of operation without prior notice; however, if this is necessary, the Beede Center will make every attempt to notify the membership.

## GUEST FEES

Beede Center members may bring in up to 4 guests per day, per membership at \$10.00 per guest regardless of age. The guest fee is due at time of usage. The Beede Center reserves the right to limit/prohibit guests during high usage times as set forth by Beede Management. All guests must be over 18 years old or have a waiver on file signed by parent/guardian if between the ages of 14-18. Anyone under the age of 14 must be accompanied by a parent/guardian at all times while using the Beede Center. If parent/guardian is not a member they are subject to pay the guest fee. Children under the age of 14 are prohibited to use the fitness rooms.

Member/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_