

## **Membership Agreement**

This Membership Agreement (the "Agreement") is entered into by Hoop Dreams Basketball Academy ("Hoop Dreams") and the undersigned individual, the parent or guardian responsible for the athlete participating in the classes (collectively referred to as "Members"). By signing this Agreement, Members acknowledge and agree to the terms and conditions outlined herein.

### **1. Membership Term**

Member agrees to maintain membership and pay dues for a minimum term of two (2) full months. Membership is based on a calendar month, with dues calculated on the first of each month. If a membership begins mid-month, a prorated amount will be charged for the remainder of that month. A prorated month does not count towards the two-month minimum, as it does not represent a full membership payment.

### **2. Payments**

A registration fee of \$50 is due at the start of every membership. If a Member signs up during their free trial, the registration fee will be waived under the same-day sign-up policy.

Membership fees are charged monthly as follows: Amateur membership at \$119.99 per month, Collegiate membership at \$199.99 per month, and Committed membership at \$239.99 per month.

The first payment includes only the prorated amount for the current month plus the registration fee, calculated by dividing the monthly fee by the total days in the month and multiplying by the remaining days.

The next full membership fee will not be charged until the first day of the following month. Recurring payments will be charged automatically to the payment method on file on the first day of each calendar month thereafter.

***A 6% sales tax is added to every transaction, including registration and membership fees***

### **3. Membership Renewal and Cancellation**

Membership will automatically renew on the 1st of the next month and on a month-to-month basis following so, at the prevailing membership rate unless canceled in writing by the Member.

***Cancellation requires a 30-day written notice delivered via registered mail, email([info@hoopdreamers.com](mailto:info@hoopdreamers.com)), or in person to Hoop Dreams, 2414 Palumbo Drive, Lexington, Kentucky 40509. Members are responsible for all charges incurred up to the cancellation effective date.***

### **4. Membership Holds, Upgrades, and Downgrades**

Members may request to hold, upgrade, or downgrade their membership with at least seven (7) days' written notice prior to the first of the month. Membership holds allow charges to be paused

for up to three (3) months, after which the Member must return to the program for at least one full month before canceling. Cancellation is not permitted during a hold period. Members may move between membership tiers (Amateur, Collegiate, Committed) as long as proper notice is provided using the same process as cancellation.

## **5. Acknowledgment of Physical Risk**

The required physical exertion in the prescribed courses of instruction may be strenuous and could result in physical injury. Member agrees they are physically fit to participate fully in the prescribed classes. Member acknowledges being advised to consult with a physician before participating in the Classes and affirms that their physician has confirmed there are no medical conditions affecting their ability to participate fully.

## **6. Program Enrollment**

Member agrees to participate in the following programs or classes: Group Skills Training, Beginner HD Skills (3rd-5th Gr.), Intermediate HD Skills (5th-8th Gr.), Intermediate II (High School Only), and Introductory (K-3rd Grade).

## **7. Rules and Regulations**

Member agrees to comply with all Hoop Dreams' rules and regulations. Non-compliance may result in termination of membership without refund.

## **8. Payment Defaults**

***A \$20 service charge will apply to any payment that is more than 10 days past due.*** After three past-due payments, the remaining balance of the membership term becomes immediately due, including recovery charges. Hoop Dreams reserves the right to process payments using any alternate payment methods provided by the Member to recover unpaid dues.

## **9. Termination**

Hoop Dreams may terminate this agreement with 10 days' written notice delivered through email, certified mail, or in person if Member fails to fulfill their obligations and does not rectify the breach within the notice period.

## **10. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior communications, whether oral or written. Modifications to this Agreement must be made in writing and signed by both parties.

**Member confirms they have read, understood, and agreed to the terms of this Agreement. By signing, Member acknowledges they are waiving certain legal rights, including the right to claim damages against Hoop Dreams.**