SHAKOPEE COMMUNITY CENTER MEMBERSHIP APPLICATION AND AGREEMENT

1255 Fuller Street, Shakopee, MN 55379 (952) 233-9500 www.ShakopeeMN.gov
A Community Recreation Center Operated by the City of Shakopee, Minnesota (the "City")

Main Contact:_____ **E-mail:** _____

Address:_____
(Street) (Apartment #) (City) (Zip Code)

Township (if applicable): ☐ Jackson ☐ Louisville ☐ Spring Lake ☐ Sand Creek

Phone: Home_____ Cell_____ Work_____

Membership Types:

Family-Main contact, spouse/significant other (s.o.) and tax dependents residing at the same address. **Adult + 1-**Main contact plus 1. Must meet definition of family.
Adult-Ages 18-59 **Youth-**Ages 1-17 **Senior-**Age 60 and up **Military**
Dependents age 21 and over can only be added to a family or adult + 1 membership once proof of tax dependency is provided. **(Office Use Only)**

MEMBER	NAME First Last	SEX (circle)	DATE OF BIRTH	AGE	ADDRESS VERIFICATION	BARCODE (must be present to issue)
Main Contact		M / F				
Spouse/S.O.		M / F				
Dependent		M / F				
Dependent		M / F				
Dependent		M / F				
Dependent		M / F				

(Office Use Only) **Staff Initials:** _____ **Expiration Date:** _____ (Month/Day/Year)

☐ **New** ☐ **Renewal** ☐ **Resident** ☐ **Non-Resident**

Membership Type: ☐ Family ☐ Adult ☐ Youth ☐ Senior ☐ Adult + 1 ☐ Military

☐ **Silver & Fit/Active & Fit** ☐ **Silver Sneakers** ☐ **Healthy Contributions/Renew Active/AARP/One Pass**

Emergency Contact: _____ Relationship: _____ Phone:_____

☐ **Annual Membership** ☐ **3 Month Adult Membership**

-Entire fee required in advance.
-Membership will expire at the end of the contract period unless renewed.
-To renew, the applicable fee must be paid on or before the day of expiration.

Payment: Total Fee$_____ Check #_____ Cash_____ Credit/Debit Card_____ Approval # _____

☐ **Monthly Membership** *(Minimum 12-month term, not a single month)*

-$30.00 non-refundable enrollment fee.
-Any fee or rate increases are applied the month they are enacted.
-Must remain a member for a minimum of 12 consecutive months.
-Monthly automatic withdrawal using a credit/debit card.
-Authorizes City to debit card in advance for each month, occurring on the 1st of the month.
-Enrollment fee is not applied again if membership is current and a bank account change is needed.
-Enrollment fee must be paid again if membership lapses and purchaser reapplies for monthly payment plan.
-Membership will automatically renew for successive one-month periods until a 30 day written notice to terminate is provided.

Payment: Pro-rated Fee for current month: $_____ + $30.00 Enrollment Fee = $_____

1st Automated Debit of Account will occur on _____ (Month/Day/Year) and will be in the amount of $_____

Credit/Debit Card _____ Approval/Receipt # _____

Membership Agreement

This agreement is binding upon my spouse, significant other, heirs and assigns, and the spouses, heirs and assigns of any member listed above. With my signature, I verify I have read and agree with the **Membership Terms and Conditions** stated on both the front and back of this contract.
Annual and monthly memberships not meeting the minimum 1 year commitment are subject to the $50 cancellation fee.

☐ Initial

Signature: _____ **Signature:**_____ **Date:**_____
(Members under 18 yrs. must have a parent signature)

SHAKOPEE COMMUNITY CENTER MEMBERSHIP TERMS AND CONDITIONS

TERMINATION OF MEMBERSHIP: Memberships may be canceled within three business days of purchase. A $10 service fee will be charged. After the initial three days of membership, refunds will not be issued. If I stop using my membership, the City shall have no obligation to refund to me or anyone any portion of the monthly fee I have paid.

NOTICE OF DESIRE TO LET MONTHLY PAYMENT PLAN TERMINATE: I agree that if I want to let my membership expire at the end of the initial term or the then current renewal term, as applicable, I must give the City at least thirty (30) days written notice of such desire before the next debit date. If I do not provide proper written notice, my membership will automatically renew. If I want to terminate my membership before the 1 year period, I will pay a $50.00 cancellation fee and the dues for the following month. Any such notice must be sent or delivered to the City of Shakopee, Attention: Guest Services, 1255 Fuller Street, Shakopee, MN 55379. I acknowledge that if I stop using my membership, the City will continue to withdrawal monthly membership payments from my bank account until proper notice has been made. If I close my bank account or in any other way prevent the City's withdrawal of such payments, I will be charged a $30.00 insufficient funds fee and my membership will be terminated if the monthly fee and $30.00 fee are not paid within 30 days. I further agree that I will forfeit my right to enroll in Parks and Recreation programs and/or pay a daily admission charge for access to the Community Center for myself and my family until the appropriate fees are paid in full. If I do not fulfill these requirements, I will also forfeit my right to take out a monthly membership in the future. No waiver by the City of performance by me shall be considered a continuing waiver or shall preclude the City from exercising its rights. No acceptance by the City of any partial payment tendered by me shall be deemed to be a waiver of the balance of the amount due, even if the payment instrument states that acceptance constitutes payment in full.

