

Maley Swim School

Billing Authorization

As of 02/09/2021 11:42 PM

I agree that by signing up for swim lessons at Maley Swim School, I am responsible for providing 30 days notice for withdrawal from my child's classes and that I will be billed per my enrollment agreement until I provide that notice. I also agree that if I cancel my child's lessons before our enrollment period is complete, I will be charged one-half of the remaining balance of the contract. Two-week classes cannot be cancelled or deferred, and if I cancel my child's enrollment in a two-week class, I will not receive a refund.

I represent and warrant that if I am purchasing something or paying for a service from this facility or from other merchants through this facility that (i) any credit card or bank account draft (ACH Draft) information I supply is true and complete, (ii) charges incurred by me will be honored by my credit card company or financial institution, and (iii) I will pay the charges incurred by me at the posted prices, including any applicable taxes, fees, and penalties. I understand that a \$25 late fee may be added if my payment information is incorrect resulting in a nonpayment.

I hereby authorize (if online payment is made or autopay information is provided) this facility to charge my bank or credit card account. I understand that a 30 day written notice is required to terminate billing and **I am responsible for payment whether or not my student attends classes until I notify this facility via the withdrawal form on the Maley Swim School website to drop my student(s) from classes effective 30 days after the swim school receives notice.**

I am responsible for payment of full tuition for this 30 day period between the receiving of notice by Maley Swim School and my child's withdrawal effective date. I am also responsible for Early Termination Fees equal to one-half of the remaining balance on my contract at the withdrawal effective date. This full amount of tuition and/or Early Termination Fees owed will be due on the day I submit the cancellation form.

Should I dispute a charge through my financial institution this will constitute a breach of contract possibly resulting in, but not limited to, penalties, additional fees, collection, legal action, and/or termination of any and/or all current and future services.

I agree that if my payment method is declined for monthly lesson tuition, retail charges, late fees, and any other applicable charges as determined by Maley Swim School, my child will not be able to return to class until I pay the balance owed, the late fee, and update my payment method on file. I understand that if I cancel without notice, I will be charged until I provide notice. I agree that if I cancel a contract enrollment early, I will owe thirty days of full tuition as well as one half of the balance remaining on the contract after that thirty day period, and this full amount owed is due when I submit notice of my intention to withdraw.

I agree that I must place a credit card or a bank account on file on my Customer Portal account. I agree that I am authorizing my payment method for recurring billing. I authorize these payment methods to be billed for Maley Swim School enrollments, lessons, camps, programs, contract fees, late fees, returned check fees, overdraft fees, early termination fees, remaining contract balance amounts, and any other relevant charges.

Billing for monthly enrollments occurs on the 1st of each month via a bank draft from your bank account or a credit card payment. I agree that Maley Swim School cannot cancel/stop a bank draft once it has begun. I agree that I am entitled to no refunds for payments from my credit card or bank account for relevant charges incurred by myself and my child(ren) at Maley Swim School. I agree that I am solely responsible for bank and credit card fees and applicable interest that I may incur if my card declines or my bank account overdrafts.

Classes bill monthly. If you choose the Regular Pricing Plan, you will be committed for at least 3 months initially (early termination fee applies). After your 3 month commitment ends, you will continue month-to-month and may cancel at any time with at least 30 days notice provided via the form on the Maley Swim School website.

If you choose the Preferred Pricing Plan, you will be committed for 6 months (early termination fee applies). After your 6 month commitment ends, you may re-up at the Preferred rate for another 6 months, or you will automatically continue month-to-month at the Regular rate and may cancel at any time with at least 30 days notice provided via the form on the Maley Swim School website.

When registering, you will pay your first month's tuition and Annual Membership Fee with a credit card or Bank Account. After the first month, we will charge your credit card or Bank Account monthly for tuition on the 1st of each month.

I agree that this is a legally binding contract and that I may sign it electronically. I understand and agree that by clicking the "I Agree" button, I am accepting these policies and entering into a legally binding agreement to follow the terms included in this document.

SIGNATURE

DATE

PRINT NAME

DATE