

#

Welcome to Club F.E.T.C.H.! - playground

Club FETCH is a CRCG membership program designed to give you many opportunities for fitness, conditioning, exercise and education with your canine companion. This document defines the options available through membership; a holder of a membership to Club FETCH PLAYGROUND is herein referred to as a "PLAY Member."

Membership to the Club provides a number of attractive benefits. Some of those include discounts on classes and products, as well as unlimited conditioning sessions within a month.

Multiple Dog Households: If a Member has more than one dog that would like to be a member, each additional dog must have their own membership.

All inquiries regarding membership in the Club or membership documents should be directed to the Membership Office at CRCG. The Membership Office can be reached by phone at (720)407-8680 or by e-mail at clubfetch@dog-swim.com. Additional information on the membership is also available online at www.dog-swim.com/club-fetch

Membership Rules, Regulations and Agreement

1.1 Introduction - The Club FETCH Membership Plan Rules and Regulations and Membership Agreement (as defined hereinafter) set forth the rights, privileges and obligations of membership to the Club. Canine Rehabilitation & Conditioning Group (CRCG) reserves the rights to amend, modify or supplement the Club FETCH Membership Plan and Rules and Regulations in its discretion at any time.

1.2 Club Facilities - The following "Club Facilities" are available for use by Members in accordance with the terms hereof and the Rules and Regulations of the membership:

- Open Playground Time
- Reserved Playground Time
- Massage Room

1.3 Additional Club Facilities - CRCG may, in its discretion, expand, modify, or remove any of the Club facilities or add additional facilities either on or off-site, as it determines appropriate from time to time. CRCG is under no obligation whatsoever to expand or modify the Club Facilities or add facilities thereto. Further, CRCG may add facilities that are not part of the Club Facilities or that are not available to PLAY Members. Access to additional facilities shall be on such terms as are determined by CRCG.

1.4 Website - Club FETCH's website, www.dog-swim.com/club-fetch enables PLAY Members to obtain up-to-date Club information.

1.5 Ownership and Operation of Club Facilities - CRCG, owns and operates the Club FETCH facilities.

ARTICLE II - OFFERING OF MEMBERSHIPS

Member initials _____

CRCG – 2017©

Page 1

#

#

2.1 Membership Offering - Memberships will be offered to such individuals and entities as CRCG determines appropriate in its discretion that are approved for membership by CRCG, subject to the eligibility requirements specified hereinafter.

2.2 Eligibility Requirements - Members who are eligible for membership are any dogs who have completed a PLAY orientation by CRCG staff. CRCG reserves the right to make special exceptions to the eligibility requirements in its discretion.

ARTICLE III - MEMBERSHIP CATEGORIES AND PRIVILEGES

3.1 Membership Categories - CRCG is currently offering memberships in the following categories: 6 month membership and 12 month membership. The use privileges associated with these categories are more fully described below.

3.2 Description of Membership Privileges - A Member will be entitled to use the Club FETCH Facilities in accordance with the Splash Member's category of membership and the terms and conditions of this Membership Plan and the Rules and Regulations, each as amended, modified or supplemented by CRCG from time to time. All use privileges are subject to availability and to the payment of applicable dues, minimums, fees and charges. The membership privileges currently associated with each category of membership are as follows:

Each dog in the membership receives:

- 10% off products sold at CRCG
- 10% off all classes offered at CRCG.
- One 15-minute massage per month.

6 Month Membership – Playground

Playground 6 Month Members are entitled to:

- Unlimited visits to the playground during open play per month. A maximum of a 60 minute time limit per visit will be enforced. One visit is allowed per day.
- Each dog in the household will need to have their own membership

12 Month Membership – Playground

Playground 12 Month Splash Members are entitled to:

- Unlimited visits to the playground during open play per month. A maximum of a 60 minute time limit per visit will be enforced. One visit is allowed per day.
- Each dog in the household will need to have their own membership

3.3 Hold on Membership - A hold may be placed on a membership for the following reasons: Dog has incurred an injury and temporarily cannot play, dog has incurred a permanent injury/become geriatric and will no longer be able to work out, family will be out of town or other reason as approved by CRCG.

