



MEMBERSHIP AGREEMENT AND POLICIES **red apple membership**

Membership and Payment

The annual red apple membership fee is \$850 per family and entitles members (“Member”, “Members”) and their children to use the facilities consistent with its policies and procedures, for the one year term of the membership. This fee also includes entry for authorized caregivers whose names and addresses are provided by the Members and who expressly agree to abide by our policies and procedures. *apple seeds* requires the names of each caregiver the family authorizes and they will be given a membership card. Authorized caregivers must be eighteen years of age. Membership is non-proprietary and does not entitle the Member to vote or take part in the management or business affairs of *apple seeds*.

We encourage membership and full enjoyment of our facilities by all people – we will not discriminate in the granting or revocation of membership on the basis of race, creed, color, religion, sex, sexual orientation, disability, or national origin.

The Membership fee will include only the following (subject to actual opening of the respective facilities and continued operation):

- Unlimited access to primary indoor playground with variable access to “sports playground area” dependent on other *apple seeds* events (birthday parties, specific classes, etc).
- 10% discount on classes
- 10% discount at café, boutique, hair salon and all other *apple seeds* events
- Priority advance registration for classes
 - At least one-third (1/3) of all class spots will be reserved for *apple seeds* Members until thirty (30) days before the first class.
- Unlimited complimentary guest passes for first-time *apple seeds* visitors as long as accompanied by the Member.

Memberships will begin on date of purchase and continue for a period of one (1) year. Fees are payable either in full at the time of registration or on a monthly billing cycle (additional processing fee applies to monthly billing option). Acceptable forms of payment include cash or personal checks (when paying in person), and Visa, MasterCard, or American Express. All checks should be made payable to Apple Seeds LLC.

During periods of construction, repair efforts, maintenance and special events, *apple seeds* reserves the right to close, limit or restrict the use of its facilities in whole or part in its sole discretion.

Monthly Billing

As a member you agree to pay monthly Membership fees in advance. The monthly fee is \$75 inclusive of monthly processing fees. Monthly drafts occur on the 1st of each month, effective the second full month of membership. Upon joining *apple seeds*, the initial charge is the prorated portion of the current month in addition to the full monthly charge for the corresponding month (\$75).

If the credit card that is kept on file at *apple seeds* is lost, stolen, or has been changed, please notify *apple seeds* immediately. If proper notification does not occur, all communications will be presumed to have been received by the Member five (5) days after mailing. The Member will automatically be charged \$15.00 for any declined credit card charge. If the Member fails to pay when due any amount owed to *apple seeds*, said Member shall pay to *apple seeds* interest on such amount at the rate of 18% per annum, or the highest possible rate of interest legally permitted. *apple seeds* may impose these fees at any time. The Member agrees to pay all court costs, reasonable collection agency and reasonable attorneys' fees, if necessary, to obtain payment on the amount owed. Any unpaid balance past thirty (30) days may result in automatic suspension of facility privileges. The Member is obligated to pay any termination, reasonable collection and/or reasonable legal costs incurred by *apple seeds* for collection. *apple seeds* reserves the right to charge balances and overdue balances to their current account under the Electronic Funds Transfer Authorization.

All memberships at *apple seeds* have a minimum obligation of twelve (12) months from the date of sign-up. After this time monthly memberships may be terminated with 30 days written notice by certified or registered mail to *apple seeds*, or in person with a manager. All monthly memberships automatically renew on a month to month basis after the initial 12 month commitment. The monthly dues will be continued each year at the monthly rate in effect on the Member's anniversary date. Monthly memberships cancelled during the initial 12 month commitment will be subject to \$150 cancellation fee.

Refunds

Membership fees may not be refunded under any circumstances. The Member shall not be relieved of his / her obligations to make payments agreed to, and no deduction from any payments shall be made because of the Member's failure to use *apple seeds'* facilities. (Member dues are for the period of time and are no way related to actual usage of the facility). Notwithstanding the foregoing, in the event of closure of the entire facility for any reason including without limitation construction, repair or maintenance for a period exceeding one (1) month, pro rated credit will be given such that the membership will be extended for the period of closure. Member expressly waives any other remedy.

Medical and Contact Information

It is the sole responsibility of the Member to ensure that *apple seeds* has correct and current contact information for purposes of billing, medical emergencies, or non-medical emergency contacts for any other special reason. The Member shall promptly notify *apple seeds* if there has been any change in mailing address, telephone number, email address, billing information, medical information, authorized caregivers, and emergency contact information. All Members are required to complete the membership application, and include all such relevant medical and contact information.

Revocation of Membership

Failure to observe the policies and procedures of *apple seeds* may, in *apple seeds*' sole discretion, result in termination of membership without refund. *apple seeds* also reserves the right to revoke a membership, or an extension of membership, at any time for any reason allowable under the law (this includes "Charter" Members). In the event of a revocation for reasons other than failure to observe policies and procedures of *apple seeds*, such a membership revocation will include a prorated refund of the membership fee for the days remaining in the annual membership.

