

CHAPMAN HEALTH & ACTIVITY PROGRAM (CHAP)

City of Chapman
PO Box 321, 402 N. Marshall
Chapman, Kansas 67431

MEMBERSHIP AGREEMENT

Date: ___/___/___

Member ID: _____

Last Name		First Name		Middle Initial	Driver's License #
Present Address Street/PO Box ()		City ()	State	Zip ()	Birthdate: Month/Day/Year
Home Phone		Work Phone		Cell Phone	
Email			In Case of Emergency Call (Name)		Emergency Phone
Employer		Occupation			Account #

----- FAMILY MEMBERS WITH ACCESS TO CITY SWIMMING, RECREATION, FITNESS & GOLF -----
(children up to and including age 21 and live in the house to be included on membership)

Spouse(must be married or recognized by Kansas law)	Child/Dependent	Age	Child/Dependent	Age	Child/Dependent	Age
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TYPES OF MEMBERSHIP:

Resident within City Membership Only

- Annual payment of \$180
- Monthly \$15

Outside the City of Chapman Membership

- Annual payment of \$300
- Monthly \$25

Your Membership Begins ___/___/___	
Your fee will be added to your monthly utility bill	
Set up fee(\$2 per card) \$	_____
Monthly Dues	\$ _____
Annual Dues	\$ _____
(Prorated if joining in the middle of fiscal year)	
Membership card	\$ _____

I agree to abide by the following:

I agree to abide by all rules, regulations and bylaws of the City as outlines in Addendum A and B of this Membership Contract. I understand and agree that this membership will begin on the date that this Contract is signed and will run continuously until **MARCH**. I understand that this membership will automatically renew on **APRIL 1**. And for all subsequent years. I also understand that the City reserves the right to increase the fees and dues for subsequent membership terms by notifying me in writing at my last known address.

It is my complete understanding that if I wish to terminate my membership, **I must give the City written notice by MARCH 1st of the year I wish to terminate**. Early termination will only be accepted in the event of a member who passes away or a member who has accepted a military assignment out of the area for more than 30 days (military papers must be presented with membership termination). If a member moves or is transferred (in or out of state), is involved in a divorce, becomes unable to use the facilities, etc. they are liable for dues through the remainder of the fiscal year. **MARCH 31st**

I have read and understand the terms of this Membership Agreement as outlined in the Membership Contract Information (Addendum A) and the General Membership Information and Procedures Document (Addendum B) that is on the reverse side of this document.

I hereby agree to participate and/or engage in the use of the golf course, swimming pool and/or fitness and programs offered by the City upon the understanding and agreement that:

- Acknowledging the desirability of a physical examination before participation, I represent to the City that I am physically capable of participation in the program of my choice without injury. I warrant and represent to you that I have no disability, impairment or ailment preventing me from engaging or participating in activity that will be detrimental or injurious to my health, safety, or physical condition if I do so engage or participate.
- I am aware of the risks of illness or injury inherent in any golf, exercise or swimming program. These injury risks include, but are not limited to: being hit by golf balls, golf clubs, golf carts, or lightning; stepping or tripping in holes or other natural indentations in the ground; injury from insects, animals, birds or snakes; drowning; infections from water in the pool; pulled muscles or other sprains and strains. I am participating in the City programs upon the express understanding that I hereby indemnify, waive and release the City, its employees and volunteers from any and all claims, costs, liabilities, expenses or judgments, including attorney's fees and court costs (hereafter referred to as the "Claims") arising out of my participation in the program(s) or any illness or injury resulting there from, and hereby agree to indemnify and hold harmless the City from and against any and all such Claims.
- I assume full responsibility for myself and anyone who becomes a member under this contract, including any children/dependents of mine, or any of my guests, and shall indemnify City and employees against any and all liability incurred by then toward such. I understand and agree that any person who is a party to my Membership Contract will also be a party to this waiver/release. I hereby execute and deliver this waiver and release so that I may participate in the program(s) offered by the City.
- I understand that by becoming a member, the City may at its discretion, obtain credit information for me and other persons 18 years and older that are listed on this application. This information may be obtained at any time while I am a member and, may be obtained if the membership is cancelled and a balance is owed on the account.