Temporary Injury

If the dog needs rehabilitation and chooses to receive rehabilitation from any CRCG location, PLAY Members will continue to pay monthly dues, which will be used as credit towards rehabilitation services for the duration of the injury until dog is able to participate again. Once the dog is discharged from therapy by a CRCG Therapist, PLAY Members will be able to resume with use of the playground.

If the dog needs rehabilitation and the PALY Member chooses to receive rehabilitation from another clinic, PLAY Members are required to pay a holding fee of \$8 per month while they are unable to utilize the playground.

#

While the membership is on hold, all privileges that come with the membership will not be valid. Holds will be initiated on the first of the month following the request.

Permanent Injury/Geriatric Dog

In either the case of the dog incurring a permanent injury or aging and unable to utilize the playground, if the PLAY Member chooses to proceed with rehabilitation at any CRCG location, the PLAY Member will finish out their membership with their monthly dues being used as credit towards rehabilitation services. Once the membership duration has completed, the Alumni PLAY Member will be able to continue rehabilitation outside the membership plan.

Out of Town

If Club FETCH PLAY members would like to put a hold on their membership because they are going out of town, a hold on their membership will be possible for an \$8 per month fee. This hold will not take the place of the full term of the membership. Once the hold is stopped, the membership will continue the term from the point the hold was initiated.

3.4 Cancelling Membership - Splash Members may cancel their membership at any time with the charge of 75% of their remaining membership dues. Membership may be cancelled with no cancellation fee in the case of death of the dog or terminal illness such as cancer.

3.5 Penalty for Non-payment – There will be a \$50 charge for all monthly returned charges from the bank or credit card.

3.6 Membership Registration Fee – All new PLAY members will pay a one-time \$25 registration fee with the membership set up.

3.7 First Month Payment – The first month payment will be a pro-rated monthly amount.

3.8 Playground Availability– We cannot guarantee that the playground will be available for use at all times during playground open use hours. There may be a wait at times and CRCG will not be responsible for any refunds/compensation if the playground is busy or closed down for maintenance or cleaning. CRCG will give notice when possible for maintenance.

3.9 Rules and Policies - In order to enhance the use and social pleasure of Club FETCH PLAY Members, CRCG reserves the right to establish, amend or modify rules, regulations, policies, guidelines, or systems governing use, access or reservation of the Club Facilities.

ARTICLE IV - MEMBERSHIP AGREEMENT

4.1 Application Procedure - Each person/dog who desires to become a Splash Member of Club FETCH shall complete and sign the Membership Agreement form provided by the Club together with the required Membership Fee. The required Membership Fee shall be set forth in each Member's Membership Agreement. There will be a one-time \$25 application fee for all new memberships.

4.2 Review Process - All applicants desiring a membership must be approved by CRCG. CRCG may require an interview with the Membership Director, and/or other designees of the company. After receiving the Membership Agreement and any required items, CRCG will, in CRCG's discretion, determine whether or not the applicant is accepted for membership. CRCG shall have the right, in its discretion, to accept or reject any applicant for membership. CRCG shall not be required to provide reasons for its decision to accept or reject an applicant for membership. CRCG may establish such order of priorities for consideration of applications and acceptance of applicants as it determines to be appropriate. If a membership is revoked based on violation of the membership rules, the member will be charged 75% of the remaining membership dues.

#

4.3 Rights Governed by Membership Documents - By applying for membership in Club FETCH, each applicant who is accepted for membership agrees to be bound by and comply fully with all of the terms and conditions of the Membership Plan and Rules and Regulations, as amended, modified or supplemented from time to time, and irrevocably agrees to fully substitute the membership privileges acquired pursuant thereto for any present or prior rights in or to use of the Club Facilities. By becoming a PLAY Member of the Club, each PLAY Member shall have acknowledged that the rights acquired by such PLAY Member are mere contract rights, including, a revocable license to use the Club Facilities in accordance with this Membership Plan and the Rules and Regulations, as the same may be amended, modified or supplemented from time to time, so long as the Member remains a member of the Club. As such, CRCG will not owe any fiduciary duty or special duty to any PLAY Member.

