





## Terms & Conditions for 2017-2018 Women's Fun Choir (please read carefully)

1. A completed registration form must be submitted in person or by email or fax to MAX Arts, Athletics, Wellness. (hereafter referred to as MAX). Because spaces are limited, submission of a registration form does not mean that a student will be granted a space in the requested program. Existing MAX customers and/or returning students may be given priority for registration, followed by a "first-come, first-served" policy for all other students.
2. After March 31, 2018, discontinuation is not permitted. Up to and including March 31, to officially withdraw, a student must complete and submit a discontinuation form in person or by email, give a minimum notice of fourteen (14) days, and pay a cancellation fee of \$50.00 + HST. Discontinuation forms are available at our facilities. Verbal notification and/or non-attendance will NOT constitute discontinuation. If making bi-weekly pre-authorized debit payments, please note that if a balance is owing to MAX after the discontinuation has been processed, the next scheduled recurring payment will be adjusted to collect this balance in full. The balance owing to MAX may include the last bi-weekly payment, the \$50.00 + HST cancellation fee, any bi-weekly payments that were missed and not subsequently paid, etc.
3. If a payer's bi-weekly payment fails, the payer will be in default. MAX may then, when the payer is in default, send the payer's account to a collections agency, and/or immediately cancel the student's enrollment and keep any amounts that have been paid to MAX. If MAX later accepts a payment from the payer and reinstates the student's enrollment, the payer must fulfill all of the remaining payment responsibilities under this agreement and MAX may require the payer to pay any legal and/or collection fees and charges incurred by MAX in collecting overdue payments from the payer.
4. Monthly account statements and invoices are not provided. Payment receipts and receipts for income tax purposes are available upon request.
5. A \$25.00 + HST service fee will be charged on all declined pre-authorized bank debits and all cheques returned as Non-Sufficient Funds (NSF).
6. MAX will not refund or make up any classes that are cancelled due to weather. However, if a class is cancelled due to weather, students in the cancelled class may attend a similar class as a make-up. Please check [www.yourmax.ca](http://www.yourmax.ca) or call 733-7330 to see if MAX facilities are closed due to weather.
7. Regular attendance and punctuality is expected for all classes. There will be no refund for classes missed by a student. Prolonged and/or frequent non-attendance may result in immediate termination of the student's enrollment.
8. If an instructor cannot be available for a class, a substitute instructor will complete the class or arrangements will be made for a make-up class on a future date.
9. MAX reserves the right to withdraw any program or level of instruction, to change an instructor of any program, or to close any MAX location at any time without notice or liability other than to refund fees received for sessions cancelled due to such withdrawal or closing.
10. All of the students' relevant illnesses, medical conditions, disabilities, and/or behavioral concerns have been disclosed to MAX on the registration form.
11. Students will not be able to partake in programs if their MCP number is not on file. You hereby give MAX and its employees the authority to act on your behalf in case of any emergency. If, due to such circumstances as injury or sudden illness, medical treatment is necessary, you authorize MAX to take whatever emergency measures are deemed necessary by MAX for the protection of the student while in the care of MAX. You understand that this may involve calling a physician, interpreting and carrying out his or her instructions, and transporting the student to a hospital, including the possible use of an ambulance. This could also include emergency transportation required as a result of fire or other environmental emergencies. You understand that this may be done prior to contacting you, and that any expense incurred for such treatment, including ambulance fees, is your responsibility.
12. MAX promotes an atmosphere of safety and mutual respect and will not tolerate inappropriate conduct or behavior. Violation of these principles may result in immediate termination of the student's enrollment.
13. In consideration of being allowed to participate in MAX activities and programs and to use MAX facilities, equipment and services, you hereby forever waive, release and discharge MAX and its officers, agents, employees, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to the student's person and/or property, including those caused by the negligent act or omission of any of sparing those mentioned or others acting on their behalf, arising out of or connected with the participation in any activities, programs or services of MAX or the use of any equipment at various sites, including home, provided by and/or recommended by a MAX representative.
14. MAX takes customer privacy seriously. We will not sell, distribute, barter or transfer any personally identifiable information obtained about our students to parties outside of MAX, without the authorized written consent of the student or the parent(s)/guardian(s) if the student is under the age of 18 (except where required by law such as in emergency situations or by legal order). In the normal course of business and for the purpose of advertising, MAX may photograph or video students as they partake in MAX activities. Such photographs or videos may be used by MAX for publicity purposes without the student's name attached unless the student, or the parent(s)/guardian(s) if the student is under the age of 18, otherwise advises MAX in writing. No photography or video is permitted to be taken inside any MAX location without the express written consent of MAX.

