

**University of Michigan-Flint**  
**Department of Recreational Services**  
**Recreation Center Membership Service Agreement**

The University of Michigan-Flint Department of Recreational Services (Recreation Center) will provide a non-transferable membership ("Service or Service Fees") to you ("Customer") on the terms and conditions set forth below. By using the Service you agree to be bound by the terms and conditions of this Agreement.

**1. PROVISIONS OF SERVICE**

- a. **Drop-In Use.** Customer may use the areas within the Recreation Center building during scheduled hours.
- b. **Towel Service.** One towel per Customer per visit is provided upon check-in. Customers may purchase privileges to check out more than one towel per visit at a nominal fee.
- c. **Locker Service.** Lockers are available at no charge for daily use. Customers must secure their belongings at all times. The Recreation Center is not responsible for items lost or stolen from unlocked lockers. Belongings may not be stored overnight in the day-use lockers. Rental lockers are available for Customers who desire more permanent residence for a nominal fee.
- d. **Equipment, Towel and Key Checkout.** Equipment, towels and pool locker room keys that are not returned by the Customer are the responsibility of the Customer. A nightly report of unreturned items will be posted to the Customer's account and membership will be suspended until the items are returned or payment is received for them. Refunds will not be made for Service lost due to unreturned equipment, towels or pool locker room keys.
- e. **Unavailability.** Hours of operation and availability may change for any reason, announced or not, including but not limited to maintenance, damage, rental, severe weather or renovation. Fees will not be refunded for unavailability of the Service.

**2. ADHERENCE TO POLICIES AND PROCEDURES**

Customer agrees to adhere to Recreation Center policies and procedures. These policies and procedures are available upon request at the Recreation Center Business Office, from the Recreation Center website ([www.FlintRec.com](http://www.FlintRec.com)) and in the literature rack located near the Recreation Center entrance.

**3. PRIVACY STATEMENT**

The Recreation Center collects and retains personal information in order to conduct business with its Customers. The Recreation Center treats that personal information with the highest respect for privacy and confidentiality. The Recreation Center will willingly and knowingly disclose personal information to third parties only to conduct business between the Recreation Center and Customer, or when required to do so by law.

**4. CHANGES IN STATUS**

- a. **Change in Affiliation.** Should Customer encounter a change that places Customer in a different affiliation group (e.g. Student Family, Faculty/Staff, Alumni, Business Group, Senior Citizen, etc.) according to the policies and procedures of the Recreation Center, Customer will notify the Recreation Center of such change. Should the Recreation Center discover such change, it will adjust its records to reflect the change in status. If a change in fee for the Service is required due to the Customer's new affiliation group, subsequent payments will be adjusted to reflect the new fee. Any past-due fees will become due immediately upon Customer's receipt of notification of change.
- b. **Change in Personal Information.** Customer should inform the Recreation Center of any changes in name, mailing address, e-mail address, or other personal information requested by the Recreation Center.

**5. PAYMENT TERMS**

- a. **Agreement to Pay.** Customer agrees to pay all applicable charges and fees for Service set by the Recreation Center and its governing authorities.
- b. **Payment Methods.** Customer may pay the Recreation Center for the Service in one of the following methods:
  - i. **IN FULL** for the specified period with a credit card (MasterCard, VISA, Diners Club, Discover, or American Express), cash, money order, or personal check.
  - ii. **PERPETUAL – Payroll Deduction. Available only to University of Michigan faculty and staff.** Customer may authorize the Recreation Center to deduct Service Fees once per month from the Customer's paycheck issued by the University of Michigan, provided Customer's appointment with the University of Michigan is at least half-time (benefits-eligible or current LEO member).
  - iii. **PERPETUAL – Credit Card.** Customer may authorize the Recreation Center to charge Service Fees once per month, on or around the 25<sup>th</sup> day of the month to a credit card account provided by the Customer. Credit card must be a MasterCard, VISA, Diners Club, Discover or American Express.

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- iv. **PERPETUAL – Electronic Funds Transfer.** Customer may authorize the Recreation Center to charge Service Fees once per month on or around the 25<sup>th</sup> day of the month to a designated checking or savings account.
- c. **Changes to Payment Method.** Customer may change the payment method for the Service by providing a written request to the Recreation Center which includes all appropriate information to process the change (e.g. new credit card number and expiration date). For simplicity, Customer may obtain a Change of Payment form from the Recreation Center. Any such changes that are received fewer than twenty (20) days before the next scheduled payment may not be reflected in the next payment.
- d. **Late Payments; Returned Payments; Failure to Pay.**
  - i. **Suspension of Service.** The Service will be suspended immediately if any payment is rejected by the issuing authority, and will remain suspended until unresolved payment, including service fees, is paid.
  - ii. **Penalty.** Should a payment not be resolved within thirty (30) days of rejection, a \$25 penalty will be imposed and must be paid in addition to any unresolved payments before the Service will continue.
- e. **Right to Invoice.** At any time, Customer may request an invoice detailing any future payment obligations. Such an invoice will be delivered to Customer on-site, by fax or via first-class mail, whichever is requested by Customer.

**6. TERMINATION**

This Agreement and the Service provided hereunder may be terminated;

- a. **By the Recreation Center:**
  - i. At any time without prior notice if Customer fails to comply in full with any term of this Agreement; OR
  - ii. For any reason upon thirty (30) days' notice to Customer. Refund for membership, if any, shall be issued according to a refund schedule, available at the Recreation Center business office.
- b. **By Customer:**
  - i. **If membership has been paid in full (non-perpetual service):** for any reason upon thirty (30) days' written notice to the Recreation Center. Refund for membership, if any, shall be calculated using the month-to-month rate from date of payment to date of cancellation.
  - ii. **If membership is perpetual:** For any reason upon thirty (30) days' written notice to the Recreation Center. A \$50 penalty will be assessed to reinstate any type of membership, if Customer has held and paid for the Service for less than twelve (12) months. Customer may purchase membership by another method after paying any penalty fees in full. If Customer has held and paid for the Service for at least twelve (12) months, no penalty shall be assessed.

I have reviewed termination policies Section 6 a & b.

\_\_\_\_\_  
Customer Date & Initial

**7. CHANGES IN AGREEMENT**

This Agreement, including the fees assessed for the Service, may be amended at any time by the Recreation Center. The Recreation Center will notify the Customer of any amendment by written communication delivered to Customer's address on file with the Recreation Center. Said notice will be sent at least sixty (60) days prior to the effective date of the amendment. The Recreation Center is not responsible for lost or misdirected mail, and failure of Customer to receive such written notification shall not constitute a breach of this Agreement.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Name Printed

\_\_\_\_\_  
Recreation Center Staff Signature/Date

\_\_\_\_\_  
Other Members Covered by This Agreement