City of Chapman	Date: ___/___/___	Member	Date: ___/___/___
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City residents with utility services will be billed monthly with their utility bill. Non-resident members or City residents without City utility services will be billed monthly.

A \$30 return fee will be charged for each returned bank.

Memberships may be cancelled by sending WRITTEN notification to City of Chapman and will be honored under the terms outlined in the General Information & Procedures Document (Addendum B). The fiscal year from **APRIL 1st** of any given year to **MARCH 31st** of the next year. The membership is for a one year period and automatically renews for another on year period on **APRIL 1st** of each year unless written notification is received by **MARCH 1st** of the year in which the member wants to cancel. Your authority will remain in full force and effect until written notification is received by City.

MEMBERSHIP CONTRACT INFORMATION

ADDENDUM "A"

In this Contract, the words "you", "your", and "Member" shall refer to the Member where appropriate. The words "we", "our", "us", and "City" shall refer to City of Chapman Golf, Fitness, Swimming and Recreation

MEMBERSHIP: We hereby sell to you and you hereby purchase from us a membership to City of Chapman CHAP Program - please refer to membership brochure for locations (hereinafter, "the City"). This membership, as defined in Addendum "B", shall entitle you, your spouse and children to access and use of the facilities and amenities made available (refer to the Membership Application). All memberships are non-voting and non-proprietary. No rights of ownership are conferred upon you by this Contract.

TERM OF MEMBERSHIP: Your membership will begin on the date that this Contract is signed. It will run continuously until **MARCH 31st** of current fiscal year. Upon expiration of your initial term of membership, your membership will automatically renew on **APRIL 1st** and on **APRIL 1st** for all subsequent years. To terminate your membership, you must give us written notice by **MARCH 1st** in the year in which you wish to terminate. Address all correspondence to City of Chapman, PO Box 321, Chapman, KS 67431. If you do not notify us in writing by **MARCH 1st** your membership will automatically renew for an additional year beginning **APRIL 1st**. You shall not be relieved of your obligation to make any payment agreed to this Contract and no deduction or allowance from any said payments shall be made by reason of your failure to attend or use the City facilities, your renouncement of your membership or your failure to notify us of your termination as specified above.

MEMBERSHIP DUES: Costs and payment terms for your membership are specified in the Membership Application. City reserves the right to increase your fees and dues for subsequent membership terms by notifying you in writing at your last known address. Such notification shall be made by first class mail and sent no later than **FEBRUARY 1st** any given year. The notice will be deemed effective when deposited with the U.S. Post Office.

UNPAID BALANCES: Statements are mailed with the utility bill of each month and are payable on or before the 20th of each month. All unpaid balances over 10 days past due are subject to finance charge of 10% per month. In no event will the finance charge exceed the maximum allowed by law. Any balance over 30 days past due will result in automatic suspension of membership privileges until the account is brought current, including payment of late and finance charges. City shall have the right to turn over delinquent accounts for collection. Member is obligated and hereby agrees to pay, as allowed by law any collection costs and/or attorney's fees incurred by City pursuant to enforcing the financial obligation of member.

ACCELERATION: If you are in default on your payments to us by more than 10 days, we may send you a Notice of Default and Right to Cure. You will then have 20 days from the date the Notice is given to cure the default. If you do not cure the default in that 20-day period, we may accelerate your membership dues and declare the entire amount due and owing under the Contract to be payable in full, immediately. If you do cure the default in the 20 day period and default again, we do not have to send you an additional Notice of Default and Right to Cure and may accelerate you membership dues and declare the entire amount due and owing under the Contract to be due and payable in full immediately. Additionally, City may suspend membership privileges with or without notice until all past due amounts are paid.

RETURNED CHECKS OR BANKDRAFTS: If the bank dishonors any of your checks or bank drafts, City shall have the right to assess a service charge of \$30.00 for each check or draft that is dishonored. Additionally, City may suspend membership privileges, with or without notice until all past due amounts are paid.

