

**COMMUNITY CENTER at STUYVESANT HIGH SCHOOL
- MEMBERSHIP & DAY PASS AGREEMENT -**

AGREEMENT, made (**TODAY'S DATE**)_____ by and between the Community Center at Stuyvesant High School ("CCSHS"), managed by Battery Park City Parks Conservancy (referred to jointly in this contract as "Seller" or "CCSHS/BPCPC") with offices at 75 Battery Place, New York, New York 10280 and (**NAME**)_____ residing at (**ADDRESS**)_____ (referred to in this Contract as either "Member", "You", "Consumer", or "Buyer").

- 1. PURCHASE OF MEMBERSHIP OR DAY PASS:** CCSHS/BPCPC agrees to sell and Member agrees to purchase on the terms and conditions set forth in this Contract, a membership ("Membership") in the Community Center at Stuyvesant High School, for the use or participation of the following facilities (or programs) (**MEMBERSHIP TYPE**)_____, in accordance with the schedule published from time to time by CCSHS/BPCPC (the "Schedule").
- 2. MEMBERSHIP:** The Member or Day Pass Holder shall be the sole owner of the Membership or Day Pass. The Membership or Day Pass is not transferable. The Membership shall entitle the Member to the use of the facilities as defined by type of membership.
- 3. THE TERM:** The term of the Membership (the "Term") shall be for a period of twelve (12) consecutive months commencing on _____ (the "Effective Date") and terminating on _____ except as otherwise set forth in this Contract. A "Membership year" shall commence on the Effective Date of the Contract and shall terminate the day before the anniversary of the Effective Date in the subsequent year.
- 4. PAYMENT:** In payment for the Membership, the Member shall pay CCSHS/BPCPC (payable to: Battery Park City Community Center) the "Cash Sale Price" in the amount of \$ _____ consisting of a membership fee (the "Membership Fee") for the term of the Membership.
- 5A. CONSUMER'S RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THE DATE OF THIS CONTRACT.** Notice of cancellation shall be in writing subscribed by the Member and mailed by registered or certified United States mail to the Seller. Such notice shall be accompanied by the Contract forms, membership cards and any other documents or evidence of Membership previously delivered to the Buyer. All money paid pursuant to this Contract shall be refunded within fifteen (15) business days of receipt of such notice of cancellation.
- 5B. ADDITIONAL RIGHT TO CANCELLATION: You may also cancel this Contract for any of the following reasons:**
 - (i) If upon a doctor's order, you cannot physically receive the services because of a significant physical disability for a period in excess of six (6) months;
 - (ii) If you move your residence more than twenty-five (25) miles from the CCSHS;
 - (iii) If you die your estate shall be relieved of any further obligation for payment under the contract not then due and owing; and
 - (iv) If the services cease to be offered as stated in the contract.