TERMINATION OF MEMBERSHIP BY CITY: I agree that the City may terminate my membership, with or without cause, at any time by providing written notice. If the City terminates an annual membership, a pro-rated refund may be issued for the time period after the termination effective date, dependent upon review. Annual and monthly memberships not meeting the minimum 1 year commitment are subject to the $50 cancellation fee.

PERMISSION TO USE NAMES/IMAGES: Periodically, the City of Shakopee will take pictures or videotapes of participants while they are engaged in programs or while enjoying parks and other facilities. These photos may appear in city brochures, city website and publications.

RELEASE OF LIABILITY: As lawful consideration for use of the Shakopee Community Center, I agree that the City of Shakopee shall be held harmless and exempt from liability for any injury or disability that I or other members listed above might incur as the result of use of the Community Center due to the passive or active negligence of the City, its agents, employees, elected officials or volunteers. This release of liability of the City of Shakopee does not include any injuries that I or the members listed above incur as the result of willful, wanton, or intentional misconduct by the City of Shakopee, its agents, employees, elected officials or volunteers.

RULES AND REGULATIONS: I agree that my membership and use of Community Center facilities, equipment and services is subject to all Community Center rules and regulations, as amended and supplemented from time to time, whether posted at Community Center facilities, distributed to, or informed by Community Center staff. The use of any Community Center facilities, equipment, or service may be curtailed or denied whenever a member of the Community Center staff, in his or her discretion, believes the use might be detrimental to health or well being. Private (for profit) instruction is prohibited in the Community Center.

Age Requirements

Community Center Facility: Anyone under 15 years old must be accompanied by an adult 18+. **Gym:** Age 14 and under must be under the direct supervision of an individual 18 or over within gym. **Walking Track:** Age 14 and under must be accompanied by an adult. **Playground**: Age 10 and under must be actively supervised by an individual 16+ within play area. **Aquatic Center:** Age 6 and under must be actively supervised by an adult or individual age 16+ in the water and at arm's reach. Age 7-14 must be actively supervised by an adult within the pool facility. Must be 15 to use spa/sauna. **Fitness**: Must be 15 to use the equipment unaccompanied. Youth ages 12 - 14 must take a fitness orientation class (AFO) and sign a waiver in order to use the fitness equipment. 12 - 14 yr. olds with the preceding training must also be accompanied by a parent at all times within the fitness equipment area**. Fitness Classes:** 15 and older may attend, 12 - 14 must be accompanied by parent. No AFO required.

Use Policies

Shirts/shoes/outerwear designed for fitness must be worn. Area specific rules: **The Lookout**- socks required, no food/drink. **Aquatics**-appropriate swimwear, no oils or tampering with spa/sauna. Food or drink (except water) is not permitted on the lower level (exception: room rentals/parties) No street shoes, roller blades, skateboards, or skate shoes permitted in gyms or fitness areas.

Shakopee Community Center Zero-Tolerance Policy

The respect and safety of our guests and staff is required from all facility users. The SCC will not tolerate certain behavior and such behavior will result in exclusion from the facility. Exclusion length is at the sole discretion of Shakopee Parks and Recreation.

Prohibited conduct is as follows: -Fighting -Profanity -Alcohol, Tobacco, Vaping or Substance Use -Rowdy, Disruptive or Disrespectful Behavior -Theft or Vandalism -Verbal Abuse of Patrons or Staff -Behavior Requiring a Second Warning -Gang Signing/Colors -Bullying/Intimidation -Possession or Use of Weapon

ADJUSTMENT OF FEES AND HOURS OF OPERATION: The City reserves the right, in its sole discretion, to increase or decrease membership fees at any time and to offer corporate discounts and other incentives. The City further reserves the right to initiate, change and/or eliminate Community Center facilities, equipment, services and programs, and to change hours of operation. Fee increases for monthly memberships are applied the month fees are enacted, versus annual membership increases that would be enacted upon renewal of term.

PERSONAL PROPERTY: The City is not responsible for the loss or theft of or damage to, any personal property.

MISCELLANEOUS: I agree: 1) Membership is non-transferable; 2) this agreement shall be construed and enforced in accordance with the laws of Minnesota; and 3) if any term or provision of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall still be valid and enforced to the full extent permitted by law. 4) There is a $30.00 fee charged to you for any closed accounts or insufficient funds.

CHECK IN: Members will be required to check in with their key tag at the front desk. If key tag is lost, a new key tag must be obtained for a fee of $5. If the key tag is damaged due to normal wear and tear, the key tag must be presented to staff for a free replacement tag.

MEMBERSHIP INCLUDES:

1. Use of SCC Facilities (gyms, fitness area, aquatic park, indoor playground w/ family memberships, drop-in childcare member rate).
2. Admission to Open Skating, Aerobics/Fitness Classes, Open Swim, Tot Time @ Indoor Aquatic Center
3. Discount on Season Pass to the Shakopee SandVenture Aquatic Park.

Terms and Conditions subject to change