ACCEPTANCE: By signing below, I acknowledge and agree to the terms and conditions written above and I represent that the information given by me on the registration form is complete and accurate.

Student Name (please print) \_\_\_\_\_

Student Signature \_\_\_\_\_

Date (mm/dd/yyyy) \_\_\_\_\_



## Pre-Authorized Debit (PAD) Agreement for 2017-2018 Women's Fun Choir

STUDENT NAME: \_\_\_\_\_  
PAYER NAME (If different from Student): \_\_\_\_\_

**PAYER INFORMATION (If different from Student):**  
Address \_\_\_\_\_ City/Town \_\_\_\_\_ Province \_\_\_\_\_  
Postal Code \_\_\_\_\_ Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

**PRE-AUTHORIZED DEBIT (PAD) DETAILS:**  
You, the Payer, authorize City Stars Holdings Inc. (doing business as MAX Arts. Athletics. Wellness.) to debit your bank account according to the details described in this section and on the program registration form. Program fees will be paid via sixteen (16) equal payments that will be debited from your account on a bi-weekly basis beginning Friday, November 3, 2017 and ending Friday, June 1, 2018. Your first biweekly payment will be withdrawn within ten (10) days of receipt of your registration form and may be withdrawn prior to the next scheduled payment. Please see Section 4 of the attached Pre-Authorized Debit (PAD) Terms & Conditions for instructions on how you may cancel this PAD Agreement.

Check one (1) of the following options:  
 Please use my bank account identified on the void cheque attached below.  
 I am an existing MAX customer and please use my bank account that I have on file at MAX.

Payment details:

<u>Debit Amount</u>	<u>Payment Frequency</u>	<u>Start Date</u>	<u>End Date</u>
\$29.06	Bi-Weekly	November 3, 2017	June 1, 2018

**ACCEPTANCE: By signing below, I acknowledge and agree to the terms and conditions for Pre-Authorized Debit Agreement for 2017-2018 Women's Fun Choir and I hereby accept them as a condition of my participation in this Pre-Authorized Debit Agreement.**

Signature of Account Holder: \_\_\_\_\_ Signature of Joint Account Holder (if required): \_\_\_\_\_  
Name (please print) \_\_\_\_\_ Name (please print) \_\_\_\_\_  
Date (mm/dd/yyyy) \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_



## Pre-Authorized Debit (PAD) Terms & Conditions for 2017-2018 Women's Fun Choir

1. In this Agreement, "I", "me" and "my" refers to each Account Holder who signs below.
2. I hereby authorize City Stars Holdings Inc. (doing business as MAX Arts. Athletics. Wellness. and hereafter referred to as MAX) and my financial institution to process Pre-Authorized Debits (PADs) against my account in accordance with the rules of the Canadian Payments Association.
3. I warrant and guarantee that all persons whose signatures are required to sign on the account have signed this Agreement.
4. I may cancel this Agreement at any time upon written notice being provided to MAX within 30 days before the next PAD was to be issued. I acknowledge that to obtain a sample cancellation form, or to receive more information on my right to cancel a PAD Agreement, I may contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).
5. This Agreement applies only to the method of payment and I agree that cancellation of this Agreement does not terminate or otherwise have any effect on any contract that exists between MAX and me.
6. I understand that notice of any change in the frequency or date of the PAD will be given to me in writing or via email at least one month in advance, at the last address provided by me to MAX.
7. I agree to waive this pre-notification requirement and allow MAX to adjust my final payment to collect any balance owing in full should the student withdraw from the program.
8. I agree that my financial institution is not required to verify that any Personal PAD has been drawn in accordance with this Agreement, including the amount, frequency, and fulfillment of any purpose of any Personal PAD.
9. I agree that delivery of this Agreement to MAX constitutes delivery by me to my financial institution. I agree that MAX may deliver this Agreement to MAX's financial institution and agree to the disclosure of any personal information that may be contained in this Agreement to such financial institution.
10. I agree to inform MAX, in writing, of any change in the account information provided in this Agreement at least ten (10) days prior to the next due date of the PAD. In event of any such change, this Agreement shall continue in respect of any new account to be used for Personal PADs.
11. I acknowledge that my financial institution need not verify that a PAD has been issued in accordance with the particulars of my Agreement with MAX.
12. I acknowledge that I have certain recourse rights if any debit does not comply with this Agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. I further acknowledge that to obtain more information on my recourse rights, I may contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).
13. I hereby consent to the disclosure of any personal information contained in this Agreement to MAX's Processing Agent which is directly related to and necessary for the proper processing of the PADs indicated in this Authorization under the rules of the Canadian Payments Association.

**PLEASE ATTACH A VOID CHEQUE HERE**