



WINTER FLAT RATE AGREEMENT

November 27, 2017 – February 23, 2018

Skater's Name: _____ D.O.B. _____
 Address: _____ City: _____
 State: _____ Zip: _____ Email: _____
 Home Phone: _____ Work Phone: _____
 Cell Phone: _____ Emergency Contact Number: _____
 Head Coach: _____ Home Club: _____
 Highest USFS tests passed: Freeskate: _____ Moves: _____
 Dance: _____ Other: _____

Flat Rate Agreement made this _____ day of _____, 20__ between **The Pond, Inc.** (hereinafter referred to as "**Owner**") and _____, (herein after referred to as "**Skater**"). The term of this Agreement and "Skater's" obligation to pay the full Flat Rate Plan fee, hereunder shall commence on the **27th** day of **November, 2017**, upon the start day of Annual Freestyle Sessions. The term of this agreement shall end on the **23rd** day of **February, 2018** as said term "Agreement Months".

Skater agrees to pay to "Owner" at the office of:
(PLEASE MAKE ALL CHECKS PAYABLE TO)
C/O The Pond, Inc.
101 John F. Campbell Drive
Newark, Delaware 19711

All flat rate plans must use a 'cc' for payment or attach a post dated check for each payment.

Without any prior demand therefore and without any deduction or set-off whatsoever, and as fixed minimum fee. The Flat Rate Plan # _____ shall be paid in three payments. First payment due **upon** signing of this Agreement, remaining payments due on or before dates specified below. Payments made after the specified due date will result in a **6%** late charge on any outstanding funds. There is no pro-ration of rates beyond the rates listed below. There is no pro-ration of rates beyond the rates listed below. All contracts are final and cannot be canceled _____. Once contract is signed the "Skater" is responsible for all payments, and force charge of 'cc' will be done if contract is vacated, and at that point contract will be come due, paid in full ____.

WINTER Flat Rate Plans (13 weeks)

	\$585	\$1,040	\$1,365
ICE PACKAGES	5 SESSION PACKAGE	10 SESSION PACKAGE	UNLIMITED PACKAGE
Due Upon Signing	5 Sessions Weekly Monday-Friday	10 Sessions Weekly Monday-Friday	Unlimited Sessions Weekly Monday-Friday
Due: November 27, 2017	\$293	\$520	\$683
Due: January 01, 2018	\$292	\$520	\$682
	(\$9 per session 65 sessions)	(\$8 per session 130 sessions)	(\$7 per session)

I fully understand that the Flat Rate Plan is a **reservation of discounted** ice sessions and to receive the discounted rate **NO weeks can be omitted** from my Flat Rate Plan. The discounted ice sessions entitle the skater to the following:

- **All** Flat Rate Plans allow the # of ice sessions allotted per **Plan**, five (5) days a week.
- **Sunday Freestyle Sessions** are free for Plan #3 skaters
- **Saturday Freestyle Sessions** if on the schedule are regular freestyle sessions all the time @ \$13 or swipe card @ \$10

The Pond Inc., Ice Arena and Performance Center reserve the right to shut down the ice arena for maintenance, test sessions and special events and no refund given. Flat rate does not allow special packages, substitutions or make-ups. **NO REFUNDS will be issued for missed ice time.*

Past Due Payments:

If a "Skater" shall fail to pay, on specified date due an interest rate of six percent (6%) per month for delinquent payments will be charged after five (5) days from the date of payment due. If delinquent payments are not finalized after the five (5) day grace period, the skater will loose privileges of The Pond Inc. _____initial

Refund Policy:

The Pond, Inc. will issue refunds for the Flat Rate Plan, **only**, in the event of **serious** medical illness or condition. The "Skater" **must** submit written **proof** from a Specialized Physician; diagnosing the serious medical illness or condition, noting the exact day of illness or condition, the determined recuperation time and/or when the "Skater" may resume skating. This proof must be attached to a written letter of request and received within five (5) days of the first (1st) day of his or hers said illness or condition. Refunds will only be considered for **complete** loss of session time of four or more consecutive weeks. Refunds are calculated at **75%** of the Flat Rate Fee for the missed time. The remaining **25%** will remain currently due. This contract is binding and cannot be canceled. _____initial

**The Flat Rate Plan is not in conjunction with any other "Pond" program therefore The Pond, Inc. prohibits any refunds towards any prior purchases made at The Pond Ice Arena.*

Liability Waiver and Hold Harmless Agreement:

In consideration of the privileges of using "**The Pond, Inc.**" Ice Arena and understanding that there are inherent risks in connection with this activity; I hereby assume these risks for myself and individuals skating on the dates and times noted in this agreement. I waive any possible claim at may arise against CCB Land Investments LLC/The Pond, Inc. and its employees for any damages or injuries sustained in the course of the activity and I agree to indemnify and save harmless and not to assert a claim against or sue CCB Land Investments LLC/The Pond, Inc. and its employees for any such damages or injuries or for any and all other claims, which may arise in connection with my (our) use of the facilities, or travel to and from these facilities.

Signature (parent, if under 18): _____ date: _____

Credit Card Authorization: All flat rate plans must use a 'cc' for payment or attach a post dated check.

I, hereby authorize The Pond Inc. to charge my credit card for the Flat Rate Plan # _____ upon the signing of this agreement and again on the 01st of each month beginning January 01st. Insufficient payments are subject to a \$10 penalty per late day. _____ (initials, parent is under 18)

(Please Circle One) Master Card Visa Discover American Express

Credit Card # _____ Expires: _____ Security Code: _____

Cardholder Name: _____ Billing Zip Code: _____
(Please Print)

Signature: _____