RULES AND REGULATIONS: Member agrees to abide by all membership rules and regulations, which may be posted at the facility, issued orally, published in a newsletter, posted to the Website or listed in Addendum "B" to this Contract. These rules may be amended from time to time at City's discretion. City reserves the right to suspend membership privileges for violation of membership rules and regulations.

CONSIDERATION: In consideration for and in reliance on your promise to maintain your membership for the term specified and to pay the membership fees and dues as specified, we will: (1) maintain the course and premises in a clean, safe and healthy manner, customary with clubs of this nature; and (2) upgrade our course, facilities and equipment at our discretion.

ENTIRE AGREEMENT: This Contract constitutes the entire and exclusive agreement between the parties. Any promises, representations, understanding and/or agreement pertaining directly or indirectly to this Contract which is not contained herein, are of no force or effect. This Contract may be modified only by an instrument in writing signed by the City Administrator of the City of Chapman. Employees are not authorized to make any independent agreement with any Member that is contrary to this Contract or the City's general policies.

GENERAL MEMBERSHIP INFORMATION AND PROCEDURES

ADDENDUM "B"

MEMBERSHIP: All members, spouses and children have, if in good standing, use of City Golf, Fitness & Swimming during business hours published on the website and/or posted. For the safety of our members and guests. Each location has rules and regulations posted that are specific to that facility. These may involve but are not limited to age requirements for use of golf carts, fitness and swimming pool. The only times not available to members are those times specifically reserved for outside groups. These times will be posted at each facility in advance.

DEFINITIONS:

- A: Member: Those men and women over the age of 18 who have signed a membership agreement.
B: Spouse: A person of the opposite sex legally married (binding and lawful if it was performed in Kansas) to the member.
C: Child: Member's natural or adopted child, stepchild, or foster child under the age of 19. To be eligible between the ages of 19-21, the child must be living at home or attending school as a full time student.

MEMBERSHIP CARDS: All members must provide their membership card at the front counter before using the facilities. A lost or damaged membership card must be replaced for a \$5.00 fee by contacting Chapman City Hall.

GUEST POLICY: Guest must be signed in at the facility. Guest fees must be paid before using the facility at the established rate per visit at the site. Members who fail to register their guests are subject to suspension of privileges.

SUSPENSION OR EXPULSION OF MEMBERSHIP PRIVILEGES BY CITY: City has the right to suspend the privileges of any Member or expel any Member from the facility at any time for a) non-payment of dues; b) violation of this Contract; c) for conduct prejudicial to the interests of the facility or; d) for reasons of City's sole discretion. The Member shall be notified in writing via first class mail to the last address listed in the business office of the facility. This notice will be sent at least 10 days before the effective date of expulsion. If the member considers his/her expulsion for causes a), b), c) or d) to be unreasonable, he/she must contact City Administration within 10 days of receipt of notice of expulsion to:

1. Question the validity of the expulsion; or
2. Arrange a meeting with City prior to the expiration of the 10 day notice period to discuss the reason for his/her expulsion; or
3. Make any presentation to avoid such intended expulsion.

In the event no contact is made with City within the 10-day notice period, such expulsion shall take effect on the date specified. City's decision following such reconsideration shall be final and binding. A suspension of membership or expulsion for causes a), b), c) or d) does NOT relieve the Member of his/her obligation to pay dues as specified in the "MEMBERSHIP DUES" section of the Contract.

UNLIMITED GOLF PRIVILEGES: All golf members have unlimited golf privileges as modified only by the booking of outside parties. These bookings are necessary in order to keep our dues reasonable and cause only temporary closings of tees to members.

PRIVATE GOLF CARTS: Private carts will be permitted. Please contact Indian Hill Golf Course for additional charges.

COURSE RULES: USGA rules will govern play and all posted rules on the tee boxes on the course and in the clubhouse will be observed. Failure to follow course rules may result in expulsion or suspension of your membership.

PERSONAL PROPERTY: City will not be responsible for any personal property that is left unattended on the premises by members or their guests. A lost and found box is maintained as a convenience to the members and their guests. Members and their guests are welcome to check lost and found box if they wish. By supplying the lost and found box, the City is in no way assuming responsibility or liability for any member or guest's property. The City is not a bailee and no Contract of bailment is established herein.