

Maley Swim School

Terms of Enrollment & Obligations For Withdrawals

As of 02/10/2021 12:07 AM

This document constitutes a legal agreement between myself, the undersigned participant and/or legal guardian of a participant (Customer), and Linda Maley Swim School, Inc. (Maley Swim School).

I agree that by enrolling in classes at Maley Swim School, I am agreeing to a legally binding financial contract that obligates me to continue my/my child's enrollment in Maley Swim School's classes at my agreed price for an agreed period of time.

Regular Pricing Plan

I agree that if I select the "Regular Pricing Plan" for a 30 minute class enrollment, I am obligated to maintain my/my child's enrollment in Maley Swim School's classes for a period of at least 3 full months from my/my child's date of enrollment.

I agree that after the completion of the initial 3 month period, I may cancel my/my child's swim classes at any point as long as I provide at least 30 days written notice to Maley Swim School. I agree that Maley Swim School will bill me in full for the 30 day period between my/my child's cancellation notice being received and my/my child's withdrawal date from classes. I agree that my/my child's swim lessons will continue and that I will continue to be charged indefinitely until I provide at least 30 days notice of my intention to withdraw.

I agree that if I cancel my/my child's Maley Swim School lessons at any point before the completion of the initial 3 month period, I will owe Maley Swim School one-half (50%) of the remaining balance of my contract on my withdrawal date from lessons. This remaining balance is calculated at a rate of \$22.25 per remaining lesson in the contract period. This amount owed is due upon submitting a cancellation notice. I agree that I may be referred to a collections agency if I do not pay this amount. I agree that my payment method on file will be charged for this amount.

Preferred/Preferred Plus Pricing Plan

I agree that if I select the "Preferred Pricing Plan" or the "Preferred Plus Pricing Plan" for a 30-minute class enrollment, I am obligated to maintain my/my child's enrollment in Maley Swim School's classes for a period of at least 6 months (12 months for the "Preferred Plus Pricing Plan") from my/my child's date of enrollment.

I agree that after the completion of the initial 6 month period (12 month period for those who choose the "Preferred Plus Pricing Plan"), I may cancel my/my child's swim classes at any point as long as I provide at least 30 days written notice to Maley Swim School. I agree that Maley Swim School will bill me in full for the 30 day period between my/my child's cancellation notice being received and my/my child's withdrawal date from classes. I agree that my/my child's swim lessons will continue and that I will continue to be charged indefinitely until I provide at least 30 days notice of my intention to withdraw.

I agree that if I cancel my/my child's Maley Swim School lessons at any point before the completion of the initial 6 month period, I will owe Maley Swim School one-half (50%) of the remaining balance of my contract on my withdrawal date from lessons. This remaining balance is calculated at a rate of \$22.25 per remaining lesson in the contract period. This amount owed is due upon submitting a cancellation notice. I agree that I may be referred to a collections agency if I do not pay this amount. I agree that my payment method on file will be charged for this amount.

Squads Pricing Plan

I understand that if I select the "Squads" pricing plan for a 1 hour class enrollment, I am obligated to maintain my/my child's enrollment in Maley Swim School's classes for a period of at least 3 full months from my date of enrollment.

I agree that after the completion of the initial 3 month period, I may cancel my/my child's swim classes at any point as long as I provide at least 30 days written notice to Maley Swim School. I agree that Maley Swim School will bill me in full for the 30 day period between my/my child's cancellation notice being received and my/my child's withdrawal date from classes. I agree that my/my child's swim lessons will continue and that I will continue to be charged indefinitely until I provide at least 30 days notice of my intention to withdraw.

I agree that if I cancel my/my child's Maley Swim School lessons at any point before the completion of the initial 3 month period, I will owe Maley Swim School one-half (50%) of the remaining balance of my contract on my withdrawal date from lessons. This remaining balance is calculated at a rate of \$24.75 per remaining lesson in the contract period. This amount owed is due upon submitting a cancellation notice. I agree that I may be referred to a collections agency if I do not pay this amount. I agree that my payment method on file will be charged for this amount.

