



Hitting Club Student Contract

Please Print

Name of Client (Last) (First) (M)			Birthdate (d/m/y)	
Address			Driver's License	
City		Postal Code		
Phone #		Business #		
Emergency Contact	Phone #	Address		Relation
Emergency Contact	Phone #	Address		Relation
Physician	Phone #	List any medical/health problems		

Co-Signer if under the age of consent - Relation to Client

Name of Client (Last) (First) (M)			Birth date (d/m/y)	
Address			Driver's License	
City		Postal Code		
Phone #		Business #		

Cosigner agrees to pay the dues or other payments required to pay under this agreement.

The person whose name appears above applies for a **3 or 6 month Hitting Club** membership at the Milford Sports Center with Chris Colabello (and/or staff) on terms set out in this contract agreement.

This document is an application for Milford Sports Center related training services and will form an agreement between the Client and Milford Sports Center. I, Cheryl Shea, Manager, will make no representation or warranties, written or oral, expressed or implied, other than those in this agreement.

Number of months = ____
 Cost per month = ____
 Total cost = _____

Upon default in any of the below payments, Milford Sports Center may at its option and upon ten days' written notice to the CLIENT declare the whole or any part of the balance less any unearned credit charges to be immediately due and payable. The Client agrees to pay interest on all overdue amounts under this agreement at a rate of 2% per month (24 % per year), calculated and compounded monthly in arrears from the date that the amount is due, and service charges of \$25.00 on each cheque or other payments which is not honored or made by the Client's bank and savings institution. Administration fees are non-refundable.

Promise to Pay

The Client hereby promises to pay Milford Sports Center a monthly membership fee in the amount of \$_____ per month hereinafter referred to as "Membership", and said Membership are to be paid the first day of each month, commencing _____. The Client may prepay 6 months Membership and over with a additional 10% discount being offered. Valid only for 6 month memberships

I, Cheryl Shea, Manager, may cancel the Client's right for Milford Sports Center related training if the Client fails to pay his/her Membership within 15 days from the date they are payable. However, the Client agrees to pay a minimum of _____months of guaranteed Membership and no portion of this is canceled or refundable. I, Cheryl Shea, Manger, with my discretion, may re-admit the defaulting client for my Milford Sports Center related baseball training services.

In certain circumstances (at the sole discretion of The Milford Sports Center) the client is not able to commit to the full agreement; the member is responsible for all training sessions to be paid up to date. Under this circumstance, a partial month will be counted as a full month.

Assignment

The Client acknowledges and agrees that this Agreement and Promise to Pay may be assigned by Cheryl Shea, Manger, MSC at its sole option to a third party, provided that the Client shall receive notice in writing of any such assignment. The Client acknowledges receipt of a copy of the agreement, acknowledges having read and understood its terms and agrees to be bound by its terms contained in this document.

Monthly Hitting Club Membership Payment Options:

- Choose to have the price of your monthly membership withdrawn directly from your bank account each month with an electronic fund transfer (EFT), or a monthly charge to your credit card on file. Milford Sports Center will notify you 3 days before the funds will be deducted from your account.

Prepaid Hitting Club Membership

- You can choose to pay your full membership up front a 10% additional discount will apply if you sign up for the 6 month program.
- You can choose to write and postdate 6 checks which will be deposited on the first of every month. Milford Sports Center will send out a reminder that the check will be deposited on the firs of every month. There will be a \$25 charge for returned checks.

Notice of Rights

This is a contract to which the Consumer Protection Act of Massachusetts applies.

Milford Sports Center Hitting Club Membership confirmation;

Mr.,Mrs.,or Ms. (print)_____

Signed _____

Cosigner (if necessary) _____

Witnessed by _____

Date of Acceptance _____

Please Read Carefully

1) Health Information

The Client represents that she/he is not aware of any existing mental or physical condition which might reasonably be expected to put him/her at any risk in using the facility than that of a healthy woman/man of his/her age.

2) Default

Cheryl Shea, Manager has the right to revoke the Client's training contract in writing to the client if;

- a) any information given by the member on the previous pages is false at its time given;
- b) the client breaches any of the rules of this agreement or the rules of the facility;
- c) the client makes an assignment in favor of creditors or is declared or is bankrupt, or
- d) the client fails to make any payment under the agreement within 15 days of the time it becomes due.

3) Refunds, Transfers, and Cancellation by Client

This agreement is non-refundable and non-transferable by the Client and may not be cancelled by the Client.

- b) limited by circumstances provided in the Consumers Protection Act of Massachusetts P such as relocation, death and permanent disability, injury with a doctors note

4) Compliance with Rules and Regulations

The Client agrees to comply with the rules and regulations posted by the Milford Sports Center, relating to the use of the facility; including safety, acceptable clothing and footwear, hygiene and conduct.

5) Duty of Care

The Client agrees to exercise ordinary care while using the facilities for the protection of the Client and others.

6) Lost or Stolen Property

Milford Sports Center is not liable for any stolen or lost property of the Client or guest.

7) Time

Training sessions are regularly held please see schedule. The Client will understand postponement in the event of absence of instructor, which may be due to illness, injury or being out of town. It is the responsibility of the clients to call if he/or she cannot make scheduled session.