Policies and Procedures (subject to change at any time without prior notice)

- Please do not bring children to *apple seeds* when they are ill or have a medical condition that is communicable. We reserve the right to restrict admission and/or send a child home, when, in our opinion that child is ill or risks the health or well-being of other children.
- The Member assumes full responsibility for the conduct of himself/herself, the Member's children and the authorized caregiver. The Member agrees that he/she or their authorized caregiver shall remain on the premises and within arm's-reach of each child at all times that their children are present. In addition, all parents and caregivers are responsible for their child's supervision and safety while in the indoor playground areas.
- All Members, their children, and their caretakers shall conduct themselves in ways that do not threaten the health, well-being, and full enjoyment of membership benefits to other Members, their children and caretakers.
- *apple seeds* reserves the right to limit the number of children/caregivers that are in any enclosed area, including the indoor playground, at any one time. *apple seeds* will make reasonable effort to monitor the number of children/caregivers in such enclosed areas, including the indoor playground. Members acknowledge that such effort is made in order to provide as safe and fun an environment with limited inconvenience as possible.
- Members are prohibited from bringing any food, drink or gum into the indoor playground, sports playground area, any and all classrooms, and library. With the exception of birthday parties and cooking classes, only beverages will be permitted beyond reception and in specified areas excluding those previously mentioned.
- Shoes of any kind are prohibited in any classrooms or the indoor playground/sports playground area. We request that all Members wear socks to the facility. Cubbies will be provided for shoes.

- Strollers are not permitted beyond reception and a designated stroller area will be provided for Members' convenience.
- *apple seeds* is not responsible for any personal belongings.
- *apple seeds* is food allergy aware and is making every effort to provide a safe environment for our Members. ANY FOODS CONTAINING NUTS OR NUT INGREDIENTS ARE STRICTLY PROHIBITED. We request that you do not bring nuts or foods containing nuts onto the premises.
Foods made in plants that process with nuts, nut ingredients, oils or other derivatives of nuts may be found in food sold at the café, in recipes used in cooking class, or in foods offered during *apple seeds* birthday parties. We ask you to please be extra aware of these circumstances.

Assumption of Risk, Release, Waiver and Indemnification

The Member hereby acknowledges, agrees, and accepts the risk of injury and illness inherent in any physical activity and/or program, including particularly, the programs offered by *apple seeds*. Such risks may include but are not limited to falling, bumping, risks from abrasions, scrapes, cuts, burns, broken, sprained or bruised limbs, as well as risks from the actions or omissions of others.

As such, the Member hereby releases and discharges *apple seeds*, its owners, affiliates, agents, employees, successors and assigns, from any and all injuries, illnesses, medical conditions, damages, claims, liabilities, expenses or judgments, including attorneys' fees and court costs resulting from the Member's, Member's child's, or caregiver's participation in a program or presence on *apple seeds*' premises, except as such may arise out of *apple seeds*' gross negligence.

Furthermore, the Member shall indemnify and hold harmless *apple seeds*, its owners, affiliates, agents, employees, successors and assigns, against any and all injuries, illnesses, medical conditions, damages, claims, liabilities, expenses or judgments, including attorneys' fees and court costs resulting from any negligent, grossly negligent or deliberate act or omission of the Member, Member's child, or caregiver. Member shall also indemnify and hold harmless *apple seeds*, its owners, affiliates, agents, employees, successors and assigns, against any and all injuries, illnesses, medical conditions, damages, claims, liabilities, expenses or judgments, including attorneys' fees and court costs, resulting from any act or omission of other Members, Member's children, or caregivers, causing injury to the Member's, Member's children's, or caregiver's person or property. Such indemnity shall not include liability for the negligent acts or omissions of *apple seeds*, its agents or employees.

Member expressly agrees that *apple seeds* may use photos taken of Member, Member's children, and caregivers for archival and publicity purposes.

Holidays

apple seeds will be closed on the following days:

- New Year's Day
- 1st and 2nd day of Passover (early closure)
- Good Friday
- Easter
- Memorial Day Weekend
- Independence Day Weekend
- Labor Day
- 1st day of Rosh Hashanah
- Yom Kippur
- Thanksgiving and Friday through Sunday afterwards
- Christmas Eve
- Christmas Day
- December 26th
- Special events/fundraisers TBD

Operating Hours

- Monday thru Friday 9 am to 6 pm
- Saturday 10 am to 4 pm
- Sunday 10 am to 4 pm

By registering for Membership at *apple seeds*, I acknowledge that I have carefully read this agreement and understand all of its terms, policies and procedures, releases, waivers and indemnification of the facility.

MEMBER NAME _____

MEMBER SIGNATURE _____ DATE _____

MEMBERSHIP NO. _____