



# Membership Agreement

This Membership Agreement must be completed by the student or parent/guardian if student is less than 18 years of age. The responsible party agrees that you have read, understand and agree to the Membership Agreement and the Membership Terms & Conditions as described on pages three (3) & four (4) of this document. **You understand that we require 30-day advanced notice via email to [info@apexmac.com](mailto:info@apexmac.com) for any/all changes/suspensions/cancellations to your account. Verbal requests will not be accepted!**

By submitting this Membership Agreement, you authorize Open Guard BJJ LLC and/or Apex Martial Arts Center LLC to charge your credit card on a recurring monthly basis.

Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Email: \_\_\_\_\_ How did you hear about us? \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

## STUDENT INFORMATION

Please clearly print the name and birthdate of each individual student attending class. A separate Liability Waiver Form must also be completed by each person participating in the program.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Do any of the students list above have current or past injuries or illnesses that the instructors should know?

\_\_\_\_\_

## MONTHLY MEMBERSHIP OPTIONS

- Single Martial Art:** \$125
- Daytime BJJ Classes:** \$89 (attend day time only)
- Family Pack B:** \$225 (Includes 3 Students)
- Martial Arts Bundle** (unlimited access): \$150
- Family Pack A:** \$175 (Includes 2 Students)
- Family Pack C:** \$300 (Includes 4 Students)

\* Allows access to any single martial art of your choice.



**OPTIONAL GEAR COSTS**

Gi: \$150     Hand Wraps & Boxing Gloves: \$55     Hand Wraps, Boxing Gloves, Shin Guards & Head Gear \$155

Please be sure to check your information thoroughly before submitting this application.

Payment Method:  Visa     MasterCard     Discover     American Express     Check\*\*

\*\*Cash/check payment must be for 6-months in advance. Payments are due on the exact renewal date & will be prorated accordingly. Late payments may incur a \$25 late penalty fee. If you pay by check, your cancelled check is your receipt.

Name on Credit Card: \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration: \_\_\_\_\_ CVV: \_\_\_\_\_

Billing address is the same as noted above:     Yes     No

If no, please provide your credit card billing address:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address (where receipts get emailed): \_\_\_\_\_

By signing this document, you are agreeing to Membership Terms & Conditions.

\_\_\_\_\_  
Print Student Name (Parent/Guardian if under 18yrs of age)

\_\_\_\_\_  
Signature of Student (Parent/Guardian if under 18yrs of age)

**FOR OFFICE USE ONLY**

Entered in System: \_\_\_\_\_

Start Date: \_\_\_\_\_

Back Date Payment On: \_\_\_\_\_

Set for Recurring On:  1<sup>st</sup>     15<sup>th</sup>

Notes/Comments:

\_\_\_\_\_



## MEMBERSHIP TERMS & CONDITIONS

### MEMBERSHIP PERIOD

A membership period is defined as one (1) month. Memberships are automatically renewed every month unless cancellation is provided within thirty (30) days of your membership renewal period. **Open Guard BJJ LLC and/or Apex Martial Arts Center LLC** reserves the right to change membership fee schedules at any time.

### MEMBERSHIP CANCELLATION

If, for any reason, you need to stop training, either permanently or temporarily, you understand that it is your responsibility to send an email to [info@openguardbjj.com](mailto:info@openguardbjj.com) or [info@apexmac.com](mailto:info@apexmac.com) at least 30-days prior to your renewal date or 2-weeks prior to your requested suspension date. Please make sure you receive a reply from us acknowledging that we received your request. **Membership cancellation and suspension requests must be submitted via email. We do not accept either request in any other form of communication other than email.**

### MEMBERSHIP TEMPORARY SUSPENSIONS

Members may suspend their account once per year. Memberships suspended more than once per year will incur a \$50 restart fee. We do require at least a 3-week suspension of classes for temporary suspension requests. Requests must be made at least 2-business weeks prior to requested suspension date. Requests MUST be submitted via email to [info@openguardbjj.com](mailto:info@openguardbjj.com) or [info@apexmac.com](mailto:info@apexmac.com). Please make sure you receive a reply from us acknowledging that we received your request.

