



phone: 914.669.9500 fax: 914.669.9700
22 Sutton Place, Brewster, NY 10509

Full Season Contract: 41-Weekly Private Lessons (1½ hr)

Contract Term: Sep 6, 2021 – Jun 26, 2022 Christmas Week not included (12/20 – 12/26/21)

- () Staff Tennis Pro: (\$163 x 41) **\$6,683**/member ... (\$178 x 41) **\$7,298**/non-member
() Head Pro: (\$178 x 41) **\$7,298**/member ... (\$193 x 41) **\$7,913**/non-member
() Director: (\$193 x 41) **\$7,913**/member ... (\$208 x 41) **\$8,528**/non-member
() Weekday Lunchtime Off-peak: 10% Discount: () 12:30 to 1:30 pm () 1:30 to 2:30 pm

Preferred Pro: _____ Day of Week: _____ Time: _____

Please schedule my **41 Weekly Series Tennis Lessons** (same Pro/same day/same time) as indicated above.

24-hour Cancellation Policy: Tennis Lessons must be cancelled (or rescheduled) at least 24 hours in advance in order to avoid being charged in full. You may cancel via email: frontdesk@hardscrabbleclub.com, or by signing in the 'Cancellation Book' at Front Desk. Phone calls are not valid, and you will be charged the full amount.

'No-show/No-call/No-email' and/or Late Cancellations will be charged in full.

Note: **This package will expire on 6/26/2022** – you must use all 41 Tennis Lessons within this time frame. Occasional rescheduling via Front Desk is permitted - subject to availability of both your Pro and a court. Unused, expired lessons are not refundable. A 10% Deposit is due with this completed Form, to reserve your spot.

Player Name: _____ Member ? () Yes () No

Street, City, Zip: _____

Phone: _____ () cell () h Email: _____

☐ 10% Deposit (nonrefundable): \$ _____, paid on date: _____, by: _____

Please select your Balance Payment Option below:

☐ **(a)** Autopay Monthly Installment, via credit card on file – incurs a **\$3** processing fee/ installment.

Total: \$ _____ Number of months: _____ Amount per month: \$ _____

☐ Full Payment by: ☐ **(b)** Check # _____ enclosed (*payable to: Hardscrabble Club*)

☐ **(c)** Credit Card on File, or

☐ New Credit Card: _____

Exp. Date: _____ Security Code - CVV#: _____

Parent/Guardian Signature: _____ Date: _____

My signature indicates that I have read, understand and accept the policies and terms of enrollment on the back of this Form.

Director/ Randy Mani: _____ Date: _____

not valid without Director's Signature

CONTRACT POLICIES & TERMS OF ENROLLMENT:

- Your Registration herein **is a Contract** between you and the club throughout the entire 41-week season, and the Participant or the Parent/Guardian remains liable for the Total Contract Fee amount, inclusive of any remaining installments, until paid in full.
- We anticipate your full attendance, commitment and participation in the Seasonal Weekly Private Lesson Package you are enrolling in.
- Your club membership is continuous, per your Membership Agreement - it **will not terminate automatically** at the end of this contract.
- Standard court etiquette and sport specific dress code (tennis whites are encouraged) must be complied with at all times.
- Please refer to Hardscrabble Club's current Program Calendar for all seasonal start and end dates, blackout dates, holiday camps, etc.
- This Registration is accepted as completed and finalized only when also countersigned by the Director of Tennis.

PAYMENT:

- **10% Non-refundable Deposit** is due with this completed Registration Form, and will be charged upon receipt of your signed form.
- **90% Balance** can be paid in full upfront, or extended onto the 'Autopay Installment Plan' option (equal monthly installments from start).
- Installments incur a \$3/time processing fee. 'Autopay Installment Plan' is the default option applied, unless you selected 'Full Payment'.
- You agree that we will not seek repeated authorizations for monthly Autopay debits - you have agreed to the full amount due being charged in installments.
- Your Scheduled Payments (Installments) are drafted on the 2nd of each month via the credit card on file.
- A \$20 'Decline Fee' will be assessed if your credit card declines.

MAKE-UPS:

- (a) Make-ups are NOT provided if you miss your lesson, and cannot be rescheduled after the fact. You may reschedule your lesson in advance, sometimes, subject to availability of court time and Pro. If your regular Pro is occasionally unavailable, the club will schedule your lesson with another Pro for that one time - such situations are not considered reason for rescheduling.
- (b) In the event a lesson cancellation is initiated by Hardscrabble Club and not by you, you will be entitled to a make-up at no cost to you, but to be scheduled by you before the end of the season. The club will not take on the responsibility for scheduling such make up.
- (c) When private lessons are missed or cancelled due to events that are beyond Hardscrabble Club's control, such as inclement weather, local or national crisis or emergency, religious holidays, power outages, etc., there will be NO make-ups, refunds or house-credits provided.

24-HR LESSON CANCELLATION POLICY: All Private Lessons must be cancelled, if need be, at least 24 hours in advance via the Cancellation Book at Front Desk or via email: frontdesk@hardscrabbleclub.com in order to not be charged the full amount. If you provide either a School Nurse's or Doctor's note within 5 days from the cancelled lesson, we will reverse the charge.

MEDICAL CREDIT: When withdrawal is necessary due to an injury or medical condition, it is the responsibility of the participant or parent/guardian to bring this fact to Hardscrabble Club's attention **IN WRITING**. In such cases Hardscrabble Club will issue a 'house medical credit' which is calculated as being the unused portion of the total Contract/Package Fees when prorated **starting from** the day that the written notice of injury or cancellation AND the doctor's note specific to the injury or condition are received by Hardscrabble Club's Accounts Dept.

REGISTRATION CANCELLATION:

- Your **Notice of Cancellation** must be received by the club, **IN WRITING** via fax, e-mail or U.S. Post. We regret that we cannot honor verbal or telephonic messages in this regard. This requirement applies to **ALL** cancellations, whether for this contract, programs, or membership.
- You may cancel this Contract **IN WRITING** within 3 days of your registration date at no cost to you. We will refund any payments made.
- After the 3 days, if you break this contract by early withdrawal for any reason and fail to complete your Installment Plan, your account will fall into 'Collections' status and the club will follow up accordingly.
- You agree that you remain liable for any uncollected balance due until paid in full in the event your credit card is declined for any reason.

WAIVER: I have read and do accept the policies listed above and herein. I also understand and acknowledge the risks of injury that are inherent in any program involving physical activity and/or transportation, and as the participant or parent/guardian of the child named herein, I hereby waive and release any and all rights and claims for damages I may have against Hardscrabble Club Corp., Randy Mani Tennis Academy (RMTA), the program director/s, instructors, employees, owners and/or any other sponsors and their respective representatives for any damage to or loss of my property and for any and all injuries sustained by myself or my child/ward in connection with any participation in the club's/academy's programs, lessons, match play, or other activities.

CONSENT: I do hereby give my consent to medical care, emergency or otherwise, including any necessary transportation, in the event of injury to or any other illness with my child/ward or myself. I also consent to photographs/videos taken at the club that may include my child/ward being used for advertising and other media efforts.

Parent/Guardian or Participant Signature: _____

Date: _____