

**Medical College of Georgia
Wellness Center
Membership Service Terms and Conditions**

The Medical College of Georgia's Wellness Center ("Wellness Center") will provide a non-transferable membership ("Service") to you ("Member") on the terms and conditions set forth below. By using the Service you agree to be bound by the terms and conditions set forth in this document.

I. PROVISIONS OF SERVICE.

- A. **DROP-IN USE.** The Member may use the areas within the Wellness Center that are open to drop-in use during scheduled hours.
- B. **PROGRAMS.** For an additional fee, the Member may participate in the activities of the Group Exercise and Intramural Sports Programs subject to the policies and procedures of the Group Exercise and Intramural Sports Programs.
- C. **FITNESS SERVICES.** For an additional fee, the Member may obtain the services of the Fitness Services Program.
- D. **LOCKER RENTAL.** For an additional fee, the Member may rent a locker on a 4 or 12-month basis.
- E. **UNAVAILABILITY.** Hours of operation and availability may change for any reason, announced or not, including but not limited to maintenance, damage, rental, or renovation. Fees will not be refunded for unavailability of the Service.

II. ADHERENCE TO POLICIES AND PROCEDURES.

The Member agrees to adhere to the Wellness Center policies and procedures. These policies and procedures are available upon request at the Wellness Center's main office or from the Wellness Center's web site.

III. PRIVACY STATEMENT.

The Wellness Center collects and retains personal information in order to conduct business with the Member. The Wellness Center treats that personal information with the highest respect for privacy and confidentiality. The Wellness Center will not disclose personal information to third parties except to conduct the official business of the Wellness Center or when required to do so by law.

IV. CHANGES IN STATUS.

- A. **CHANGE IN AFFILIATION.** Should the Member encounter a change that places the Member in a different affiliation group (e.g. Faculty, Alumni, Employee) according to the policies and procedures of the Wellness Center, the Member should notify the Wellness Center of such change. Should the Wellness Center discover such a change, the Wellness Center will adjust its records to reflect the change in status. If a change in the monthly fee for the Service is required because of the Member's new affiliation group, subsequent payments will be adjusted to reflect the new fee and any past-due fees.
- B. **CHANGE IN SPONSOR.** Should the Member require a sponsor according to the policies and procedures of the Wellness Center in order to be issued a membership, and should the sponsor no longer wish to or becomes ineligible to sponsor the Member, Service will be suspended until a new sponsor is found or the Member otherwise becomes eligible for membership.
- C. **CHANGE IN PERSONAL INFORMATION.** The Member should inform the Wellness Center of any changes in name, mailing address, e-mail address, or other personal information requested by the Wellness Center.

V. PAYMENT TERMS AND TERMINATION - ALL STANDARD TERM MEMBERSHIP CATEGORIES

- A. **AGREEMENT TO PAY.** The Member agrees to pay all applicable charges, fees, and taxes ("Membership Fees") set by the Wellness Center and its governing authorities.
- B. **LATE PAYMENTS; RETURNED PAYMENTS; FAILURE TO PAY.**
 - 1. **SUSPENSION OF SERVICE.** The Service will be suspended immediately if any payment is rejected by the issuing authority. The Service will remain suspended until payment, including any service fees assessed, is provided. Credit will not be given for the time of suspended service.
 - 2. **PENALTY.** Should a payment not be resolved within thirty (30) days of rejection, the Service will be terminated.
 - 3. **BALANCE AT TERMINATION.** Any unresolved fees at termination of membership must be cleared before the Member's account is reactivated.
- C. **TERMINATION.** This Agreement and the Service provided hereunder may be terminated:
 - 1. by the Wellness Center:
 - a. at any time without prior notice if the Member fails to comply in full with any term of this Agreement; or
 - b. for any reason upon thirty (30) days notice to the Member. No refunds will be provided for memberships terminated in such a manner.
 - 2. by the Member:
 - a. for any reason upon written notice to the Wellness Center. Written notice is not effective until the Wellness Center has confirmed receipt. Refunds for memberships terminated in such a manner will be issued only if the Member presents proof of ineligibility due to termination or relocation. No refunds will be provided for memberships held less than six months. For memberships held seven months or longer, refunds will be issued according to a prorated refund schedule.

