

12-month membership Terms and Conditions

- Everything listed in these terms and conditions applies to all parties listed on the membership
- This membership may NOT be canceled prior to expiration of the membership terms.
- This membership is a "DUES paying" membership, which commences upon signing of this agreement and continues for the duration of the terms of commitment of twelve (12) consecutive months from the start date selected upon setup.
- By agreeing to these Terms and Conditions I understand that I have or am obligated to pay an initiation fee as listed above and that under no circumstances are any portion of this amount refundable.
- If the Member fails to set up the ACH payment for the monthly fees prior to the first billing period the monthly billable rate will adjust to \$75 until; ACH payment method is set up, or the 12 month contracted term expires, whichever happens first.
- Beginning on the 1st of each month, monthly dues as listed above (plus tax) will be paid to Summit Everett by electronic funds transfer (EFT).
- Each monthly payment is made in full and is non-refundable.
- An initiation fee of \$25 is due at the time of purchase and includes one (1) digital brivo access pass for 24hr access, and one (1) Capitan physical check-in card.
- Freeze/Cancellation forms can be found through your member portal by managing your membership.

NON-PAYMENT

Failed Payments: In the event that a membership payment is declined or otherwise fails, the member will be considered in breach of this agreement. Summit Everett reserves the right to immediately suspend access to the facility until payment is resolved.

Grace Period: If payment is successfully made within five (5) days of the original billing date, the membership will remain active and no additional fees will be assessed.

Late Payments: If payment is not received within five (5) days of the billing date, a \$25 declined EFT fee will be charged to the member's account. Membership privileges will be suspended until all outstanding amounts, including the declined EFT fee, are paid in full. After five (5) days, all outstanding balances will be invoiced and must be paid within three days of invoice reception.

Delinquent Accounts: If payment remains outstanding for more than twenty (20) days from the original billing date, the account will be referred to a collections agency.

At that time, the member will be responsible for:

- The full unpaid membership dues,
- \$25 declined EFT fee
- \$50 collections fee

Ongoing Billing Obligations: Membership dues are not canceled due to non-payment or suspension. Dues will continue to accrue until the account is brought current or formally canceled in accordance with the Cancellation Policy.

Right to Terminate: Summit Everett reserves the right to terminate any membership for continued non-payment or repeated failed transactions.

CANCELLATION & REFUNDS

Member-Initiated Cancellation: Members may cancel their membership at any time through our member portal with notice at least 5 days prior to the next billing date. Membership will remain active through the paid period. No prorated refunds are provided for partial months.

Outstanding Balances: Cancellation does not relieve the member of any outstanding financial obligations. All past-due membership fees, late fees, declined EFT fees, or collections fees must be paid in full at the time of cancellation.

Refunds: Membership dues, fees, and charges are non-refundable except where required by law.

Summit Everett-Initiated Cancellation: Summit Everett reserves the right to cancel or not renew any membership for reasons including, but not limited to, repeated non-payment, violation of gym rules, or conduct deemed inappropriate. In such cases, the member remains responsible for any outstanding financial obligations on the account.

MEMBERSHIP FREEZES

- Membership freezes are \$8/month and will last up to 6 months.
- Membership freezes can only be done after 12 months of payments have been made
- At the end of the 6 month freeze term the membership will be restarted at the normal billing rate.
- Memberships must run for 2 months before they can be frozen.
- Membership freeze/cancellations must be completed at least 5 days prior to the time of billing.
- All freeze requests must be done through the member portal.

ADDITIONAL TERMS AND CONDITIONS

- Summit Everett reserves the right to increase dues at its discretion with 60 days written notice.
- 24-hour access is only granted to members over the age of 18.
- Users under 14 must be supervised by an adult at all times.

CLIMBING HAS INHERENT RISKS! by agreeing to these Terms and Conditions you accept that CLIMBING IS DANGEROUS and agree to abide by all posted rules of Summit Everett as well as its Staff.

NON-STAFFED HOURS PROHIBITED ACTIVITIES

The following activities are prohibited in Summit Everett during non-staffed hours. This is a non-exhaustive list:

* Providing facility access to unauthorized users, including but not limited to:

- Members under the age of 18
- Members whose credentials have been revoked
- Day pass or punch pass holders
- non-members

* Manipulating any equipment in the facility that is not intended for public use, including but not limited to:

- Door locks
- Merchandise
- Front desk equipment
- Climbing maintenance equipment
- Mechanical equipment such as lights or heating/cooling systems

* Using emergency exits for egress during a non-emergency situation

* Engaging in inappropriate or harassing behavior toward other customers

Penalties: If a member violates any of the above policies, the following penalties apply:*

1st offense: \$500 fine applied to the account on file

2nd offense: Lifetime ban from Summit Everett locations

*Management reserves the right to determine the severity of violations and appropriate penalties based on circumstances.