4.4 Membership Photo & Story Release - All PLAY Members grant CRCG, its representatives and employees the right to take photographs of Splash Members and their dogs. All PLAY Members authorize CRCG to copyright, use and publish the photographs in print and/or electronically. Such photographs of PLAY Members and/or their dog(s) may be used with or without name(s) and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

ARTICLE V - MEMBERSHIP FEE

5.1 Membership Fee Required - Each person who desires to acquire a membership will be required to pay a Membership Fee in an amount established by CRCG, unless otherwise determined by CRCG. CRCG reserves the right in its discretion to change the amount of the Membership Fee for memberships in any given category from time to time. The amount of the Membership Fee required to be paid for membership will be specified in the Membership Agreement

5.2 Refund of Membership Fees - Membership Fees paid by PLAY Members are subject to a 75% charge on all remaining fees in the membership term unless otherwise expressly provided herein or in the Membership Agreement. See section 3 of this agreement.

5.3 Tax Consequences of Acquiring Membership - CRCG makes no representations and expresses no opinions regarding the federal, state or local income tax consequences of acquiring a membership or with respect to any Membership Fees paid to CRCG. All persons acquire their membership subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, Members should consult with their own tax advisors with respect to the tax consequences of any Membership Fees.

ARTICLE VI - DUES, FEES AND CHARGES

6.1 Payment of Dues, Fees, and Charges - CRCG will determine the amount of dues, fees and charges which are payable by PLAY members in its discretion. Dues shall be payable on a monthly basis in advance, unless otherwise determined by CRCG from time to time. The dues and selected fees and charges relating to use of the Club Facilities, are indicated on the registration page of this membership and on the club website at www.dog-swim.com/club-fetch. The amount of dues, fees and charges is subject to change from time to time by CRCG in its discretion.

I agree to the CRCG Club Fetch Membership Rules and Regulations.

Name: (Printed) _____

Name: (Signature) _____

Date: _____

CRCG Approval: _____

Date: _____

Member initials _____

#

#

Club F.E.T.C.H. Registration Form

Date: _____

Name: _____ Phone: _____

Address: _____ Email: _____

City: _____ State: _____ ZIP: _____

Dog #1: Name: _____ Age: _____ Breed: _____

Dog #2: Name: _____ Age: _____ Breed: _____

Dog #3: Name: _____ Age: _____ Breed: _____

Dog #4: Name: _____ Age: _____ Breed: _____

Membership Options:

		Qty	Total
<input type="checkbox"/> 6 month play	\$30/month	1	_____
<input type="checkbox"/> 12 month play	\$25/month	1	_____
<input type="checkbox"/> Additional Dogs 2+ (each)	\$15/month	_____	_____

<input type="checkbox"/> 6 month reserved play	\$25/month	1	_____
<input type="checkbox"/> 12 month play	\$20/month	1	_____
<input type="checkbox"/> Additional Dogs 2+ (each)	\$10/month	_____	_____
Total Monthly Charge:			_____

(Monthly auto-payment charges will begin on or around the 1st business day of month #2)

First Month Prorated Charge (Due with Application) _____

One time registration fee: \$25

Total (First Payment): _____

Credit Card Payment Information:

Name on Card: _____

Credit Card #: _____ Expiration: _____

Monthly Charge Authorization Signature:

Printed: _____ Signature: _____

Date: _____

ACH Payment Information: (or provide copy of cancelled check)

Name on account: _____

Bank Name: _____

Bank Account #: _____

Account Routing #: _____

Monthly Charge Authorization Signature:

Printed: _____ Signature: _____

Date: _____

#