VI. PAYMENT TERMS AND TERMINATION – FLEXIBLE MONTH MEMBERSHIP CATEGORIES

- A. AGREEMENT TO PAY. The Member agrees to pay all applicable charges, fees, and taxes (“Membership Fees”) set by the Wellness Center and its governing authorities.
- B. LATE PAYMENTS; RETURNED PAYMENTS; FAILURE TO PAY.
 - 1. SUSPENSION OF SERVICE. The Service will be suspended immediately if any payment is rejected by the issuing authority. The Service will remain suspended until payment, including any service fees assessed, is provided. Credit will not be given for the time of suspended service.
 - 2. PENALTY. Should a payment not be resolved within thirty (30) days of rejection, the Service will be terminated.
 - 3. BALANCE AT TERMINATION. Any unresolved fees at termination of membership must be cleared before the Member’s account is reactivated.
- C. TERMINATION. This Agreement and the Service provided hereunder may be terminated:
 - 1. by the Wellness Center:
 - a. at any time without prior notice if the Member fails to comply in full with any term of this Agreement; or
 - b. for any reason upon thirty (30) days notice to the Member.
 - 2. by the Member:
 - a. for any reason upon thirty (30) days written notice to the Wellness Center. Written notice is not effective until the Wellness Center has confirmed receipt.
- D. PAYMENT METHOD. The Member will authorize the Wellness Center to charge Service Fees once per month, on or around the 15th day of the month, to a credit card account provided by the Member. Credit card must be a MasterCard®, VISA®, or Discover® card.
- C. CHANGES TO PAYMENT METHOD. The Member may change the payment method for the Service by providing a written request to the Wellness Center which includes all appropriate information to process the change (e.g. new credit card number and expiration date). For simplicity, the Member may obtain a Change of Payment form from the Wellness Center. Any such changes that are received fewer than fifteen (15) days before the next scheduled payment may not be reflected in the next payment.

VII. PAYMENT TERMS AND TERMINATION – PAYROLL DEDUCTION MEMBERSHIP CATEGORIES

- A. AGREEMENT TO PAY. The Member agrees to pay all applicable charges, fees, and taxes (“Membership Fees”) set by the Wellness Center and its governing authorities.
- B. SERVICE FEE INCREASE. In the event of an increase to the Service Fee structure, the initial monthly Service rate will be honored for the first twelve (12) months of Service. Upon the completion of twelve (12) months, the Service Fees will be changed to reflect the increase.
- C. PAYMENT METHOD. The Member will authorize the Wellness Center to deduct Membership Fees once per pay period from the Member’s paycheck issued by the Medical College of Georgia, MCG Health, Inc., or Physicians Practice Group provided the Member’s appointment is at least half-time.
- D. LATE PAYMENTS; RETURNED PAYMENTS; FAILURE TO PAY.
 - 1. SUSPENSION OF SERVICE. The Service will be suspended immediately if any payment is not provided by the payroll office. Credit will not be given for the time of suspended service.
 - 2. PENALTY. Should a payment not be resolved within thirty (30) days of rejection, the Service will be terminated.
 - 3. ACCOUNT BALANCE. After thirty (30) days any unresolved fees will be submitted for payroll deduction to clear the Member’s outstanding balance. Any unresolved fees at membership termination must be cleared before the Member’s account is reactivated.
 - 4. RIGHT TO INVOICE. At any time, the Member may request an invoice detailing any future payment obligations. Such an invoice will be delivered to the Member on-site or via first-class mail, whichever is requested by the Member.
- E. TERMINATION. This Agreement and the Service provided hereunder may be terminated:
 - 1. by the Wellness Center:
 - a. at any time without prior notice if the Member fails to comply in full with any term of this Agreement; or
 - b. for any reason upon thirty (30) days notice to the Member.
 - 2. by the Member:
 - a. termination of membership is valid only after all obligations of the 12-month agreement have been met. As long as the Member has held and paid for the Service for not less than 12 months, termination may occur for any reason upon thirty (30) days written notice to the Wellness Center. Written notice is not effective until the Wellness Center has confirmed receipt.

VIII. CHANGES IN AGREEMENT.

This Agreement, including the fees assessed for the Service, may be amended at any time by the Wellness Center. The Wellness Center will notify the Member of any amendment by written communication delivered to the Member’s address on file with the Wellness Center. Said notice will be sent at least sixty (60) days prior to the effective date of the amendment. The Wellness Center is not responsible for lost or misdirected mail, and failure of the Member to receive such written notification shall not constitute a breach of this Agreement.