Adults

I understand that if I select the "Adults" pricing plan for a 45 minute class enrollment, I am obligated to maintain my/my child's enrollment in Maley Swim School's classes for a period of at least 3 full months from my date of enrollment.

I agree that after the completion of the initial 3 month period, I may cancel my/my child's swim classes at any point as long as I provide at least 30 days written notice to Maley Swim School. I agree that Maley Swim School will bill me in full for the 30 day period between my/my child's cancellation notice being received and my/my child's withdrawal date from classes. I agree that my/my child's swim lessons will continue and that I will continue to be charged indefinitely until I provide at least 30 days notice of my intention to withdraw.

I agree that if I cancel my/my child's Maley Swim School lessons at any point before the completion of the initial 3 month period, I will owe Maley Swim School one-half (50%) of the remaining balance of my contract on my withdrawal date from lessons. This remaining balance is calculated at a rate of \$29.75 per remaining lesson in the contract period. This amount owed is due upon submitting a cancellation notice. I agree that I may be referred to a collections agency if I do not pay this amount. I agree that my payment method on file will be charged for this amount.

2-Week Non Member:

I understand that if I select the "2-Week Non Member" pricing plan for a 30 minute class enrollment, I am obligated to maintain my/my child's enrollment in Maley Swim School's classes for a period of two weeks from the start date of the class (not the registration date).

I agree that Maley Swim School will bill me in full for the entire two week period at the time of registration, and I will not be entitled to any refund or deferment of this payment if I choose to cancel my/my child's enrollment or not attend class.

2-Week Member:

I understand that if I select the "2-Week Member" pricing plan for a 30 minute class enrollment, I am obligated to maintain my/my child's enrollment in Maley Swim School's classes for a period of two weeks from the start date of the class (not the registration date).

I agree that Maley Swim School will bill me in full for the entire two week period at the time of registration, and I will not be entitled to any refund or deferment of this payment if I choose to cancel my/my child's enrollment or not attend class.

Agreement Applicable To All Enrollments:

I agree to the above applicable terms and conditions about billing, payments, and obligations that I am entering into, and it is my intention to enter myself into these obligations to Maley Swim School. I am doing so freely and without second-thought. I personally guarantee the payment of all charges incurred by myself/my child at Maley Swim School per the content of this legal agreement.

I agree that Maley Swim School can end my enrollment at any time with or without notice as long as Maley Swim School issues a refund for any future class meetings that I have already paid for. I agree that if classes are cancelled for weather, holidays, government mandates, pandemics, etc., I am obligated to no refund and may receive a makeup token instead, which has no financial value, or I will receive a makeup lesson offered at a specific day or time whether or not this day/time works with my schedule.

I agree that Maley Swim School may alter my child's enrollment in a class at any time for any reason with notice provided to me. I agree that classes with only 1 or 2 children enrolled may be transferred/consolidated with other classes at the discretion of Maley Swim School and its managers. I agree that my child's class time can be moved forward or backwards by 35 minutes at the discretion of Maley Swim School with notice provided to me.

I agree that Maley Swim School may charge my bank account and/or credit card each month for monthly tuition charges and annual membership fee charges. I agree that Maley Swim School may charge my bank account and/or credit card for any incidental fees, early termination fees, balance of contract owed, etc. I agree that Maley Swim School may charge my credit card for any and all incurred charges on my account. I agree that there is a mandatory \$25 late fee if my payment method is declined. I agree that there is a \$35 returned check fee. I agree that my child will not be permitted to return to lessons until after I submit payment, including the late fee if applicable.

I agree to all terms, conditions, agreements, policies, obligations, and content included within this document. I am a legal adult, authorized to act on my or my child's behalf, and I am at least 21 years of age. I understand that this is an electronic contract and is legally enforceable and that I will agree to it by accepting the policy on the iClassPro digital system utilized by Maley Swim School. **I agree that by pressing the "I Accept" button after viewing this document, I am entering into a legally binding agreement that obligates me to provide payment to Maley Swim School for specific periods of time once I request enrollment for myself and/or my child.**

SIGNATURE DATE

PRINT NAME DATE