



Starkville Martial Arts Academy

Address: 106 S. Lafayette Street, P.O. Box 1365,
Starkville, MS 39760
Telephone: (662) 323 5522

ARTICLE I. MEMBERSHIP

Section 1. Nature of Membership. Membership does not confer or carry with it any interest in the property or assets of the Starkville Martial Arts Academy or any right on the part of the members to participate in the management of the Starkville Martial Arts Academy, financially or otherwise. Membership confers solely the right to use and enjoy the facilities of the Starkville Martial Arts Academy in accordance with the Starkville Martial Arts Academy's rules and regulations, as they may change from time to time. Memberships may not be resold or transferred.

Section 2. Nondiscrimination. It shall be the policy of the Starkville Martial Arts Academy to accept applications for membership from any individual or family of good character without regard to race, creed, color, sex, or national origin.

Section 3. Prior Membership. If an applicant was a member of the Starkville Martial Arts Academy previously, approval of the application for membership is contingent upon the Starkville Martial Arts Academy's verification that the applicant terminated his/her prior membership in good standing and owes no outstanding debts to the Starkville Martial Arts Academy. If the applicant owes any outstanding debts to the Starkville Martial Arts Academy, the Starkville Martial Arts Academy will apply any amounts paid by the applicant in connection with the current application to satisfy prior debt and will require the applicant to pay any remaining outstanding debts, as well as any current enrollment fees and dues, before the current application for membership and this agreement will be approved.

ARTICLE II. ENROLLMENT FEES, DUES, AND CHARGES

Section 1. Payment of enrollment fee. All new members shall pay an enrollment fee to the academy. The amount, manner, and time of payment of such fee shall be established by the academy and may be changed from time to time. No portion of such fee will be refunded if a member withdraws or downgrades the membership except as explained in the 30-day money back guarantee. Some restrictions apply on term contracts.

Section 2. Dues. The academy shall, from time to time, determine the amount and the terms of payment of dues that shall be payable by the members. The obligation to pay dues is not dependent on the availability of all the Starkville Martial Arts Academy's facilities. Tournaments, repair, maintenance, and/or other occurrences affecting some facilities may make it necessary for the Starkville Martial Arts Academy to restrict use the facilities or to temporarily close the Starkville Martial Arts Academy. Dues will not be reduced or suspended during the time when the facilities are not available. Annual increases in dues will generally occur in January of each year.

Section 3. Charges. The Starkville Martial Arts Academy shall, from time to time, fix the amount and terms of payment of charges for goods, services, and use of the facilities by members and guests.

ARTICLE III. RULES AND REGULATIONS

Section 1. Conduct. Members and their guests must exhibit courtesy and respect toward other members and our staff. Actions that disturb or offend other members are not tolerated and all users of the Starkville Martial Arts Academy facilities must follow the directions given to them by the staff. Profanity, abusive language, or threatening behaviors are prohibited. Members agree to immediately vacate the premises at any time at the request of the Starkville Martial Arts Academy's staff. The management may prohibit the use of any equipment in various areas of the Starkville Martial Arts Academy.

“Committed To Personal Growth”

Section 2. Attire. Proper attire is required for participants using the Starkville Martial Arts Academy.

Section 3. Accounting-billing. Dues will be billed to members on a monthly basis and statements will reflect the coming month's dues, the past month's payments and charges, and the balance due. Bills not paid by the 25th of the month are past due and are subject to a late charge.

Section 4. Damage. Any damage to the Starkville Martial Arts Academy's property by any member, member's guest, or dependent children shall be paid for by the member.

Section 5. Hours. The normal hours of operation are posted in the class schedule. The Starkville Martial Arts Academy will either be closed or open for reduced hours on holidays. The Starkville Martial Arts Academy hours are adjusted occasionally, in accordance with the frequency of member usage and changes will be posted.

Section 6. Leave of Absence. With appropriate documentation from their physician, members may apply for a leave of absence if they are unable to use the Starkville Martial Arts Academy because of prolonged illness or injury. Members may apply for a business leave in writing in advance and must accompany such requests with proof from their employer. The dues of members on leave of absence shall be established by the Starkville Martial Arts Academy and may be changed from time to time. No portion of such fee will be refunded.

Section 7. Children. Access, facilities and equipment may be restricted for children under the age of 21. It is the member's responsibility to be aware of our guidelines.

Section 8. Rules Not Inclusive. The rules contained herein are not inclusive.

ARTICLE IV. TERMINATION OF MEMBERSHIP

Section 1. Voluntary Resignation. Any member may resign from the Starkville Martial Arts Academy by giving 30 days advanced written notice to the Starkville Martial Arts Academy and paying any dues or other charges that have been incurred. Voluntary resignation shall not be deemed effective until after the expiration of the 30-day notice period and after all required payments have been made to the Starkville Martial Arts Academy. Subsequent to voluntary resignation, the member shall not be subject to any further dues or other charges. Non-use of the Starkville Martial Arts Academy is not considered notice of cancellation. In exchange for a 6-month membership commitment, the Starkville Martial Arts Academy has reduced the enrollment fee from \$175 to \$0, a difference of \$175. **If the membership is cancelled prior to the completion of the 6-month commitment, the member agrees to pay the Starkville Martial Arts Academy the enrollment discount that was given in exchange for the commitment.**

Section 2. Involuntary Resignation. The Starkville Martial Arts Academy reserves the right at any time to terminate the membership or privileges of any member for failure to comply with any of the rules and regulations adopted by the Starkville Martial Arts Academy or for any conduct the Starkville Martial Arts Academy determines to be improper of in any way inimical to the best interests of the Starkville Martial Arts Academy. The membership may be terminated by notification in writing mailed by the Starkville Martial Arts Academy to the address shown on the records of the Starkville Martial Arts Academy for the member being terminated. The terminated member will remain liable for all dues and other indebtedness incurred prior to termination. The membership of any member who is 60 days in arrears with respect to the payment of his/her account to the Starkville Martial Arts Academy may, at the option of the Starkville Martial Arts Academy's management, be terminated. **If this membership is cancelled prior to the completion of the 6-month commitment, the member agrees to pay to the Starkville Martial Arts Academy the enrollment fee that was given in exchange for the commitment.)**

ARTICLE V. AMMENDMENT OF RULES & REGULATIONS

The Starkville Martial Arts Academy may, from time to time, adopt other rules or regulations or policies not herein covered and all members will be obligated to comply with such rules, regulations or policies. If new rules or regulations are adopted, they will be published as "Additional or Substitute Rules and Regulations." Changes in the monthly dues shall not constitute an amendment requiring publication.