All money paid pursuant to this Contract if canceled for the reason contained in this subdivision shall be refunded to Members within fifteen (15) days of Seller's receipt of such notice of cancellation; provided however that Seller shall retain \$20.00 of the Membership Fee to cover administrative expenses (the "Administrative Fee") and may (i) require reasonable evidence for cancellation pursuant to the above reasons; (ii) retain the expenses incurred and the portion of the total price representing the services used or completed; (iii) may demand the reasonable cost of goods and services which the Buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the Seller demand more than the full contract price from the Buyer. If Member cancels this Contract pursuant to this paragraph 5B(i) (doctor's order) or this Paragraph(ii) (change of residence), Member will provide CCSHS/BPCPC with written substantiation of such grounds for cancellation on forms to be supplied by CCSHS/BPCPC.
- 5C. MEMBER'S FURTHER RIGHT TO CANCEL:** After three (3) days, Members may still cancel this Contract, but in that event if cancellation does not occur for any of the reasons stated in paragraph 5A or 5B, CCSHS/BPCPC may retain the Administrative Fee portion of the Membership Fee paid for the services covered by this Contract plus a pro rata portion of the Membership Fee. The pro rata portion is to be computed on the basis of the time elapsed between the commencement date of this Contract and the cancellation date. It is hereby specifically and expressly understood by Member that the \$20.00 Administrative Fee is non-refundable after three (3) days from the date of the execution of this Contract. In the event that cancellation occurs under paragraphs 5A and 5B, CCSHS/BPCPC may retain the amounts stated in such paragraphs.
- 5D. CCSHS/BPCPC's RIGHT TO REVOKE MEMBERSHIP OR DAY PASS:** Member has been informed and understands that CCSHS/BPCPC may revoke the Membership in the event of Member's (i) substantial breach of any of the provisions of this Contract or of CCSHS/BPCPC's policies and procedures; or (ii) generally undesirable behavior, which shall be determined by CCSHS/BPCPC in its sole discretion.
- 6. POLICIES AND PROCEDURES:** This Contract is subject to the policies and procedures established by CCSHS/BPCPC, the New York City Department of Education, and Stuyvesant High School, including those delivered to you with this Contract, receipt of which you hereby acknowledge. The Member or Day Pass Holder understands that CCSHS/BPCPC reserves the right to make reasonable policies and procedures for the operation of the facility and that policies and procedures may be changed or amended by CCSHS/BPCPC in its sole discretion from time to time without notice. Member or Day Pass Holder agrees to abide by all policies and procedures promulgated by CCSHS/BPCPC. Member or Day Pass Holder acknowledges that CCSHS/BPCPC staff is authorized to inform, educate and enforce the policies and procedures of the facility.
- 7. MEDICAL DISCLAIMER:** MEMBER OR DAY PASS HOLDER REPRESENTS THAT MEMBER IS IN GOOD HEALTH AND THAT MEMBER HAS NO HEALTH CONDITION, ILLNESS OR COMMUNICABLE DISEASE THAT MAY MAKE MEMBER'S USE OF FACILITIES INJURIOUS TO MEMBER OR OTHER USERS OF CCSHS/BPCPC. IF MEMBER SHOULD DEVELOP ANY SUCH CONDITION, ILLNESS OR DISEASE DURING THE TERM, MEMBER

PROMISES TO DISCONTINUE HIS OR HER MEMBERSHIP UNTIL MEMBER HAS RECEIVED AN APPROPRIATE MEDICAL RELEASE FROM MEMBER'S DOCTOR AUTHORIZING MEMBER TO CONTINUE USING THE FACILITIES. MEMBER FURTHER PROMISES TO HOLD CCSHS/BPCPC, THE NEW YORK CITY DEPARTMENT OF EDUCATION, STUYVESANT HIGH SCHOOL AND BATTERY PARK CITY AUTHORITY HARMLESS FROM ALL LIABILITY OR DAMAGES WHICH MAY INCUR IF MEMBER OR ANY THIRD PARTY SHOULD SUSTAIN INJURY OR DAMAGE WHILE USING THE FACILITIES, WHICH IS CAUSED IN ANY WAY BY MEMBER'S CONDITION, ILLNESS OR DISEASE.

MEMBER HAS CONSULTED WITH MEMBER'S PHYSICIAN AND HAS RECEIVED APPROVAL FOR MEMBER'S INTENDED USE OF CCSHS/BPCPC'S FACILITIES AND EQUIPMENT.

8. **NO CLAIMS BY CCSHS/BPCPC AS TO MEDICAL RESULTS TO MEMBER:** Member understands that CCSHS/BPCPC has made no claims as to medical results which Member might obtain through the use of the facility and that CCSHS/BPCPC has not and will not suggest any medical treatment(s) to Member. Member represents to CCSHS/BPCPC that Member does not have any medical or physical condition which would prevent or preclude Member from utilizing all or any of CCSHS/BPCPC's facilities and that Member has not been instructed by any physician not to use any of CCSHS/BPCPC's facilities. PLEASE TAKE NOTICE THAT IF MEMBER HAS ANY CHRONIC PHYSICAL DISABILITY OR MEDICAL CONDITION MEMBER MAY BE AT GREAT RISK IN USING THE CENTER'S FACILITIES.