### MEMBERSHIP PRO-RATIONS

Payments are made at the beginning of the Membership Period. The first month of enrollment will be pro-rated such that subsequent payments are due on the first (1) day or the fifteenth (15) day of the month; depending on your enrollment date (whichever date is closer to your enrollment date to reduce pro-rated costs to the student(s)). Payment for subsequent periods will extend your membership, and implies your continued consent to the terms of this agreement. Membership fees are non-refundable.

### CHECK PAYMENTS

Checks not received on time will be assessed a \$25 penalty fee. Returned checks will be assessed a \$50 penalty fee.

### CREDIT CARD PAYMENTS

It is the students' responsibility to insure there is always an active credit card on file for monthly membership payment processing. If your credit card does not process, we will provide a one-time courtesy of a reminder to submit new payment information. If the payment fails a second time, a \$25 processing fee will be charged for each month the payment is late. If the credit card fails to process a third time, Open Guard BJJ LLC and/or Apex Martial Arts Center LLC reserves the right to cancel your



membership after your account is brought current. Please remember to keep your payment information current and accurate so your membership remains in good standing.

### **CUSTOMER RESPONSIBILITY**

You (signee) understand that it is your responsibility to make sure your payment is received on-time. Should your credit card, bank account, or other form of payment change, you will notify Open Guard BJJ LLC and/or Apex Martial Arts Center LLC at least 15-days prior to the next billing cycle to avoid a late fee penalty of \$25.

Open Guard BJJ and/or Apex Martial Arts Center will not send a reminder of any form of payment being due. Your credit card or bank account statement will act as your receipt of payment. For members that pay by check, your deposited check will act as your receipt.

### **RATE CHANGES**

Membership Rates are subject to change. Rate changes will be communicated via the [openguardbjj.com](http://openguardbjj.com) or [apexmac.com](http://apexmac.com) website(s) at least 45 days prior to implementation. The rate change becomes effective upon the member renewal date (next payment period) following the 45-day notification.

### **BUYER'S RIGHT TO CANCEL**

If you wish to cancel this agreement, you may do so by emailing your request to [info@openguardbjj.com](mailto:info@openguardbjj.com) or [info@apexmac.com](mailto:info@apexmac.com) within 7-business days of your first class. The notice must say that you no longer wish to be bound by this agreement, and that you would like to cancel your membership. If loaner gear was provided, you must return it or your account will be charged accordingly. This agreement may also be cancelled if Open Guard BJJ LLC and/or Apex Martial Arts Center LLC ceases operation.

### **CLASS SCHEDULE**

A regular class schedule will be posted at [openguardbjj.com](http://openguardbjj.com) and [apexmartialartscenter.com](http://apexmartialartscenter.com). Open Guard BJJ LLC and/or Apex Martial Arts Center LLC reserve the right to make temporary and/or permanent modifications to the schedule at any time, for any reason.

### **ADDITIONAL COSTS**

Uniforms, equipment, camps, private lessons, etc. are all additional costs and are not included in with tuition or registration. A uniform (GI) is the only required equipment for BJJ class. Kickboxing requires hand wraps and 16oz boxing gloves. Gear may be purchased through Open Guard BJJ LLC and/or Apex Martial Arts Center LLC, or any other supplier. Please ask your instructor for gear requirement guidance.

By choosing a membership plan and signing above, I indicate that I have read and understand the terms of this Membership Agreement, and that I have read and signed a Liability Waiver Form. This agreement, and its information, will remain on file in a secure location, within Open Guard BJJ LLC and/or Apex Martial Arts Center LLC office unless the terms and conditions change. At that time, a new contract will be executed.