



THE UNIVERSITY OF MICHIGAN  
DEPARTMENT OF RECREATIONAL SPORTS

## Perpetual Membership Service Agreement

The University of Michigan's Department of Recreational Sports ("Recreational Sports") will provide a non-transferable, perpetual membership (the "Service") to you ("Customer") on the terms and conditions set forth below. By using the Service you agree to be bound by the terms and conditions of this Agreement.

### **1. PROVISIONS OF SERVICE.**

- a. **DROP-IN USE.** Customer may use the areas within the Central Campus Recreation Building, the Intramural Sports Building, and the North Campus Recreation Building that are open to drop-in use during scheduled hours.
- b. **CLUB SPORTS.** Customer may participate in the activities of the Club Sports Program subject to the policies and procedures of the Club Sports Program.
- c. **INTRAMURAL SPORTS.** Customer may participate in the activities of the Intramural Sports Program subject to the policies and procedures of the Intramural Sports Program.
- d. **LOCKER AND TOWEL.** For an additional fee, Customer may rent a permanent locker and receive towel service.
- e. **UNAVAILABILITY.** Hours of operation and availability may change for any reason, announced or not, including but not limited to maintenance, damage, rental, or renovation. Fees will not be refunded for unavailability of the Service.

### **2. ADHERENCE TO POLICIES AND PROCEDURES.**

Customer agrees to adhere to Recreational Sports' policies and procedures. These policies and procedures are available upon request at any of Recreational Sports' main offices or from Recreational Sports' web site.

### **3. PRIVACY STATEMENT.**

Recreational Sports collects and retains personal information in order to conduct business with Customer. Recreational Sports treats that personal information with the highest respect for privacy and confidentiality. Recreational Sports will willfully and knowingly disclose personal information to third parties only to conduct business between Recreational Sports and Customer or when required to do so by law.

### **4. CHANGES IN STATUS.**

- a. **CHANGE IN AFFILIATION.** Should Customer encounter a change that places Customer in a different affiliation group (e.g. Faculty/Staff, Sponsored Adult, Alum) according to the policies and procedures of Recreational Sports, Customer should notify Recreational Sports of such change. Should Recreational Sports discover such a change, Recreational Sports will adjust its records to reflect the change in status. If a change in the monthly fee for the Service is required because of the Customer's new affiliation group, subsequent payments will be adjusted to reflect the new fee and any past-due fees.
- b. **CHANGE IN SPONSOR.** Should Customer require a sponsor according to the policies and procedures of Recreational Sports in order to be issued a membership, and should the sponsor no longer wish or becomes ineligible to sponsor Customer, Service will be suspended until a new sponsor is found or Customer otherwise becomes eligible for membership.
- c. **CHANGE IN PERSONAL INFORMATION.** Customer should inform Recreational Sports of any changes in name, mailing address, e-mail address, or other personal information requested by Recreational Sports.

## **5. PAYMENT TERMS.**

- a. **AGREEMENT TO PAY.** Customer agrees to pay all applicable charges, fees, and taxes ("Service Fees") set by Recreational Sports and its governing authorities.
- b. **PAYMENT METHODS.** Customer may pay Recreational Sports for the Service in one of two ways:
  - i. **PAYROLL DEDUCTION.** Customer may authorize Recreational Sports to deduct Service
  - ii. Fees once per month from Customer's paycheck issued by the University of Michigan, provided Customer's appointment with the University of Michigan is at least half-time.
  - iii. **CREDIT CARD.** Customer may authorize Recreational Sports to charge Service Fees once per month, on or around the 15th day of the month, to a credit card account provided by Customer. Credit card must be a MasterCard®, VISA®, or Discover® card.
- c. **CHANGES TO PAYMENT METHOD.** Customer may change the payment method for the Service by providing a written request to Recreational Sports which includes all appropriate information to process the change (e.g. new credit card number and expiration date). For simplicity, Customer may obtain a Change of Payment form from Recreational Sports. Any such changes that are received fewer than fifteen (15) days before the next scheduled payment may not be reflected in the next payment.
- d. **LATE PAYMENTS; RETURNED PAYMENTS; FAILURE TO PAY.**
  - i. **SUSPENSION OF SERVICE.** The Service will be suspended immediately if any payment is rejected by the issuing authority.
  - ii. **PENALTY.** Should a payment not be resolved within thirty (30) days of rejection, a \$25
    - a. penalty will be imposed and must be paid in addition to any unresolved payments
    - b. before the Service will resume.
- e. **RIGHT TO INVOICE.** At any time, Customer may request an invoice detailing any future payment obligations. Such an invoice will be delivered to Customer on-site or via first-class mail, whichever is requested by Customer.

## **6. TERMINATION.** This Agreement and the Service provided hereunder may be terminated:

- a. by Recreational Sports:
  - i. at any time without prior notice if Customer fails to comply in full with any term of this Agreement; or
  - ii. for any reason upon thirty (30) days' notice to Customer.
- b. by Customer:
  - i. for any reason upon thirty (30) days' written notice to Recreational Sports, without penalty, provided that Customer has held and paid for the Service for not less than twelve (12) months.
  - ii. for any reason upon thirty (30) days' written notice to Recreational Sports with a \$100 penalty if Customer has held and paid for the Service for less than twelve (12) months.

## **7. CHANGES IN AGREEMENT.**

This Agreement, including the fees assessed for the Service, may be amended at any time by Recreational Sports. Recreational Sports will notify Customer of any amendment by written communication delivered to Customer's address on file with Recreational Sports. Said notice will be sent at least sixty (60) days prior to the effective date of the amendment. Recreational Sports is not responsible for lost or misdirected mail, and failure of Customer to receive such written notification shall not constitute a breach of this Agreement.