9. **MEMBER'S OR DAY PASS HOLDER'S ASSUMPTION OF RISK:** Member is aware that the use of the facilities involves certain risks of injury and Member expressly assumes the risk and responsibility for any and all accidents or injuries of any kind which Member may sustain by reason of Member's physical exercise and use of the facilities. Member hereby releases, discharges and absolves CCSHS/BPCPC, the New York City Department of Education, Stuyvesant High School and Battery Park City Authority, its directors, members, agents, officers and employees, from any and all liability, loss, costs or expenses (including attorneys fees and disbursements) incurred by Member as a result of any accident and/or injury except to the extent an accident or injury is caused by or results from the negligence or willful misconduct of CCSHS/BPCPC, the New York City Department of Education, Stuyvesant High School, and Battery Park City Authority, its directors, members, agents, officers or employees.

10. **INABILITY OF CCSHS/BPCPC TO PERFORM:** So long as CCSHS/BPCPC maintains a facility in operation in Manhattan, the closing of CCSHS/BPCPC or the malfunctioning of any equipment and/or facilities at CCSHS/BPCPC shall not be a reason by which Member can cancel his or her membership. If for any reason the opening of CCSHS/BPCPC should be delayed or abandoned, the total liability of CCSHS/BPCPC shall not be greater than the Cash Sale Price paid by Member.

11. **MISCELLANEOUS PROVISIONS:** This Contract is governed by and shall be construed by the laws of the State of New York applicable to agreements to be wholly performed in New York without regard to principles of choice of law. A waiver by either CCSHS/BPCPC or Member of any term or condition of this Contract in a particular instance shall not be considered a waiver of such term of condition for the future. Member understands that this Contract represents the entire agreement between Member and CCSHS/BPCPC; that this Contract may not be changed, amended or any provision waived, except by a written document signed by Member and CCSHS/BPCPC and that CCSHS/BPCPC has made no representations to Member other than those expressly contained in this Contact.

AGREED TO: _____ DATE: _____

(Signature)

AGREED TO: _____ DATE: _____

(Signature)

AGREED TO: _____ DATE: _____

(Signature)

FIRST NAME:	LAST NAME:
ADDRESS:	CITY, STATE, ZIP:
APT #:	
PRIMARY PHONE:	SECONDARY PHONE:
FAX NUMBER:	MAIL PREFERENCE: POSTAL EMAIL
BIRTHDATE:	EMAIL ADDRESS:
	GENDER: MALE FEMALE
IN CASE OF AN EMERGENCY PLEASE NOTIFY:	
NAME: _____	PHONE: _____
PARENT (YOUTH MEMBERSHIP ONLY) : _____	PHONE: _____

GRAY SECTIONS BY STAFF:

Membership Fees

TYPE OF MEMBERSHIP / CLASS:	\$ _____
Additional Family Members:	
Name: _____ Birthdate: _____ Gender: _____ Membership: _____	\$ _____
Name: _____ Birthdate: _____ Gender: _____ Membership: _____	\$ _____
Name: _____ Birthdate: _____ Gender: _____ Membership: _____	\$ _____
Name: _____ Birthdate: _____ Gender: _____ Membership: _____	\$ _____
TOTAL MEMBERSHIP FEES:	\$ _____
PAYMENT METHOD:	DATE:
<ul style="list-style-type: none"> • Visa/MC is not accepted for mail-in applications. • Please make checks payable to: BPCPC 	RECEIPT #
<i>Additional Payment Info (check number/credit card type/proof of identity):</i>	
START DATE – EXPIRATION:	ENTERED INTO DATABASE BY:
	Circle One:

